

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)
BETWEEN
THE UNITED STATES
AND
THE CITY OF YAKIMA, SUNCOMM - 911
FOR
FIRE, LAW ENFORCEMENT AND EMS DISPATCHING SERVICES

W387KC-IGSA-A60RK-23-5010

1. REFERENCES:

- 1.1. Department of Defense Instruction 4000.19, Support Agreements, December 2020.
- 1.2. Department of Defense Manual 6055.06, DoD Fire and Emergency Services Certification Program, 22 January 2020.
- 1.3. Army Regulation 420-1, Army Facilities Management, 12 February 2008.
- 1.4. IMCOM OPORD 20-005, Installation Management Command (IMCOM) IGSA Program.
- 1.5. 10 United States Code § 2679, Installation-support services: intergovernmental support agreements.

2. BACKGROUND: This is an Intergovernmental Support Agreement (hereafter IGSA) between the United States and the City of Yakima, SunComm-911, Washington State (hereafter SunComm-911) entered pursuant to federal law codified at 10 USC 2679 and Revised Code of Washington Chapter 39.34. The federal statute authorizes the Secretary of the Army to enter into an IGSA on a sole-source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to the Joint Base Garrison Commander (JBGC) to execute agreements on behalf of the United States.

3. PURPOSE: The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by SunComm-911, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement to provide services to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

4. RESPONSIBILITIES OF THE PARTIES:

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4.1. SunComm-911 shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, and resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

4.2. This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

4.3. The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in SunComm-911 personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall SunComm-911 employees or contractors be deemed federal employees. If SunComm-911 shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between SunComm-911 and its employees.) Employees of the United States may not perform services for or on behalf of SunComm-911 without the approval of the IGSA Manager (IGSA-M).

5. SUMMARY OF SERVICES AND PRICE: Subject to the availability of funds and in consideration for the services outlined in the attached Performance Work Statement with JBLM, the United States agrees to pay SunComm-911 in accordance with the following schedule:

1st year: \$22,000.00 (911 call answering, dispatching of law enforcement and fire resources, maintenance of radio equipment located at SunComm, maintenance of 911 phone system, maintenance of software utilized for mapping and Text-to-911).

Additionally, there will be a one-time fee of \$3,500 for modifying SunComm's radio tones and reprogramming 15 YTC portable radios.

2nd year – 10th year: Each year the annual fee will increase by 3.5%. (911 call answering, dispatching of law enforcement and fire resources, maintenance of radio equipment located at SunComm, maintenance of 911 phone system, maintenance of software utilized for mapping and Text-to-911).

6. TERMS OF AGREEMENT: The term of this Agreement shall be for one year from the execution of the Agreement by the IGSA-M, and renewable for successive one-year periods for 9 additional years. The United States shall only be obligated for one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreement Officer of an intent to award the

option for an additional year of performance. The IGSA-M shall provide notice of the renewal of the IGSA at least 30 days prior to the expiration of then current performance period. The IGSA-M may condition the renewal upon availability of funds and may suspend performance of the renewal period at no additional cost to the United States, until adequate funds have been received. If funds are bit received, the parties agree that the Agreement can be unilaterally terminated by IGSA-M without further liability to the United States.

7. PAYMENT:

7.1. The United States shall pay SunComm-911 for services based upon satisfactory completion of services on a quarterly basis at the end of the quarter. Payment shall be based for services provided as set forth in this Agreement. SunComm-911 shall not include any State or Local taxes in the prices it charges the United States unless approved by the IGSA-M in advance. SunComm-911 shall electronically submit invoices or payment requests to the Government's IGSA Technical Representative (IGSA-TR) and the IGSA-M. The IGSA-M will not authorize payment unless all billed services have been satisfactorily completed and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

7.2. The payment method for this IGSA will be made via Miscellaneous Payment transactions processed through the General Fund Enterprise Business System (GFEBS). All IGSAs will be manually entered into GFEBS to commit and obligate funds. Payments will be processed within GFEBS by the garrison Resource Management office, who will submit payment documents to DFAS who will issue payment via electronic fund transfer (EFT) or check to the Service Provider.

8. CHANGE OF RATES: Rates may only be adjusted upon 60 days written notice to the IGSA-TR and the IGSA-M. If the IGSA-TR or his representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be submitted in writing and approved and incorporated into the Agreement by the IGSA-M.

9. OPEN COMMUNICATION AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. SunComm-911 shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of SunComm-911 and its employees to work areas on the installation as well as a phase-in plan to permit the orderly transition of responsibilities for performance of the services by SunComm-911.

10. INSPECTION OF SERVICES: SunComm-911 will only tender services and goods in conformance with the IGSA. The IGSA-TR will be responsible for inspecting all services

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performed. SunComm-911 will be notified of the identity of the IGSA-TR and an alternate, and of any changes.

10.1. The IGSA-TR shall have the right to inspect services; inspections to be conducted in a manner that will not unduly delay the performance of work. If the IGSA-TR determines that services do not conform to the requirements in Agreement, the IGSA-TR can require SunComm-911 to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the IGSA-TR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the IGSA-TR can reduce the billed price to reflect the reduced value of the services to be performed. The IGSA-TR may alternately, in his sole discretion, waive price reductions or re- performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA-M.

10.2. If SunComm-911 is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede SunComm-911's performance, SunComm-911 shall promptly notify the IGSA-TR. In those rare instances in which SunComm-911 fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to SunComm-911. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by SunComm-911 to allow for amicable resolution of issues between the parties. If services deemed deficient and cannot be corrected to the satisfaction of the IGSA-TR, the IGSA-M may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with SunComm-911 POC identified in this agreement.

11. TERMINATION:

11.1. The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 120 days written notice to the POCs designated in this Agreement.

11.2. The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the IGSA-M of the termination, SunComm-911 shall immediately stop all work. The Government will pay SunComm-911 a percentage of the agreed price reflecting the percentage of work performed prior to the notice. SunComm-911 shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

11.3. The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

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12. SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

13. APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

14. CLAIMS AND DISPUTES:

14.1. The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The IGSA-TR shall represent the Government in such meetings.

14.2. If the parties are unable to resolve an issue, the IGSA-TR, or SunComm-911 may submit a claim arising out of the Agreement to the JBGC for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim and may designate a SunComm-911 representative to discuss the claim and its resolution. The JBGC shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum.

14.3. If SunComm-911 is dissatisfied with the JBGC's decision, it may request alternate disputes resolution (ADR), which shall be utilized to resolve disputes; the Government may agree to the use of ADR in its sole discretion. If ADR procedures are employed, the JBGC shall consider the findings and recommendations of the third-party mediator(s) in making the final determination.

14.4. The parties agree to the above procedures in lieu of litigation in any forum.

15. POINT OF CONTACT (POC): The following POCs will be used by the parties to communicate in the implementation of this IGSA. Each may change its point of contact upon reasonable notice to the other party.

15.1. For the United States, the IGSA-TR, Kevin Sullivan, (509) 577-3100 kevin.m.sullivan34.civ@army.mil and the JBLM IGSA-M, Monica Tolliver, (253) 966-3194, monica.d.tolliver.civ@army.mil.

15.2. For the SunComm-911, the Public Safety Communications Manager, Erica McNamara, (509) 576-6340 or erica.mcnamara@yakimawa.gov.

15.3. Annual Review. Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above. The IGSA-TR and a SunComm-911 management official shall annually review the IGSA and consider any amendments.

15.4. Amendments. Any party can propose amendments at any time. All Amendments must be submitted in writing and incorporated by amendment to the Agreement by the Agreements Officer to be effective.

16. DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: SunComm-911 shall conduct a visit of the installation with the IGSA-TR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services may be performed. SunComm-911 shall prepare an accident-avoidance plan and plan to protect Government property on the installation. SunComm-911 shall take measures to protect and not damage any property of the United States during performance of services. Should SunComm-911 damage such property, SunComm-911 may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If SunComm-911 does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by SunComm-911 each month. The IGSA-TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

17. CONTINUITY OF SERVICES: SunComm-911 recognizes that the services under this Agreement are vital to the United States and must be continued without interruption and performed even in event of a dispute between the parties.

18. WAGES AND LABOR LAW PROVISIONS: These provisions apply to SunComm-911 and any contractor performing services under this IGSA on behalf of SunComm-911. SunComm-911 shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by SunComm-911 and complies with all applicable SunComm-911 labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. SunComm-911 shall comply with all applicable federal, state, and local occupational safety and health requirements and standards. If SunComm-911 has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, SunComm-911 shall immediately notify the IGSA-TR and the IGSA-M. SunComm-911 shall provide timely updates until the dispute is resolved.

19. NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to SunComm-911 and its contractors. SunComm-911 agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. SunComm-911 shall not permit employees which engage in sexual assault, sexual harassment, or trafficking to perform services under this IGSA. SunComm-911 shall not engage in age discrimination and shall

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comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

20. TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the IGSA-M.

21. ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the IGSA-M.

Attachment 1 – Performance Work Statement (attached page 8)

Signatures and dates of signatures of the parties:

For SunComm-911

For JBLM

ERICA MCNAMARA
Public Safety
Communications Manager

PHILLIP H. LAMB
Colonel, AV
Commanding

(Date)

(Date)

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Required Services (Tasks)	Performance Standard	Acceptable Quality Level	Method of Surveillance
Adherence to National Emergency Number Association (NENA) call answer time. Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within (\leq) fifteen (15) seconds. Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within (\leq) twenty (20) seconds.	24 hours/7days a week/365 days a year	Zero Deviation from Standard	Validated customer complaint received by IGSA-TR)
Utilize mapping software to assist in locating callers and provide an exact location to responding law enforcement and fire personnel.	24 hours/7days a week/365 days a year	Zero Deviation from Standard	Validated customer complaint received by IGSA-TR)
Dispatch Fire Apparatus with recommendations as outlined by the YTC Fire Chief.	24 hours/7days a week/365 days a year	Zero Deviation from Standard	Validated customer complaint received by IGSA-TR)
Dispatch fire apparatus in accordance with mutual aid agreements.	24 hours/7days a week/365 days a year	Zero Deviation from Standard	Validated customer complaint received by IGSA-TR)
Dispatch law enforcement resources as needed.	24 hours/7days a week/365 days a year	Zero Deviation from Standard	Validated customer complaint received by IGSA-TR)
Complete wants and warrants check on all subjects involved in a call should a name and date of birth be provided by the caller.	24 hours/7days a week/365 days a year	Zero Deviation from Standard	Validated customer complaint received by IGSA-TR)
Provide call incident logs/reports to responding agency upon incident termination for all calls for service/dispatched for YTC	24 hours/7days a week/365 days a year	Zero Deviation from Standard	Validated customer complaint received by IGSA-TR)
Provide all incident recordings or data collection when Freedom of Information Act (FOIA) request for YTC investigations IAW applicable laws, rules, and regulations (state and federal)	24 hours/7days a week/365 days a year	Zero Deviation from Standard	Validated customer complaint received by IGSA-TR)