

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA) BETWEEN
UNITED STATES ARMY GARRISON (USAG), FORT RILEY, KANSAS

AND
THE UNIFIED SCHOOL DISTRICT (USD) 475
FOR
DESIGN-BUILD, PURCHASING COOPERATIVES, AND INDEFINITE QUANTITY
BUILDING AND INFRASTRUCTURE CAPITAL IMPROVEMENT, REPAIR AND
MAINTENANCE PROJECTS
IM-W800A8-22-IGSA22202

This Intergovernmental Support Agreement (hereinafter referred to as the IGSA) between the U.S. Army Garrison (USAG), Fort Riley and the Unified School District (USD) 475 for Design-Build, Purchasing Cooperatives, and Indefinite Quantity Building and Infrastructure Capital Improvement, Repair and Maintenance Projects is hereby entered into and is effective the day after the last Party signs. When referred to collectively, the U.S. Army Garrison and the USD 475 are referred to as the "Parties."

WHEREAS, the Parties enter into this IGSA pursuant to federal law codified at 10 USC 2679, which 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; and,

WHEREAS, the Secretary of the Army has delegated authority to Fort Riley Garrison Commander, COL Michael J. Foote (hereinafter referred to as GC) to execute agreements on behalf of USAG FORT RILEY; and,

WHEREAS, the Parties undertake this IGSA in order to enable Design-Build (D-B), Purchasing Cooperatives, and Indefinite Quantity Building and Infrastructure Capital Improvement, Repair and Maintenance (CIRM) Projects that creates cost savings, efficiencies, and enhances mission readiness.

WHEREAS, the purpose of this IGSA is to outline the roles and responsibilities and identify the services and support to be furnished by USAG FORT RILEY and USD 475.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **BACKGROUND:** USD 475 is the consolidated school district that operates one middle school and four elementary schools on Fort Riley. Fort Riley and USD 475 have a strong existing partnership and successful execution of a Design and Demolition IGSA. Fort Riley has an enduring requirement for D-B, Purchasing Cooperatives, and Indefinite Quantity Building and Infrastructure CIRM projects annually and will use the existing USD 475 D-B, Purchasing Cooperatives, and Indefinite Quantity Building and Infrastructure CIRM Project contracts.

SUBJECT: FORT RILEY – USD 475 DESIGN-BUILD, PURCHASING COOPERATIVES, AND INDEFINITE QUANTITY BUILDING AND INFRASTRUCTURE CAPITAL IMPROVEMENT, REPAIR AND MAINTENANCE PROJECTS # IM-W800A8-22-IGSA2202

2. RESPONSIBILITIES OF THE PARTIES:

2.1. The USAG Fort Riley will:

2.1.1. Provide IGSA Coordination Representatives (CR) and a Budget Representative (BR).

2.1.2. Provide USD 475, and its contractor agent, access to, and use of a laydown yard and Fort Riley facilities required in support of performance of projects through this IGSA.

2.1.3. Pay USD 475 the cost of D-B, Purchasing Cooperatives, and Indefinite Quantity Building and Infrastructure CIRM Projects and an 8% General & Administration fee to cover USD 475 services and costs via the General Fund Enterprise Business System (GFEBs) miscellaneous funds account.

2.2. USD 475 will:

2.2.1. Provide an IGSA Coordination Representative (CR) and Financial Representative (FR).

2.2.2. Be responsible for procuring and managing the D-B, Purchasing Cooperatives, and Indefinite Quantity Building and Infrastructure CIRM Project contracts.

2.2.3. Submit proposals, invoices, and/or payment requests to the Government's Coordination Representatives (CR) listed in the Points of Contact section of this agreement.

2.2.4. Perform installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies, resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

3. PERSONNEL: Each Party is responsible for all costs of its personnel including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

4. GENERAL PROVISIONS:

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4.1. 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 point of contact upon reasonable notice to the other Party.

4.1.1. For the USAG Fort Riley:

4.1.1.1. Coordination Representative (CR), C. David Scruggs, Public Works, Engineering Services Division Chief, (785) 239-2578, c.d.scruggs.civ@army.mil

4.1.1.2. Coordination Representative (CR) - Alternate, Fred Moody, Public Works, Design Branch Chief, (785) 239-6672, fred.a.moody4.civ@army.mil

4.1.1.3. Budget Representative (BR): Lisa Jonas, Resource Management Office, (785) 239-2758, lisa.w.jonas.civ@army.mil

4.1.1.4. Agreements Manager: Cheryl H. Crofoot, Support Agreement Manager, (785) 239-4889, cheryl.h.crofoot.civ@army.mil

4.1.2. For USD 475:

4.1.2.1. Coordination Representative (CR): David Wild, USD 475 Construction Program Manager, (785) 223-1749, DavidWild@usd475.org

4.1.2.2. Financial Representative (CR): Marilee Fredericks, USD 475 Chief Financial Officer, (785)717-4050, MarileeF.fredricks@usd475.org

4.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this IGSA will be addressed, if to the USAG Fort Riley, to:

4.2.1. USAG, Directorate of Public Works, Engineering Services Division, 408 Pershing Court, Fort Riley, Kansas, 66442, c.d.scruggs.civ@army.mil

and, if to USD 475, to:

4.2.2. USD 475 Construction Program Manager, 123 N. Eisenhower Drive, Junction City, Kansas 66441, DavidWild@usd475.org

4.3. FUNDS AND MANPOWER: 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 by the

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Garrison Resource Management Office who will commit and obligate funds. Payments will be processed within GFEBs by the DPW Business Operations and Integration Division (BOLD), upon approval by the designated Miscellaneous Pay Approver payment documents are electronically transferred to DFAS who will issue payment via electronic fund transfer (EFT) or check to USD475.

4.4. MODIFICATION OF IGSA: This IGSA may only be modified by the written agreement of the Parties, duly signed by their authorized representative. This IGSA will be reviewed annually on or around the anniversary of its effective date.

4.5 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 a minimum of 30 days written notice. The date and time of final termination may be specified in the written notice or, if not specified in the written notice, shall be deemed to occur on the 30th day following the date of the written notice.

Subject to the 30-day notice period above, either party reserves the right to terminate this agreement for its convenience at any time. When notified by the IGSA-CR of the termination, USD-475 shall take immediate steps to stop all work not already in progress. Work in progress shall be terminated as soon as practical, but at a minimum no later than the date of final termination. The government will pay USD 475 a percentage of the agreed price reflecting the percentage of work performed to the effective date of notice, plus any residual efforts necessary as part of the wind down of effort, which occurs up to the date of final termination. Upon notice of termination for convenience by USD 475, the government shall pay all reasonably incurred costs or expenses for work performed, per the terms of this Agreement or any issued task orders, prior to the date of final termination. USD 475 shall not be paid for any work performed or costs incurred which reasonably could have been avoided upon receipt of any notice of intent to terminate for convenience.

4.6. OPEN COMMUNICATIONS: Any disputes relating to this IGSA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19. 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.

4.7. DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: USD 475 shall fully cooperate with USAG in investigations involving accidents or damage to property or persons on property under Federal control. USD 475 shall timely furnish reports of investigations it completes regarding such accidents or damage to the IGSA- TR. The

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USAG shall fully cooperate with USD 475 involving accidents or damage to USD 475 property or persons on property under Federal control and shall, upon request, and subject to the provisions of the Privacy Act (5 USC 552), furnish reports of investigations it completes regarding such incidents to USD 475.

4.8. DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All properties under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, USD 475 shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and title 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. With authorization from the Garrison Commander, the IGSA-TR may direct USD 475 to bar individuals who violate these laws and policies from USAG-FRKS when authorized by the Garrison Commander. Such individuals may also be barred from access to the installation by the Garrison Commander.

4.9. HOLD HARMLESS: Except as otherwise provided in this Agreement, USD 475 shall indemnify and hold USAG harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the activities of the USD 475 or its employees in performance of this Agreement.

4.10. INSTALLATION SECURITY AND ACCESS REQUIREMENTS: Should USD 475 or Contractor workforce require regular and routine access to the Installation, they must comply with the outlined access procedures and all personal identity verification requirements as directed by Department of Defense (DOD), Headquarters, Department of the Army (HQDA), and/or policy. Should the Force Protection Condition (FPCON) at the installation change, the USAG may require changes in contractor security matters or processes. USD 475, Contractor and all associated sub-contractors' employees shall comply with Army Regulation (AR) 190-13 Physical Security requirements, applicable installation policy, facility, and area commander installation/facility access, local security policies and procedures. USD 475 shall not permit employees who are not citizens or legally documented workers to perform services under this IGSA.

5. TERM OF AGREEMENT: The term of this Agreement shall be for ten years from the execution of this Agreement by the parties. The POCs shall meet annually to discuss this IGSA and consider any amendments(s) to the agreement.

6. TRANSFERABILITY: This IGSA is not transferable except with the written consent of the Parties.

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7. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this IGSA embodies the entire understanding between the Parties regarding the IGSA's subject matter.

8. EFFECTIVE/EXPIRATION DATE: This IGSA takes effect beginning on the day after the last Party signs and expires ten (10) years from that date.

APPROVED:



MR. RON JOHNSON

USD 475 BOARD OF EDUCATION
President

7-28-2022
(Date)



MICHAEL A. FOOTE

COL, SR
Commanding

01 Aug 2022
(Date)

Attachment: D-B, Purchasing Cooperatives, and Indefinite Quantity Building and
Infrastructure CIRM Project Task Order SOP