



**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 73603**

**REPLY TO
ATTENTION OF:**

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
UNITED SERVICE ORGANIZATIONS (USO), INC.**

SUBJECT: USO Operations on Fort Sill Oklahoma (MU06)

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and the USO. When referred to collectively, the USAG/IMCOM, and USO, are referred to as the "Parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison".

1. AUTHORITIES:

- 1.1. Technical Bulletin (TB) MED 530/NAVMED P-5010-1/AFMAN 48-147_IP, 30 APR 14.
- 1.2. AR 600-29, Fundraising Within the Department of the Army, 6 Jun 10.
- 1.3. Memorandum of Understanding between DOD and USO, 7 Jan 08.
- 1.4. DOD 5500-7-R, Joint Ethics Regulation (JER).
- 1.5. DODI 4000.19, Support Agreements, 25 Apr 13.
- 1.6. AR 405-80, Management of Title and Granting Use of Real Estate, 10 Oct 97.
- 1.7. AR 210-22, Private Organizations on Department of Army Installations, 22 Oct 01.
- 1.8. Department of Defense Directive 1330.12, 21 Apr 03.
- 1.9. AR 930-1, Army use of United Service Organization, Inc, Services, 16 Jul 04.
- 1.10. AR 420-41, Acquisition and Sale of Utility Services, 3 Mar 15.
- 1.11. 36 U.S.C. 2201, Patriotic and National Observances, Ceremonies, and Organizations; United Services Organization, Inc.

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2. PURPOSE: To set forth the conditions under which the USO will establish a full time presence on Fort Sill and to designate the respective responsibilities associated with the operations of a USO Center on Fort Sill. Duties and responsibilities of both parties are described herein.

3. RESPONSIBILITIES OF THE PARTIES

3.1. The Garrison will

3.1.1. Admit USO staff members and patrons onto the installation that provide the identification as may be required by the Provost Marshall, IMCOM or DoD 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.

3.1.2. Train USO personnel on the ICIDS alarm upon USO occupancy of the building.

3.1.3. Allow use of building 3265 (except for outside mechanical building) for daily operations of the USO and its programs, and provide Common Level of Support (CLS) for the building to include utilities, Snow-removal, pest control, building maintenance and repair for installed equipment and fire and police support. DPW will provide baseline custodial service to administration and latrine spaces. Food preparation and serving areas will be the tenant's responsibility, Tenant is required to mow out to 75 feet or first man-made structure or natural feature. If USO wants DPW to mow this area, they will need to reimburse for this service.

3.1.4. Provide verification that the USO Center space is free of hazardous materials, ADA Compliant and that basic infrastructure systems are operational and up to building code standards including the HVAC, roofing, plumbing and flooring. Any asbestos or mold that is uncovered prior, during or after construction will be the responsibility of Fort Sill to remove and provide verification that all has been removed prior to occupancy. In the event that any of the aforementioned are not completed or up to building code, Fort Sill will complete the necessary work prior to the USO center construction commencement.

3.1.5. Provide verification that all fire suppression systems in the space intended for USO use are up to code and in compliance.

3.1.6. Provide available phone service for local service in the same manner the Installation provides to other tenant organizations. Long distance service will be provided on a reimbursable basis.

3.1.7. Provide Disaster and Emergency Services.

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3.1.8. Provide utilities, water, waste water treatment, electricity, and natural gas, if needed, at no cost to the USO.

3.1.9. The small building west of the primary building will be retained by the Garrison.

3.1.10. Beer vat room inside the front door will not be maintained or repaired by the Garrison.

3.1.11. Process a Report of Availability for use of Building space through HQ IMCOM for approval and with the U.S. Army Corps of Engineers, Tulsa District, to obtain the required real estate permit for the administrative space occupied in Building 3265.

3.1.12. Require a presence of a Better Opportunity for Single Soldiers (BOSS) program representative in building 3265 to operate and have access to patrons to promote BOSS programs.

3.1.13. Conduct periodic reviews (at least biennially) of USO services and programs provided on Fort Sill, as per DOD MOU and USO, 7 Jan 08.

3.2. The USO will –

3.2.1. Provide services free of charge to USO authorized guests. Services offered will supplement other services available on the installation.

3.2.2. Ensure the USO Center is an alcohol and tobacco-free facility.

3.2.3. Post and maintain regular business hours for delivery of services to best meet the needs of USO operations and guests.

3.2.4. Comply with all installation occupational health and safety regulations.

3.2.5. Provide funding for USO desired renovations and upgrades to building 3265, and ensure Directorate of Public Works (DPW) approves all facility alterations, relocations, or renovations prior to start of the aforementioned. In the event a facility is modified without approval from DPW, the USO will reimburse the Garrison for all costs to restore the facility to an acceptable condition at the sole discretion of the Garrison.

3.2.6. Arrange and pay for commercial telephone, internet services, cable and postal services, as well as custodial care above CLS.

3.2.7. Maintain facilities in a clean and sanitary condition, and report all service order request for repair to Directorate of Public Works (DPW). The USO will be responsible to reimburse the Garrison for services above CLS due to negligence or damage beyond regular wear and tear.

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3.2.8. Will not use the small attached building west of building 3265 (mechanical type room).

3.2.9. Will be responsible for interior of the building, paint, flooring, etc.

3.2.10. Ensure paid staff and all volunteers involved in any food preparation are trained in accordance with TB 530/NAVMED P-5010-1/AFMAN 48-147_IP for safe food handling by obtaining food handlers certificate.

3.2.11. Provide own office equipment, supplies, appliances and furniture as necessary to carry out USO mission.

3.2.12. Allow the presence of a Better Opportunity for Single Soldiers (BOSS) program representative in building 3265 to operate, and have access to patrons to promote BOSS programs.

3.2.13. Will not enter into any food and beverage contract that directly competes with the Directorate of Family, Morale, Welfare and Recreation (DFMWR) or Army Air Force Exchange Services (AAFES) established programs.

3.2.14. Provide own outdoor building sign in the size and color as identified by installation regulatory guidance (at USO cost). USO must inform DPW Work reception before installing any signs, even when they pay for the sign themselves.

3.2.15. Comply with fundraising regulations. On post fund raising activities will be conducted IAW AR 600-29, including but not limited to 1-4(b) & 1-5 and the JER. No on-post fund raising activities will be conducted during the Combined Federal Campaign (CFC) annual fund raising event or Army Emergency Relief Campaign (AER) without the expressed written consent of the Garrison Commander. The USO will be responsible for raising funds for the accomplishment of its own mission pursuant to its congressional charter and the USO-DOD MOU (7 Jan 2008). Services provided by the USO will require generation of revenue to cover operational expenses. In cases where revenue is generated, proceeds will be utilized for military programs sponsored by the USO and for the benefit and enhancement of the quality of life of military personnel.

3.2.16. Notify DFMWR Director and DES director of any special events 30 days prior to any special events.

3.2.17. Submit full set of Fire Protection Plans for the Fort Sill Fire Prevention Branch to conduct a proper Plans Review. Plans must be in compliance with the Unified Facilities Criteria (UFC), UFC 3-600-01. The Fire prevention Branch will review plans and inspected construction to ensure built to the UFC standard.

3.2.18. Provide and install fire extinguishers in real property assigned to the USO as per Fire and Emergency Services (F&ES) recommendations IAW UFC requirements. Recharge fire extinguishers as required. Appoint a unit building manager and a building

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evacuation coordinator. Upon request, provide material safety data sheets (MSDS) to F&ES for all hazardous materials used/stored in assigned facilities.

3.2.19. USO will fund the overtime and purchase/rental of extra equipment required to mitigate a fire incident when the finding of the investigation determines that the cause of the fire was due to the Receiver's negligence or intentional misconduct.

3.2.20. If applicable; coordinate with DES and Mission and Installation Contracting Command-Fort Sill Contracting Office for the purchase of required electronic security equipment for asset protection. Maintain equipment as required.

3.2.21. Appoint a physical security officer to oversee the physical security and crime prevention programs. Request physical security inspections as required.

3.3 Both parties will –

3.3.1. Agree the Garrison DFMWR liaison and USO liaison will maintain close contact and notify each other as soon as possible of any adjustments required to procedures documented in this Agreement.

3.3.2. Comply with installation emergency management plans and Installation Winter Storm Plan. The USO will be responsible for clearing surrounding sidewalks, walkways and the Garrison will provide snow and ice removal to parking lots according to the published snow and ice removal plan. The Garrison will notify USO of facility/post closures due to holidays, inclement weather, real time exercises, or emergency closure, and Force Protection access standards. USO will be given a point of contact for accountability purposes.

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

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.

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

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5.1.1.2. Brenda Spencer Ragland, Brenda.i.spencer-ragland.civ@mail.mil or (580) 442-3001.

5.1.2. For the USO.

5.1.2.1. Heidi Blair, hblair@uso.org or (757) 379-2855.

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.

5.2.2. To the USO. Ms. Heidi Blair, Area Director, Midwest. US Regional Office, 1168 Gator Boulevard, Bldg. 3370, Virginia Beach, VA 23459.

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 DoDI 4000.19. The Garrison Commander has final decision making authority after consulting with all signatories.

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 U.S. 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

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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. USO agrees that they will be responsible for any injury, damage, or loss sustained or incurred by any person caused by USO or its employees.

5.10. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last Party signs. It remains in effect for nine years or until canceled by mutual agreement or until canceled by 180 days written notice to the other Party.

6. **AGREED:**

For the USO –

For the Garrison –



ALAN REYES
Sr. VP Operations,
Programs & Entertainment
United Services Organization

7/13/2016

(Date)



GLENN A. WATERS
Garrison Commander
COL, FA

16 June 2016

(Date)