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**COMMAND AND CONTROL OF PRIVATE SECURITY CONTRACTORS: ARE
THEY A VIABLE FORCE OPTION FOR THE COMBATANT COMMANDER?**

by

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**A paper submitted to the Faculty of the Naval War College in partial satisfaction of the
requirements of the Department of Joint Military Operations.**

**The contents of this paper reflect my own personal views and are not necessarily
endorsed by the Naval War College or the Department of the Navy.**

Signature: _____

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Abstract

Command and Control of Private Security Contractors: Are They a Viable Force Option for the Combatant Commander?

If a Combatant Commander (CCDR) or Joint Force Commander (JFC) were to take command of the approximately 25,000 security contractors in Iraq, a force of such size and capability would prove to be a valuable operational asset. Private Security Contractors (PSCs) are a viable and effective option for direct employment by JFCs or CCDRs. This is significant because contractors could provide another resource, and, as they are seemingly on the battlefield to stay, it is prudent to integrate them into U.S. military operations. This examination focuses only on those PSCs providing armed security services. The framework for analysis is command and control as defined in Joint Publication 3-0, *Joint Operations*. Assessment of PSC potential for employment is based on the selected aspects of the function as listed in JP 3-0, as well as legality, and legitimacy. The evaluation of these aspects yields two sets of results. The easily quantified aspects of C2 which include systems, risk management, and regional expertise, indicate PSCs are indeed a viable option for direct employment by the CCDR or JFC. A survey of the less “tangible” aspects of command, control, and public affairs indicates otherwise. It reveals legal and legitimacy issues that limit a commander’s effectiveness in commanding and controlling PSCs. Subsequent recommendations which include populating chains of command with officers that are dual-qualified in arms and contracting, or implementing the British concept of “sponsored reserve,” possess potential for more effective PSC implementation.

INTRODUCTION

Private military companies have existed in some form or fashion since the 14th century.¹ Today's private military companies refer to themselves, and are often referred to, as private security firms. Despite the change in nomenclature, these firms are distinctly military in nature as they employ former military personnel and perform military tasks.² The Department of Defense estimates that there have been over 25,000 contractors from private security firms employed in Iraq,³ making these contractors "the second largest portion of the coalition...."⁴ The U.S. Departments of Defense and State employ approximately 11,000 of the contractors,⁵ but none work for the Commander of U.S. Central Command (CENTCOM) or the Commander of Multinational Force Iraq (MNF-I). If a Combatant Commander (CCDR) or Joint Force Commander (JFC) were to take command and control of a force of such size and capability as these contractors, it could prove to be a valuable operational asset.

The thesis of this paper contends that Private Security Contractors (PSCs) are in fact a viable and effective option for direct employment by JFCs or CCDRs, as an operational force. The current conflict in Iraq serves as a case study for demonstrating this concept.

If the concept described above is valid, then it is significant to the JFC or CCDR for two reasons. First, in an era of shrinking resources and increasing obligations it provides another option to relieve to an overextended military. The second reason is the growth of the private security industry itself. The extensive employment of PSCs during recent conflicts has fueled the industry. This growth ensures PSCs will continue to operate on battlefields world-wide for at least the immediate future. It is only prudent then to integrate them as fully as possible into U.S. military operations. Doing so may preclude operational complications that arise as a result of uncoordinated battlefield interaction between contractors and military

personnel. For these reasons, it is significant to study the viability of security contractors as a part of our operational forces.

Studying and validating the concept described above requires “bounding the problem” by defining the scope of the examination and establishing a framework. The scope of the examination will cover only contractors from those entities that function as “Military Provider Firms.”⁶ Provider firms “provide services at the forefront of the battle space, by engaging in actual fighting, either as line units or specialists and/or direct command and control of field units.”⁷ Firms offering these services differ fundamentally from “Military Support Firms,”⁸ which typically provide logistics, construction of facilities and sanitation, etc. These types of firms do not actively provide forces or security and will not be addressed.

The provider firms described above will be examined within the framework of operational functions as defined by Joint Publication (JP) 3-0, *Joint Operations*. Several of these functions could apply to PSC operations, including Command and Control (C2), intelligence, fires, and protection.⁹ This analysis will focus on the C2 function, as it is perhaps the most critical in determining a force’s effectiveness. JP 3-0 defines several critical aspects of C2. A selected group of these aspects will serve as the basis for the evaluation. The assessment of PSC potential for direct employment at the operational level will be based on their performance or capability with regard to the selected aspects. The assessment will also encompass the legal basis for contractor C2 and any legitimacy issues.

ANALYSIS AND CONCLUSIONS

Command

The first two aspects listed in JP 3-0 provide the basis for legal evaluation. The first of these is command.¹⁰ “Command includes both the authority and responsibility for

effectively using available resources to accomplish assigned missions.”¹¹ The critical word in this definition is authority. In the current conflict in Iraq, the CCDR and his subordinates do not hold authority over PSCs operating in that theater because as a Government Accountability Office report points out, “neither the commander nor his forces have a contractual relationship with the security providers.”¹² The PSCs currently in Iraq are contracted to various departments and agencies, but none directly to the CCDR. Security contractors entering into a direct contractual relationship with military commanders is not illegal. In fact, it was done in Bosnia when the U.S. Army hired PSCs to provide base security.¹³ Thus, the precedent for direct military security contracts is set. It simply hasn’t been employed in the current conflicts at the theater command level.

Simply entering into a direct contract though will not provide a CCDR with the authority to direct contractor actions. PSCs, like all contractors are only obligated to operate within the conditions set forth in their contract. Any additional direction would require interpretation of the contract or even contract changes. Interpretation or implementation of changes could themselves prove to be lengthy processes, inhibiting decisive action. Also, legally, the only person invested with the authority to change a contract is the Contracting Officer (CO),¹⁴ or his subordinate, the Contracting Officer Representative (COR).¹⁵ CCDRs do not function in either of these roles; and if Iraq is used as an indicator, it is evident that those trained personnel who do function in those roles, are at a premium.¹⁶ In addition, they typically only serve for a short period before being re-deployed elsewhere.¹⁷

A CCDR who is without a CO or COR is only invested by the Defense Federal Acquisition Regulation Supplement with authority over contractors in regard to orders, directives, or instructions that he issues concerning “force protection, security, health, safety,

or interactions with local nationals.”¹⁸ Though this may sound like authority with regard to certain mission-related activities, it is actually aimed at those daily “life” activities of contractors. Even then, it only allows the CCDR to restrict these activities. It does not provide authority to change, add, or redirect the operational tasks of contractors.

The only vestige of operational authority a JFC may be deemed to have over PSCs exists only in Iraq. It is provided by a Memorandum of Agreement (MOA) between the Departments of Defense (DoD) and State (DoS), released in 2007. It contains one clause of importance that offers limited control over a PSC force. It stipulates that if the “battle space owners determine and articulate a substantial increase in the threat to (Personal Security Details) PSDs during movements outside Coalition operating locations, such PSDs will comply with (MNC-I) recommendations to alter routes or abort missions.”¹⁹ Though the nature of the mission would determine if this was an operational or tactical level decision, the ability to make the decision does reside at the operational level of command. Again though, this clause is somewhat limited in its scope and only allows for minimum direction on the part of the operational commander.

As shown then, other than the ability to cancel or minimally alter a specific PSC mission, the current regulations limit any true directional authority over PSCs to Contracting Officers. Since this is an understaffed specialty within the military, even if the CCDR were to enter into a direct contract with PSCs as the Army did in Bosnia, he would likely not have the personnel at his disposal to effectively direct their operations.

Control

The authority of command is certainly critical to effective C2. Equally as critical though is the second aspect described in JP 3-0, control.²⁰ Control enables a commander “to

regulate forces and functions to execute his intent” and provides “a means to measure, report and correct performance.”²¹ The key terms of the definition are “regulate” and “correct performance.” Just as with “authority” in the previous aspect of command, these terms necessitate a legal analysis. This will determine what measures a CCDR can employ to ensure a force of PSCs performs in accordance with the direction he provides.

Three bodies of law provide means to regulate and correct contractor performance. The first of these is the Military Extraterritorial Jurisdiction Act (MEJA). Since its inception in 2000 it has covered DoD contractors, but was extended by the 2005 Defense Authorization Act extends MEJA legislation to cover all government agency contractors supporting DoD.²² This provides the ability to correct contractor performance with regard to criminal acts recognized by civil law. It does not, however, provide for regulation of their operations.²³

The second body of law available to the commander is the Uniform Code of Military Justice (UCMJ). Unlike the MEJA, this body of law does provide the commander with a means by which he can enforce adherence to his operational guidance, as it criminalizes a failure to adhere. The UCMJ, though, is only applicable to contracted personnel during a time of declared war, which the United States has not experienced since 1945 and will not likely face in the near future.

The third and final body of law is the contract itself. If a contract is written to include a “Contractors Accompanying the Force” provision, then the contractor can not legally disregard his or her contractual duties because of real or perceived war-zone risks.²⁴ This legal stipulation, while perhaps the most useful with regard to regulation, still poses three problems. First, at a minimum, it only provides a mechanism for enforcing the contractor’s presence in the battle space. The effectiveness of their execution of the assigned operations

while present at the “work site,” could easily be subject to interpretation, which leads to a second problem. As discussed previously, interpretation of a contract requires a Contracting Officer. Thus, only he or she, not the CCDR, is vested with a “means to correct” the contractor’s performance, and this could likely be through contract termination. This is a limited regulatory option at best and also has the undesired effect of leaving the commander without a force option to carry out the operation.

The third and final problem with viewing the “accompanying force” provision as true operational control is that for it to be of any value, as stated earlier, it must specifically be written into the contract. It is not assumed or simply implied in every contract. Legally then, the only mechanism available for regulation of PSCs is their contract and this is only available to the Contracting Officer, not the CCDR. With the current legal framework, control for the CCDR or JFC is as problematic as command.

Systems

The first two aspects of C2 define the legal bounds within which a CCDR or JFC can direct the actions of PSCs as an operational force. The remaining aspects define the functional capability of his C2 over this force. The first of these functional aspects is the commander’s system for C2.²⁵ JP 3-0 defines this system as consisting “of the facilities, equipment, communications, procedures, information management function, and personnel essential for planning, preparing for, executing, and assessing operations.”²⁶ An example of this type of system can be seen in the current conflict in Iraq. In 2004 the theater commander stood up the Reconstruction Operations Center (ROC). The ROC, as the name indicates, is primarily concerned with reconstruction efforts, not contractor-military interaction; but it still fits the description of and functions as a C2 system designed for this latter purpose.

The ROC's facilities consist of a national center with six regional satellites. Each center houses GPS receivers and tracking equipment and provides improved and redundant communications links between contractors and military units.²⁷ They also manage information by processing and disseminating unclassified intelligence to contractors and establish procedures for tracking and reporting contractor movements to the military.²⁸ Finally, each ROC is staffed jointly by military personnel and a dedicated contractor operations cell. Thus, the ROC has all of the components and meets the requirements of a theater-level C2 system as described in JP 3-0. Though the system is not without flaws, it proves that the concept of a functional C2 system integrating contractors is indeed viable.

Though theater commanders in future conflicts will not be able to employ Iraq's ROC system it provides a blueprint for set-up and operation. Though it took approximately 18 months to determine the need and provide the infrastructure for such a system in the current conflict, that lesson can now be applied to future conflicts. A JFC or CCDR who intends to employ contractors as part of his forces is now armed with the insight to prioritize the initial set-up and subsequent maturation of a similar system wherever it maybe located. Though the system's focus will initially not be on reconstruction, the operating concepts it should employ for communication and coordination should be similar to those found suitable for Iraq. Even if its make-up and location may vary, the feasibility of a theater C2 system which integrates contractors has been proven. The system schematic, drawn in Iraq, is a tool for future theater or CCDRs planning to employ contracted security forces.

Risk Management

The fourth aspect of C2 used for evaluation is risk management.²⁹ A large part of risk management is mitigation. One of the main ways a commander can mitigate risk is through

training. Until recently this would have posed a significant problem for the CCDR who hopes to employ a force of PSCs. Prior to 2007, there were “no established U.S. or international standards that identify security provider qualifications in such areas as training and experience requirements, weapons qualifications, and similar skills....”³⁰ In 2007 when the previously mentioned MOA was issued, it identified training standards, stating: “Mandatory training for PSCs prior to operating in Iraq will include review of relevant USG and Iraqi laws, Rules for the Use of Force, Law of Armed Conflict, Graduated Force Procedures, and those relevant COM, CENTCOM, and or MNF-I rules and regulations applicable to their contracts...”³¹ It also goes on to state requirements for refresher and weapons training as well. The MOA, though it is not permanent legislation and only applies to the Iraqi theater, is a document that was developed with the benefit of four years of operational data. In this sense, it realistically represents current thought trends on PSC employment. Accepting it as current guidance allows for a general interpretation of it that could apply to other theaters. Reading it in this manner, it specifically identifies Combatant Commands, CENTCOM, and joint commands, MNF-I, as source inputs to the training process. Thus, it provides the CCDR or JTF with the ability to directly manage risks through training standardization and input.

While risk mitigation through training provides the CCDR a measure of risk management capability, it does not address all concerns. Two specific risks in particular are exacerbated by employing PSCs as a force. Prevention of both of these risks is actually listed in JP 3-0 as a protection task,³² but the tasks are, by nature, also risk management measures which a C2 structure should account for. These measures are Operational Security (OPSEC) and fratricide prevention.³³ OPSEC is defined as “a process of planning and action

to gain and maintain essential secrecy about the JFC's actual capabilities, activities or intentions.”³⁴ The CDR's task of conducting OPSEC is complicated by the use of PSCs for several reasons. PSCs, being separate from the military, are not necessarily exposed to the same level of OPSEC training. They also are not subject to the same supervision as military personnel. Finally, as more contractors are hired and the pool of qualified applicants decreases, it may be necessary to hire lower quality, less trustworthy personnel.³⁵ These facts point to PSCs as a possible liability to the CDR in his efforts to manage mission risk.

The second risk mitigation measure, fratricide prevention, has been more difficult to implement due to contractor presence in the battle space. In one five-month period in Iraq there were over 20 documented instances of U.S. military personnel firing at PSCs.³⁶ There can doubtless be difficulty associated with discerning the difference between a civilian, a PSC, and an enemy combatant in an environment such as Iraq.³⁷ The traits which aid military forces in identifying one another are not present with contractors. They typically wear no distinctive clothing or insignia. An issue identified by MNF-I is the fact that they often employ non-tactical vehicles.³⁸ Contractor vehicles, if obtained in-country, can look very similar to those driven by an insurgent or suicide bomber. This creates ambiguity for U.S. military forces particularly when the vehicles are approaching a checkpoint or passing a military convoy.³⁹ MNF-I has taken action to reduce these incidents; and as of April 2005, they had begun to decline;⁴⁰ but the problem still exists in Iraq and would likely persist to a degree in any similar combat environment. Thus, when viewed under the lens of “fratricide prevention,” PSCs detract from the CDR or JTF's risk management capability.

Language and Regional Expertise

The fifth C2 aspect used to evaluate PSCs is that of language and regional expertise.⁴¹ Linguistic support is a function commonly performed by contracted personnel.⁴² Determining whether or not the “average” PSC firm provides such personnel maybe difficult, but the large pool of personnel and fluid nature of contractual obligations guarantee easy access to such skills for private security firms. Regional expertise is almost guaranteed by the more reputable firms, as they often employ former Special Forces personnel who have previously operated in some of the same areas that will likely be home to future conflicts for the U.S. military. Thus, this aspect of C2 is adequately addressed by PSCs.

Public Affairs

In addition to examining operational command and control of PSCs through the six aspects defined above, a seventh and final aspect, public affairs,⁴³ is relevant to the analysis with regard to legitimacy of contracted forces. Public awareness of military operations significantly enhances the legitimacy of an operation and the nation conducting it. This holds true regardless of the success or moral basis for the operation. An operation is seen as more legitimate by virtue of the fact that it is not hidden, as all too often, in the public’s eyes, unpublicized or hidden equates, to a cover-up of impropriety. In this regard, contracted forces in their current configuration would serve as a detriment to CCDRs’ C2. Outsourcing to a private entity, by its very nature, reduces the amount of public information available.⁴⁴ Even if publicized, the average citizen appears “less aware, interested, and concerned about sending PSCs than sending U.S. forces.”⁴⁵ Thus, in the case of contractors, intentionally shielding their operations from the media may make them seem less legitimate; but unlike the military, publicizing them will not make them seem more legitimate or garner public support.

Other legitimacy issues pertaining to C2 of PSCs, but not related to public affairs, include the lack of control with regard to accountability for human rights abuses and the loss of legitimacy of the company within its own field. With regard to the first issue, the weak control mechanisms currently in place (as of April 2008 MEJA has only produced three contractor prosecutions out of 12 federal cases)⁴⁶ and the subsequent lack of accountability “by a contractor could severely undermine goodwill toward the United States....”⁴⁷

The second issue listed above, legitimacy within the security industry, is problematic in that “any arrangement to make private personnel subject to C2 in the field (of security) has been fiercely resisted by PSCs, who feel that such a move may... potentially damage the company’s reputation.”⁴⁸ This means any move to subject a provider to additional C2 measures other than those already in place either will likely fail or may have negative consequences for the very firm being employed, making them less competitive and thus less desirable as a force provider. There are a host of issues then, with regard to C2 that negatively impact public and industry perceptions of PSCs’ as a legitimate operational force.

What It All Means

Assessing from the viewpoint of C2, the employment of PSCs as a regional or theater-level operational force, presents two sets of results, “tangible” and “intangible.” The tangible results are those dealing with the technical and measurable aspects of the C2 function. These are the C2 system, risk management, and regional and language expertise. A C2 system can be quantified in terms of the amount and functionality of equipment and procedures. Risk management can be quantified by training metrics, number of OPSEC violations, and number of friendly fire incidents; and regional and language expertise, by skill/knowledge assessments. These tangible results are positive for all three aspects with the

exception of the specific OPSEC and fratricide risk mitigation measures. The potential for OPSEC violations among PSCs definitely exists, but there have been no reported violations as of yet. PSC/military friendly fire incidents continue, but as of mid-2005 none resulting in serious injury or death have been documented.⁴⁹ Thus these two facets of risk management pose potential problems but have not resulted in a serious incident. In light of this fact, it can be concluded that overall, C2 of PSCs currently functions well where the technical and measurable aspects of systems, equipment, skill sets, and training are concerned. In this respect, PSCs prove to be a very viable force for employment by a JFC or CCDR.

The intangible results encompass the more conceptual aspects of the C2 function. Those are command, control, and public affairs. The most significant of these three are command and control. Current regulations do not allow a JFC or CCDR either command or control over PSCs because they lack a true contractual relationship with them. Any command or control must be conducted through a Contracting Officer, which even then is limited. This unwieldy method of operating would merely be an inefficient substitute for true command or control.

The issues described above that concern the command and control aspects of C2 combine with those of the public affairs aspect to raise serious legitimacy concerns. Public awareness, regulation, accountability, and reputation all contribute to PSCs lacking legitimacy as a force. This lack of legitimacy and of true command and control outweigh the more positive tangible results of the assessment. The tangible results, in this case, are only facilitators of successful C2, and they can only facilitate its application within the legal and legitimate boundaries. Thus legitimacy and legality truly define the limits of C2 capability with regard to PSCs. As this is the case, it can be concluded that PSCs possess the technical

capability to be directly employed by a CCDR or JTF, but lack the accompanying legal structure to consider them an effective option.

This conclusion partially disproves the stated thesis. The thesis of this argument contends that PSCs are in fact a viable and effective option for direct employment by JFC or CCDRs, as an operational force. PSCs, for their part, possess the necessary technical characteristics and skills to fit into an operational level command and control structure. In this sense, they are a viable option and the thesis is correct, but current legal structure and legitimacy issues limit commanders' effectiveness in exercising command and control over them. In this regard, a more correct thesis statement would be: "Private security contractors, based upon their technical characteristics, are a viable option for direct employment by a Joint Force or Combatant Commander, but the legal aspects of command and control limit their effectiveness." It is important to note the narrow scope of this conclusion, as it only addresses the terms "viability" and "effectiveness" from the standpoint of C2. The original thesis though, is quite general and could be analyzed via the other applicable operational functions mentioned in the introduction. This may provide a different set of conclusions.

RECOMMENDATIONS

Using the C2 function to evaluate PSCs' capabilities to serve as an operational force for direct employment by the CCDR has revealed five distinct problems. Making PSCs more effective necessitates solving these problems. The first problem is the command and control structure itself. As stated previously, one of the main difficulties involved with C2 of PSCs is the CCDR's lack of authority with regard to directing PSC operations. Any real authority in this regard lies with the Contracting Officer or the COR. Though the CCDR will likely have a Contracting Officer on his staff, this contractual relationship is no substitute for the

commander's ability to direct contractor operations himself. Accomplishing this requires a Contracting Officer structure which is parallel to and embedded in the military command structure. Combat Arms officers should be dual-qualified as Contracting Officers. This should start with the senior military officer, the CCDR or JFC. He should also be qualified as the senior Contracting Officer. Designated subordinates on his staff can serve as his CORs.⁵⁰ For this concept to prove truly effective though, it must also be applied down to the tactical level. This will ensure unity of command.

It could be argued that ensuring unity of command in this manner would require qualifying all tactical level commanders as Contracting Officers or CORs. This is neither feasible nor necessary. During contingency planning, the CCDR can identify, based on the task, which types of military units will work jointly with the PSCs. Only tactical commanders from those types of units and other senior officers identified to serve as part of that Chain-of-Command (CoC) would require qualification. Using the current conflict in Iraq as an example, limiting C2 capacity to these individuals may seem ineffective, as many military units cross paths with PSCs during their daily operations. Planning can remedy this by providing PSCs with their own dedicated battle space to defend. This will limit the scope of PSC interactions with those outside of their contractual CoC. These planning actions can identify which type of commanders require training as Contracting Officers and CORs and will also ensure that the number of personnel requiring training remains within reason.

The second issue which can be remedied is the timeliness with which operational decisions can be turned into action on the part of PSCs. As noted previously, this is problematic if those actions are not stated in the contract. Contractual changes require more time to implement than is often operationally available. A solution to this dilemma may lie

in the use of “a task order arrangement (which) may enhance the flexibility of a contract by enabling the military commander to add new tasks, sometimes quickly....”⁵¹ This arrangement has primarily been employed by the logistics community in the past to meet surge requirements,⁵² but its application at the operational level could provide the CCDR with a “menu” of employment options and reduce the lag between direction and implementation. Implementing this recommendation along with changing the C2 structure as described above will provide the CCDR or JTF with much of the operational authority he currently lacks making him truly capable of command.

The third problem to be addressed is the complication PSCs bring to risk management via potential OPSEC concerns. While the U.S. government currently requires background checks on all PSCs, they do not necessarily require security clearances.⁵³ The government should expand the background check to an “across the board” tiered system of clearances like those for the military. Possessing the same clearance classifications will prevent inadvertent access by non-cleared personnel while allowing those cleared contractors access to more intelligence than they currently possess. Such a system then will simultaneously reduce the potential for OPSEC violations and enhance PSC mission efficiency.

The fourth issue involves measures to prevent fratricide. PSCs, as noted before, create the potential for fratricide incidents with U.S. military forces because of difficulty in distinguishing them from other possibly hostile non-combatants. The CCDR has the authority to allow contractors to wear a military uniform.⁵⁴ This authority is likely not enacted due to concerns over contractors then being mistaken for combatants.⁵⁵ Instead the CCDR should authorize, and contractually enforce the wearing of standardized non-military clothing. In this way, the contractors are easily recognizable to U.S. forces. This measure

along with the aforementioned security clearance program should make PSCs a more effective force option.

The final issue for PSC employment which may present a ready solution is public affairs. As discussed, a lack of public awareness of contractor actions can result in the government's employment of them being viewed as lacking the legitimacy of military actions. As public affairs are considered a part of the CCDR's C2 responsibilities, he should ensure that in addition to any PSC contract includes a network of company provided spokesmen as well. These spokesmen should be contracted to represent their various firms and should be specifically organized and tasked to coordinate with force public affairs officers as directed. Providing the public with information about PSC activities through these personnel will mitigate legitimacy concerns. This effort combined with those previously described should enhance the effectiveness of C2 of PSCs, making them a more effective force option for employment by the CCDR.

The recommendations above address C2 issues on an individual basis, but others have proposed a "one size fits all" solution as well. This is the British concept of sponsored reserve which "is enacted through a contractual agreement between the government and the contractor and requires a specified portion of the contractor's workforce supporting a contract be members of a military reserve component. Under this arrangement sponsored reservists are mobilized and deployed to contingency operations as uniformed military members vice contractor employees."⁵⁶ Under such a system, the contractors are trained and called up only for duty involving those tasks in which their employer specializes.⁵⁷ Such an arrangement would eliminate any C2 issues for PSCs as they would be serving as uniformed military members subject to U.S. military regulations.⁵⁸

Perhaps a more effective incarnation of “sponsored reserve” would be similar to the “free companies” of Renaissance Europe.⁵⁹ Instead of just a percentage of personnel, an entire firm could be made up of sponsored reserve personnel, serving as one unit, with its civilian command structure mirroring that of its reserve military structure. The same benefits are achieved, but with a greater sense of “unit integrity.”

The sponsored reserve concept holds promise as it has already been implemented with some success in Britain, but the cases in which it has been used are mainly for personnel in logistics and support roles.⁶⁰ It has not been attempted for private security firms. Doubtless it would meet with some resistance from provider firms. Such a sweeping act may meet with legislative resistance as well. In this regard it maybe easier to implement the piecemeal recommendations discussed previously, though the resulting command and control would not be as comprehensive. Selecting the best approach requires further analysis.

FINAL REMARKS

With regard to C2, PSCs possess the technical capability to be directly employed as an operational force by a CDR or JTF. However, the legal precedents may prove problematic. The C2 function is extremely limited by restrictions on a commander’s authority and by legitimacy concerns. Making PSCs a more effective option, comparable with military forces, will require restructuring the CDR chain-of-command to include dual-qualified officers capable of fulfilling arms and contracting responsibilities, or adopting the concept of “sponsored reserve” military companies. Doing this, private security contractors may truly become an effective force option for the Joint Force or Combatant Commander.

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10. Ibid, III-2.
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