



UNITED STATES MARINE CORPS
MARINE FORCES SPECIAL OPERATIONS COMMAND
PSC BOX 20116
CAMP LEJEUNE, NC 28542-0116

3307
G-7

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MARINE FORCES SPECIAL OPERATIONS COMMAND (MARFORSOC)
AND
THE CITY of PASCAGOULA, MS and PASCAGOULA POLICE DEPARTMENT

1. Purpose. The purpose of this memorandum is to memorialize the approval by the municipal leadership of the City of Pascagoula, MS, and Pascagoula Police Department (hereinafter collectively referred to as "Pascagoula Police Department and/or City") for MARFORSOC to conduct training in City of Pascagoula, MS. MARFORSOC requests that the city grants MARFORSOC the authority to periodically conduct required training within the City of Pascagoula, MS. All such training will be coordinated under the guidelines set forth in this agreement. All personnel involved in these exercises will be consenting military personnel, government civilian workers, or contractors; no private citizens will be part of or involved in the training exercises in any manner.

2. Approval. The Pascagoula Police Department hereby agrees to permit members of MARFORSOC (to include all military, civilian, and contractor support personnel) to conduct military training, to include Surveillance, Advanced Communications, Raid, Reconnaissance, Convoy, Foot Movement of Troops and Equipment, Drop Zone, Landing or Pick up Zone, other air operations, and other required training necessary to develop special operations skills within the boundaries of City of Pascagoula, MS. Training and informal meetings will be restricted specifically to commercial/restaurant and public gathering areas of the above stated city and will not involve direct contact with the local populace. Any training to be conducted on private property in the above-mentioned city will be coordinated with and approved by the property owners involved. This approval is subject to the following:

a. This MOU becomes effective upon execution by the Pascagoula Police Department, MS and MARFORSOC and will run for five (5) years from the date of execution of the last signing party unless sooner terminated under the provisions of paragraph

9(b). This MOU recognizes that MARFORSOC may conduct training in the city limits of Pascagoula, MS on occasions over that time. Prior to conducting any training, MARFORSOC will provide advance written notice to civilian leadership and law enforcement officials. The notice will include current contact information, training personnel points of contact, type of training to be conducted, areas to be utilized during training and dates of intended usage. The information will be provided to give the City of Pascagoula, MS the maximum possible visibility over training and to provide notice to law enforcement activities of our presence in the area. Every effort will be made by MARFORSOC to provide written notice at least thirty (30) days in advance of any training in order to allow sufficient time for both parties to mutually resolve any outstanding issues and address any concerns. During the conduct of any training, MARFORSOC will conduct daily liaison with the designated law enforcement personnel.

b. MARFORSOC shall not knowingly use any commercial/public gathering areas in any unlawful way.

c. 31 U.S.C. Sect. 1341, "The Anti-Deficiency Act", prohibits open-ended indemnification and "hold harmless agreements" by the U.S. Government. However, sovereign immunity is waived if any damages do occur, in order to hold the federal government liable. The U.S. Government is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA) 10 U.S.C. 2733, as applicable, for any injury to persons or damage to property proximately caused by acts or omissions of Government employees acting within the scope of their employment. The FTCA, and supporting case law, provides several means of recovery for negligent acts of Government personnel. The injured party may submit a claim directly against the U.S. Government; a defendant may implead the U.S. Government as a third-party tortfeasor; or a defendant may later pursue the U.S. Government in a separate indemnity action or claim submission, for any amounts paid to the injured party due to negligence of the U.S. Government. A perfected claim requires a completed U.S. Government Standard Form 95 and proof substantiating the claimed amount. Other documentation may be required on a case by case basis. Claims packages may be submitted to the below offices by email, fax, or standard mail. For required documents, see http://www.jag.navy.mil/organization/code_15_packets_forms.htm. Claims packages may be submitted to the Camp Lejeune Office by standard mail.

MEMORANDUM OF UNDERSTANDING BETWEEN MARFORSOC AND CITY OF PASCAGOULA AND
PASCAGOULA POLICE DEPARTMENT

Commanding General
LSSS-E (Claims)
PSC Box 20005
MCIEAST-MCB
Camp Lejeune, NC 28542-0005

3. For all training exercises, MARFORSOC, via the officer in charge (OIC) of the exercise, will ensure that local law enforcement is informed of all areas, times, and dates that will be utilized for training. All activities conducted at these venues will be appropriate for the intended training objective. Additionally, MARFORSOC staff will embed a liaison element within the Pascagoula Police Department that will notify the requisite elements of the Pascagoula Police Department of any activity within each district. MARFORSOC instructors will either be on site or in the vicinity of training in order to critique training as well as function as an on-site liaison to ensure training is conducted in accordance with this agreement. In the event a situation presents itself involving local law enforcement, an Exercise Participant Card will be provided that includes contact information of the MARFORSOC leadership responsible for the training and the MARFORSOC Public Affairs Office. The Pascagoula Police Department will intervene and act as they deem necessary to handle and resolve any situation.

4. Unless otherwise agreed upon in writing, MARFORSOC training activities within the city limits of Pascagoula, MS will be low-impact and low-visibility. MARFORSOC activities will not attract undue attention, nor should the conduct of activities alert any civilians/members of the establishment who are in the immediate area. If a civilian/non-law enforcement official or uniformed member of local law enforcement approach and begin to question any personnel conducting training about their activities, the personnel conducting training will provide an Exercise Participant Card and Military Identification Card. The personnel conducting training will contact their OIC in any situation where civilians or law enforcement personnel intervene in the training. In this instance, all personnel conducting training will comply with instructions from local law enforcement officials and will immediately inform their OIC.

5. Prior to the start of the exercise, MARFORSOC members will receive classes and be thoroughly briefed on the safety plan and rules of training. No personal vehicles are authorized for use by the Marines conducting this training. Tactical vehicles, rental and/or government plated vehicles consisting of sedans,

mini-vans, and sport utility vehicles will be utilized during this training.

6. MARFORSOC personnel conducting training will not conduct concealed carry of firearms at any time during training. MARFORSOC personnel will not conduct open carry of firearms, simulated firearms, or pyrotechnic devices during active training in City of Pascagoula, MS without advance notice to Pascagoula Police Department.

a. "Active training" does not include transportation of weapons between training locations.

b. MARFORSOC may be permitted to carry firearms, simulated firearms, or pyrotechnic devices on a case-by-case basis. In such instances, MARFORSOC will provide a description of the desired activity to the Pascagoula City Manager and the Pascagoula Police Department in the required notification letter four weeks prior to commencement of the exercise. MARFORSOC will coordinate with the Pascagoula Police Department detailing the starting and ending point of each movement, time of movement, activities to be exercised, make/model/license plate of vehicles, and number of personnel executing activity. The Pascagoula City Manager and the Pascagoula Police Department maintains the right to refuse to permit the desired activity. Any refusal will be provided by the Pascagoula City Manager or the Pascagoula Police Department in writing in response to the notification within two weeks of receipt of the notification of training.

7. All MARFORSOC personnel will be in civilian attire or military uniforms; however, they will be able to always produce an Exercise Participant Card and a government identification card. All MARFORSOC personnel conducting training and exercise staff will obey all traffic laws and posted speed limits. At no time will MARFORSOC personnel engage in any activity that will put themselves or others in danger, and they will obey all orders from civilian law enforcement agencies. The training exercise will culminate when all exercise participants have departed the City area. The MARFORSOC OIC will notify the Pascagoula Police Department upon completion of the exercise. The MARFORSOC OIC will provide the Pascagoula Police Department a signed copy of this document and a copy of the notification for each training event for the record.

8. Non-Disclosure. City of Pascagoula, MS agrees not to disclose any MARFORSOC tactics, techniques, and procedures, methods of training, or exercise concepts or scenarios that City of Pascagoula may learn during discussions with MARFORSOC about exercises or by observation during the conduct of an exercise. Additionally, City of Pascagoula, MS agrees not to disclose the identity of MARFORSOC personnel conducting training or, if not active-duty Marines, their affiliation with MARFORSOC (e.g., contracted civilian role players or members of other armed services). Furthermore, City of Pascagoula agrees not to disclose the locations or dates of the MARFORSOC exercises beyond those with a need to know within the City of Pascagoula, MS's affiliation.

9. Modification or Termination

a. Modifications to this MOU must be in writing and signed by authorized representatives of the City of Pascagoula and MARFORSOC. The representative for MARFORSOC can be contacted at MARFORSOC, SJA: Office of the Staff Judge Advocate, PSC Box 20116, Camp Lejeune, NC 28542-0116 or via phone at 910-440-0928. The representative for the office of the Pascagoula Police Department can contact Chief Matt Chapman or via phone at 228.762.2211 / 228.938.6658 and via email at mchapman@cityofpascagoula.com / cweeks@cityofpascagoula.com .

b. This MOU shall remain in effect for five (5) years from the date of execution of the last signing party. Both the City of Pascagoula, MS and Pascagoula Police Department and MARFORSOC retain the right to terminate this MOU at any time, with ninety (90) days written notice to the other party, for any reason.

Deputy Chief of Staff

Date: _____

Matt Chapman
Police Chief
City of Pascagoula, MS

Date: _____