



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
462 NW HAMILTON ROAD, SUITE 120
FORT SILL, OKLAHOMA 73503

REPLY TO
ATTENTION OF:

**MEMORANDUM OF AGREEMENT
AMONG
UNITED STATES ARMY GARRISON (USAG)/INSTALLATION MANAGEMENT
COMMAND (IMCOM), FORT SILL
AND
UNITED STATES ARMY FIRES CENTER OF EXCELLENCE AND FORT SILL
(USAFCOEFS)
AGREEMENT #160301**

SUBJECT: Support of the Cache Creek Chapel Complex.

This is a Memorandum of Agreement between the United States Army Garrison (USAG)/Installation Management Command (IMCOM) and United States Army Fires Center of Excellence and Fort Sill (USAFCOEFS). When referred to collectively, the USAG/IMCOM, and USAFCOEFS are referred to as the "Parties." USAG/IMCOM, Fort Sill is also referred to as the "Garrison." This is a temporary Agreement not to exceed three years.

1. AUTHORITIES:

1.1. Army Regulation 215-8, Army and Air Force Exchange Service Operations, 5 October 2012.

1.2. Department of Defense Instruction 4000.19, Support Agreements, 25 April 2013.

1.3. Army Regulation 165-1, Army Chaplain Corps Activities, 23 June 2015.

2. PURPOSE: To set forth the conditions under which USAFCOEFS (434th Field Artillery Brigade (FAB)) will operate and maintain Cache Creek Chapel Complex when used for graduations.

3. RESPONSIBILITIES OF THE PARTIES

3.1. The Garrison will –

3.1.1. Admit staff members and customers onto the installation that provide the identification as may be required by the Provost Marshal, IMCOM or Department of Defense Policy or regulation. All personnel entering Fort Sill will undergo background screening at the Visitor Control Center (VCC) prior to being granted access, be in compliance with laws of the State of Oklahoma, and will be subject to search under Federal regulations.

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3.1.2. Provide maintenance, through the Directorate of Public Works (DPW), for the overall facility not including installed equipment.

3.1.3. Ensure there is an office for the Garrison Command Chaplain (CMD CH), Deputy Garrison Chaplain, Noncommissioned Officer In Charge (CH NCOIC), Administrative Assistant, Family Life Chaplain, and Chaplain Assistant in Cache Creek Chapel.

3.1.4. Have the Garrison Religious Support Office (RSO) supervise and conduct religious support operations and events in the Cache Creek Chapel. Maintain the overall Chapel usage schedule and key control roster for the Garrison. Will submit DA Forms 4283 as required for routine maintenance of the facility as necessary.

3.1.5. Ensure RSO maintains a sanctuary condition that is in compliance with the cleaning standard for buildings that provide services to customers - prior to use by 434th FAB for graduation ceremonies.

3.1.6. Provide janitorial services, to include expendable articles of regular issue needed to maintain and clean the Chapel when the Chapel is used for a religious support venue.

3.1.7. Provide personnel to be trained initially by the contractor that installed the sound system and control panel. These personnel will then train others as required due to personnel changes.

3.2. The USAFCOEFS (434th FAB) will –

3.2.1. Ensure there is an office for the 434th FAB Command Chaplain and Chaplain Assistant in the Cache Creek Chapel Complex. The 434th FAB Religious Support Team (RST) will maintain the chapel usage schedule and key control roster for USAFCOEFS personnel.

3.2.2. Submit DA Form 4283 to the Garrison (RSO Office) for routine maintenance of the facility when required. Damages to the facility specifically identifiable as caused by the students or their Families during the graduation will be reimbursed by USAFCOEFS.

3.2.3. Ensure parking around the Chapel is reserved for use by the chapel staff and customers.

3.2.4. Find a different venue for graduations in the event of a large scale religious observance, service or event that necessitates the use of the Cache Creek Chapel sanctuary on the same date as a graduation.

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3.2.5. Provide personnel at 0700 for the set up and clean up for graduation rehearsals (usually Wednesday prior to rehearsals for graduation). Set up personnel will note the original condition of the Chapel. No later than 1700 on graduation day, clean up personnel will ensure the Chapel is returned to no less than its original condition. This will include the following, but is not all inclusive:

3.2.5.1. Trash cans will be emptied and new bags placed in the cans. USAFCOEFS will purchase the trash bags to be used.

3.2.5.2. Chairs will be placed in their original positions and bathrooms will be restocked with toilet tissue, paper towels, and soap. USAFCOEFS will purchase these items in order to replenish the expendable supplies used during the rehearsal and graduation.

3.2.5.3. Floors will be swept and vacuumed. During times of inclement weather when floors cannot be restored to their original condition due to mud or other substance, USAFCOEFS will pay for the additional cleaning requirement from the custodial contractor such as carpet shampooing.

3.2.5.4. Police the parking lot and areas outside the facility to restore to no less than its original condition before the graduation. Maintain the grounds surrounding the Chapel, ensuring grass is cut and lawn mowing equipment is maintained.

3.2.6. Ensure only trained operators use the sound system. Provide at least three personnel to be trained to operate the sound system and control panel when notified of the training dates. Operating the control panel requires four days of training. Training will originally be provided by the contractor that installed the sound system and panel.

3.3. Both parties will –

3.3.1. Agree the Garrison liaison and USAFCOEFS liaison “will” maintain close contact and notify each other as soon as possible of any adjustments required to procedures documented in this agreement. For planning purposes, requests for graduation dates will be given to the Garrison Chaplain NLT 90 days prior to the event. Garrison Chaplain will provide notification and agreement with facility usage NLT 60 days from event in order to provide sufficient lead time for other accommodations to be reserved by USAFCOEFS when the Chapel is in use for religious services.

3.3.2. Comply with installation emergency management plans and Installation Winter Storm Plan. The Garrison will notify USAFCOEFS of facility/post closures due to holidays, inclement weather, real time exercises, or emergency closure, and Force Protection access standards.

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3.3.3. Agree to inform the Public Affairs Office (PAO) when any media coverage is involved or other media releases. All photos and testimonials must be provided to PAO and obtain PAO approval prior to release. USAFCOEFS may not invite media coverage without PAO approval.

3.3.4. Agree that there is no cost transferred between the parties. Graduations will be permitted on a space available basis. Coordination with the RSO should happen as soon as a graduation date is known in order to deconflict scheduling or search for an alternate facility if the Chapel is not available.

4. **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. USAFCOEFS (434th FAB) is responsible for the students and Family members that attend the graduation ceremonies. Damages done to the facility during a graduation will be billed to USAFCOEFS for payment.

5. **GENERAL PROVISIONS:**

5.1. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the Garrison.

5.1.1.1. Ms. Winona Morris, winona.f.morris.civ@mail.mil or (580) 442-3560;

5.1.1.2. Ms. Dora Presley, dora.a.presley.civ@mail.mil or (580) 442-2911;

5.1.1.3. Ms. Carleen Pilcher, carleen.l.pilcher.civ@mail.mil or (580) 442-3111.

5.1.2. For USAFCOEFS.

5.1.2.1. Mr. James Watts, Support Agreements Manager, 580-442-6056, DSN 639, james.e.watts.civ@mail.mil.

5.1.2.2. Mr. Fowood Gebhart, Executive Officer, (580) 442-1481, DSN 639 fowood.m.gebhart.civ@mail.mil.

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA may be mailed to the following addresses.

5.2.1. To the Garrison. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 NW Hamilton Road, Fort Sill, OK 73503-9004.

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5.2.2. To USAFCOEFS. Mr. James Watts, USAFCOEFS Support Agreements Manager, Directorate of Resource Management, 1655 Randolph Road, Fort Sill, OK 73503.

5.3. **REVIEW OF AGREEMENT:** This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

5.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Parties and duly signed by their authorized representative. Each Party shall provide sufficient advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

5.5. **DISPUTES:** Any disputes-relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with Department of Defense Instruction DODI 4000.19. The Garrison Commander will have final decision authority.

5.6. **TERMINATION OF AGREEMENT:** This MOA may be terminated by either Party by giving at least 60 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.7. **TRANSFERABILITY:** This Agreement is not transferable except with the written consent of the parties. The document survives the departure or position change of any of the signatories.

5.8. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.9. **LIABILITY:** All Federal agencies, including the US Army, are subject to the Federal Tort Claims Act, 28 U.S. Code sections 2671-2680 (Act). The Act is a limited waiver of sovereign immunity, meaning the Government may be sued in tort for incidents arising out of any agent or employee's wrongful act or omission that was performed within the scope of that person's employment. The waiver of immunity is limited, but generally renders the Government liable as a private person would be under state law. The Army agrees that the Act applies to this agreement and the Army will be responsible for any injury, damage, or loss compensable under the Act. USAFCOEFS agrees that they will be responsible for any injury, damage, or loss sustained or incurred by any person caused solely by USAFCOEFS or their employees.

5.10. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last Party signs. It remains in effect for no more than three years or until canceled by mutual agreement or until canceled by 60 days written notice to the other Party.


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5.11. **EXPIRATION DATE:** This Agreement expires three years after the date of the last signature and may not be renewed.


6. **AGREED:**

For USAFCOEFS –

For the Garrison –



PAUL S. HOSSEINIOPP
COL, GS.
Chief of Staff



GLENN A. WATERS
COL, FA
Garrison Commander

15 JUN 2016

(Date)

16 June 2016

(Date)