

of establishing local policy, assigning areas of responsibility, and management of the facility in accordance with the terms of this agreement. Said council shall be chaired by a representative of the USAR and meet not less frequently than once a quarter and maintain and distribute minutes of such meetings.

Any disagreements or issues that cannot be resolved by the Post Council shall be elevated to the first USAR General Officer who shall consult with the USAR OCAR Engineer Office, NGB-ARI, and any other involved Component's higher Headquarters Engineer Office. The General Officer's resolution shall be in writing citing the decision justification with distribution to all involved parties.

ARTICLE IV – Use of Facility:

The USAR, through its representatives, subject to the provisions contained herein, shall control, manage, maintain and operate the facilities. The Host shall have first choice of monthly drill weekends and the tenant(s) can then select any other weekend for their IDT assembly as approved through the AFRC Post Council. The primary purpose of the said facilities shall be the training and

administration of the Military units stationed at this AFRC. Use of the Joint-Use Area, as identified in Article II, shall be controlled, allocated, and assigned by the AFRC Post Council on an equitable basis and in such a manner as to resolve any conflicts which might arise. *The USAR Host may permit civic and other non-military use of all or any of the common use areas and facilities when not previously scheduled for military use as all military use has priority above all non-military use. This non-military use must be approved in advance by all representatives of the Post Council but this approval cannot be unduly withheld. The net cost of any such use or rental will be deducted from all facility operational cost total before applying the formula set forth in Article V below for the apportionment of shared costs. These facility operational costs will be paid by either the lessee or by the USAR Host.*

ARTICLE V – Financial Responsibility:

a. Host Costs--The USAR Host will budget and pay, without reimbursement, for all real property sustainment and restoration but does not include base operations, utilities, municipal services, or construction. Sustainment,

restoration, real property, repair, maintenance, construction and municipal services are defined in Exhibit C.

b. Direct Costs--The Host and Support Installation supporting the tenant(s) will budget and pay for direct charge items of expense. Such direct expenses include but are not limited to the following:

(1) Telecommunications costs where separate service is installed.

(2) Operational supplies other than real property supplies which include but are not limited to office supplies, training materials, and minor property and equipment for exclusive use by a Component.

(3) Installation, operation, maintenance, and repair costs of each Component's exclusive owned equipment.

c. Shared Costs -- The Support Installation supporting any tenant(s) will budget and reimburse for shared items of expense paid by the Host based on a pro-rata net exclusive square foot basis as provided by the support formulas in Exhibit D and as described below:

(1) Shared items for reimbursement will include the following but not limited to electricity, heating fuel, natural gas, custodial/janitorial services, pest control, sewage, water, grass and grounds maintenance, erosion control, trash disposal, maintenance of parking areas, fire protection, snow and ice removal,

environmental cost related to the real property, security monitoring, administrative cost, and any other utility or municipal service cost. Shared base operation items are defined in more detail under definitions found in Exhibit C.

(2) A detailed estimate of all real property facilities operations and other shared operational costs to be reimbursed is provided in Exhibit E.

These costs shall be reconciled quarterly and a new annual estimate provided no later than [define a time] prior to the next Federal fiscal year.

(3) No reimbursement will be required by the tenant(s) for any cost, expense, or repair attributed solely to or arising from non-military use of AFRC approved by the Post Council.

(4) The reimbursement procedure will be as follows: this must be worked out with the Supporting Installation Comptrollers for the tenant(s) other than the [] ARNG. This should be detailed on the DD Form 1144 Support Agreement.

ARTICLE VI – Construction, Modifications and Alterations:

The USAR as Host shall maintain and preserve the facility in a state of good repair. All authorized construction, alterations and modification work in

the Host and/or Tenant(s) exclusive use area will be at the expense of the requestor.

The costs of authorized construction, alterations and modifications performed in the common use areas requested by and for the sole benefit of the Host or Tenant(s) will be the responsibility of and at the expense of the requesting party unless and equitable agreement is made in advance. Construction, alterations or modifications, as set forth under this Article, will not be commenced or undertaken prior to submission of all details and or drawings and specifications for such work to USAR RSC Attn: [] and approval for such work or changes and the contracting method has been granted by the USAR in writing.

Construction, alterations and modification projects benefiting the facility as a whole and accomplished in the common-use areas, or necessary for the benefit of the entire facility, will be accomplished and paid for by the USAR and the [] ARNG and/or USMCR and /or other Component] in accordance with the reimbursement formulas established in Exhibit D. Reimbursement will not be required by the tenant(s) for the cost of modifications, alterations, or repairs attributable to non-military use of the facility and any such proposed work must not interfere with the military use of this facility. All work contemplated under this Article will be subject to availability of funds.

ARTICLE VII – Damages:

It is mutually agreed that property damage caused willfully or by gross negligence of either party, including military and civilian personnel under its control and jurisdiction, shall be promptly repaired and paid for or reimbursed by the responsible party. In the event the responsibility cannot be fixed upon a specific party, the cost of the necessary repairs will be prorated in accordance with the reimbursement formula established in Exhibit D for common use areas and by the respective service or activity if in an exclusive use area.

ARTICLE VIII – Records:

The USAR HOST agrees to maintain records, documents, and other evidence pertaining to the costs and expenses incurred in the execution of the provisions of this agreement to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatsoever nature for which reimbursement is claimed from the [] ARNG, and/or USMCR, and/or other Component] under the provisions of this agreement. These records must be maintained for a minimum of six years.

ARTICLE IX - Notices and Representatives:

All communications regarding this Agreement shall be addressed to the AFRC Representatives as noted below:

(1) Host USAR Name, Title, address, City, State, Postal Code, Office Phone, Cell Phone, Fax Number and e-mail address.

(2) [] ARNG tenant Name, Title, address, City, State, Postal Code, Office Phone, Cell Phone, Fax Number and e-mail address.

(3) Tenant (2) Name, Title, address, City, State, Postal Code, Office Phone, Cell Phone, Fax Number and e-mail address.

(4) [Other applicable Tenant's information.]

These representatives are typically the senior full-time person for each military service. These personnel have delegated local decision authority and have knowledge of who to contact within their organization regarding all decisional areas where they do not have decision making authority.

ARTICLE X – Changes:

Policy matters not covered by this agreement shall be considered as they arise by the USAR RSC and the Support Installation for the [] ARNG, and/or USMCR, and any other applicable Component. Any changes or additions to this agreement shall be accomplished by amendment approved by all parties hereto. Any party may, upon thirty (30) days written notice to the other parties, request a re-negotiation of any of the terms and conditions of this agreement. Modifications to the Exhibits may be accomplished by the Post Council as updates are required.

ARTICLE XI – Term:

The term of this agreement, unless sooner terminated by agreement of the parties, shall be one (1) year from the date last below written, but may be extended for a like term by mutual agreement in writing of the parties hereto and in the same manner may be extended from year to year for a period of twenty-five (25) years, and further extensions may be negotiated if the conditions of the facility warrant its continued use.

IN WITNESS WHEREOF, the parties have hereinto executed this agreement this _____ day of _____, 20_____.

_____	_____
USAR HOST (First Gen. Off.)	Tenant <input type="checkbox"/> ARNG (First Gen. Off.)
_____	_____
Tenant USMCR (First Gen. Off.)	Any Other Component (First Gen. Off.)

Exhibit A

COLOR CODED FLOOR PLAN

EXCLUSIVE ARNG ROOMS -----GREEN
EXCLUSIVE USAR ROOMS -----YELLOW
EXCLUSIVE USMCR ROOMS-----ORGANGE
EXCLUSIVE NAVY ROOMS-----GREY
EXCLUSIVE ACTIVE ARMY ROOMS-----RED
ESCLUSIVE AIR NATIONAL GUARD ROOMS---BLUE
JOINT USE ROOMS-----PURPLE