

CHAPTER 22

AGREEMENTS FOR SPECIAL USES OF
DEPARTMENT OF THE NAVY REAL PROPERTY

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CHAPTER 22

AGREEMENTS FOR SPECIAL USES OF
DEPARTMENT OF THE NAVY REAL PROPERTY

1. GENERAL

Some special uses of Department of the Navy real property do not come within the scope of authority delegated to the Commander, Naval Facilities Engineering Command with respect to licenses, leases, and easements. Certain of these special uses warrant special treatment, and those which are treated in this chapter are:

- Utility Pole Agreements,
- Agreements with the Department of Health, Education and Welfare for the construction and operation of school facilities,
- Railroad Spur Track Agreements.

This Chapter redelegates authority to EFDs to enter into, administer and terminate agreements for these special uses of Navy real property. This Chapter does not apply where the use of Department of the Navy real property is required incident to a Government contract for procurement of services, construction, utilities or other commodities and where such use is made a part of the contract.

UTILITY POLE AGREEMENTS

2. SCOPE

This section prescribes procedures and policies for the entering into, administration, and termination of utility pole agreements. The term "utility pole agreement" means a revocable agreement that authorizes the use of Government-owned utility poles or structures or Government-owned land for the erection of utility poles or structures.

3. POLICY

The use of Government-owned property under the control of the Department of the Navy under a utility pole agreement is authorized only when the following conditions exist:

- The use of the property will be benefit to the Government or will otherwise be in the public interest.
- The proposed use will not interfere with use of the property by the Department of the Navy.
- The proposed use will not represent a hazard to the property included or to adjacent Government property.
- The real property involved is the only property which reasonably can be used for the purpose.
- The use can be terminated in fact at any time.

4. TERMS AND CONDITIONS

Each utility pole agreement entered into under the authority of this section shall contain the terms and conditions included in Utility Pole Agreement, set out in Appendix "A" to this Chapter. Each utility pole agreement may, however, contain such additional terms and conditions not

inconsistent with Appendix "A," as may be determined to be desirable in the interest of the government.

5. DELEGATION OF AUTHORITY TO COMMANDERS/COMMANDING OFFICERS

Officers commanding Naval Facilities Engineering Command field divisions are authorized, subject to the limitations of this section, to enter into, administer, and terminate utility pole agreements. The authority delegated herein may be redelegated.

6. APPROVALS

Any action taken under this section to enter into a utility pole agreement shall be subject to the prior approval of the head of the activity concerned.

7. INSURANCE REQUIREMENTS

a. Except as provided in subparagraph c below, the user shall procure and maintain at its own expense insurance to cover all risks and liabilities imposed on the user by paragraph 7 of the Utility Pole Agreement. All insurance shall be in such form, in such amounts, for such periods of time and with such insurers as the EFD may from time to time require or approve. The following minimum amounts of insurance coverage shall be required:

- (1) Property Damage to Navy Property. Not less than the current replacement cost of the Navy property involved less normal depreciation;
- (2) Third Party Property Damage and Personal Injury. Bodily injury or death - \$100,000 per person, \$300,000 per accident. Property damage - \$50,000 per accident.

b. Where insurance is required the EFD will be responsible for the administration of insurance requirements established herein. The responsibility includes, but is not limited to, the review and approval of insurance policies or certificates of insurance furnished by users pursuant to the terms of the Utility Pole Agreement. Insurance policies or certificates will be retained by the EFD.

c. The EFD may waive the insurance requirements of paragraph 8 of the Utility Pole Agreement upon a determination that the user is sufficiently responsible, financially and otherwise, to assume the risks and liabilities imposed by paragraph 7 of that Agreement.

8. PROCEDURES

Before entering into any utility pole attachment agreement, the EFD shall determine that:

- a. The policy criteria established by paragraph 3 have been satisfied.
- b. The charges for the use authorized under the Utility Pole Agreement represent fair value for such use.
- c. The agreement contains all the terms and conditions provided in the Utility Pole Agreement, Appendix "A," except that the insurance requirements of paragraph 8 thereof may be waived under the conditions specified in paragraph 7.c.

4. Any additional terms and conditions are not inconsistent with Appendix "A" and are desirable in the interest of the Government.

The policy determinations required by paragraph 3 and the determination required for waiver of insurance requirements provided for in paragraph 7.c shall be made in writing and should be supported by such facts as are considered necessary to justify the required determinations. Copies of such determinations shall be retained in the permanent files of the EFD.

9. DISTRIBUTION

After approval and execution of the Utility Pole Agreement, copies will be distributed as follows:

Original	- User .
Signed Agreement	- EFD
Signed Agreement	- Navy Regional Finance Center Accounts Receivable and Claims Division (FR 20) Washington, DC 20390, except when outside CONUS (see NAVCOMPT Manual 043132)
Conformed Agreement	- Commanding Officer of the activity
Conformed Agreement	- Commander, Naval Facilities Engineering Command

PERMITS TO U.S. COMMISSIONER OF EDUCATION.
DEPARTMENT OF HEALTH, EDUCATION AND WELFARE

10. BACKGROUND

The United States Commissioner of Education is authorized under existing legislation to provide school facilities on Federal property for dependent children of military and civilian personnel who reside on such property. SECNAV Instruction 11013.6C of 26 July 1961, Appendix "B" to this Chapter, established policies and procedures for determining when additional or new school facilities shall be constructed on Navy and Marine Corps installations and for processing requests to the United States Commissioner of Education for such construction.

11. SCOPE

The provisions of this section are applicable to the issuance of permits, upon his request, to the U.S. Commissioner of Education for the construction of additional or new school facilities on Navy and Marine Corps installations within the United States, Guam, Puerto Rico, Virgin Islands, and Wake Island.

12. DELEGATION OF AUTHORITY TO COMMANDERS/COMMANDING OFFICERS

Officers commanding Naval Facilities Engineering Command field divisions are authorized, subject to the limitations of this section, to issue, amend, and terminate permits to the U.S. Commissioner of Education for the construction and operation of school facilities. The authority delegated herein may be redelegated.

13. APPROVALS

Prior to issuing or amending a permit under the above authority, the EFD will obtain the approval therefor from the Commander Officer of the activity and those of his superiors in the echelon of command up to and including the major claimant.

14. TERMS AND CONDITIONS

Each school permit entered into under the authority of this section shall contain the terms and conditions included in School Permit, Appendix "C" to this Chapter.

15. PROCEDURE FOR ISSUANCE OF PERMITS TO THE U.S. COMMISSIONER OF EDUCATION

Each request from the Commissioner for the use of Navy or Marine Corps property forwarded to the EFD should include detailed information and a description of the land areas and improvements, if any, to be included in the permit. Prior to entering into a school permit with the U.S. Commissioner of Education, the EFD will determine that:

a. The permit has been approved by the approving authorities indicated in paragraph 13 (The EFD shall submit each request for approval to the approving authorities together with a map delineating the land areas and improvements, if any, to be included in the permit. A copy of each request, with all enclosures, shall also be forwarded to the NAVFAC Headquarters) and

b. The agreement contains all the terms and conditions provided in the School Permit, Appendix "C" to this Chapter.

16. DISTRIBUTION

After approval and execution of a school permit, copies will be distributed as follows:

Original	-	Office of Education, Department of HEW Washington, DC 20201
Signed copy	-	Commanding Officer
Signed copy	-	EFD
Conformed copy	-	Commander, Naval Facilities Engineering Command
Conformed copy	-	Major claimant

RAILROAD SPUR TRACK AGREEMENTS
(STANDARD SWITCHING OR TRACAGE AGREEMENTS)

17. SCOPE

This section prescribes policies and procedures for the consummation, administration, and termination of railroad spur track agreements.

18. DEFINITIONS

The following definitions are applicable to this section:

8. "Railroad" is any railroad authorized to operate as a common carrier pursuant to local law or the regulations of the Interstate Commerce Commission.

b. "Railroad Spur Track Agreement" which is synonymous with "Standard Switching or Trackage Agreements," is an agreement with a railroad obligating the railroad to provide specified railroad services between a point on its line and certain points within a command or industrial facility of the Department of the Navy over Government-owned trackage, and granting the railroad rights of access to the facility and rights of use in the Government-owned trackage incidental to the performance of such obligation, and establishing the conditions of such obligations and rights.

c. "Government-Owned Trackage" including rails, switches, roadbed, trestles, ballast, culverts, pavements, drainage facilities, etc., located on real property under the control of the Government.

19. POLICY

Railroad spur track agreements involve primarily the procurement of services for command and industrial facilities of the Department of the Navy, including some which may be in temporary custody and control of contractors or lessees of the Department. They all contain the common element of a grant to the railroad of rights of access to and use of Government real property incidental to such services and the development of the spur track agreement and the delegations of authority with respect thereto are for the purpose of centralizing the authority for entrance into such agreements and for securing a maximum degree of uniformity in the provisions thereof.

20. DELEGATION OF AUTHORITY TO COMMANDERS/COMMANDING OFFICERS

Officers commanding Naval Facilities Engineering Command field divisions, are authorized, subject to the limitations of this section, to consummate, administer, and terminate railroad spur track agreements. The authority delegated herein may be redelegated.

21. PROCEDURES

Upon receipt of a request for a railroad spur track agreement, EFD will advise the transportation officer of the activity thereof and will request him in accordance with paragraph 102 G11c of the Military Traffic Management Regulation (NAVSUP Instruction 4600.70 of 15 March 1969 w/chs) to (1) negotiate an appropriate agreement with the railroad, (2) obtain the approvals thereon of his superiors in the military command echelon up to the major claimant and of the Military Traffic Management Command, (3) procure the execution thereof by the railroad, and (4) forward the agreement to the EFD for execution. The format to be used for guidance in preparing the agreement is set forth as Appendix "I" to the Military Traffic Management Regulation and a Appendix "D" to this chapter. Significant revisions to trackage agreements should be handled in the same manner.

22. DISTRIBUTION

After approval and execution of a railroad side track agreement, copies shall be distributed as follows:

Original	- Railroad
Signed Agreement	- Commanding Officer of the Activity
Signed Agreement	- EFL
Signed Agreement	- MTIC
Conformed Agreement	- Major Claimant
Conformed Agreement	- Commander, Naval Facilities Engineering Command

APPENDIX A

UTILITY POLE AGREEMENT

This Agreement, made this _____ day of _____ 19_____, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), and the _____ COMPANY, a corporation duly organized and existing under the laws of the State of _____ (hereinafter called the "Company");

WHEREAS, the Government now owns or may hereafter own certain utility poles and structures at the United States _____

_____ (hereinafter called the "Station"), and

WHEREAS, the Company desires from time to time to use certain of said poles and structures and portions of the "Station", and the Government has determined that it will be in the public interest to authorize such use upon the terms and conditions hereinafter set forth,

THEREFORE, IT IS AGREED AS FOLLOWS:

1. AUTHORIZED USE. The Company may, for a period of five years from the date hereof, unless sooner terminated, use those Government-owned utility poles and structures and portions of the Station particularly described in Exhibit "A", attached hereto and made part hereof, for the attachment, placement or erection of the utility equipment, apparatus and facilities particularly described in Exhibit "B", attached hereto and made part hereof.

2. TERMINATION. The use authorized herein may be terminated in whole or in part by either party hereto upon not less than thirty (30) days' prior written notice.

3. USE CHARGES. The Company shall pay the Government for the use authorized herein amounts computed on the basis of the charges specified in Exhibit "C", attached hereto and made part hereof, such payment to be made within thirty (30) days next following the close of each calendar quarterly period, or fraction thereof, during which this Agreement shall remain in force by check drawn to the order of the Department of the Navy. In the event of termination of any use authorized herein in whole or in part the charges relating thereto shall be prorated. Notwithstanding any other provision of this Agreement, unless paid within 30 days all amounts that become payable by the Company to the Government under this Agreement (net of any applicable tax credit under the Internal Revenue Code) shall

bear interest from the date due until paid, and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulations, as is effect on the date of this Agreement. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (1) the date fixed pursuant to this Agreement, (2) the date of the first demand for payment, (3) the date of the supplemental agreement fixing the amount, or (4) if this Agreement provides for revision of prices, the date of written notice to the Company stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement.

4. ACCESS. The Company, its agents, servants, contractors or other authorized representatives shall be afforded ingress and egress over Government property for the purpose of performing work or operations or otherwise enjoying the benefits of the use authorized herein, subject, however, to such rules, regulations and orders as are or may be prescribed by the Commanding Officer of the Station or other duly authorized Government official.

5. ATTACHMENTS. All apparatus, equipment and facilities attached, placed or erected by the Company hereunder shall be so attached, placed or erected and operated and maintained by the Company in accordance with its regular practices, subject, however, to the approval of the Commanding Officer of the Station or his duly authorized representatives. All the expenses connected with the attachment, placement, erection, operation or maintenance by the Company of such apparatus, equipment and facilities shall be borne by the Company.

6. REMOVAL. Upon termination of the use authorized herein in whole or in part the Company shall, within thirty (30) days after such termination, remove all Company-owned apparatus, equipment and facilities involved in such terminated use and shall promptly restore any Government property connected therewith to its former condition. In the event the Company shall fail to remove as aforesaid, all apparatus, equipment and facilities involved in such terminated use shall be deemed to have been abandoned by the Company and the Company shall reimburse the Government for the cost, if any, incurred by the Government in effecting removal or otherwise restoring its property to its former condition.

7. LIABILITY AND INDEMNIFICATION

a. The Company hereby assumes liability for loss of or damage to Government property resulting from or arising out of the Company's exercise of the use authorized herein. Any such property so lost or damaged shall be promptly replaced, repaired or restored by the Company to as good condition as it was before such loss or damage occurred, provided that the Company may at its option in lieu of such replacement, repair or restoration,

reimburse the Government for the cost of any such work in an amount to be determined by the Government.

b. The Company shall indemnify and save harmless the Government, its officers, agents, servants, and employees from all liability under the Federal Tort Claims Act (62 STAT 869, 982; 28 U.S.C. 2671, 2680) or otherwise, for death of or injury to all persons, or loss of or damage to the property of all persons resulting from or arising out of the use authorized herein.

8. INSURANCE. The Company shall procure and maintain at its own expense insurance to cover all risks and liabilities assumed by the Company under Article 7 of this Agreement. All insurance shall be in such form, in such amounts, for such periods of time and with such insurers as the Government may from time to time require or approve. Each policy of insurance shall contain a provision for thirty (30) days written notice to the Government prior to the making of any material change in or cancellation of such policy. The Company shall promptly deliver to the Government a certificate of insurance or certified copy of each policy of insurance required by this Agreement and shall also deliver, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or certified copy of each renewal policy covering the same risks and liabilities. Each policy of insurance covering death and personal injury and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

9. NONASSIGNABILITY. Neither this agreement nor the use authorized herein shall be assignable or transferable in whole or in part by the Company.

10. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

11. COVENANT AGAINST CONTINGENT FEES. The Company warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees from bona fide established commercial agencies maintained by Company for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to cancel this agreement without liability or in its discretion to require Company to pay, in addition to the use charges or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12. LABOR PROVISION In connection with the performance of work under this agreement, the Company agrees as follows:

a. Equal Opportunity. During the term of this agreement the company agrees as follows:

(1) The company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

(2) The company will, in all solicitations or advertisements for employees placed by or on behalf of the company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The company will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the government, advising the labor union or worker's representative of the company's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The company will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the Government and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the company's noncompliance with the Equal Opportunity clause of this agreement or with any of said rules, regulations, or orders, this agreement may be cancelled, terminated or suspended in whole or in part, and the company may be declared ineligible for further

Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1963, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1963, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The company will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 104 of Executive Order 11246 of September 24, 1963, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The company will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the company becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction by the Government, the company may request the United States to enter into such litigation to protect the interests of the United States.

b. Convict Labor. In connection with the performance of work required by this agreement, company agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

c. Contract Work Hours Standard Act (40 U.S.C. 327-330). This agreement, to the extent that it is a contract of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-43), is subject to the following provisions and exceptions of said Contract Work Hours Standards Act and to all other provisions and exceptions of said law:

(1) The Company shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the Company's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(2) In the event of any violation of the provisions of paragraph (1) the Company shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (1) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (1).

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IN WITNESS WHEREOF, the Government and the Company have caused this
agreement to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

COMPANY

By _____

NOTE: For cases where the agreement will be executed in conjunction with a
franchise contract, such as for cable television, the term of use may
be extended to conform to the length of the franchise contract, not to
exceed ten years.

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APPENDIX B



DEPARTMENT OF THE NAVY
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20350

SECNAV 11013.6C
NAVCOMPT: MCA3
26 JUL 1961

SECNAV INSTRUCTION 11013.6C

From: Secretary of the Navy
To: All Shore Stations

Subj: Provision of school facilities for children who reside on Federal property and temporary school facilities for children of members of the Armed Forces on active duty under certain circumstances

Incl: (1) List of Regional and Field Representatives, Dept. Health, Education, and Welfare, Office of Education

1. Purpose. The purpose of this Instruction is to promulgate policies and procedures for determining when additional, new, or temporary school facilities shall be constructed on Navy and Marine Corps installations for the education of dependent children of military and civilian personnel of the Department of the Navy.

2. Cancellation. SECNAV INSTRUCTION 11013.6B of 12 Nov 1958 w/CH-1 of 7 Apr 1959, same subject, are hereby cancelled and superseded.

3. Scope. The provisions of the Instruction for the construction of additional, new, or temporary school facilities on Federal property or property under Federal jurisdiction are applicable to all Navy and Marine Corps installations within the United States, Guam, Puerto Rico, Virgin Islands, and Wake Island. For the purpose of this Instruction, the term "Navy and Marine Corps installations" includes the Federal property on which such installations are located and adjacent Federal property under the jurisdiction of the Department of the Navy.

4. Authority. Pursuant to the provisions of the Act of September 23, 1950, as amended, and as further amended by Section 502 of the Act of May 6, 1960, (74 Stat. 89), the United States Commissioner of Education is authorized to provide for the construction of additional or new school facilities on Federal property for children who, it is estimated by the Commissioner in any fiscal year, will be residing on such property at the end of the next fiscal year or to provide minimum school facilities on the temporary basis, for children of members of the Armed Forces on active duty in situations where one or all of the following conditions are present.

a. if no tax revenue of the State or any political subdivision thereof may be expended for the free public education of such children;

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b. if it is his judgment, after he has consulted with the appropriate State educational agency, that no local educational agency is able to provide suitable free public education for such children;

c. if it is his judgment, after he has consulted with the appropriate State educational agency, that no local educational agency is able to provide suitable free public education for children of members of the Armed Forces on active duty, if the schools in which free public education is usually provided for such children are made unavailable to them as a result of official action by State or local governmental authority.

5. Policies governing applications for constructing school facilities on Federal property. Requests for the construction of school facilities on Navy and Marine Corps installations under the provisions of the above law for the accommodation of children residing thereon will be in order when the following conditions have been met.

a. It has been determined jointly by representatives of the State and local educational agencies and commanding officers concerned that, in order to serve effectively the pupils living on Federal property, the school building should be located on Federal property.

b. That the Department of the Navy is unable, or it is not in the public interest to transfer ownership of, or convey a sufficient leasehold interest in, a suitable school site to a local educational agency to construct a school building, and consequently, no local educational agency is able to provide suitable free public education for such pupils.

c. That, under State law, State or local funds cannot be expended for the construction of school facilities on Federal property.

6. Action required

a. Field commands

(1) Where a determination has been reached locally and site clearance has been obtained from the management bureau, office, or Headquarters, Marine Corps, as appropriate, that school facilities should be constructed on Federal property pursuant to the policy in paragraph 5, the request will be initiated by the local command. Facilities to be provided pursuant to statutory authority and the policy of the United States Commissioner of Education as set forth in paragraphs 4 and 5 will be restricted to minimum educational facilities necessary for pupils who will be in membership at the end of the next fiscal year for whom no school facilities exist.

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(2) Irrespective of whether the school facilities are to be operated by a local school agency or by the Federal Government, the request or application to the United States Commissioner of Education for the construction of school facilities on Federal property should contain the following:

(a) Name of the agency which will operate the school program.

(b) Describe the exact site on which the requested project is to be constructed together with a detailed description of the site i.e. number of acres, legal description by metes and bounds; and, the relationship of the location of the site to the residency of the pupils.

(c) The number of pupils by grades residing on and now attending school on Federal property; the estimated number of pupils by grades who will be residing on and attending school on Federal property at the end of the next fiscal year. Estimates are to be made for the end of the next fiscal year succeeding the fiscal year in which the application is made. Give month and year of the next fiscal year.

(d) The number of occupied and unoccupied family housing units now on the installation; and, the number of housing units programmed to be completed by the end of the next fiscal year. If trailer units or other temporary housing units are included list separately with complete details.

(e) A list by name of all buildings used for school purposes; describe each building, giving number and types of rooms and the pupil capacity; described the condition of each building used for school purposes, which is considered unsafe or otherwise unusable; and, identify by project number any building constructed under the provisions of the Act of September 23, 1950, as amended.

(f) The estimated number of pupils by grades for whom additional school facilities are needed by the end of the next fiscal year.

(g) If the proposed construction is a new school building, indicate the grades to be accommodated, the number of classrooms, and auxiliary rooms, such as, administration units, multi-purpose room, kitchen, toilets, boiler room and storage.

(h) Indicate the number and type of rooms to be added, and the capacity and grades to be accommodated therein if the proposed construction is an addition to existing school building.

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Identify by name and project number if the existing building was constructed under the provisions of the Act of September 23, 1950, as amended.

(i) Obtain comments of the State Department of Education concerning the educational adequacy of the Site.

(j) Enumeration of reasons why the State or local educational agencies are unable to provide the school facilities.

(k) In those instances where a local educational agency will operate the facilities, a statement containing the comments of an official of such agency should accompany the request.

(l) Other information considered to be pertinent in considering the request for assistance.

(m) Approval of a request for construction of school facilities on Federal property will not be given until the required information regarding the site is received in the U.S. Office of Education.

b. Preparation and submission of request

(1) The request or application for school facilities should be addressed to the U.S. Commissioner of Education, Department of Health, Education, and Welfare, Office of Education, Washington 25, D.C., prepared in an original and seven copies and submitted through command channels to the management bureau, office, or Headquarters, Marine Corps, as appropriate. The management bureau, office, or Headquarters, Marine Corps, as appropriate, will then forward the original and five copies to the State Education Agency for its review and recommendations. After reviewing the application and preparing recommendations relating to it, the State Educational Agency will retain one copy and transmit the original and two copies to the U.S. Commissioner of Education. The remaining two copies will be forwarded to the appropriate Field Representative of the Office of Education, who will transmit one copy of the Field Office of the Community Facilities Administration. The application thus filed through the State Educational Agency shall be the official application.

(2) The management bureau, office or Headquarters, Marine Corps, as appropriate, will forward one copy of the request to the Office of the Comptroller of the Navy. In order that the Comptroller of the Navy may comply with the requirements of the U.S. Commissioner of Education for the submission of a statement of the Department's views and recommendations with respect to the proposed school facilities,

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the referrals by the management bureaus, office or Headquarters, Marine Corps should cover the following items where appropriate:

- (a) Is it expected that the indicated number of Family Housing Units will be completed as specified?
- (b) Can the proposed site for the school facilities be made available as stated in the request?
- (c) Can utilities on the installation be utilized for the proposed facilities as specified in the request?
- (d) Are there any reasons why the facilities should not be of permanent construction, and if so, what are they?
- (e) Is the proposed arrangement for providing the school facility satisfactory?
- (f) Is the proposed arrangement for the operation of the school satisfactory?
- (g) Is approval of the request for the provision of school facilities to serve children residing on the installation recommended?
- (h) Are any changes in the request suggested or recommended?
- (i) By what date should the facilities be made available?
- (j) Other comments.

(3) The foregoing comments and recommendations accompanied by a copy of the request submitted to the U.S. Commissioner of Education for the construction of school facilities should be forwarded to the Office of the Comptroller of the Navy as promptly as possible in order that the processing of the request will not be delayed in the U.S. Office of Education awaiting the Department's views.

c. Procurement of permit. The Bureau of Yards and Docks will be responsible under existing Departmental regulations for obtaining the necessary clearance for any permit that may be entered into with the U.S. Commissioner of Education and for subsequently preparing, approving, executing and distributing the permit that is required to accomplish the grant of interest. Any request for the use of real property or improvements will be submitted to the Chief, Bureau of Yards and Docks, via the appropriate District Public Works Officer, and the management bureau, office or Headquarters, Marine Corps.

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d. Use and Occupancy Permit. Upon the completion of new or additional school facilities, the Field Representative of the U.S. Office of Education will inspect and accept the project from the contractor on behalf of the Government. Where it is determined that the school facilities so constructed will be operated by the Department of the Navy under a use and occupancy permit from the U.S. Office of Education, the Field Representative of the U.S. Office of Education will deliver the permit to the local command. The local command will promptly forward the permit to the Chief, Bureau of Yards and Docks, or his designee, or the Commandant of the Marine Corps, or his designee, for Marine Corps property, for approval and execution on behalf of the Secretary of the Navy.

e. Control of school facilities constructed on Federal property. In the case of school facilities constructed on Federal property with appropriated funds provided by the Department of Health, Education, and Welfare, Office of Education, the control of such buildings will be vested in the U.S. Commissioner of Education subject to the terms and conditions of the permit for the use of the site. This will not preclude contractual arrangements between the Commissioner and a local school agency for the use of the land and building where it is determined that a local school agency rather than the Federal Government will operate the school.

f. Purchasing of utilities and services. Heat, light, water, sewage disposal, and maintenance of buildings, roads, grounds, and utility systems or other related services necessary for the operation of the school under local school agency or Federal administration may be furnished by Naval or Marine Corps installations when the existing capacity permits and where commercial sources are not readily available or it is in the Government's interest to provide them. All such utilities furnished, which result in an expense to the installation, will be on a reimbursable basis. Reimbursement therefor will be determined at cost, exclusive of any surcharge. Extensions of utility systems to the school building site should be financed by appropriated funds provided by the Department of Health, Education, and Welfare or by State or local educational agency, as appropriate.

7. Functions of agencies

a. Local educational agency. In those cases where the school program is to be operated on Federal property by a local educational agency, that agency will be requested to submit comments on the request to the U.S. Commissioner of Education.

b. State educational agency. The State educational agency will be requested to review the application of school facilities made pursuant

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to Section 10 of the Act of September 1950, as amended, and will submit its comments and recommendations to the U.S. Commissioner of Education on the following:

- (1) Reasons why the State or local educational agency cannot provide the facilities for the pupils living on Federal property.
- (2) Desirability of the proposal for providing the needed school facilities.
- (3) Whether, under existing circumstances, the proposed facilities are acceptable under State standards.
- (4) Whether the proposed facilities are to the maximum practicable extent comparable to school facilities provided for pupils in comparable communities in the State.

c. Housing and Home Finance Agency. Pursuant to the provisions of the Act of September 23, 1950, as amended, the U.S. Commissioner of Education has entered into Agreement with the Housing and Home Finance Agency for the performance of certain functions in connection with the construction of facilities on Federal property. Where it is necessary to provide school facilities on Federal property the Commissioner will request the Housing and Home Finance Agency to:

- (1) furnish an estimate of the cost of the project to be constructed,
- (2) enter into architectural contracts for preparation of plans and specifications after the estimated cost has been approved by the Commissioner,
- (3) secure permits for access and right of entry to project site,
- (4) proceed with the construction of facilities after approval of final plans and specifications by Field Representative for the U.S. Office of Education.

d. Field Representative, U.S. Office of Education. A list of field representatives of the U.S. Office is attached as enclosure (1). The field representative will:

- (1) submit recommendations to Director of Field Operations U.S. Office of Education on need for school facilities;

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(2) approve or disapprove school site for educational adequacy.

(3) review the final plans and specifications for educational adequacy and notify Housing and Home Finance Agency in writing of approval or disapproval,

(4) review the equipment lists for minimum requirements and notify Housing and Home Finance in writing of approval or disapproval.

8. Minimum school facilities on a temporary basis

a. General policies

(1) Arrangements to provide temporary school facilities and free public educational programs will be made for children whose parents are members of the Armed Forces on active duty only if the schools usually attended by such children are made unavailable to them as a result of official action by State or local governmental authority.

(2) All arrangements made under the legislative authority will be of a temporary character and will be continued only until such time as the public schools which the children of members of the Armed Forces on active duty usually attend are reopened and no longer unavailable to them. After the public schools have been reopened, operations under the temporary arrangements will be discontinued as soon as practicable or by the end of the current school year, whichever is earlier.

b. Type of arrangement. Arrangements will be made for the use of temporary facilities and for providing educational programs as appear to be the most feasible and practicable under the specific conditions that exist in each situation. Major considerations will be the number and residences of the children involved; the length of time required to get facilities ready and an educational program in operation; the reasonableness of the costs involved in relation to normal costs of school operation in the State; and the maintenance of effective working relationships with State and local school officials. The types of arrangements may include any of the following:

(1) enrolling children in the schools of a neighboring school district;

(2) temporary use of regular public school buildings in the district which are not being used;

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(3) double sessions or otherwise maximum use of any school facilities on Federal property;

(4) renting or renovating privately owned buildings that may be available in the area, to be used temporarily as school facilities;

(5) renovation to the extent necessary of permanent or temporary buildings located on Federal property;

(6) acquisition through surplus property or otherwise of demountable buildings or trailers adaptable for temporary use as school facilities.

9. Coordination. In cases where two or more military services have substantial numbers of personnel on active duty in an area in which the school may be closed and in which arrangements by be necessary, liaison with the other service(s) should be established in order to preclude duplication of effort or uneconomical, different programs. Designated officials of the services will be responsible for:

a. Coordinating the preliminary plans to organize, administer and operate the educational program to provide free public education for the affected children in the area;

b. Maintaining close liaison with the Regional Representative of the U.S. Office of Education located in the area.

10. Data to be assembled for advanced planning purposes. In formulating tentative preliminary plans the following data will be secured:

a. Probable dates schools are expected to close.

b. School districts affected.

c. Number of children of military personnel on active duty in each such school district and in each grade level in accordance with the table outlined below:

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(Name of School District)

Grade Level	Total	Living On-Base		Living Off-Base	
		Attending On-Base	Attending Off-Base	Attending On-Base	Attending Off-Base
K					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
Total		—	—	—	—

d. Prepare map or maps showing the location of schools, school district boundaries, and the number of children in each school district for whom minimum facilities would have to be provided on a temporary basis.

e. Secure information regarding buildings located on-base that could be made available for use as temporary school facilities. Such information should include for each building the following:

- (1) Name, location, general description and estimated pupil capacity.
- (2) Number of pupils, by grades, to be housed in each building.
- (3) Availability of utilities and services.
- (4) Extent of construction, alteration, or renovation required to make the buildings usable as a school on a temporary basis.

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f. If no existing buildings are available for use for school facilities or the existing buildings do not have sufficient capacity to accommodate the estimated number of pupils, it may be necessary to acquire and erect demountable buildings or trailers to be located on property owned or leased by the Government. In such case describe the school facilities needed and the exact site or sites on which temporary facilities could be located. The description should show:

- (1) Accessibility of the site.
- (2) Number of acres.
- (3) A plot plan of the site attached to the application.
- (4) The legal description by metes and bounds.

g. Statement that existing buildings or sites on which proposed temporary school facilities should be constructed would be available for as long as needed.

h. Estimated cost by general item for renovation or alteration of existing buildings or for acquisition and erection of demountable buildings if that method is to be used.

11. Preparation and submission of request. The request or application for temporary school facilities should be addressed to the U.S. Commissioner of Education, Department of Health, Education, and Welfare, Office of Education, Washington 25, D.C. prepared in an original and six copies and submitted through the Office of the Navy Comptroller, Department of the Navy, Washington 25, D.C. (via the Commandant of the Marine Corps in the case of requests originated by Marine Corps activities).

12. Action required

a. The Under Secretary of the Navy will review the information certifying as to the accuracy of the facts presented, and forward the original and four copies with recommendations to the Secretary, Department of Health, Education, and Welfare.

b. The Office of the U.S. Commissioner of Education will review the preliminary plans for the provision of temporary facilities in order to arrive at a tentative evaluation of the practicability of the proposed plans for providing temporary school facilities in the event schools are closed.

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c. The U.S. Office of Education will advise the Under Secretary of the Navy of such tentative evaluation with the understanding that final approval of any plans or for the transfer of funds to implement same cannot be given until schools are actually closed and the Commissioner has officially determined, after consultation with appropriate State educational agency, that no local educational agency is able to provide suitable free public education for the affected children.

d. When it appears there is a possibility that the schools usually attended by children of members of the Armed Forces on active duty may be closed, commanding officers should concurrently upon undertaking preliminary planning, advise the appropriate management bureau, management office, or the Commandant of the Marine Corps, as appropriate.

PAUL B. FAY, JR.
Under Secretary of the Navy

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OFFICE OF THE SECRETARY

ENCLOSURE (1)

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DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
OFFICE OF EDUCATION
REGIONAL & FIELD REPRESENTATIVES
SCHOOL ASSISTANT PROGRAM

<u>Region</u>		<u>Area of Responsibility</u>
I	Peters, R. Worth (R.R.) 120 Boylston St., Boston 16, Massachusetts	<u>and</u> Anderson, Erik (P.R.) <u>and</u> Johnson, Samuel E. (A.P.R.) Conn., Maine, Mass., N. H., R.I., Vt.
II	MacLaughlin, Marlin V. (P.R.) Dept. of HEW 42 Broadway New York 4, N. Y.	<u>and</u> McLaughlin, Cornelius R. (P.R.) <u>and</u> Aland, Gordon A. (A.P.R.) Del., N. J., N. Y., Pa.
III	Wofford, James (R.R.) #6 700 East Jefferson St., Charlottesville, Va.	<u>and</u> Hollingsworth, W. Ray (P.R.) D.C., Ky., Md., N.C., Va., W. Va., P.W., V. I.
IV	Ackland, Neil W. (R.R.) Dept. of HEW, Reg. IV Room 423 50 - 7th Street, N. E., Atlanta 5, Ga.	<u>and</u> Paullette, Edward V. (P.R.) <u>and</u> Carnay, Norfleet L. (P.R.) <u>and</u> Langley, Lorenzo D. (P.R.) Ak., Fla., Ga., Miss., S.C., Tenn.
V	Talley, Harley E. (R.R.) 433 West Van Buren St., Room 712 Chicago 7, Illinois	<u>and</u> Orcutt, Robert D. (P.R.) <u>and</u> Smith, Horace L. (P.R.) <u>and</u> Beucler, Wilbur D. (P.R.) <u>and</u> Hearn, Murphy (P.R.) Ill., Ind., Mich., Ohio, Wis.

(b) (7) D

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DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
OFFICE OF EDUCATION

REGIONAL & FIELD REPRESENTATIVES
SCHOOL ASSISTANT PROGRAM
(Cont'd)

<u>Region</u>	<u>Responsibility</u>	<u>Area of Responsibility</u>
VII	Ross, Cameron H. (R.R.) 2105 Federal Office Bldg. 911 Walnut St., No. Kansas City 6, Mo.	<u>and</u> Harper, Robert A. (P.R.) <u>and</u> Smith, Garrett H. (P.R.) <u>and</u> Watson, John L. (P.R.) Law., Kans., Minn., Mo., Nebr., N. Dak., S. Dak.
VIII	Skippling, William R. (R.R.) ^{as} Dept. of HEW 1114 Commerce St., Dallas 2, Texas	<u>and</u> Jackson, E. W. (P.R.) <u>and</u> Sweeney, B. C. (P.R.) <u>and</u> Yarbrough, Cecil L. (P.R.) ^{as} <u>and</u> Hathaway, Quinton S. (P.R.) ^{as} <u>and</u> Thomas, Jack (A.P.R.) Ariz., La., N. Mex., Okla., Tex.
IX	Ross, Ralph A. (R.R.) First Nat'l Bank Bldg. 621 - 17th St., Rm. 551 Denver 2, Colo.	<u>and</u> Bunkel, H. John (P.R.) <u>and</u> Jones, David E. (A.P.R.) Colo., Idaho, Mont., Utah, Wyo.
X	Wells, Thomas R. (R.R.) 441 Fed. Office Bldg. San Francisco 7, Calif.	<u>and</u> Saltzman, E. A. (P.R.) <u>and</u> Bowers, Norman M. (P.R.) <u>and</u> Choplkin, Ralph I. (P.R.) <u>and</u> Thomas, Louis A. (P.R.) <u>and</u> Stephens, Gilbert H. (P.R.) <u>and</u> Jenkins, George C. (P.R.) Ariz., Calif., Nev., Guam, Hawaii, Wake Island
(XI)	Jackson, Paul T. (A.R.R.) 608 Fed. Office Bldg. 909 First Avenue Seattle 4, Wash.	<u>and</u> Erickson, Everett R. (P.R.) Oreg., Wash., Alaska

^{as} May be addressed as Mr.
R.R. - Regional Representative; P.R. - Field Representative; A.P.R. - Associate Field Representative

(27)

APPENDIX C

SCHOOL PERMIT

THE DEPARTMENT OF THE NAVY (hereinafter called the PERMITTER) hereby grants to the UNITED STATES COMMISSIONER OF EDUCATION, DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE (hereinafter called the PERMITTEE) permission to occupy and use the following described real property (hereinafter called the PREMISES) comprising a part of the United States _____ (hereinafter called the STATION), said real property particularly described as follows:

(Description)

The permission herein granted is subject to the following provisions and conditions:

1. This permit shall begin on the _____ day of _____ 19_____, and is terminable as hereinafter provided.
2. The premises shall be used by the Permittee for the purpose of constructing thereon school buildings and appurtenances as provided for under existing Acts of Congress, and thereafter for maintaining and operating such buildings and appurtenances for the public education of children residing on the Station. Permittee or its duly authorized agent operating the school shall exercise such jurisdiction and control over the above-described premises as the Permittee may deem requisite to the accomplishment of such purpose.
3. If and to the extent that utilities and related services required for Permittee's operations hereunder are available from private sources, Permittee, or its designated agent, will procure such utilities and services directly and Permitter agrees to grant any licenses that may be required for the purpose of extending service lines to the Premises. If such utilities and services are not obtainable from private sources, and if and to the extent that they are maintained and are available at the Station, Permitter agrees to furnish them to the Permittee, or its designated agent, provided that the cost of such utilities and services shall be reimbursed to the Permitter in accordance with existing laws and regulations governing such reimbursement, and provided, further, that if any Station utilities or services producing systems or distributing systems

are required to be expanded or extended to furnish any such utilities or services, the cost of any such expansion or extension will be borne by the Permittee.

4. If and to the extent that facilities and personnel for fire and police protection are maintained at the Station and are available for the purpose, Permitter agrees to furnish without reimbursement reasonable fire and police protection to protect the school facilities, provided, however, if any expansion of fire and police personnel or equipment is required by the Permittee to furnish such protection, the cost of any such expansion will be borne by the Permittee.

5. Permittee shall, at its own cost and expense, protect, preserve, maintain, repair, and keep in good order, condition, and repair, the Premises made available hereunder, and any alterations, additions, betterments or improvements thereto, which obligation shall extend to the making of capital repairs and replacements to the Premises and improvements as long as Permittee has authority to do so pursuant to Congressional authorization, and Permittee deems the Premises to be necessary to the accomplishment of its statutory obligations.

6. Prior to the construction of any building or substantial alteration, addition, betterment, or improvement by the Permittee or its designated agent, the Permittee shall consult with the officer commanding the cognizant field division of the Naval Facilities Engineering Command or his representative as to plans and specifications therefor.

7. Permitter may terminate this permit on reasonable notice to the Permittee in event of any of the following contingencies:

a. Failure of the Permittee to utilize the Premises for the education of children residing at the Station for a period of six consecutive months.

b. Termination of authority of the Commissioner of Education to conduct educational programs on Federal establishments.

c. Total absence of any children residing on the Station requiring use of the Premises for educational purposes.

8. Permittee may terminate its obligations under this permit on reasonable notice to the Permitter in the event of either of the following contingencies:

a. Permittee deems the Premises occupied under this permit to be unnecessary to fulfillment of its obligations under Acts of Congress.

b. Statutory authority of Permittee to maintain or operate the Premises occupied under the permit is terminated or expires.

9. Activities authorized hereunder shall be subject to such rules and regulations relative to ingress and egress, Station security, and the like, as may be prescribed by the Commanding Officer of the Station, who is hereby designated as the Local Representative of the Permittee for such matters, said rules and regulations to be consistent with the intended use of the Premises by the Permittee for educational purposes.

10. The operation of any school facilities which may be located on the Premises shall be conducted without segregation on the basis of race, creed or color.

THE DEPARTMENT OF THE NAVY has caused this permit to be executed on this _____ day of _____ 19____.

THE DEPARTMENT OF THE NAVY

By _____
Contracting Officer

By _____

The terms and conditions of this permit are acceptable to the Commissioner of Education, Department of Health, Education and Welfare.

DEPARTMENT OF HEALTH, EDUCATION AND WELFARE
UNITED STATES COMMISSIONER OF EDUCATION

Date: _____

By _____

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APPENDIX D

STANDARD SWITCHING OR TRACKEAGE AGREEMENT

This agreement made this _____ day of _____ 19_____, between the United States of America (hereinafter referred to as the "Government"), represented by the Transportation Officer executing this agreement and the _____ Railroad, a railway corporation (hereinafter referred to as the "Railroad").

WITNESSETH:

WHEREAS, the Railroad has constructed at its own cost and expense and is the owner of the spur railroad track, as shown in red on map of (Name of installation) designated as Exhibit No. 1 and attached hereto and made a part hereof, leading from the main line of said Railroad to the boundary of (Name of installation);

WHEREAS, the Government has caused to be constructed and is the owner of all track and track material in that portion of the spur track which lies within the boundary of (Name of installation), and which are shown in yellow on the aforesaid map attached hereto as Exhibit No. 1;

WHEREAS, it has been determined to be in the best interest of the Government and the Railroad to execute an agreement stipulating the liability attaching to the parties of this agreement in movement of traffic over said spur track;

NOW, THEREFORE, in consideration of the agreement herein contained and the mutual benefit resulting to the parties hereto, it is agreed as follows:

Article I OWNERSHIP AND MAINTENANCE:

(a) The Government shall maintain at its cost and expense in a manner satisfactory to the Chief Engineer, or another officer designated by the Railroad, that portion of the said spur track located within the boundaries of (Name of installation) all of which is shown in yellow on said map, attached hereto as Exhibit No. 1.

(b) The Railroad shall maintain at its cost and expense that portion of the spur track, all of which is shown in red on said map attached hereto as Exhibit No. 1, lying outside the boundaries of (Name of installation), and running to the Railroad's main line.

(c) All existing track and track material, including turnouts, in that portion of the spur track lying within the area of (Name of installation), all of which are shown in yellow on said map, attached hereto as Exhibit No. 1, shall remain the property of the Government and may be removed and/or relocated by the Government.

(d) All existing track, track material, including turnouts (as the same now exists or may hereafter be relocated), all of which are shown in red on said map, attached hereto as Exhibit No. 1, located outside the area of (Name of installation), shall remain the property of the Railroad and may be removed by the Railroad upon the termination of this agreement.

Article II CHANGES OR ENLARGEMENTS:

If any change, rearrangement or extension of said spur track, diverging from Railroad's main line and having its terminus within the boundary of (Name of installation), shall at any time be deemed necessary, or required by both of the parties hereto, such track shall be constructed and located in a manner satisfactory to both parties hereto, and the cost of that part thereof extending beyond the Railroad's right-of-way, shown in red on map attached hereto as Exhibit No. 1, shall be borne by the Government, and the cost of that part thereof lying within the Railroad's right-of-way shall be borne by the Railroad, and the provisions of this agreement shall extend to and be applicable to such changed, rearranged, or extended track.

Article III OPERATION:

(a) The Railroad will deliver carload freight, cars containing LCL freight, and empty cars for loading, to the Government, and perform initial placement at such points on said Government track as the Transportation Officer or his duly authorized representative may designate. Additionally, the Railroad will accept freight consisting of carload and LCL freight and empty cars from the Government at such points on said Government track so designated for transportation over the lines of the Railroad or its connections. These services will be provided by the Railroad at times when regular scheduled freight crews and equipment may perform the services. For such services the Railroad will make no charge over and above the lawful rates applicable to such shipments to or from (Name of railroad or station for the activity). In the absence of such rates the Railroad will be compensated for services ordered and performed pursuant to Article X, Rate Schedule.

(b) On Government request, the Railroad will furnish switching services other than initial placement and pickup provided for in this agreement. The Government will pay to the Railroad for such services the charges shown from time to time in the proper tariffs of the Railroad, duly filed and published according to law, or included in Article X, Rate Schedule, whichever is lower.

Article IV LIABILITY:

All cars, loaded or empty, delivered to the Government on tracks as set forth herein in article entitled "Operation" shall be deemed to have been fully and completely delivered as soon as any such car shall have

been spotted on the track as provided in article entitled "Operation" and detached from the engine or train by which it was moved and, except as hereinafter provided, the Railroad shall thereupon be fully and completely relieved of any liability either as common carrier, or as bailee or otherwise, for loss or damage for any such car or contents thereof occurring after such delivery and except as hereinafter provided, the Railroad shall not be liable as a common carrier, nor as bailee, nor otherwise, for any such car or the property loaded into any car on said track until said car is attached or coupled to the engine or train by which it is to be moved from said track, or until a bill of lading shall be issued therefore and received by Railroad's representative provided, however, that nothing contained in this section shall be deemed to relieve the Railroad of liability for any loss or damage resulting from the negligence of the Railroad, its officers, agents, or employees.

Article V RIGHT OF ENTRY:

The Railroad, its officers, agents, and employees, shall have the right, subject to such rules and regulations as may be prescribed by the Transportation Officer or his duly authorized representative, to enter upon the property of the Government for the purpose of operating said track, and inspecting the maintenance thereof.

Article VI CLEARANCES:

The Government agrees to not construct or permit construction of any obstruction having a clearance of less than _____ feet above the top of the rails of said spur track, or alongside said spur track within _____ feet of the center line of the track without allowing the necessary clearance on curves. All structures erected over the spur track shall be constructed and maintained in a manner satisfactory to the Chief Engineer or other officer designated by the Railroad.

Article VII TERM OF AGREEMENT:

This agreement is to take effect on the date of execution hereof and will continue until terminated in accordance with the provisions contained in Article entitled "Termination."

Article VIII TERMINATION:

(a) This agreement may be terminated by the Government in accordance with this clause whenever for any reason the Transportation Officer shall determine that such termination is in the best interest of the Government. Notice of intent to terminate this agreement under this provision shall be given in writing by the Government to the Railroad not less than thirty (30) days in advance of the effective date of termination.

(b) This agreement may be terminated by the Railroad in accordance with this clause when it is determined that such termination is in the best interest of the Railroad and that such termination is not in conflict

with military requirements. Notice of intent to terminate this agreement under this provision shall be given in writing by the Railroad to the Government not less than thirty (30) days in advance of the effective date of termination.

(c) In the event this agreement is terminated as provided in paragraphs (a) or (b) hereof, the Railroad shall be paid all charges due it at the time of termination, for services performed under and during the life of this agreement.

Article IX ORDERING OF SERVICES:

When, in accordance with Article III initial placement or acceptance of railcars by the railroad is not covered by lawful rates or when additional switching not covered by lawful rates is required, such additional services will be ordered by the issuance of a Government bill of lading executed by the Transportation Officer.

Article X RATE SCHEDULE:

Type of service	Unit	Rate
a. Switching to and from the railhead, station, or Government installation	____	\$ ____
b. Intrastation switching	____	\$ ____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed, sealed, and delivered this day and year first above written.

UNITED STATES OF AMERICA

BY: _____
(Transportation officer)

(Corporate Seal)

BY: _____
Railroad
TITLE: _____

CERTIFICATE

I, _____, certify that I am the _____
of _____ Corporation, named above; that _____
who signed this Agreement on behalf of said corporation, was then _____
of said corporation; and that this Agreement was duly
signed for and in behalf of said corporation by authority of its govern-
ing body and is within the scope of its corporate powers.

Witness my hand and seal of said corporation this _____ day
of _____ 19 _____.
(Corporate seal)

BY: _____

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