

May 4, 2023

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager  
Victoria Yarbrough, Assistant City Manager

FROM: Kennie Downing, Chief Procurement Officer

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT  
RESOLUTION 2023-033, an Intergovernmental Support  
Agreement with Fort Huachuca to provide Fire  
Suppression Systems Inspection, Maintenance and Repair  
Services Provided By a Third Party Contractor

RECOMMENDATIONS:

The City Manager recommends approval.  
The Assistant City Manager recommends approval.  
The Chief Procurement Officer recommends approval.

BACKGROUND:

US Army Garrison Fort Huachuca desires to enter into an Inter-Governmental Support Agreement (IGSA) between the installation and City of Sierra Vista for the provision of fire suppression system inspection, maintenance, and repairs of the installation's wet and dry chemical fire suppression systems. The proposed IGSA is a one-year term with nine annual renewal options. It may be terminated by mutual agreement at any time upon 180 days written notice, except as otherwise specified.

The City will provide such service and support to our military neighbor through a contract with a fire suppression inspection company that is currently under contract with the City for the next two years. Execution of this IGSA will entail the City managing the fire suppression services contractor that will provide services to Fort Huachuca, re-bidding the contract when it expires, reviewing invoices, and billing Fort Huachuca for the monthly service.

The City will recover all overhead expenses associated with management of this IGSA included in the monthly billing to Fort Huachuca.

The parties undertake this Agreement to provide services, supplies or construction 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.

Pending City Council approval of this Resolution, the IGSA will be signed by both parties and implementation will begin in the May 2023.

On April 11, 2023 the City and Fort Huachuca received authorization from the Deputy Assistant Secretary of the Army (Installations, Housing, and Partnerships) and the Commanding General for Installation Management Command (IMCOM) to enter into the IGSA.

BUDGET APPROPRIATION:

Not applicable. There is no expense to the City for adding Fort Huachuca to the City's existing service agreement with the contractor. The City has added 10% administration fee to the contractor's cost which will cover the City's administrative duties including invoice review, billing, receipt of reimbursement from Fort Huachuca and future procurements.

Attachments: Resolution 2023-033

Intergovernmental Support Agreement (IGSA) #W91QUS-IGSA-A60TC-23-0003

RESOLUTION 2023-033

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL SUPPORT AGREEMENT WITH THE UNITED STATES ARMY GARRISON, FORT HUACHUCA, FOR FIRE SUPPRESSION SYSTEMS INSPECTION, MAINTENANCE AND REPAIR SERVICES AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the United States Army Garrison, Fort Huachuca, requires fire suppression systems inspection, maintenance, and repairs in their facilities as required by State code; and

WHEREAS, the Secretary of the Army is authorized by federal law codified at 10 U.S.C. 2679 to enter into Intergovernmental Support Agreements on a sole source basis with a local government to receive installation support and services; and

WHEREAS, Intergovernmental Support Agreements assist Fort Huachuca in enhancing mission viability and improving quality of service while reducing operations and service costs; and

WHEREAS, the City of Sierra Vista has a history of close partnership with Fort Huachuca, and seeks to support the mission of the Fort wherever feasible; and

WHEREAS, the City of Sierra Vista utilizes a third-party contractor to provide fire suppression systems inspection, maintenance, and repair services for City facilities under a city contract and will extend the services to Fort Huachuca to be performed under the same contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

**SECTION 1**

That the City of Sierra Vista will provide Fire Suppression Systems Inspection/Maintenance/Repairs Services performed by a contractor to the United States Army Garrison, Fort Huachuca, and will bill Fort Huachuca for these services at the rates adopted in the Intergovernmental Agreement, Exhibit A.

**SECTION 2**

That the City Manager, City Clerk, City Attorney or their duly authorized officers

and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 4<sup>TH</sup> DAY OF MAY 2023.

\_\_\_\_\_  
CLEA A. MCCAII  
Mayor

Approval as to Form:

Attest:

\_\_\_\_\_  
NATHAN J. WILLIAMS  
City Attorney

\_\_\_\_\_  
JILL ADAMS  
City Clerk

Prepared by: Kennie Downing, Chief Procurement Officer

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)  
BETWEEN THE  
UNITED STATES ARMY GARRISON FORT HUACHUCA  
AND  
THE CITY OF SIERRA VISTA  
W91QUS-IGSA-A60TC-23-0003

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and the CITY OF SIERRA VISTA, hereafter the CITY OF SIERRA VISTA is used for brevity throughout this model, is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter 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 COL John Ives (hereafter GC) to execute agreements on behalf of the United States.

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 Sierra Vista, 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, supplies or construction 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.

RESPONSIBILITIES OF THE PARTIES:

A. Fort Huachuca will:

- a. Identify and Point of Contact (POC) as the IGSA-M who will serve as the installation's liaison with City of Sierra Vista regarding concerns pertaining to the IGSA.
- b. Appoint a subject matter expert as IGSA Technical Representative (TR) who will provide oversight of the Fire Suppression Services.
- c. Supervise and manage its personnel and bear all the responsibilities involved with its personnel, such as pay and benefits.
- d. Not expect or request that City of Sierra Vista employees or any contractors it engages for this IGSA act in any way on behalf of Fort Huachuca or the larger federal government.
- e. Approve rates for services for the upcoming fiscal year and incorporate agreed- upon rates in the written IGSA.

- f. Pay the City of Sierra Vista for services upon satisfactory achievement of the milestones identified in the Performance Work Statement (PWS), as specified in the RFP, depending on the services performed, or as otherwise specified herein. The IGSA-M will approve payment.
- g. Notify the City of Sierra Vista of the annual renewal of the IGSA as early as possible but no later than 120 days prior to the expiration of the current performance period.

B. City of Sierra Vista will:

- a. Perform Fire Suppression inspection/maintenance/repair services as described herein for Fort Huachuca once authorized to do so up to but not in excess of authorized amounts.
- b. Supervise and manage its Fire Suppression Service personnel involved with this IGSA and bear all the responsibilities involved with its personnel, such as pay and benefits and ensuring its employees and contractors comply with all applicable licensing, certification and other professional and legal requirements and apply due diligence in their work under this IGSA.
- c. Assume all responsibility for any contracted assistance it engages for purposes of this IGSA, including but not limited to using competitive procedures for awarding any such contract(s), with the understanding that this requirement does not apply to collective bargaining agreements between the City of Sierra Vista and its employees.
- d. Notify the IGSA agreement manager when it appears that the cost of the services will exceed the authorized amount in 60 days.
- e. Immediately stop performing all services under this IGSA when so directed by the IGSA-M or TR and/or upon termination of the IGSA.

The CITY OF SIERRA VISTA 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 SIERRA VISTA personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal

employees. Under no circumstances, shall the CITY OF SIERRA VISTA employees or contractors be deemed federal employees. If the CITY OF SIERRA VISTA 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 SIERRA VISTA and its employees.) Employees of the United States may not perform services for or on behalf of the CITY OF SIERRA VISTA or its contractor without the approval of the IGSA-M.

**SUMMARY OF SERVICES AND PRICE:**

In consideration of the services to be provided by the City of Sierra Vista; Fort Huachuca agrees to pay City of Sierra Vista as follows:

| Year | Period of Performance     | Annual Cost |
|------|---------------------------|-------------|
| 1    | May 5, 2023 - May 4, 2024 | \$17,777.00 |
| 2    | May 5, 2024 - May 4, 2025 | \$18,310.00 |
| 3    | May 5, 2025 - May 4, 2026 | \$18,860.00 |
| 4    | May 5, 2026 - May 4, 2027 | \$19,426.00 |
| 5    | May 5, 2027 - May 4, 2028 | \$20,008.00 |
| 6    | May 5, 2028 - May 4, 2029 | \$22,009.00 |
| 7    | May 5, 2029 - May 4, 2030 | \$22,669.00 |
| 8    | May 5, 2030 - May 4, 2031 | \$23,349.00 |
| 9    | May 5, 2031 - May 4, 2032 | \$24,050.00 |
| 10   | May 5, 2032 - May 4, 2033 | \$24,771.00 |

**TERM OF AGREEMENT:** The term of this agreement shall be ten (10) years.

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 120 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 renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to the United States.

**PAYMENT:** The United States shall pay the CITY OF SIERRA VISTA 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 SIERRA VISTA shall not include any State or Local taxes in the prices it charges the United States unless approved by the IGSA-M in advance. The CITY OF SIERRA VISTA shall electronically submit invoices or payment requests to the Government's 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.

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 DFAS who will issue payment via electronic fund transfer (EFT) to THE CITY OF SIERRA VISTA.

CHANGE IN RATES: Rates may only be adjusted upon 180 days written notice to the IGSA-M. If the IGSA-M 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 reduced to writing and approved and incorporated into the Agreement by the IGSA-M.

OPEN COMMUNICATIONS 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 SIERRA VISTA 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 the CITY OF SIERRA VISTA 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 PUBLIC PARTNER.

INSPECTION OF SERVICES: The CITY OF SIERRA VISTA will only tender services and goods in conformance with the IGSA. The DPW- O&M Division with IGSA-M with concurrence shall appoint an IGSA-TR who will be responsible for inspecting all services performed. The CITY OF SIERRA VISTA will be notified of the identity of the IGSA-TR and his/her alternate, and of any changes. If services are performed outside the installation, the IGSA-TR shall be granted access to areas where services are performed.

The IGSA-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. If the IGSA-TR determines that services do not conform to the requirements in Agreement, the IGSA-TR can require the CITY OF SIERRA VISTA to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the IGSA-M 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-M can reduce the billed price to reflect the reduced value of the services to be performed. The IGSA-M 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.

If the CITY OF SIERRA VISTA 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 PUBLIC PARTNER's performance, the CITY OF SIERRA VISTA shall promptly notify the IGSA-TR.



In those rare instances in which the CITY OF SIERRA VISTA 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 the CITY OF SIERRA VISTA. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the CITY OF SIERRA VISTA 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 can recommend termination to the GC to terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the CITY OF SIERRA VISTA POC identified in this agreement.

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 180 days written notice to the POCs designated in this Agreement.

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, the CITY OF SIERRA VISTA shall immediately stop all work. The government will pay the CITY OF SIERRA VISTA a percentage of the agreed price reflecting the percentage of work performed to the notice. The CITY OF SIERRA VISTA shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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.

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 any other issues they may have. The IGSA-TR and IGSA-M shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the IGSA-M or the CITY OF SIERRA VISTA may submit a claim arising out of the Agreement to the Garrison Commander (GC) 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 THE CITY OF SIERRA VISTA representative to discuss the claim and its resolution. The GC shall issue a final decision within 60 days of receipt of each claim.

If the CITY OF SIERRA VISTA is dissatisfied with the IGSA-M's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation 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 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 SIERRA VISTA must be coordinated with the IGSA-M.

As part of its appeal, the CITY OF SIERRA VISTA may request alternate disputes resolution (ADR) to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the installation 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.

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, the IGSA-M or his designated representative.

Fort Huachuca IGSA-M Laurie Thompson 520-533-2048, [laurie.e.thompson.civ@army.mil](mailto:laurie.e.thompson.civ@army.mil)  
Fort Huachuca IGSA-TR Carmelo Cruz 520-533-8514, [carmelo.cruz.civ@army.mil](mailto:carmelo.cruz.civ@army.mil)

For the CITY OF SIERRA VISTA: Kennie Downing, Chief Procurement Officer  
Unless otherwise specified, all notices under this Agree shall be provided to the POCs specified above.

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

Any party can propose amendments 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 SIERRA VISTA 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 will be performed. The CITY OF SIERRA VISTA shall prepare an accident-avoidance plan and plan to protect Government property on the installation. The CITY OF SIERRA VISTA shall take measures to protect and not damage any property of the United States during performance of services. Should the CITY OF SIERRA VISTA damage such property, the CITY OF SIERRA VISTA may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the CITY OF SIERRA VISTA does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the CITY OF SIERRA VISTA 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.

CONTINUITY OF SERVICES: The CITY OF SIERRA VISTA 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. Should the United States terminate this Agreement for any reason, the CITY OF SIERRA VISTA agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to affect an orderly and efficient transition of services.

HOLD HARMLESS: Except as otherwise provided in this Agreement, the CITY OF SIERRA VISTA shall indemnify and hold the United States 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 SIERRA VISTA or its employees in performance of this Agreement.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the CITY OF SIERRA VISTA and any contractor performing services under this IGSA on behalf of the CITY OF SIERRA VISTA. The CITY OF SIERRA VISTA shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the CITY OF SIERRA VISTA and complies with all applicable THE CITY OF SIERRA VISTA 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 SIERRA VISTA shall comply with all applicable federal, state, and local occupational safety and health requirements and standards. If the CITY OF SIERRA VISTA 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 SIERRA VISTA shall immediately notify the IGSA-TR and the IGSA-M. The CITY OF SIERRA VISTA shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to The CITY OF SIERRA VISTA and its contractors. The 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 SIERRA VISTA shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The CITY OF SIERRA VISTA 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:

FOR THE CITY OF SIERRA  
VISTA, AZ:

\_\_\_\_\_  
John M. Ives, COL MI Commanding

\_\_\_\_\_  
Kennie Downing  
Chief Procurement Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

List all Attachments/Annexes:

ANNEX A- Statement of Work (SoW)

ANNEX B- Installation Security and Access Requirements

ANNEX C- Miscellaneous Requirements

1) Statement of Work, to include specified tasks, performance required standards, as well as quality control requirements.

Statement of work (similar to contracts, but stating the basic services to be performed, frequency, responsibilities of each of the parties.

For construction, repair, and maintenance type services, see FAR Part 36 (inspections, liquidated damages, material and workmanship, protection of vegetation and buildings, storage areas, accident prevention, utilities). For example, if the Agreement will require the CITY OF SIERRA VISTA to repair or paint a government facility, the installation could consider including a liquidated damages provision which is typical of some of our construction and similar service type contracts. **However, the Davis Bacon Act would not be applicable.**

2) Describe all Government or THE CITY OF SIERRA VISTA furnished property, equipment, and services:

The PUBLIC PARTNER will be responsible for furnishing all other facilities and equipment necessary to perform the IGSA.

GOVERNMENT FURNISHED PROPERTY: If the CITY OF SIERRA VISTA will use government equipment or facilities in performance of the IGSA, the IGSA should include an inventory of such items, and require an accounting of all items at the beginning and end of the IGSA. N/A

If space or facilities will be provided to the CITY OF SIERRA VISTA, advise whether

utilities or other services will be provided at no cost or must be reimbursed. If space is provided, the Agreement should require the CITY OF SIERRA VISTA to keep the area clean and free from accumulations of materials and waste, and address who will be responsible for repairs and custodial services. N/A

The IGSA should additionally provide: The CITY OF SIERRA VISTA shall replace or repair any destroyed or damaged equipment or property caused by its employees whether intentionally or through negligence. Should government furnished equipment require repairs or become inoperable, the CITY OF SIERRA VISTA shall notify the IGSA-TR. Government furnished property shall not be removed from the installation or used to perform other than services specified in this agreement, unless specifically approved in writing by the IGSA-TR.

[For contractor furnished property, if the installation lists the equipment and facilities which will be provided to the PUBLIC PARTNER, the IGSA can add the following provision: The CITY OF SIERRA VISTA will be responsible for furnishing all other facilities and equipment necessary to perform the IGSA. N/A

3) Acronyms and Definitions (list as applicable): N/A

4) Installation Security and Access Requirements:

INSTALLATION SECURITY AND ACCESS REQUIREMENTS: If work will be performed on an Army installation or other property under the Army's control, consult with the installation G-2 to add specific security requirements that must be met for contractors to access Army property as well as background requirements for The CITY OF SIERRA VISTA employees. The following work sheet shall be completed by the proponent for the services, submitted to the installation G-2 for review and approval, and submitted to the IGSA-M. The installation G-2 shall submit any additional installation security procedures and requirements to the IGSA-M, to include any limitations on access to the installation, specific gates to be used, licensing and inspection of vehicle requirements, etc. In the unlikely event that the Agreement will require The CITY OF SIERRA VISTA or its employees to access classified information, the installation shall specify procedures for access, storage, and similar procedures for all classified information. The IGSA-M shall additionally tailor FAR 52.204-2 for inclusion in the Agreement.

THE CITY OF SIERRA VISTA or contractor employees performing services under this Agreement.

The CITY OF SIERRA VISTA shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the IGSA-TR. The CITY OF SIERRA VISTA shall not permit any employee to perform work on this IGSA if such person is identified by the IGSA-TR as a potential threat the health, safety, security, general well-being, or operational mission of the United States. The IGSA-TR may deny the continued entry of

any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security.

All the CITY OF SIERRA VISTA vehicles will be identifiable and include the CITY OF SIERRA VISTA name.

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|---|
| <b>CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET</b>   |
| Requirements Package Title <u>Fire Suppression Services</u> Date <u>1 May 2023</u>  |
| <b>Section I.</b>   |
| <p>Purpose of cover sheet: To document the review of the requirements package performance work statement (PWS)/statement of work statement (SOW) quality assurance surveillance plan and any applicable source selection evaluation criteria for Anti-Terrorism (AT) and other related protection matters to include, but not limited to: AT, Operations Security (OPSEC), Information Assurance (IA)/Cyber Security, Physical Security, Law Enforcement, Intelligence, Foreign Disclosure.</p> <p>Army policy requirement: A signed AT/OPSEC cover sheet is required to be included in all requirements package except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold. Mandatory review and signatures: The organizational Anti-Terrorism Officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer review is also mandatory.</p> |
| <b>Section II. Standard Contract Language Provision/Contract Clause Text Applicability and/or Additional PWS/SOW Language.</b>  |
| <p>If standard contract or clause language found on page 2 (Section IV) of this form is sufficient to meet specific contract request requirements, check "YES" in block below and include this language in the PWS/SOW. If standard contractual text (provisions or clauses) or clause language does not apply, check "NO". If the standard PWS/SOW language applies, but is not in of itself sufficient, check "YES" and "PWS/SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the PWS/SOW, check "NO" and "PWS/SOW."</p>   |

|  |   |  |   |
|--|---|--|---|
| 1. AT level 1 training (general)   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | <input checked="" type="checkbox"/> SOW |
| 2. Access and general protection policy and procedures   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | <input checked="" type="checkbox"/> SOW |
| 2a. For contractor requiring Common Access Card (CAC).   | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 2b. For contractor not eligible for CAC but requires access to DoD facility or installation.   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | <input checked="" type="checkbox"/> SOW |
| 3. AT awareness training for US based contractor personnel traveling overseas.   | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 4. iWATCH training.  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | <input checked="" type="checkbox"/> SOW |
| 5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 6. For contracts that require a formal OPSEC program.  | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 7. Requirement for OPSEC training.   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | <input checked="" type="checkbox"/> SOW |
| 8. Information assurance/information technology training.  | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 9. Information assurance/information technology certification.   | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 10. Contractor Authorized to Accompany the Force clause.   | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 11. Contract requiring performance or delivery in a foreign country.   | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 12. Handling/Access to Classified Information.   | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> SOW            |
| 13. Threat Awareness Reporting Program.  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | <input checked="" type="checkbox"/> SOW |

**Section III. Remarks:**

**AT Remarks:** AT Level I Training. All Contractor employees, to include subcontractor employees, requiring access to Fort Huachuca facilities and controlled access areas shall complete AT Level I awareness training.

**OPSEC Remarks:** Per AR 530-1 Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained prior to the start date of their contract. OPSEC Awareness for Military Members, DoD Employees and Contractors is available at the following website: <http://cdsetrain.dtic.mil/opsec/index.htm>

**Antiterrorism Review Signature:** I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, *Antiterrorism*.

|   |                                    |
|---|------------------------------------|
| Reviewer <u>David Prince, GS-12</u>         | Date <u>1 May 2023</u>             |
| Typed or printed name, rank/civ grade _____ | Phone Number <u>(520) 533-0070</u> |
| Signature _____                             |                                    |

**Operations Security Review Signature:** I am OPSEC level II certified and have reviewed the requirements package, and it is in compliance with Army Regulation 530-1, *Operations Security*.

|  |  |
|--|--|
| Reviewer <u>David Prince, GS-12</u><br>Typed or printed name, rank/civ<br>grade _____<br>Signature _____ | Date <u>1 May 2023</u><br>Phone Number <u>(520) 533-0070</u> |
|--|--|

**Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.**

**1. AT Level I training.** *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>*

**2. Access and general protection/security policy and procedures.** *This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.*



**2a. For contractors requiring Common Access Card (CAC).** Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

**2b. For contractors that do not require CAC but require access to a DoD facility or installation.** Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

**3. AT Awareness Training for Contractor Personnel Traveling Overseas.** This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

**4. iWATCH Training. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.*** The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

**5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.** All contractor employees with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

**6. For contracts that require a formal OPSEC program.** The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.

**7. O53P0S-E1C.** Training. Per AR 530-1 Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

**8. For information assurance (IA)/information technology (IT) training.** All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.

**9. For information assurance (IA)/information technology (IT) certification.** Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2 the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

**10. For contractors authorized to accompany the force.** DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany U.S. Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

**11. For Contract Requiring Performance or Delivery in a Foreign Country,** DFARS Clause 252.225-7043, *Antiterrorism/Force Protection for Defense Contractors Outside the US*. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

**12. For contracts that require handling or access to classified information.**

Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD. 5220.22-M, notice of which has been furnished to the contractor.

**13. Threat Awareness Reporting Program.** Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.

2) Other General Provisions to be considered:

FEDERAL HOLIDAYS: Federal Holidays are listed in the Statement of Work.

INSURANCE [If services are provided on post]: The CITY OF SIERRA VISTA shall at its own expense provide and maintain during the entire period of this IGSA the following insurance:

- a. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. The policy shall include coverage for bodily injury, death and property damage arising out of actions or omissions by the CITY OF SIERRA VISTA or its employees or contractors.
- b. Comprehensive vehicular liability insurance in the combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c. Copies shall be furnished to the IGSA-TR and IGSA-M before providing services under this agreement.

NOTE BENE: The CITY OF SIERRA VISTA may propose to self-insure for such damage. Its acceptability should be assessed by the installation. If acceptable, an appropriate provision should be included in the IGSA addressing self-insurance and stating that the self-insurance is authorized in lieu of the above insurance requirements.

LIABILITY FOR DAMAGE TO THIRD PARTIES: The CITY OF SIERRA VISTA shall be liable to the government for loss or damage to third parties in performance of the services, wherever performed, and for injury or death of persons resulting from the negligence or fault of the PUBLIC PARTNER, its employees, its contractors, or agents in performance of the contract. The CITY OF SIERRA VISTA shall hold the United States harmless from claims or litigation from third parties and shall indemnify the Government for all judgments against it as well as costs incurred in connection with defense of such litigation. The United States shall not be responsible for injuries and deaths to the PUBLIC PARTNER's employees or employees of its contractors, unless caused by a Government employee and compensable pursuant to federal legislation authorizing recovery against the United States.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: The PUBLIC PARTNER shall

fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. The CITY OF SIERRA VISTA shall timely furnish to the IGSA-TR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES:

Fort Huachuca will call 911 in the event of an emergency.

ENVIRONMENTAL REQUIREMENTS:

[The installation's DPW and environmental law attorney should provide any environmental requirements applicable to the installation. If hazardous materials are involved, or the CITY OF SIERRA VISTA must use hazardous materials in performance, consider tailoring clauses at FAR 52.223-3, etc.]

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES:

All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the CITY OF SIERRA VISTA shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The IGSA-TR may direct the CITY OF SIERRA VISTA to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

THE CITY OF SIERRA VISTA EMPLOYEE REQUIREMENTS: All the CITY OF SIERRA VISTA and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are THE CITY OF SIERRA VISTA or the contractor's employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the CITY OF SIERRA VISTA will provide the IGSA-TR all identification or other credentials furnished by the Government.

ANNEX J – IGSA MANAGER/TECHNICAL REPRESENTATIVE APPOINTMENT  
MEMORANDUM TEMPLATE

AMIM-HUG-ZA (190-13g)

05 May 2023

MEMORANDUM FOR Fort Huachuca Garrison and The City Of Sierra Vista  
Intergovernmental Support Agreements (IGSA) Manager/Technical Representative  
Laurie Thompson IGSA-M, Carmelo Cruz – IGSA-TR.

SUBJECT: Delegation of Authority for IGSA Manager/Technical  
Representative Role and Responsibility.

You are hereby appointed the Garrison IGSA Manager/Technical Representative.

You and your immediate supervisor are required to sign the last page of this memorandum within seven calendar days to acknowledge your appointment as the IGSA-M/TR to demonstrate that you are in receipt of this memorandum.

You should familiarize yourself with the IGSA oversight process and communicate with the Garrison IGSA Technical Representatives, IGSA Managers and IGSA community partners as necessary to ensure satisfactory performance of the IGSA requirements. You are the only Army employee who has the role and responsibility to initiate, coordinate, and integrate outreach efforts to establish community partnership for IGSA's at Garrison, AZ Fort Huachuca.

**In your capacity as IGSA-M, you have the authority to:**

1. Conduct the initial outreach efforts with community leaders for consideration of IGSA's.
2. Ensure the follow-up, coordination, and organization of preliminary planning meetings with Community Senior Leaders, the Garrison Commander, Installation stakeholders and IMCOM HQ SME Leaders.

**Your responsibilities as the IGSA-M/TR also include, but are not limited to:**

1. Maintain a professional relationship with the IGSA partner in the interest of Army integrity and sound management.
2. Ensure due outs are executed from all stakeholder meetings.
3. At a minimum, the IGSA-M/TR's files should contain copies of the following:
  - a. This IGSA-M appointment memorandum and acknowledgement.
  - b. IGSA transaction instrument and any modifications.
  - c. Records of conversations with the IGSA partner, including meeting notes. All records must be retained for 6 years, 3 months.

Your designation as IGSA-M/TR shall remain in effect through the IGSA Mission timeline unless sooner revoked by the Garrison Commander (or equivalent), and any such revocation of the designation shall be in writing. If your designation is revoked for any reason, turn your records over to the successor IGSA-M/TR.

The undersigned acknowledges the IGSA-M/TR appointment and accepts the duties, responsibilities and limitations described in this appointment memorandum.

The IGSA Integration Manager's immediate supervisor confirms that sufficient time will be given for the IGSA Integration Manager to perform the IGSA Integration role.

\_\_\_\_\_  
Laurie E. Thompson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christy Hirshberg

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carmelo Cruz

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dustin Miner

\_\_\_\_\_  
Date

\_\_\_\_\_  
JOHN M. IVES  
Colonel, MI  
Commanding