

**RESOLUTION NO.: R-2013-108**

*Authorizing the City Manager to execute Memorandum of Understanding between the City of Columbia and the United States Marine Corps Forces, Special Operations Command (MARSCO) for use of City property for training exercises*

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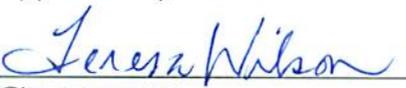
BE IT RESOLVED by the Mayor and City Council this 10th day of December, 2013, that the City Manager is authorized to execute the attached Memorandum of Understanding between the City of Columbia and the United States Marine Corps Forces, Special Operations Command (MARSCO) for use of City property for training exercises.

Requested by:

City Manager \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 12/10/2013  
Final Reading: 12/10/2013



**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:  
3570  
G-3

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**U.S. MARINE CORPS FORCES, SPECIAL OPERATIONS COMMAND (MARSOC)**  
**AND**  
**THE CITY OF COLUMBIA, S.C.**

Subj: MEMORANDUM OF UNDERSTANDING

Encl: (1) Sample Notification letter  
(2) Sample Exercise Participant's Letter

1. Purpose. The purpose of this memorandum is to set forth an agreement between MARSOC and the City of Columbia, South Carolina. MARSOC requests that the City of Columbia, S.C. grant MARSOC the authority to periodically conduct training within the city. All personnel involved in these exercises will be consenting military personnel or contractors; no private citizens will be part of or involved in the exercise in any manner.

2. Agreement. The City of Columbia, S.C. hereby agrees to permit MARSOC (including military and federal civilian employees and contractor support personnel) to periodically conduct training, to include surveillance training, SERE training (Survival, Evasion, Resistance, Escape), advanced communications training, and other required instruction necessary to develop special operations skills within the boundaries of Columbia, S.C. Training and informal meetings will be restricted specifically to commercial properties 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 jurisdiction will be coordinated with and approved by the property owners involved. This MOU is subject to the following terms and conditions:

a. That this MOU becomes effective immediately following execution by the City of Columbia, S.C. and MARSOC. Intended period of usage is three (3) years from the date of execution, and thereafter until terminated under the provisions of paragraph 7(b)

b. That MARSOC be granted access to the above mentioned county in support of scheduled training coordinated through the Assistant City Manager for Public Services

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

d. That access to the jurisdiction is free of charge. If recurring reimbursable expenses or damage to commercial/public

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facilities are incurred, cooperatively produced agreements or other documents will be necessary to fully fund and execute the intent of this MOU.

e. That the City of Columbia, SC is not liable to MARSOC for damages or destruction to Government property or equipment, or injury or death to Government personnel. MARSOC holds harmless the City of Columbia, S.C. Office for any claims resulting from injury to persons or damage to property proximately caused by acts or omissions of Government employees acting within the scope of their employment. MARSOC 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 provides a means of recovery for negligent acts of Government personnel. The MCA provides a means of recovery for damages or injuries caused by military personnel conducting non-combat activities, including training, that are not the result of negligent acts. In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA. A damaged party may submit a claim for damages to the Claims Processor via the Office of the Staff Judge Advocate, Marine Corps Base Camp Lejeune, North Carolina.

f. That this MOU is not transferable to any third party.

3. MARSOC personnel will ensure that the Assistant City Manager for Public Services and local law enforcement is informed of all specific locations that will be utilized for training in writing, 30 days prior to conducting the exercise, via a Notification Letter. A sample Notification Letter is included as Enclosure (1). All activities conducted at these venues will be appropriate with each selected site's purpose. Additionally, MARSOC staff will provide an estimated time window for each site to the Assistant City Manager for Public Services on a daily basis, if requested, to ensure proper and timely dissemination to law enforcement authorities in the area. MARSOC instructors will either be on site or in the vicinity of training to not only critique the training, but to function as an on-site liaison to ensure training is conducted in accordance with this agreement. In the event a situation presents itself involving civilian(s), an Exercise Participant Card (enclosure 2) will be provided that includes contact information of MARSOC leadership responsible for the training and the MARSOC Public Affairs Office.

4. Training will be conducted in the following phases;

I. Common Skills Phase: Basic Military Operational Skills will be refreshed and Core Plus skills introduced to the training unit prior to the conduct of any practical application exercise in an off-base setting. This instruction is designed to reinforce and expand on Military Occupational Specialty (MOS) skills in a simulated permissive/semi-permissive environment. The course is designed to gradually expand the operational area as the students demonstrate

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proficiencies in conducting the various functions and requirements of special operations training.

II. Specific Actions on Objective: The MARSOC students will conduct surveillance activities at designated off-base sites located inside a defined operational area. These specific activities should attract no 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 students will contact the course Chief Instructor 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 the Chief Instructor.

5. Prior to the start of the exercise, the Marines will receive extensive instruction and will be thoroughly briefed on the safety plan and rules of training. No tactical or personal vehicles are authorized for use by the Marines conducting this training, unless noticed in writing prior to the training. Rental and/or government plated vehicles consisting of sedans, mini-vans, and sport utility vehicles will be utilized during this training.

6. All personnel will be in civilian attire, but will be able to produce an Exercise Participant Card and government identification card at all times. All MARSOC Marines and exercise staff will obey traffic laws and posted speed limits. At no time will MARSOC personnel engage in any activity that will put themselves or others in danger, and will obey all orders from civilian law enforcement agencies. MARSOC staff will provide to the Assistant City Manager for Public Services a copy of the role-player identification cards and a vehicle identification packet containing all vehicles participating in the exercise if requested. The training exercise will culminate when all exercise participants have departed the City Area. MARSOC will notify the Assistant City Manager for Public Services upon completion of the exercise via phone call if requested. The MARSOC G3 staff will provide the City Manager's Office a signed copy of this document for the record.

7. Modification or Termination

a. Modifications to this MOU must be in writing and signed by authorized representatives of the City of Columbia, S.C. and MARSOC. The representative for the MARSOC can be contacted at Headquarters, MARSOC, and ATTN: G3 Operations, Camp Lejeune, NC 28542 (910) 440-0860, and the representative for the City of Columbia at \_\_\_\_\_  
Phone: \_\_\_\_\_ email: \_\_\_\_\_

b. This MOU will remain in effect for three (3) years from the date of execution. Both the City of Columbia, S.C. and MARSOC have

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the right to terminate the MOU at anytime, with ninety (90) days written notice to the other party, for the below reasons:

- 1) Mutual agreement of the City of Columbia and MARSOC; or
- 2) Inability by either party to comply with terms of this agreement.

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MICHAEL M. SWEENEY  
COL, USMC  
Deputy Commander

  
TERESA B. WILSON  
CITY MANAGER, COLUMBIA S.C.