



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FT GREELY
P. O. BOX 31269
FORT GREELY ALASKA 99731-1269

MEMORANDUM OF AGREEMENT BETWEEN
THE U. S. ARMY GARRISON FORT GREELY ALASKA (USAG FGA)
AND
THE CITY OF VALDEZ
FOR
OPERATION AND MAINTENANCE OF VALDEZ GLACIER CAMPGROUND
AK-FG-18-001

This is a Memorandum of Agreement (MOA) between U.S. Army Garrison Fort Greely Alaska (USAG FGA) and the City of Valdez (City). When referred to collectively, USAG FGA and the City are referred to as the "Parties."

1. AUTHORITIES: This MOA will be referred to as an operating permit issued by the City and the activities of use authorized, shall be subject to the terms and conditions as outlined below.

1.1. Operation and maintenance of the Valdez Glacier Campground is made between the City and USAG FGA further referenced as the "Operator."

1.2. Management of 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 Operator.

1.3. This operating permit may be amended in whole or in part by the City when, at the discretion of the City, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, or other management decisions. The City may terminate this agreement "for convenience" if the property is ever required for airport expansion or associated development. The Operator shall also have the opportunity to renegotiate or withdraw from the permit if any amendments have a substantial financial impact on the Operator's operation. Any request for withdrawal must be given 30 days prior to the effective date of the request for withdrawal. The Operator may terminate this agreement, in whole or in part, when it is in the best interest of the Operator.

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

1.5. This permit is not assignable or transferable.

2. RESPONSIBILITIES OF THE PARTIES:

2.1. The Operator will -

2.1.1. In exercising the uses authorized by this permit, will 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 the Operator under this permit are not contingent upon any duty of the City to inspect the premises. A failure of the City to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

2.1.2. Shall be responsible for all utility, water, and sewer cost and fees at the campground.

2.1.3. Shall 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.

2.1.4. Shall 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.

2.1.5. Shall 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.

2.1.6. 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 and regulations and potential infractions. If violations persist, the Valdez Police Department should be contacted and the City should be notified.

2.1.7. Shall prepare "Standard Operating Procedures" for City approval. These procedures shall be updated as changes are made during the term of the permit.

2.1.8. Must obtain City approval prior to any major maintenance, equipment replacement, and selection of paint colors.

2.1.9. Shall provide maintenance of building structures for items and issues

which are exposed outside the confines of the walls such as cover plates, restroom, and RV pump out plates, hose bibs, sky light covers, doors, hinges, knobs, BBQ pits, fire rings, light fixtures, spigots, toilets, exposed plumbing, outlets, etc. It is the obligation of the Operator to notify the City immediately of any internal structural maintenance issues so a licensed contractor or City employee may be assigned to its repair.

2.1.10. Is responsible for the pump station operations and above ground repair.

2.1.11. Shall not erect any permanent structures on the property.

2.1.12. Will cut back brush and vegetation from parking bumpers, signs, bulletin boards, latrines, roadsides, rocks, 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.

2.1.13. Shall be responsible for complying with all state and local requirements and health standards for public water supply throughout the operational season.

2.1.14. Shall notify the City immediately of any accidents involving personal injury or threatening incidents involving wildlife, discharge of firearms, or if 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 within 24 hours of notification. Forms will be provided by the City.

2.1.15. Provide the City by or before May 1st 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.

2.1.16. Will maintain or renew as necessary erected signs to neat and presentable standards, as determined by the City. 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 Operator and City prior to season opening.

2.1.17. Shall present to the City an end-of-season summary report on or before October 1st 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.

2.1.18. Shall contact the local power company to have power activated prior

to the City testing the water and turning on services and will have power left active until water systems are shut down in the fall. The Operator shall contact the City's facility maintenance department in advance of season shut down to notify them when they may arrive to turn off and winterize water services.

2.1.19. The Operator if interested in renewal of the MOA/contract for any additional terms must notify the City of its intentions to renew no later than October 1st of the last year of the existing contract.

2.2. The City will –

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

2.2.2. Perform an annual pre and post season water test at no cost.

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

2.2.4. When necessary and if resources are available, the City will assist in preventing unauthorized access to the campground and surrounding area.

2.2.5. Assist with items which fail due to age/end of service life will be the obligation of the City to repair or replace.

2.2.6. 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.

2.2.7. Provide access to potable water.

3. PERSONNEL: Each Party is responsible for all costs of its personnel including and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

4. GENERAL PROVISIONS:

4.1. LIABILITY/INSURANCE REQUIREMENTS:

4.1.1. The Operator assumes all risk of business and profits to the Operator which may result from, but not limited to, theft, vandalism, fire, avalanches, rising waters, winds, failing limbs or trees, wildlife, and all other acts of nature.

4.1.2. The Operator shall comply with all applicable federal, state, and local laws and regulations. The United States 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 law 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).

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

4.1.4. As an US Army agency, insurance is covered under Army Regulation 215-1, Military Morale, Welfare, and Recreation Programs and Non-appropriated Fund (NAF) Instrumentalities, and Army Regulation 27-20, Claims. Glacier Campground is considered a Ft. 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.

4.1.5. The insurance program includes:

4.1.5.1. Property, which covers NAF property.

4.1.5.2. Tort, which covers claims because of general liability without dollar limitation.

4.1.5.3. Worker's Compensation, which cover on-the-job injuries and illnesses.

4.2. FEES: In lieu of a fee, the Operator will provide improvements, repair, and/or equipment maintenance as negotiated between both Parties. When there are no longer any projects deemed necessary by both Parties, and expenses to be amortized, a fee to operate the campground may be negotiated comparable with other similar City facilities.

4.3. OTHER PROVISIONS: Failure to comply upon determination of non-compliance with this permit, the City will deliver to the Operator a "Notice of Non-compliance." Such notice shall be delivered as soon as possible after the failure is reported. If the failure is not corrected within the time limits specified in the first notice, the City may:

4.3.1. Correct the failure utilizing City employees, billing the Operator at cost for time and materials.

4.3.2. Issue a second notice of non-compliance with a penalty of up to \$250.00 to the City by the Operator.

4.3.3. Institute permits revocation proceedings.

5. REVIEW OF AGREEMENT/PERMIT: This MOA/permit will be reviewed on or around the anniversary of its effective date triennially in its entirety.

6. MODIFICATION OF AGREEMENT/PERMIT: This MOA/permit may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

7. DISPUTES: Any disputes relating to the MOA/permit will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

8. TERMINATION OF AGREEMENT/PERMIT: This MOA/permit may be terminated by either Party giving at least 180 days written notice to the other Party. The MOA/permit may also be terminated at any time upon the mutual written consent of the Parties.


9. EFFECTIVE/EXPIRATION DATE:

9.1. The term of this MOA/permit is for five (5) years and begins on January 1, 2018, and will expire December 31, 2023. The term of this permit follows the previous negotiated ten (10) year agreement dated 22 March 2008. Provided the Operator has, in the judgment of the City, provided satisfactory services, the Operator may apply for an additional five (5) year terms for operation of the campground. If/when improvements made by the Operator require time to amortize; additional years will be negotiated/added to the agreement.

9.2. At a minimum, each and every year during the term of this MOA/permit, the Operator shall operate the campground from at least one week before Memorial Day to one week after Labor Day. The campground must be managed in a way that is accessible to the public 24 hours a day during the operating season.

AGREED:

For the USAG FGA ---



Michael J. Foote
LTC, SF
Commanding
20 April 2018

(Date)

For the City of Valdez ---

Ruth E. Knight
City Mayor
Valdez, AK

(Date)