



## **DEPARTMENT OF THE ARMY**

### **MEMORANDUM OF AGREEMENT**

**between**

**CITY OF KILLEEN, TEXAS**

**and**

**UNITED STATES ARMY GARRISON FORT HOOD**

**AGREEMENT NUMBER XXXX**

**for the**

**FUNDING OF A DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT**

1. **SCOPE OF PROJECT:** This project is the renovation and rehabilitation of the Robert Gray Army Airfield (RGAAF) Army Radar Approach Control (ARAC) Facility. The ARAC was constructed in 1976 and has not had any significant upgrades to critical infrastructure systems since that time despite the increase in service volume and operational mission requirements. This facility houses equipment that enables qualified personnel to control all aircraft within a sixty (60) mile radius of RGAAF and directly controls the restricted airspace and military operating areas around Fort Hood that permit the training of its troops, including necessary live-fire training, unmanned aerial systems operations, and aviation training. Without this facility, Fort Hood would be unable to meet its power projection mission, its training mission, or its Army aviation mission. Equally, without the ARAC, the Killeen Fort Hood Regional Airport would not be able to function as the region's premier commercial service airport.

This project includes the replacement and upgrade of all electrical power and distribution systems; HVAC systems; emergency power systems; repair of floors, walls, ceilings, and roof; and internal structural improvements to enhance operator efficiency to meet mission requirements.

Nothing contained in this Memorandum of Agreement (MOA) is intended to limit responsibilities of the parties in reference to other Army regulations, Department of Defense (DOD) directives or instructions, or other applicable guidance.

2. **AUTHORITIES:** NOT INCLUDED.
3. **PURPOSE:** This MOA defines responsibilities and establishes support relationships between the United States Army Garrison Fort Hood (USAGFH) and the City of Killeen (City) for the renovation and rehabilitation of the ARAC, Building 90067, for the partial funding of a Defense Economic Adjustment Assistance Grant (DEAAG).
4. **RESPONSIBILITIES OF THE PARTIES:**
  - 4.1. **THE CITY WILL:**
    - 4.1.1. Serve as coordinator, designer and implementer of the construction for the ARAC facility.
    - 4.1.2. Coordinate with the USAGFH Director of Public Works to develop the 100% design drawings and specifications of the building renovation.

4.1.3. Provide all necessary actions to design the entire project and manage the construction of the project as identified in the plan and assume overall responsibility for the schedule and cost management of the project.

4.1.4. Monitor the general contractor's performance of the project.

4.1.5. Provide as-built drawings, closeout documents and warranty information on building systems of the project to the USAGFH Director of Public Works.

4.1.6. Provide 50% and 95% design for USAGFH Directorate of Public Works (DPW) review.

4.1.7. Invite USAGFH DPW to participate in all building renovation phase inspections.

#### 4.2. USAGFH WILL:

4.2.1. Provide a project site free of contamination and environmental hazards in accordance with the Fort Hood Installation master plan. Provide any funding actions required to free the site of these encumbrances. If unforeseen contamination, environmental hazards, or existing construction are found on site during construction, the host Installation will program and fund the correction of these deficiencies as part of this project or other separate projects.

4.2.2. Advise on support of environmental issues related to the project. This includes identifying all required construction and operating permits, site-specific spill plans, and unique local requirements. Required new operating permits will be registered showing the host installation as legal owner.

4.2.3. Provide in-house resources to accomplish the Environmental Impact Analysis Process, as needed. This includes processing the initial request for environmental assessment, reviewing and commenting on the draft environmental assessments (if done by contract), and assuring environmental decision documents are published, signed and completed.

4.2.4. Serve as the user of the Installation facilities identified in this plan.

4.2.5. Review and comment on designs and specifications during the design review process. Identify all available and underlying utilities, pipelines, and similar items under or in the vicinity of the project site pertinent to the design.

4.2.6. Assure completion and approval of all necessary, installation-specific, programming documents, and provide coordination with other service organizations, as necessary.

4.2.7. The Real Property Accounting Office should sign and enter the DD Form 1354 into the Real Property Inventory within 30 working days of completion (per Army Regulation (AR) 405-45, Audit Handbook, and AR 420-1).

4.2.8. Provide for the maintenance and repair of all installed real property components upon inspection and acceptance of the completed facility.

## 5. PERSONNEL:

Each party is responsible for all costs of its personnel including pay and benefits, support and travel. Each party is responsible for supervision and management of its personnel.

## 6. GENERAL PROVISIONS:

6.1. POINT OF CONTACT: The following point of contacts (POC) will be used by the parties to communicate in the implementation of this MOA. Each party may change its POC upon reasonable notice to the other Party.

### 6.1.1. CITY:

#### 6.1.1.1.

Mr. Matthew Van Valkenburgh, A.A.E.

254.501.8700

mvanvalkenburgh@killeentexas.gov

### 6.1.2. DPW:

#### 6.1.2.1.

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to:

### 6.2.1. CITY:

#### 6.2.1.1.

Mr. Glenn Morrison

City Manager, City of Killeen

101. N. College St.

Killeen, Texas 76540

### 6.2.2. DPW:

#### 6.2.2.1.

6.3. REVIEW OF AGREEMENT: This agreement will be reviewed annually on or around the anniversary of its effective date or until project is completed.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the parties, duly signed by their authorized representative.

6.5. **DISPUTES:** Any disputes relating to this MOA will, subject to any law, Executive Order, Directive, Instruction, be resolved by consultation between the parties in accordance with DOD Instruction 4000.19.

6.6. **TERMINATION OF AGREEMENT:** This agreement will be terminated upon completion of project. The MOA may also be terminated at any time upon the mutual written consent of the parties for the following reasons:

6.6.1. The DEAG is not awarded.

6.6.2. By written notice, upon mutual agreement of both parties.

6.7. **TRANSFERABILITY:** This agreement is not transferable except with the written consent of the parties.

6.8. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOA embodies the entire agreement between the parties regarding the MOA's subject matter. If either party fails to meet their project responsibilities, or cause changes in the project which impact the contractual relationship between the other Party and their contractors, the other party may cancel the project and request reimbursement of any and all contracted costs incurred in support of this project.

6.9. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last party signs.

6.10. **EXPIRATION DATE:** This agreement expires upon completion of project.

## 7. FINANCIAL DETAILS:

This MOA will serve as the agreement between both parties and promise to reimburse the City of Killeen for design cost and construction cost for the appropriated fund (APF) portion of the project.

### 7.1. AVAILABILITY OF FUNDS:

7.1.1. **USAGFH:** Using Miscellaneous Obligation Documents (MOD), obligate funding for the installation's share of the project, USAGFH will obligate up to \$1,000,000 contributing funds for the project. All work related to the construction phases of the projects will not proceed without expressed written Notice to Proceed by the CITY, coordinated through USAGFH DPW for the complete project as identified in the bid documents.

7.2. **BILLING:** The CITY will invoice USAGFH for the installation's share of the project during the various design and construction phases for the ARAC renovation. Invoice will be based on the actual fees for the project. Any additional work beyond the project estimate will be reflected in an amended funding document to cover this additional cost.

7.3. **PAYMENTS OF BILLS:** The City will invoice USAG Fort Hood monthly based on the percentage of work completed during that period. USAG Fort Hood shall pay invoice charges no later than thirty (30) days after the invoice for that period is provided to USAG Fort Hood. USAG Fort Hood may designate either a local representative or a corporate office to receive the official copy of the invoice.

7.4. FINANCIAL SPECIFICS: Appendix 1 is an example of the project invoice; Appendix 2 is an estimate for project design and construction.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS: If the MOA is being entered into under 31U.S.C.1535, as amended (the Economy Act), APF parties agree that the requirements listed in paragraph (a) of the Economic Act have been met. The Supplier has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions. Any requested Economic Act Determination & Finding has been completed.

AGREED

**FOR CITY OF KILLEEN:**

**FOR USAG FORT HOOD:**

\_\_\_\_\_  
**Glenn Morrison**  
City Manager

\_\_\_\_\_  
**TODD M. FOX**  
Colonel, US ARMY  
Garrison Commander

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

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



**City of Killeen**  
**Killeen-Fort Hood Regional Airport**  
**8101 Clear Creek Road, Box C**  
**Killeen, TX 76549**  
**254-501-8700**

# Invoice

Date	Invoice #
2/1/2016	Sample Inv

**Bill To**  
**United States Army Garrison Fort Hood**  
**Street Address**  
**Fort Hood, TX 76544**

Description	Terms		Due Date
	Qty	Rate	Amount
Sample Invoice			
<b>Net due in 30 days.</b>		<b>3/1/2016</b>	
<b>Make payments payable to "City of Killeen".</b>		<b>Total</b>	
		<b>Balance Due</b>	

## Fort Hood Airport Radar Approach Control Facility Estimated Costs

Phase	Element	Estimated Cost
Design / CM		\$ 450,000
Temporary Facilities		
	Building	\$ 250,000
	Remove / Reinstallation of Equipment	\$ 500,000
Upgrade Power		\$ 250,000
Facility Rehabilitation		
	Electrical	\$ 125,000
	Plumbing	\$ 250,000
	HVAC	\$ 125,000
	Appliances / Millwork	\$ 100,000
	Windows / ATRP	\$ 100,000
	Demolition	\$ 450,000
	Doors / Walls / Finishes	\$ 600,000
	Utilities	\$ 50,000
	Insurance / Bonding	\$ 50,000
	General Conditions	\$ 50,000
	Electronics / Telecommunicat ions	\$ 1,250,000
Contingency		\$ 400,000
Total Estimated Cost		\$ 5,000,000