

# Issue Analysis Form

Date: 5/12/2020

Item: Revised Intergovernmental Support Agreement with the United States (Ft. Lee)

Lead Department(s): Police & Info Technology

Contact Person(s): Keith Early & Cliff Young



## Description and Current Status

Requesting permission to execute a revised agreement between Prince George County and the United States of America (Ft. Lee). This agreement provides Ft. Lee access to the County's Computer Aided Dispatch (CAD) and Call Handling System (VESTA). The revised agreement provides for more efficient and equitable cost sharing guidelines.

## Government Path

- Does this require IDA action?  Yes  No
- Does this require BZA action?  Yes  No
- Does This require Planning Commission Action?  Yes  No
- Does this require Board of Supervisors action?  Yes  No
- Does this require a public hearing?  Yes  No
- If so, before what date?  Yes  No

## Fiscal Impact Statement

Ft. Lee will pay 100% of costs associated with hardware, software and services required for the United States to connect and utilize CAD. After connection, Ft. Lee will pay 50% of all annual maintenance and all other related software, hardware and provided services purchased for the benefit and utilization of both the United States and Prince George County.

## County Impact

The County will not incur any increase in expenses for associated software, hardware, services and/or maintenance. This agreement provides opportunity for cost savings.

## Notes

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 12<sup>th</sup> day of May, 2020.

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Present:

Donald R. Hunter, Chairman  
Alan R. Carmichael, Vice-Chairman  
Floyd M. Brown, Jr.  
Marlene J. Waymack  
T. J. Webb

Vote:

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On motion of \_\_\_\_\_, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AUTHORITY TO EXECUTE INTERGOVERNMENTAL  
SUPPORT AGREEMENT WITH FORT LEE UTILIZATION OF 911  
SYSTEM

BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 12<sup>th</sup> day of May, 2020, does hereby authorize the execution of a Intergovernmental Support Agreement with Fort Lee for the utilization of 911 System.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE  
UNITED STATES

AND

PRINCE GEORGE COUNTY, VIRGINIA

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Prince George County, a political subdivision of the Commonwealth of Virginia, hereafter PUBLIC PARTNER 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 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 Colonel Hollie J. Martin (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 Prince George County, the prices to be paid by the United States, 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, 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:

The services provided to the United States by the PUBLIC PARTNER in this Agreement do not result in the PUBLIC PARTNER possessing or receiving any documents or public records of the United States, the Department of Defense, or any of the armed services of the United States.

Neither party will be liable for any indirect damages arising out of this agreement including: economic, punitive, consequential, special or incidental. Nor will either party be responsible for damages for loss of profits or revenues, loss of privacy, business interruption, or loss of business information; or any other kind of indirect damages.

The hardware and software technology to be installed by the PUBLIC PARTNER is provided by the vendors of such and the PUBLIC PARTNER makes no warranties or representations, express or implied that the software or hardware is fit for its intended purpose. The United States is solely responsible for determining whether the hardware, software, and PUBLIC PARTNER services are suitable for the United States' purposes. The PUBLIC PARTNER does not warrant that use of the software and the PUBLIC PARTNER system will be error-free or uninterrupted.

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 PUBLIC PARTNER personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall PUBLIC PARTNER employees or contractors be deemed federal employees. If the PUBLIC PARTNER 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 PUBLIC PARTNER and its employees.) Employees of the United States may not perform services for or on behalf of the PUBLIC PARTNER without the approval of the Agreements Officer.

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by the PUBLIC PARTNER, the United States agrees to pay the PUBLIC PARTNER accordingly:

1<sup>st</sup> year: All costs associated with hardware, software and services required for the United States to connect and utilize CAD.

Identified purchases are as follows:

- ONE Solution CAD Client AVL License
- ONE Solution CAD Resource Monitor Display License with Maps
- ONE Solution Computer-Aided Dispatch System
- ONE Solution Multi-Jurisdictional Dispatch Option
- ONE Solution AVL Server Host License
- ONE Solution Freedom Premium
- ONE Solution MCT Client AVL License
- ONE Solution MCT Client-Digital Dispatch
- ONE Solution CAD Emergency Reporting Interface
- ONE Solution CAD Client License for Message Switch
- ONE Solution Mobile Management Installation
- ONE Solution Public Safety & Justice Map Service
- ONE Solution Computer-Aided Dispatch Training
- ONE Solution Mobile Management Training
- ONE Solution Computer-Aided Dispatch Project Management
- ONE Solution Mobile Project Management
- ONE Solution Public Safety & Justice Services Project Management
- Hardware Required

Subsequent years: Fifty percent (50%) of Annual Maintenance costs; Fifty percent (50%) of all other CAD related software, hardware and provided services purchased for the benefit and utilization of both the United States and Prince George County. New, softwares, hardwares and/or services, for utilization of both the United States and Prince George County, will not be purchased or billed without the joint consent of both the United States and Prince George County.

All connectivity fees for connecting the United States to the PUBLIC PARTNER network including, but not limited to: point-to-point network connectivity and wireless service for mobile computer and/or tablets

will be billed monthly. The United States confirms that commercially appropriate endpoint protection software will be installed on all hardware accessing PUBLIC PARTNER'S network to prevent malware from affecting County public safety equipment and activities; the endpoint protection will be kept up-to-date while the hardware is in use.

TERM OF AGREEMENT: The term of this agreement shall be Five (5) years.

The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for four (4) additional years. The United States shall only be obligated for only 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 Agreements Officer shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of then current performance period. The Agreements Officer 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 Agreements Officer without further liability to the United States.

PAYMENT: All parties will review the maintenance fees annually as they are subject to change and pay any such appropriate increases. The United States shall pay the actual amount due for each service year; the parties agree that the payments will be made in advance of each service year in July, starting in July 2020. The United States shall pay the PUBLIC PARTNER for services based upon satisfactory completion of services on an annual basis. Payment shall be based for services provided as set forth in this Agreement. The PUBLIC PARTNER shall not include any State or Local taxes in the prices it charges the United States unless approved by the Agreements Officer in advance. The Public Partner shall electronically submit invoices or payment requests to the Government's Coordination Representative (CR) and the Agreements Officer. The Agreements Officer 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 Government will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations. Interest shall be paid for late payments as required by the Act, and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978.

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

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) or check to the Service Provider.

**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 PUBLIC PARTNER 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 PUBLIC PARTNER 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 PUBLIC PARTNER will only tender services and goods in conformance with the IGSA. The [installation proponent for the services with Agreements Officer concurrence] shall appoint a CR who will be responsible for inspecting all services performed. The PUBLIC PARTNER will be notified of the identity of the CR and his alternate, and of any changes. If services are performed outside the installation, the CR shall be granted access to areas where services are performed. The CR 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 CR determines that services do not conform to the requirements in Agreement, the CR can require the PUBLIC PARTNER to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the CR 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 CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR 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 Officer.

If the PUBLIC PARTNER 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 Public Partner shall promptly notify the CR.

In those rare instances in which the PUBLIC PARTNER 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 PUBLIC PARTNER. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the PUBLIC PARTNER 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 CR, the Agreements Officer may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the PUBLIC PARTNER 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 90 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 Agreements Officer of the termination, the PUBLIC PARTNER shall immediately stop all work. The government will pay the PUBLIC PARTNER a percentage of the agreed price reflecting the

percentage of work performed to the notice. The PUBLIC PARTNER 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 CR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the CR or the PUBLIC PARTNER 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 PUBLIC PARTNER representative to discuss the claim and its resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim.

Appeals authority: If the PUBLIC PARTNER is dissatisfied with the Agreements Officer'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 PUBLIC PARTNER must be coordinated with the Agreements Officer.

If the PUBLIC PARTNER wants to use an ADR process for appeals, consider the following: As part of its appeal, the PUBLIC PARTNER 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 a 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 CR or his designated representative.

For the Public Partner:

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 Agreements Officer 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 Agreements Officer in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: The PUBLIC PARTNER shall conduct a visit of the installation with the CR 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 PUBLIC PARTNER shall prepare an accident avoidance plan and plan to protect Government property on the installation. The Public Partner shall take measures to protect and not damage any property of the United States during performance of services. Should the PUBLIC PARTNER damage such property, the PUBLIC PARTNER may replace the item, restore it to its prior condition at its own cost, or reimburse the United States for such costs. If the Public Partner 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 PUBLIC PARTNER each month. The CR 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 Public Partner 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 Public Partner 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.

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

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



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 Officer.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

FOR PRINCE GEORGE COUNTY, VIRGINIA:

\_\_\_\_\_

Garrison Commander

\_\_\_\_\_

County Administrator

\_\_\_\_\_

Date

\_\_\_\_\_

Date