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TO: Board of County Commissioners
Karen Keith, Chairman
Stan Sallee
Ron Peters

DATE: January 10, 2019

REFERENCE: Memorandum of Understanding - (Board of County Commissioners) -
U.S. Marine Corps Forces, Special Operations Command (MARSOC) -
for Planned Training in Tulsa County

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. The MARSOC will execute this MOU and subsequent to its review and approval. Please let me know if you have any questions.

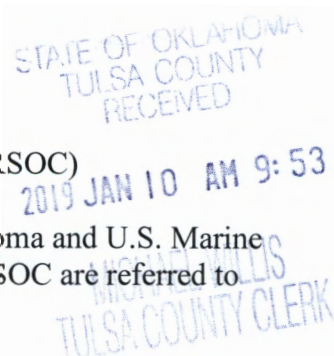
Respectfully,

A handwritten signature in purple ink that reads "Nolan M. Fields IV".

Nolan M. Fields IV
Assistant District Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF TULSA, OKLAHOMA
AND

U.S. MARINE CORPS FORCES, SPECIAL OPERATIONS COMMAND (MARSOC)



This is a Memorandum of Understanding (MOU) between the County of Tulsa, Oklahoma and U.S. Marine Corps Forces, Special Operations Command (MARSOC). The municipality and MARSOC are referred to collectively as the “Parties.” Pursuant to DoDI 4000.19.

1. PURPOSE: The County has approved MARSOC’s planned training in the County. The purpose of this MOU is to put that approval in writing. All such training will be coordinated under the guidelines set forth in this MOU and applicable laws and regulations. Pursuant to DoDI 4000.19.

2. UNDERSTANDING OF THE PARTIES:

2.1. The County of Tulsa, Oklahoma understands that—

2.1.1. Members of MARSOC (all appropriate military, civilian, and contractor support personnel) will be conducting military training within the municipality’s boundaries on a recurring basis, to include: surveillance; advanced communications; raids, reconnaissance; convoy; foot movement of troops and equipment; drop zone; landing or pick-up zone and other helicopter operations; and other required training necessary to develop special operations skills.

2.1.2. Unless the Parties otherwise agree in writing, MARSOC training activities will be low-impact and low-visibility. Training and informal meetings will be restricted specifically to the municipality’s commercial and public gathering areas and will not involve direct contact with the local populace.

2.1.3. Personnel conducting training will not conduct concealed carry of firearms at any time. Personnel conducting training will not conduct open carry of firearms, simulated firearms, or pyrotechnic devices during training within the municipality’s boundaries without advance notice to the local civilian law enforcement agencies (LEAs). Personnel conducting training may transport weapons between training locations.

2.1.4. Tactical vehicles and rental or U.S. Government vehicles consisting of sedans, minivans, and sport utility vehicles will be utilized during training.

2.1.5. Disclosure of any MARSOC tactics, techniques, or procedures, methods of training, or exercise concepts or scenarios that the municipality may learn during discussions with MARSOC about exercises or by observation during the conduct of an exercise is unauthorized. Additionally, disclosure of the identity of MARSOC personnel conducting training or, if not active duty Marines, their affiliation with MARSOC (e.g., contracted civilian role players or members of other Military Services) is unauthorized. Finally, disclosure of the locations or dates of the MARSOC exercises beyond those with a need to know within the municipality’s affiliation is unauthorized.

2.2. MARSOC understands that—

2.2.1. MARSOC must provide written notice to the municipality's local authorities at least 30 days in advance of the first day of training. Pursuant to MARSOCO 3502.2.

2.2.2. The above notice must include current training personnel points of contact and contact information, type or types of training to be conducted, areas to be utilized during training, and dates of intended usage. Pursuant to MARSOCO 3502.2.

2.2.3. MARSOC must arrange for and conduct a detailed coordination 24 to 48 hours prior to the first day of training and throughout the training must maintain an ongoing dialogue with local authorities. Pursuant to MARSOCO 3502.2.

2.2.4. Any training to be conducted on private property in the municipality will be coordinated with and approved in writing by the property owners involved. Pursuant to DoDI 1322.28 & MARSOCO 3502.2.

2.2.5. MARSOC shall not knowingly use any of the municipality's commercial or public gathering areas in any unlawful way.

2.2.6. No personal vehicles are authorized for use by personnel conducting training.

2.3. Both parties understand that—

2.3.1 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" provide 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 include the U.S. Government as a third-party wrongdoer; 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:

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

3. PERSONNEL: Personnel conducting training will be consenting military personnel, U.S. Government civilian workers, or contractors. No private citizens will be part of or involved in the training exercises in any manner. Pursuant to DoDI 4000.19.

3.1. MARSOC, via the officer in charge (OIC) of the exercise, will make liaison with senior level officials from all local, state, and federal LEAs who have jurisdiction of the training area. In determining the appropriate

civilian officials for coordination, the MARSOC OIC will consult or arrange consultation with local government officials (mayor, borough chief, county commissioner or supervisors), and local and federal LEAs. Pursuant to DoDI 1322.28 & MARSOCO 3502.2.

3.2. In the event of any situation involving law enforcement, training participants will provide a DoD ID card and an Exercise Participant Card that includes contact information for the MARSOC leadership responsible for the training and the MARSOC Public Affairs Office. The municipality's local LEA(s) will respond as deemed necessary to resolve the situation. Personnel conducting training will inform the OIC. Pursuant to DoDI 1322.28 & MARSOCO 3502.2.

4. GENERAL PROVISIONS:

4.1. POINTS OF CONTACT: The following points of contact (POCs) will be used by the Parties to communicate in implementing this MOU. Each Party may change its POC upon reasonable notice to the other Party. Pursuant to DoDI 4000.19.

4.1.1. For the County of Tulsa, Oklahoma—

4.1.1.1 The primary point of contact for the County of Tulsa, Oklahoma, is the Office of the Chairman of the Tulsa County Board of Commissioners and can be contacted via phone at 918-596-5015, and via email at kkeith@tulsacounty.org.

4.1.1.2. The alternate point of contact for the County of Tulsa, Oklahoma, is Captain Derek Devoe at the Tulsa County Sheriff's Office and can be contacted via phone at 918-596-5729, or via email at ddevoe@tcsso.org.

4.1.2. For MARSOC—

4.1.2.1. The MARSOC primary point of contact for this memorandum is the Office of the Staff Judge Advocate, PSC Box 20116, Camp Lejeune, NC 28542-0116 or via phone at 910-440-0928.

4.1.2.2. The MARSOC alternate point of contact for this memorandum is Gunnery Sergeant Gabriel Pirman at 910-440-1176.

4.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the County of Tulsa, Oklahoma, to—

4.2.1. Tulsa County Board of Commissioners, 500 S. Denver Ave., Tulsa, OK 74103.

and, if to MARSOC, to—

4.2.2. Office of the Staff Judge Advocate, PSC Box 20116, Camp Lejeune, NC 28542-0116.

or as may from time to time otherwise be directed by the Parties. Pursuant to DoDI 4000.19.

4.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Pursuant to DoDI 4000.19.

4.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety. Pursuant to DoDI 4000.19.

4.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or IAW DoDI 4000.19.

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

4.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties. Pursuant to DoDI 4000.19.

4.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter. Pursuant to DoDI 4000.19.

4.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs. Pursuant to DoDI 4000.19.

4.10. EXPIRATION DATE: This MOU expires in five years from the date of the later- or last- signing party unless sooner terminated in writing by either Party. Pursuant to DoDI 4000.19.

4.11. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously-signed MOU between the same parties. Having none, this section is reserved. Pursuant to DoDI 4000.19.

APPROVED: [Approval authority signatures will never be alone on a blank page, pursuant to DoDI 4000.19.]

For the County of Tulsa, Oklahoma—

For MARSOC—

Chairman, Tulsa County Board of
Commissioners

Deputy Chief of Staff, MARSOC

(Date)

(Date)

Nolan M. Fields 1-10-19

APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY