

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)  
BETWEEN THE  
UNITED STATES ARMY  
AND  
CITY OF FOUNTAIN, COLORADO

This Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States Army and City of Fountain, Colorado is entered into pursuant to federal law codified in 10 USC 2679. The 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 Garrison Commanders to execute agreements on behalf of the United States Army.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the City of Fountain to the United States Army, the cost of the services to be paid by the United States Army to the City of Fountain, and quality control procedures to be used. The parties undertake this Agreement in order to provide services, supplies or construction to the United States Army. The agreement will achieve cost savings for the Department of the Army and provide additional revenues to local governments and their work forces.

**RESPONSIBILITIES OF THE PARTIES:**

The City of Fountain shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, 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.

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.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in the City of Fountain personnel creating or modifying federal policy, obligating appropriated funds of the United States Army, or overseeing the work of federal employees. Under no circumstances, shall the City of Fountain employees or contractors be deemed federal employees. If the City of Fountain shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective

bargaining agreements between the City of Fountain and its employees.) Employees of the United States Army may not perform services for or on behalf of the City of Fountain without the approval of the Army IGSA Manager (IGSA-M).

#### SUMMARY OF SERVICES AND PRICE:

The City of Fountain will provide General Facility Construction services, on an individual Task Order basis. Sample Task Order projects include providing the materials and labor for: installing or repairing lights, outlets, and electrical circuits; installing or repairing HVAC and plumbing systems; remodeling or modifying office spaces, barracks rooms, or military facilities; repairing or installing sidewalks; replacing flooring; painting interior spaces; installing gutters or roof guards; and repairing grounds and trails. The projects selected for execution through this IGSA will be of limited size and scope, but have an urgent need for life/health/safety or are emerging mission requirements.

The United States Army will issue Task Order Proposal Requests to the City of Fountain for development of a cost proposal. The United States Army will develop specific project requirements including designs, statements of work, plans, specifications and any special provisions or references for each Task Order. The United States Army will evaluate and compare the City of Fountain's cost proposal to its Independent Government Estimate (IGE) to ensure the proposal and understanding of the work is acceptable. The United States Army will agree to pay the City of Fountain in accordance with the accepted task order cost proposal by issuing a Notice to Proceed.

Annual requirements for these kinds of projects may fluctuate but the installation has budgeted approximately \$1M each year for these projects over the last three years and anticipates continuing this allocation of resources in future years.

The United States Army will only issue Task Order Requests to the City of Fountain when funding is available for the specific work. No legal liability on the part of the United States Army shall arise until the Army (through the IGSA-M) notifies the City of Fountain that funds are available and authorizes the City of Fountain to begin performance of services through a Notice to Proceed.

#### TERM OF AGREEMENT:

The term of this agreement shall be for one year (12 months) from the execution of the agreement, and renewable for successive one year periods for an additional nine years. The IGSA-M shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of then current performance period. The United States Army shall be obligated for only the executed Task Orders as executed through an individual Notice to Proceed. The United States Army will obligate funds for individual Task Orders for the time as purpose as appropriated by the Congress.

PAYMENT: The United States Army shall pay the City of Fountain on a Task Order basis, upon successful completion of the work, for the lump sum amount of project cost. Payment shall be based for services provided as set forth in the specific Task Order

Notice to Proceed. The City of Fountain shall not include any State or Local taxes in its costs to the United States Army unless approved by the Army IGSA Technical Representative (IGSA-TR) in advance. The City of Fountain shall electronically submit itemized invoices, to include all copies of City of Fountain's invoices or payment requests, to the IGSA-TR. 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.

The City of Fountain will establish a vendor code in order to submit and receive payments. IGSA's payments will be made via Miscellaneous Payment transactions processed through the Army's Cost Accounting System identified as General Fund Enterprise Business System (GFEBS). All IGSA costs will be manually entered into GFEBS to commit and obligate funds. Payments will be processed through GFEBS to the Defense Finance Accounting System (DFAS). DFAS will issue payment via electronic fund transfer (EFT) or check to the City of Fountain.

OPEN COMMUNICATIONS AND QUALITY CONTROL: Each party shall present to the other party any issue or concern that could potentially impede successful performance of the IGSA in a timely and professional manner. The City of Fountain shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After execution of the Agreement, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also include an orientation of the City of Fountain and its employees to work areas on Fort Carson as well a discussion of a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the City of Fountain.

INSPECTION OF SERVICES: The City of Fountain will only tender services and goods in conformance with the IGSA. The IGSA-TR will be responsible for inspecting all services performed by the City of Fountain. The IGSA-TR shall be granted access to all areas where services are performed, even if outside Fort Carson. The IGSA-TR shall have the right to inspect and test all services. Any inspections or tests conducted by the IGSA-TR will be conducted in a manner that will not unduly delay the performance of work. The City of Fountain will follow all inspection and regulatory guidelines contained in the Task Order Requirements and any specified references.

If the IGSA-TR determines that services do not conform to the requirements in Agreement, the IGSA-TR can require the City of Fountain to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the IGSA-TR can recommend to the IGSA-M to reduce the price to be paid for services to reflect the reduced value of the performed services. If the services cannot be corrected by re-performance, the IGSA-M can reduce the billed price to reflect the reduced value of the performed services. The IGSA-M may alternately, in their 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.

If the City of Fountain 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 the City of Fountain's performance, the City of Fountain shall promptly notify the IGSA-TR.

In those rare instances in which the City of Fountain fails to re-perform services or abandons performance, the United States Army may perform or contract for performance of the services and charge those costs to the City of Fountain. Except in an emergency, the United States Army will not exercise this authority without providing prior notice to the City of Fountain to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-TR, the IGSA-M may recommend to the Garrison Commander to immediately terminate the IGSA. Such termination shall not become effective without prior notice and consultation with the City of Fountain.

TERMINATION: 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 30 days written notice.

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

SUSPENSION OF AGREEMENT: The United States Army 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 Army.

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.

CLAIMS AND DISPUTES: 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 current issues. The IGSA-TR shall represent the United States Army in such meetings.

If the parties are unable to resolve an issue, the IGSA-TR or the City of Fountain may submit a claim arising out of the Agreement to the IGSA-M 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 City of Fountain

representative to discuss the claim and its resolution. The IGSA-M shall issue a final decision within 90 days of receipt of each claim.

If the City of Fountain is dissatisfied with the IGSA-M's decision, it may appeal the matter to the Garrison Commander and must specify the basis of its disagreement. The Garrison Commander shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the City of Fountain must be coordinated with the IGSA-M.

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

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For the United States Army – Fort Carson, the IGSA-TR or their designated representative.

IGSA-TR:

Hana Elkaissi

719-526-9235

[hana.j.elkaissi.civ@mail.mil](mailto:hana.j.elkaissi.civ@mail.mil)

IGSA Financial Representative (ISGA-FR):

Kristin Meents

719-526-3630

[kristin.n.meents.civ@mail.mil](mailto:kristin.n.meents.civ@mail.mil)

IGSA-M:

Mark Hunsicker

719-526-8351

[mark.r.hunsicker.civ@mail.mil](mailto:mark.r.hunsicker.civ@mail.mil)

The POCs for issues pertaining to this IGSA for the City of Fountain are as follows unless otherwise specified:

Military Partnerships Manager

John J. Trylch

719-393-4933

[jtrylch@fountaincolorado.org](mailto:jtrylch@fountaincolorado.org)

City Attorney  
Troy Johnson  
719-393-4950  
[TrJohnson@fountaincolorado.org](mailto:TrJohnson@fountaincolorado.org)

All notices under this Agreement shall be provided to the POCs specified above.

The IGSA-M, IGSA-TR, IGSA-FR and the City of Fountain POCs will meet quarterly to discuss the agreement, performance, and financial documents. The City of Fountain shall provide monthly financial reconciliations of the agreement with each itemized invoice to the IGSA-FR.

Any party can propose amendments to the Agreement at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the IGSA-M in order to be effective.

**DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION:** The City of Fountain shall conduct a visit of Fort Carson 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 will be performed. The City of Fountain shall take measures to protect all property of the United States Army during performance of services. Should the City of Fountain damage such property, the City of Fountain may replace the item or restore it to its prior condition at its own cost, or reimburse the United States Army for such costs. If the City of Fountain does not take measures to replace or restore, the United States Army reserves the right to deduct replacement or restoration costs from amounts billed by the City of Fountain. 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.

**HOLD HARMLESS:** Except as otherwise provided in this Agreement, the City of Fountain shall indemnify and hold the United States Army harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the activities of the City of Fountain or its employees in performance of this Agreement.

**WAGES AND LABOR LAW PROVISIONS:** These provisions apply to the City of Fountain and any contractor performing services under this IGSA on behalf of the City of Fountain. The City of Fountain shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the City of Fountain, and complies with all applicable City of Fountain 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. The City of Fountain shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the City of Fountain has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the City of Fountain shall immediately notify the IGSA-M. The City of Fountain shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to City of Fountain and its contractors. The City of Fountain 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. The City of Fountain shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The City of Fountain shall not engage in age discrimination, and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

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

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.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES ARMY:

FOR THE CITY OF FOUNTAIN:

\_\_\_\_\_  
Garrison Commander, Fort Carson

\_\_\_\_\_  
Mayor, City of Fountain

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date