

INTERGOVERNMENTAL SUPPORT AGREEMENT

BETWEEN

NAVAL STATION EVERETT

AND

CITY OF EVERETT

FOR

DE-ICING TREATMENT OF MAJOR INSTALLATION ROADWAYS

[IGSA NUMBER = N68967-24-IGSA-001]

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by and through the Commanding Officer, Naval Station Everett (hereinafter, "NSE"), and the City of Everett, a municipal corporation of the State of Washington. When referred to collectively, NSE and City of Everett are referred to as the "Parties".

1. **BACKGROUND:** This IGSA is made by and between City of Everett, a municipal corporation of the State of Washington, and the Department of the Navy (NRNW Installation/Program), a federal agency of the United States of America. The Parties, NSE, pursuant to Title 10 U.S.C. § 2679, and City of Everett, pursuant to chapter 39.34 RCW, have entered this IGSA so that City of Everett may immediately provide de-icing treatment of major installation roadways. NSE does not have a current capability for road de-icing prior to predicted winter storm warnings to protect life safety on the installation. Funding is currently constrained, and it is cost prohibited to contract or purchase the equipment and supplies for de-icing of NSE major roadways. The City of Everett has sufficient capability and is able and willing to provide the de-icing treatment for NSE major roadways in exchange for in-kind installation-support services in lieu of payment. NSE may provide installation-support services in the form of granting access to the City of Everett to installation classroom spaces and the pool for emergency management training purposes. 10 U.S.C. § 2679 (a) (1) states, "Notwithstanding any other provision of law governing the award of Federal Government contracts for goods and services, the Secretary concerned may enter into an intergovernmental support agreement, on a sole source basis, with a State or local government to provide, receive, or share installation-support services if the Secretary determines that the agreement will serve the best interests of the department by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs.
2. **AUTHORITIES:** This IGSA is entered into by NSE pursuant to 10 U.S.C. § 2679 and by City of Everett pursuant to chapter RCW 39.34.030.

2.1. 10 U.S.C. § 2679 permits the Navy to enter an IGSA on a sole source basis with a State or local government provided the IGSA will serve the best interests of the Navy by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs, but only when State or local government providing the installation services already provides such services for its own use. The Secretary of the Navy has delegated the signature authority to execute a non-Federal Acquisition Regulation (FAR) IGSA on behalf of the Navy, through the Assistant Secretary of the Navy, who further delegated approval authority for IGSA's to Commander, Navy Installations Command (CNIC). CNIC further delegated IGSA approval authority for IGSA's to Region Commanders and Installation Commanders. These delegations are based on the annual dollar amount of the installation-support service provided. Based on these delegations, the Commanding Officer (CO) of Naval Station Everett is the Navy's representative and has approval and signature authority for this IGSA.

2.2. Chapter 39.34.030 RCW permits City of Everett to enter into this agreement to provide the Department of the Navy, as represented by the CO, NSE with roadway de-icing treatment that the City of Everett already provides for its own use. City of Everett and the Department of the Navy NSE meet the definition of a "public agency" as defined in RCW 39.34.020.

2.3. This IGSA has been approved by NSE under applicable federal laws and has been approved by the State of Washington, of which City of Everett is a municipal corporation, under applicable state laws.

3. PURPOSE: This IGSA is made by and between the Parties to provide roadway de-icing services using City of Everett personnel. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by City of Everett, the services to be provided by the United States, and the appropriate reimbursement and liability procedures. The Parties undertake this IGSA for City of Everett to provide NSE with installation-support services to provide de-icing treatment of the major roadways in exchange for NSE providing City of Everett with classroom and pool space for training purposes.

3.1. This IGSA is entered into between NSE and City of Everett on a sole source basis on a NSE Business Case Analysis (BCA) that this IGSA will serve the best interests of the Department of the Navy/NSE by creating efficiencies and economies of scale that will reduce/eliminate road di-icing treatment costs for NSE, as the City of Everett already provides such services for its own use. The NSE BCA anticipates that the de-icing treatment of the major roadways will slightly increase the volume of such services already used by City of Everett.

3.2. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies, build relationships, and enhance mission effectiveness. The IGSA is intended to promote collaboration between the Parties by creating economies of scale and leveraging each Party's strengths. Existing or future mutual aid agreements for police and

fire protection services are not affected by this IGSA and cannot be circumvented. This IGSA does not include security guard or fire-fighting functions.

4. RESPONSIBILITIES OF THE PARTIES: Responsibilities of the Parties in the execution of this IGSA for roadway de-icing services provided to NSE are provided below.

4.1. NSE will-

4.1.1. Ensure the Command Duty Officer (CDO) and/or Assistant Command Duty Officer (ACDO) are briefed to notify Security once contacted by City of Everett Public Works when the road treatment vehicle is enroute and/or treating W. Marine View Drive with an Estimated Time of Arrival.

4.1.2. Coordinate installation access and security vehicle escort of City of Everett road treatment equipment and ensure roadways are cleared for maximum coverage.

4.1.3. NSE requests treatment of the following major roadways: Perry Ave, Fletcher Way and Spruance Blvd. (See attachment 1, map of NSE with designated route).

4.1.4 Coordinate and provide in-kind exchange of installation-support services through provision of classroom space and pool usage by City of Everett, on an ad-hoc and not-to-interfere basis, for City emergency management training.

4.1.4.1 NSE Installation Training Officer (ITO) is the point of contact to coordinate access to classroom space and pool for training and will ensure City of Everett submits training and safety plans with requests for classroom and pool use.

4.1.4.2 NSE ITO must approve the training and safety plans prior to scheduling use of the classroom or pool for City of Everett training activities.

4.1.4.3 NSE ITO will schedule the classroom and coordinate pool availability with N9/ Morale Welfare and Recreation (MWR) to ensure City of Everett training does not conflict with any MWR scheduled activities.

4.2. City of Everett will-

4.2.1. Provide de-icing road treatment services as outlined in this IGSA. These services will be provided on an as-available basis. These services will be coordinated with NSE to ensure compliance with all applicable Federal and State standards, laws, and regulations.

4.2.2. Coordinate with NSE Installation Program Integrator, N5 and Security Officer to obtain unescorted access for no more than six (6) City of Everett drivers/equipment operators applying the de-icer. Contact NSE CDO at (425) 418-2147 or ACDO at (425) 508-2946 when available to treat NSE installation major roadways to coordinate access to the base and treat the roads. Coordinate with CDO for security escort in the case of a substitute driver/operator without unescorted access.

4.2.3. De-icing treatment to the areas described in Section 4.1.3 of this agreement will typically be limited to application of liquid de-icing material. This de-icing treatment is limited to when Everett staff and equipment are available and will only be conducted when City of Everett applies de-icing along W. Marine View Drive.

4.2.4 Contact NSE ITO at (425) 304-3130 to schedule the use of classroom and pool for emergency management training activities.

4.2.4.1 Provide NSE ITO with a training and safety plan for use of the classroom and pool.

4.2.4.2 Follow all NSE posted safety and operating instructions and regulations while operating on NSE, using NSE classroom, and pool.

4.2.4.3 Provide own lifeguard service when utilizing the pool if the City requires such services.

4.3. Both Parties will-

4.3.1. Cooperate to ensure mutual goals are met and issues are promptly resolved.

4.3.2. Promptly notify the other party of any concerns and communicate openly and transparently to ensure any concerns or issues are promptly dealt with in order to not impede performance under this IGSA.

4.3.3. Resolve to try to work out disputes to the extent feasible before initiating termination procedures.

5. PUBLIC DISCLOSURE: To the extent permitted by the laws governing each Party, the Parties shall protect personal information and shall maintain the confidentiality of other exchanged information when requested to do so by the providing Party. This IGSA will be posted on the City of Everett's public website.

5.1. The Parties will comply with public requests for information related to this IGSA pursuant to the Freedom of Information Act, 5 U.S.C. § 552, and the Washington Public Records Act, Chapter 42.56 RCW.

5.2. If City of Everett receives a request for information about this IGSA made under Washington Public Records Act, City of Everett will notify NSE POCs designated in this IGSA. The City of Everett shall not release any information to the public until a review for critical infrastructure security information has been conducted by NSE in accordance with 10 U.S.C. § 130e. If NSE receives a request for information about this IGSA under Freedom of Information Act, NSE will notify City of Everett POCs designated in this IGSA.

6. RELATIONSHIP OF THE PARTIES: In the exercise of their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Each Party is responsible

for all costs of its personnel and contractors, including pay and benefits, support, and travel. Neither Party shall provide, without the prior written consent of the other Party, any contractor or employee with a release that waives or purports to waive any right a Party may have to seek relief or redress against that contractor or employee.

7. GENERAL PROVISIONS:

7.1. ADMINISTRATION. This IGSA shall be mutually administered by City of Everett and by NSE, collectively, the IGSA Directors. The IGSA Directors will identify personnel in City of Everett and at NSE to coordinate and manage the exchange of services under this IGSA.

7.2. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this IGSA. Each Party may change its POC and will provide e-mail notice to all POCs when a POC is changed.

7.2.1. For NSE

7.2.1.1. CDR Dillion “DJ” Jackson, Executive Officer
2000 W. Marine View Drive
Everett, WA 98207-5001
dillon.c.jackson6.mil@us.navy.mil
(425) 304-3325
name and contact information subject to change

7.2.1.2. Chad Rotzien, Installation Program Integrator, N5
2000 W. Marine View Drive
Everett, WA 98207-5001
chad.m.rotzien.civ@us.navy.mil
(425) 304-3356
name and contact information subject to change

7.2.1.3. LCDR Bill Short, Public Works Officer
2000 W. Marine View Drive
Everett, WA 98207-5001
william.m.short4.mil@us.navy.mil
(425) 304-3845
contact information subject to change

7.2.1.4. LT Milton Walters, Security Officer
2000 W. Marine View Drive
Everett, WA 98207-5001
milton.r.walters.mil@us.navy.mil
(425) 304-3446
contact information subject to change

7.2.1.5. Mr. Clarence “Pete” Hackney, Installation Training Officer
2000 W. Marine View Drive
Everett, WA 98207-5001
clarence.n.hackney.civ@us.navy.mil
(425) 304-3130
contact information subject to change

7.2.1.6 Command Duty Officer (CDO) (425) 418-2147
Assistant Command Duty Officer (ACDO) (425) 508-2946

7.2.2. For City of Everett

7.2.2.1. Grant Moen, P.E.
Maintenance Superintendent / Assistant Public Works Director
City of Everett Public Works
3200 Cedar
Everett WA 98201
425.257-8947
425.315-6240 (cell)
name and contact information subject to change

7.2.2.2. Chad Gillis
Streets Supervisor
City of Everett Public Works
3200 Cedar
Everett WA 98201
425.257-8839
425.210-7401 (cell)
name and contact information subject to change

7.2.2.3 Public Works 24-hour Dispatch
425.257-8821

7.2.3. CORRESPONDENCE: All correspondence to be sent and notices given pursuant to this IGSA will be addressed, if to:

NSE, to—

7.2.3.1. ATTN: Commanding Officer
Naval Station Everett
2000 W. Marine View Drive
Everett, WA 98207-5001

And, if to the City of Everett, to—

7.2.3.2. Ryan L. Sass, P.E.
Public Works Director
City of Everett Public Works
3200 Cedar
Everett WA 98201

7.2.4. RECORDS: The Parties shall follow established cost principles and procedures in determining allowable costs and payments under this IGSA and shall maintain books, records, documents, or other evidence pertaining to costs and expenses under this IGSA for a minimum of three years after the expiration of the IGSA. To the extent permitted under applicable laws and regulations, the Parties shall each allow the other to inspect such books, records, documents, or other evidence. Each Party shall maintain records of each purchase order and all payments made therefor in accordance with its governing record retention rules for contracts for vehicle maintenance services.

8. FINANCIAL DETAILS:

8.1. As of the effective date of this IGSA, the costs for all efforts to be ordered hereunder are estimated to cost approximately \$400.00 per treatment. In an average year, for example, NSE could likely expect no more than six roadway treatments a year, for an annual estimated cost of \$2,400.00. In exchange, NSE will provide in-kind installation-support services as outlined in paragraph 4.1.4 above. The Parties agree that the approximate value of the services exchanged is equal.

8.2. This IGSA does not document the obligation of funds between the Parties. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation. No provision in this IGSA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

8.3. Nothing in this IGSA shall limit or prohibit the ability of either Party from contracting with other persons or entities for the provision of the same or similar services. Payment of any unquestioned bill or item from a bill shall be made within thirty (30) days of receipt by the Party for whom such services were provided. The annual costs and payments made pursuant to such purchase orders shall not exceed such purchasing agent's authority to contract for such services without approval by the governing body of the Party from whom payment is to be made.

9. PAYMENT: Payment shall be based on services provided as set forth in this Agreement. Payment will be made with in-kind installation-support services provided by NSE as outlined in paragraph 4.1.4 above.

10. REVIEW OF IGSA: This IGSA will be reviewed annually on or around the anniversary of its effective date for financial impacts.
11. TERM OF IGSA: This IGSA is being entered into for a term not to exceed ten (10) years. This IGSA automatically terminates after ten (10) years from the effective date. A new IGSA may be executed for subsequent periods not to exceed ten (10) years.
 - 11.1. Each Party shall give notice to the other Party as to their intent to renew. City of Everett shall provide 180 days' notice of nonrenewal, and the NSE shall provide 90 days' notice of non-renewal, subject to the availability of funds. NSE 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.
12. MODIFICATION OF IGSA: This IGSA may only be modified by the written agreement of the Parties which must be duly signed by their authorized representatives.
13. SUSPENSION OF IGSA: The United States reserves the right to suspend performance of the Agreement in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States. In the event of a suspension, compensation for City of Everett will continue subject to availability of funds and work not affected by the suspension.
14. TERMINATION:
 - 14.1. The IGSA may be terminated by mutual written agreement at any time. In the event of mutual termination, no rights, responsibilities, benefits, or liabilities shall accrue to either Party.
 - 14.2. Each Party reserves the right to terminate this Agreement for its convenience at any time. This IGSA may also be terminated unilaterally by either Party upon 60 calendar days written notice to the POCs designated in this IGSA. When notified by the other Party of the termination, the Parties shall immediately negotiate a separate Termination Agreement and Schedule to define the roles and responsibilities and to mitigate impacts and all costs caused by the termination. The Parties recognize that the obligations and debts under this IGSA are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder prior to termination shall become immediately due and payable by the withdrawing Party upon termination. The withdrawing Party shall not be entitled to a refund or credit for any sums paid or incurred under this IGSA prior to termination.
15. APPLICABLE LAW:
 - 15.1. The Parties shall comply with all applicable Federal, State and local laws, Federal executive orders, and Federal rules and regulations applicable to its performance under this IGSA. 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. If there is a conflict between federal and state law or any municipal laws, federal law will control.

15.2. This IGSA is not governed by standard acquisition contracting methods of competitive bidding as delineated in the FAR and supplements thereto. However, if City of Everett shall provide services through a contract, the contract must be awarded through competitive procedures.

16. DISPUTES:

16.1. If the Parties are unable to agree about interpreting or applying a material term of either this IGSA or an order, the Parties agree to engage to reach mutual agreement in the proper interpretation of this IGSA including amendment or termination of this IGSA as necessary, or by escalating the dispute within their respective organizations.

16.2. As a condition precedent to a Party bringing any action for breach of this IGSA, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party must pay an equal share of any costs incurred by use of the third party.

16.3. If any third-party dispute or litigation relates to, or potentially affects a Party's ability to perform under this IGSA, the Parties agree to promptly notify each other of such dispute or litigation. The existence of such a dispute or litigation shall not excuse the Parties from performance pursuant to this IGSA.

16.4. If any dispute between the Parties arising out of this IGSA requires consideration of the law, the rights and obligations of the Parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

17. RELEASE: The City of Everett makes no promises, representations or guarantees to NSE that the de-icing road treatment services to be provided by the City of Everett under this Agreement are sufficient or appropriate for NSE. The City of Everett provides the services absolutely without warranty of any kind. NSE remains solely responsible for the condition of NSE road surfaces, for continuously evaluating the City of Everett's de-icing road treatment services, and for determining whether the services assist NSE in maintaining its road surfaces. In its evaluations, NSE may always consider providing its own de-icing road treatment services and terminating this IGSA. NSE acknowledges that NSE's paying in-kind services for de-icing road treatment services does not compensate the City of Everett for assuming legal risk associated with services. Accordingly, if the City of Everett fails for any reason to provide the de-icing road treatment services or fails to properly provide such services, NSE's exclusive remedy is termination of this IGSA, and as appropriate, refunding of amounts paid by NSE for the services. Except for this

exclusive remedy, NSE hereby waives and releases all claims of any kind whatsoever against the City of Everett (and the City of Everett's officers, employees, and agents) with respect to all de-icing road treatment services provided under this Agreement, including without limitation all claims or damages arising from the fault or negligence of the City or its employees or arising from other failure to provide the services.

17.1 Each Party is responsible for the action of its agents, officers, and employees. Nothing in this IGSA is intended to modify the immunity held by either the United States Navy or City of Everett. Furthermore, nothing in this IGSA is intended, nor may it be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever, in any third person not a party to this IGSA.

18. COOPERATION OF PARTIES: The Parties recognize that it is essential to cooperate fully concerning the handling of information and provision of services contemplated by this IGSA. In connection with this IGSA, the Parties therefore agree to provide any data, information, and documentation reasonably necessary for the other Party to perform its responsibilities under the terms of this IGSA.
19. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the Parties.
20. REVIEW FOR LEGAL ADEQUACY: Each Party to this IGSA acknowledges and agrees that this IGSA has been reviewed by each Party's respective legal counsel for legal adequacy.
21. WAIVER: No waiver of the breach of any of the covenants, terms, restrictions, or conditions of this IGSA by either Party shall be construed to be a waiver of any succeeding breach of the same or other covenants, terms, restrictions, or conditions of this IGSA. No delay or omission of either Party in exercising any right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this IGSA.
22. SEVERABILITY PROVISION: If any term or portion of this IGSA is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this IGSA shall continue in full force and effect.
23. SIGNATURES: This IGSA will be signed with AdobeSign, which is fully binding.
24. ENTIRE IGSA: It is understood and agreed that this IGSA, to include Attachment (1), which is incorporated herein by reference, embodies the entire IGSA between the Parties.
25. EFFECTIVE DATE: This IGSA takes effect on the day after the last Party signs.

IN WITNESS WHEREOF, the Parties have executed this IGSA as of the dates stated below.

Naval Station Everett

City of Everett



CAPT Stacy M. Wuthier
Commanding Officer
DATE: 10/22/2024

Cassie Franklin
Mayor
DATE: 10/22/2024

Attest:



Office of the City Clerk



Attachment (1): Map of NSE and Roadway Treatment Route

Everett Naval Station-Deicing-IGSA-RS-SD

Final Audit Report

2024-10-22

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 Agreement completed.

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