

RESOLUTION 2020-01

A RESOLUTION AUTHORIZING A MEMORANDUM
OF UNDERSTANDING BETWEEN MARINE FORCES,
SPECIAL OPERATIONS COMMAND (MARFORSOC)
AND THE CITY OF BELLE MEADE, TN AND BELLE
MEADE POLICE DEPARTMENT

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE, as follows:

1. That the Mayor is authorized to execute in the form attached hereto as Exhibit A, a memorandum of understanding under which the City of Belle Meade, TN and the Belle Meade Police Department would agree to permit members of MARFORSOC to conduct military training necessary to develop special operations skills within the boundaries of Belle Meade, TN, if needed.

DATE OF ADOPTION:

January 15, 2020



Mayor James V. Hunt



City Recorder Edie Glaser



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

IN REPLY REFER TO:
3307
G7

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

1. Purpose. The purpose of this memorandum is to memorialize the approval by the municipal leadership of the City of Belle Meade, TN and Belle Meade Police Department for MARFORSOC to conduct training in Belle Meade city limits if needed. MARFORSOC requests that the city grant MARFORSOC the authority to periodically conduct required training within the city limits. 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 Belle Meade, TN and Belle Meade 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 helicopter operations, and other required training necessary to develop special operations skills within the boundaries of City of Belle Meade, TN. 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 Belle Meade, TN and Belle Meade Police Department and MARFORSOC and will run for five (5) years from the date of execution of the last signing party unless sooner terminated under the

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provisions of paragraph 7(b). This MOU recognizes that MARFORSOC intends to conduct training in the City of Belle Meade, TN on multiple occasions over that time period. 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 (see enclosures (1) and (2)). The information will be provided in order to give the City of Belle Meade, TN 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.

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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 Belle Meade Police Department that will notify the requisite elements of the Belle Meade 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 Belle Meade 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 in the Belle Meade Police Department will be low-impact and low-visibility. MARFORSOC 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 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,

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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 the course of active training in City of Belle Meade, TN without advance notice to Belle Meade 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 Belle Meade Police Department in the required notification letter four weeks prior to commencement of the exercise. MARFORSOC will coordinate with Belle Meade 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 Belle Meade Police Department maintains the right to refuse to permit the desired activity. Any refusal will be provided by Belle Meade 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 produce an Exercise Participant Card and a government identification card at all times. 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 Belle Meade Police Department upon completion of the exercise. The MARFORSOC OIC will provide the Belle Meade Police Department Office a signed copy of this document and a copy of the notification for each training event for the record.

8. Non-Disclosure. City of Belle Meade, TN agrees not to disclose any MARFORSOC tactics, techniques, and procedures, methods of training, or exercise concepts or scenarios that City

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of Belle Meade may learn during discussions with MARFORSOC about exercises or by observation during the conduct of an exercise. Additionally, City of Belle Meade, TN 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, Belle Meade Police Department agrees not to disclose the locations or dates of the MARFORSOC exercises beyond those with a need to know within the City of Belle Meade, TN's affiliation.


9. Modification or Termination

a. Modifications to this MOU must be in writing and signed by authorized representatives of the City of Belle Meade and MARFORSOC. The representative for MARFORSOC can be contacted at MARFORSOC, ATTN: 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 Belle Meade Police Department of City of Belle Meade, TN can be contacted at Belle Meade Police Department or via phone at 615.297.0241, and via email at teads@citybellemeade.org

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 Belle Meade and Belle Meade 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.

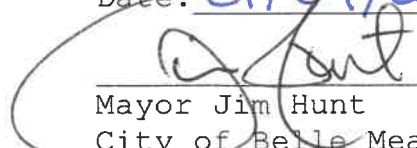
Deputy Chief of Staff
MARFORSOC

Date: 1/16/2020



Tim Eads
Belle Meade Police Dept.
City of Belle Meade

Date: 01/09/2020



Mayor Jim Hunt
City of Belle Meade

Date: 01/16/2020