



DEPARTMENT OF THE ARMY  
U.S. ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, U.S. ARMY GARRISON ALASKA  
1046 MARKS ROAD #6000  
FORT WAINWRIGHT, ALASKA 99703-6000

MEMORANDUM OF AGREEMENT BETWEEN  
THE U.S. ARMY GARRISON ALASKA (USAG ALASKA)  
AND  
THE CITY OF VALDEZ  
FOR  
OPERATION & MAINTENANCE OF ALLISON POINT CAMPGROUND

**IM-WC1SH5-24-303-MOA**

This is a Memorandum of Agreement (MOA) between the U.S. Army Garrison Alaska (USAG Alaska) and the City of Valdez, Allison Point Campground, Valdez, AK 99686. When referring to USAG Alaska, this agreement applies exclusively to USAG Fort Greely and excludes Fort Wainwright, Joint Base Elmendorf-Richardson, Army Support Activity (JBER ASA). When referred to individually or collectively, USAG Alaska and the City of Valdez may be referred to as "Agency" or "Agencies," respectively.

1. AUTHORITIES:

- 1.1. DoD Instruction 1015.10, Military Morale, Welfare, and Recreation (MWR) Programs, Incorporating Change 1, 6 May 2011.
- 1.2. DoD Instruction 4000.19, Support Agreements, 16 Dec 2020.
- 1.3. Army Regulation 5-9, Installation Agreements, 17 Apr 2018.
- 1.4. Army Regulation 215-1, Military Morale, Welfare, and Recreation Programs and Nonappropriated Fund Instrumentalities, 24 Sept 2010.
- 1.5. Army Regulation 27-20, Claims, 8 Feb 2008.
- 1.6. Installation Management Command (IMCOM) Handbook.

2. BACKGROUND:

2.1. In accordance with Reference 1.1 above, in order to fulfill the MWR mission, USAG Fort Greely DFMWR is authorized to establish agreements with the local government for use of similar Category B MWR programs when it is in the best interest of the Department of Defense and when the provision of such agreements are otherwise in compliance with applicable law and regulation. USAG Alaska has allowed the MWR at Fort Greely to operate and maintain via city permit, a small campground at Allison Point,

Valdez, Alaska with primitive or tent camping as the primary recreational activity and/or that support participation in adjacent outdoor recreational activities. The City of Valdez has agreed to issue an operating permit to USAG Fort Greely. Activities for use shall be subject to the terms and conditions as outlined below:

2.1.1. This permit is an agreement for the use and operation of the City of Valdez's managed land and does not grant any permanent interest in real property. Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the USAG Fort Greely.

2.1.2. This permit may be amended in whole by the City of Valdez when, at the discretion of the City of Valdez, such is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, or other management decisions. USAG Fort Greely shall also have the opportunity to renegotiate or withdraw from the permit if any amendments have a substantial financial impact on the USAG Fort Greely DFMWR's operation. Any request for withdrawal must be given in writing 30 days prior to the effective date of the request for withdrawal. USAG Fort Greely may terminate this agreement, in whole or in part, when it is in the best interest of the USAG Fort Greely.

2.1.3. The City of Valdez shall have free and unrestricted access at all times, including the right to enter into all City of Valdez-owned buildings, to ensure compliance with the terms and conditions of this permit.

2.1.4. This permit is not assignable or transferable.

2.1.5. The physical description of the property is as follows:

Allison Point Fishing Area is located 15 miles south of Valdez, adjacent to the Alyeska Pipeline Terminal. This popular fishing area provides the following amenities features:

- 50 overnight RV and tent campsites.
- 2 permanent restroom facilities provided by the City (nearest to the Alyeska terminal).
- 2 portable outhouses provided by USAG Fort Greely.
- 3 improved access trails to the ocean's edge.
- One information kiosk.
- Approximately 75 day-use parking spaces located along the side of Dayville Road are also included in the Allison Point Fishing Area.
- 3 large water containers for public use.
- Easement within campground for fiber optic cable. Access for installation and maintenance must be allowed by the easement USAG Fort Greely.

The boundary of the campground shall be from a point of Dayville Road, approximately .75 miles west of Solomon Creek Bridge, to the east property line of Alyeska Marine Terminal. All lands north of Dayville Road to the water line and south of the road 20 feet beyond any campsite or parking space shall be included. In addition, the City of Valdez will be responsible for maintaining the restroom at the Solomon Gulch Fish Hatchery parking lot. All repairs shall be performed by the City of Valdez.

3. RESPONSIBILITIES OF THE AGENCIES:

3.1. USAG Fort Greely will:

3.1.1. Assume responsibility for compliance with the regulation of all federal, state, and local laws, ordinances, or regulations, which are applicable to the area or operations covered by this permit. The obligations of USAG Fort Greely under this permit are not contingent upon any duty of the City of Valdez to inspect the premises. A failure of the City of Valdez to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

3.1.2. Be responsible for the provision and cleanliness of all necessary site amenities and all janitorial maintenance of the campground. Janitorial services shall include cleaning and disinfecting of toilet facilities, potable water facilities, and equipment, emptying and maintaining all trash receptacles, and cleaning tables and picnic areas on a regular basis. USAG Fort Greely shall supply its own janitorial supplies including toilet paper, etc. A fumigant or bacterial agent should be used to control odors in a vault, and a solid or liquid deodorant dispenser should be used to control odors in the buildings. The pumping of these facilities shall be the responsibility of USAG Fort Greely. The number of times the vault toilet tanks need to be pumped will vary depending upon use.

3.1.3. Have sole responsibility for the maintenance and repair of any facility, equipment, or improvements, which includes park furnishing, parking areas, camping sites, signs and sign posts, bulletin boards, and trash containers under 60-gallon size.

3.1.4. Have responsibility for providing all labor, supplies, and materials necessary for janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection at the campground.

3.1.5. Monitor site conditions and visitor activities sufficiently to provide cleanliness, safety, order, and comfort 24 hours a day. Visitors should be approached and advised of applicable park rules, regulations, and potential infractions. If violations persist, the Valdez Police Department should be contacted and the City of Valdez should be notified.

3.1.6. Prepare “Standard Operating Procedures” for City of Valdez approval. These procedures shall be updated as changes are made during the term of the permit.

3.1.7. Obtain City of Valdez approval prior to any major maintenance, equipment replacement, and selection of paint colors.

3.1.8. Provide maintenance of building structures. It is the obligation of USAG Fort Greely to notify the City of Valdez immediately of any internal structural maintenance issues so a licensed contractor or City employee may be assigned to its repair. Provide two portable restroom facilities for the east parking area.

3.1.9. Not erect any permanent structures on the property.

3.1.10. Cut back brush and vegetation from parking bumpers, signs, bulletin boards, latrines, roadsides, rocks, trail to water, or any other location that unsightly or unsafe vegetation may grow at the beginning of the season, and then once a month thereafter for the season, or more frequently as needed. Frequency should be determined by how the area looks, or whether there is a safety hazard.

3.1.11. Be responsible for complying with all state and local requirements and health standards for public water supply throughout the operational season.

3.1.12. Notify the City of Valdez immediately of any accidents involving personal injury or threatening incidents involving wildlife, discharge of firearms, or of incidents that could create the impression those persons may be lost or in danger. Written incident forms must be completed and turned in to the City of Valdez within 24 hours of notification. Forms will be provided by the City of Valdez.

3.1.13. Provide the City of Valdez by or before May 1<sup>st</sup> of each year a list of proposed fees for the season. The fees charged to the general public must be at least the same as the prevailing rates being charged everywhere else in the community for a comparable site to prevent unfair competition with local private RV parks.

3.1.14. Maintain or renew as necessary erected signs to neat and presentable standards, as determined by the City of Valdez. All materials of signs should be weather-resistant, easy to read, and prominently placed where necessary. Content, quantity, size, design, and color of signs will be mutually agreed upon by the Agencies prior to season opening.

3.1.15. Present to the City of Valdez an end-of-season summary report on or before October 1<sup>st</sup> of each year. The report will summarize the number of campground visitors for the season broken down into categories such as nightly fees, number of overnight users, Alaska residents and non-residents, number of individuals, and number of groups.

3.1.16. Be responsible for filling, testing, and maintaining the water tanks.

3.1.17. Must notify the City of Valdez of intentions to renew the permit for any additional terms no later than October 1<sup>st</sup> of the last year of the existing agreement.

3.1.18. Submit an operations and maintenance plan for City of Valdez' approval prior to May 15<sup>th</sup>, 2024 and then within seven days of said date for each year of the agreement.

3.1.19. Operate the campground from a week prior to Memorial Day to Labor Day weekend.

3.1.20. Complete the following annual maintenance if deemed necessary by the City of Valdez before opening for each season:

- Repainting/re-staining of restroom facilities.
- Repainting/re-staining of Information Kiosk.
- Repair, repainting and/or replacement of campsite markers.
- Repair, repainting, and/or replacement of any signage.
- Preseason brush cutting.

3.1.21. Clean all restrooms with chemical solutions that kills viruses and bacteria (such as hepatitis, mold, etc.) prior to locking restrooms down for the season.

3.1.22. Provide, maintain, and repair the following signs with size, design, color, and content approved by the City prior to posting:

- Quiet times.
- Fees (including daily, weekly, and monthly rate, if applicable).
- Management information, including phone numbers.
- Designated fish cleaning areas, including bear awareness verbiage (to be provided by City of Valdez) and no disposing of fish carcass in dumpsters.
- Safety and property information.
- Other signs as necessary.

3.1.23. Allow free and unrestricted access to City of Valdez at all times, including the right to enter into all City of Valdez-owned buildings, to ensure compliance with the terms and conditions of this agreement.

3.2. City of Valdez will:

3.2.1. Provide locations and access to potable water and to fill water tanks.

3.2.2. Assist in the maintenance of existing permanent structures found in disrepair.

3.2.3. Perform an annual pre/post season water test at no cost.

3.2.4. Provide maintenance of building structures for items and issues that are confined within the walls of a structure such as electrical wiring and internal plumbing.

3.2.5. When necessary and if resources are available, the City of Valdez will assist in preventing unauthorized access to the campground and surrounding areas.

3.2.6. Assist in/with the annual "Spring Clean Up," provide periodic "brush hog," work and maintain the grade of gravel roads throughout the campground, if and when resources are available.

4. PERSONNEL: Each Agency is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Agency is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following Points of Contact (POCs) will be used by the Agencies to communicate in the implementation of this MOA. Each Agency may change its POCs upon reasonable notice to the other Agency.

5.1.1. USAG Alaska:

5.1.1.1. Installation Agreements Manager, Gregory Handy, 907-353-7679.

5.1.2. USAG Fort Greely, DFMWR:

5.1.2.1. Director of Family and Morale, Welfare, & Recreation, Jessica Smith, 907-873-4220.

5.1.3. City of Valdez, Parks, Recreation & Cultural Services Director, Kenneth Wilson, 907-835-2531.

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, as applicable, to:

5.2.1. USAG Alaska, 1046 Marks Road, #6000, Fort Wainwright, AK, 99703.

5.2.2. City of Valdez, 212 Chenega Ave, PO Box 307, Valdez, AK 99686.

5.3. FUNDS AND MANPOWER: This MOA does not document nor provide for the exchange of funds or manpower between the Agencies, nor does it make any commitment of funds or resources.

5.4. REVIEW OF UNDERSTANDING: This MOA will be reviewed annually on or around the anniversary of its effective date.

5.5. MODIFICATION OF UNDERSTANDING: This MOA may only be modified by mutual consent of all Agencies. Such revisions will be documented and signed by all Agencies. Pen and ink changes are acceptable.

5.6. DISPUTES: Any disputes relating to this MOA will be subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Agencies, or in accordance with DoDI 4000.19 and AR 5-9, paragraphs 3-7.

5.7. TERMINATION OF UNDERSTANDING: This MOA will remain in effect until superseded, modified, or terminated by mutual consent and agreement by all Agencies, or its expiration date. Any Agency may unilaterally elect to withdraw from this MOA 30 days after providing formal written notification to the other Agency of the intent to terminate.

5.8. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Agencies.

5.9. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOA embodies the entire agreement between the Agencies regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

5.10. LIABILITY/INSURANCE REQUIREMENTS: USAG Fort Greely assumes all risk of business and profits, which may result from, but not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, wildlife, and all other acts of nature.

5.10.1. USAG Fort Greely shall comply with all applicable federal, state, and local laws and regulations. The U.S. Government, in effect, is a self-insurer for certain acts of its employees; therefore, no independent "insurance policy" exists. Claims involving death, personal injury, or damage to or loss of property caused by the negligent or wrongful acts or omissions of military personnel or civilian employees of the Department of the Army (while acting within the scope of their employment under circumstances in which the United States) if a private person, would be liable to the claimant in accordance with the laws of the place where the act or omission occurred are processed under the provisions of the Federal Tort Claims Act (see Title 28, United States Code, Section 2671 and following).

5.10.2. The City of Valdez has no duty to inspect the permit area or to warn of hazards and, if the City of Valdez does inspect the permit area, it shall incur neither additional duty nor liability for identified or non-identified hazards.

5.10.3. As a U.S. Army agency, insurance is covered under Army Regulation 215-1, Military Morale, Welfare, and Recreation Programs and Nonappropriated Fund (NAF) Instrumentalities, and Army Regulation 27-20, Claims. Allison Point Campground is considered a Fort Greely Morale, Welfare, and Recreation (MWR) activity for insurance purposes, and all insurance programs are covered under their Risk Management Program. Other insurance is not allowed.

5.10.4. The insurance program includes: property, which covers NAF property; tort, which covers claims because of general liability without dollar limitation; worker's compensation, which covers on-the-job injuries and illnesses.

5.11. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Agency signs.

5.12. EXPIRATION DATE: This MOA expires 31 December 2028.

5.13. CANCELLATION OR MODIFICATION: This MOA may only be modified by the written agreement of the Agencies duly signed by their authorized representatives. This MOA is non-transferable except with the written consent of the Agencies. It is expressly understood and agreed that the MOA embodies the entire understanding between the Agencies regarding the MOA's subject matter.

5.14. NO THIRD AGENCY BENEFICIARIES: Nothing in the MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not agency, any remedy of or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.

5.15. SEVERABILITY: If any term, provision, or condition of the MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions, which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

## 6. OSJA REVIEW:

The Office of the Staff Judge Advocate reviewed this agreement and found it to be legally sufficient.

AGREED:

For the USAG Alaska

\_\_\_\_\_

Date: \_\_\_\_\_

Fort Greely Tax ID# is: 520228515

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the City of Valdez

\_\_\_\_\_

Sharon Scheidt  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Sheri Pierce, MMC  
City Clerk

For PRCS

\_\_\_\_\_

Kenneth Wilson  
PRCS Director

APPROVED AS TO FORM  
For Brena, Bell & Walker, P.C.

\_\_\_\_\_

Jake W. Staser  
City Attorney