



CIRI

320.38.007

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Emily Youcha
ADEC
610 University Ave
Fairbanks, AK 99709

Dear Ms. Youcha:

Attached please find a copy of Cook Inlet Region, Inc.'s Memorandum of Understanding with the U.S. Air Force regarding the landfill at Camp Lonely. If you should have any questions please give me a call at 907-263-5114.

Sincerely,

COOK INLET REGION, INC.

Hazel Felton
Special Projects Manager, Real Estate

MEMORANDUM OF UNDERSTANDING

BETWEEN

4700TH AIR DEFENSE SQUADRON (TAC)

AND

COOK INLET REGION, INC (CIRI)

I. BASIC PROVISIONS

Upon acceptance by Cook Inlet Region, Inc. (CIRI), this memorandum will constitute an agreement between the 4700th Air Defense Squadron (ADS)(Tactical Air Command), Peterson Air Force Base, Colorado 80914-5000, and Cook Inlet Region, Incorporated, Anchorage, Alaska 99509, herein after referred to as CIRI, for joint use of certain facilities at the Lonely (POW-1) DEW Line station.

II. RECIPROCATIONS

A. The 4700th Air Defense Squadron (USAF) will, through the DEW Line O&M contractor at POW-1, grant the following concessions to CIRI in exchange for the reciprocal returns as outlined herein.

1. CIRI will be allowed to share hangar, Facility Number 00018, to store one (1) Front End Loader, two (2) Pickups and, one (1) Three-Wheel ATV. CIRI's space allocation will consist of the western bisection of the hangar floor space and will not exceed fifty percent (50%) of the available floor space in the hangar. Air Force requirements will be afforded precedence in all circumstances. In return, CIRI will be responsible for housekeeping in their portion of the building.

2. CIRI will be provided food and lodging for no more than two (2) CIRI representatives during their periodic facility inspections. Category A rates, per DO 177-32, will apply. CIRI must provide 4700 ADS/DO names, SSANs, arrival/departure dates, and charter air service (AF Form 181 will be used).

B. CIRI will grant the USAF interim use of their landfill at POW-1 until such time as the USAF acquires its own landfill permit, and realizes an operational landfill.

III. GENERAL PROVISIONS

A. CIRI agrees to assume all risks of loss or damage to property or injury to, or death of persons by reason of use of these facilities by CIRI or their representatives under this Agreement including risks connected with the provision of services or goods by the Government, to CIRI or to any representative of CIRI under this agreement. CIRI further agrees to indemnify and hold harmless the Government against, and to defend at CIRI's expense, all claims for loss, damage, injury, or death sustained by any individual or corporation and arising out of or resulting from CIRI's use of these facilities pursuant to, or in connection with this agreement, or arising out of the provision of services or goods by the

Government to CIRI or its representatives, whether the claims be based in whole or in part on the negligence or fault of the Government or its contractors or any of their officers, agents and employees, or based on any concept of strict or absolute liability, or otherwise. CIRI shall neither transfer nor assign its interests or obligations under this Agreement without the prior written approval of the 4700th ADS, provided that CIRI may, as part of its business and without further notice, enter into arrangements with third parties regarding CIRI's usage of facilities covered by this agreement. All such "third parties" shall be considered as CIRI representatives under the terms of the agreement. CIRI will be liable for any damage to the hangar resulting from any induced cause by their representative.

B. The USAF will be responsible for liabilities incurred during sole usage landfill operation period. The USAF further assumes responsibility for compliance with state and federal regulations during sole-use period. Finally, the USAF agrees to close the CIRI landfill in accordance with permit stipulations and further agrees to CIRI's reasonable use of USAF landfill facilities after the CIRI landfill is closed.

C. This agreement gives the CIRI no express or implied interest of any kind in real estate, improvements, or other tangible assets of the Lonely (POW-1) DEW Line station or the Government.

IV. This Agreement may be amended, at any time as mutually agreeable, by written amendment(s) signed by the 4700th Air Defense Squadron (Tactical Air Command) and Cook Inlet Region, Inc.

V. This agreement shall remain in effect indefinitely, but may be terminated by either party upon a 90 day written notice.



CHARLES B. NEEL, Col, USAF
Commander
4700th Air Defense Sq (TAC)



11/12/86

Frank Klett
Vice President
Cook Inlet Region, Inc.