

ORIGINAL
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RESOLUTION NO.: R-2014-086

Authorizing the City Manager and Chief of Police to execute a Memorandum of Understanding between the U.S. Marine Corps Forces, Special Operations Command (MARSCO) and the City of Columbia and City of Columbia Police Department

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 16th day of September, 2014, that the City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Memorandum of Understanding, or on a form to be approved by the City Attorney, between the U.S. Marine Corps Forces, Special Operations Command (MARSCO) and the City of Columbia and City of Columbia Police Department.

Requested by:

Chief of Police _____


Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:

City Clerk

Introduced: 9/16/2014
Final Reading: 9/16/2014



UNITED STATES MARINE CORPS
U.S. MARINE CORPS FORCES
SPECIAL OPERATIONS COMMAND
PSC BOX 20116
CAMP LEJEUNE, NORTH CAROLINA 28542-0116

IN REPLY REFER TO:
3307
G-7

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
U.S. MARINE CORPS FORCES, SPECIAL OPERATIONS COMMAND (MARSOC)
AND
COLUMBIA, SC

Subj: MEMORANDUM OF UNDERSTANDING

1. Purpose. The purpose of this memorandum is to memorialize the approval by the municipal leadership of the City of Columbia, SC for MARSOC to conduct training in Columbia, SC starting October 16, 2014. MARSOC requests that the City of Columbia, SC, grant MARSOC the authority to periodically conduct required training within the city. 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 City of Columbia, SC, hereby agrees to permit members of MARSOC (to include all military, civilian and contractor support personnel) to conduct military training, to include surveillance training, advanced communications training and other required training necessary to develop special operations skills, within the boundaries of the City of Columbia, SC. 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 City of Columbia and MARSOC and will run for three (3) years from the date of execution of the last signing party unless sooner terminated under the provisions of paragraph 7(b). This MOU

Subj: MEMORANDUM OF AGREEMENT

recognizes that MARSOC intends to conduct training in Columbia, SC, on multiple occasions over that time period. Prior to conducting any training, MARSOC 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 in order to give the City of Columbia, SC 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 MARSOC to provide written notice at least two weeks 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, MARSOC will conduct daily liaison with the designated law enforcement personnel.

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

c. If damage to public property or facilities are incurred as the result of members of MARSOC, claims will be forwarded to the MARSOC Office of the Staff Judge Advocate for review and forwarded to the Camp Lejeune Claims Office. Claims will be processed and adjudicated pursuant to applicable Federal Laws and Regulations. This contact information will be made readily available to the City of Columbia, SC, if needed to make a claim against MARSOC. Currently, the MARSOC SJA office may be reached at (910)440-0925, Bret.white@socom.mil, or at the letterhead address ATTN: MARSOC SJA.

d. Parties to this MOU understand that claims against the government for damage, loss, or injury suffered by any person or entity as a result of MARSOC activities in the City of Columbia, SC, shall be forwarded to the Office of the Staff Judge Advocate for review and forwarded to the Camp Lejeune Claims Office for processing adjudication pursuant to applicable Federal Laws and Regulations. This contact information will be made readily available to any person seeking to make a claim against MARSOC. Currently, the MARSOC SJA office may be reached at (910)440-0925, Bret.white@socom.mil, or at the letterhead address ATTN: MARSOC SJA.

3. For all training exercises, MARSOC, via the officer conducting the exercise (OIC), will ensure that local law enforcement is informed of all areas, times and dates that will

Subj: MEMORANDUM OF AGREEMENT

be utilized for training. All activities conducted at these venues will be appropriate for the intended training objective. Additionally, MARSOC instructors will embed a liaison element within the City of Columbia, SC that will notify the requisite elements of the office of any activity within each district. MARSOC evaluators and site controllers 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 MARSOC leadership responsible for the training and the MARSOC Public Affairs Office. The City of Columbia, SC will intervene and act as they deem necessary to handle and resolve any situation.

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

5. Prior to the start of the exercise, MARSOC 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. Rental and/or government plated vehicles consisting of compact cars, sedans, mini-vans, and sport utility vehicles will be utilized during this training.

6. MARSOC trainees will not carry firearms, simulated firearms, or pyrotechnic devices during the course of training in the City of Columbia, SC.

7. All MARSOC personnel will be in civilian attire; however, they will be able to produce an Exercise Participant Card and a government identification card at all times. All MARSOC participants and exercise staff will obey all traffic laws and

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posted speed limits. At no time will MARSOC 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 MARSOC exercise staff will provide the City of Columbia, SC a copy of the role-player identification cards and a vehicle identification packet containing all vehicles participating in the exercise. The training exercise will culminate when all exercise participants have departed the City of Columbia, SC area. The MARSOC OIC will notify the City of Columbia, SC upon completion of the exercise. The MARSOC OIC will provide the City of Columbia, SC a signed copy of this document and a copy of the notification for each training event for the record.

8. Modification or Termination

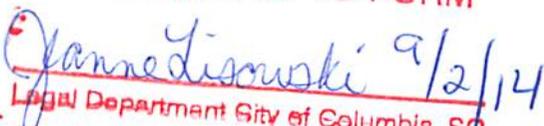
a. Modifications to this MOU must be in writing and signed by authorized representatives of the City of Columbia, SC and MARSOC. The representative for MARSOC can be contacted at Headquarters, G-7 ATTN: Operations, Camp Lejeune, NC 28542 or via phone at (910) 440-0244. The representative for the City of Columbia, SC is Teresa Wilson can be contacted via phone at (803) 545-3075 or (803) 545-3011, or Chief of Police, W.H. Holbrook at chiefholbrook@colubmiasc.net.

b. This MOU shall remain in effect for three (3) years from the date of execution of the last signing party. Both the City of Columbia, SC and MARSOC retain the right to terminate this MOU at any time, with ninety (90) days written notice to the other party, for any reason.

JOHN J. FITZGERALD
Deputy Chief of Staff, MARSOC


TERESA WILSON
City Manager
1737 Main Street
Columbia, SC 29201

W.H. HOLBROOK
Chief of Police, City of Columbia, SC
1 Justice Square
Columbia, SC 29201

APPROVED AS TO FORM

Legal Department City of Columbia, SC