

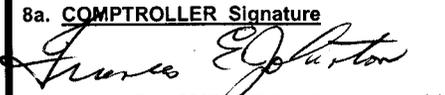
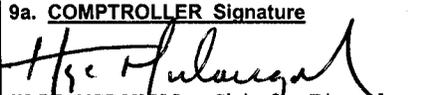
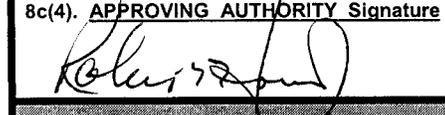
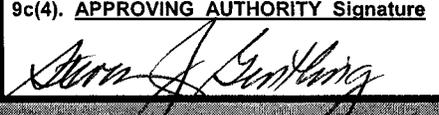
SUPPORT AGREEMENT

1. AGREEMENT NUMBER (Provided by Supplier) W44DQ1-02329-521	2. SUPERSEDED AGREEMENT NO. (If this replaces another SA) W44DQ1-94210-521	3. EFFECTIVE DATE (YYMMDD) 030501	4. EXPIRATION DATE (May be "Indefinite") Indefinite
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5a. SUPPLYING ACTIVITY (Name and Address) Commander US Army Field Artillery Center and Fort Sill (ATZR-RP) 455 Randolph Road Fort Sill, OK 73503-5100	6a. RECEIVING ACTIVITY (Name and Address) Director Oklahoma City VA Medical Center Attn: 00 921 Northeast 13 th Street Oklahoma City, OK 73104-5028
5b. MAJOR COMMAND: TRADOC	6b. MAJOR COMMAND: Veterans Administration

7. SUPPORT PROVIDED BY SUPPLIER

7a. SUPPORT (Specify what, when, where, and how much)	7b. BASIS FOR REIMBURSEMENT	7c. ESTIMATED REIMBURSEMENT
C2-Civilian Personnel Services	None	\$0
C3-Clubs	None	\$0
C4-Command Support	None	\$0
C5-Common Use Facility Const, Ops, Maint, & Repair	None	\$0
C7-Community Relations	None	\$0
C8-Community Services	None	\$0
D1-Disaster Preparedness	None	\$0
E3-Environmental Cleanup	Hazardous spills/incidents	\$0
E4-Environmental Compliance	Haz waste disposal	\$0
F1-Facilities & Real Property Support	None	\$0
F2-Facility Construction & Major Repair	Minor construction	\$0
F3-Facility Maintenance & Minor Repair	Work orders	\$0
F5-Fire Protection	Unauth fire ext discharge	\$0
Additional support requirements attached: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	TOTAL	Continued

8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
8a. COMPTROLLER Signature  FRANCES E. JOHNSTON, Budget Officer, DRM	8b. Date Signed 19 May 03	9a. COMPTROLLER Signature  HAZE MCDOUGAL, Chief, Fiscal	9b. Date Signed 14 May 03
8c(1). APPROVING AUTHORITY Typed Name ROBERT L. HANSON, JR., Director	8c(3). Telephone No. DSN 639-3100	9c(1). APPROVING AUTHORITY Typed Name STEVEN J. GENTLING, Director	9c(3). Telephone No. 405-270-0501/3300
8c(2). Organization Directorate of Resource Management, ATZR-R	8c(5). Date Signed 21 May 03	9c(2). Organization VA Medical Center (00)	9c(5). Date Signed May 14, 2003
8c(4). APPROVING AUTHORITY Signature 		9c(4). APPROVING AUTHORITY Signature 	

10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)

SUPPLYING COMPONENT		RECEIVING COMPONENT	
10a. Approving Authority Signature _____	10b. Date Signed _____	10c. Approving Authority Signature _____	10d. Date Signed _____

SUPPORT AGREEMENT

1. AGREEMENT NUMBER: W44DQ1-02329-521

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate; e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

a. The Receiving Components will provide the Supplying Component projections of requested support. (Significant changes in the Receiving Components' support requirements should be submitted to the Supplying Component in a manner that will permit timely modification of resource requirements.)

b. It is the responsibility of the Supplying Component to bring any required or requested change in support to the attention of _____ (See page 5, para 10b.) _____ prior to changing or cancelling support.

c. The component providing reimbursable support in this agreement will submit statements of costs to DFAS Lawton-Fort Sill (DFAS-AA/LW), 4700 MOW WAY Road, Fort Sill, OK 73503-5000, DSN 639-0407.

d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons such as legislation, DoD directive, and commercial utility rate increases. The Receiver will be notified immediately of such rate changes that must be passed through to the support Receivers.

e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.

f. In case of mobilization or other emergency, this agreement will remain in force only within Supplier's capabilities.

g. Attachments: A - Land Use Permit
B - FY03 Calculations for Annual Reimbursable Costs

DISTRIBUTION:

Cdr, USAFACFS (ATZR-RP), 455 Randolph Road, Fort Sill, OK 73503-5100
Dir, OKC VA Medical Center, ATTN: OO, 921 Northeast 13th Street,
Oklahoma City, OK 73104-5028

Continued on page 4.

12. SPECIFIC PROVISIONS (As appropriate: location and size of occupied facilities; unique Supplier and Receiver responsibilities; and conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

Continued on page 6.

Additional specific provisions attached: YES NO

SA #W44DQ1-02329-521

**Receiver: Department of Veterans Affairs
Oklahoma City VA Medical Center**

GENERAL PROVISIONS

1. References:

- a. DoD 4000.19-I, Interservice and Intragovernmental Support, 9 Aug 95.
- b. AR 5-9, Area Support Responsibilities, 16 Oct 98.
- c. AR 351-9, Interservice Training, 28 Aug 98.
- d. DFAS-IN Reg 37-1, Finance and Accounting Policy Implementation, Jan 00.
- e. Memorandum, Assistant Secretary of the Army (Financial Management), 19 May 95, subject: Army Reimbursable Policy.
- f. Memorandum, Assistant Secretary of the Army (Financial Management), 20 Mar 00, subject: Army Reimbursable Policy (ARP) Policy Update.
- g. Joint Commission on Accreditation of Health Care Organizations (JCAHO) 2002 Accreditation Manual for Hospitals.

2. This intragovernmental support agreement (SA) documents base operations (BASOPS) support provided by the US Army Field Artillery Center and Fort Sill (USAFACFS/Supplier/Host) to the Oklahoma City Veterans Administration (VA) Medical Center (Receiver/Tenant).

3. Supported unit (Receiver/Tenant) is the Lawton VA Outpatient Clinic (OPC). Authorized personnel strength is 30 Federal civilians, and 7 Government contractor personnel. The contractors are A&H Security Inc. (3) and South Western Oklahoma State University (4). Other civilian personnel strength is 63; this includes 15 individuals from the Work Study Student Program, 44 volunteers (regular and DAV), and 4 Oklahoma State Department of Veterans Affairs employees. The unit's mission is to provide medical care, patient education, and other services to improve the quality of life for veterans and their families located in southwest Oklahoma and north central Texas.

4. Receiver is an intragovernmental agency funded by the Department of Veterans Affairs. Receiver shall reimburse for directly identifiable costs and any attributable incremental costs. Mission unique support, stock fund support, and support provided above the normal standard level shall also be reimbursable.

5. Within thirty days after the start of each fiscal year (or as soon as appropriation laws permit); Receiver shall submit an annual DD Form 448 (Military Interdepartmental Purchase Request/MIPR) for the total amount of the SA to Cdr, USAFACFS (ATZR-RP), 455 Randolph Road, Fort Sill, OK 73503-5100, DSN 639-3134. Host has the option to accept any portion of the MIPR as a direct fund cite. DFAS Lawton-Fort Sill and the Receiver shall monitor money accepted as a direct fund cite. Host will forward DD Form 448-2 (Acceptance of MIPR) to Lawton VA OPC, P.O. Box 33326, Fort Sill, OK 73503-0326. Non-DoD customers may utilize DD 448 or their own order form/letterhead and cite this SA number, description of support, and dollars obligated and have their budget officer certify the document.

6. DFAS Lawton-Fort Sill shall bill Receiver monthly using Standard Form (SF) 1080 (Voucher for Transfers Between Appropriations and/or Funds) mailed to the Lawton VA OPC for payment. SF 1080 shall cite this SA number and DODAAC OR FEDSTRIP number _____ or unit identification code (UIC) _____ and have appropriate accountable documents attached. Receiver shall coordinate special billing arrangements directly with DFAS Lawton-Fort Sill.

7. Receiver shall comply with Supplier's policies, procedures, and regulations that apply to the services provided and financial arrangements made. Unless stated otherwise in the specific provisions; services provided will be comparable in kind, quality, and scope to those furnished to the Supplier's own activities (standard level of support) and will be provided within available capabilities and resources. Above-standard level of support and mission unique support are annotated with asterisks (**) in the specific provisions.

8. Receiver is responsible for categories of support not listed in this agreement until negotiated with and approved by the Supplier to be provided. Receiver shall negotiate directly with other Fort Sill tenants for their tenant-provided services (i.e., MEDDAC/DENTAC, DFAS, DeCA, etc.).

9. Supplier will not change, reduce, or terminate the agreement unilaterally without giving sufficient advance notice to the Receiver.

a. When possible, both parties shall effect significant changes to support provided by giving sufficient advance notice to the other to allow appropriate funding adjustments to be made during the budget formulation process (at least 180 days). Minor changes may be made by pen and ink or by attaching a memorandum; both parties shall initial these changes.

b. Supplier reserves the right to reduce/terminate support based on customer demand and will apply any reductions in support on an equitable basis to all receivers of support.

c. If this agreement is unilaterally terminated with less than 180 days prior notice to the other party, the terminating party may be billed by the non-terminating party for reimbursement of unavoidable termination and reprourement expenses incurred during the 180-day period following notification.

10. Points of contact (POCs) for the administration of this support agreement are as follows:

a. Supplier: Ms. Joy Sovo, Installation Support Agreements Manager (SAM) and
Ms. Thelma Stuart, Assistant Installation SAM
Directorate of Resource Management (DRM); Fort Sill, OK 73503-5100
DSN 639-0416/4909/5072 or (580) 442-0416/4909/5072, fax ext. 7156
E-mail Address: joy.sovo or thelma.stuart@sill.army.mil

b. Receiver: Mr. John Morrison
Chief, Acquisition and Materials Management (90)
Oklahoma City VA Medical Center
921 NE 13th Street
Oklahoma City, OK 73104-5028
(405) 270-0501 ext 3311
E-mail Address: john.morrison@med.va.gov

c. Supported Unit: Mr. Michael Washington
Lawton VA Outpatient Clinic
Bldg 4303, P.O. Box 33326
Fort Sill, OK 73503-0326
(580) 353-1131 ext 4004
E-mail Address: michael.washington@med.va.gov

SA #W44DQ1-02329-521

Receiver: Department of Veterans Affairs
Oklahoma City VA Medical Center

SPECIFIC PROVISIONS

SUPPLIER SHALL

RECEIVER SHALL

C2-Civilian Personnel Services: Non-Reimbursable

1. AG will process and furnish identification (ID) cards for Tenant's civilian employees. Provide service on a non-reimbursable basis.

1a. Complete DD Form 577 (Signature Card) identifying Tenant's approving official for ID cards. Forward form to ID Card section, B 3162, Room 102, 2-5010; update form as required.

1b. Complete DA Form 1172 (ID Card Request). Employee shall take signed form to B 3162 for photographing and ID card as required.

C3-Clubs: Non-Reimbursable

1. Provide various recreational clubs, services, and activities. Publicize schedules of services/activities in the Fort Sill news media, activity calendars, and bulletins made available to the Tenant on a weekly, monthly, or quarterly basis.

1. Use available recreational facilities as desired. Pay for certain services on an individual cash basis. Pay for non-revenue producing, mission-related functions held in the club facilities with the Government credit card (IMPAC/VISA)-appropriated fund only.

2a. Authorize retired officers and senior non-commissioned officers/civilians in grades E7/GS-7 and above (or equivalent) access to the Fort Sill Officers' Club (500 Upton Road). Offer dining, entertainment, and catering. Authorize all retirees and civilians access to The Observation Post (TOP/B 5678), an annex offering food and beverage service and interactive video programs.

2b. Authorize access to the Gunners' Inn Enlisted Club (6000 area) and Impact Zone Enlisted Club (3400 area); which offer video games, pool tables, music, bar facilities, and short order foods.

3. Authorize DoD civilians year-round access to the Fort Sill Golf Course (tree lined) at 1275 Quinette Road and Cedar Lakes Golf Course (wide-open fairways with challenging water hazards) at 4746 Monrovia. Both are 18-hole courses offering driving ranges, putting, pitching greens, pro shops, club/cart rentals, snack bars, and golf lessons.

4. Authorize access to the Twin Oaks Bowling Center (935 Macomb Road); a full-service 36-lane center offering open bowling, league play, bowling instruction, computerized scoring, a pro shop, game room, and snack bar.

5. Authorize access to areas for outdoor recreation such as camping, fishing, hiking, etc. Provide sporting and camping equipment rentals. Offer group activities such as hunting, skiing, and canoe trips; jet skiing; white water rafting; and hang-gliding lessons.

C4-Command Support: Non-Reimbursable

1. Command Overhead

1. Provide command/staff personnel to manage base operations support provided to all customers. Include the command group, Directorate of Resource Management (DRM), Directorate of Public Works (DPW), Directorate of Community Activities (DCA), Directorate of Information Management (DOIM), and those described in the following paragraphs.

1. Provide own Inspector General and auditing services.

2. Protocol (C4-Cont)

2a. Furnish appropriate protocol services for Tenant's visiting general officers/civilian equivalents. For military grades O7/civilian grades GS-16 and above; make arrangements for lodging, transportation, itineraries, and social functions. Keep Tenant informed of arrangements made and any changes/problems encountered. Furnish Tenant a copy of the itinerary.

2a(1) Notify the Protocol Office immediately (2-3902/2346, B 455) of Tenant's visiting dignitaries (whether for social or official reasons) in military grades O7/civilian grades GS-16 and above. Provide details of the visit and biographical sketches of the dignitaries.

2a(2) For visitors in military grades O6/civilian grades GS-15 and below; make own arrangements for billeting, transportation, etc. Arrange billeting for O6 through Billeting Ofc in Comanche House and for GS-15 and below through the BOQ/BEQ. Request assistance/ guidance in proper etiquette/procedures as required.

2b. Keep the Commanding General (CG), Chief of Staff (CofS), and Garrison Commander (GC) abreast of visiting dignitaries. Provide VIP visit forecasts. Limit distribution of itineraries by operational need.

3. Property Accountability (C4-Cont)

3. Appropriate property book officer (PBO) will assign document numbers to property accountability adjustment documents as required. Process reports of survey through the owning unit's appointing and approving authorities.

3a. Reference AR 735-5. When the Tenant loses/damages property belonging to the Host, the Tenant employee responsible for the property at the time of loss/damage (hand receipt holder, subhand receipt holder, or user) shall initiate the property accountability adjustment document (chapter 12 of AR). Take the document to the appropriate PBO for signature and document number.

3b. Tenant's appointing authority is Steven J. Gentling, Director of the Oklahoma City VA Medical Center, 921 NE 13th St, Oklahoma City, Oklahoma 73104, 405-270-0501 Ext 3303. Tenant's approving authority is Steven J. Gentling, Director of the Oklahoma City VA Medical Center, 921 NE 13th St, Oklahoma City, Oklahoma 73104, 405-270-0501 Ext 3303.

3c. Notify Directorate of Public Safety and Law Enforcement Command (DPS&LEC, 2-2101) when loss, damage, or destruction of property is due to apparent theft, willful misconduct, or for damages/accidents involving the Host's vehicles. Notify 90th MP Det CASE (CID) (2-4603) when the dollar value exceeds \$1,000.

C5-Common Use Facility Construction, Operations, Maintenance, & Repair: Non-Reimbursable

1. Provide for the operation, maintenance, repair, and minor construction/alteration of common use infrastructure, roads, grounds, surfaced areas, miscellaneous structures, real property, installed equipment, common benefit signs, and energy consumption and beautification projects.

2. Remove ice and snow on common use areas (such as roads) IAW the installation snow and ice removal plan.

1. Submit DA 4283 (Facilities Engineering Work Request) to DPW, B 6130, 2-6453, as required. Call Health Care Maintenance Division (HCMD) at 458-3501 for emergency work orders.

2. Remove ice and snow in Tenant use areas (sidewalks, stairs, and porches). Do not use salt to melt ice; use ammonium nitrate, which is available at the DPW Self-Help Center, B 1946. Request services from DPW as needed.

C7-Community Relations: Non-Reimbursable

1. Conduct open house programs, charity fund-raising events, public relations activities, etc.

1. Attend the various functions as necessary. Pay on an individual cash basis as required.

C8-Community Services: Non-Reimbursable

1. Furnish services such as theaters, clothing sales stores, etc. Army & Air Force Exchange Service (AAFES) shall offer various services such as the Post Exchange, gas stations, and cafeteria/snack bars. Restrict the use of Exchange facilities (other than dining facilities) to authorized personnel.

1. Pay for services on an individual cash basis.

D1-Disaster Preparedness: Non-Reimbursable

1. Prepare for disaster response and support; include training and equipment. Include Tenant in installation planning. Provide disaster support as required. Provide and program for emergency wartime operations. Execute contingency plans as appropriate. Establish communications with Federal and/or civil authorities as required. Coordinate, prepare, and submit information and reports as required. Task all activities under the CG's control as appropriate.

1. Request services as needed through the Installation Operations Center (IOC); Directorate of Plans, Training, and Mobilization (DPTM), B 455, 2-3241/3828. Respond to IOC's requests for information and to command information passed through IOC channels.

E3-Environmental Cleanup: Reimbursable

1. Use own discretion in determining whether or not to hold Tenant financially liable when the Tenant's actions result in an adverse environmental impact.

1. At the Host's discretion, bear financial responsibility for clean-up, disposal, and restoration in the event an incident caused by the Tenant results in an adverse environmental impact. Perform cleanup and disposal using environmentally and legally acceptable methods. Restore the environment to its pre-incident condition in a timely manner. (Ref The Economy Act of 1932, as amended)

E4-Environmental Compliance: Partially Reimbursable

1. Directorate of Public Safety & Law Enforcement Command (DPS&LEC) will administer programs for the control of air, water, noise, hazardous material (HM), and other forms of pollution including resource recovery programs. Inspect Tenant as required.

2. DPS&LEC will identify actions requiring an environmental impact statement (EIS). Specify methods for obtaining information required in preparing an EIS. Determine the content of the EIS. Determine appropriate time requirements for comments. Establish patterns for consulting. Determine the mechanism through which the EIS will be made public. Provide public announcements of plans and programs with environmental impact.

3. DCA will manage the installation recycle program.

1a. Request services from Environmental Quality Division, DPS&LEC, 2-2715, B 2930, as needed. Actively support post conservation, pollution control, and environmental programs. Submit an annual inventory of HM to Material and Waste Management Br, B 2592, to meet SARA Title III reporting requirements. Coordinate with Material and Waste Management Br for quarterly environmental compliance inspections.

1b. Notify DPS&LEC of any suspected violation of hazardous waste handling/storage/disposal; personnel knowledgeable of such violations who fail to report them to appropriate authorities may be held personally liable in conjunction with the violator.

1c. Comply with the installation hazardous waste (HW) disposal program. Receiver provides own support.

2. References: National Environmental Policy Act (NEPA) and AR 200-2. Request EIS services from DPS&LEC as required.

3. Sort and transport approved material for recycle (white paper, aluminum soda cans, cardboard, etc.) to the Recycling Center, MOW WAY Road and Sheridan Road, 2-2348.

F1-Facilities & Real Property Support: Non-Reimbursable

1. Provide adequate space for office administrative, operational, and storage purposes.

<u>Bldg</u>	<u>Description</u>	<u>Gr Sq Ft</u>
4303	Admin/Medical	28,084

2. Account for facilities used by the Tenant and subsequent improvements thereto on the Host's real property inventory. Hand receipt buildings to Tenant; conduct joint inventories as required. Conduct space utilization surveys as needed. Manage, assign, and reassign facilities based on the Host's installation master plan (i.e., relocation, demolition, construction, etc.) and the Host's mission essential requirements.

1. Identify and justify facility requirements. Submit requests for building space to DPW, B 1950, 2-2670.

2. Sign for space occupied (hand receipt IF DoD CUSTOMER; permit IF FEDERAL NON-DoD CUSTOMER). Conduct joint inventories as required. Use space as authorized by this agreement. Obtain prior written approval through DPW for conversions, diversions, modifications, renovations, construction, subleasing, or reassignments to other activities.

F2-Facility Construction & Major Repair: Partially Reimbursable

1. Review requests/requirements to modify/add to existing facilities and approve/disapprove said requests/requirements prior to initiating any work. Provide Tenant-requested minor construction on an as available (Host-approved) basis.

2. Provide facility planning, engineering designs, drafting and reproduction services, site survey support, inspection, and job planning and estimating; which are required for the construction (military and minor), fabrication, and repair of facilities and equipment.

3. Provide supervisory and administrative (S&A) inspection of renovation projects.

1. Retain buildings in their present condition without change unless written authorization has been obtained from DPW (DA Form 4283) authorizing the changes. Notify Master Planning/Real Property (2-3517/2670/2922) of any requirements to modify/add to existing facilities. Program, budget and fund for minor construction projects that are mission related.

2. Submit requests for facilities to DPW Engineering Div, B 1950, 2-3517. Develop project justification, assist Host in the preparation of DD Form 1391, and submit document through command channels.

3. Reimburse for S&A inspection/compliance costs (one-time charge of 8% of the total project cost) apart from the support agreement cost.

F3-Facility Maintenance & Minor Repair: Reimbursable

1. Maintain and repair real property including (as appropriate) buildings, installed equipment, miscellaneous structures, roads and grounds (IAW USAFACFS Reg 420-8), railroads, surfaced areas, and other real property. Assign a work order prefix (VA) to the Tenant.

2. Maintain a Self-Help Program (B 1948, 2-4723) and a U-Do-It Program (for projects beyond the scope of the Self-Help Program but still within the Tenant's capability). Provide materials, instruction, and inspections as required.

1a. Submit DA 4283 (Facilities Engineering Work Request) to DPW, B 1950, 2-4337, as required. Call HCMD at 458-3501 for emergency work orders. Reimburse for work/service orders.

1b. Perform grounds maintenance; which includes removing debris, mowing within 75 feet of assigned buildings, fertilizing, trimming, and watering. Maintain topsoil, shrubs, and trees. If grass clippings, tree limbs, and other debris are too large or too heavy for dumpsters; transport the debris to the rubble pit on the East Range. Receiver provides own support for landscaping, fence repair, and weed control through the use of herbicides. Register Tenant-owned lawn mowers with DPW.

2a. Organize a unit self-help maintenance team. Appoint a certified repair and utilities (R&U) officer. Team members shall attend DPW self-help training sessions as required. Keep minor tools on hand in order to perform minor maintenance. Perform R&U and self-help activities at the same level expected of the Host's activities.

2b. Perform minor maintenance such as replacing door handles and light bulbs, tightening loose bolts or screws in installed equipment, spot painting the interior of buildings for cosmetic repair, etc.

2c. Use installation self-help programs. Request guidance and instruction from DPW as required. Provide the labor for these projects. Request materials from DPW.

F5-Fire Protection: Partially Reimbursable

1. Provide appropriate fire protection for buildings assigned to the Tenant. Provide a fire prevention program. Upon request, provide fire prevention training. Conduct fire safety inspections at least annually. Inspect and test all fire protection systems (i.e., fire alarms, sprinkler systems, etc.) as required. Respond to alarms. See category F3 for maintenance of fire protection systems (i.e., maintenance of installed property).

2. Fund and requisition fire extinguishers installed in real property. Inspect, test, and reseal fire extinguishers. Exchange fire extinguishers on Tuesdays and Thursdays, 0800-1100. Determine reason for fire extinguisher discharge.

1a. Reference USAFACFS Reg 420-90. Request assistance in fire prevention as required from the Fort Sill Fire Department (Fire & Emergency Services (Directorate of Public Safety & Law Enforcement Command (DPS&LEC), B 6041, 2-5911). Work with the Fire Department during inspections. Tenant's certified repair and utilities (R&U) official shall accompany the Fire Department during inspections.

1b. Appoint a unit building manager and a building evacuation coordinator. Attend fire prevention lectures when available.

1c. Upon discovering a fire, dial 911 and alert all personnel in the building. Make every effort to extinguish the fire with available personnel while exercising reasonable and prudent care.

1d. Upon request, provide material safety data sheets (MSDS) to the Fire Department for all hazardous materials used/stored in assigned facilities.

2. Deliver fire extinguishers every six years to Fire Station #2 (B 5031) for inspection and testing. For discharged extinguishers, present completed DA Form 2765-1 (Request for Issue or Turn-In) for exchange/recharge. Reimburse for the cost of recharging/replacing due to deliberate or malicious discharge of fire extinguishers (absence of a fire/emergency).

M4-Morale, Welfare, & Recreation (MWR) Activities: Non-Reimbursable

1. Provide for the use of parks, recreational centers, gyms, fitness centers, athletic fields, hobby shops, and related services.

1a. Use facilities/services as required and authorized. Pay for certain services as required on an individual cash basis.

1b. Reserve parks for unit or personal functions (at no charge) by calling the Outdoor Adventure Center, B 2502S (RecPlex), 355-8270.

M6-Museums: Non-Reimbursable

1. Provide facilities and services that display objects of historical military value and significance. Open the Museum buildings (B 336, B 345, B 425, B 432, and B 435) Monday through Saturday from 0830-1630 and Sunday from 1230-1630.

2. Offer specialized research by appointment only, public tours, living history educational programming, and a gift shop (no fees are involved-donations are welcome).

1. Use facilities and services as required and authorized.

2. Pay for gift shop items as required on an individual cash basis.

P1-Police Services: Non-Reimbursable

1a. Protect Tenant's resources; maintain law and order (including enforcement of traffic laws and accident/criminal investigations).

1c. Provide alarm monitoring and response services.

2. Include Tenant in physical security inspections.

3. Notify Tenant of any incidents adversely affecting or otherwise pertaining to assigned personnel or property.

4. Provide registration services for motor vehicles and firearms operated/owned by Tenant's personnel.

1a. References:

AR 190-5	AR 190-47
AR 190-30	USAFACFS Reg 190-1
AR 190-45	

1b. Ensure protective standards for arms, ammunition, explosives, funds, and high-value resources are applied and maintained. Coordinate with Directorate of Public Safety & Law Enforcement Command (DPS&LEC) any requirements for special security of equipment and buildings assigned to the Tenant.

1c. Purchase required electronic security equipment for asset protection.

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

3. Provide information for serious incident reports as required. Report actual or suspected criminal incidents immediately to the Military Police desk, 2-2101.

4. Register vehicles and firearms at B 1670, 2-5383/3045.

P3-Public Affairs: Non-Reimbursable

1. Perform activities aimed toward responding directly or through news media to the general public's right and need to know how DoD components accomplish assigned tasks. Missions include public information, community relations, and internal (troop) information.

2. Handle all civilian news media queries and visits concerning Fort Sill activities on the installation. Coordinate those having Army-wide impact with higher-level PAOs. Prepare news releases for Tenant-sponsored activities as appropriate. Process hometown news releases for military personnel. Invite media to cover changes of command, grand openings, etc., as requested by the Tenant.

3. Coordinate appropriate community relations programs and Fort Sill support to civilian organizations consistent with Fort Sill's AR 5-9 area of responsibility.

4. Provide space in the post newspaper, The CANNONEER, to publicize unit events/activities consistent with news value and space availability.

1. Reference AR 360-1 with USAFACFS supplement.

2a. Refer all media requests for information pertaining to Fort Sill activities or personnel to the Fort Sill Public Affairs Office (PAO) (2-2521/2384, B 455).

2b. Request, coordinate, and supervise all photographic support for Tenant-sponsored ceremonies and activities directly with TSC Photo Branch.

2c. Coordinate with the Fort Sill PAO before inviting civilian news media onto the installation.

3. Provide assistance for selected community relations projects as required.

4. Submit items of interest to The CANNONEER, B 455, 2-5150, by close of business every Friday.

R1-Refuse Collection & Disposal: Reimbursable

1. Collect, transport, and dispose of refuse (trash and compost). Furnish trash and compost containers. Furnish 1 dumpster(s) each serviced 1 time(s) each week.

1. Request services as required from DPW. Comply with Host's policy concerning dumpsters and pollutants. Do not leave trash outside of dumpsters. When dumpsters are full and need to be emptied prior to the next regularly scheduled run, call the DPW Inspection Branch at 2-5582/5746. Reimburse for services received.

R2-Resource Management: Non-Reimbursable

1. Cost and process support agreements (SAs); manage reimbursable funds.

1. Provide feeder data as requested by the Host in a timely manner. See attachment B for reimbursement calculations.

S2-Security Services: Non-Reimbursable

1. Establish and maintain an effective information security program that includes the Tenant. Include (but do not limit to) personnel, technical, industrial, communications, operations, and information systems security. See category P1-Police Services for physical security support.

1a. Handle, store, and safeguard classified information IAW Host's policy and procedures.

1b. Develop a unit security SOP. Appoint a unit security manager (and document custodian if applicable) in writing and forward appointment to DPTM Security Div, B 463, 2-5207/4409. Brief newly assigned personnel on security. Attend briefings and courses as required. Report security compromises to DPTM Security Div. Submit contractor requests for classified visits to DPTM Security Div for approval.

1c. Do not discuss classified information over unsecured telephone lines or with unauthorized personnel. Do not record telephone conversations or listen to them as a third party without advance consent of all parties. Attach DD 2056 (COMSEC Monitoring Warning) to all telephones and facsimile devices.

2. Provide security assistance, training and guidance as required. Conduct Staff Assistance Visit when required.

2. Conduct the mandatory annual Subversion and Espionage Directed Against the US Army (SAEDA) briefing to Tenant's personnel.

3. Conduct security compromise investigations and conduct unannounced as well as scheduled inspections.

3a. Receiver provides own security clearance support. Develop and distribute security access rosters as appropriate. Complete SF 312 (Classified Information Nondisclosure Agreement) for employees with clearances. Complete DA 2962 (Security Termination Statement) to debrief departing employees who have had access to classified information.

3b. Report derogatory information on DA 5248-R (Report of Unfavorable Information for Security Determination) for personnel with or without security clearances. Notify DPTM Security Div of suicides or attempted suicides of personnel who have had access to classified material. Report knowledgeable AWOL to DPTM Security Div within 24 hours. If espionage or subversive activity is discovered or suspected, the unit security manager shall report the incident directly to the 902d Military Intelligence Group at 2-2720.

(S 2 - C o n t)

4. Provide assistance and instruction for changing safe combinations.

5. Provide adequate information assurance (IA) support. Include Tenant in the installation physical security plan, IA plan, and automated information system (AIS) plans and procedures. Identify AIS and determine the sensitivity levels. Identify any security risks that may occur as a consequence of a relationship between different systems.

6a. Provide proactive and reactive anti-terrorism/force protection (AT/FP) support. Identify potential and actual threats/attacks against the US Government--personnel and family members, equipment, and facilities. Assess the risks. Implement preventive and/or counter measures to protect resources and deter or control hostile forces/situations. Activate the EOC as required. Distribute threat warnings/information to the Tenant. Advise Tenant of changes in installation THREATCON.

6b. Continually monitor and assess threat conditions and vulnerability. Submit required reports. Evaluate and update security plans and operations as required. Include Tenant in installation plans, exercises, random anti-terrorist measures, and vulnerability assessments. Include Tenant in the AT/FP committee and working group and in FP fusion cells as required by the installation force protection officer (DPTM).

6c. Provide AT/FP training and travel security briefings.

3c. Conduct quarterly inspections of Tenant's facilities that process classified information.

4a. Change own safe combinations; request assistance from DPTM Security as required. For safe "lock-outs," contact DPTM Security for assistance. Obtain prior approval from DPTM Security before having a security container drilled open.

4b. Tenant has no requirements for classified contracts.

5. Appoint an information assurance security officer (IASO) and an assistant IASO. Provide accreditation status, including date of accreditation and sensitivity level to the Host's installation information assurance manager (IAM). Control access to terminals. Identify security support requirements to the IAM and provide technical assistance as may be required. Provide a POC for IA matters to the IAM.

6a. References: AR 525-13 and USAFACFS Reg 525-1. Respond to threat warnings as appropriate.

6b. Provide results of threat vulnerability assessments conducted by other MACOMs. Provide security requirements and recommendations. Designate a unit representative to attend AT/FP meetings when required.

6c. Ensure personnel traveling to a foreign country receive AT/FP Level 1 training and appropriate threat briefing from the Host prior to departure. Access the training on line at "http://www.at-awareness.org." Contact DPTM Security Div (2-1815/5207) to confirm the briefing dates, times, and locations.

S5-Supply Services: Partially Reimbursable

1. Installation Supply Account

1. Establish supply accounts for POL only. Load customers' DODAACs and APC into the supply system. Customers will be notified of effective dates.

1a. Reference USAFACFS Reg 725-1.

2. Petroleum, Oils, & Lubricants (POL)

2a. Provide for the dispensing of fuel, oils, and lubricants. Include the cost of fuel for GSA TMP vehicles in the lease cost. See category V1 for issuance of fuel keys with GSA TMP vehicles.

2a. Refuel vehicles at the POL fuel facility, B 2177, 0730-1130 and 1200-1545, Monday through Friday. Insert fuel key into pump to obtain fuel.

2b. Encode and issue keys for Tenant-owned vehicles and other GSA vehicles (non-TMP) used by the Tenant.

2b. Submit a memo to the POL coordinator, DOL (ATZR-LSM), ATTN: Kim Gibson, B 1655, 442-3721/6322 or via e-mail at gibsonk@sill.army.mil to requisition keys that will allow Tenant-owned vehicles to gain access to the Host's automated fuel system. Include in the memo the unit's DODAAC and APC for each DAV vehicle and GSA vehicle Tag number for each GSA vehicle. Account for keys to hand receipt holders by serial number. Update account as required. **Reimburse for POL received on DAV vehicles.**

2c. Upon notification, disable lost/missing keys from accessing the fuel system. Bill Tenant for fuel charges resulting from failure to report lost, missing, or transferred keys.

2c. Report lost/missing keys immediately to Supply, B 1655, Rm 205, 2-3721; also report the transfer and turn-in of keys. **Reimburse for fuel charges resulting from own failure to report lost, missing, or transferred keys.**

U1-Utilities: Reimbursable

1a. Provide for the procurement, production, and distribution of utility services including water systems, sewage systems, electrical systems, boiler plants, heating systems, cold storage plants, air-conditioning plants, and other purchased utility services for buildings assigned to the Tenant. See category F1-Facilities & Real Property Support for the list of buildings.

1a. Request services from DPW as required. Report deficiencies to DPW as soon as they occur. **Reimburse for utility services.**

1b. For unmetered buildings and depending on the weather, turn off air conditioners Sep-Oct and turn on heat Oct-Nov; turn off heat Apr-May and turn on air conditioners May-Jun. Reimbursable (based on square footage or meter readings)

1b. Comply with Host's schedule for heating/air conditioning of unmetered buildings. For metered buildings, exercise a common sense approach to heating and air conditioning.

(U1-Cont)

1c. For unmetered buildings, bill Tenant based on utility survey. Depending on the weather, turn off air conditioners Sep-Oct and turn on heat Oct-Nov; turn off heat Apr-May and turn on air conditioners May-Jun.

2. Provide an energy conservation program. Provide assistance and guidance in meeting established goals. Aid in making all buildings energy efficient by adopting and promoting energy-saving products, equipment, and devices that are cost-effective and proven to significantly save energy resources. Conduct energy surveys as required.

1c. Comply with Host's schedule for heating/air conditioning. To exercise own discretion, install meters at own expense.

2a. References:

USAFACFS Reg 420-1	EPACT 1992
USAFACFS Pam 420-1	Executive Order 12902
AR 11-27	

2b. Assign and appoint an energy officer and building energy monitors to meet energy goals. Forward a copy of officer and monitor names to DPW, ATTN: Energy Officer, B 1950, 2-3608. Update the list as appropriate when changes occur.

2c. Actively promote Fort Sill's energy awareness program. Develop an energy plan to establish efficient low-cost actions to identify and reduce energy consumption, improve the level of energy awareness within Tenant's organization, and meet the mandated 30% energy reduction target before the year 2005 IAW Exec Order 12902. Provide a copy of the energy plan to the DPW energy officer.

DEPARTMENT OF THE ARMY
PERMIT TO OTHER FEDERAL GOVERNMENT DEPARTMENT OR AGENCY
TO USE PROPERTY ON
FORT SILL MILITARY RESERVATION

NO. DACA56-4-91-0002

The Department of Veterans Affairs, 921 Northeast 13th Street, Oklahoma City, OK 73104, hereinafter called the Permittee, is hereby granted a permit for a term of twenty-five (25) years beginning August 14, 1992, and ending August 13, 2017, to construct, operate and maintain an outpatient clinic with parking areas, as shown substantially in red on Exhibit A, attached hereto and made a part hereof, and described as follows:

Commencing at the northwest corner of the Reynolds Army Hospital clinic, building P-4300, which corner has coordinates N 9680.7500 and E 4321.0833; thence South 44.66 feet and West 20.92 feet to the point of beginning, said point is the southeast corner of the subject tract; thence West, 405 feet, to a point on the projected East curb line of Pitman Street, said point is the southwest corner of the subject tract; thence North, 350 feet, to a point at the intersection of the projected South and East curb lines of Thomas Street and Pitman Street, said point is the northwest corner of the subject tract; thence East, 405 feet, to a point on the South curb line of Thomas Street, said point is the northeast corner of the subject tract; thence South, 350 feet, more or less, to a point, said point is the southeast corner of the subject tract and the point of beginning.

Containing 3.25 acres, more or less.

THIS PERMIT is granted subject to the following conditions:

1. That the Permittee will design, construct and operate the proposed clinic and associated supportive appurtenances on the above designated property without expense to the Department of the Army.
2. That said clinic will incorporate Federal design and safety criteria that are binding on the Department of the Army at time of construction.
3. That the Permittee shall require the Contractor who is selected to design and construct the projects to agree to defend, indemnify and save harmless the Permittee and the Department of the Army, their officers, agents and employees from and against all suits, actions or claims of any character brought because of any

injury or damage received or sustained by any persons, or property arising out of the performance of the construction project work by the contractor by reason of any act or omission, neglect or misconduct of the contractor, his agents or employees. This indemnity agreement shall apply equally to injuries to the Contractor's employees.

4. That the Department of the Army shall permit the Permittee, its contractors, and its designated representatives reasonable access to Army property for the purpose of conducting business relative to the design, construction and operation of the projects.

5. That during the construction of the projects, the Permittee shall ensure the Department of the Army is given the opportunity to review and coordinate on the construction activities as it progresses.

6. That a Design/Construction Subcommittee shall be established to include local representation from both parties for the purpose of exchanging status, information, ideas and/or concerns relative to the medical facilities. This subcommittee shall be charged with resolving interface problems associated with the design/construction process and advance scheduling of all site disruptions.

7. That the Permittee shall at its own expense and without expense to the Department of the Army, maintain the premises to ensure that minimum federal safety standards are met at all times.

8. That any interference with or damage to property under control of the Department of the Army incident to the exercise of the privileges herein granted shall be promptly corrected by the Permittee to the satisfaction of the officer, hereinafter referred to as "said officer", having immediate jurisdiction over the premises.

9. That the Permittee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Department of the Army or through Department of the Army facilities for the use of the Permittee.

10. That no additions to or alterations of the premises shall be made without the prior consent of the said officer.

11. That if for any reason it should be deemed necessary or expedient for the Department of the Army to perform functions and/or render services which are the responsibility of the Permittee, the said officer may, in lieu of reimbursement, require the Permittee to furnish the personnel and/or materials required for the performance of said functions and/or for the rendering of the services. In addition to furnishing personnel and/or materials, the Permittee shall reimburse the Department of the Army

for any costs incurred by the Department of the Army in connection with the functions and/or services, such as for supervision and/or equipment furnished. Selection of such personnel will be subject to the approval of the said officer.

12. That the permit shall be revocable by the Secretary of the Army, in the event of:

- a. a national emergency.
- b. violation of a condition of the permit after a notice is given to the Permittee of the violation and after the Permittee has had a reasonable opportunity to correct the violation.
- c. base closure.
- d. national defense purposes.

Provided that the Department of the Army will give the Permittee as much advance notice of revocation as practical given the nature of the event but no less than 120 days.

13. That the Permittee may relinquish this permit at any time during the designated term without incurring penalties and/or sanction except as provided in condition 14 below and provided the Permittee shall give the Department of the Army not less than 120 days notice of the relinquishment.

14. That on or before the date of expiration of this permit or its relinquishment by the Permittee, the Permittee shall restore the premises to their original condition subject to the availability of funds and subject to the Anti-Deficiency Act, or at the option of the Department of the Army to transfer accountability for the facilities to the Department of the Army.

15. That the permittee shall comply with all applicable Federal, state, and local laws, rules, and regulations relating to the use of pesticides. In addition, the Permittee must obtain approval in writing from the Director of Public Works at Fort Sill or his authorized representative, before any pesticides are applied to the outgranted areas. Furthermore, within 10 days after applying the pesticide, the Permittee shall notify the Director or his authorized representative, in writing, of the type, amount, date, and location of the application.

16. That the Permittee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Permittee shall immediately notify the Director, and the site and the material shall be protected by the Permittee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the Director.

17. The Permittee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located.

18. That the construction of said clinic shall be commenced no later than August 13, 1993 and, subject to authorized adjustments, shall be completed no later than two years from subject date to preclude termination of permit.

19. That the operation of the clinic is solely within the purview of the Permittee, consistent with the Permittee's patient care mission.

This permit conforms to ENG Form 1362, Jul 88, except as follows: condition 1 was deleted and conditions 1 through 6 were substituted therefor, condition 7 was deleted and conditions 12 through 14 were substituted therefor, conditions 15 through 19 added and other conditions renumbered.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 14th of August 1992

WT Binney
William T. Binney
Assistant for Real Property
OASA (I, L&E)

Attachment B to
SA #W44DQ1-02329-521

FY 03 CALCULATIONS FOR REIMBURSABLE COSTS

325756.1 DPS	<u>E3. Environmental Cleanup</u> Hazardous spills/incidents Customer will be billed for actual costs.	Total Cost \$0
325756.4 DPS	<u>E4. Environmental Compliance</u> Hazardous waste disposal Customer will be billed for actual costs.	Total Cost \$0
326776.L2 DPW	<u>F2. Facility Construction & Major Repair</u> Minor Construction Customer will be billed for actual costs.	Total Cost \$0
326778 DPW	<u>F3. Facility Maintenance & Minor Repair</u> Estimated cost of workorders: Customer will be billed for actual costs: Historical costs: FY02 \$176.48; FY01 \$0; FY00 \$0	Total Cost \$0
325779.P DPS	<u>F5. Fire Protection</u> Unauthorized fire extinguisher discharge Customer will be billed for actual costs to recharge/replace fire extinguisher	Total Cost \$0
325779.M1 DPW	<u>R1. Refuse Collection & Disposal</u> Estimate based on cost per lb of refuse .0226*680*52= \$799 Customer will be billed .0226 for every 8 cy dumpster (680 lbs) dumped 52 times per year	Total Cost \$800
325796.B DOL	<u>S5. Supply Services</u> (54,270.4 miles per year / 16 miles per gallon) = 3391.90 * .75 FY03 POL rate = \$2,544 Customer will be billed for actual POL costs on vehicles VA15855, VA15695, and VA18092.	Total Cost \$2,600
325779.J DPW	<u>U1. Utilities</u> Estimate based on historical costs Customer will be billed for actual consumption on metered bldg. Historical costs: FY02 \$69,271.17	Total Cost \$70,300

**Total costs rounded to hundreds

GRAND TOTAL \$73,700