



UNITED STATES MARINE CORPS
MARINE AIR GROUND TASK FORCE TRAINING COMMAND
MARINE CORPS AIR GROUND COMBAT CENTER
BOX 788100
TWENTYNINE PALMS, CALIFORNIA 92278-8100

CCO 5760.1D
MCCS

FEB 08 2012

COMBAT CENTER ORDER 5760.1D

From: Commanding General
To: Distribution List

Subj: NON-FEDERAL ENTITIES

Ref: (a) DoD Instruction 1000.15, Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations, October 24, 2008
(b) MCO 5760.4C
(c) CCO 1741.1

Encl: (1) Sample Request for Non-Federal Entity Operational Status Letter
(2) Sample License for Non-Federal Use of Real Property, NAVFAC 11011/29
(3) Sample Letter of Insurance Waiver

1. Situation. Non-federal entities, formerly known as private organizations, offer an array of recreational, professional, and social activities to the community aboard the Combat Center. It is Department of Defense (DoD) policy that procedures be established for the operation of non-federal entities aboard the Combat Center.

2. Cancellation. CCO 5760.1C.

3. Mission. To establish procedural guidance for support for non-federal entities to operate in a legal and sound manner in accordance with established Marine Corps policy.

4. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent. Non-federal entities may offer activities, which complement, but not compete with those of any non-appropriated funds activity aboard the Combat Center; will follow established procedures as set forth in references (a) and (b), and will be administered under the cognizance of the Assistant Chief of Staff (AC/S) Marine Corps Community Services (MCCS).

(2) Concept of Operations. A non-federal entity is a self-sustaining organization, incorporated or unincorporated, that is not an agency of the federal government. They are established, operated, and controlled by any individual(s) acting outside the scope of any official capacity as officers, employees, or agents of the federal government. Membership in these organizations consists of individuals acting exclusively outside the scope of

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any official capacity as officers, employees, or agents of the federal government. This Order addresses only those non-federal entities authorized to operate aboard the Combat Center.

b. Subordinate Element Missions

(1) Assistant Chief of Staff G-4, Public Works Officer. Will approve or disapprove and process all licenses for non-federal use of real property, paragraph 4c(14), and endorse enclosure (1).

(2) Assistant Chief of Staff Marine Corps Community Services. Will maintain cognizance over and is responsible for the continuance and discontinuance of non-federal entities operating aboard the Combat Center.

(3) Staff Judge Advocate (SJA). The office of the SJA will review and approve or disapprove all new or revised constitutions and by-laws of non-federal entities operating aboard the Combat Center.

(4) Commanding Officer, Naval Hospital Twentynine Palms (NHTP). Will approve or disapprove all requests for use of NHTP property, enclosure (2).

(5) Each directorate or command will process the non-federal entities' submitted request for use of government property or equipment and will be responsible for billing and collection of restitution costs on any damaged or lost property or equipment.

c. Coordinating Instructions

(1) Requests to establish or continue operation of a non-federal entity aboard the Combat Center must be submitted to the AC/S MCCS, no later than 1 February of each year or within 30 days of establishment. Failure to reapply for authorization by 1 February of each year will be cause for revocation of authority to operate aboard the Combat Center.

(2) The request packet must include the documents listed in enclosure (3), in the format routine to the requesting organization, and a completed request for non-federal entities status, enclosure (2). Incomplete packets will be returned to the submitting organization.

(3) Approval to operate aboard the Combat Center includes use of sufficient space to conduct organization meetings for no more than four hours per week, with no added maintenance expenses. Extraordinary maintenance, utility, or supply expenses will be the responsibility of the private organization. An out-grant document, or license for non-federal use of real property, paragraph 4c(14), will be required by those organizations wishing to meet for more than four hours per week.

(4) If available and the Marine Corps mission is not hindered, government-owned property or equipment may be loaned or rented to non-federal entities under strict agreement that damages to government-owned property or equipment by any private organization will be repaired promptly and professionally at the expense of the organization.

(5) Repairs to damaged or lost property or equipment will be completed by the Combat Center and a bill submitted to the organization. Requests of property or equipment will be submitted to individual commands or

directorates accountable for items requested and each command or directorate will be responsible for billing and collection of those restitution costs.

(6) The use of property under cognizance of the NHTP requires approval by the Commanding Officer, NHTP.

(7) Private organizations will be solely responsible for damages or losses to organization assets, physical, and financial.

(8) Authorized non-federal entities will be self-sustaining, primarily through dues, contributions, and service fees or special assessments of members. Occasional fundraising activities may be conducted in compliance with the provisions of reference (c).

(9) At the discretion of the AC/S MCCS non-federal entities with complex financial responsibilities, or which appear to put their members at substantial financial risk, may be required to submit to a financial audit by MCCS or an independent third party.

(10) Adequate insurance, when deemed to be appropriate, will be secured to protect against public liability, property damages or other legal actions that may arise as a result of the activities of the organization or by one or more of its members acting on its behalf.

(11) Non-federal entities which do not obtain insurance will be required to submit a waiver of insurance request, enclosure (3). The waiver of insurance will provide justification of why insurance is not required.

(12) Non-federal entities that revise their constitution and by-laws during the year that the non-federal entities status is granted, will be subject to an additional legal review by the SJA office before continuance of operations aboard the Combat Center is authorized. It will be the responsibility of the non-federal entities to resubmit the revised document(s) to the MCCS management analysis control office. Failure to do so will be cause for revocation of authority to operate aboard the Combat Center.

(13) Per references (a) and (b), this Order does not apply to the American Red Cross, military relief societies, banks or credit unions, sports organizations under MCCS Semper Fit, and unit coffee or other personal funds, which are governed by other DoD directives and instructions.

(14) Non-Federal Entities Required Documents

(a) A copy of the current constitution and by-laws dated and certified by the non-federal entity's secretary, which include the nature, function, and objectives of the private organization.

Note: Any changes to the constitution or by-laws after the initial or annual approval will require resubmission of said document for additional review prior to continuance of non-federal entity's operation.

(b) A copy of the current financial statement, validated by the non-federal entity's chief financial officer. Financial statements shall follow generally accepted accounting principles.

(c) A description of management responsibilities, including accountability for assets, satisfaction of liabilities, instructions for the disestablishment of the non-federal entity, and proposed means of disposing of residual assets and liabilities, and other matters that show responsible financial management.

(d) The correspondence address, a roster of officers, mailing addresses, and telephone numbers for the non-federal entity.

(e) A description of membership eligibility.

(f) Proof of adequate insurance when there is a known risk of bodily injury or a request to waive the insurance requirement, enclosure (3), in accordance with this Order and the references.

(g) A list of scheduled events/activities for the calendar year.

(h) If Applicable

1. An approved license for non-federal use of real estate property, enclosure (1) must be provided by those non-federal entities requesting to use a facility or space on a regular basis and for more than four hours a week. Non-federal entities serving youth populations are exempt from this requirement as defined in reference (b).

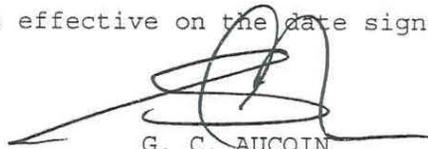
2. Non-federal entities sanctioned by a national or regional organization, must include a copy of the national or regional non-federal entity's annual report.

5. Administration and Logistics. Distribution statement A directives issued by the Commanding General are available via email upon request and can be viewed at <http://www.29palms.usmc.mil/dirs/manpower/adj/ccotoc.asp>.

6. Command and Signal

a. Command. This Order is applicable to all private organizations and personnel working and living aboard the Combat Center.

b. Signal. This Order is effective on the date signed.


G. C. AUCOIN
Chief of Staff

Sample License for Non Federal Use of Real Property (NAVFAC 11011/29)

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY

NAVFAC 11011/29 (6-75) (Supersedes NAVDOCKS 2260)

THIS LICENSE TO USE THE SPECIFIED REAL PROPERTY UNDER THE CUSTODY AND CONTROL OF THE DEPARTMENT OF THE NAVY IS ISSUED TO THE NAMED LICENSEE FOR THE SPECIFIED PURPOSE UPON THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.

LICENSE NUMBER

LIC-

1. NAVAL ACTIVITY (Property Location)

2. DATES COVERED (Inclusive)

From To

3. DESCRIPTION OF PROPERTY (Include room & building numbers where appropriate)

4. PURPOSE OF LICENSE

5. LICENSOR
UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

5a. LOCAL REPRESENTATIVE, DEPARTMENT OF THE NAVY OFFICIAL (TITLE & ADDRESS)

6. LICENSEE (Name & Address)

6a. LOCAL REPRESENTATIVE (Name & Address)

7. CASH PAYMENT BY LICENSEE (Payable in advance)
(If no cash payment is required, enter "NONE" under item 7a "Amount")

a. AMOUNT
(EACH PAYMENT)
NONE

b. FREQUENCY
PAYMENTS DUE

c. FIRST DUE DATE

d. TO (Title & address of local representative of the Government)

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in Advance)
(If no cash payment is required, enter "None" under item 8a "Amount")

a. AMOUNT (EACH PAYMENT)
NONE

b. FREQUENCY
PAYMENTS DUE

c. FIRST DUE DATE

d. TO (Mailing Address)

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE
(If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)

| TYPE | MINIMUM AMOUNT | TYPE | MINIMUM AMOUNT |
|--------------------------------|----------------|---|----------------|
| a. FIRE & EXTENDED COVERAGE | NONE | c. THIRD PARTY PERSONAL INJURY PER PERSON | \$250,000 |
| b. THIRD PARTY PROPERTY DAMAGE | \$100,000 | d. THIRD PARTY PERSONAL INJURY PER ACCIDENT | \$500,000 |

10. GENERAL PROVISIONS (See Attached)

II. EXECUTION OF LICENSE

| FOR | BY | | DATE |
|------------------------|---------------------------------|-----------|------|
| | NAME AND TITLE (Typed) | SIGNATURE | |
| DEPARTMENT OF THE NAVY | Real Estate Contracting Officer | | |
| LICENSEE | | | |

10. GENERAL PROVISIONS

LIC-

Sample Letter of Insurance Waiver

(Date)

From: President, (name of Non-Federal Entity)
To: Director, MCCS

Subj: REQUEST FOR WAIVER OF INSURANCE

Ref: CCO 5760.1D

1. Justification for waiver of insurance. The (name of Non-Federal Entity) is a social or professional organization that engages in no high risk activities and exists for social or professional interrelations of its members.

2. Certification of Insurance and Indemnification

a. The (name of Non-Federal Entity) warrants that it carries general liability and automobile liability insurance coverage at a level determined to be adequate by the installation commander.

b. If the installation commander determines that the (name of Non-Federal Entity) requires insurance to operate on the installation, the (name of Non-Federal Entity) agrees to provide MCCS with a certificate of insurance describing the required coverage.

3. Hold Harmless. The (name of Non-Federal Entity) agrees to indemnify, defend, and hold harmless the U.S. Government, the U.S. Marine Corps, their officers and employees, agents, successors, and assigns from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of the negligent or intentional act of the (name of Non-Federal Entity) its agents, representatives employees, or anyone acting on (name of Non-Federal Entity) behalf, with respect to any or all aspects of its activities on the installation.

(Signature)
Typed Name of Authorized Representative