



DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL  
909 NW HAMILTON ROAD, SUITE 112  
FORT SILL, OKLAHOMA 73503-9004

REPLY TO  
ATTENTION OF:

**MEMORANDUM OF AGREEMENT (MOA)  
AMONG  
UNITED STATES ARMY GARRISON (USAG) FORT SILL  
AND  
167<sup>th</sup> MILITARY POLICE DETACHMENT (CID)  
AND  
LAWTON POLICE DEPARTMENT (LPD)  
AND  
COMANCHE COUNTY SHERIFF'S OFFICE (CCSO)  
AND  
COMANCHE COUNTY DISTRICT ATTORNEY (DA)  
AND  
COMANCHE COUNTY COURT CLERK (CCCC)  
AND  
COMANCHE COUNTY DETENTION CENTER (CCDC)  
AND  
REYNOLDS ARMY HEALTH CLINIC (RAHC) FORT SILL  
  
RAHC #W44SMA-17039-001 or USAG #NL01**

**SUBJECT:** Support of the Coordination of Off-Post Intimate Partner Violence, and Child Abuse/Neglect Cases Involving Military Personnel

This is a MOA between USAG, CID, LPD, CCSO, DA, CCCC, CCDC, and RAHC. When referred to collectively, the USAG, CID, LPD, CCSO, DA, CCCC, CCDC, and RAHC are referred to as the "Parties".

1. **BACKGROUND.** The Army Community Covenant initiative is designed to foster and sustain effective State and local community partnerships in improving the quality of life (QOL) for Soldiers and their Families, both at their current duty stations and as they transfer from State to State. The Army Community Covenant is tailored to the local level, with leaders at both local and State levels participating in covenant signing ceremonies recognizing the strength of Army Soldiers, their Families and the support of the local community. Intimate partner violence and child abuse/neglect cases, including intimate partner sexual assault and sexual abuse of a child, involving Soldiers and their Family Members occur both on and off post. The Army Community Covenant offers the

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opportunity to develop and strengthen a coordinated community response to Intimate Partner Violence and Child Abuse with our local partners.

## 2. AUTHORITIES.

2.1. Department of Defense Instruction (DoDI) 4000.19, Support Agreements, 25 April 2013.

2.2. United States vs. Caceres, 440 U.S. 741 (1979).

2.3. Privacy Act, 5 USC 552a.

2.4. Department of Defense (DoD) 6025.18R, DoD Health Information Privacy Regulation, 24 January 2003.

2.5. Army Regulation (AR) 40-66, Medical Record Administration and Healthcare Documentation (\*RAR 022, 4 January 2010).

2.6. AR 600-20, Army Command Policy, 6 November 2014.

2.7. AR 608-18, The Army Family Advocacy Program, (\*RAR 001, 13 September 2011).

2.8. Title 22, Oklahoma Statute, Sections 40 thru 60.29

## 3. PURPOSE.

3.1. To establish written procedures concerning the exchange of information, case investigation, cases involving civilian alleged offenders, jurisdiction and coordination of efforts and assets between the USAG Directorate of Emergency Services (DES), CID, LPD, CCSO, DA, CCCC, CCDC, and the RAHC in intimate partner violence, and child abuse/neglect cases involving active duty military personnel and their family members.

3.2 This Memorandum of Agreement (MOA) does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOA is intended exclusively to provide guidance and document an agreement for general support between the DES, CID, LPD, CCSO, CCCC, CCDC and the DA. Nothing contained herein creates or extends any right privilege, or benefit to any person or entity. See United States v. Caceres, 440 U.S. 741 (1979).

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#### 4. RESPONSIBILITIES OF THE PARTIES.

##### 4.1. LPD/CCSO/CID will:

4.1.1. Have LPD/CCSO Officers that respond to or investigate intimate partner violence or child abuse/neglect cases inquire if the alleged offender or victim is an active duty Service Member or a dependent of an active duty Service Member. If the alleged offender or victim is an active duty Service Member and/or the dependents of an active duty Service Member, the responding officer(s) will make note that an active duty Service Member and/or the dependents of an active duty Service Member are involved. The individual departments will develop internal policy to recognize these reports and will forward them to DES, ATTN: Provost Marshall Office (PMO).

4.1.2. Have the Civil Process Division review the Domestic Relations Cover Sheet and note if an active duty Service Member or a dependent of an active duty Service Member is involved when CCSO Civil Process Division receives a copy of a temporary or permanent Civil Protection Order (CPO), issued by a court of competent jurisdiction. During service of the Protective Order, the Service Officer should also inquire if either party is an active duty Service Member or a dependent of an active duty Service Member. If an active duty Service Member or a dependent of an active duty Service Member is involved, the Civil Process Division will forward a copy of the protective order thru the Civil Liaison Office to DES Attn: PMO.

4.1.3. Have responding officers distribute pocket service guides provided by the Directorate of Family, Morale, Welfare and Recreation/Family Advocacy Program (DFMWR/FAP) to active duty Service Members who are involved in intimate partner violence or child abuse/neglect incidents if necessary. CCSO will pick up cards from the Civil Liaison Office as necessary and deliver them to LPD and for distribution by CCSO officers.

4.1.4. When an incident of intimate partner violence or child abuse/neglect involving active duty Service Members occurs off post, the LPD (for incidents occurring within the Lawton City limits) or the CCSO (for incidents occurring within its jurisdiction outside of the City of Lawton) will be the lead agency in the investigation. The LPD or the CCSO may, at their discretion, conduct joint investigations with DES/CID. When such joint investigations are conducted, LPD/CCSO will provide DES/CID officers an area to conduct interviews of active duty Service Members and/or dependents following investigator coordination.

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4.1.5. Arrests by LPD/CCSO will be made on the situation at hand, the establishment of probable cause and, at the investigator's discretion, coordination with the DA's office. Emergency Ex-Parte Protection Orders will be considered and requested only under extraordinary circumstances.

4.1.6. Provide all victims of intimate partner violence or child abuse/neglect incidents involving an active duty Service Member or a dependent of an active duty Service Member with basic information (acquired from the DFMWR/FAP) about Fort Sill resources available to victims of violence.

**4.2. CCCC will:** Upon receipt of a Petition of Protective Order, attempt to determine if either party of the protective order is an active duty Service Member or the dependent of an active duty Service Member. If an active duty Service Member or the dependent of an active duty Service Member is involved, an appropriate annotation will be made on the Protective Order Domestic Relations Cover Sheet.

**4.3. CCDC will:** Allow DES use of their jail (as space will allow) to detain federal offenders, when approved by the Special United States Attorney on-call.

**4.4. USAG will:**

4.4.1. Have the DFMWR/FAP provide basic information such as pocket service guides to the DES Liaison Office for distribution to the LPD/CCSO.

4.4.2 Have the Office of the Staff Judge Advocate (OSJA) coordinate with the DA Office regarding prosecutorial jurisdiction.

4.4.3. Have DES PMO perform the following actions:

4.4.3.1. Coordinate with local law enforcement agencies when abuse occurs off the military installation, or when the assistance of local law enforcement is required to conclude an investigation.

4.4.3.2. Designate the Civil Liaison Section to act as liaison to LPD/CCSO and to receive copies of incident/investigation reports stemming from an incident occurring off the installation and CPOs involving active duty Service Members or the dependents of the active duty Service Members.

4.4.3.3. Immediately notify the Service Member's Command and the Criminal Law Division, of the OSJA upon receipt of a copy of an incident/investigation report

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stemming from incidents off the installation or a CPO involving an active duty Service Member or the dependents of active duty Service Members.

4.4.3.4. Notify FAP Manager (FAPM) and the Family Advocacy Program Clinical (FAP-C) or their designees, within 24 hours of all incidents and reports of intimate partner violence and child abuse/neglect.

4.4.3.5. Maintain a copy of the Military Protective Order (MPO) received from a Service Member's command at the Military Police Desk and ensure a copy is provided to the liaison to be forwarded to LPD/CCSO in accordance with (IAW) the National Defense Authorization Act of 2009.

4.4.3.6. Provide LPD/CCSO with an area for Police Department officers or investigators to conduct interviews of active duty Service Members and the dependents of the active duty Service Members who are involved in intimate partner violence or child abuse/neglect incidents when needed.

4.4.3.7. Conduct joint investigations, when appropriate, with LPD/CCSO if incidents of intimate partner violence or child abuse/neglect involve active duty Service Members and the dependents of active duty Service Members.

4.4.3.8. Assist the LPD/CCSO when investigating cases that occur off post by providing information such service records, and incident/investigation reports from incidents occurring under the jurisdiction of the DES IAW the relevant provisions of the Privacy Act, 5 USC 552a and AR 340-21, para. 3-1(g).

4.4.3.9. Ensure the following training is conducted:

4.4.3.9.1. Crisis intervention training is provided for all federal police performing law enforcement duties within 90 days of being assigned duties that would typically require them to respond to intimate partner violence or child abuse/neglect.

4.4.3.9.2. Conduct training, in coordination with the FAPM, which covers the physical and emotional trauma associated with all forms of intimate partner violence and child abuse/neglect and proper management procedures.

4.4.3.9.3. Require refresher training of all federal police annually.

**4.5. DA will:** Coordinate with OSJA, Criminal Law Division, regarding prosecutorial jurisdiction.

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**4.6. FAP-C RAHC will:** Perform the following actions in intimate partner violence and child abuse/neglect cases:

4.6.1. The Case Review Committee (CRC) makes treatment recommendations to the Command of active duty Service Member. The Command has the authority to order active duty Service Members to participate in mandatory treatment. As a health care system, RAHC can recommend treatment to active duty Service Members and/or the dependents of active duty Service Members. If necessary, RAHC may request the Command to assist in making the treatment program a priority for active duty Service Members.

4.6.2. Recommend treatment to the subject's family as necessary.

4.6.3. Provide the treatment summary, include acceptance into a treatment program and progress reports after receiving a written request (DA Form 4254) from the DA's office or PD/CCSO. (Note: FAP-C will coordinate with Patient Administration Division to ensure the requested information is appropriate for release IAW HIPAA, AR 40-66, Freedom of Information Act and Privacy Act, 5 USC 552a.)

4.7. All Parties mutually agree:

4.7.1. Each party shall waive all claims against the other for compensation of any loss, damage, injury, or death occurring as a consequence of the performance of this agreement.

4.7.2. Personnel from DES, LPD and CCSO shall meet, as necessary and appropriate, to discuss open cases involving active duty Service members and to share information regarding reciprocal investigations.

4.7.3. 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.

5. **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. **GENERAL PROVISION.**

6.1. **POINTS OF CONTACT:** The following POCs 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 Parties.

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6.1.1. For the USAG:

6.1.1.1. Functional POC for DES is Joe Glanzer at (580)442-8703 or email [alan.j.glanzer.civ@mail.mil](mailto:alan.j.glanzer.civ@mail.mil).

6.1.1.2. Functional POC for FAP is Lisa Jansenrees at (580) 442-6458 or email: [lisa.e.jansenrees.civ@mail.mil](mailto:lisa.e.jansenrees.civ@mail.mil).

6.1.1.3. MOA POC: Ms. Winona Morris, (580) 442-3560, fax ext. 7978, e-mail: [winona.f.morris.civ@mail.mil](mailto:winona.f.morris.civ@mail.mil).

6.1.2. For the LPD: James T. Smith, (580) 581-3270/3200 or email: [jsmith@cityof.lawton.ok.us](mailto:jsmith@cityof.lawton.ok.us).

6.1.3. For the CCSO: Kenny Stradley, (580) 353-4282, fax (580) 585-5327, or email: [comcosher@yahoo.com](mailto:comcosher@yahoo.com).

6.1.4. For the DA: Fred Smith, (580) 585-4444, or email: [fred.smith@dac.state.ok.us](mailto:fred.smith@dac.state.ok.us).

6.1.5. For the CCCC: Robert Morales, (580) 355-4017 or email: [robert.morales@oscn.net](mailto:robert.morales@oscn.net)

6.1.6. For the CCDC: William Hobbs, (580) 250-1902, ext. 104 or Sandy MacDonald at (580) 250-1902, ext. 101, or emails: [bill.hobbs@comanchecounty.us](mailto:bill.hobbs@comanchecounty.us) or [sandy.macdonald@comanchecounty.us](mailto:sandy.macdonald@comanchecounty.us).

6.1.7. For the RAHC:

6.1.7.1. RAHC DBH FAP-C: William Heathco, at (580) 442-4491 or email: [William.d.heathco.civ@mail.mil](mailto:William.d.heathco.civ@mail.mil).

6.1.7.2. RAHC MOA: Racheal Crabtree at (580) 558-2863, Fax 558-2057, or email: [racheal.a.crabtree.civ@mail.mil](mailto:racheal.a.crabtree.civ@mail.mil).

6.1.8 For the CID: Chief Scott Roeske at (580) 442-8853 or email [scott.a.roeske.mil@mail.mil](mailto:scott.a.roeske.mil@mail.mil).

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

SUBJECT: Support of the Coordination of Off-Post Intimate Partner Violence and Child Abuse/Neglect Cases Involving Military Personnel.

6.2.1 To the USAG: Ms. Winona Morris, Garrison Agreements Manager, Manpower and Agreements Division, Resource Management Office (RMO), 467 NW Hamilton Road, Fort Sill, OK 73503-9004.

6.2.2. To the LPD: James T. Smith, 10 SW 4th Street, Lawton, OK 73501.

6.2.3. To the CCSO: Kenny Stradley, 315 SW 5th Street, Room 101, Lawton, OK 73501.

6.2.4. To the DA: Fred Smith, 315 SW 5th Street Room 501, Lawton, OK 73501.

6.2.5. To the CCCC: Robert Morales, 315 SW 5<sup>th</sup>, Lawton, OK 73501.

6.2.6. To the CCD: William Hobbs, 315 SW 5<sup>th</sup> Street, Room 208, Lawton, OK 73501.

6.2.7. To the RAHC: ATTN: MCUA-RMA (Racheal Crabtree), 4301 Wilson Street, Fort Sill OK 73503.

6.2.8 To the CID: ATTN: Chief Scott Roeske, 2635 Miner Road, Fort Sill, OK 73503.

6.3. 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.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative. Each Party shall provide sufficient advance notice in writing to the other Parties prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

6.5. 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 IAW DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may terminated by any of the Parties by giving at least 90 days written notice to the other Parties. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.



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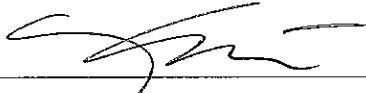
6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA, with references and authorities incorporated herein, embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This Agreement expires 9 years from the effective date.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes the previously signed agreement between the same Parties with the subject "Support of the Coordination of Off-Post Domestic Violence and Sexual Assault Cases Involving Military Personnel" Agreement# NL01 or MUA-037-11, and the effective date of 17 January 2011.

7. AGREED.

  
\_\_\_\_\_  
SAMUEL W. CURTIS  
COL, SF  
Commanding

MAR 31 2017

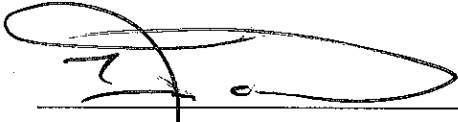
\_\_\_\_\_  
(Date)

*(see attached)*  
\_\_\_\_\_  
JAMES T. SMITH  
Chief of Police  
Lawton Police Department

3/16/17  
\_\_\_\_\_  
(Date)

*(see attached)*  
\_\_\_\_\_  
SCOTT ROESKE  
Special Agent in Charge  
Fort Sill CID

3/16/17  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
KENNETH A. LEMONS  
COL, MS  
Commanding, RAHC

20170329  
\_\_\_\_\_  
(Date)

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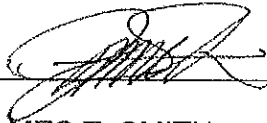
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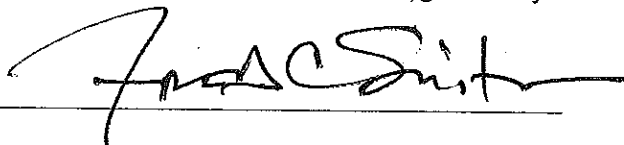
  
\_\_\_\_\_  
SCOTT ROESKE  
Special Agent in Charge  
Fort Sill CID

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KENNETH A. LEMONS  
COL, MS  
Commanding, RAHC

*16 MARCH 2017*  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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FRED SMITH  
District Attorney  
Comanche County

3/3/17  
(Date)

(see attached)

ROBERT MORALES  
Court Clerk  
Comanche County

3/30/17  
(Date)

(see attached)

WILLIAM HOBBS  
Jail Administrator  
Comanche County

3/30/17  
(Date)

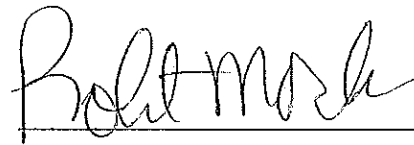
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FRED SMITH  
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(Date)

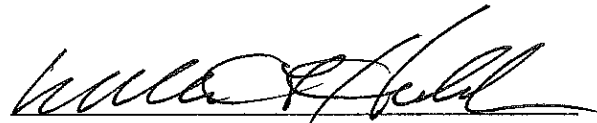


ROBERT MORALES  
Court Clerk  
Comanche County

03-30-17

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(Date)



WILLIAM HOBBS  
Jail Administrator  
Comanche County

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(Date)

3-30-17

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KENNY STRADLEY  
Sheriff  
Comanche County

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(Date)

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FRED SMITH  
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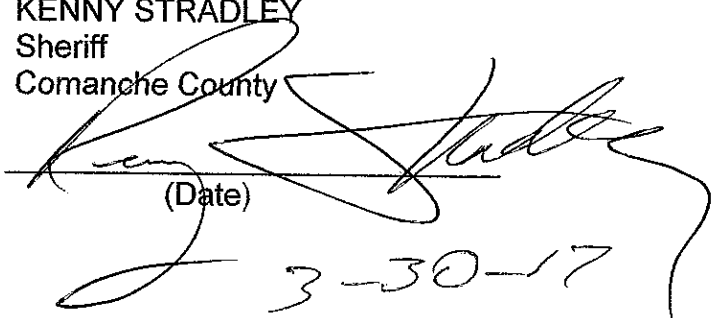
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KENNY STRADLEY  
Sheriff  
Comanche County

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(Date)



3-30-17