

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES AND

CITY OF KILLEEN, TEXAS

WOVCAA-IGSA-A60RF-22-002

This Intergovernmental Support Agreement (hereafter referred to as the "IGSA" or "Agreement") between the United States and City of Killeen, Texas (hereafter referred to as the "CITY") is entered into pursuant to federal law codified at 10 USC 2679. The United States and the CITY may be referred to herein as the "Parties." 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 the Garrison Commander (hereafter referred to as 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, 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:

The CITY shall perform the Installation Support Services as stated in this IGSA and the Exhibits which are all adopted and incorporated into this Agreement. Installation Support Services only include 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 Installation Support Services do 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 CITY personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances shall CITY employees or contractors be deemed federal employees. If the CITY provides services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the CITY and its employees.) Employees of the United States may not perform services for or on behalf of the CITY without the approval of the GC.

The following are authorized to act on the behalf of the GC in the execution of this agreement. They are:

IGSA-Manager (IGSA-M)

IGSA-Technical Representative (IGSA-TR)

IGSA-Functional Expert (IGSA-FE)

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by the CITY, the United States agrees to pay the CITY in accordance with the following amounts. These amounts are broken down with more specificity in Exhibit C Intergovernmental Cost Estimate.

Period	Service	Amount	Total Amount
Year 1	General Service Costs	\$363,681.00	\$1,265,144.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 2	General Service Costs	\$41,548.00	\$1,318,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$375,000.00	
Year 3	General Service Costs	\$41,548.00	\$1,318,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$375,000.00	
Year 4	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 5	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 6	General Service Costs	\$363,681.00	\$1,265,144.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 7	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	

	Capital Investment	\$0.00	
Year 8	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 9	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 10	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Total			\$10,824,376.00

The costs in the payment schedule are based on current estimates and can be modified as needed throughout the Agreement, with coordination between the Parties.

The schedule above reflects costs in constant year dollars; however, the approved IGSA concept packet included provisions for inflation over the 10-year period. Such inflation may be negotiated between the United States and the CITY.

INCREMENTAL FUNDING:

The United States expects funding for this agreement to be provided incrementally. The United States will notify the City of the amount available 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 IGSA-TR. The United States anticipates that it will receive additional funds incrementally to the full estimated cost of the services for each performance period. The City agrees to perform services up to, but not under any circumstances exceeding, the total amount of funds available under this Agreement or each subsequent allotment. The City shall notify the IGSA-TR one month before it shall exceed the amount of available funding.

Upon receipt of such notification, the IGSA-TR shall notify the CITY that additional funds have been allotted to the agreement and specify the amount; or if funds are not available, notify the CITY to suspend performance of the Agreement until funds are available.

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement, and renewable for successive one-year periods for up to 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 IGSA-M 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 90 days prior to the expiration of the current Agreement term. 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, except that the Parties agree if the United States unilaterally terminates this Agreement due to inadequate funding, the United States shall pay for any and all fees and cost incurred to the CITY at the day of termination.

PAYMENT:

The United States shall pay an initial first month installment to the CITY of not less than \$150,000 each year, with the IGSA Agreement balance to be paid evenly over the remaining 11-month Agreement Period. However, capital improvements such as modifications to the facility will be paid in one installment.

The United States shall pay the CITY for services on a monthly basis. Payment shall be based on services provided as set forth in this Agreement. The CITY 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 shall electronically submit invoices or payment requests to the IGSA-TR and IGSA-FE specified in this document or future addendums. The IGSA-TR 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 United States 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. Payment will be made by the United States through the General Fund Enterprise Business System (GFEBS). Modification 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 shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After the Agreement is signed, an initial joint meeting of the Parties will be conducted to discuss the quality control plan. The initial meeting shall also discuss orientation of the CITY 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.

INSPECTION OF SERVICES:

The CITY will only tender services and goods in conformance with the IGSA. The Directorate of Public Works (DPW), with the approval of the IGSA-M, shall appoint an IGSA-FE who will be responsible for inspecting all services performed. The CITY will be notified of the identity of the IGSA-FE and of any changes. If services are performed outside the installation, the IGSA-FE shall be granted access to areas where services are performed. The IGSA-FE 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-FE determines that services do not conform to the requirements in this IGSA, the IGSA-FE can require the CITY to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the IGSA-FE 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-FE can reduce the billed price to reflect the reduced value of the services to be performed. The IGSA-FE may alternately waive price reductions or re-performance of the services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the GC.

If the CITY 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's performance, the CITY shall promptly notify the IGSA-FE.

In those rare instances in which the CITY 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. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the CITY 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-FE, the GC may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the CITY 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 Point of Contacts (hereinafter, "POCs") designated in this Agreement.

When notified by the IGSA-M of the termination, the CITY shall immediately stop all work. The United States will pay the CITY a percentage of the agreed price reflecting the percentage of work performed up to the time the CITY receives the termination notice. The CITY shall not be paid for any work performed or costs incurred which reasonably could have been avoided after notice of termination.

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 on a monthly basis to discuss performance and any other issues that either Party may have. The IGSA-TR shall represent the United States in such meetings. The Assistant City Manager, or his or her designee, shall represent the CITY in those meetings.

NOTICES, 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-Manager is Mr. Kelly Sandifer,
kelly.j.sandifer2.civ@army.mil.

For the United States, the IGSA-Technical Representative is Ms. Kimberly Hopkins, kimberly.k.hopkins.civ@army.mil.

For the United States, the IGSA-Functional Expert is TBD, (email)

For the CITY, the primary point of contact is Ms. Jessica Green, jlgreen@killeentexas.gov

For the CITY, the alternate primary point of contact is Ms. Danielle Singh, dsingh@killeentexas.gov

For the CITY, the functional representative is TBD (Animal Shelter Manager, Fort Hood)

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

If changes to the IGSA are necessary, the Assistant City Manager, the IGSA-M, and the IGSA-TR shall meet at least 90 days prior to the expiration of the Agreement then in effect.

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

DUTY TO PROTECT UNITED STATES GOVERNMENT PROPERTY ON THE INSTALLATION:

The CITY shall conduct a visit of the installation with the IGSA-FE 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 shall prepare an accident-avoidance plan to protect United States property on the installation (a template will be provided). The accident-avoidance plan should identify the measures the CITY will take to ensure that personnel operating motor vehicles obey the rules of the road and employ techniques to avoid accidents or collisions while traversing Fort Hood property. The plan shall also identify measures the CITY will take to avoid unnecessary wear and tear on the government-owned facility. The CITY shall take measures to protect and not damage any property of the United States during performance of services. Should the CITY damage such property, the CITY 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 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 each month. The IGSA-M shall provide written notice of the United States' 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 property over the term of the current period of performance.

CONTINUITY OF SERVICES:

The CITY 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 (not including lack of available funding).

WAGES AND LABOR LAW PROVISIONS:

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

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:

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

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 IGSA-M.

EXHIBITS:

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A- Performance of Work

Exhibit B- General Provisions

Signatures and dates of signatures of the Parties:

FOR THE UNITED STATES:

FOR CITY OF KILLEEN:

CHAD FOSTER
COLONEL, U.S. ARMY
GARRISON COMMANDER

KENT CAGLE
CITY MANAGER, CITY OF KILLEEN
KILLEEN, TEXAS

Date

Date

EXHIBIT A:
PERFORMANCE OF WORK

Scope: The CITY's Animal Control Department will provide services, including operating the Stray Animal Impound Facility (hereinafter "SAIF") on the Fort Hood cantonment area, to protect the health, safety, and harmonious coexistence of personnel, their family members, and their animals on this installation. Animal control services will ensure that stray animals are controlled on the installation to prevent damage to United States government property and affect mission accomplishment.

1. Basic Services.

1.1 The CITY shall, when requested for services by the Fort Hood Directorate of Public Works, proceed to the specified area on the Fort Hood cantonment area, which includes all housing areas. The CITY shall impound all domestic animals either observed, or requested, as a stray animal. The CITY shall transport all live captured domestic animals to the CITY Animal Control Facility (ACF) or the Stray Animal Impound Facility on Fort Hood (SAIF). The CITY will also be responsible for removing and/or disposing of dead animals found on Fort Hood.

1.2 The CITY shall be dispatched to a request for service on Fort Hood by the Fort Hood Directorate of Public Works when domestic animal control issues arise. The CITY shall be available to receive and respond to a request for service 24 hours per day, 7 days a week to include weekends and holidays.

2. Stray and Feral Animals

2.1 During a request of service, the CITY shall impound, in a humane manner, all stray domestic dogs and transport them to the Stray Animal Impound Facility (SAIF) or the CITY Animal Control Facility (ACF). Stray domestic and feral cats may also be brought to the Stray Animal Impound Facility where the CITY shall impound them in a humane manner.

2.2 The CITY shall receive telephonic calls from the Fort Hood Directorate of Public Works to impound domestic animals that have been observed or reported as a stray or feral animal. The CITY shall proceed to the specified location according to the call priority standards stated in section 5 of this Exhibit. All stray and feral animals captured will be taken to the CITY Animal Control Facility (ACF) or the Stray Animal Impound Facility (SAIF) for the purpose of sheltering animals.

2.3 An Animal Control Officer (ACO), upon receiving any animal for impoundment, shall record the description, breed, color, sex, and microchip information of the animal and the

date and time of impoundment. If the animal is microchipped or if the owner is known, the officer shall enter the name and address of the owner or the microchip number on the impoundment records. If the animal is microchipped and the owner is unknown, the ACO shall contact the appropriate microchip company to determine the owner of the animal. If the owner is identified, the ACO shall contact the owner. The ACO shall record all data collected separately for animals found on United States property and animals found within the CITY of Killeen.

2.4 If unsuccessful in attempting to contact the owner within 72 hours of impoundment, the ACO will notify the IGSA-FE for decision on disposition. Attempts to contact the owner will be recorded on the impoundment record and a copy provided to the IGSA-FE.

2.5 If the animal is not reclaimed within 72 hours, Sundays and Federal and/or CITY holidays excluded, and after either contact with the owner or decision from the IGSA-FE, the animal may be adopted or humanely disposed of by the ACF.

2.6 Animals that are reclaimed and reside on Fort Hood property must meet the requirements of the Fort Hood ~~Regulation 40-7~~ before returning to on-post housing. Owner(s) shall provide proof of registration from Fort Hood. This shall be accomplished at the owner's expense.

*Requirements for dogs: microchip; sterilization, confirm up-to-date rabies, distemper, hepatitis, parainfluenza and canine parvovirus, and Bordetella Brochiseptica; heartworm test annually, taking current heartworm preventative; annual fecal exam for intestinal parasites.

*Requirements for cats: microchip; confirm up-to-date rabies, viral rhinotracheitis, calicivirus, and panleukopenia {FVRCP} vaccines; outdoor cats are up-to-date on feline leukemia {FeLV} vaccine; annual exam for intestinal parasites.

2.7 Any animal that comes into possession of the CITY ACF, which was found on United States Property, that is seriously injured, sick, or exhibiting symptoms of contagious disease shall be humanely euthanized by CITY ACF personnel without waiting for the 72 hour expiration period provided; however, CITY ACF personnel shall contact the animal's owner, if known, to inform the owner of the disposition of such animal. In the case of infectious or contagious diseases, the IGSA-TR shall be notified. If the animal is not contagious and if CITY ACF chooses not to initially euthanize such animal and the owner indicates that the animal will be reclaimed, but fails to reclaim the animal within two (2) days of such notification, then the sick, or injured animal shall be euthanized by the CITY ACF. The CITY ACF shall keep a record of such animal, to include the breed, color, and sex of the animal, the date and time the animal came into possession of the ACF, the type of injury, disease, or sickness of the animal, the date the animal was euthanized, and any other information relevant to the health, condition, and description of such animal. ACF will provide consultation to Fort Hood DES as needed for animal abuse and

neglect cases. If, in the course of investigating, apprehending, or otherwise taking custody of a potentially dangerous domestic animal and such animal is not securely restrained, or an ACO or military law enforcement officer has reasonable suspicion to believe that the animal poses an immediate threat of serious physical injury or death to any person or other domestic animal, the ACO shall notify military law enforcement to render such potentially dangerous domestic animal immobile by means of deadly force, if necessary, to humanely dispose of the dangerous domestic animal.

2.8 Upon being notified of an area being frequented by stray domestic animals, the CITY, after exhausting all available capture measures and methods, except trapping, shall coordinate with Fort Hood Directorate of Public Works to place traps that are specifically designed for the humane capture of domestic animals. The CITY shall check all traps at least twice per day to ensure that no trapped animal is subject to extreme weather conditions, lack of food/water or any adverse conditions that could cause harm or injury to the trapped animal. CITY personnel will be responsible for restocking the trap with fresh food. Wild (not including Feral Cats) animals that are captured in traps shall be released in the wild (approved range areas). Upon capture of a stray domestic animal in a trap, a CITY ACO will be notified to collect and transport to the CITY ACF. The CITY will respond to reports of non-domesticated animals, except rats, mice, and large game. Non-domesticated animals could include but are not limited to species such as nuisance birds, bats, raccoons, possums, snakes, other reptiles, etc.

3. Quarantine Procedures for Animals Involved in Bites - Currently administered by VETCEN (Fort Hood Veterinarians)

3.1. The CITY may transfer animals involved in bites to CITY ACF if there is no room available at the SAIF while the animal awaits trial.

4. Surrender of Pets by Owners

4.1 The CITY may accept the surrender of pets by their owners, subject to the availability of space, in the Stray Animal Impound Facility (SAIF) and/or CITY ACF. Only owners residing in Fort Hood family housing are eligible to surrender their pets under this IGSA at SAIF. The CITY will verify the owner's residency based on presentation of a signed Memorandum for Record from the Installation Veterinary Clinic before accepting any animals. After a three day quarantine/holding period, the impounded animals that were surrendered by their owners, and which have not been reclaimed, become the property of the CITY and can be placed for adoption or otherwise disposed of in a humane manner or as required by State law.

5. Call Priority

5.1 Priority 1 (Need an ACO to Respond Now) typically 30 minutes

- Aggressive
- Bites
- Sick/Injured
- Trapped/Confined
- Assisting ASU/PD/CONSTABLES/FT HOOD POLICE

5.2 Priority 2 (Need an ACO to Respond ASAP) typically 1 hour

- Violations
- Welfare
- Abandonment
- Wildlife Indoors

5.3 Priority 3 (Need an ACO to Respond ASAP) typically 2 hours

- Stray Roam
- Dead Animals
- Barking Dog
- Follow-Up Calls

EXHIBIT B
GENERAL PROVISIONS

CITY FURNISHED PROPERTY:

As outlined in the SUMMARY OF SERVICES AND PRICE charts, the United States agrees to pay the CITY in accordance with the following amounts so that the CITY can accomplish the performance work statement.

The CITY shall furnish vehicles, equipment, tools, fuels, materials, dog and cat food and supplies necessary to accomplish all services required by this IGSA.

The CITY shall provide and maintain its own telephone lines necessary to maintain contact with the FC911 center.

UNITED STATES FURNISHED PROPERTY:

The United States will provide access to the Stray Animal Impound Facility (SAIF), located at Building 4902. The United States will maintain the structure. The United States will also allow the CITY to make facility improvements to improve the animals' quality of life while they are housed in the Stray Animal Impound Facility (SAIF). Such improvements will be at no cost to CITY. The United States shall bare all cost associates with improvements. Such improvements will include but not limited to the following:

- Shade canopy over grassy area at the rear of kennels
- Concrete play yard area
- Kennel repairs such as gates, latches, fencing, paint, guillotine doors, lighting
- HVAC repairs and replacement
- Building and parking lot signage

The United States will provide utilities and a back-up generator to the CITY. The CITY shall immediately notify the IGSA-FE in the event of an outage and/or utilities that become defective or otherwise inoperable.

The United States will not provide equipment to the CITY other than what is physically located within the SAIF and would be considered relevant to this IGSA.

The United States will provide key(s) to Building 4902 to the CITY.

The CITY is requesting an option during year 2 and 3 of this Agreement as a task order cost, totaling \$375,000 in each of FY23 and FY24. The CITY would like to make applicable improvements to the CITY's current Animal Shelter, located within the CITY of Killeen limits, to allow accommodations for more animals. These improvements are directly associated with this Agreement due to the size of the Fort Hood facility and the anticipated need for more space to house stray animals. These improvements would be the following:

- Kennel expansion and updates

Improvement	Cost	Year
Kennel expansion	\$750,000.00	FY23-FY24

Acronyms and Definitions:

ACO – Animal Control Officer

ADOPTION – The transfer of a stray or surrendered animal by the animal shelter to a new owner.

CITY – Killeen

FERAL – Existing in a wild or uncultivated state, especially after being domestic or cultivated

STRAY ANIMAL – An uncontrolled dog or cat, which is homeless, ownerless, or is a privately owned dog or cat allowed dog or cat allowed to roam without restriction.

INSTALLATION SECURITY AND ACCESS REQUIREMENTS:

The CITY 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-M. The CITY shall not permit any employee to perform work on this IGSA if such person is identified by the IGSA-FE as a potential threat to the health, safety, security, general well-being or operational mission of the United States. The IGSA-M 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 CITY vehicles will be identifiable and include the CITY's name and logo to include vehicle number.

FEDERAL HOLIDAYS:

The CITY may be required to perform services on recognized federal holidays. The recognized federal holidays are:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE:

The CITY employees and any City-contracted employees (if applicable) shall comply with all installation security and health conditions. City employees who interact 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 CITY employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the CITY will provide the IGSA-FE all identification or other credentials furnished by the government.

REGULATIONS INCORPORATED INTO THIS IGSA:

~~CAM Regulation 40-7 Pet and Animal Control~~
COK Code of Ordinances regarding animals, Chapter 6