



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
WARRIORS 4 WIRELESS, Inc. (W4W)**

SUBJECT: Career Skills Service Member Training Program for Wireless Training (PW03)

This is a Memorandum of Agreement (MOA) between USAG Fort Sill Garrison and the Warriors 4 Wireless, Inc. (W4W). When referred to collectively, the USAG/IMCOM and W4W are referred to as the "Parties". USAG/IMCOM, Fort Sill is also 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 between the Fort Sill Garrison and W4W for the use of the premises located at Fort Sill for the purpose of providing a wireless training 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. W4W is a nonprofit career development program designed exclusively for transitioning military service members and veterans; providing them a unique opportunity to become trained and employed for careers in the wireless telecommunications infrastructure industry in the installation and maintenance of towers and broadband systems. W4W is located at 4400 Fair Lakes Ct, Fairfax, VA 22033.

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1. **THE GARRISON WILL –**

4.1.1. Admit W4W staff members and customers 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 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 W4W liaison representative.

4.1.3. Oversee the execution and scheduling of class sessions of the W4W wireless training program, which will consist of 2 15-day courses pertaining to wireless training (tower and broadband). The two courses will be conducted at B2502 Soldier for Life Transition Complex (SFLTC) or like facility located on Fort Sill.

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

4.1.5. Provide space for 4 to 16 students for both classroom and equipment work stations.

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

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4.1.7. Provide basic contact information of transitioning service members from Fort Sill for the sole purposes of recruiting into the W4W training program and/or direct placement opportunities in the telecommunications industry.

4.2. **W4W WILL –**

4.2.1. Appoint and designate a W4W training facility representative to maintain continuing liaison with the Garrison liaison representative.

4.2.2. Be responsible for the placement of eligible students in the W4W wireless program, and provide job placement for all Service Members who successfully complete the wireless training program.

4.2.3. Provide Market and promote the W4W training program at the SFLTC, and actively participate in SFLTC sponsored events.

4.2.4. Assume overall responsibility for the execution of the wireless training program which will consist of 2 separate 3 week courses in wireless training resulting in the direct entry into the W4W job placement program.

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. 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. W4W will also provide an annual course plan and an annual marketing 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 W4W's proportional share of utilities at the provided facility in accordance with attachment A. Reimburse by advance payment for any modifications, upgrades, or mission unique services to conduct the training class.

4.2.8. Be responsible to remove snow/ice from W4W specified driveway, and parking lot areas, if required for W4W 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.

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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 W4W 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.

4.2.15. Ensure personnel entering Fort Sill undergo background screening at the Visitor Control Center (VCC) prior to being granted access onto the installation. 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.

5. ALL PARTIES WILL –

5.1. Agree the Garrison liaison and W4W 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 W4W 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. W4W may not invite media coverage without PAO approval.

5.4. Agree to mutually explore the possibility of constructing a fully active communication tower on Fort Sill as a future site for tower training.

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5.5. 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 W4W will interview and make final selection of students to attend W4W training.

5.6. Agree to review the Parties marketing plans monthly to analyze their effectiveness and any needs to modify and improve marketing concepts.

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 W4W.

7.1.2.1. Vince Patton, vpatton@warriors4wireless.org or (202) 567-6428.

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 W4W. Dr. Vince Patton, President/ CEO, Warriors 4 Wireless, 4400 Fair Lakes Ct, Fairfax, VA 22033.

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.

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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 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. 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 W4W 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.

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 W4W on a quarterly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to the W4W within 30 days before the quarter in which the transaction will occur.

8.3. **PAYMENT OF BILLS:** The W4W paying office will forward payments, along with a copy of billed invoices and this Agreement number (PW03) 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 in paragraph 4.2.7. No provision of

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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:** 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. W4W agrees that they will be responsible for any injury, damage, or loss sustained or incurred by any person caused by W4W or its employees.

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 W4W 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 W4W 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 W4W –



Dr. Vincent W. Patton III
President and CEO,
Warriors 4 Wireless, Inc.

6/22/2016

(Date)

For the Garrison –



GLENN A. WATERS
COL, FA
Garrison Commander

June 27th 2016

(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. W4W will be given classroom space for a three week wireless communication training program several times per year on an as needed basis. 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 PW03 on correspondence.

Receiver: W4W, Vince Patton, 21000 Atlantic Blvd, Suite 700, Sterling, VA 20166. Identify Agreement PR01 on correspondence.

Incidents/occurrences caused by W4W 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 W4W reimbursement. Objective: Outline reimbursement strategy for W4W. 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						
* 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)							