

**MEMORANDUM OF AGREEMENT  
BETWEEN  
OKLAHOMA ARMY NATIONAL GUARD (OKARNG)  
AND  
UNITED STATES ARMY GARRISON (USAG), FORT SILL  
FOR  
AGREEMENT NUMBER: W912L6-16285-104**

This is a Memorandum of Agreement (MOA) between the Oklahoma Army National Guard (OKARNG) and the United States Army Garrison (USAG) Fort Sill. When referred to collectively, the Oklahoma Army National Guard and the United States Army Garrison (USAG) Fort Sill are referred to as the "Parties."

**1. REFERENCES:** Pertinent regulations that govern the responsibilities of the parties under this Agreement are:

- 1.1 DODI 4000.19, Support Agreements, 25 April 2013.
- 1.2 AR 25-400-2, Army Records Information Management Systems, 2 October 2007.
- 1.3 AR 95-23, Unmanned Aircraft System Flight Regulations, 2 July 2010.
- 1.4 AR 385-10, The Army Safety Program, 27 November 2013.
- 1.5 Fort Sill Regulation 95-1, Aviation: General Provisions and Flight Regulations, 31 October 2015.
- 1.6 Fort Sill Regulation 95-23, Unmanned Aircraft Systems Flight Regulations, UAS Flight Regulations, 19 June 2013.
- 1.7 Fort Sill Regulation 385-1, Safety: Post Range Regulation, 24 June 2016.
- 1.8 TC 3-04.11, Commander's Aviation Training and Standardization Program, 03 August 2016
- 1.9 AR 95-1, Flight Regulations, 11 March 2014.
- 1.10 AR 95-2, Air Traffic Control, Airfield/Heliport, and Airspace operations, 31 March 2016.
- 1.11 Email, MAJ Carl Bennett, 45 BSTB, 5 Oct 2016, subject: MOA for Daring Warrior 17.

**2. AUTHORITY:** The authority for entering into this Memorandum of Agreement is outlined in Department of Defense Instruction 4000.19, Support Agreements

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and the National Guard Regulation (NGR) 5-2, National Guard Support Agreements.

**3. PURPOSE:** To set forth the conditions under which operating procedures and responsibilities for providing and receiving support by the OKARNG to the USAG Fort Sill for the purpose of the Daring Warrior Training Exercise (15 thru 30 October 2016).

**4. RESPONSIBILITIES OF THE PARTIES:**

**4.1. The OKARNG will:**

4.1.1 Provide personnel for the following positions: Officer In Charge (OIC), Instructor/Operator (IO), Mission Coordinator (MC), Mission Briefing Officer (MBO), Final Mission Approval Authority (FMAA), Crew Chief (CE), Ground Crew Member (GCM), maintenance, and administrative support.

4.1.2 Provide the following equipment: RQ-7B Shadow Tactical Unmanned Aircraft System (TUAS) and all associated equipment.

4.1.3 Support the following tasks: Reconnaissance, Surveillance, Battle Damage Assessment (BDA), Radio Retransmission, Laser Designation/Spotting, Direct Video Lines, Direct Communication Lines and all tasks associated with the Aircrew Training Program.

4.1.4 Provide GSA vehicles to include fuel costs associated with exercise.

4.1.5 Provide maintenance for equipment throughout the duration of the loan to include Class II, Class III and Class IX as required for daily maintenance and operation of equipment.

4.1.6 Reimburse USAG Fort Sill via MIPR for lodging and rations as required.

4.1.7 The OKARNG TUAS Platoon will operate under its organic Standard Operating Procedures (SOPs) and will follow USAG Ft Sill established policies and guidelines for the duration of this MOA.

4.1.8 In the event of a Class A, B, C, D, E, F TUAS aviation accident, provide the accident investigation team if required to conduct the TUAS accident investigation. All accidents will be investigated jointly.

**4.2 The USAG Fort Sill will:**

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4.2.1 Provide training and range venues as necessary on a non-reimbursable basis.

4.2.2. Provide lodging and rations on a reimbursable basis to the OKARNG for the duration of the exercise.

4.2.3 In the event of a Class A, B, C, D, E, F TUAS aviation accident, assist with the accident investigation team. All accidents will be investigated jointly.

**5. MODIFICATION OF AGREEMENT:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

**6. TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.

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

**8. ALLOCATION OF RISK:** Each party agrees to assume liability for its own risk associated with activities under or pursuant to this MOA.

**9. DISPUTES:** Any disputes relating to this 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.

**10. TERMINATION OF AGREEMENT:**

7.1 This MOA may be terminated by either Party by giving at least 30 days written notice to the other party. The MOA may also be terminated at any time upon mutual written consent of the Parties. This agreement may be extended for a like term by mutual agreement in writing by both parties hereto. Any modification or amendment to this Agreement shall be in writing and approved by the Parties.

7.2. EFFECTIVE DATE: This MOA takes effect beginning 15 October 2016.

7.3. EXPIRATION DATE: This MOA expires on 30 October 2016.

**11. POINTS OF CONTACTS:** The individuals named below shall serve as the respective points of contact for all correspondence pertaining to this MOA.

OKARNG (45<sup>TH</sup> BSTB)  
MAJ Carl M. Bennett  
(405) 573-4105

USAG-FORT SILL (FCoE G5)  
CPT Vinh Q. Bui  
(580) 442-5465

**Memorandum of Agreement between the Oklahoma Army National Guard (OKARNG) and the United States Army Garrison (USAG), Fort Sill for Agreement Number: W91216-16285-104**

Email: carl.m.bennett.mil@mail.mil

Email: vinh.q.bui.mil@mail.mil

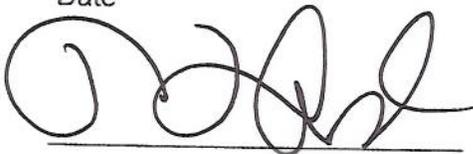
OKARNG-Deputy G4  
LTC David W. Mackey  
(405) 228-5277  
Email: david.w.mackey.mil@mail.mil

**AGREED:**

  
Digitally signed by  
BENNETT.CARL.MAHLON.1178929328  
DN: c=US, o=U.S. Government, ou=DoD,  
ou=PKI, ou=USA,  
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Date: 2016.11.21 09:34:52 -06'00'

CARL BENNETT  
MAJ, MS  
XO, 45<sup>TH</sup> BSTB

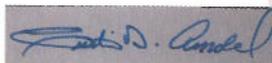
Date



ROBBIE L. ASHER  
Major General, OKARNG  
The Adjutant General of the  
State of Oklahoma

28 NOV 16

(Date)

  
Digitally signed by  
ARNOLD.CURTIS.DEWAYNE.1121949942  
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ou=PKI, ou=USA,  
cn=ARNOLD.CURTIS.DEWAYNE.11219499  
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Date: 2016.11.21 10:45:29 -06'00'

CURTIS D. ARNOLD  
Colonel, NGB  
USPFO for Oklahoma

(Date)



SAMUEL W. CURTIS  
COL, SF  
Commanding

9 Nov 2016

Date

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EREMIAH.JAM  
ES.1150150635  
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ou=PKI, ou=USA,  
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Date: 2016.10.13 10:50:28 -05'00'

JEREMIAH J. HAGEMEIER  
MAJ, JA  
Deputy Staff Judge Advocate