



**DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINT BASE SAN ANTONIO**



22 Feb 23

**INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)
BETWEEN THE UNITED STATES
AND
THE CITY OF SAN ANTONIO
IGSA NUMBER FA301623P0047**

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and the City of San Antonio (CoSA), together referred to herein as the parties, for Installation Support Goods and Services. This IGSA is entered into pursuant to federal law codified at 10 USC § 2679. The statute authorizes the Secretary of the Air Force 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 Air Force has delegated authority to the Deputy Assistant Secretary of the Air Force (SAF/IEI). On 30 January 2018, SAF/IEI further delegated this authority to Installation Commanders or Joint Base Commanders at joint-led bases 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 CoSA, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures.

TERMS AND CONDITIONS OF THE PARTIES

The CoSA shall perform the installation support services as stated in this IGSA in accordance with (IAW) the Performance Work Statement (PWS) (Attachment 1). The term “installation support services” shall only include services, supplies, resources and support typically provided by the CoSA for its own needs and without regard to whether such services, supplies, resources and support are provided to its residents generally.

This is a non-personal service agreement to provide full 911 Emergency Medical Services (EMS) to include ground transport services, Advanced Life Support (ALS), 24/7 service for patients requiring emergency transportation from Joint Base San Antonio Camp Bullis (JBSA-B) and Joint Base San Antonio Ft. Sam Houston (JBSA-FSH) to higher levels of care in the surrounding geographical areas. 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 CoSA 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 CoSA employees or contractors be deemed federal employees.

SUMMARY OF SERVICES AND PRICE

In consideration for the services to be provided by the CoSA IAW the attached PWS, the United States agrees to pay the CoSA in accordance with the following schedule:

Item	Description and Period of Performance	Qty	Unit	Unit Price	Extended Amount
0001	911 Emergency Medical Services (EMS) in accordance with the PWS (Atch. 1) PoP: 15 June 2023 – 14 June 2024 Firm-Fixed Price	12	Months	\$127,720.92	\$1,532,651.04

1001 Renewal Period	911 Emergency Medical Services (EMS) in accordance with the PWS (Atch. 1) PoP: 15 June 2024 – 14 June 2025 Firm-Fixed Price	12	Months	\$123,403.92	\$1,480,847.04
2001 Renewal Period	911 Emergency Medical Services (EMS) in accordance with the PWS (Atch. 1) PoP: 15 June 2025 – 14 June 2026 Firm-Fixed Price	12	Months	\$123,904.50	\$1,486,854.00
3001 Renewal Period	911 Emergency Medical Services (EMS) in accordance with the PWS (Atch. 1) PoP: 15 June 2026 – 14 June 2027 Firm-Fixed Price	12	Months	\$123,995.33	\$1,487,943.96
4001 Renewal Period	911 Emergency Medical Services (EMS) in accordance with the PWS (Atch. 1) PoP: 15 June 2027 – 14 June 2028 Firm-Fixed Price	12	Months	\$124,086.08	\$1,489,032.96

Funds are not currently available for performance of this Agreement. No legal liability on the part of the United States for any payment shall arise until the Contracting Officer notifies the CoSA that funds are available and authorizes the CoSA to begin performance of services.

TERM OF AGREEMENT

The term of this Agreement shall be for a one-year period from 15 June 2023 through 14 June 2024 with four (4) renewable one-year periods. 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 Contracting Officer of an intent to award the renewal period for an additional year of performance. The Contracting Officer shall provide notice of the renewal of the IGSA at least 10 calendar days prior to the expiration of the current performance period. The Contracting Officer may condition the renewal upon availability of funds and may suspend performance of the renewal period at no additional cost to the United States until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Contracting Officer without further liability to the United States.

PAYMENT

The United States shall pay the CoSA based upon satisfactory completion of services on a monthly basis. Payment shall be based on services provided as set forth in this Agreement and the attached PWS. The CoSA shall electronically submit invoices or payment requests through Wide Area Work Flow (WAWF). Payment will be made after acceptance of the services and the CoSA shall follow the billing instructions IAW WAWF.

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 CoSA shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the terms and conditions of this Agreement and the attached PWS. After its execution, a joint meeting of the parties will be conducted to discuss the terms of the IGSA.

INSPECTION/ACCEPTION OF SERVICES

The CoSA shall only tender for acceptance those items that conform to the requirements of this IGSA. The United States reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The United States may require repair or replacement of nonconforming supplies or reperformance of nonconforming

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services at no increase in price. If repair/replacement or reperformance will not correct the defects or is not possible, the United States may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The United States must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

The United States shall appoint a JBSA EMS Medical Director to monitor performance to ensure services are received and conform to the terms and conditions of the IGSA. The CoSA will be notified of the identity of the JBSA EMS Medical Director and of any changes thereof. He/she shall have the right to inspect all services and supplies; inspections are to be conducted in a manner that will not unduly delay the performance of work. The United States may alternately, in its 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 Contracting Officer.

If the CoSA 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 United States activities on the installation which impede the CoSA performance, the CoSA shall promptly notify the JBSA EMS Medical Director. Neither party shall be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or Acts of God.

TERMINATION

The Parties may terminate this IGSA, or any part hereof, by mutual agreement at any time. In the event of such termination, the CoSA shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this IGSA, the CoSA shall be paid a percentage of the IGSA price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the CoSA can demonstrate to the satisfaction of the United States using its standard record keeping system, have resulted from the termination. This paragraph does not give the United States any right to audit the CoSA's records. The CoSA 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 the 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 laws 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 Contracting Officer and/or the JBSA EMS Medical Director shall represent the United States in such meetings.

This IGSA is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this IGSA to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this IGSA shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The CoSA shall proceed diligently with performance of this

Agreement, pending final resolution of any dispute arising under the IGSA.

POINTS OF CONTACT

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

For the United States:

Marcus Mattingly (Contracting Officer)

Capt Shannon Thompson (JBSA EMS Medical Director)

Dylan Shick (Contract Specialist)

Meredith Garcia (Contract Specialist)

For the CoSA:

Andrew Estrada (Deputy Chief, San Antonio Fire Department)

ENTIRE AGREEMENT TO THE IGSA

This IGSA and the attached PWS represent the entire and integrated agreement between the United States and the City of San Antonio and supersedes all prior negotiations, representations or agreements, either oral or written. Amendments to the terms and conditions of this IGSA may be made only by written agreement of the parties.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION

The CoSA shall conduct a visit of the installation with the JBSA EMS Medical Director prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services may be performed. The CoSA shall take measures to protect and not damage any property of the United States during performance of services. Should the CoSA damage such property, the CoSA 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 CoSA 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 CoSA each month.

WAGES AND LABOR LAW PROVISIONS

These provisions apply to the CoSA and any contractor performing services under this IGSA on behalf of the CoSA. The CoSA shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the CoSA and complies with all applicable CoSA labor laws and standards. In no event, however, shall any employee be paid at a wage rate below the minimum wage established in the Fair Labor Standards Act. The CoSA shall comply with all applicable federal, state, and local occupational safety and health requirements and standards. If the CoSA has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the IGSA, the CoSA shall immediately notify the JBSA EMS Medical Director and the Contracting Officer. The CoSA shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT

This provision applies to the CoSA and its contractors. The CoSA 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 CoSA shall not permit employees who engage in sexual assault, sexual harassment, or trafficking to perform services under this IGSA. The CoSA 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.

SEVERABILITY

If, for any reason, any one or more conditions and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining terms and/or

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paragraphs of this Agreement but shall be confined in its effect to the specific terms, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any term, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

TRANSFERABILITY

This Agreement is not transferable except with the written authorization of the Contracting Officer.

ACTIONS OF DESIGNEES

Any act described in the IGSA to be performed by an individual or official can be performed by the designee of such individual or official, with the exception of the Contracting Officer.

Signatures and dates of signatures of the parties: [The Contracting Officer shall sign last.]

FOR THE UNITED STATES:

FOR THE CITY OF SAN ANTONIO
FOR INSTALLATION SUPPORT GOODS AND SERVICES
[MUNICIPALITY]:

Contracting Officer

CoSA Representative

Date

Date

List all Attachments/Annexes:

1. Attachment 1: Performance Work Statement JBSA 911 EMS Services 20 Jan 2023