

RESOLUTION NO.: R-2020-001

Authorizing the City Manager to execute an Intergovernmental Support Agreement (IGSA) Between the United States Army and the City of Columbia for Stray Animal Control Services on USAG Fort Jackson, South Carolina

BE IT RESOLVED by the Mayor and City Council this 21st day of January, 2020, that the City Manager is authorized to execute the attached Intergovernmental Support Agreement (IGSA) Between the United States Army and the City of Columbia for Stray Animal Control Services on USAG Fort Jackson, South Carolina, or on a form approved by the City Attorney, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 1/21/2020

Final Reading: 1/21/2020



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT JACKSON
2400 JACKSON BOULEVARD
FORT JACKSON SC 29207-5015

IMFJ-ZA

17 December 2019

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)
BETWEEN THE UNITED STATES ARMY

AND

CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

FOR

STRAY ANIMAL CONTROL SERVICES ON USAG FORT JACKSON, SOUTH
CAROLINA

W91371-IGSA-00001

1. References.

- a. Department of Defense Instruction (DoDI) 4000.19, Support Agreements, 31 August 2018.
- b. DoDI 4150.07, DoD Pest Management Program, 29 May 2008.
- c. IMCOM OPORD 16-029, Stray Animals Program Guidance.
- d. IMCOM OPORD 18-013, IMCOM Intergovernmental Support Agreement (IGSA) Program, August 2018.
- e. Armed Forces Pest Management Technical Guide Number 37, Integrated Management of Stray Animals on Military Installations, 25 May 2012.

2. Background. This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States Army and the City of Columbia, Richland County, South Carolina, which is entered into pursuant to federal law codified at 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 (hereafter Garrison Commander) (GC) to execute agreements on behalf of the United States Army.

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3. Purpose. This IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the City of Columbia, the prices to be paid by the United States Army, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States Army, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces. The IGSA is limited to the sheltering of canis familiaris (dogs) and felis catus (cats). The estimated annual cost for the City of Columbia to provide animal control services is \$150. The IGSA will eliminate the Fort Jackson requirement to build, sustain, and operate an animal control facility on the installation: cost avoidance approximately \$74,000.
4. Responsibilities of the Parties. The City of Columbia shall perform the installation support services as stated in this IGSA.
 - a. 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.
 - b. 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 Columbia 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 Columbia employees or contractors be deemed federal employees. If the City of Columbia shall provide services through a contract, the contract must be awarded through competitive procedures. Employees of the United States Army may not perform services for or on behalf of the City of Columbia without the approval of the Agreements Manager.
 - c. Fort Jackson will transport the dogs and cats to the animal shelter and the City of Columbia will house stray dogs and cats up to 10 occurrences per year for each animal at no charge, then \$24.00 per day for a maximum of five days for each additional animal above 10. The City of Columbia shall contact Fort Jackson's Technical Representative from Directorate of Public Works (DPW) for approval of extending the stay of each animal past the five-day maximum.
5. Summary of Services and Price. In consideration for the services to be provided by the City of Columbia, the United States Army agrees to pay the City of Columbia in accordance with the following schedule:

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Service	Quantity	Unit	Unit Price	Total
Housing of dogs	10	EA	\$0.00	\$0.00
Housing of cats	10	EA	\$0.00	\$0.00
Euthanasia fees	10	EA	\$15.00	\$150.00
Estimated Annual Total				\$150.00

Funds are not currently available for performance of this Agreement. No legal liability on the part of the United States Army shall arise until the Agreements Manager notifies the City of Columbia that funds are available and authorizes the City of Columbia to begin performance of services.

6. Incremental Funding (If Applicable). If the installation does not have sufficient funds to pay for all services for a year's performance, then the IGSA should state that:

a. The United States Army only has \$150.00 available annually for obligation and payment under this Agreement, and shall only be liable for payment of services up to this amount and subsequent amounts allotted to the Agreement by the Agreements Manager. The United States Army anticipates that it will receive additional funds incrementally to the full estimated cost of the services for each performance period. The City of Columbia agrees to perform services up to, but not under any circumstances to exceed, the total amount of funds available under this Agreement or each subsequent allotment. The City of Columbia shall notify the Agreements Manager one month before it shall exceed the amount of available funding.

b. Upon receipt of such notification, the Agreements Manager shall notify the City of Columbia that additional funds have been allotted to the agreement and specify the amount; or if funds are not available, notify the City of Columbia to suspend performance of the Agreement until funds are available.

c. The above conditions shall be applicable for each allotment of funding provided under the Agreement.

7. Term of Agreement. The term of this Agreement shall be for five years from the execution of the Agreement by the Agreements Manager, and renewable for successive one year periods for five additional years. The United States Army 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 Army shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreements Manager of an intent to award the option for an additional year of performance. The Agreements Manager shall provide notice of the renewal of the IGSA

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at least 10 days prior to the expiration of the current performance period. The Agreements Manager may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States Army, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Manager without further liability to the United States Army.

8. Payment. The United States Army shall pay the City of Columbia for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. The City of Columbia shall not include state or local taxes in the prices it charges the United States Army unless approved by the Agreements Manager in advance. The City of Columbia shall electronically submit invoices or payment requests to the Technical Representative (TR) and the Agreements Manager. The Agreements Manager 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.

a. Per the DoD Guidebook for Miscellaneous Payment, dated December 2016, payments to non-federal government Intergovernmental agencies are exempt from paying the Prompt Pay Interest charges.

b. The payment method for IGSA's will be made via Miscellaneous Payment transactions processed through the General Fund Enterprise Business System (GFEBS). All IGSA's 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 Defense Finance and Accounting Service (DFAS) who will issue payment via electronic funds transfer (EFT) or check to the Service Provider.

9. Change in Rates (if applicable and requested by the City of Columbia). Rates may only be adjusted upon 30 days written notice to the TR and the Agreements Manager. If the TR or his representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to the Agreement. Modifications to prices in the Agreement must be reduced in writing and approved and incorporated into the Agreement by the Agreements Manager.

10. 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. The City of Columbia 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

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of the parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the City of Columbia and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the City of Columbia.

11. Inspection of Services. The City of Columbia will only tender services and goods in conformance with the IGSA. The installation proponent for the services with the Agreements Manager concurrence shall appoint a TR who will be responsible for inspecting all services performed. The City of Columbia will be notified of the identity of the TR and his alternate, and of any changes. If services are performed outside the installation, the TR shall be granted access to areas where services are performed. The TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

a. If the TR determines that services do not conform to the requirements in the Agreement, the TR can require the City of Columbia to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the 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 TR can reduce the billed price to reflect the reduced value of the services to be performed. The 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 Agreements Manager.

b. If the City of Columbia 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 Columbia's performance, the City of Columbia shall promptly notify the TR.

c. In those rare instances in which the City of Columbia 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 Columbia. Except in an emergency, the United States Army will not exercise this authority without providing prior notice to the point of contact (POC) designated by the City of Columbia 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 TR, the Agreements Manager may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the City of Columbia POC identified in this agreement.

12. Termination. The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally

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terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement. The United States Army reserves the right to terminate this agreement for its convenience at any time. When notified by the Agreements Manager of the termination, the City of Columbia shall immediately stop all work. The government will pay the City of Columbia a percentage of the agreed price reflecting the percentage of work performed to the notice. The City of Columbia shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

13. 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.

14. Applicable Law. The IGSA is subject to the law and regulations of the United States Army. 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.

15. 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 any other issues they may have. The TR shall represent the Government in such meetings.

a. If the parties are unable to resolve an issue, the TR or the City of Columbia may submit a claim arising out of the Agreement to the Agreements Officer 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 Columbia representative to discuss the claim and its resolution. The Agreements Manager shall issue a final decision within 90 days of receipt of each claim.

b. Appeals Authority: If the City of Columbia is dissatisfied with the Agreements Manager's decision, it may appeal the matter to the installation garrison commander and must specify the basis of its disagreement. The Garrison Commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be identified in 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 Columbia must be coordinated with the Agreements Manager.

c. As part of its appeal, the City of Columbia may request alternate disputes resolution (ADR) to resolve disputes; the United States Army may agree to

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use of ADR in its sole discretion. If ADR procedures are employed, the Garrison Commander shall consider the findings and recommendations of the third party mediator(s) in making his final determination. The parties agree to the above procedures in lieu of litigation in any forum.

16. Notices, Points of Contact (POCs), Annual Reviews and Amendments to the IGSA. The POCs for issues pertaining to this IGSA are as follows:

a. For the United States Army: Agreements Manager, Sebrina R. Baxter, email: Sebrina.baxter.civ@mail.mil, phone (803) 751-8943.

b. For the City of Columbia: Public Works Director, Robert Anderson, email: Robert.Anderson@columbiasc.gov, phone (803) 545-3782.

c. Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

d. The POCs and a management official at least one level above the POCs, as well as the IGSA Agreements Manager, shall meet annually to discuss the IGSA and consider any amendments to the Agreement.

e. Any party can propose amendments at any time. All amendments must be in writing and incorporated by amendment to the Agreement by the Agreements Manager in order to be effective.

17. Duty to Protect United States Army Property on the Installation. The City of Columbia shall conduct a visit of the installation with the 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 Columbia shall prepare an accident avoidance plan and plan to protect United States Army property on the installation. The City of Columbia shall take measures to protect and not damage any property of the United States Army during performance of services. Should the City of Columbia damage such property, the City of Columbia 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 Columbia 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 Columbia each month. The TR shall provide written notice of the United States Army'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 United States Army property over the term of the current period of performance.

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18. Continuity of Services. The City of Columbia recognizes that the services under this Agreement are vital to the United States Army and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States Army terminate this Agreement for any reason, the City of Columbia agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

19. Liability. Except as otherwise provided in this Agreement, the City of Columbia shall be responsible for the activities of the City of Columbia or its employees in performance of this Agreement.

20. Wages and Labor Law Provisions. These provisions apply to the City of Columbia and any contractor performing services under this IGSA on behalf of the City of Columbia. The City of Columbia shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the City of Columbia and complies with all applicable City of Columbia 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 Columbia shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the City of Columbia 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 Columbia shall immediately notify the TR and the Agreements Manager. The City of Columbia shall provide timely updates until the dispute is resolved.

21. Non-Discrimination and Sexual Assault/Harassment. This provision applies to the City of Columbia and its contractors. The City of Columbia 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 Columbia shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The City of Columbia 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.

22. Transferability. This Agreement is not transferable except with the written authorization of the Agreements Manager.

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23. 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 Agreements Manager.

24. Signature and Approval:

For USAG Fort Jackson:

John W. Hankins
3/3/2020
(Date)

For the City of Columbia:

Cheresa Wilson
1/28/2020
(Date)

APPROVED AS TO FORM

Jane M. C. G.
Legal Department City of Columbia, SC