



DEPARTMENT OF THE NAVY
NAVAL AMPHIBIOUS BASE LITTLE CREEK
2600 TARAWA COURT SUITE 100
NORFOLK, VIRGINIA 23521-3297

IN REPLY REFER TO:

NAVPHIBASELCREEKINST 5532.1

N02L

17 JUN 2002

NAVPHIBASELCREEK INSTRUCTION 5532.1

Subj: POSSESSION OF PERSONAL WEAPONS ONBOARD NAVAL AMPHIBIOUS
BASE LITTLE CREEK

Ref: (a) Article 1159, U.S. Navy Regulations, 1990
(b) Article 0826, U.S. Navy Regulations, 1990
(c) 50 U.S.C. §797 (Internal Security Act)
(d) DoD Directive 5200.8
(e) DoD Directive 5210.56
(f) NAVPHIBASELCREEKINST 5520.2C
(g) 18 U.S.C. §922 through §930
(h) Virginia Code §18.2-279 through §18.2-324.1

Encl: (1) Application to have a Personnel Weapon(s) onboard
NAVPHIBASE LCREEK
(2) Statement of Understanding and Waiver of Liability

1. Purpose. To provide guidance on the possession of personal weapons onboard Naval Amphibious Base Little Creek (NAVPHIBASE LCREEK).

2. Background. Reference (a) generally prohibits personal weapons from being brought onboard a Naval installation, except as authorized by proper authority. References (b) through (d) empowers Commanding Officer, NAVPHIBASE LCREEK, as an Installation Commander, to take all actions necessary for the safety and well-being of all personnel and assets onboard the installation. Acting pursuant to that authority, this instruction prescribes guidelines for the possession of personal weapons onboard NAVPHIBASE LCREEK.

3. Scope. This instruction applies to all individuals, military and civilian, physically onboard NAVPHIBASE LCREEK. Individuals which received authorization to possess weapons onboard NAVPHIBASE LCREEK prior to the effective date of this instruction shall not be affected by this instruction.

4. Definitions

a. Personal weapon. Any dangerous weapon, instrument, or

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explosive device or compound to which the U.S. Government neither owns or utilizes for official purposes pursuant to reference (e), and is specifically designed for or intended to be used to inflict bodily harm upon another human being. Pursuant to reference (f), this includes firearms; devices which expel a projectile either by air or gas; switchblade knives; blackjacks; brass knuckles; leaded clubs; a cord, leather or wire garrote; or an edged weapon which the blade is more than three inches in length.

b. Possession. To have in a person's care, custody, or control, including to have present in a motor vehicle or residence under that person's care.

5. Policy

a. No individual may possess a personal weapon onboard NAVPHIBASE LCREEK except as specifically authorized pursuant to this instruction, or with the express permission of Commanding Officer, NAVPHIBASE LCREEK. Failure to have such authorization subjects the offender to disciplinary action under the Uniform Code of Military Justice or criminal prosecution under the U.S. Criminal Code, as applicable. Juveniles may be prosecuted through the courts of the Commonwealth of Virginia. Adverse administrative action may also be imposed for failure to abide by this policy. Concealed weapons may carry additional penalties. In addition, since personal weapons are also deemed contraband pursuant to reference (f), they are subject to confiscation and possible destruction by NAVPHIBASE LCREEK. Return of a personal weapon to the registered owner shall be executed pursuant to the guidelines set forth in reference (f).

b. Sworn Law Enforcement officers who are required as a condition of their employment to possess a firearm at all times are hereby granted such permission, contingent on display of proof of their Law Enforcement officer status. They may carry the weapon on their person, exercising due regard for the safety of others.

c. Commanding Officer, NAVPHIBASE LCREEK may revoke the authorization to possess personal weapons in the event of documented criminal activity or domestic violence for any member of the household. Such authorization may also be revoked if other good cause exists in which the continued possession of the personal weapon by that individual poses a danger to personnel

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and assets onboard NAVPHIBASE LCREEK, or is otherwise in the best interests of the installation.

6. Procedures

a. An individual desiring to possess a personal weapon while onboard NAVPHIBASE LCREEK, including Navy Family Housing areas, must submit a request in writing to Commanding Officer, NAVPHIBASE LCREEK (Attention: Security Officer). The Commanding Officer hereby delegates approval authority to the NAVPHIBASE LCREEK Precinct Security Officer; this delegation does not extend to disapproval authority. Enclosure (1) provides a sample request application form. This application must be submitted at least five working days prior to bringing the weapon onboard NAVPHIBASE LCREEK. The applicant will receive permission to possess a personal weapon onboard NAVPHIBASE LCREEK if the following requirements are met:

(1) The applicant provides proof of their lawful ownership of the weapon pursuant to the laws of the U.S. and the Commonwealth of Virginia. If a firearm, the applicant must specifically comply with references (g) and (h), and identify the firearm by manufacturer, model, serial number, and caliber.

(2) The applicant resides in Navy Family Housing.

(3) The applicant has not been convicted of any felony, alcohol or drug-related offense, crime involving violence against persons, or of any offense at a Special or General Court-martial. The final determination as to whether a specific offense falls within one of these categories shall be made by the Commanding Officer, NAVPHIBASE LCREEK or their designated representative. The applicant must also not have any pending judicial proceedings, including nonjudicial punishment, which involves an offense noted in this paragraph.

(4) The applicant must obtain a favorable endorsement from the applicant's (or sponsor's) command.

(5) The applicant voluntarily agrees to the following:

(a) A criminal background check on the applicant by the NAVPHIBASE LCREEK Security Precinct, including liaison with other Law Enforcement agencies.

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(b) Submission of a signed, written statement that possession of a weapon by the applicant does not violate the Lautenberg Amendment (reference (g)) or other federal law. Enclosure (1) provides a sample statement.

(c) Storage of the weapon shall be kept in a locked space accessible only to adult residents. The weapon must be unloaded while onboard NAVPHIBASE LCREEK, with ammunition kept in a separate, locked space away from the firearm. The trigger mechanism must be secured by a locking device which renders the firearm inoperable until removed.

(d) Disclosure of the location of the weapon to the NAVPHIBASE LCREEK Security Precinct while onboard NAVPHIBASE LCREEK, including any movement of the weapon outside of its storage location.

(e) If the weapon is a firearm, the applicant must show a certificate of completion of a firearms safety course, or complete such a course within 90 days of requesting possession of any personal firearm.

(f) If the weapon is a handgun, the applicant must demonstrate familiarity with the safety features to the NAVPHIBASE LCREEK Security Officer or designee.

(g) Once approval to have a personal weapon onboard NAVPHIBASE LCREEK occurs, the applicant must waive any and all liability which may arise against the U.S. Government or any subdivisions or entities thereunder, for any negligent actions of any person that may occur in connection with the personal weapon. This includes an agreement to indemnify the U.S. for any liabilities imposed upon it as a result of such negligence. This may be accomplished by signing enclosure (2).

7. Action

a. Little Creek Precinct Security Officer

(1) Process all applications to possess a personal weapon onboard NAVPHIBASE LCREEK, approving those applications which meet the requirements of this instruction.

(2) Maintain a log which carefully documents the location of all personal weapons properly registered onboard

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NAVPHIBASE LCREEK, and all other documents associated with the application.

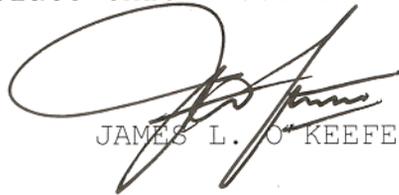
(3) Forward all recommendations to disapprove any application to the Commanding Officer, NAVPHIBASE LCREEK.

(4) Ensure that criminal background checks are completed on all applicants desiring to possess a personal weapon onboard NAVPHIBASE LCREEK.

b. Little Creek Staff Judge Advocate

(1) Provide legal support in the processing of applications for possession of personal weapons onboard NAVPHIBASE LCREEK.

(2) Take disciplinary action or other appropriate action against individuals that violate this instruction.



JAMES L. O'KEEFE III

Distribution:

NAVPHIBASELCREEK/REGPUBSAFETYINST 5216.2P
List IA, IB (1, 1A, 2, 2A, 3, and 3A only), IC, ID - Case B
Lists II and III

Stocked by:

Commanding Officer
Naval Amphibious Base Little Creek
2600 Tarawa Court, Suite 100
Norfolk, Virginia 23521-3229

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APPLICATION TO HAVE A PERSONAL WEAPON(S) ONBOARD
NAVAL AMPHIBIOUS BASE LITTLE CREEK

Name: _____

Date of Birth: _____

Race: _____

SSN: _____

Gender: _____

Command: _____

Command Phone: _____

Work Address: _____

Home Address: _____

Home Phone: _____

E-mail: _____

Weapon Type: _____

Weapon Description: _____
(make, model, serial #,
caliber)

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Address where you intend
to store the weapon:

Date and place of
completion of firearms
safety course:

I hereby certify that this application is true and complete to the best of my knowledge, and that I will be subject to disciplinary and/or adverse administrative action if such is not the case.

Signature of applicant

Date

PRIVACY ACT STATEMENT

AUTHORITY: 50 U.S.C. §797 (Internal Security Act), 32 C.F.R. §700.826, 32 C.F.R. §700.1159.

PRINCIPAL PURPOSE: To obtain information for purposes of determining if you are legally prohibited under applicable law or under military regulations from shipping, transporting, possessing, or receiving either private firearms, ammunition, or other dangerous personal weapons, and to determine if approval of your application to possess and/or transport personal weapons is warranted.

ROUTINE USE(S): To the Department of Justice so that such information can be included in the National Instant Criminal Background Check System which may be used by firearm licensees (importers, manufacturers, or dealers) to determine whether individuals are disqualified from receiving or possessing a firearm. To your military chain of command and/or civilian Law Enforcement agencies (as necessary) for possible disciplinary and/or adverse administrative action.

DISCLOSURE: Voluntary. However, failure to provide the information will result in disapproval of your request to possess and/or transport personal firearms, ammunition, or other personal weapons onboard Naval Amphibious Base Little Creek. The furnishing of false information also may result in possible criminal or administrative proceedings and sanctions.

BACKGROUND INFORMATION ON THE GUN CONTROL ACT OF 1968 (i.e., LAUTENBERG AMENDMENT)

The Gun Control Act of 1968, as amended, (18 U.S.C. § 922) makes it a felony for a person to ship, transport, possess, or receive firearms or ammunition if that person:

- (1) Has been convicted of an offense punishable by imprisonment for a term exceeding one year (a felony);
- (2) Is a fugitive from justice;
- (3) Is an unlawful user of or addicted to any controlled substance;

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(4) Has been adjudicated as a mental defective or who has been committed to a mental institution;

(5) Is an illegal alien;

(6) Has been discharged from the Armed Forces under dishonorable conditions;

(7) Has had citizenship of the United States renounced;

(8) Is subject to a domestic violence related restraining order; or

(9) Has been convicted of a misdemeanor crime of domestic violence.

It is also a felony under the Act for any person to sell or otherwise dispose of a firearm to any person meeting any of the nine criteria listed above. There is no exemption for military personnel or Law Enforcement officers and agents.

Domestic violence includes violence committed by the victim's current or former domestic partner, parent, or guardian.

If you meet any of the nine criteria listed above, continued retention of any firearm or ammunition, whether government-issued or privately-owned, may subject you to felony criminal penalties including a sentence of imprisonment of up to ten (10) years and a fine of up to \$250,000, as well as administrative action.

If you meet any of the nine criteria listed above, you may not possess any firearm or ammunition. Furthermore, any previously issued authorization to possess a firearm or ammunition is revoked.

Complete the qualification inquiry below. If you have any questions, you may contact your immediate supervisor, a legal assistance attorney, or a private attorney.

QUALIFICATION INQUIRY (Complete and return)

1. Do any of the nine criteria listed previously apply to you?
(initial and date below as applicable)

Yes No Don't know

If you don't know, please explain: _____

2. If you answered "yes" to the first question, please explain below and provide the following information with respect to any convictions, commitments, or orders:

Explanation: _____

Court/jurisdiction: _____

Docket/case number: _____

Statute/charge/order/sentence/restrained: _____

Date: _____

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3. Certification. I hereby certify that to the best of my knowledge, information, and belief, all of the information provided by me is true, correct, complete, and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable under the Uniform Code of Military Justice (for military service members) and/or under federal law.

Name and rank/rate

Date

Signature

Duty Station

STATEMENT OF UNDERSTANDING AND WAIVER OF LIABILITY

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney.

The purpose of this notice is to ensure that I am adequately apprised both of the risks inherent in possessing dangerous weapons and in the steps the Navy is taking to mitigate that risk, along with the importance of taking adequate precautions to minimize the risk as much as possible. This form also certifies that I fully understand the requirements and obligations that I am undertaking when I possess a personal weapon(s) onboard NAVPHIBASE LCREEK. The goal is to permit the possession of dangerous weapons and/or ammunition as much as possible while maintaining the safety and security of NAVPHIBASE LCREEK.

CERTIFICATION OF UNDERSTANDING

I understand that my application to have a personal weapon(s) onboard NAVPHIBASE LCREEK is at the sole discretion of the Commanding Officer, NAVPHIBASE LCREEK. I fully understand the contents of NAVPHIBASELCREEKINST 5532.1 and agree to abide by the requirements therein.

Specifically, I agree to a background criminal check for the purpose of assisting the Commanding Officer, NAVPHIBASE LCREEK in determining whether they should grant my request to have my own personal weapon(s) onboard NAVPHIBASE LCREEK. I understand that if such background check reveals pending warrants for my arrest or other criminal convictions, NAVPHIBASE LCREEK may act on such information, including disclosure to my command or civilian Law Enforcement authorities for their appropriate disciplinary and/or adverse administrative action.

I hereby certify that storage of my personal weapon(s) shall be kept in a locked space accessible only to adult residents. I shall keep this weapon unloaded while onboard NAVPHIBASE LCREEK, with ammunition kept in a separate, locked space away from the weapon. The trigger mechanism will be secured by a locking device which renders the firearm inoperable until removed.

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I hereby agree to disclose to the NAVPHIBASE LCREEK Security Precinct any time I move my personal weapon(s) outside of my Navy Family Housing residence onboard NAVPHIBASE LCREEK.

ACKNOWLEDGMENT OF RISK

NAVPHIBASE LCREEK has strictly limited the possession and transport of dangerous weapons, including firearms, onboard the installation. The primary consideration is always the safety and security of personnel and assets onboard the installation. Possession of a dangerous weapon poses obvious hazards to both the individual possessing the weapon and to others. Firearms and other dangerous weapons may kill or seriously wound an individual and significantly damage property. This waiver expressly informs you in advance of some of the possible risks. Approval to possess personal weapons onboard NAVPHIBASE LCREEK is contingent on your signature on the final page of this document, which indicates your review and understanding of the risks inherent in possessing personal weapons. This form must be returned with the application form.

Possessing personal weapons can be hazardous. Insufficient training on the proper use of the weapon, or accessibility of the weapon to those who lack the necessary experience and training to use it may pose a significant risk to you and others. Projectiles expelled from personal weapons, particularly bullets, may kill or cause serious harm to you and/or others. Children are particularly vulnerable since they combine both curiosity and ignorance of the weapon, and it is important to keep all personal weapons away from them.

Equipment may fail. Firearms and other weapons, particularly those not maintained in an adequate state of readiness, may not always operate as the manufacturer intended. Extensive use of the weapon may result in extensive wear and tear, causing the weapon to fail. Failure of the equipment may expose you to significant personal injury or death.

NAVPHIBASE LCREEK requires all owners of personal weapons to submit an application to bring the weapon onboard the installation. A background criminal check is conducted on each applicant, and those with domestic violence convictions or other significant crimes of violence will not be permitted to bring

the personal weapon aboard. In addition, all applicants will have attended a safety training course in firearms and will only be residents of Navy Family Housing. The NAVPHIBASE LCREEK Security Precinct direct all applicants to apprise them of all movements of the personal weapon outside of the residence where the weapon is normally stored. Lastly, ammunition is to be stored separate from the weapon.

WAIVER, RELEASE, AND INDEMNIFICATION

I agree to indemnify and hold harmless NAVPHIBASE LCREEK, the Department of Defense (DoD) and its instrumentalities, DoD members, agents, and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from the possession, storage, use, and/or transport of my personal weapon onboard NAVPHIBASE LCREEK. I further agree to release, acquit, and covenant not to sue NAVPHIBASE LCREEK, the U.S. Navy, DoD, DoD employees or agents, for all actions, causes of action, claims or damages, damages in law, or remedies in equity of whatever kind. This covenant not to sue includes actions arising from the negligence of any individual, specifically members of the U.S. Navy, DoD, and/or NAVPHIBASE LCREEK, but also including those that have no affiliation with those organizations. In short, I cannot sue DoD, NAVPHIBASE LCREEK and its staff, and/or the U.S. Navy, and if I do, I cannot collect any money. Further, I will indemnify the U.S. government if they are found liable for any actions resulting from the misuse of my personal weapon.

I agree that the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, whichever is applicable. The terms of this agreement shall continue and be in effect for the duration of the approval of my request to possess my personal weapon onboard NAVPHIBASE LCREEK.

As liquidated damages, I hereby agree that if DoD, the U.S. Navy, and/or NAVPHIBASE LCREEK is forced to defend any action, lawsuit, or litigation which is initiated by me, my executors, or my heirs on my family's or my behalf, my heirs or executors, I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit, or litigation.

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Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

In addition, I understand that any injuries incurred as a result of possession, using, and/or transporting my personal weapon onboard NAVPHIBASE LCREEK gives rise to the possibility that I would be assigned a percentage disability by being placed on the Temporary or Permanent Medical Retirement List. However, the U.S. Navy shall have sole authority, within applicable law and regulations, to determine whether such injuries that occur as a result of this shall permit me to receive such entitlements.

I, _____, of my own free will, for my family, my minor children, my heirs and executors, and myself, have read, understand, and acknowledge the risks and liability for myself this _____ day of _____ 2002.

I have read and understood this agreement.

Signature

Printed name

Date