



DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY GARRISON
FORT SILL, OKLAHOMA 73503-1899

REPLY TO
ATTENTION OF:

MEMORANDUM OF AGREEMENT
BETWEEN
LAWTON METROPOLITAN AREA AIRPORT AUTHORITY (LMAAA)
AND
UNITED STATES ARMY GARRISON (USAG) FORT SILL

SUBJECT: Military Use of the Lawton-Fort Sill Regional Airport (LFSRA)

1. **References:**

a. Department of Defense (DoD) 4000.19-Instruction, Interservice and Intragovernmental Support, 9 August 1995.

b. Agreement between the Secretary of the Army and the City of Lawton, Mutual Aid Fire Protection, 18 February 2003.

2. **Purpose.** To formalize in writing the conditions under which Fort Sill may conduct military aviation operations at LFSRA.

3. **Problem.**

a. Fort Sill has a mobilization mission that requires an efficient, cost effective aerial port of embarkation (APOE) for military personnel and equipment. The airport should be conveniently located, have a minimum runway of 8,000 feet, and operate on a flexible schedule that includes nighttime and weekends. The runway at Fort Sill's Henry Post Army Airfield is only 5,000 feet.

b. An agreement between the Lawton airport and Fort Sill was signed back in the 1980s for Fort Sill to use the Lawton airport for mobilization purposes. Fort Sill disposed of the inactive file in 2003. However, Fort Sill has been using LFSRA as its primary APOE under an informal verbal agreement for more than 10 years. Over 300 mobilization missions have been processed through LFSRA in the last 2 years without charge.

4. **Scope.** Military aviation operations conducted by Fort Sill at LFSRA. Estimated future mobilization requirements and flight training requirements are given on the next page.

Requirement	Type of Aircraft	Annual Number of Missions
Mobilization	C-5, C-17	30
	747, DC10, L1011	35
	737, 757, DC9	40
	Other Miscellaneous	35
Training	C-5	10
	C-17	10
	Commercial Charter	20

5. Responsibilities of LMAAA.

a. Authorize the use of and activities on LMAAA’s aviation facilities by Fort Sill to permit the operation of military aircraft with civilian aircraft. Facilities include the hangars, runway, taxiways, lighting systems, navigational aids, associated markings and equipment, and all future additions and improvements as may be added or constructed.

b. Make facilities available 24 hours a day, 7 days a week.

c. Waive landing fees, ramp parking fees, and other charges normally assessed for aircraft using LMAAA’s facilities except:

(1) Charge routine landing fees for charter aircraft (charges and collections are between LMAAA and the carriers).

(2) Require its lessee of hangars to sublease hangar space for military aircraft at the normal standing use rate charged to the lessee’s most favored customer.

d. Perform all routine maintenance and repair on own buildings and property including (but not limited to) maintenance, repair, or replacement of runway lights; maintenance, repair, or replacement of distance-remaining signs and associated lighting; sealing of runway cracks; maintenance of painted markings; removal of built-up tire marks; mowing of grass; snow and ice removal/control; and any subsequently required upgrades and improvements of the LFSRA runway and associated support facilities.

e. Provide fueling services through an agreement with its lessee FBO, and provide use of existing utility, custodial, and refuse collection services.

f. Provide primary aircraft crash, rescue, and firefighting services for military operations within the boundaries of LFSRA at the level required in support of civilian aviation operations.

g. Provide initial response to any release of hazardous material or substances caused by military operations.

h. Give priority handling to civil aircraft operations except in cases of emergency.

i. Although not responsible for compliance with Federal Aviation Administration (FAA) requirements that apply only to military aircraft operations, cooperate fully and act in good faith in support of Fort Sill's actions taken to achieve such compliance at no expense to LMAAA.

j. Share taxiways and runways with military operations. Separate ground operations to the extent possible.

k. To avoid undue interference with civilian activities of an emergency or unusual nature, retain the right to terminate or temporarily suspend, prohibit, or restrict all or certain military operations. Provide as much advance notice to Fort Sill as possible. Assume no responsibility for any resulting adverse impact upon the Army's mission or additional costs incurred.

6. Responsibilities of USAG Fort Sill.

a. Ensure use of LFSRA is exclusively for military purposes. Comply with all applicable Federal, State, and local environmental, safety, and occupational health laws, regulations, and requirements. Comply with special procedures, requirements, and restrictions that may be imposed by FAA, LMAAA, or other appropriate authority.

b. Obtain prior approval from the airport manager to operate military aircraft that exceed published weight limits.

c. Provide any requirements needed to support military air traffic that exceed the capacity of LMAAA's personnel and equipment required to support civilian operations or that otherwise would require additional expenditures by LMAAA (such as air traffic control requirements) to include crash, rescue, and fire support as required by the Federal Aviation Administration, Federal Aviation Regulations, Title 14, Code of Federal Regulations, Part 139 et. seq., Certification of Airports, in conformance to the size of the aircraft being supported.

d. Provide own expendable supplies and own maintenance and repair services for military property.

e. Provide own mission unique security.

f. Maintain two-way radio communications with the LFSRA tower.

g. Share taxiways and runways with civilian operations. Separate ground operations to the extent possible. Use the south ramp and stage military equipment primarily on the north end of the airport in the T-hangars.

h. Correct dust or any other erosion or nuisance that is created by, or arises out of, activities or operations by military aircraft authorized use of flying facilities under this agreement. Use standard engineering methods. Coordinate with and obtain prior approval from the airport manager and airport engineer.

i. Repair or replace equipment and/or property belonging to LMAAA that is damaged or destroyed by Fort Sill personnel or as a result of military operations.

j. Under separate written agreements, modify or repair LMAAA's property to meet the military's mission unique requirements. Such mutually agreed upon construction or repairs will be considered payment in kind for the military's use of LMAAA's facilities and for its waiver of the fees described in paragraph 5c.

7. Agreements and Understandings of All Parties.

a. Military use of LFSRA is in the public interest and shall be provided at no cost except that military aircraft operators shall pay for aviation fuel and services using a Government or commercial credit card (see paragraph 5c).

b. Military use shall not compromise the security or safety of civilian aviation operations. Each party shall coordinate with the other on security issues that affect both civilian and military operations.

c. Military and civilian aviation operations shall be clearly separated to avoid increased security costs and to reduce threat levels and the potential for accidents.

(1) This separation does not preclude one party from using the other's designated area in order to meet mission and/or emergency requirements after proper coordination.

(2) The LFSRA control tower will retain control of aircraft and vehicles on the movement areas (runways/taxiways).

d. Each party shall be responsible for the negligent acts of its own employees.

e. Each party agrees to act in good faith to avoid engaging in any activity near the runway that could reasonably be expected to increase the probability of bird strikes. Each party agrees to hold the other harmless from any and all liability arising out of or connected with bird strikes or control of wildlife.

f. No provision of this agreement shall be deemed to have been waived by either party unless such waiver is in writing signed by such party.

g. All of the Army's obligations under this agreement are subject to the availability of sufficient and appropriate funds.

h. This document:

(1) Survives the departure or position change of any of the signatories and shall be reviewed at least every three years.

(2) May be amended or provisions waived upon mutual written consent of all parties.

(3) Remains in effect until canceled by mutual written agreement or until canceled by 60 days advance written notice to the other party. However,

(a) Each party reserves the right to terminate this agreement if the other party violates any of the material terms and conditions of this agreement. Before terminating this agreement for such cause, the terminating party shall provide a written notice of violation to the other party giving a reasonable time period for the violation to be corrected (normally not less than 60 days). Termination will occur if the other party fails to correct the violation within the time specified; however, the terminating party shall consider in good faith any on-going efforts of the other party to pursue a remedy to the specified violation.

(b) This provision does not limit LMAAA's right to terminate or temporarily suspend military operations in cases of emergency.

8. Points of Contact (POCs).

a. USAG Fort Sill.

(1) Technical POC. Mr. Jim Beazer, installation transportation officer (ITO), Directorate of Logistics (DOL), 6607 NW Fort Sill Boulevard, Building 2258W, Fort Sill, OK 73503-1899, (580) 442-2403, e-mail: jim.beazer@us.army.mil.

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(2) Memorandum of Agreement (MOA) POCs. Ms. Winona Morris, garrison support agreements manager (SAM), or Ms. Dora Presley, assistant garrison SAM, Manpower and Agreements Branch, Resource Management Office (RMO), 6607 NW Fort Sill Boulevard, Building 462, Fort Sill, OK 73503-1899, (580) 442-3560/2911, e-mail: winona.morris or dora.a.presley@us.army.mil.

b. LMAAA.

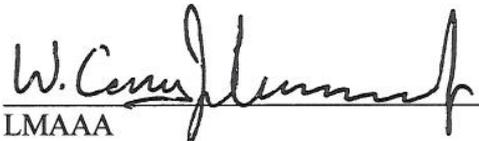
Barbara McNally
Lawton-Fort Sill Regional Airport
PO Box 531
Lawton, OK 73502-0531
580-353-4869
manager@flylawton.com

9. **Effective Date.** Date of the last signature below.



JOHN UBERTI
Colonel, FA
Garrison Commander

18 May 2006
(Date)



LMAAA
Carey Johnson, Jr., Chairman

January 26, 2006

(Date)