



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
482 NW HAMILTON ROAD, SUITE 120
FORT SILL, OK 73503

IMSI-ESF

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, US ARMY GARRISON, FORT SILL, OK
AND
GREAT PLAINS TECHNOLOGY CENTER (GPTC)
MOA-W91WZ7-18MG01

SUBJECT: Partnership to Enhance the Quality of Local Advanced Firefighter Training Program MOA-W91WZ7-MG01

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and the Great Plains Technology Center. When referred to collectively, the USAG/IMCOM, and Great Plains Technology Center, are referred to as the "Parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison".

1. AUTHORITIES.

1.1. Department Of Defense Instruction (DoDI) 4000.19, Support Agreements, 25 Apr. 2013.

1.2. DODI 6055.06, DOD Fire and Emergency Services (F&ES) Program, 21 Dec. 2006.

1.3. AR 690-400, Total Army Performance Evaluation System (Authorities for Sharing Training Programs), 16 August 1998.

1.4. AR 420-1, Army Facilities management, Chapter 25: Fire and Emergency Services, 10 Feb 2008.

2. PURPOSE: GPTC has invested considerable financial resources to achieve its goal of becoming a regional fire and rescue training center, including the funding of several new facilities that will enable firefighters to complete the vast majority of required training locally. GPTC is encouraging the use of their new and existing facilities by making them available to Fort Sill. Fort Sill, in turn is able to additionally enhance the training for the firefighters by providing the Advanced Firefighter Training Program practicum.

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3. PROBLEM: Firefighter training remains limited without a joint training effort that Fort Sill and GPTC can provide together.

4. SCOPE: Program Description. Cadets enrolled in the Advanced Firefighter Training Program offered by GPTC will be eligible to participate in a 40-hour practicum at fire stations operated by Fort Sill. The goal of the practicum is to provide cadets the opportunity to gain a better understanding of firefighting and emergency medical services by rotating through specific areas within a fire department. The practicum will be designed and conducted in a manner that will minimize the potential risk to cadets during emergency response situations.

5. RESPONSIBILITIES OF THE PARTIES:

5.1. FORT SILL WILL-

5.1.1. Admit GPTC staff members and Students onto the installation that provide the identification as may be required by the Provost Marshall, IMCOM or DoD Policy or regulation. All personnel entering Fort Sill will undergo background screening at the Visitor Control Center (VCC) prior to being granted access, be in compliance with Fort Sill policies and regulations, and with the laws of the State of Oklahoma, and will be subject to search under Federal regulations.

5.1.2. Design a 40-hour practicum that will enable cadets to observe and assist the following position/functions, Fire Chief, Assistant Fire Chief, Fire Inspector, Training Officer, Airport Crash Fire Rescue, Wildland Fire Units, and Designated Fire Companies. Hours to complete the practicum will be scheduled Monday-Saturday from 8:00 a.m.-5:00 p.m. Scheduling of specific hours for each cadet will be coordinated between the Fort Sill Fire & Emergency Services and GPTC. However, Fire & Emergency Services reserves the right to reschedule hours when the Fire Chief determines it necessary to fulfill the mission of the Department.

5.1.3. Provide a training rotation schedule for the practicum. The firefighting practicum will take place during the middle to conclusion of the "Firefighter Semester" offered at GPTC. Training scheduled for cadets will be coordinated between the Fort Sill Fire & Emergency Services Assistant Fire Chief of Training and the GPTC Advanced Firefighter Training Instructors.

5.1.4. Provide supervision/instructors while students participate in the practicum. Students will be assigned a place of duty and assigned by branch to a member of the Fort Sill Fire & Emergency Services who will provide constant instruction. The Assistant Fire Chief of Training will coordinate with the other Assistant Chief's to ensure each cadet is constantly provided a supervisor/instructor during the entire duration they are on Fort Sill property.

5.1.5. Provide all equipment it requires during training exercises that has not been acquired by GPTC for use with facilities. In the event that GPTC is in temporary

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need of replacement equipment for use in training being conducted by GPTC, Fort Sill may allow use of Fort Sill equipment, as long as it does not, in the judgment of the Fort Sill Fire Chief, interfere with the mission of Fort Sill.

5.1.6. Provide all consumable materials required during Fort Sill training exercises.

5.1.7. Provide its own instructors for training conducted by Fort Sill. On a space available basis, Fort Sill may permit individuals other than Fort Sill employees to participate in particular training sessions conducted by Fort Sill at no cost to the individuals or GPTC.

5.1.8. Be solely responsible for routine maintenance of their own equipment.

5.1.9. Be solely responsible for repair and replacement of their own equipment when necessitated by normal wear and tear.

5.1.10. Request prior approval from GPTC when extraordinary amounts of utilities will be consumed or long distance phone calls are required.

5.1.11. Immediately notify GPTC by any means reasonably available upon discovery of a defective or unsafe condition identified with equipment or facilities.

5.2. GPTC WILL-

5.2.1. Determine eligibility of students to attend the practicum. GPTC students enrolled in the Advanced Firefighter Training Program will be eligible to participate in the 40-hour practicum. Participation will require prior approval of a GPTC instructor and will only be offered to students in good academic standing.

5.2.2. Ensure students accepted into the practicum understand and complete the Student Release/Hold Harmless Agreement. Furnish one copy of the release form to Fort Sill not later than 15 days before the practicum begins.

5.2.3. Provide items of equipment and uniform items necessary to safely and effectively participate in the practicum, at no cost to Fort Sill. In addition to dress and work uniforms, GPTC will provide the following: NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting compliant Personal Protective Equipment (PPE), Boots, Turn-out Pants, Turn-out Coat, Helmet, Hood and Gloves.

5.2.4. Allow Fort Sill, at no cost, non-exclusive use of facilities now existing or hereinafter constructed on its campus that are reasonably necessary to conduct a comprehensive firefighter training program. Fort Sill shall have the right to use the facilities at any time that does not conflict with use of an activity scheduled by GPTC. Fort Sill will schedule and coordinate training to be conducted on the GPTC campus

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through the Adult Career Development Office of GPTC. The facilities within the scope of this agreement include, but are not limited to, Firefighter/Emergency Medical Technician Training Facility, Swede Survival Flashover System Facility, Firefighter Skills Facility, Confined Space Entry Module, Burn Building, Trench Rescue Facility, Pumper Apparatus Test Pits, Auto Extrication Pad, Classroom Space and Office Space.

5.2.5. Allow Fort Sill, at no cost, the non-exclusive use of equipment located on the premises of the above described facilities while the facilities themselves are being used.

5.2.6. Provide its own instructors for training conducted by GPTC. However, Fort Sill may make available on-duty Fort Sill instructors to assist with GPTC-sponsored training as long as there is a Fort Sill employee enrolled in the training and the assistance does not, in the judgment of the Fort Sill Fire Chief, interfere with the mission of Fort Sill. Fort Sill employees shall not receive any compensation for instructing GPTC sponsored training while on duty other than their wages paid by Fort Sill.

5.2.7. Provide routine maintenance of facilities within the scope of this agreement.

5.2.8. Be solely responsible for routine maintenance of their own equipment.

5.2.9. Provide repair and replacement of facilities within the scope of this agreement when necessitated by normal wear and tear. Each party shall be solely responsible for repair and replacement of their own equipment when necessitated by normal wear and tear.

5.2.10. Maintain the facilities and equipment authorized to be used by Fort Sill in a safe and usable condition. Immediately notify Fort Sill by any means reasonably available upon discovery of a defective or unsafe condition.

5.2.11. Provide utilities, including electricity, heating and air, water and sewer, and telephone service while Fort Sill uses the facilities within the scope of this agreement. Any extraordinary use of utilities, however, including long-distance telephone service shall require the prior approval of GPTC.

5.3. Both Parties Will-

5.3.1. Agree the Garrison liaison and GPTC liaison will maintain close contact and notify each other as soon as possible of any adjustments required to procedures documented in this Agreement.

5.3.2. Comply with installation emergency management plans and Installation Winter Storm Plan. The Garrison will notify GPTC of facility/post closures due to holidays, inclement weather, real time exercises, or emergency

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closure, and Force Protection access standards. GPTC will be given a point of contact for accountability purposes.

5.3.3. Agree to inform the Public Affairs Office (PAO) when any off post media coverage is involved or other media releases. All photos and testimonials must be provided to PAO and obtain PAO approval prior to release. GPTC may not invite media coverage without PAO approval.

5.3.4. Agree that Cadets participating in the Advanced Firefighter Training Program practicum will be permitted to:

5.3.4.1. Ride in Fire Department vehicles to the scenes of emergencies

5.3.4.2. Assist with hose management at the scenes of fires

5.3.4.3. Assist the driver of the Fire Department apparatus at the location of the vehicle.

5.3.4.4. Assist with maintaining the perimeter at the scenes of emergencies.

5.3.4.5. Obtain pertinent information from victims at the scenes of emergencies.

5.3.4.6. Provide rehydration for firefighters.

5.3.5. Cadets participating in the Advanced Firefighter Training Program practicum will not be permitted to:

5.3.5.1. Participate in any fire suppression activities other than hose management.

5.3.5.2. Approach or enter a burning structure under any circumstances.

5.3.5.3. Enter a structure damaged by fire.

5.3.5.4. Provide medical or other assistance to victims at the scenes of emergencies other than providing items of comfort.

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

6.3. Cadets will be responsible for furnishing their own meals while participating in the practicum.

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6.3.1. Prior to participation in the practicum each cadet and his/her legal guardian, if a minor, shall be required to execute the Student Release/Hold Harmless Agreement (Attachment 1). Students choosing not to sign the release will not be permitted to participate in the practicum.

6.3.2. While participating in the practicum cadets will have the status of GPTC students, not employees of Fort Sill. As such, cadets will only earn credits toward completion of the Advanced Firefighter Training Program and will not be entitled to any wages or benefits of employment afforded to Federal employees.

6.3.3. Failure of the student to maintain good academic standing or violation of the rules within this agreement will be grounds for disqualification from participation in the practicum.

6.3.4. Fort Sill reserves the right to refuse participation by a student in the practicum when such participation would, in the judgment of the Fire Chief, adversely affect fulfillment of the mission of the Fire Department. The basis for such refusal shall be documented and shall not be discriminatory.

7. GENERAL PROVISIONS:

7.1. For the Garrison-

7.1.1. Elva Madrigal, Installation Agreements Manager (IAM)
Phone: (580) 442-3560 or Email: elva.madrigal.civ@mail.mil.

7.1.1.2. Carleen L. Pilcher, Assistant Garrison IAM Phone: (580) 442-3111
or Email: carleen.l.pilcher.civ@mail.mil.

7.1.1.3. Fort Sill functional POC: Clint Langford, Chief, Fire and Emergency Services, Phone: (580) 442-6010 Email: clint.a.langford.civ@mail.mil.

7.1.2. For GPTC-

7.1.2.1. GPTC POC: John Noel, Director, Adult Career Development
Phone: (580) 250-5661 or Email: jnoel@greatplains.edu.

7.1.2.2. Nancy Howell, Advanced Firefighter Training Instructor
Phone: (580) 250-5582 or Email: nhowell@greatplains.edu.

7.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA may be mailed to the following addresses.

7.2.1. For The Garrison- Elva Madrigal, Installation Agreements Manager,
462 Hamilton Road, Fort Sill, OK 73503.

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7.2.2. For GPTC- Nancy Howell, 4500 W. Lee Blvd, Lawton, OK 73505.

7.3. Review of Agreement: This MOA will be reviewed on or around the anniversary of its effective date and triennially in its entirety.

7.4. Modification of Agreement: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

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

7.6. Termination of Agreement: This MOA may be terminated by either Party by giving at least 90 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

7.7. Transferability: This Agreement is not transferable except with the written consent of the Parties.

7.8. Effective Date: This MOA takes effect beginning on the day after the last Party signs. It remains in effect for nine years or until canceled by mutual agreement or until canceled by 180 days written notice to the other Party.

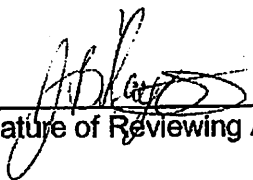
7.9. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

7.10. LIABILITY: All Federal agencies, including the U.S. Army, are subject to the Federal Tort Claims Act, 28 U.S. Code sections 2671-2680 (Act). The Act is a limited waiver of sovereign immunity, meaning the Government may be sued in tort for incidents arising out of any agent or employee's wrongful act or omission that was performed within the scope of that person's employment. The waiver of immunity is limited, but generally renders the Government liable as a private person would be under state law. The Army agrees that the Act applies to this agreement and the Army will be responsible for any injury, damage, or loss compensable under the Act. GPTC agrees that they will be responsible for any injury, damage, or loss sustained or incurred by any person caused by GPTC or its employees.

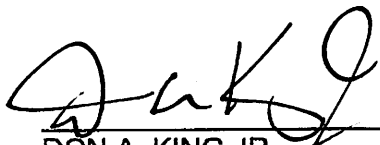
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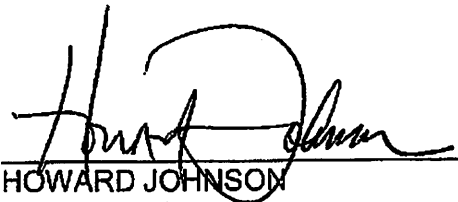
8. OSJA Review:

The US Army Garrison Command, Fort Sill Office of the Staff Judge Advocate reviewed this agreement and found it to be legally sufficient.

CPT Justin B. Hayes  14 August 2018
(Typed Name and signature of Reviewing Attorney) (Date)

Signature and Approval


DON A. KING JR.
COL, SF
Commanding


HOWARD JOHNSON
Board President

4-12-18
Date

9-4-18
Date

STUDENT RELEASE/HOLD HARMLESS AGREEMENT

Great Plains Technology Center Advanced Firefighter Training Program

Student Name _____ Birth Date _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

By affixing my signature below and/or completing other registration documents that may be required, I am enrolling and shall be considered a registered participant in the Firefighter/EMT program sponsored by the Great Plains Technology Center (GPTC), in conjunction with the City of Lawton, Lawton Public Schools, other area schools districts, Fort Sill, Department of the Army, area municipal and volunteer fire departments and the State of Oklahoma. I understand the Advanced Firefighter Training program will consist of a course of instruction inside and outside the classroom, as well as hand-on training on or off campus or other approved GPTC sites, including fire stations operated by Fort Sill and in surrounding communities.

I further understand and acknowledge that many of the activities engaged in by firefighters and emergency medical service personnel, including those that do not involve actual firefighting, are potentially dangerous and life-threatening. I, accordingly, fully appreciate and recognize that the potential risk of injury to the person or property of students participating in the Advanced Firefighter Training program is of a significantly greater likelihood than exists in normal activities. Nonetheless, being fully aware of such risks, it is my desire to participate in the program.

In consideration of my acceptance in the program, where I will be afforded the opportunity to develop career skills and reap benefits far beyond those typically gained from a traditional course of classroom instructions, I the undersigned, hereby agree (individually and as guardian of the undersigned minor) to release, acquit and forever discharge the GPTC, City of Lawton, Lawton Public Schools, State of Oklahoma, Fort Sill, Department of Army, and all other entities sponsoring or participating in the program and their officials, officers, agents and employees of and from any and all actions, causes of action, claims and demands, damages, injuries and losses of every conceivable kind, character and nature whatsoever (including, but not limited to, claims for loss or damage to property, of bodily injury, including death), costs, loss of services and expenses arising out of, resulting from, and in any way connected with, directly or indirectly, (my) (the undersigned minor's) enrollment and participation in or preparing to participate in the Advanced Firefighter Training program, or in any other manner associated with such program.

This Release and Hold Harmless Agreement shall be binding on my heirs, executor, administrators and legal representatives.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand this _____ day of _____, 20_____.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING

Student's Signature

Legal Guardian Signature
(If student is under 18 years old)

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF COMANCHE)

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared the above named _____ (Student)/_____ (Legal Guardian if student is under 18 years old), known to me to be the person(s) whose name(s) is subscribed to the foregoing Student Release/Hold Harmless Agreement and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public

My commission expires _____

Return all copies to program instructors.