



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
AMONG
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
UNITED ASSOCIATION (UA) OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA
AND
UNITED ASSOCIATION INTERNATIONAL TRAINING FUND (ITF)**

SUBJECT: Career Skills Service Member Training Program for Sprinkler Fitters (PU03)

This is a Memorandum of Agreement (MOA) among USAG Fort Sill Garrison, the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (UA) and the United Association International Training Fund (ITF). When referred to collectively, the USAG/IMCOM and UA/ITF are referred to as the "Parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison".

1. AUTHORITIES:

1.1. 10 USC 1143(e) allows eligible Service Members to participate in educational training programs.

1.2. 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.

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

1.4. DoDI 4000.19, Support Agreements, 25 April 2013.

1.5. DoDI 1322.29, Instruction 1322.29, Job Training Employment Skills Training Apprenticeships and Internships (JTEST-AI) for eligible Service Members, 24 Jan 14.

1.6. 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.

1.7. DoDI 1322.25, Voluntary Education Programs, incorporating change 2, effective 23 May 14.

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2. **PURPOSE:** This Memorandum of Agreement (MOA) establishes the parameters for cooperative support among the Fort Sill Garrison and UA/ITF for the use of the premises located at Fort Sill for the purpose of providing sprinkler fitting training through the UA Veterans In Piping (VIP) program to eligible Service Members who are transitioning out of the United States Military upon completion of their active duty service obligation.

3. PARTIES INVOLVED

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

3.2. UA a multi-craft union whose members are engaged in the fabrication, installation and servicing of piping and sprinkler fitting systems.

3.3. The ITF is a multi-employer benefit plan that provides training, equipment and financial assistance to UA sponsored local joint training programs throughout the United States. The ITF is a 501 (c) (3) tax exempt entity administered by a Board of Trustees comprised of an equal number of representatives of the UA and employers signatories to one or more bargaining agreements with the UA.

4. Responsibilities of the Parties

4.1. The Garrison will –

4.1.1. Admit onto the installation, institutional faculty and staff members with such identification as may be required by the Provost Marshall, IMCOM and/or DoD Policy regulations. All vehicles entering the installation shall be in compliance with the laws of the State of Oklahoma and are subject to search under Federal regulations. Vehicles owned by the institution will be clearly marked as such.

4.1.2. Designate a Garrison representative to maintain continuing liaison with the designated UA/ITF liaison representative.

4.1.3. Oversee the execution and scheduling of class sessions of the UA/ITF sprinkler fitter program, which will consist of an 18 week course in the UA/ITF sprinkler fitting affiliated apprenticeship program. All 18 weeks of the course will be conducted at the Fort Sill Garrison Industrial Training Center (ITC) or like facility located on Fort Sill.

4.1.4. Provide an outdoor area to house a caged lockable safety container for acetylene canisters, a 60 foot boom lift, scissor lift, fork lift, and a designated parking area near a fire hydrant to hook up the pipe fitting wet/dry system semi-trailer.

4.1.5. Establish a CG OPORD to authorize selected active duty Service Members to attend UA/VIP training classes commencing on or about 1 March 2015 with additional future training dates commencing as needed to support demand.

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4.1.6. Ensure the training facility provides reasonable training place accommodations for any participating Service Members with disabilities.

4.1.7. Provide space for up to 20 students for both classroom and equipment work stations.

4.1.8. Allow use of break room area with refrigerator and microwave during course scheduled dates.

4.2. UA/ITF will –

4.2.1. Be responsible for the placement of eligible students in the UA/ITF sprinkler fitter program, and provide job placement for all Service Members who successfully complete the sprinkler fitter program through referral to an appropriate UA sponsored Joint Apprenticeship Training Committee (JATC) for direct entry into the JATC's program of education as provided for by the JATC's Standards of Apprenticeship.

4.2.2. Provide the networking and connecting functions that are essential to successful employment and rewarding careers.

4.2.3. Assume overall responsibility for the execution of the sprinkler fitting program which will consist of an 18 week course in sprinkler fitter training resulting in the direct entry into a UA affiliated apprenticeship program.

4.2.4. Appoint and designate a UA/ITF training facility representative to maintain continuing liaison with the Garrison liaison representative.

4.2.5. Provide a dedicated training team, qualified instructors, training material, and quarterly program metrics to the Garrison to include course start date and end date, number of students enrolled in the course, number of students that completed the course, and number of job placements; including the referral and job location of the UA/ITF sponsored JATC direct entry program. Instructors will also maintain attendance records for the purposes of Command control for all class sessions and alert the Garrison liaison representative of any absences. A quarterly meeting will be scheduled between liaisons to discuss results of the program. UA/ITF will also provide an annual course plan within 30 days of the first class start for the calendar year.

4.2.6. Provide an instructor and student roster no later than 72 hours prior to class start date.

4.2.7. Pay in advance (quarterly) for UA/ITF's proportional share of utilities at the provided facility in accordance with attachment A. Reimburse by advance payment for any modifications, upgrades, hazmat spills, damage to structures where UA/VIP is at fault or mission unique services to conduct the training class.

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4.2.8. Be responsible to remove snow/ice from UA/ITF specified driveway and parking lot areas, if required for UA/ITF convenience. The Installation Winter Storm Plan provides snow removal for primary and secondary roads on Fort Sill.

4.2.9. Maintain, at its own expense, throughout the term of the Agreement, appropriate public liability insurance covering its equipment and the premises and the use and occupancy of same. Any policy providing such coverage shall provide for waiver of subrogation. Insurance certificate will show the Garrison as an "additional insured" and will be for minimum of \$1,000,000 of liability coverage.

4.2.10. Bear sole responsibility for strict compliance with all applicable environmental standards as well as any applicable federal state, and local laws, and immediately notify the government liaison telephonically of any accidents involving personnel or hazmat spills.

4.2.11. Bear responsibility for the servicing and maintenance of its own property and equipment.

4.2.12. Provide consumable items used in providing instruction for the day-to-day operation of the Garrison premises used.

4.2.13. 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 UA/VIP upon termination of this Agreement, to remove such alteration, improvement or addition at its sole expense, and restore the premises to its original condition.

4.2.14. Be solely responsible for providing security for its own property and equipment and the personal property and equipment of the instructors and students.

5. All Parties will –

5.1. Agree the Garrison liaison and UA/ITF liaison will maintain close contact and notify each other as soon as possible of any adjustment required to class schedules.

5.2. Comply with installation emergency management plans and the Installation Winter Storm Plan. The Garrison will notify UA/ITF of all facility/post closures due to holidays, inclement weather, real time exercise, or emergency closure, and force protection access standards.

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

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5.4. Agree to a screening process for Service Members to become students. First screenings will be made by the Garrison and Service Members chain of command, and then UA/ITF will interview and make final selection of students to attend UA/ITF training.

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.

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 UA/ITF.

7.1.2.1. Michael Hazard, mikeh@uanet.org or (310) 720-5228; or Eric Packard ericp@uanet.org or (410) 269-2000.

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. 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.

7.2.2 To UA/ITF Michael Hazard, and Eric Packard, 3 Park Place, Annapolis, MD, 21401.

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 the Parties and duly signed by their authorized representative. Each Party shall provide sufficient advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

7.5. **DISPUTES:** Any disputes relating to this MOA will be subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the

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Parties in accordance with DoDI 4000.19. The Garrison Commander has final decision making authority after consulting with all signatories.

7.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 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 MOA may also be terminated at any time upon the mutual written consent of the Parties. USAG may terminate this agreement without notice if USAG determines, at its sole discretion that it is no longer able to meet the terms of this agreement based on military operational requirements or national emergency. USAG may also terminate this agreement if UA 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.

7.7. 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.

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

7.9. 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.

7.10. EXPIRATION DATE: This Agreement expires nine years after the date of the last signature.

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 the ITF on a quarterly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to the ITF within 30 days before the quarter in which the transaction will occur.

8.3. PAYMENT OF BILLS: The UA/ITF paying office will forward payments, along with a copy of billed invoices and this Agreement number 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.

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8.4. **FINANCIAL SPECIFICS.** See Attachment A for all other details and information on the reimbursable support identified in paragraph 4. 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 Oklahoma.

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.** The United States Army (Army) is self-funded for liability purposes. The UA/ITF are solely responsible for any injury, damage, or loss sustained or incurred by any person as a result of any course of activity requirement, demonstration or exercise, or by the acts or omissions of their employees. UA/ITF agree that it will fully indemnify the Army and or the United States Government for any loss, judgment, or expense resulting from any action filed against it or them in any jurisdiction arising from activities for which the UA/ITF are solely responsible.

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, the UA/ITF 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, the UA/ITF 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.

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13. **AGREED:**

For the UA –



WILLIAM P. HITE
General President
United Association of Journeyman

2/10/15

(Date)

For the ITF –



ERIC PACKARD
Director
United Association ITF

2/10/15

(Date)

For the Garrison –



GLENN A. WATERS
COL, FA
Garrison Commander

17 Feb 2015

(Date)

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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. Internet decisions for Bldg 2502 are still being developed and costs negotiated. Internet costs will be included as reimbursable after it is available and costs are known.

2. UA/ITF will be given bay area space for an eighteen week sprinkler fitter training program that will run back to back annually. UA/ITF will use approximately 32% of Bldg 2502. Associated costs for that percentage are estimated to be \$27,425 annually. Quarterly payments of \$6,856 will be provided to Budget. The costs will be reviewed and recalculated quarterly and reimbursement will be based on actual cost.

3. Financial Points of Contact:

Supplier: Garrison Resource Management Office, Budget Office, 462 NW Hamilton Road, Suite 106, Fort Sill, OK 73503. Identify Agreement PU03 on correspondence.

Receiver: UA/ITF. Eric Packard, (410) 269-2000 or ericp@uanet.org. Identify Agreement number PU03 on correspondence.

If necessary, fire support rates will be as follows:

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| Fort Sill Fire & Emergency Services. Cost methodology for UA/ITF reimbursement. Objective: Outline reimbursement strategy for UA/ITF. Methods and objectives based on other partnerships. | | |
| | 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 | $(\text{FEMA cost} \times \text{number of vehicles}) + (\text{Labor Rates of responders}) + (\text{Admin cost of } \$25) = \text{Hourly rate for the specific emergency}$ |

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|--|-------------------------|---|--|---------|--|--|--|
| | 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) | | | | | | | |
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