



**DEPARTMENT OF THE AIR FORCE
10TH CONTRACTING SQUADRON
USAF ACADEMY COLORADO**

**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
10TH CONTRACTING SQUADRON; UNITED STATES AIR FORCE ACADEMY
COLORADO SPRINGS, COLORADO
AND
THE CITY OF COLORADO SPRINGS**

SUBJECT: Intergovernmental Support Agreement (“IGSA” or “Agreement”)
Watershed and Habitat Restoration at United States Air Force Academy (USAFA) and
Interstate 25

PURPOSE:

The 10th Contracting Squadron (CONS) located at USAFA and the City of Colorado Springs (CITY) (together CONS and CITY may be referred to herein as the “Parties”) mutually agree upon an IGSA to provide Monument Creek Watershed and Habitat Restoration Services. This IGSA provides the authority, background, scope, maximum ceiling amount, and terms and conditions to implement this IGSA.

AUTHORITY:

Title 10 U.S.C. Section (§) 2679 and Colorado Revised Statutes § 29-1-203

IGSA CEILING:

1. IGSA Ceiling Amount: \$39,000,000

BACKGROUND:

1. This document forms the basis of an IGSA between the United States Air Force and the CITY, a Colorado home rule city and municipal corporation, by and through its Stormwater Enterprise, and is entered into pursuant to federal law codified at 10 U.S.C. § 2679. The statute authorizes the Secretary of the Air Force to enter an IGSA on a sole source basis with a state or local government to receive installation support and services if the Secretary concerned 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. Authority for USAFA to enter an IGSA for Monument Creek Watershed and Habitat Restoration Services was approved at the SAF/IEI level on 27 October 2024 (Attachment 1).
3. In accordance with 10 U.S.C. Section 2679, an IGSA may be for a term not to exceed ten (10) years, provide for wage grades normally paid by that State or local government, the local Government already provides such services for its own use, and any contract for the provision of installation support services awarded by the Federal Government or local.
4. The Parties believe it will be mutually beneficial for the CITY to provide project delivery support to USAFA for the subject projects. The purpose of this Agreement is to outline the roles and responsibilities of the parties, identify the scope of work to be completed, and the cost share to be

paid by USAFA and the CITY. This IGSA is being entered into in accordance with (IAW) the Memorandum of Understanding (MOU) between the CITY and USAFA signed 28 October 2024 (Attachment 2).

5. This agreement will reflect the terms and conditions of a commercial contract subject to the Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items. Individual project execution will be either through the Miscellaneous Obligation Reimbursement Document (MORD) process or via a commercial purchase order on a Standard Form 1449. Individual project execution will be issued based on project prioritization for services needed in the Monument Creek watershed, demarcated by red boxes and/or green elements (Attachment 3) and availability of funding. The order that projects within the prioritization list are executed may vary due to severity of site conditions. The following commercial provisions and clauses apply to all executed purchase orders:
 - a. 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services
 - b. 52.212-2, Evaluation—Commercial Products and Commercial Services
 - c. 52.212-3, Offeror Representations and Certifications
 - d. 52.212-4, Contract Terms and Conditions
 - e. 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
 - f. MATERIAL AND WORKMANSHIP: All work under this IGSA shall be performed in a skillful and workmanlike manner. The Air Force Contracting Officer may require, in writing, that the CITY remove from work any employee the Air Force Contracting Officer deems incompetent, careless, or otherwise objectionable. All equipment, material and articles incorporated into the work covered under this IGSA shall be new and of the most suitable grade for the purpose intended.
 - g. PERMITS AND RESPONSIBILITIES OF THE PARTIES:
 - i. The CITY shall be responsible for obtaining any necessary licenses and permits.
 - ii. The CITY shall also comply with any Federal, State, and municipal laws, codes and regulations applicable to the CITY for the performance of the work. The CITY shall perform the services as stated in the IGSA. Specifically, the CITY will contract and manage individually issued purchase orders under the IGSA. This is a non-personal services agreement.
 - iii. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for the supervision or management of its personnel. Under no circumstances, shall the CITY employees, or contractors, be deemed federal employees.
 - iv. The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in the CITY employees creating or modifying federal policy, obligating appropriated funds of the United States Air Force, or overseeing the work of federal employees.
 - v. If the CITY employees provide services through a contract, the contract must be awarded through competitive procedures in accordance with CITY policies.

- vi. Employees of the United States Air Force may not perform services for or on behalf of the CITY without the approval of the Air Force Contracting Officer and the CITY's representative.
 - vii. The CITY's contractor shall also be responsible for all damages to persons or property that occur as a result of the CITY's contractor's fault or negligence. The CITY's contractor shall also ensure that any subcontractors are responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the applicable purchase order. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.
 - h. OTHER CONTRACTS: The Federal Government may undertake or award other contracts for additional work at or near the site of the work under a purchase order. Such additional work shall, to the extent practicable, not interfere with any work under this IGSA. The CITY shall fully cooperate with the other contractors and with Federal Government employees and shall carefully adapt scheduling and performing the work under a purchase order to accommodate the additional work, heeding any direction that may be provided by the CITY or Air Force Contracting Officer. The CITY shall, to the best of its ability, not commit or permit any act that will interfere with the performance of work by any other contractor or by Federal Government employees.
6. QUALITY ASSURANCE: The CITY shall be responsible for the quality assurance of repair/restoration and revegetation services. USAFA will provide periodic oversight but is not responsible for quality assurance during performance. The CITY will have routine inspection, quantity measurement and project management oversight. The quality assurance shall be at a standard similar to the CITY's standard of quality.
7. INSURANCE: The CITY is not required to provide insurance documentation to 10 CONS. Contractors performing for the CITY are required to provide insurance documentation in accordance with the following requirements:
- a. Employer's liability coverage of at least \$100,000 shall be required.
 - b. General liability requires bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - c. Automobile liability policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal documents of the locality and sufficient to meet normal and customary claims.
 - d. FAR 52.228-5, Insurance – Work on a Government Installation
 - (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
 - (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies

evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

8. **PAYMENT PROCEDURES:** Progress payments will be allowed for repair/restoration and revegetation work performed. Payment will be made after approval of progress reports for repair/restoration and revegetation requirements. Payment may be issued to the CITY via the MORD payment process. Alternatively, if payment is obligated via an SF 1449, invoices shall be submitted by the CITY using Wide Area Workflow. Final payment will be made after final inspection by the CITY and confirmation with USAFA. Payment to the CITY shall be implemented as follows:

- a. Obligated via MORD
 - i. USAFA will initiate the payment process.
 - ii. The CITY will submit individual invoices which amount to the percentage of work completed.
 - iii. USAFA confirms the invoice amount for the work completed.
 - iv. Payment is approved through the Defense Enterprise Accounting and Management System (DEAMS) by the USAFA Financial Management (FM) Team.
 - v. Once approved through DEAMS, payment to the city will be issued through Defense Finance and Accounting Service (DFAS).
- b. Obligated via SF 1449
 - i. DFARS 252.232-7006, Wide Area Workflow Payment Instructions

GENERAL TERMS AND CONDITIONS

1. APPROPRIATION OF FUNDS:

This IGSA is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs, and subject to the approval of City Council. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the CITY or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this IGSA, with respect to any financial obligations of the CITY which may arise under this IGSA in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this IGSA at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall

constitute a default or breach of this IGSA, including any sub-agreement, attachment, schedule, or exhibit thereto, by the CITY.

2. CHOICE OF LAW:

This Agreement is subject to, and shall be interpreted and performed under, the laws of the State of Colorado, and the Charter, Cite Code, Ordinances, Rules and Regulations of the City of Colorado Springs.

3. ENTIRE AGREEMENT:

This agreement, together with the IGSA and all attachments thereto, constitutes the entire agreement between the Parties, and all other representations or statements made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties.

4. GOVERNMENTAL IMMUNITY:

Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the CITY under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

5. JURISDICTION AND VENUE:

Court jurisdiction shall exclusively be in the District Court for El Paso County Colorado.

6. AMENDMENT:

This IGSA may be amended in writing by mutual agreement by the Parties' designated individuals identified to receive notice within Paragraph 7 of this Agreement.

7. GOVERNMENTAL IMMUNITY:

No term or conditions of this IGSA or any amendments thereto hereafter, shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., (C.R.S.), or the Federal Tort Claim Act, 28 U.S.C. 2671, et seq., as applicable.

8. NOTICE:

All notices, demands, requests or other communications required under this IGSA shall be in writing and may be delivered via e-mail, facsimile, or U.S. mail. In the event facsimile transmission or other electronic means of notice is provided, the notice shall be deemed to be delivered upon its transmission and receipt of confirmation of its receipt at the business location of the receiving party. Notice shall be provided to the individual or staff member of the jurisdiction for which it is intended as follows:

If to the CITY:

City of Colorado Springs, Public Works Director
30 South Nevada Avenue
Suite 401
Colorado Springs, CO 80903

With a copy to:

City Attorney
30 South Nevada Avenue
Suite 501
Colorado Springs, CO 80903

If to 10 CONS:

Jerry Smith
Contracting Officer
jerry.smith.25@us.af.mil
8110 Industrial Drive
Suite 200
United States Air Force Academy, CO 80840

With a copy to:

Cierra Fitzgerald
Contract Specialist
cierra.fitzgerald.1@us.af.mil

9. ASSIGNMENT:

Neither Party shall assign its respective rights or obligations under this IGSA except upon the prior written consent and approval of the other Party.

10. COUNTERPARTS:

This IGSA may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same IGSA.

11. TERM OF THE AGREEMENT:

The term of this IGSA shall be for ten (10) years beginning 1 July 2025 (the "IGSA Start Date") and ending 30 June 2035. Both parties shall be obligated to ten (10) years of performance under the agreement, as it has no authority to obligate additional periods of performance without implementation of a new MOU and IGSA agreement between the Parties.

12. NO THIRD-PARTY BENEFICIARIES.

This IGSA is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third-party beneficiary relationship, or to authorize any person not a party to this IGSA to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this IGSA.

13. **TERMINATION**

Either Party may terminate this IGSA for convenience upon sixty (60) days prior written notice to the other Party, which notice shall state the actual termination date.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this date of ___day of _____, _____.

Blessing A. Mobolade
Mayor
CITY OF COLORADO SPRINGS

Jerry Smith
IGSA Contracting Officer
10 CONS/PKA

Attachments:

1. SAF/IEI Memorandum dated 27 October 2024
2. MOU dated 28 October 2024
3. Monument Creek Watershed Prioritized Project List



DEPARTMENT OF THE AIR FORCE
WASHINGTON DC

OFFICE OF THE SECRETARY

Oct 27, 2024

MEMORANDUM FOR THE UNITED STATES AIR FORCE ACADEMY

FROM: SAF/IEI
1670 Air Force Pentagon
Washington, DC 20330-1670

SUBJECT: Partnership with the City of Colorado Springs Stormwater Enterprise for Monument Creek watershed and habitat restoration services

AUTHORITY: As authorized in Title 10 U.S.C. § 2679 and in accordance with the SAF/IEI Memo titled "Delegation of Authority for Installation Support Services: Intergovernmental Support Agreements (IGSAs)", a determination has been made that an IGSA for the City of Colorado Springs Stormwater Enterprise (City), providing Monument Creek watershed and habitat restoration services to the U.S. Air Force Academy (USAFA), serves in the best interest of the Department of the Air Force by enhancing mission effectiveness and creating efficiencies or economies of scale, including reduction of current and future costs. This decision is based on the following:

1. The attached Best Interest Analysis (BIA) identifies an average annual savings of \$1.6M/yr in costs to the Air Force due to a 40% overhead and design cost avoidance. The average savings is over 10 years (term of agreement not to exceed ten years), contingent on the final agreement between USAFA and the City reflecting the cost assumptions in the BIA.
2. The City has the capability to provide Monument Creek watershed and habitat restoration services equal to the current level of service received under all courses of action.
3. The City currently provides watershed and habitat restoration services for its own use, and any contract awarded by the City for its provision of such installation support services has been awarded on a competitive basis.

SCOPE OF WORK TO BE PERFORMED BY THE CITY: This intergovernmental support agreement will enable the City to provide watershed and habitat restoration services to USAFA.

RESPONSIBILITIES RETAINED BY THE AIR FORCE: USAFA remains responsible for compliance with applicable federal, state and local requirements as is the case under the status quo contract with the incumbent service provider.

OMB A-76 CONSIDERATION: The actions authorized by this determination do not circumvent the requirements of Office of Management and Budget Circular A-76 regarding public-private competition.

OFFICE OF PRIMARY RESPONSIBILITY: Negotiation, management, and administration of the agreement authorized by this determination will be the responsibility of the of USAFA.

TERM OF AGREEMENT: The agreement may be for a term of up to ten years.

LEGAL INSTRUMENT: This determination authorizes USAFA to enter into an Intergovernmental Support Agreement with the City, in accordance with the 16 December 2019 memorandum jointly signed by SAF/AQC and SAF/IEI, "Air Force Community Partnership (AFCP) Program; 10 U.S.C. § 2679; Installation Support Services: Intergovernmental Support Agreements (IGSA)." The future contract will be fully executed by a warranted contracting officer designated by USAFA.

Provided the executed contract between USAFA and the City reflects factors 1-3 identified on the previous page, I find that it serves the best interests of the Air Force in accordance with 10 U.S.C. § 2679.

ROBERT E. MORIARTY, SES, DAF
Deputy Assistant Secretary of the Air Force
(Installations)

MEMEORANDUM OF UNDERSTANDING
FOR
STORMWATER MANAGEMENT
BETWEEN
THE UNITED STATES AIR FORCE ACADEMY
AND
THE CITY OF COLORADO SPRINGS, CO

WHEREAS, the United States Air Force Academy (USAFA) and the City of Colorado Springs (COS) proposes to work together to design and fund, and/or seeking funding for, various solutions for repairing the damage to USAFA's creeks that have been caused by stormwater runoff from off-installation development, as well as work together to develop plans for preventing continued and future damage of the creeks located in the Monument Creek Watershed Basin in southern Colorado;

WHEREAS, COS staff and leaders and USAFA staff and leaders have reached general consensus through prior meetings and correspondence between July 2018 and August 2020 that stormwater management practices for some off-base developments have negatively affected USAFA's creeks, but there are jurisdictional authority and funding challenges to overcome in order to address and repair the damage;

WHEREAS, USAFA and COS have demonstrated successful collaborative efforts through the completed Monument Branch Phase 2 and 3 and Smith Creek channel stabilization and habitat restoration work, the planned North Gate permanent water quality pond, and ongoing restoration of Black Squirrel Creek Phase 1 and 2;

WHEREAS, continued inability of USAFA's creeks to sustainably carry the historic rate of stormwater released from off-base detention basins will continue to exacerbate the damage, which includes unstable and incised creeks, loss of riparian vegetation which threatens USAFA natural resources, to include wetlands and habitat for a federally-protected species, as well as infrastructure, including utilities and possible impacts on the USAFA airfield;

WHEREAS, on June 30, 2019, USAFA further recommended to COS the development of a Memorandum of Understanding (MOU) to outline future procedures for continuing collaboration throughout the process of implementing restorative and preventative actions and projects; and

WHEREAS, USAFA and COS (Parties), as signatories to this MOU, recognize the mutual benefit of continued collaboration and will endeavor to work together to find mutually beneficial solutions.

NOW, THEREFORE, the Parties do mutually agree to the following stipulations:

STIPULATIONS

1. In order to ensure continued collaboration throughout the process of developing a plan for rectifying the damage caused by stormwater and developing a way forward for future prevention, interactions shall include, but need not be limited to, inter-agency meetings, site visits, and comment submittals by the Parties to this MOU.
2. The Parties shall coordinate and plan the inter-agency meetings to include, but not limited to, the following topics:
 - a. Development of courses of action to address funding, cost-sharing, or other financial arrangements for joint projects to restore habitat and stabilize channels to enable them to sustainably carry the historic rate of flow;
 - b. Development of courses of action to prevent future damage, including addressing extra-territorial jurisdiction limitations, including application of Design Criteria Manual outside city limits and access to USAFA for COS staff and private contractors; and
 - c. Collaborative pursuit of funding opportunities, to include possible grants available through the state, Federal Office of Local Defense Community Cooperation, or arrangements under the Air Force Community Partnership program.
3. At least one representative from each of the Parties will attend each meeting. Other technical advisors (i.e. public works, contracting, legal counsel, planning department, resource managers) may be invited to attend these meetings.
4. Meeting notices will be provided via email and Parties will provide receipt of all emails to the sending Party.
5. Meetings will be held at least twice per year.
6. Post-meeting minutes will be disseminated by email within five working days, and review comments will be returned within five working days for finalization of the minutes. COS and USAFA will retain records of such comments and review for the project file.
7. Delivery methods for files too large for electronic mail will be dispersed using DoD Safe to ensure adherence to all security measures of the Air Force.
8. Additional meetings may be proposed to facilitate time sensitive activities related to the topic of stormwater management.
9. Recognizing that stormwater management is a regional issue, both parties will continue to participate in meetings and efforts facilitated by the Pikes Peak Area Council of Governments in the course of implementing the Colorado Springs Regional Joint Land Use Study, signed March 2019.

DURATION

This MOU will expire September 30, 2034. After this time, the parties' needs and mutual understanding about stormwater issues can be reviewed and revised.

AMENDMENTS

This MOU may be amended on the initiative by either signatory with the proposed amendment sent in writing to the other party by email. The proposed amendment must be agreed to by both signatories and will become effective by completion of the last signature.

TERMINATION

If any signatory to this MOU determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOU upon written notification to the other signatories.

OTHER PROVISIONS

1. The laws of the United States and the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this MOU.
2. The terms and provisions of this MOU, its attachments, and exhibits represent the entire understanding of the parties with respect to the subject matter of this MOU. No representations of warranties are made by the parties except as herein set forth.
3. Each party represents or warrants to the other that it has all necessary authority to enter into this MOU and that this MOU does not conflict with any other MOU between such.
4. No party may assign or transfer this MOU, or any other interest in this MOU without obtaining the prior written consent of the other party.
5. Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each party is responsible for supervisor and management of its personnel.
6. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision of this MOU will be interpreted to require obligation or payment of funds.
7. Contacts/Notices:

For the United States Air Force Academy:
POC: Amy Kelley

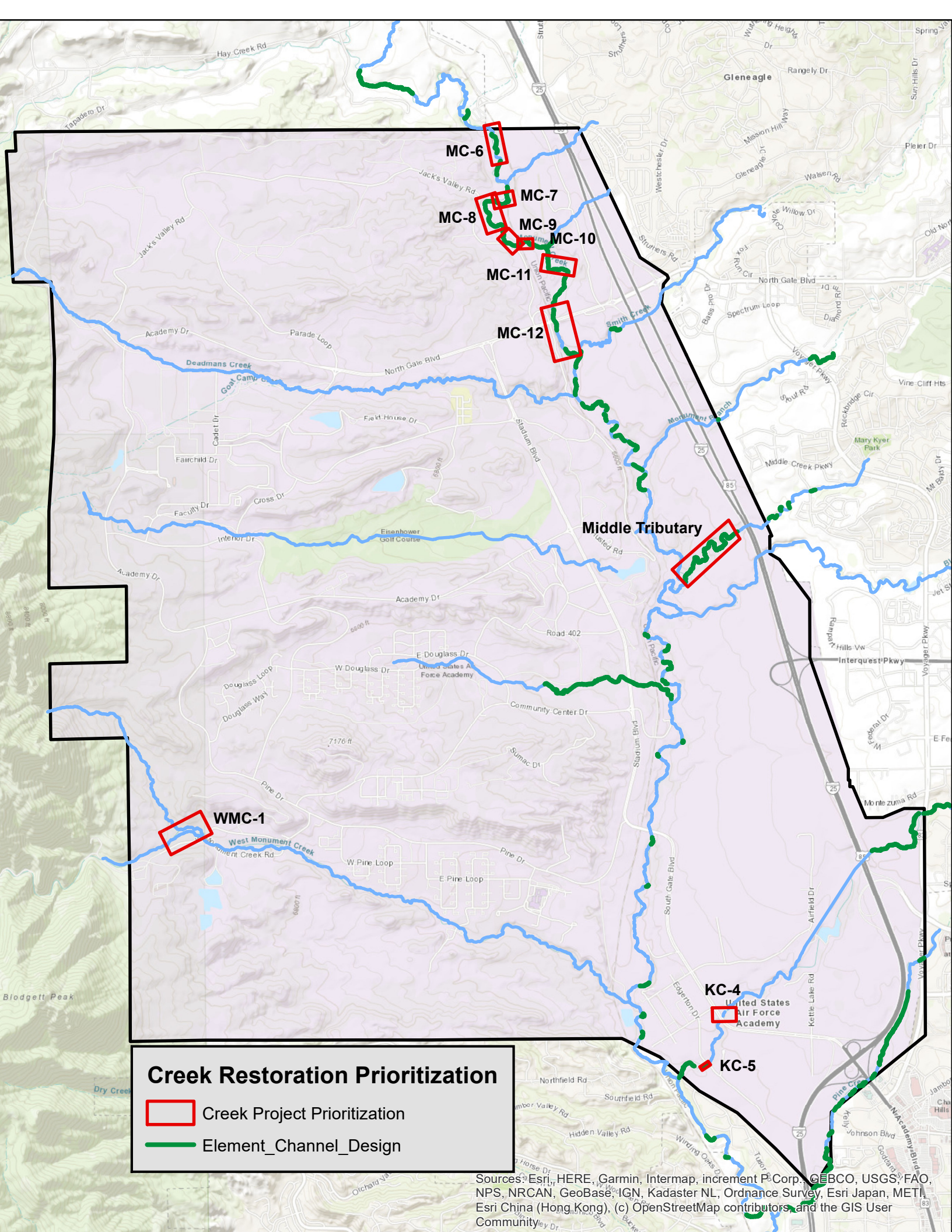
Title: Director, Community Initiatives
ADDRESS: 8034 Edgerton Dr, USAF Academy CO
PHONE: 719-820-8474
EMAIL: amy.kelley.3@us.af.mil

For the ENTITY:
POC: Tim Biolchini
Title: SW CIP Program Manager
ADDRESS: 30 S. Nevada Ave., Suite 401 Colorado Springs, CO 80901
PHONE: 719-385-5612
EMAIL: Timothy.Biolchini@coloradosprings.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum.

United States Air Force Academy
GLISSON.AMY.M.1 Digitally signed by
GLISSON.AMY.M.1 155359540
Date: 2024.09.25 21:00:06 -06'00' Date: 25 Sep 2024
By: 155359540
Amy M. Glisson, Colonel, USAF
Commander, 10th Air Base Wing

ENTITY Blessing A. Mobolade
By: Blessing A. Mobolade Date: 10/28/24
Blessing A. Mobolade
Mayor, City of Colorado Springs



Creek Restoration Prioritization

 Creek Project Prioritization

 Element_Channel_Design

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community