



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

REPLY TO
ATTENTION OF:

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
RYDER SYSTEM, INC (RYDER)**

SUBJECT: Ryder Diesel Technician Training Program on Fort Sill (PR01)

1. PURPOSE:

1.1. This Memorandum of Agreement (MOA) establishes the parameters for cooperative support among the Fort Sill Garrison and Ryder for the use of the premises located at Fort Sill for the purpose of providing instructor led, web based training (WBT), and off site training at designated Ryder facilities. When referred to collectively, the USAG/IMCOM and Ryder are referred to as the "Parties" and when individually, USAG/IMCOM, Fort Sill is referred to as the "Garrison". Eligible Service Members (SM's) who are transitioning out of the United States Military will have access to this training.

1.2. Ryder Diesel Technician Training Program is a military to civilian transition program offered through the Garrison. Ryder will provide a 12-week program of technician training to qualified SMs. In order to qualify for the program, SM must complete all Ryder screening criteria, including but not limited to background tests, drug screening and interviews. Once the initial screening process is successfully completed, Ryder will offer the SM a contingent offer of employment in a general geographic area that includes, but is not limited to, successfully completing Ryder's 12-week technician training program, successfully passing an exam, and passing Ryder's background/drug screening.

2. AUTHORITIES:

2.1. 10 USC 1143 (e) allows eligible Service Members to participate in educational training programs.

2.2. Section 225 of Public Law 112-56, the Veterans Opportunity to Work (VOW) to Hire Hero's Act of 2011 amends 10 USC 1144 which states that the Secretary of Defense may permit a member of the armed forces eligible for assistance under the program to participate in an apprenticeship program registered under the Act.

2.3. AR 621-5, Army Continuing Education System, 11 July 2006.

SUBJECT: Ryder Diesel Technician Training Program on Fort Sill (PR01)

2.4. DoDI 4000.19, Support Agreements, 25 April 2013. 2.5. DoDI 1322.29, Instruction 1322.29, Job Training Employment Skills Training Apprenticeships and Internships (JTEST-AI) for eligible Service Members, 24 Jan 14.

2.6. DoD Directive-type Memorandum (DTM) 12-007, Implementation of Mandatory Transition Assistance Program Participation for eligible Service Members, 21 Nov 12, incorporating change 2, effective 10 Apr 14.

2.7. DoDI 1322.25, Voluntary Education Programs, incorporating change 3, effective 7 July 14.

3. PARTIES INVOLVED:

3.1. Fort Sill is a United States Army installation located in and around Lawton, Oklahoma.

3.2. Ryder System, Inc., or Ryder, is an American-based provider of transportation and supply chain management products, and is especially known for its fleet of rental trucks. Ryder specializes in fleet management, supply chain management and dedicated contracted carriage.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. THE GARRISON WILL –

4.1.1. Admit onto the installation, Ryder staff members with such 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 laws of the State of Oklahoma and will be subject to search under Federal regulations.

4.1.2. Designate a Garrison representative to maintain continuing liaison with the designated Ryder liaison representative(s).

4.1.3. Ensure training facility provides reasonable testing place accommodations for any participating SM's with disabilities.

4.1.4. Provide classroom space that will accommodate up to twelve (12) students. Classroom space will also include a whiteboard, a flip chart, and a utility table for supplies and training aides. Ryder will be responsible to provide their own commercial internet/hot spot and computers if needed.

4.1.5. Assign a locking storage area with keys to Ryder for securing classroom equipment and supplies while classroom is not in use.

SUBJECT: Ryder Diesel Technician Training Program on Fort Sill (PR01)

4.1.6. Screen SMs prior to recommending the students to participate in the Ryder program. First screenings will be made by the Garrison and SM's chain of command, and then Ryder will interview and make final selection of students to participate in the Diesel Technician Program.

4.2. RYDER WILL-

4.2.1. Appoint and designate a Ryder training facility representative to maintain continuing liaison with the Garrison liaison representative.

4.2.2. Have the option to market and promote the Ryder Diesel training program at the SFLTC, and have the option to actively participate in SFLTC sponsored events. All training or promotional items associated with the training program must also be approved by USAG.

4.2.3. Execute the Ryder Diesel training program and provide qualified instructors and all required training material.

4.2.4. Provide quarterly Diesel program metrics to the Garrison to include program start date and end date, number of students enrolled in the program, number of students that have successfully completed the program, and number of employment offers; including the position title and job location of the Ryder employment. A quarterly meeting will be scheduled between liaisons to discuss results of the Diesel program. Ryder will also submit an annual program plan within 30 days of the first class start for the calendar year and testing dates.

4.2.5. Provide a student/proctor roster no later than 72 hours prior to class start date.

4.2.6. Ensure that any modification, improvement, or addition to the premises is approved through the Garrison's Director of Public Works (DPW) and their engineers. For approved modifications, the Garrison reserves the right to require Ryder upon termination of this Agreement, to remove such alteration, improvement or addition at its sole expense, and restore the premises to its original condition.

4.2.7. Be solely responsible for providing security for its own property and equipment and the personal property and equipment of the instructor.

4.2.8. Will provide SMs participating in the Diesel Mechanic Program a stipend up to \$100 to purchase appropriate safety shoes. The SM will be required to provide appropriate receipts and documentation to be reimbursed by Ryder for the approved purchase.

4.2.9. At any time, with or without notice, for any reason, Ryder, in its sole discretion, has the right to remove any SM from the 12-week program. However, termination may not be made for unlawful discriminatory reasons in violation of Title VII.

SUBJECT: Ryder Diesel Technician Training Program on Fort Sill (PR01)

5. ALL PARTIES WILL –

5.1. Agree the Garrison liaison and Ryder liaison will maintain close contact and notify each other as soon as possible of any adjustment required to testing program dates.

5.2. Comply with installation emergency management plans and the Installation Winter Storm Plan. The Garrison will notify Ryder of all facility/post closures due to holidays, inclement weather, real time exercise, or emergency closure, and force protection access standards. Ryder will be given a point of contact for accountability purposes.

5.3. 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. Ryder may not invite media coverage without PAO prior approval.

6. PERSONNEL: Unless otherwise stated in this Agreement, each party is responsible for all costs of its personnel including pay, benefits, and support. Specifically, Garrison is responsible for the pay, benefits, and support of SMs involved in the Diesel Training Program. Each party is responsible for supervision and management of its personnel.

7. GENERAL PROVISIONS:

7.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

7.1.1. For the Garrison.

7.1.1.1. Winona Morris, winona.f.morris.civ@mail.mil or (580) 442-3560; or Carleen Pilcher, carleen.l.pilcher.civ@mail.mil or (580) 442-3111.

7.1.2. For Ryder.

7.1.2.1. Renee' Fisher, rfisher@ryder.com or (770) 814-7771.

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

7.2.1. To the Garrison. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 Hamilton Road, Fort Sill, OK 73503-9004.

SUBJECT: Ryder Diesel Technician Training Program on Fort Sill (PR01)

7.2.2. To Ryder.

7.2.2.1. Renee' Fisher, 11690 NW 105th St, Miami, FL 33178.

7.2. Renee' Fisher, Budget POC, rfisher@ryder.com or (770) 814-7771.

7.3. **REVIEW OF AGREEMENT:** This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

7.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of both Parties and duly signed by their authorized representative.

7.5. **DISPUTES:** This MOA shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles. The parties agree to and consent to the exclusive jurisdiction and venue of the courts in Miami-Dade County, Florida.

7.6. **NOT RYDER EMPLOYEES.** Throughout the Diesel Training Program, all SMs will be full military personnel and will receive all compensation and benefits (including medical benefits) through the Garrison. During the training program, SMs are not Ryder employees and Ryder will not have any responsibility with respect to any payments to SM. Garrison will indemnify and forever release and discharge Ryder from any and all workers' compensation type claims of whatever kind or nature in connection with or respect to any injury to any SM arising from, out of or directly or indirectly related to the training program. If a SM is injured during the training program, any and all military medical/health benefits will apply. Ryder will not be responsible for any such benefits.

7.7. **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. The Parties may terminate this agreement without notice if they determine, at their sole discretion that they are no longer able to meet the terms of this agreement based on military operational requirements or national emergency. The Parties may also terminate this agreement if either Party is in default of any material provision of this agreement provided that the defaulting party shall have 10 working days to cure any such default.

7.8. **TRANSFERABILITY:** This Agreement is not transferable except with the written consent of the Parties. The document survives the departure or position change of any of the signatories.

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.

SUBJECT: Ryder Diesel Technician Training Program on Fort Sill (PR01)

7.10. **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 90 days written notice to the other Party.

8. FINANCIAL DETAILS:

8.1. **AVAILABILITY OF FUNDS:** This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished by check. Any orders from public non-Federal customers are required in advance. Acceptance of a customer order requires that the performing activity agrees in writing to perform the work for the ordering (customer) activity.

8.2. **BILLING:** The Garrison will bill Ryder on a quarterly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to Ryder within 30 days before the quarter in which the transaction will occur.

8.3. **PAYMENT OF BILLS:** The Ryder paying office will forward payments, along with a copy of billed invoices and this Agreement number (PR01) to the Garrison Budget Office within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

8.4. **FINANCIAL SPECIFICS:** See Attachment A for all other details and information on the reimbursable support identified. No provision of this agreement shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC 1341.

9. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Florida.

10. **NON-ENDORSEMENT:** In accordance with the Joint Ethics Regulation (JER), USAG IMCOM Fort Sill is prohibited from endorsing or implying to endorse any non-Federal entity, event, product, service or enterprise. The Parties recognize that this Agreement does not represent USAG IMCOM Fort Sill endorsement of any other party to this Agreement.

11. **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 responsibility for any injury, damage, or loss compensable under the Act. Ryder agrees that US Army is not responsible for any negligence or willful misconduct by Ryder employees.

SUBJECT: Ryder Diesel Technician Training Program on Fort Sill (PR01)

12. **NO WAIVER.** No failure to exercise, and no delay in exercising any right, power or remedy hereunder on the part of the Army, USAG Fort Sill, Ryder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Army, USAG Fort Sill, and Ryder therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. Nothing in this agreement shall be construed as a waiver of any sovereign immunity of the Army or USAG Fort Sill.

13. **AGREED:**

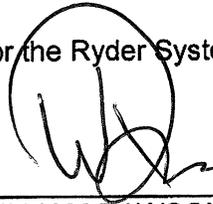
For the Garrison –



GLENN A. WATERS
COL, FA
Garrison Commander

16 June 2016
(Date)

For the Ryder System, Inc. –



WILLIAM DAWSON
VP of Maintenance and Engineering
Ryder System, Inc.

6/20/16
(Date)

ATTACHMENT A

Financial Details for a Reimbursable MOA

1. Reimbursable support accounted for below: areas identified for reimbursement, but not limited to, are electric, water, gas, refuse, sewage, custodial, and cable. Any modifications or upgrades to utilities, building modifications, fire support, and hazardous waste accidents are also reimbursable but will be identified and billed per specific occurrence.

2. Ryder will be given classroom space for a three week diesel mechanic training program several times per year on an as needed basis. The twelve week course will consist of 3 weeks of classroom and 9 weeks of hands on training in a separate facility. Associated costs for three weeks of classroom training are estimated to be \$242.00 per course offering.

3. Financial Points of Contact:

Supplier: Garrison Resource Management Office, Budget Office, 462 NW Hamilton Road, Suite 106, Fort Sill, OK 73503. Identify Agreement PR01 on correspondence.

Receiver: Ryder, Renee' Fisher. 11690 NW 105th St, Miami, FL 33178. Identify Agreement PR01 on correspondence.

Incidents/occurrences caused by Ryder which require fire support or hazardous waste response will be a reimbursable expense. If necessary, fire support rates will be as follows:

Fort Sill Fire & Emergency Services. Cost methodology for Ryder reimbursement. Objective: Outline reimbursement strategy for Ryder. Methods and objectives based on other privatization efforts.

	Explanatory material	This document outlines the basic emergency responses and the resources needed for each. Detailed explanations are below. The basic concept is that the Fire sheets document standard responses and the resources required based on OSHA, DOD, and Army Requirements. This document neither mandates that amount of equipment for each emergency nor do they limit the response to the estimated mix of manpower and equipment. Senior Officials retain the authority to deviate from these planning estimates at any time.
Column or sheet	Information	
	Basic Calculation	(FEMA cost x number of vehicles) + (Labor Rates of responders) + (Admin cost of \$25) = Hourly rate for the specific emergency
	Types of Emergencies	Listed are the basic types of emergencies which necessitate a different mix of manpower and equipment.

	Vehicle number required	Based on preplanned SOPs, Plans, or regulations				
	Vehicle Cost	The 2010 FEMA Schedule of Reimbursement rates will be used.				
	# of personnel	Based on preplanned SOPs, Plans, or regulations. The estimated number of Firefighters, Medics, and supervisors for each type of emergency.				
	Labor Rates	Civ pay costs are figured as an hourly rate based on USAG Fort Sill Firefighter Rates. It is the mid-range rate of each position.				
	Administrative Costs	The administrative costs are a set fee. It is based on the time spent per emergency for required labor such as 911 or emergency call processing, emergency communications, required documentation such as log books, National Fire Incident Reports, Blotter Report, and other Fire, EMS, and Police Reports.				
	Total Costs	The total cost is an estimate only. It is based on a per hour rate for vehicles and personnel plus a set fee for administrative costs. These costs will be calculated for each emergency based on the actual time spent on the Quarterly Response Reports.				
Rates						
Position/Vehicle	Hourly Rate					
Fire Inspector	\$20.00	Chief Officer	\$26.99			
Chief-2 (Command)	\$27.00	Captain	\$20.19			
Fire Truck	\$80.00	Driver	\$19.31			
Truck, Fire Ladder	\$150.00	Firefighter	\$18.24			
Haz Mat	\$70.00	Fire Inspector	\$22.40			
* Haz Mat unit not listed by FEMA, so we used the least expensive fire truck rate (pumper)						
* Labor Rates for emergency responders are that of Organic resources (Fort Sill Fire Firefighters)						
* Labor Rates for Fire Inspectors are that of Organic resources (Fort Sill Fire Inspectors)						