MEMORANDUM OF AGREEMENT (NASP-UWF-060417-177)

BETWEEN

COMMANDING OFFICER, NAVAL AIR STATION, 190 RADFORD BOULEVARD,
PENSACOLA, FLORIDA 32508-5217

AND

BOARD OF TRUSTEES, UNIVERSITY OF WEST FLORIDA,
11000 UNIVERSITY PARKWAY, PENSACOLA, FLORIDA 32514

GENERAL PROVISIONS

A. Parties to this Memorandum of Agreement are Commanding Officer, Naval Air Station Pensacola, Florida, hereinafter referred to as SUPPLIER or SUPPLYING component, and Board of Trustees for and on behalf of The University of West Florida, Pensacola, Florida, hereinafter referred to as RECEIVER or RECEIVING component.

B. RECEIVING component will provide SUPPLYING component projections of requested support. (Significant changes in RECEIVING component's support requirements should be submitted to SUPPLYING component in a manner that will permit timely modification of resource requirements.)

C. It is the responsibility of SUPPLYING component to bring any required or requested change in support to the attention of RECEIVER prior to changing or canceling the level of support described in this Agreement.

D. This Agreement is conterminous with the license being issued by SUPPLIER, for occupancy of Building 634 within the NAS Pensacola complex, or with such license that may supersede it. Should RECEIVER desire occupancy and use of assigned spaces, beyond the termination date of the license, RECEIVER will make application for renewal of license to SUPPLIER (through the Public Works Department), not later than 120 days prior to the license's termination date. The application from RECEIVER will include requests for modifications or alterations of this Agreement, if so desired. SUPPLIER may, upon receipt of RECEIVER'S application for renewal of the license and extension of the Agreement, propose modifications and alterations of the Agreement within 2 weeks of receipt of the application. Changes in school policy that are inconsistent with the provisions of this Agreement may be cause for review and/or renegotiation.

E. This Agreement supplements the license and clarifies the services provided to RECEIVER by SUPPLIER and outlines general areas, such as RECEIVER compliance with SUPPLIER'S regulations and directives. This Agreement does not alter or amend RECEIVER'S status in occupation and use of spaces, which is a license at the will of SUPPLIER, and does not alter or amend the terms contained herein. The period of this Agreement is for 6 years. This Agreement may be amended only by mutual consent of both parties unless SUPPLIER is required to change the Agreement by statutes, executive orders, directives, regulations, or other government requirements. Each Party shall conduct periodic reviews of this Agreement to evaluate its effectiveness and determine if any modifications are needed. When practical, memorandum of agreement modifications and terminations should be made bilaterally and with sufficient advance notification to permit appropriate resource adjustments to be made during the budget formulation process. Such notice of intention to terminate shall be given, in writing, to the other party no less than 30 days prior to termination date. In addition, RECEIVER shall not enroll new students into on-base classes (after notification of termination is executed by either Party). Termination by either Party shall not provide the basis for any claim by RECEIVER against the U.S. Government. Changes in RECEIVER'S mission that are inconsistent with fulfillment of the provisions of this Agreement may be cause for the review and modification/or renegotiation of this Agreement. This Agreement may also be cancelled at any time by mutual consent of the Parties concerned.
F. In support of the U.S. Navy's emphasis on education development, it is the desire of RECEIVER to render its services to the volunteer education program supported by SUPPLIER and to afford educational opportunities to qualified personnel.

G. The need for the benefits accruing from the establishment of this educational program supported by SUPPLIER is in consonance with the Navy College Program throughout the U.S. Navy.

H. List of Attachment(s): Attachment 1 (Specific Provisions, Pages 6-16)
   Attachment 2 (List of Other Sources, Pages 18-19)
   Attachment 3 (Voluntary Educational Services Agreement, Pages 20-28)
   Attachment 4 (Building Floor Plan, Page 29)

I. SUPPLIER'S Mission: To fully support the operational and training missions of tenants assigned; enhancing the readiness of the U.S. Navy, its sister services, and other customers.

   RECEIVER'S Mission: To empower each individual we serve with knowledge and opportunity to contribute responsibly and creatively to a complex world.

   RECEIVER'S Manning Strength: As of 10 April 2006, RECEIVER will consist of: Civilians: 3

   Square Footage of Facility made available to the RECEIVER: Building 634, (Conference/Multipurpose Room), 381 square feet (for administrative offices).

J. SUPPLIER will provide common base support functions, as shown in Attachment 1 (Specific Provisions), on a non-reimbursable basis, except as noted herein by category. RECEIVER will provide educational services to appropriate personnel within the Pensacola Naval Complex on a tuition basis as set forth in Attachment 3. This Agreement is not to be construed in any way as an obligation of Navy funds.

K. This Agreement describes some support services not available from SUPPLIER. In such instances, it is the responsibility of RECEIVER to negotiate and procure such services from other activities and provide funding to those other suppliers, if necessary, as shown in Attachment 2.

L. Logistical support provided by SUPPLIER shall apply to the conduct of services contained in Attachment 1 of this Agreement to the extent that it does not interfere with the activity's mission and is consistent with pertinent government regulations. The Department of the Navy shall incur no liability by reason of any change in logistic support arrangement, regulations, or manuals. Should any government regulations be changed during the period of this Agreement, such change will be effective immediately and shall become part of this Agreement without the concurrence of RECEIVER. Failure to provide any of the support set forth due to a change in any cited government regulation shall impose no liability of the U.S. Government. In the event a reduction in logistical support has sufficient adverse impact of RECEIVER'S programs, RECEIVER may petition SUPPLIER for an offset tuition increase.

M. It is understood that RECEIVER is a public body corporate of the State of Florida and will exercise good faith in meeting the time deadlines of this Agreement. SUPPLIER acknowledges the impact state legislative actions have on RECEIVER.

N. Upon enrollment in a program, each student will be required to sign a consent form allowing RECEIVER to furnish the government with the information it requires regarding individuals enrolled in the program, including, but not limited to, attendance, disciplinary matters, and academic progress.
O. Guidance:  Department of Defense Instructions (DODI) 1000.15 and 4000.19
Department of Defense Directive (DODD) 1322.8
OPNAVINST 1560.9
through Change 66, 29 Jan 02)
NASPCLAINST 1560.3C
31 U.S.C. 1535 (Economy Act)

P. RECEIVER will provide a list of designated representatives with after-hours telephone numbers to SUPPLIER’S
Command Duty Officer, Quarterdeck, at Building 624, to be used in case of an emergency.

Q. RECEIVER is not allowed to invite private organizations or to allow club activities within the NAS Pensacola
complex (complex includes NAS Pensacola Corry Station and NAS Pensacola Saufley Field) without SUPPLIER’S
permission per DODI 1000.15 and NASPCLAINST 5760.1C.

R. Should RECEIVER bring a contractor, supplier and/or vendor (collectively, a "contractor") within the NAS
Pensacola complex, RECEIVER must notify SUPPLIER in advance, in writing, to include name of contractor,
number of contractor employees requiring access to the Base, sponsor’s point of contact with telephone number,
duration of contract, and location of spaces to be occupied (include square footage) by contractor. RECEIVER will
notify its contractor of the requirement to obtain a post office box from local United States Postal Service or
use an off-base mailing address, unless their contract states otherwise. Local official mailing addresses are
not authorized for use by private organizations, clubs, or contractors. RECEIVER is required to ensure its
contracts include a statement requiring its contractors to comply with 40 Code of Federal Regulations (CFR) 264.16,
environmental regulations, specifically management (e.g., training, certification, disposal, etc.) of hazardous waste.
RECEIVER is responsible for ensuring its contractors comply with 40 CFR 264.16. For additional explanation,
RECEIVER should contact SUPPLIER’S Environmental Office, telephone 452-4611, extension 101.

S. Fund-raising, by or on behalf of private charitable organizations on DOD installations is regulated by DOD
Directive 5500.7-R (Joint Ethics Regulation) and NASPCLAINST 5340.6D. Fund-raising within the NAS
Pensacola complex may take place only if specifically approved by the Commanding Officer, NAS Pensacola.

T. SUPPLIER will provide, within capabilities, Class I and II property, in support of RECEIVER’S mission
requirements. RECEIVER will comply with NASPCLAINST 11012.2E and notify SUPPLIER (through the
Public Works Department (P WD) Pensacola), of any changes or additions to mission requirements, including
justification. Real property accounting will be per existing procedures under the cognizance of SUPPLIER.
Facilities used by RECEIVER and subsequent improvement thereto will be carried on SUPPLIER’S real property
inventory. RECEIVER will exercise control over the day-to-day routine use of assigned spaces in accordance with
NASPCLAINST 11012.2E for the purpose of accomplishing RECEIVER’S mission.

U. SUPPLIER will continue to exercise administrative control over all station facilities, including those facilities
assigned to RECEIVER as well as jointly used land and/or facilities. Prior to initiation of any structural changes in a
building and/or demolition of a structure, RECEIVER will obtain written authorization from SUPPLIER.
Permanent structural changes, additions, alterations, or installations accomplished and financed by RECEIVER
during occupancy will remain in place and left in a condition comparable with the rest of the building or structure.
RECEIVER may remove temporary structural changes, additions, alterations, or installations after receiving
approval from SUPPLIER, provided such removal restores the building or structure to its original condition. Upon
vacating assigned facilities, custody and control of structures (including improvements that have been made with
tenant funds) shall revert to SUPPLIER without reimbursement.
V. RECEIVER will maintain all assigned spaces in a high condition of cleanliness and readiness, and keep SUPPLIER (through the Public Works Department Pensacola) advised and informed, in a timely manner, of any discrepancies within authorized area of responsibility. RECEIVER will notify SUPPLIER of any intention to vacate assigned spaces at least 180 days prior to the proposed effective date. RECEIVER is not authorized to sublet assigned spaces (occupied or vacated), to any entity per NASP NCLA INST 11012.2E. Spaces no longer required will be returned to SUPPLIER (through the Public Works Department Pensacola). RECEIVER will, upon vacating assigned spaces, return all keys to assigned facilities/spaces to SUPPLIER (through the Public Works Department Pensacola), dispose of excess Class III or IV (plant/minor) property, and ensure spaces are left free of debris. Spaces assigned to RECEIVER are subject to inspection by SUPPLIER. RECEIVER’S liability for damage or loss to any space or facilities assigned to it shall not terminate until/unless SUPPLIER has, in writing, released RECEIVER from such liability upon a final inspection of such assigned space.

W. In the event SUPPLIER finds it necessary to relocate RECEIVER from assigned facilities, SUPPLIER is responsible for all costs in providing alternate spaces and facilities of comparable serviceability per Department of the Navy Financial Management Policy Manual, paragraph 075121.1. Should SUPPLIER’S request for relocation be necessitated by accommodation of a function for a different tenant, the tenant activity necessitating space realignment is responsible for all costs of renovating new spaces and relocation.

POINT(s) OF CONTACT:
Mrs. Terry Graham, Support Agreement Manager, NAS Pensacola
Commercial telephone (850) 452-3100, extension 1412
E-mail address: terry.graham1@navy.mil

Ms. Amy Debruhl, Military Programs Coordinator, University of West Florida
Commercial telephone (850) 453-4006 (on base) / (850) 474-3386 (UWF campus)
E-mail address: adebruhl@uwf.edu
INDEMNITY CLAUSE

To the extent permitted by Florida law, RECEIVER expressly agrees to indemnify, hold harmless, and defend at its own cost, the Government of the United States, its officers and employees acting within the scope of their employment, its agencies, and instrumentalities against any and all suits, claims, actions, costs, or demands (including, without limitations, suits, actions, claims, costs, or demands for death, personal injury, and property damage) to which the U.S. Government, its officers and employees, its agencies, and instrumentalities might be subjected and/or held liable for, arising or resulting from or attributable to the acts or omissions of RECEIVER, its guests and invitees, contractors, agents, officers and/or employees while upon or within the NAS Pensacola complex, or while undertaking action required by or related to this Agreement.

IN WITNESS HEREOF, the Parties, by their duly authorized representatives, have affixed their signatures hereto in recognition of their acceptance of the terms and conditions, responsibilities, and obligations set forth herein:

NAVAL AIR STATION PENSACOLA:

By: [Signature]
PETER S. FRANO, CAPTAIN, USN
Commanding Officer

Date: 12 APR '06

By: [Signature]
VICKI LYTER
Comptroller

Date: 4/13/06

By: [Signature]
SHERRY L. BRELAND, LT, JAGC, USN
Staff Judge Advocate

Date: 13 APR 06

BOARD OF TRUSTEES, UNIVERSITY OF WEST FLORIDA, PENSACOLA, FL:

By: [Signature]
John Cavanaugh, Ph.D.
President

Date: 4/24/06

APPROVED AS TO FORM AND LEGALITY:

UWF ATTORNEY
**SPECIFIC PROVISIONS**

**ADMINISTRATIVE SERVICES.** Includes NAS Pensacola Instructions/Directives/Forms.

<table>
<thead>
<tr>
<th>CATEGORY OF SUPPORT:</th>
<th>SUPPLIER WILL:</th>
<th>RECEIVER WILL:</th>
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<tbody>
<tr>
<td>NAS Pensacola Instructions/</td>
<td>Distribute instructions and directives involving security, good order, and</td>
<td>Ensure all personnel are aware of regulatory directives issued by SUPPLIER.</td>
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<tr>
<td>Directives</td>
<td>behavior of civilian and military personnel.</td>
<td>Obtain SUPPLIER’S instructions and directives from SUPPLIER’S Administrative</td>
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<td>Department, Building 624, telephone 452-3100, extension 1222.</td>
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<tr>
<td>NAS Pensacola Forms</td>
<td>Provide NASP forms as requested by RECEIVER, within capabilities.</td>
<td>Submit requests for NASP forms to SUPPLIER’S Administrative Department,</td>
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<td>Building 624, telephone 452-3100, extension 1221.</td>
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**AIR OPERATIONS.** Includes airfield logistics, air traffic control, aviation fuel, ground electronics, and transient line/airfield facilities. Also includes helicopter operations, crash and rescue, passenger terminal operations, and Search and Rescue.

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<th>SUPPLIER WILL:</th>
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<tbody>
<tr>
<td>Ground Electronics Support</td>
<td>Provide technical assistance for acquisition of electronic/communications</td>
<td>Notify SUPPLIER’S Operations Department, Ground Electronics Maintenance</td>
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<td>components.</td>
<td>Division, telephone 452-2849, of its operational requirements.</td>
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<td>On a case-by-case basis provide equipment to support special events.</td>
<td>Be responsible for all costs associated with acquisition and repair of</td>
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<td>Specifically:</td>
<td>RECEIVER’S purchased equipment.</td>
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<td>- Public Address/Sound Systems in response to RECEIVER’S approved Notice</td>
<td>Comply with SECNAVINST 5000.2B and NASPNCALINSTS 2400.2A and 10550.1L.</td>
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<td>- Hand-held radios on a temporary basis.</td>
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<tr>
<td>Assignment of Radio Frequencies</td>
<td>Provide, when possible and within capabilities, as requested by RECEIVER</td>
<td>Submit written requests for radio frequencies, 90 days in advance, to</td>
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<td>to the NAS Pensacola Frequency Manager at Ground Electronics, radio</td>
<td>SUPPLIER’S Ground Electronics Maintenance Division, telephone 452-2849 or</td>
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<td>frequencies within UHF, VHF, and HF ranges.</td>
<td>via website (<a href="http://www.naspensacola.navy.mil/groundelectronics">www.naspensacola.navy.mil/groundelectronics</a>).</td>
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<td>Comply with NASPNCALINSTS 2400.2A and 10550.1L.</td>
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<tr>
<td>Electronic Systems</td>
<td>Provide written approval, from the NAS Pensacola Frequency Manager at Ground</td>
<td>Request written approval from SUPPLIER’S Ground Electronics Maintenance</td>
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<td>Electronics, notifying RECEIVER prior to the installation of any RF emitting</td>
<td>Division, prior to effecting installation of any RF emitting electronic or</td>
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<td>electronic or communications systems to safeguard against possible</td>
<td>communications systems to safeguard against possible interference with</td>
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<td>interference with existing operations or facilities.</td>
<td>existing operations or facilities.</td>
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<td>Comply with NASPNCALINSTS 2400.2A and 10550.1L.</td>
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CABLE TELEVISION SERVICES. Includes cable television service. Also includes use of station television studio.

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<tr>
<td>Cable Television Services</td>
<td>Submit request(s) for cable television services to Cable Franchise Administrator. Ensure Cable Franchisee (MEDIACOM) provides “signal” to the building at no cost to RECEIVER, within available resources. Coordinate all requests from the RECEIVER for additional wiring and outlets.</td>
<td>Submit request(s) for cable television services to Cable Franchise Administrator, NRGCC Communication Services Department, N6, Building 603, telephone 452-7927. Be responsible for funding monthly billing(s) to Cable Franchisee (MEDIACOM Southeast LLC), Building 140, telephone 456-8856. Provide funds for all requests regarding installation of additional outlets and wiring from Cable Franchisee. Comply with NASPNCLAINST 11390.1A.</td>
</tr>
<tr>
<td>Closed-Circuit Television Bulletin Board/Studio</td>
<td>Have Public Affairs Office coordinate use of WNAS-TV studio and the closed-circuit bulletin board per NASPNCLAINST 11390.1A. Provide technical advice on studio use.</td>
<td>Submit all requests for use of WNAS-TV studio and closed circuit bulletin board to SUPPLIER’S Public Affairs Office, telephone 452-1300 ext. 1200, or call direct to 452-4343. Comply with NASPNCLAINST 11390.1A.</td>
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CLUBS. Includes recreational clubs.

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<tr>
<td>Mustin Beach Officers’ Club</td>
<td>Provide use of Mustin Beach Officers’ Club dining facilities to RECEIVER’S non-DOD staff and authorized guests, Monday through Friday, telephone 452-2276.</td>
<td>Use facilities provided and comply with NASPNCLAINST 1700.5G.</td>
</tr>
<tr>
<td>Lighthouse Point Restaurant</td>
<td>Provide use of Lighthouse Point Restaurant, telephone 452-3251, to RECEIVER’S non-DOD staff and authorized guests, Monday through Friday only.</td>
<td>Use facilities provided and comply with NASPNCLAINST 1700.5G.</td>
</tr>
<tr>
<td>All Hands Food Court in Portside Entertainment Complex</td>
<td>Provide use of All Hands Food Court, telephone 452-3364, to RECEIVING’ non-DOD staff personnel, including guests.</td>
<td>Use facilities provided and comply with NASPNCLAINST 1700.5G.</td>
</tr>
<tr>
<td>The Oaks Restaurant in A.C. Read Clubhouse</td>
<td>Provide use of the Oaks Restaurant to RECEIVER’S non-DOD staff and authorized guests for breakfast and lunch service, Monday through Friday, telephone 452-3806.</td>
<td>Use dining facilities provided and comply with NASPNCLAINST 1700.5G.</td>
</tr>
<tr>
<td>Cubi Bar Café Located in National Museum of Naval Aviation</td>
<td>Provide use of Cubi Bar Café, telephone 452-2643, from 1030-1530 daily. Open to all military personnel, DOD civilian employees, and guests.</td>
<td>Use facilities provided and comply with NASPNCLAINST 1700.5G.</td>
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</table>
**SPECIFIC PROVISIONS (Continued)**

**COMMAND SUPPORT.** Includes oversight and management provided by the installation commander’s staff.

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<th>CATEGORY OF SUPPORT:</th>
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<tbody>
<tr>
<td>Management Assistance</td>
<td>Prepare and maintain memorandum of agreement per DOD 4000.19 and DON Financial Management Policy Manual, NAVSO P-1000 (Rev. through Change 66, 29 Jan 02). Coordinate all meetings regarding base support functions and input for Economic Impact Report. Coordinate/Approve all requests concerning private organizations within the NAS Pensacola complex per NASPCLAIMINST 5760.1C.</td>
<td>Request, in writing, support services from SUPPLIER’S management Assistance Office, telephone 452-3100, extension 1412. Submit all requests concerning private organizations to SUPPLIER’S Management Assistance Office. Comply with DODI 4000.19, DON Financial Management Policy Manual, NAVSO P-1000 (Rev. through Change 66, 29 Jan 02), and NASPCLAIMINST 5760.1C.</td>
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**COMMON USE FACILITY CONSTRUCTION, OPERATIONS, MAINTENANCE, AND REPAIR.** Includes construction, alteration, operation, maintenance, and repair of common use infrastructure (e.g., roads, grounds, surfaced areas, structures, real property, and installed equipment). Also includes common benefit signs, energy consumption, street cleaning, and installation beautification projects.

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<tr>
<td>Common Use Facility Construction, Operations, Maintenance, and Repair</td>
<td>Coordinate (through PWD Pensacola) common use facility construction, operations, maintenance, and repair of infrastructure, roads, grounds, surface areas, structures, real property, and installed equipment.</td>
<td>Report discrepancies noted to SUPPLIER (through PWD Pensacola), telephone 452-4515.</td>
</tr>
<tr>
<td>Base Benefit Signs</td>
<td>Coordinate/Approve (through PWD Pensacola) all requests for common benefit signs.</td>
<td>Notify SUPPLIER (through PWD Pensacola), of any requirements for common benefit signs per NASPCLAIMINST 5560.11D.</td>
</tr>
<tr>
<td>Common Use Energy Consumption</td>
<td>Monitor (through PWD Pensacola) energy consumption per NASPCLAIMINST 4100.2F in common use areas.</td>
<td>Comply with NASPCLAIMINST 4100.2F regarding energy consumption.</td>
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**CUSTODIAL SERVICES.** Includes janitorial and cleaning services for customer-occupied and customer-used facilities and areas.

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<tr>
<td>Janitorial and Cleaning Service</td>
<td>Provide funding to Resident Officer-in-Charge of Construction (ROICC) Pensacola for janitorial and cleaning service contract. <strong>Level of support provided could be reduced due to availability of resources.</strong></td>
<td>Maintain all spaces assigned for sole use of RECEIVER in a high condition of cleanliness and readiness. Ensure RECEIVER’S designated Building Manager (BM) identifies assigned spaces that need janitorial and cleaning services, including the level of support required, to SUPPLIER (through PWD Pensacola), telephone 452-4515.</td>
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**SPECIFIC PROVISIONS (Continued)**

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<tr>
<td>Emergency Management Planning and Administration</td>
<td>Serve as central authority for conducting emergency planning and response. Provide proper identification badges/devices to RECEIVER'S personnel designated by RECEIVER for pre/post emergency response. Periodically review, update NASPNCALINST 3440.4A; conduct training per NASPNCALINST 3440.4A as requested/required. Establish and operate an Emergency Operations Center (EOC) during emergency events. Maintain liaison and coordinate with local Civil Authorities regarding use of civilian assets and shelters.</td>
<td>Coordinate with SUPPLIER its emergency plan and response efforts. Develop in-house emergency response and evacuation plans; subject to review of SUPPLIER. Maintain current recall roster of its personnel. Provide SUPPLIER with list of personnel designated to enter RECEIVER'S assigned facilities immediately after an emergency event; update list as necessary. Comply with NASPNCALINST 3440.4A.</td>
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</table>

**EMERGENCY MANAGEMENT.** Includes operation of emergency management programs and related services, equipment, and facility support for emergencies.

**ENTOMOLOGY SERVICES.** Includes abatement and control measures directed against insects, rodents, weeds, fungi, and other animals or plants that are determined to be undesirable in buildings, equipment, supplies, and on grounds.

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<tr>
<td>Entomology and Pest Control Services</td>
<td>Arrange pest and entomology services, within available resources. Level of support provided could be reduced due to availability of resources.</td>
<td>Request services, as required, from SUPPLIER (through PWD Pensacola), telephone 452-4515.</td>
</tr>
</tbody>
</table>

**ENVIRONMENTAL COMPLIANCE.** Includes recycling and resource recovery programs, pollution prevention, environmental compliance, and programs aimed at management and control of hazardous materials -- does not include clean-up and disposal of hazardous materials. (See Other Sources, Attachment 2, for support provided by Environmental contract.)

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<tr>
<td>Environmental Compliance Evaluation (ECE) and Planning</td>
<td>Provide policy guidance per NASPNCALINST 5090.4B. Conduct annual inspection to ensure compliance with OPNAVINST 5090.1B.</td>
<td>Plan for and maintain RECEIVER'S operations per policy letters/plans contained in NASPNCALINST 5090.4B. Notify and coordinate all mission-changing requirements, which have the potential to affect the surrounding environment with SUPPLIER'S Environmental Office.</td>
</tr>
</tbody>
</table>
SPECIFIC PROVISIONS (Continued)

| Compliance Actions By Regulatory Agencies | Exercise control of matters pertaining to environmental compliance with all regulatory agencies by acting as liaison between agencies. | Notify SUPPLIER'S Environmental Office of all regulatory agency communications related to operations located on SUPPLIER’S property. Be responsible for payment of fines/fees/penalties (from violations and permit requirements) when required/pertaining to RECEIVER operations. |

FACILITY CONSTRUCTION AND MAJOR REPAIR. Includes minor construction, alterations, additions, and major repairs required to modernize, replace, expand or restore real property. Also, includes related planning and design.

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<tr>
<td>Engineering Service</td>
<td>Be responsible for overall Base Master Planning and Land Utilization. Coordinate with RECEIVER on proposed plans, programs, and projects that affect RECEIVER'S facilities or space utilization.</td>
<td>Submit all proposals for Base Master Planning and Land Utilization to SUPPLIER (through PWD Pensacola), telephone 452-4515. Comply with all applicable codes, law, policy, NEPA, etc. Obtain written approval from SUPPLIER'S Facilities Department before proceeding with construction or repair projects. A licensed and registered engineer or architect shall design all construction projects.</td>
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<tr>
<td>Engineering Support</td>
<td>Be responsible for preparation of all planning documents, including, but not limited to, Base Facility Requirements (BFR's), Facility Planning Documents (FPD's), preliminary Environmental Assessments, Archeological and Historical Compliance, DD Form 1391, special projects, and space utilization plans within capabilities.</td>
<td>Coordinate all proposed facility requirements with SUPPLIER (through PWD Pensacola's, Facilities Engineering, Acquisition and Production Division). Provide all supporting documentation required by SUPPLIER for preparation of planning documentation per NAVFACINST 11010.44E. Submit all changes to planning and site approval requests via PWD Pensacola, Facilities Engineering, Acquisition and Production Division. Be responsible for funding engineering support for RECEIVER’S mission related jobs.</td>
</tr>
</tbody>
</table>

FACILITY MAINTENANCE AND MINOR REPAIR. Includes routine and cyclical preventive maintenance and minor repairs required to preserve or restore real property so it may be used for its designated purpose.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Normal Cyclical Maintenance and Repairs</td>
<td>Per maintenance plan, and within available resources, perform normal maintenance and repair services of RECEIVER’S assigned facilities and structures, including “installed equipment” (defined in OPNAVINST 11010.20F) following established engineering standards to ensure preservation of facilities and protect the value of the plant account.</td>
<td>Report normal service calls/emergency tickets for maintenance/repairs to SUPPLIER (through PWD Pensacola) Customer Service Desk, Hill/Griffin Joint Venture (HGV), telephone 452-5555. Report major maintenance/repairs that exceed the normal service ticket scope to SUPPLIER (through PWD Pensacola), telephone 452-4515.</td>
</tr>
</tbody>
</table>
### SPECIFIC PROVISIONS (Continued)

<table>
<thead>
<tr>
<th>Work Requests for Modifications/Alterations Exceeding Normal Maintenance</th>
<th>Review and approve/authorize work requests for modifications and alterations to RECEIVER'S assigned spaces and areas within available resources. Refer to RECEIVER cases of vandalism caused by RECEIVER’S personnel for appropriate action.</th>
<th>Submit work requests to SUPPLIER (through PWD Pensacola) for modifications and/or alterations to assigned spaces per NASPCLAINST 11014.1J. Be responsible for costs of modifications/alterations required by RECEIVER’S mission and/or caused by vandalism, negligence, or misuse by RECEIVER’S personnel. RECEIVER’S costs may include, but are not limited to: estimating, design, contracting, environmental testing, and construction. Manage all work requests after approval that are funded by RECEIVER. Any addition or removal of HVAC equipment shall have written concurrence from PWD Pensacola.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Spaces, Roads, and Drainage Systems</td>
<td>Maintain RECEIVER’S assigned parking spaces, roads, and drainage systems in good repair. Arrange for actual services directly with PWD Pensacola and provide necessary funding.</td>
<td>Report all discrepancies to SUPPLIER (through PWD Pensacola), telephone 452-4515. Comply with NASPCLAINST 5560.12E (Parking Policy).</td>
</tr>
<tr>
<td>Self-Help Program in Support of Navy Real Property Maintenance</td>
<td>Establish policies, responsibilities, and procedures to support repairs, renovations, or alterations to facilities which directly enhance the quality of life of the naval work force and emphasize AIS reduction and aesthetic improvements to existing facilities in compliance with the Self-Help Program, NASPCLAINST 11014.8F.</td>
<td>Determine requirements and establish priorities within assigned areas, and provide the labor to accomplishing PMD approved Self-Help projects within an appropriate time frame. Fund material costs for approved projects not funded by SUPPLIER. All activities self help, whether funded by SUPPLIER or RECEIVER, shall be routed through SUPPLIER’S self help approval process and shall comply with applicable codes, policy, law, NEPA, and NASPCLAINST 11014.8F.</td>
</tr>
</tbody>
</table>
SPECIFIC PROVISIONS (Continued)

| Building Manager Program | Provide guidance for Building Manager Program/Handbook, telephone number 452-4515 ext. 326. | Familiarize themselves with the Building Manager Program/Handbook in assigning a Building Manager (BM)/Building Manager Alternate (BMA) in their command/department and comply with the additional information within the handbook. |

**FIRE PROTECTION.** Includes all normal services related to fire protection and fire fighting operations, alert service, and rescue operations. Also, includes inspections for fire hazards, servicing of portable extinguishers, and related training programs.

<table>
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<tbody>
<tr>
<td>Fire Protection and Fire Fighting Operations</td>
<td>Per DODI 6055.6 and other applicable instructions provide all normal services related to fire fighting facilities, alert service, and rescue operations. Establish and conduct training programs; plan and substantiate facilities, equipment, tools, supplies, and manning for fire protection organization.</td>
<td>Comply with NASP/CLAINST 11320.1G regarding fire protection and fire prevention regulations; provide incident response and other assistance should conditions require it.</td>
</tr>
<tr>
<td>Fire and Medical Emergency Dispatch Communications Center (EDCC)</td>
<td>Provide emergency responses as needed. Ensure Dispatch Operators record emergency information and dispatch proper units, as necessary, by relaying information and providing emergency medical technical assistance via telephone.</td>
<td>Ensure personnel are advised of the EDCC telephone number, 452-3333.</td>
</tr>
<tr>
<td>Servicing of Portable Fire Extinguishers</td>
<td>Inspect, service, and replace portable extinguishers as required. Recharge/Replace portable fire extinguishers that need it, as the result of a bonafide emergency condition, at no cost, within available resources.</td>
<td>Notify SUPPLIER’S Operations Department, Fire and Emergency Services Division, telephone 452-2898, when extinguishers are used for emergency service. Provide funding for recharging and/or replacement of portable fire extinguishers discharged without accompanied fire report of discharge or due to vandalism, horseplay, or negligence of RECEIVER’S personnel.</td>
</tr>
<tr>
<td>Regulations/Reports</td>
<td>Provide all services related to the development of fire regulations and programs to reduce, develop, and supervise area/unit fire marshal programs. Prepare reports of fire hazards, incident reports; accomplish fire prevention assessments and inspections.</td>
<td>Comply with all fire protection regulations/directives/instructions issued by the SUPPLIER. Cooperate with SUPPLIER’S Fire and Emergency Services Division personnel in preparing reports of fire hazards and incident reports.</td>
</tr>
</tbody>
</table>
SPECIFIC PROVISIONS (Continued)

MAIL SERVICE. Includes collecting, accepting, sorting, routing, and delivery of official and personal mail on DOD installations.

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</thead>
<tbody>
<tr>
<td>Guard Mail</td>
<td>Provide central pickup and delivery point (through FISCJ DET Pensacola) for Guard Mail.</td>
<td>Pick up from and deliver Guard Mail to FISCJ DET Pensacola, Postal Operations, telephone 452-4124. Comply with NASPACLEINST 5218.1C.</td>
</tr>
</tbody>
</table>

MORALE, WELFARE, AND RECREATION (MWR) ACTIVITIES. Includes operations of recreational centers, gyms, fitness centers, athletic fields, recreational library, hobby shops, and craft centers. Also includes campgrounds, marinas, recreational parks, and related services.

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<tbody>
<tr>
<td>Recreational Library</td>
<td>See RESPONSIBILITIES of Attachment 3, subparagraph A5.</td>
<td>See RESPONSIBILITIES of Attachment 3, subparagraph A5.</td>
</tr>
</tbody>
</table>

POLICE SERVICES. Includes maintaining law and order (i.e., enforcement of traffic laws, accident investigations, and criminal investigations), traffic management, vehicle decals, and parking services.

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<tbody>
<tr>
<td>Law and Order</td>
<td>Provide random/periodic patrol and surveillance of station’s common-use areas and spaces; investigate suspicious activities. Conduct investigation of criminal and illegal activities, to include notifying Naval Criminal Investigative Service Pensacola and other appropriate agencies. Provide written investigative reports and information concerning RECEIVER’S personnel, property, or equipment.</td>
<td>Report immediately all criminal and/or suspicious activity to SUPPLIER’S Security Department, telephone 452-2453 for investigation. Ensure all personnel (e.g., victim, suspect, witness, etc.) cooperate fully with SUPPLIER’S Security personnel during the conduct of any investigation. Comply with NASPACLEINSTS 1630.2G and 5500.1G.</td>
</tr>
<tr>
<td>Privately Owned Vehicle Registration</td>
<td>Provide vehicle registration and issue appropriate station decals as required for RECEIVER’S staff personnel.</td>
<td>Direct civilian employees and contractor personnel to check in and out with SUPPLIER’S Security Department, telephone 452-4153. Comply with NASPACLEINST 5560.5X.</td>
</tr>
<tr>
<td>Parking</td>
<td>Have Security Department review RECEIVER’S parking plan requests and approve/disapprove each in writing. Provide proportionate parking spaces in the vicinity of assigned facilities for RECEIVER’S permanent staff and government vehicles.</td>
<td>Request reserved parking spaces, in writing, per NASPACLEINSTS 5560.5X and 5560.12E. Comply with NASPACLEINST 5500.1G.</td>
</tr>
</tbody>
</table>
SPECIFIC PROVISIONS (Continued)

<table>
<thead>
<tr>
<th>Traffic Management and Control</th>
<th>Provide traffic management and control of vehicle movement on streets, roadways, and parking lots.</th>
<th>Ensure personnel receiving traffic citations, within the NAS Pensacola complex appear for traffic court as scheduled by SUPPLIER’S Security Department. Comply with NASPNCLAINST 5560.5X.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enforce traffic laws/directives, investigate vehicle accidents, and provide copies of reports pertaining to RECEIVER’S personnel and contractors.</td>
<td></td>
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<tr>
<td></td>
<td>Manage, coordinate, and conduct traffic court for violations committed within the NAS Pensacola complex.</td>
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</table>

PUBLIC AFFAIRS. Includes activities aimed toward responding directly or through news media to the general public’s right and need to know how DOD activities accomplish assigned tasks and missions; includes public information and community relations.

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<tbody>
<tr>
<td>Public Affairs</td>
<td>Provide assistance in public affairs matters as requested by RECEIVER and within station capabilities.</td>
<td>Request assistance from SUPPLIER’S Public Affairs Office, telephone 452-3100 ext. 1200, as needed.</td>
</tr>
<tr>
<td>Station Marquee</td>
<td>Coordinate use of station marquee per NASPNCLAINST 5298.1C.</td>
<td>Submit all requests for use of station marquee, located at the main gate, to SUPPLIER’S Public Affairs Office. Comply with NASPNCLAINST 5298.1C.</td>
</tr>
<tr>
<td>News Media</td>
<td>Coordinate all gate/media clearance requests.</td>
<td>Coordinate with/Notify SUPPLIER’S Public Affairs Office, telephone 452-3100 ext. 1200, regarding all events or activities involving news media, including distribution of news releases, prior to release or notification to media. Submit all requests for gate/media clearances to SUPPLIER’S Public Affairs Office. Comply with NASPNCLAINST 5720.8C.</td>
</tr>
<tr>
<td>Public Affairs Guidance on Terrorism</td>
<td>Coordinate and provide public affairs guidance regarding terrorism within the NAS Pensacola complex.</td>
<td>Inform SUPPLIER’S Security Department and Public Affairs Office of all acts of terrorism occurring within assigned areas. Comply with NASPNCLAINST 5720.9B.</td>
</tr>
</tbody>
</table>

REFUSE COLLECTION AND DISPOSAL. Includes collection and disposal of trash and non-hazardous waste materials.

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<tr>
<td>Refuse Collection and Disposal</td>
<td>Provide funding to Public Works Department Pensacola, Resident Officer-in-Charge of Construction (ROICC) Pensacola for refuse collection and disposal service contract. Level of support provided could be reduced due to availability of resources.</td>
<td>Place trash and garbage in SUPPLIER’S contracted receptacles and maintain acceptable appearance of general area new receptacles. Provide necessary funding to Public Works Department Pensacola, ROICC, for refuse collection and disposal services above the level of support provided by SUPPLIER’S contract.</td>
</tr>
</tbody>
</table>
SPECIFIC PROVISIONS (Continued)

SAFETY. **Note:** SUPPLIER’S Navy Occupational Safety and Health (NAVOSH) services are provided by a contractor, program elements are executed within the scope of the contract and in accordance with current Code of Federal Regulations, DOD and DON instructions and policies. (See Other Sources, Attachment 2.)

<table>
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</table>
| Navy Occupational Safety and Health Program              | Provide assistance in implementing a complete and comprehensive Navy Occupational Safety and Health (NAVOSH) Program in support of RECEIVER’S mission and in accordance with current Federal Code of Regulations, DOD and DON instructions and policies. | Implement a complete and comprehensive Navy Occupational Safety and Health Program in accordance with current Code of Federal Regulations, DOD and DON instructions and policies.  
Coordinate safety activities with SUPPLIER’S Safety Office.  
Appoint a command safety representative in writing and provide a copy to SUPPLIER’S Safety Office.  
Make mission requirements known to SUPPLIER’S Safety Office.  
Obtain program support from SUPPLIER’S contract safety provider (See Attachment 2, Other Sources). |

SECURITY SERVICES. Includes security inspections, controlling entry and egress, and protecting official and personal resources at DOD-owned or operated facilities.

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</table>
| Buildings/Property/Facilities Security                   | Assist RECEIVER’S security personnel in accomplishment of RECEIVER’S security requirements.  
Provide random and periodic patrol, visually observing all conditions, which affect security conditions.  
Perform physical checks (i.e., turning doorknobs, checking locks, etc.) of RECEIVER’S assigned building(s) and facilities utilizing Patrol Area Security Check Sheet, NASP Form 5541/1.  
Take necessary action indicated by irregularities discovered and notify RECEIVER’S duty officer or designated representative. | Be responsible for internal and administrative security measures.  
Provide, in writing, the name and telephone number of RECEIVER’S designated Security Officer or representative to SUPPLIER’S Security Department.  
Comply with NASPCLAIMSTS 5500.1G, 5510.10D and 5560.5W. |
| Common Access Cards for Civilian Personnel               | Issue common access cards to all civilians, contractors, and vendors, including employees.                                                                                                                                 | Ensure all civilians, contractors, contractor personnel, and military retirees (working under the auspices of a contract) check in with SUPPLIER’S Security Department for a common access card.  
Comply with NASPCLAIMSTS 5340.3P and 5500.1G. |
### SPECIFIC PROVISIONS (Continued)

<table>
<thead>
<tr>
<th>Military Working Dog (MWD) Support for Explosive Detection</th>
<th>Provide MWD'S for explosive detection as requested and within capabilities.</th>
<th>Request MWD support for explosive detection from SUPPLIER'S Security Department, telephone 452-2653, extension 14.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Navy College Program Student Roster</td>
<td>Ensure the SUPPLIER'S Security Department maintains an up-to-date student roster list of all students, whether they are military, DOD, civil service dependents, and/or non-base connected who are attending classes on board NAS Pensacola provided by the Navy College Program Office; i.e., University of West Florida students. <strong>Not divulge roster information, as distribution of roster may be prohibited by law.</strong> <strong>Note:</strong> SUPPLIER will not warrant access to NAS Pensacola. Access is solely within the discretion of the CO, NAS Pensacola.</td>
<td>Provide through the Navy College Program Office to SUPPLIER'S Security Department Operations Officer, after the close of enrollment, a complete student roster listing all names of students scheduled to attend on-base classes provided by the RECEIVER whether they are military, DOD, civil service dependents, and/or non-base connected in order to have access to NAS Pensacola. Update student roster listing as changes may occur. <strong>Note:</strong> Access is solely within the discretion of the CO, NAS Pensacola.</td>
</tr>
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</table>

### TRAINING SERVICES.

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</thead>
<tbody>
<tr>
<td>Training Services</td>
<td>Provide classroom spaces, within capabilities, per Attachment 4, for RECEIVER to conduct educational/training classes.</td>
<td>Provide education classes and services set forth in Attachment 3.</td>
</tr>
</tbody>
</table>

### UTILITIES.
Includes water, sewage, electricity, natural gas, and fuel oil services. Also includes central generation and distribution of steam, chilled water, and compressed air.

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</thead>
<tbody>
<tr>
<td>Utilities</td>
<td>Provide for utilities, including water, sewage, electricity, natural gas, central generation and distribution of steam, chilled water, and compressed air. <strong>Issue directive regarding energy savings/consumption.</strong></td>
<td>Report any changes of mission that would affect utility requirements to SUPPLIER'S Facilities Department, Real Property Management Division, telephone 452-4515. Comply with NASPNCNAINST 4100.2F regarding energy savings/consumption.</td>
</tr>
<tr>
<td>Energy Conservation Programs</td>
<td>Provide guidance for energy conservation per NASPNCNAINST 4100.2F.</td>
<td>Comply with NASPNCNAINST 4100.2F regarding energy conservation.</td>
</tr>
</tbody>
</table>
LIST OF OTHER SOURCES

RECEIVER will negotiate (and provide funding if necessary) for support not identified above from resources identified below:

AUDIO AND VISUAL INFORMATION SERVICES:
Graphics, Micro-graphics, Film, Video, Presentation Services, and Audio Media Services - Contact Naval Education and Training Professional Development and Technology Center, 452-1076.

CABLE TELEVISION SERVICES:
Submit requests to Cable Franchise Administrator, NCTAMS LANT DET Pensacola, 452-7927.
(Cable Franchisee - MEDIACOM Southeast LLC, 456-8856).

CHAPLAIN SERVICES:
Obtain service from outside sources.

COMMUNICATION SERVICES:
Base Communications Office Support - Notify Base Communications Office, 452-3454.
Commercial Telephone Services - Negotiate with local telephone company.

DUPLICATION SERVICES:
Coordinate with Defense Automated Printing Service Office Pensacola, 452-3028.

EDUCATION SERVICES:
Contact Navy College Office for information/assistance concerning educational opportunities, 452-4510.

ENVIRONMENTAL COMPLIANCE:
Obtain the following support from the SUPPLIER’S contract Environmental provider, 452-4611, extension 111:
- Overall Guidance for Environmental Policy;
- Meeting of Environmental Compliance Staff (ECS);
- Mandatory Compliance for Environmental Training of Personnel;
- Permit Signature/Requirements;
- Asbestos Program Policy;
- Emergency Planning and Community Right-To-Know Act (EPCRA) - preparation of reports.
Be responsible for payment of fines/fees to EPA.

EXCHANGE SERVICES: (Services provided to authorized patrons at 98 West in the Navy Shopping Mall, Corry NEX (Bldg 540), and Aviation Plaza facilities on NAS Pensacola.)
- Navy Exchange
- Navy Exchange Uniform Shop
- Navy Exchange Food Services
- Navy Exchange Personal Dry Cleaning and Laundry Services

HAZARDOUS MATERIAL/WASTE DISPOSAL:
Obtain the following support from the SUPPLIER’S contract Environmental provider, 452-4611, ext. 111:
- Hazardous Material/Hazardous Waste;
- Hazardous Material/Hazardous Waste including Oil Waste Recovery Quality Control and Collection Holding Tank;
- Hazardous Material/Hazardous Waste Spill Response;
- Disposal Costs of Hazardous Waste;
- Disposal Costs of Non-usable Hazardous Material, telephone 452-2231.

HEALTH SERVICES:
Emergency Medical Treatment for DOD and non-DOD civilians, contact Naval Hospital Pensacola Quarterdeck, 505-6601.
Emergency Dental for DOD and non-DOD civilians, contact Naval Hospital Pensacola Quarterdeck, 505-6601.
LIST OF OTHER SOURCES (Continued)

INFORMATION TECHNOLOGY SERVICES:
Navy-Marine Corps Intranet (NMCI) Service Contract – Coordinate service from NCTAMS LANT DET Pensacola.

MAIL METERING SERVICE:
Obtain postage-metering services from other sources or apply postage to all outgoing U.S. mail.

MUSEUMS:
National Museum of Naval Aviation - Coordinate use of Museum with Director, 452-3604.

OCCUPATIONAL AND INDUSTRIAL HEALTH SERVICES:
Negotiate support with Naval Hospital Pensacola, 452-5665.

PRINTING SERVICES:
Obtain service from Defense Automated Printing Service Pensacola Office, 452-3028.

SAFETY:
Obtain program support from SUPPLIER’S contract safety service provider, 452-3100, ext. 1448:
Facility Inspections;
Facility Abatement;
Facility Inspections Record Keeping;
Prevention and Control of Workplace Hazards;
OSH Training Program;
OSH Inspection Program;
Employee Reports of Unsafe or Unhealthful Working Conditions;
OSH Mishap Investigation, Reporting, and Record Keeping;
Respiratory Protection Program;
Asbestos Control Program;
Personal Protection Equipment Program;
Hearing Conservation & Noise Abatement Program;
Sight Conservation Program;
Hazard Abatement Program;
Lead Program;
Ionizing Radiation Program;
Non-Ionizing Radiation Program;
Ergonomics Program;
Energy Control (Lockout/Tag-out) Program;
Man-Made Vitreous Fibers Exposure Program;
Confined Space Entry Program;
Blood-borne Pathogens Program;
Reproductive Hazards Program;
Indoor Air Quality Management Program;
Weight Handling Equipment Program;
Safety Awards Program;
Traffic Safety Program;
Hazardous Materials Control & Management (HMC&M) Program;
Recreation and Off-Duty Safety (RODS) Program; and
Explosive Safety Program.

TECHNICAL AND LEGAL LIBRARIES:
Technical Library - Obtain from other sources.
Legal Library - Negotiate use of legal library with Staff Judge Advocate, Pensacola, 452-3100 ext. 1351.
LIST OF OTHER SOURCES (Continued)

TRANSPORTATION SERVICES:
Official Travel Service - Negotiate with Personnel Support Activity Detachment Pensacola, 452-2481.

VEHICULAR SUPPORT:
Commercial/Government Vehicles or Material Handling Equipment - Negotiate with Public Works Department Pensacola, 452-2321 ext 17; provide funding to Commanding Officer, Navy Public Works Center, Jacksonville, Box 30, NAS Jacksonville, FL 32212-0030.

WEATHER SERVICES:
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT
Between
COMMANDING OFFICER, NAVAL AIR STATION PENSACOLA,
190 RADFORD BOULEVARD, PENSACOLA, FLORIDA 32508-5217
and
BOARD OF TRUSTEES, UNIVERSITY OF WEST FLORIDA,
11000 UNIVERSITY PARKWAY, PENSACOLA, FLORIDA 32514

I. PURPOSE

The purpose of this Agreement is to provide guidelines for the delivery of educational services to active duty personnel, reservists, eligible retired military personnel, and Department of Defense employees, civilians, and the adult family members of the previously mentioned categories at Naval Air Station, Pensacola, Florida.

II. SCOPE OF AGREEMENT

A. This Agreement defines the relationship between the Commanding Officer, NAS Pensacola, located at 190 Radford Boulevard, Pensacola, Florida 32508-5217, representing the U.S. Navy, hereinafter referred to as the “Commanding Officer” or “CO,” and Board of Trustees for and on behalf of The University of West Florida, Pensacola, Florida, located at Naval Air Station, Pensacola, Florida, hereinafter referred to as the “Academic Institution” or “AI,” for specified educational services. This Agreement becomes effective upon signature by both Parties.

B. This Agreement is not to be construed in any way as giving rise to a contractual obligation of Navy funds to the AI, which would be contrary to federal law.

III. ADMINISTRATION

A. This Agreement shall be administered for the Commanding Officer (by the Director of the Navy College Office). The Director of the Navy College Office is designated by the CO as his/her technical representative for the purpose of inspection and acceptance of services. Actions by the CO affecting this Agreement will be coordinated with the AI prior to taking such actions, except in the case of a declared emergency.

B. This Agreement shall be administered for the AI (by the individual so designated by the AI) who shall ensure adequate supervision of the institutional quality and academic standards. Administrative actions affecting this Agreement taken by the AI designated representative must be coordinated with the CO prior to taking such action.

IV. ATTACHMENTS

This Agreement shall have the following documents attached as an integral part of the Agreement prior to being signed by either Party:

A. A copy of the accrediting letter from the appropriate institutional accrediting body indicating the most recent accrediting status for the AI.

B. A copy of the cognizant State Education Agency approval for the institution to offer programs at Naval Air Station, Pensacola, Florida.
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT (Continued)

C. A copy of the type and scope of programs and courses to be offered. This attachment must include course descriptions, specific provisions for quality review of courses and programs, and admission standards and transfer of credit policies.

D. A copy of the AI procedures for approving faculty and for providing academic advisement for students.

E. Copies of the AI’s tuition, fees, and refund policies.

F. The AI’s policy for acceptance of College Level Examination Program (CLEP) General and Subject exams, and Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Test (SST). DANTES General and Subject Examinations to include minimum passing scores and the maximum amount of CLEP and DANTES credit accepted.

G. Verification of membership in Servicemembers Opportunity College Navy (SOCNAV) and inclusion of the degrees offered on base in the SOCNAV Network. If not already a member of SOCNAV, the AI shall submit a copy of their application for membership.

H. A copy of the AI implementing instructions to transmit degree completion data to the Navy College Management Information System (NCMIS).

I. A copy of Department of Defense Directive (DODD) 1322.25, Voluntary Education Programs.

V. DEFINITIONS

A. The words “Academic Institution” abbreviated as AI means the Board of Trustees for and on behalf of The University of West Florida, on base.

B. The word "Catalog" or "Bulletin" means a specific document by which the AI publicly announces the conditions for enrollment and program/course offerings.

C. The words “Commanding Officer,” abbreviated as CO, means the Commanding Officer, Naval Air Station, Pensacola, Florida, or his/her designated representative.

D. The term “Director of the Navy College Office” refers to the individual that has been assigned additional duty to the Commanding Officer, Naval Air Station, Pensacola, Florida, as principal advisor on off-duty education matters.

E. The word "course" means an instructional unit, delivered through a variety of media or formats.

F. The word "fees" means those amounts payable by the student, which are directly related to enrollment in the AI or to a specific course delivered by that institution.

G. The term “Military Installation Voluntary Education Review” (MIVER) refers to a third party, which evaluates voluntary education programs as they are implemented and operated on installations.

H. The words "Site Director, University of West Florida" mean the single person responsible for carrying out this Agreement for the AI, employed by the AI on the installation.
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT (Continued)

I. The term “Resident Center Office” refers to the office in which the academic institution provides educational services in a regular or part-time capacity on the installation.

J. The word "student" means: (1) military personnel (active and reserve); (2) retired military personnel; (3) Department of the Navy and Department of Defense civilian employees; (4) family members of any of (1) through (3); or (5) other civilians on a space-available-basis when civilian enrollment is in the best interest of the base program.

K. The word "term" refers to the period of time into which the academic year is divided.

L. The words “term schedule” refer to a listing of courses, dates, times offered, instructors, and room assignments.

M. The word "tuition" means the amount of money charged the student by the AI for instruction per semester hour, quarter hour, or unit, not including fees or texts.

VI. RESPONSIBILITIES OF THE COMMANDING OFFICER

Logistical Support. The CO shall be responsible for determining the local voluntary education program needs for the military population to be served in accordance with Navy College Program policy and for selecting the off-duty educational programs to provide on base. The Commanding Officer, in partnership with University of West Florida, shall provide support essential to operating effective educational programs. This support includes:

1. Offices and Classrooms. When available, classrooms will be provided for each class conducted and office space will be provided for the AI personnel. The adequacy of both classroom and office space will be determined by the CO.

2. Repairs and Utilities. Provide repairs as required to maintain office and classroom space in good condition. The definition of “good condition” shall be determined by the CO.

3. Office and Classroom Furnishings. Provide standard office and classroom furnishings within available resources. The AI will provide any specialized equipment required to operate the office or conduct classes.

4. Janitorial Services. Janitorial services shall be provided (by the CO) to maintain classroom spaces in good condition. How this requirement will be met is at the discretion of the CO. The AI’s individual instructor(s) shall be responsible for leaving the classroom spaces in clean condition at the end of each class.

VII. RESPONSIBILITIES OF THE NAVY COLLEGE OFFICE

A. Program Evaluation. The CO, at his or her discretion, may evaluate the AI’s overall program effectiveness, course(s), and the AI’s customer service to determine if such is in conformance with this Agreement. Within 10 days of such evaluation, the CO shall submit his/her findings in writing to the AI and a copy to the Naval Education and Training Command. The AI shall have 30 calendar days to investigate, review, and provide the CO a written discussion of the findings.

B. Counseling. The CO shall provide education counseling for Sailors through the Navy College Offices (NCO’s). The NCO staff shall provide education counseling to all eligible personnel who visit the NCO’s.
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT (Continued)

C. Publicity. The CO shall assist in publicizing the AI education programs within the geographical area of Naval Air Station, Pensacola, Florida, encompassed by this Agreement. Assistance can include use of the Base Plan of the Week, newspapers, radio/TV station, bulletin boards, electronic kiosks, and other appropriate internal media. All publicity input shall be submitted (by the AI to the CO) prior to dissemination. The AI staff may be invited to accompany education staff to activities such as Command Indocriation Programs and General Military Training (GMT) sessions. The AI will assume responsibility for the reproduction and distribution of publicity to the Navy College Offices, which will ensure local distribution.

D. Reports. The CO shall provide the electronic format for reports and other records as required in subparagraphs VIII(K) and VIII(R) to support this Agreement.

VIII. RESPONSIBILITIES OF THE ACADEMIC INSTITUTION

A. Program Offerings

1. Membership in Servicemembers Opportunity Colleges Navy (SOCNAV). The AI hereby agrees to become a member of SOCNAV. The AI shall agree to SOCNAV principles and criteria. If not a member when this Agreement is signed, the AI must be accepted for membership in SOCNAV within 6 months of the signatures on this Agreement or this Agreement becomes null and void. Application for SOCNAV membership shall include submitting the degrees offered on base for inclusion in the SOCNAV degree network.

2. The AI shall provide the necessary instructional and administrative personnel to deliver courses leading to the attainment of the degree(s) referenced in subparagraph IV(C).

3. The AI shall provide academic counseling to all eligible personnel who visit their resident office, and shall be flexible in accommodating special military schedules.

4. The CO and the AI shall mutually agree on minimum and maximum class size. Priorities for class enrollment shall be as follows:

(a) Military personnel (active and reserve);
(b) Retired military personnel;
(c) DOD civilian employees;
(d) Adult family members of (a) through (c);
(e) Other civilians on a space-available-basis.

5. When mutually acceptable to the CO and the AI, additional degrees may be added to this Agreement by addenda.

6. The AI shall develop a long-range schedule in coordination with the NCO Director and maintain an ongoing 2-year schedule of course offerings in support of on-base degree programs as mutually agreed upon by the CO and the AI.

B. Library Support. The AI shall provide and arrange for library resources and other academic references and research resources in print or on-line format, whichever is appropriate or necessary to support the courses offered. These arrangements will be in accordance with the standards of North Central Association of Colleges and Schools and the State of Florida, Department of Veterans' Affairs. However, CO does not guarantee a library on NAS Pensacola. At a minimum, the AI will include electronic access to the main campus library materials, and
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT (Continued)

professional services, as well as periodicals and books, especially when an on-base library is not available. Where there is an on-base library and electronic access is not available, the AI will make Inter-Library Loan (ILL) processes available through the on-base library. The Navy base librarian will have full access to these services, as well as the on-line interlibrary loan system, acting as an intermediary for military personnel in the ILL process. Acquisitions to be placed at Naval Air Station, Pensacola, Florida, will be approved by a professional librarian, or the Director of the Navy College Office, before being accepted.

C. Course Terms. The AI shall offer trimesters (Fall Trimester mid-Aug through mid-Dec; Spring Trimester early Jan through late April; and Summer Trimester early May through mid-Aug) each calendar year or as mutually agreed upon by the CO and the AI.

D. Publicity. The AI shall be responsible for preparation of publicity of a general nature concerning programs offered by this Agreement. All publicity input shall be submitted by the AI to the Director of the Navy College Office prior to dissemination. Publicity may include media such as Plan of the Week (POW), station newspapers, radio, and TV. Provision of funds for funded publicity/marketing by AI program(s) is the sole responsibility of the AI.

E. Resident Campus Credit. The AI shall guarantee that students completing courses for credit will receive resident campus credit in accordance with the AI academic catalog.

F. Credit for Previous Training

1. Applicants matriculated at The University of West Florida will receive an official evaluation of all previous work, including military experience and DANTES exams.

2. The AI shall award credit as appropriate for degree option, for military school, and experience as recommended by the American Council on Education.

G. SOCNAV

1. Within 60 days after completing two courses with the college, the AI shall complete an official evaluation of military experiences and prior college courses for the student.

2. After the student has paid the matriculation fee (if required) and arranged for submission of prior college transcripts, and has submitted a Sailor/Marine/ACE Registry Transcript (SMART), and other military documentation deemed appropriate by the institution, the college shall complete a formal evaluation of the student’s prior learning on the SOCNAV Student Agreement. Copies of the evaluation will be provided to the student, the Navy College Office, and SOCNAV.

H. Admission. The AI guarantees that admission standards and requirements for students admitted to courses specified in this Agreement shall not exceed those of applicants seeking admission to the classes conducted on the main campus of the AI.

I. Veterans Assistance

1. The AI shall be responsible for obtaining Veterans Administration (VA) determination governing approval of programs specified in this Agreement and the normal education allowance applicable (based on certification of one, two, or more courses per term) based on half-time, three-quarters time, or full-time attendance. The AI shall provide a copy of the applicable determinations to the CO.
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT (Continued)

2. The AI shall advise eligible prospective students of their benefits under the auspices of the VA. The AI shall maintain VA benefit records. The AI shall ensure prompt and deliberate response to student inquiries regarding VA funded education benefits. The student retains responsibility for monies owed to the AI.

J. Diploma(s)/Degree(s)/Graduation

1. The AI shall issue, at no cost to the government, Certificate(s) of Completion, diploma(s), and/or degree(s) to each student who completes the program requirements and has met all financial obligations.

2. The AI shall make no distinction on any credential to reflect that the course(s) or program(s) were not conducted on the home campus.

3. The AI shall conduct a minimum of one graduation annually, at the expense of the AI, if there are five or more students meeting graduation requirements. If the institution is within commuting distance of the base, students may attend the on campus graduation. The AI shall be responsible for graduation degrees, publicity, programs, invitations, etc.

K. Data and Reports. The AI shall provide electronic reports on all students as defined in subparagraph IV(H), pertaining to courses of instruction completed under this Agreement, using the template provided by the CO and acceptable software application(s). This includes, but is not limited to, tuition assistance transactions, final course grades for students using Tuition Assistance, degrees awarded, certificates earned, SOCNAV Student Agreements, courses offered, class rosters, and military graduation. Requests for reports may be made at any time, but shall not be later than 3 years after termination of this Agreement. Responses to all requests for reports shall be provided within 10 working days of the date of request.

L. Subcontractor. The CO reserves the right to approve/deny access to the installation to any subcontractor of the AI, which is employed to carry out any part of this Agreement.

M. Tuition, Fees, and Refund Policy

1. The AI shall amend the tuition and fee structure only after 60 days written notice to the CO. In no event can tuition and fees be amended for a term already in session.

2. The collection of monies owed to the AI by students shall be the responsibility of the AI.

3. The AI shall pay refunds in accordance with the refund policy stated in the AI catalog.

4. Any refund of Tuition Assistance funds will be paid to the Navy and/or the student. Should the refund exceed the Navy’s original Tuition Assistance dollar share, the institution shall pay the excess to the student.

5. If a course is canceled by the AI (due to no fault of the U.S. Government), the AI shall refund to the Government and/or the student (in line with paragraph 4 above) 100 percent of the tuition and fees paid for the course.

N. Office/Classroom Space

1. The AI shall utilize only those office spaces and classrooms specifically designated by the CO for the AI’s use. No class shall be scheduled without a classroom having been previously assigned specifically for that class.
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT (Continued)

2. The AI shall be responsible for cleaning off desks, cleaning chalkboards/white boards, placing/emptying trash in appropriate receptacles, and returning all furniture to original positions at the close of class.

O. Safety, Damages, and Claims. The AI shall exercise reasonable care to prevent accidents, injury, or damage to employees, students, and property. To the extent permitted by Florida law, the AI agrees to indemnify and hold harmless the Government of the United States, its agencies, and instrumentalities against all suits, actions, claims, costs, or demands for death, personal injury, and property damage to which Government of the United States, its agencies, and instrumentalities might be subjected and/or held liable for damage arising or resulting from the fault, negligence, wrongful act, or omission of the AI, its employees, or agents in the performance of the required services of this Agreement.

P. Office Management

1. The AI Resident Center Office will be open 7 1/2 hours per day for a minimum of 37 1/2 hours per week (Monday through Friday 0730-1600). The established office hours will be strictly adhered to and conspicuously posted and publicized. Change of office hours will be approved by the CO.

2. The AI shall provide all necessary clerical assistance to support its program.

3. The AI shall require that its employees and enrolled students adhere to U.S. Government and base regulations as may be applicable to them concerning standards of conduct. All employees and enrolled students of the AI shall fulfill any local base requirements, which may be established as a condition of entry to the base.

Q. Course Schedule

1. The AI shall prepare a term schedule of all courses to be offered 4 weeks prior to the start of the next trimester. The course schedule shall be approved by the CO.

2. The AI shall prepare and keep current a projected term schedule of courses to be offered at least for the two terms beyond the current term.

3. Courses shall be made available in a sequential manner to the extent practicable.

R. Grades/Rosters. The AI shall provide Naval Education and Training Professional Development and Technology Center (NETPDTc) with an electronic list of grades of students funded by the Navy Tuition Assistance Program within 2 weeks after completion of each course. The format for such submission shall be provided by NETPDTc.

S. Qualified Instructors. The AI shall provide instructors who meet the criteria established by the AI to qualify as main campus faculty, and who have been certified as qualified to teach the specific course on the main campus. The AI shall not allow any instructor to teach for any term knowing that the instructor may not or will not meet required qualifications.

T. Course Outline. The AI shall develop a standard course outline for each course offered. If requested by the CO, the AI will provide a copy of the course syllabus prior to registration. A copy of the outline will be distributed to each student at the first class meeting.
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT (Continued)

U. Evaluation/Class Visits. The AI shall maintain attendance rosters and ensure make-up classes are scheduled. Periodic class visits will be made (by the AI's designated representative). Rosters will be provided to the CO upon request.

V. Counseling. The AI shall provide on-base program guidance to students.

W. Support/Equipment

1. Unless prohibited by the CO, the AI shall provide all necessary office equipment, including copy machines, facsimile (FAX) machines, and computers.

2. The AI shall provide all classrooms and laboratory support materials to include, but not limited to, TV's, VCR equipment, overhead projectors, computers, printers, and software.

3. The AI shall provide its own commercial telephone(s), including installation and relocation at the expense of the AI. Defense Systems Network (DSN) lines will not be given to the AI.

X. Regulation. The AI shall be in compliance with the Federal Education Records and Privacy Act when submitting the electronic format for reports and other records as required in subparagraphs VIII(K) and VIII(R) to support this Agreement.

Y. Program Evaluation

1. The AI shall permit evaluation of on-base courses and programs by teams of evaluators designated by such agencies as State of Florida, Department of Veterans' Affairs, Military Installation Voluntary Education Review (MIVER), and the North Central Association of Colleges and Schools in support of the local Navy College Program.

2. The AI shall sustain the costs of any and all base visits/evaluations of their program deemed necessary by the state approving authority, MIVER, and the appropriate accrediting association.

IX. PERIOD OF ADJUSTMENT

This Agreement is in effect for 6 years from the date of execution, and may be renewed by written agreement of the CO and the AI.

DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning an interpretation of, or a question of fact arising under this Agreement, which is not disposed of by mutual consent, shall be decided by the CO who shall reduce his/her decision to writing and mail or otherwise furnish a copy to the AI. The decision of the CO shall constitute final administrative action as to matters so arbitrated.

X. MODIFICATION/TERMINATION

A. Modification

1. This Agreement may be amended only by mutual consent of both Parties, in writing, unless either Party is required to change the Agreement by statutes, executive order, directive, or other government requirement.
VOLUNTARY EDUCATIONAL SERVICES AGREEMENT (Continued)

2. Changes in institution policy that are inconsistent with the provisions of this Agreement or Navy College Program policy may be cause for review, renegotiation, or cancellation.

B. Termination

1. This Agreement may be terminated by either Party, upon written notice given not less than 180 days prior to the requested termination date, unless both Parties mutually agree to a lesser period in writing, but not earlier than the term in progress. In addition, the AI shall not admit new students into degree programs (after a notification of termination is executed by either Party). The AI must have in place a degree completion plan for each student officially enrolled in a degree plan at the time of termination.

2. The AI’s loss of accreditation will result in the termination of this Agreement, to be effective at the end of the academic term in progress.

3. Termination provided for the above by either Party shall not be the basis for any claims by the AI against the U.S. Government.

XI. SIGNATURES

IN WITNESS WHEREOF, the Parties hereunto have executed this Voluntary Educational Services Agreement as of the day and year written below.

NAVAL AIR STATION PENSACOLA:

By: 

PETE S. FRANO, CAPTAIN, USN
Commanding Officer

Date: 17 APR 06

By: 

SHERRY L. BRELAND, LT, JAGC, USN
Staff Judge Advocate

Date: 13 APR 06

BOARD OF TRUSTEES, UNIVERSITY OF WEST FLORIDA, PENSACOLA, FL:

By: 

John Cavanaugh, Ph.D.
President

Date: 4/24/06

APPROVED AS TO FORM AND LEGALITY:

UWF ATTORNEY