

SUPPORT AGREEMENT

1. AGREEMENT NUMBER: W44DQ1-00028-741

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 4, para 7b.) _____ 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 OPLOC, ATTN: DFAS-LW-A, Fort Sill, OK 73503-0500, DSN 639-6367.

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 - Sample Rental Agreement
B - Fair Market Rental Value for On-Post Quarters

DISTRIBUTION:

Cdr, USAFACFS, ATTN: ATZR-RP, Fort Sill, OK 73503-5100

Cdr, U.S. Army ROTC Cadet Command, ATTN: ATCC-RR, Fort Monroe, VA 23651-5000

Continued on page 3.

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 5.

Additional specific provisions attached: YES NO

SA # W44DQ1-00028-741

Receiver: U.S. Army ROTC Cadet Command
Fort Monroe, VA

GENERAL PROVISIONS

1. References:

- a. DoD 4000.19-I, 9 Aug 95, Interservice and Intragovernmental Support.
- b. AR 5-9, 16 Oct 98, Area Support Responsibilities.
- c. AR 37-1, 30 Apr 91, Army Accounting and Fund Control.
- d. Memorandum, Assistant Secretary of the Army (Financial Management), 19 May 95, subject: Army Reimbursable Policy.
- e. Memorandum, HQDA, DAPE-HR-S, 9 Jun 93, subject: Housing for Headquarters, United States Army ROTC Cadet Command Soldiers with 1st End, TRADOC, ATBO-GH, 16 Jun 93.
- f. Memorandum, ROTC Cadet Command, ATCC-RR, 5 Oct 93, subject: On-Post Housing for SROTC Cadre and Retired JROTC Instructors.

2. This intraservice support agreement (SA) documents Government family housing support provided by the U.S. Army Field Artillery Center and Fort Sill (USAFACFS/Supplier) to U.S. Army ROTC Cadet Command, Fort Monroe, VA (Receiver), for Senior Reserve Officer Training Corps (SROTC) cadre and Junior ROTC (JROTC) instructors covered under reference 1b.

3. Supplier and Receiver are both funded with operations and maintenance, Army (OMA), funds; therefore, housing support will be provided on a non-reimbursable basis.

4. 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.).

5. 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.

6. 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; these changes must be initialed by both parties.

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.

7. Points of contact for the administration of this support agreement are as follows:

- a. Supplier: Ms. Dora Presley, Installation Support Agreements Manager (SAM) and
Ms. Carol Conner, Assistant Installation SAM
Directorate of Resource Management (DRM); Fort Sill, OK 73503-5100
DSN 639-5072/4909 or (580) 442-5072/4909, FAX ext 7156
E-mail Address: PRESLEYD or CONNERC@SILL.ARMY.MIL

- b. Receiver: Ms. Nedena Cooper, Management Team Chief
U.S. Army ROTC Cadet Command
ATTN: ATCC-RR, Resource Management Division
Fort Monroe, VA 23651-5000
DSN 680-4629 or (757) 727-4629
FAX ext 2692
E-mail Address: coopern@monroe.army.mil

SA #W44DQ1-00028-741

Receiver: U.S. Army ROTC Cadet Command
Fort Monroe, VA

SPECIFIC PROVISIONS

SUPPLIER SHALL

RECEIVER SHALL

H2-Housing & Lodging Services: Non-Reimbursable

1. Provide on-post family housing for SROTC cadre and retired JROTC instructors in accordance with (IAW) AR 210-50/USAFACFS Reg 210-50. Since the one-hour/30-mile exclusionary policy has been revoked for the ROTC program, consider each request on a case-by-case basis examining the individual's preferences and the feasibility/cost effectiveness of providing the support.

2. Meet with and coordinate requirements with individuals concerned. Prioritize requests IAW AR 210-50/USAFACFS Reg 210-50 and any interim changes thereto. The Fort Sill Commanding General has legal jurisdiction over any Receiver personnel at any time they are physically present on the installation.

3. For retired JROTC instructors, provide housing if the installation has more than enough housing to meet the active military needs. Establish and obtain a monthly rental fee from the individual based on the fair market value for the Lawton-Fort Sill area (see attachment B).

4. When on-post residential quarters are provided/terminated for active military, mail assignment/clearance of quarters notice to the Fort Sill Defense Military Pay Office.

1. Receiver's interested personnel shall request housing support in writing addressed to Cdr, USAFACFS, ATTN: ATZR-EH (Housing Officer), B 5676, Fort Sill, OK 73503-5100, (580) 442-2302/6966.

2. To inquire about housing availability/waiting lists, dial the recording at 442-4331. Comply with the provisions of the signed rental agreement (see sample at attachment A). As residents of Fort Sill, personnel are subject to applicable post policies.

3. At own option, obtain housing when the installation has more than enough housing to meet the active military needs IAW AR 210-50, Chapter 3, Table 3-3 (Priority 5 for families) and Table 3-4 (Priority 6 for bachelors). Retired military personnel shall pay housing rental on an individual out-of-pocket basis based on the fair market value for the area (see attachment B).

4. Ensure appropriate deductions are made from military pay when Receiver's personnel reside on Fort Sill.

R2-Resource Management: Non-Reimbursable

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

1. Provide feeder data as requested by the Supplier in a timely manner.

DEPARTMENT OF THE ARMY

LEASE

OF PROPERTY ON FORT SILL, OKLAHOMA MILITARY RESERVATION

No.

THIS LEASE, made between the Secretary of the Army, of the first part and

of the second part, WITNESSETH:

That the Secretary of the Army, by virtue of the authority contained in Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the party of the second part, hereinafter designated as the lessee, for a term of one year, beginning 01 MONTH 19 01, and ending 31 MONTH 19 02, but revocable at will by the Secretary of the Army, the following described property for occupancy for this member and his dependents and consists of family quarters building _____ Fort Sill, OK. Rental, collected as prescribed by Condition 1 () which follows, covers the following stated items:*

Basic Rent and Utilities..... \$ _____

The quantities of services for utilities cost are estimated by the Facilities Engineers. The family quarters at Fort Sill, OK, are not metered; therefore, there are no accurate means of determining your cost for utilities.

* except that of the first and last month of occupancy according to the number of occupancy.

THIS LEASE is granted subject to the following conditions:

1. That the lessee shall pay to the United States rental in the amount of So Many hundred dollars and and so many cents (\$ 000.00) per ^{month} ~~year~~, payable in advance, and the lessee shall also pay to the United States on demand any sum which may have to be expended after the expiration, revocation, or termination of this lease in restoring the premises to the condition required by Condition No. 20 hereof. Compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee direct to Finance Officer, Fort Sill, OK 73503
2. That, as of the commencement date of this lease, an inventory and condition report of all personal property and improvements of the Government included in this lease shall be made by a representative of the Government and a representative of the lessee to reflect the then present condition of said property. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. At the expiration, revocation, or termination of this lease a similar inventory and condition report shall be prepared and submitted to the Commander ~~Engineer~~ USAFACFS Fort Sill, OK 73503 hereinafter designated as "said officer." said inventory and condition report to constitute the basis for settlement by the lessee with said officer for leased property shown to be lost, damaged, or destroyed. any such property to be either replaced or restored to the condition required by Condition No. 20 hereof, or at the election of the Government reimbursement made therefor by the lessee at the then current market value thereof.
3. That the lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Government ~~whatssoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.~~
4. That, subject to the limitations of Condition No. 20 hereof with respect to the restoration of the property, all portions of the leased property shall at all times be protected and maintained in good order and condition by and at the expense of the lessee.
5. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon. nor grant any interest, privilege, or license whatsoever in connection with this lease without permission in writing from the said officer.
6. That the right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government, and the lessee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.
7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities, and the lessee shall hold the United States harmless from any and all such claims.
8. That the lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.
9. That any property of the United States damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property shall be promptly repaired or replaced by the lessee to the satisfaction of the said officer, or in lieu of such repair or replacement the lessee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.
10. That the lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures.

11. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

12. That the lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the said officer.

13. That the lessee shall pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the lessee with respect to or upon the leased premises. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this lease (as opposed to the leasehold interest of the lessee therein), this lease shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments, or similar charges and the amount of any taxes, assessments or similar charges which were imposed upon such lessee with respect to the lessee's leasehold interest in the premises prior to the granting of such consent by the Congress; provided that in the event that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessments, or similar charges, on a rental which in the opinion of the said officer, constitutes a reasonable return to the Government on the leased property, then in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the lessee subject to appeal in accordance with Condition No. 14 of this lease.

14. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the said officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the said officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the said officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This Condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

15. That this lease may be terminated by the lessee at any time by giving to the Secretary of the Army, through the said officer, at least ten (10) days' notice thereof in writing; provided that, in case of such termination, no refund by the United States of any rental theretofore paid shall be made, and provided further, that in the event the said notice is not given at least ten (10) days prior to the rental due date, the lessee shall be required to pay the rental for the period or term shown in Condition No. 1 hereof.

16. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and to such rules and regulations as may be prescribed by him/her from time to time.

17. That the lessee shall pay the cost, as determined by the officer having immediate jurisdiction over the property, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the lessee, including the lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the officer having immediate jurisdiction over the property, upon bills rendered monthly.

~~18. That for such period as the lessee is in possession of the leased property pursuant to the provisions and conditions of this lease the lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full insurable value thereof. The lessee shall procure such insurance from any responsible company or companies, and furnish either the original policy or policies or certificate of insurance or certificates of insurance to the District Engineer. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, any balance of the proceeds not required for the repair, restoration, or replacement of the property damaged or destroyed to be paid to the Government, and that in the event the Government does not elect by notice in writing to the insurer within 60 days after the damage or destruction occurs to have the proceeds paid to the lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the Government, provided, however, that the insurer, after payment of any proceeds to the lessee in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the Government to repair, restore, or replace the leased property, or any part thereof.~~

19. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

~~20. That, on or before the date of expiration of this lease or its termination by the lessee, the lessee shall at its cost vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to as good order and condition as that existing upon the date of commencement of the term of this lease, less ordinary wear and tear and damage to the leased property covered by insurance and for which the Government shall receive or has received insurance funds in lieu of having the damaged property repaired, replaced, or restored. If, however, this lease is revoked, the lessee shall vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to the condition aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove the property of the lessee and so restore the leased property, then, at the option of the Secretary of the Army, the property of the lessee shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the leased property to be so restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.~~

20 (ALTERNATE). That, on or before the date of expiration of this lease or its termination by the lessee, the lessee shall vacate the demised premises, remove the property of the lessee therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this lease, damages beyond the control of the lessee and due to fair wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate the premises, remove said property therefrom, and restore the premises to the condition aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

21. That if more than one lessee is named in this lease the obligations of said lessees herein contained shall be joint and several obligations.

22. That, except as otherwise specifically provided, any reference herein to "Division Engineer", "District Engineer" or "said officer" shall include his/her duly appointed successors and his/her authorized representatives.

23. That all notices to be given pursuant to this lease shall be addressed, if to the lessee to

LIAISON OFFICERS FULL RANK/NAME

Quarters address

Fort Sill, OK 73503-_____

; if to the Government to the

Directorate of Public Works, Housing Management Division, Fort Sill, OK
73503-5100

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

24. The lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

25. That in the event the United States revokes this lease or in any other manner materially reduces the area covered thereby prior to the date of expiration thereof, an equitable adjustment in the rental paid or thereafter to be paid under this lease shall be made: Provided, however, that this provision shall not apply in the event of revocation because of a breach by the lessee of any of the terms and conditions of this lease.

26. (SEE ATTACHED PROVISION)

27. (SEE ATTACHED PROVISION)

That prior to execution of this lease conditions were deleted, revised and added in the following manner:

Conditions 1 and 17 were amplified and Conditions 18 and 20 (ALTERNATE) were deleted and Provision 26 and 27 were added.

This lease is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this
day of , 19

FULL NAME OF CURRENT DIRECTOR
Colonel, Corps of Engineers
Director of Public Works

THIS LEASE is also executed by the lessee this day of . 19

..... (SEAL)
LIAISON OFFICER'S NAME
Quarters address
Fort Sill, OK (Post Office Address)
.....

Signed and sealed in the presence of:

X.....

X.....

Provisions of Form Lease

26. The Government may revoke this lease after 30 days minimum prior written notice for the following:

- a. Nonpayment of rent;
- b. Breach of any condition or conditions of this lease;
- c. Need of the quarters for military personnel or essential civilian employees;
- d. When the installation ceases to be the permanent station of the lessee, or when the lessee no longer resides permanently in the quarters; and
- e. When the lessee, dependents, or occupants are involved in misuse or illegal use of the quarters or the misconduct contrary to safety, health, or moral standards.

27. Rental rate adjustments may be made as follows:

a. Upon 30 days prior to notice, rent adjustments may be made during the lease term whenever required by applicable Army regulations. Such changes may result from periodic surveys applying the Consumer Price Index in conjunction with surveys of the private rental market in the nearby established community indicating a need to adjust basic rental rates to conform to the rental market. Rental adjustments may also be necessary when directed by the local Division/District Engineer.

b. Utilities furnished by the Government and metered or measured may be adjusted as required by Army regulations, such as, whenever prevailing rate changes occur in the locality used for comparison or upon receipt of notice of changes in local domestic utility rates issued by the Division/District Engineer. Such charges will be clearly identified and distinguished from charges for rent.

effective 1 March 1995

FAIR MARKET RENTAL VALUE FOR ON-POST QUARTERS

UNIT #	# OF BEDROOMS/ SQUARE FEET	RENTAL COST	
		MONTHLY	DAILY
300-E	4	\$610	20.33
311	3	\$490	16.33
348	2	\$435	14.50
361-W	2	\$615	20.50
422	6	\$1750	58.33
426-N	4	\$1170	39.00
431-S	3	\$1115	37.17
560	4	\$1050	35.00
624-UN	3	\$760	25.33
648	3	\$1050	35.00
1104	3	\$775	25.83
1105	3	\$665	27.17
1106	4	\$635	21.17
1125-A	3	\$540	18.00
1125-B	4	\$635	21.17
1302-W	3	\$885	29.50
1312	6	\$1295	43.17
1320-UW	3	\$840	28.00
1820-E	2	\$530	17.67
2075-S	4	\$535	17.83
5500-H	3	\$485	16.17
6512	3	\$540	18.00
6755-A	4	\$700	23.33
7803	5	\$715	23.83