

CITY OF BILOXI

AGENDA ITEM

FACT SHEET

Item No.: 55

Council Meeting Date: April 07, 2015

ITEM TITLE: RESOLUTION

INTRODUCED BY: Acting Mayor Kenny Glavan 

CONTACT PERSON: David Nichols, CAO

SUMMARY EXPLANATION: Resolution authorizing the mayor to sign agreement with SOCOM Ground and Air Special Operations Forces to conduct operations in the City of Biloxi

Resolution X Ordinance Public Hearing Routine Agenda

Exhibits for Review

Contract_____ **Minutes**_____ **Plans/Maps**_____ **Deed**_____ **Lease**_____

Other (Specify): Exhibit "A"

Submittal Authorization: Council President _____ Mayor X

STAFF RECOMMENDATION:

Staff recommends approval

COUNCIL ACTION: Motion By: _____ **Second By:** _____

Vote: Councilmember Yes No Other

[illegible]

Lawrence	_____	_____	_____
Gines	_____	_____	_____
Newman	_____	_____	_____
Deming	_____	_____	_____

Tisdale	_____	_____	_____
Glavan	_____	_____	_____
Fayard	_____	_____	_____

ACTION TAKEN:

/mw 040715aexc

Resolution No. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AGREEMENT WITH
SOCOM GROUND AND AIR SPECIAL OPERATIONS FORCES TO CONDUCT
OPERATIONS IN THE CITY OF BILOXI

WHEREAS, it is in the best interest of the City of Biloxi to provide training opportunities for our armed forces in the protection of our citizens; and,

WHEREAS, certain properties located in the city will provide training opportunities for our service members; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION 1: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified and incorporated herein.

SECTION 2: The Mayor and Municipal Clerk be, and hereby are, authorized to execute for and on behalf of the City of Biloxi an agreement between City of Biloxi and SOCOM Ground and air Special Operations Forces, in substantially the form which is attached hereto as Exhibit "A", to do any and all things required under the agreement.



Office of the Mayor

UNCLASSIFIED

Tuesday, March 31, 2015

SUBJECT: Statement of Use for Overhead Imagery Collection

1. I, Kenny Glavan hereby grant consent to the United States Government to collect overhead imagery and remote sensing data of the following facility:

N 30.399797, -88.955738: School (2003 Lawrence Blvd, Biloxi, MS 39531)

in support of government activities. As Mayor, I am authorized to provide this consent. I understand that the data collection will take place between 19 March 2015 and 8 August 2015. Furthermore, this collection will not be utilized to support local, state or federal law enforcement in order to protect the constitutional rights of the people of this community.

2. The point of contact for this action is undersigned.

Kenny Glavan
Acting Mayor

140 Lameuse St.
P. O. Box 429
Biloxi, MS 39533
228-435-6254
Fax: 228-435-6129

UNCLASSIFIED

Visit online at
biloxi.ms.us

(SEP 11) ALL PREVIOUS EDITIONS ARE OBSOLETE

UNCLASSIFIED



31 March 2015

Commander,
USASOC
BLDG# 2929 Desert Storm Drive
Fort Bragg, NC 28310

Via: Mr. Francisco Oquendo
JADE HELM Operations
USASOC, G-35
Fort Bragg, NC 28310

Dear Sir:

On the behalf of the City of Biloxi, Mississippi you and the men of the United States Special Operations Command are hereby cordially invited to conduct military training ISO JADE HELM 15 within our jurisdiction from August 1st to August 8th, 2015. The properties and surrounding areas of concern are: (Boundary Information below)

"Closed School" 2003 Lawrence Boulevard, Biloxi, MS 39531

"Closed Casino" 160 5th Street, Biloxi, MS 39530

"Warehouse" 185 8th Street, Biloxi, MS 39530

I fully understand from Mr. Pearson's presentation that this training will involve ground operations, aerial operation and maritime operations. I further understand and appreciate that this training has been coordinated through and approved by local law enforcement agencies and all affected property owners.

The City of Biloxi, Mississippi is pleased to support United States Special Operations Forces as they develop the techniques and tactics necessary to defend United States interests around the globe. Please do not hesitate to contact me if I can be of further assistance.

Sincerely,

Kenny Glavan
Acting Mayor

Arthur McMillan
SUPERINTENDENT

David Nichols
CHIEF ADMIN OFFICER

Joe Boney
FIRE CHIEF

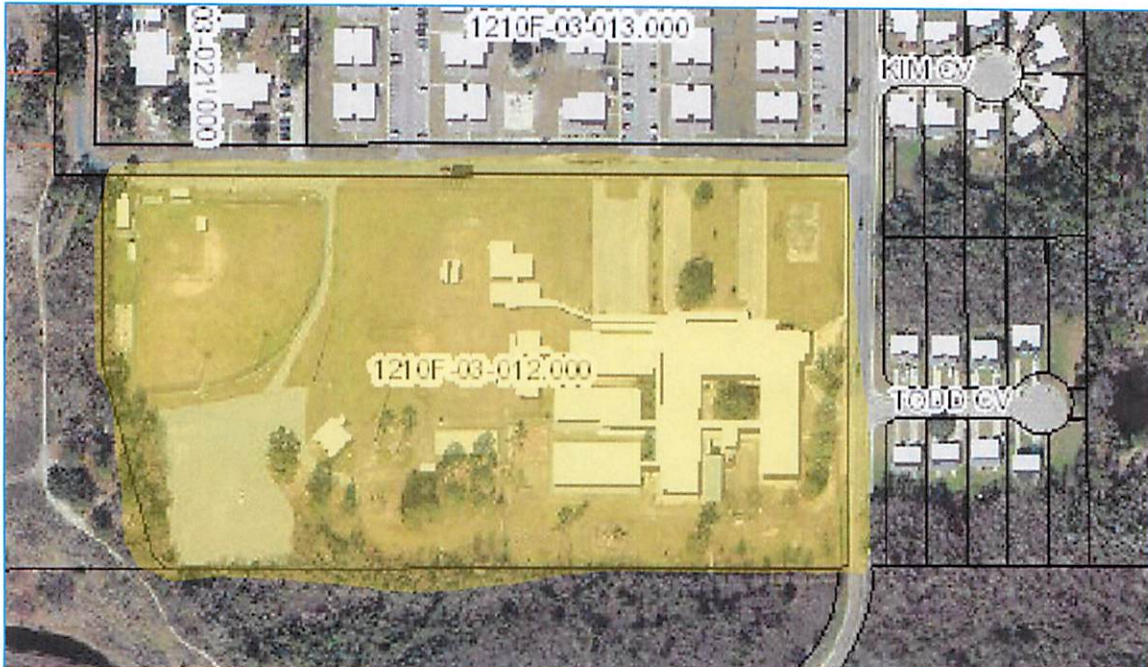
140 Lameuse St.
P. O. Box 429
Biloxi, MS 39533
228-435-6254
Fax: 228-435-6129

Vincent Creel
PUBLIC INFORMATION OFFICER

UNCLASSIFIED

Visit online at
biloxi.ms.us

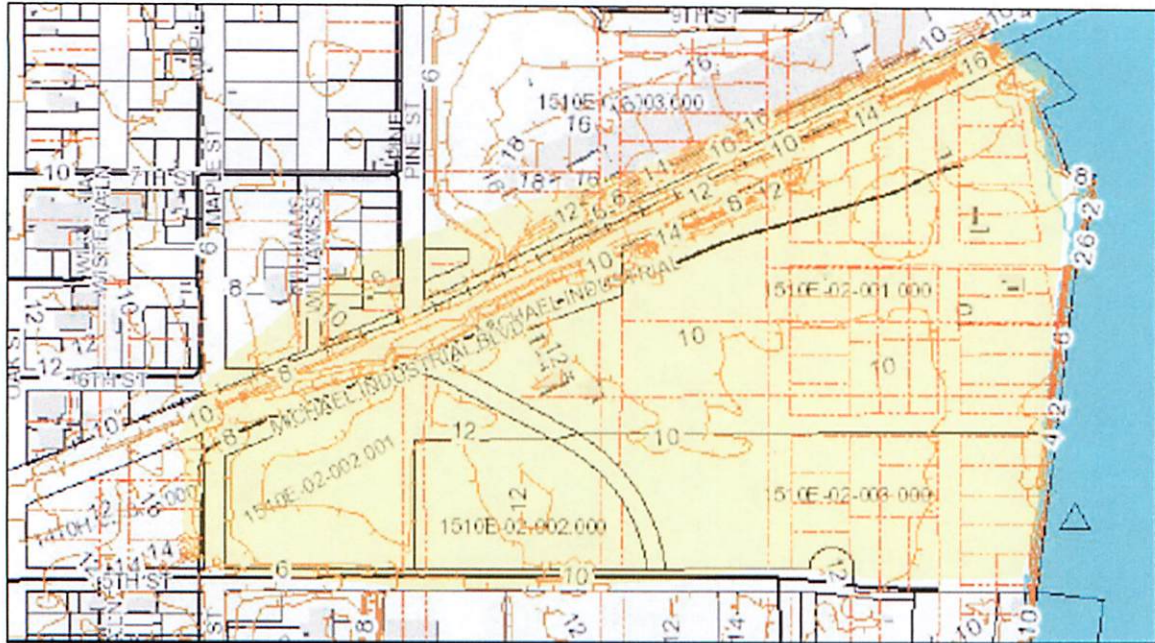
Property: (Closed) School
Address: 2003 Lawrence Blvd, Biloxi, MS 39531



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Property: (Closed) Casino
Address: 160 5th Street, Biloxi, MS 39530



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Property: (Closed) Warehouse
Address: 185 8th Street, Biloxi, MS 39350



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DEPARTMENT OF THE ARMY LICENSE FOR REAL PROPERTY USE

1. License. This license, made and entered into this 27th day of March in the year 2015 by and between City of Biloxi – Kenny Glavan, owner, whose address is: Office of the Mayor, P.O. Box 429, Biloxi, MS 39533 and whose interest in the property hereinafter described is that of owner/ manager/ agent for certain real property hereinafter called the Licensor or Grantor, and THE UNITED STATES OF AMERICA, hereinafter called the Government.

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. Revocable License. The Licensor hereby grants a revocable license to enter into and upon the lands and premises hereinafter described, viz:

“Closed School”, Biloxi, Mississippi, 2003 Lawrence Blvd, Biloxi, MS 39531; in order to conduct military training.

3. Term. This license shall be for a term beginning August 1st, 2015 through August 8th, 2015. No later than 24 hours prior to entry and actual use of the property, the land owner will be provided written or verbal confirmation of the training event and intent to use the property.

4. Compensation. Licensor provides this license to the Government at a cost of \$0 (No Charge).

5. Scope of Training Activities. The training event may include the following: Between August 1st, 2015 to August 8th 2015, 1800(S) to 0600(S), 3-5 MH-60/MH-47/MH60S helicopters, 2-4 fixed wing aircraft, UAS and maritime vessels will conduct full mission profile training. The maritime vessels and airframes will execute a pre-coordinated infiltration and extraction of 45-65 Ground Force. Special Operations Ground Force personnel will conduct “actions-on” the facility and surrounding area to include force-on-force involving simmunitions, mechanical, ballistic and explosive breaching to pre-approved areas of operations, helicopter landing zones or helicopter alternate infiltration methods as briefed, live fire sniper shots to approved bullet traps, simulated surface to air engagements, pyrotechnics and simulated explosions. Ground force will not enter any structure or building which has not been pre-approved and coordinated. Additionally, the facilities will allow access to contract personnel for site preparation, safety walk through as detailed in paragraph 6. Contract personnel will serve as site controllers with role players providing realistic scenario based training for notional enemy forces with appropriate non-lethal weapon systems, ie PKM, AK-47s, RPGs, etc. The specific training activities that will be conducted pursuant to this license agreement will be discussed and agreed to between Licensor and the Government during the walkthrough, described in paragraph 6, below.

6. Joint Survey and Inspection. Prior to the Government’s use of the premises under this license, representatives of the Government and Licensor will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of training activities, and likely repairs by the Government, if any, that may be necessary as a result of the training. The Government will prepare a written memorandum to document the scope of the training activities, repairs that the Government will perform at the conclusion of the training event, and the results of the joint survey and inspection. Should Licensor elect not to participate in the inspection, the Government will attach the memorandum to this license. Subsequent to the training event, representatives of the Government and Licensor will conduct a second inspection to discuss cleanup and repair issues, if any.

INITIALS: _____ & _____
LICENSOR GOVERNMENT

7. Liability.

a. Government Liability to Licensor or Third Parties. The 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 appropriate, to the Licensor and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of Government employees acting within the scope of their employment. The Government agrees to return the property to the Licensor in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. The Government reserves the right to make repairs to the property that would return it to the Licensor in substantially the same condition that existed at the start of the license. The right to make repairs should not be construed as a modification of the rights and obligations under the FTCA or MCA. Licensor or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated for adequately by the Government using other means. The FTCA provides a means of recovery for wrongful or negligent acts by Government personnel. The MCA provides a means of recovery for damages or injuries 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.

b. Licensor Liability to the Government. Licensor is not liable to the Government for damage or destruction of Government property or equipment, or injury or death of Government personnel. Licensor makes no representation that the property is suitable for the contemplated training. Government representatives will inspect and evaluate the suitability and safety of the property for the proposed training. The Government acknowledges that these premises may contain hazardous conditions.

8. Contract Damages to Property. Licensor agrees to notify the Government of any damage to the premises, beyond that discussed by the parties, within five (5) days of the expiration of the period outlined in paragraph 3, above. Failure to notify the Government within the five (5) day period constitutes a waiver of such damage claim. The Government agrees to negotiate a settlement within fifteen (15) days of notification of damage. Any payments by the Government under this license are subject to the availability of funds for such purpose. Contact the Fort Bragg Claims office at OFFICE OF THE STAFF JUDGE ADVOCATE, ATTN: Claims, 2929 Desert Storm Drive, Fort Bragg, North Carolina, 28310.

9. Facsimile. The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes.

10. Any notice of modification of the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Licensor at Office of the Mayor, P.O. Box 429, Biloxi, MS 39533 and if given by the Licensor shall be addressed to the F3EA Inc., 10 Turnbull Lane, Savannah, GA, 31410.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

THE UNITED STATES OF AMERICA

LICENSOR

Kenny Glavan

Acting Mayor, Biloxi

BY: _____

Printed Name:

Rank/Service:

Authority: By Direction

Date:

Property: (Closed) School

Address: 2003 Lawrence Boulevard, Biloxi, MS, 39531

