

**TRIDENT II D-5 NAVY SPECIAL INTERFACE
GAGE PROGRAM**

NAVAL WARFARE ASSESSMENT DIVISION (MS-15)

INTRODUCTION

The Trident II D-5 Gage Program insures that critical mating features of missile components are accurate and interchangeable. Gages are used extensively on every major missile section from the re-entry system to the booster rocket motors. These gages range from simple go/no go gages to complex, computer controlled RFS reading gages. The D-5 program contains over 800 gages which are used on both U.S. and U.K. (British) missile systems.

The purpose of this volume is to present an overview of the most unique gages used on the D-5 program. While the majority of them are purely mechanical in nature, there are many electronic, computer controlled gages on the program. Their uniqueness makes them the focus of this overview.

The gages are arranged by gage number. Each gage data sheet provides: basic gage information, a photograph of the actual gage, a list of features checked by the gage, and a diagram indicating where the component checked is located on the missile. The computer controlled gages are arranged in a two page format while the other gages use a single-page format. A complete list of gage numbers and names contained in this document is shown on the following page.

Information regarding the capability and effectiveness of the Trident II D-5 Gage Program or other Navy Special Interface Gage programs may be obtained by contacting the following personnel at the Naval Warfare Assessment Division in Corona, CA.

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TRIDENT II D-5 GAGES

5776459 Door Frame Gage
5776500 Third Stage Motor Gage
5776601 First Stage Motor Gage
5776602 Second Stage Motor Gage
5776850 Aft Heat Shield Gage
5776851 Forward Heat Shield Gage
5776852 Aft Substrate/Bonded Assy Gage
5776853 Nose Plug Gage
5776854 Forward Substrate Gage
5776855 Forward Bonded Assy Gage
5776871 Vertical Missile Hoisting Fixture Pull Test Fixture
5776873 Nose Cap Gage
5777011 MK 5 Release Frame Gage (Interface with Re-entry Body and Equipment Section)
5777012 MK 5 Release Frame Gage (Attach Pad Contour)
5777022 MK 4 Release Frame Gage
5777070 Equipment Section Multi Attribute Inspection Fixture

TRIDENT II D-5 NAVY SPECIAL INTERFACE GAGES

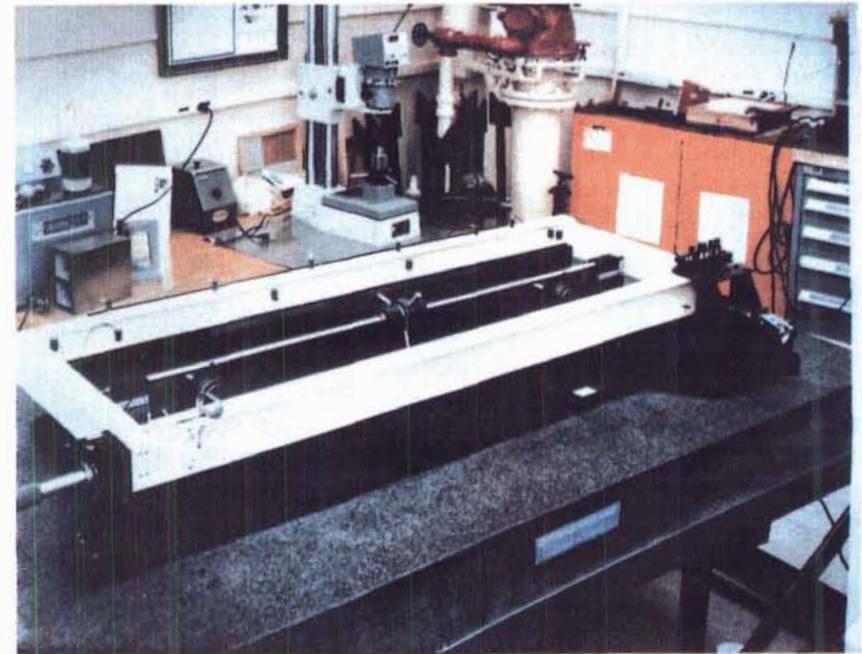
GAGE 5776495

DOOR FRAME GAGE

DRAWING NUMBER	5776495
NAME	Door Frame Gage
COMPONENT CHECKED	Door Frame, 2259420, 2259422, 2297454
PURPOSE	The purpose of the Door Frame Gage is to check the positions of the critical mating holes on the door frames of the submarine MK 98 Mod 1 fire control compartment including the Missile Test and Readiness Equipment.
LOCATION	General Electric, Pittsfield, MA
ACCURACY	Gage features meet or exceed the following limits: Size: +/- .0005 Position: .0005
CERTIFICATION CYCLE	18 months
FIRST DEPLOYED	1986
PROCUREMENT COST	\$87,200
WEIGHT	10 tons
APPROX SIZE	96" L X 48" W X 44" H

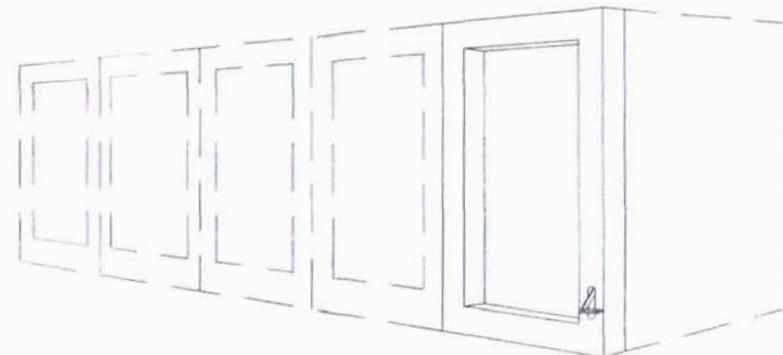
ATTRIBUTES VERIFIED ON DOOR FRAME

- .395/.390 diameter holes positioned within .060 to datums -B- and -C-
- .565/.560 diameter holes positioned within .060 to datums -B- and -C-
- .788/.781 diameter hole positioned within .005
- .397/.390 diameter hole positioned within .008
- 1.068/1.070 diameter hole positioned within .03



SCALE |-----|
4 FT

FIRE CONTROL COMPONENT CHECKED
DOOR FRAME



5776495

GAGE 5776500

THIRD STAGE MOTOR GAGE

DRAWING NUMBER 5776500

NAME Third Stage Motor Gage

COMPONENT CHECKED Third Stage Rocket Motor, Loaded, 5656760

PURPOSE The purpose of the Third Stage Motor Gage is to verify attributes on loaded rocket motors for government acceptance. (Over 24,000 data points). It verifies coordination requirements with launcher, interface requirements with other major missile sections, and interface requirements with ignitor and nozzle.

LOCATION United Technologies CSD, San Jose, CA

ACCURACY Gage features meet or exceed the following limits:
Size: $\pm .0001$
Position: $.0001$
Concentricity: $.0001$
Roundness: $.0001$
Length: $\pm .00005$

CERTIFICATION CYCLE 12 months

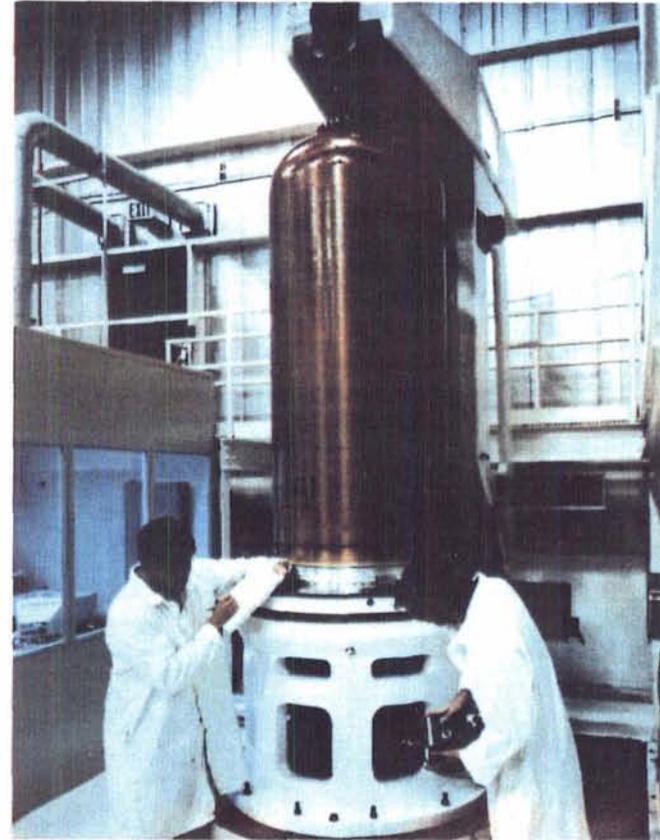
FIRST DEPLOYED 1987

PROCUREMENT COST \$1.0 million

WEIGHT 50 tons

APPROX SIZE 15' L X 8' W X 15' H

COMMENTS



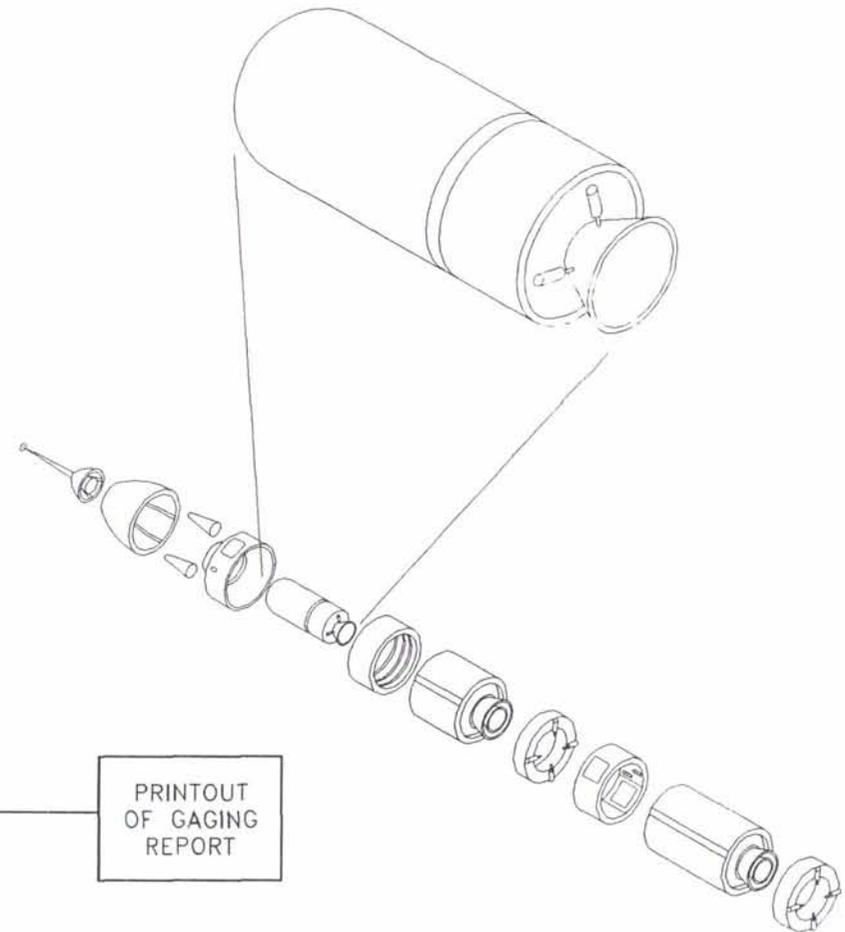
SCALE |-----|
6 FT

ATTRIBUTES VERIFIED ON THIRD STAGE ROCKET MOTOR

Mid attach ring diameter 33.989 +/- .005.
Mid attach ring to be round within .025.
Mid attach ring perpendicular to A-E within .003.
Cylinder profile +.075 -.089.
Fwd. port perpendicular to datum -C- within .075.
Length datum -E- plane to -D- 76.370 / 75.950
Fwd. port concentric to A-E within .100.
Length datum -G- plane to -D- 25.290 / 25.270.
Overall motor length 103.220 max.
Aft port perpendicular to -C- within .020.
Aft port concentric to A-E within .040.
Aft skirt outer diameter 32.782 / 32.767.
Aft skirt outer diameter concentric to A-E within .060.
Aft skirt round within .030.
Cylinder concentric to A-E within .090.

MISSILE COMPONENT CHECKED

THIRD STAGE ROCKET MOTOR



GAGE SYSTEM DIAGRAM



GAGE 5776601

FIRST STAGE MOTOR GAGE

DRAWING NUMBER 5776601

NAME First Stage Motor Gage

COMPONENT CHECKED F/S Motor, Loaded, Contractor P/N 5642111

PURPOSE The purpose of the First Stage Motor Gage is to verify attributes on loaded rocket motors for government acceptance. (Over 40,000 data points). It verifies coordination requirements with launcher, interface requirements with other major missile sections, and interface requirements with ignitor and nozzle.

LOCATION Hercules Aerospace Corp., Magna, UT

ACCURACY Gage features meet or exceed the following limits:
Size: $\pm .0001$
Position: $.0001$
Concentricity: $.0001$
Roundness: $.0001$
Length: $\pm .00005$

CERTIFICATION CYCLE 12 months

FIRST DEPLOYED 1984

PROCUREMENT COST \$2.5 million

WEIGHT 100 TONS

APPROX SIZE 15'L X 20"W X 35'H

COMMENTS



SCALE |-----|
12 FT

GAGE 5776602

SECOND STAGE MOTOR GAGE

DRAWING NUMBER 5776602

NAME Second Stage Motor Gage

COMPONENT CHECKED S/S Motor, Loaded, Contractor P/N 5659633

PURPOSE The purpose of the Second Stage Motor Gage is to verify attributes on loaded rocket motors for government acceptance. (Over 20,000 data points). It verifies coordination requirements with launcher, interface requirements with other major missile sections, and interface requirements with ignitor and nozzle.

LOCATION Hercules Aerospace Corp., Magna, UT

ACCURACY Gage features meet or exceed the following limits:
Size: $\pm .0001$
Position: .0001
Concentricity: .0001
Roundness: .0001
Length: $\pm .00005$

CERTIFICATION CYCLE 12 months

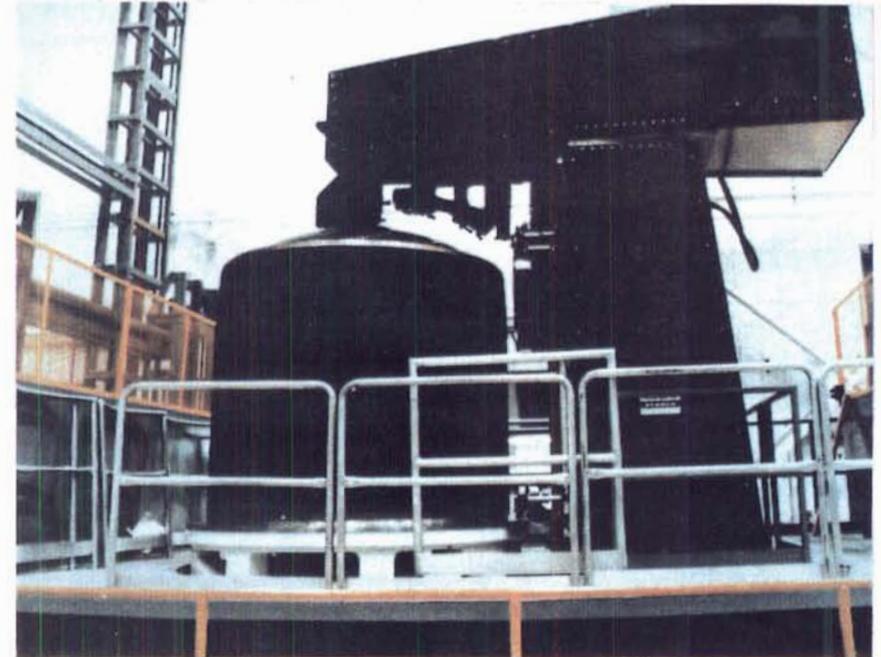
FIRST DEPLOYED 1984

PROCUREMENT COST \$1.5 million

WEIGHT 80 TONS

APPROX SIZE 15'L X 20'W X 20'H

COMMENTS



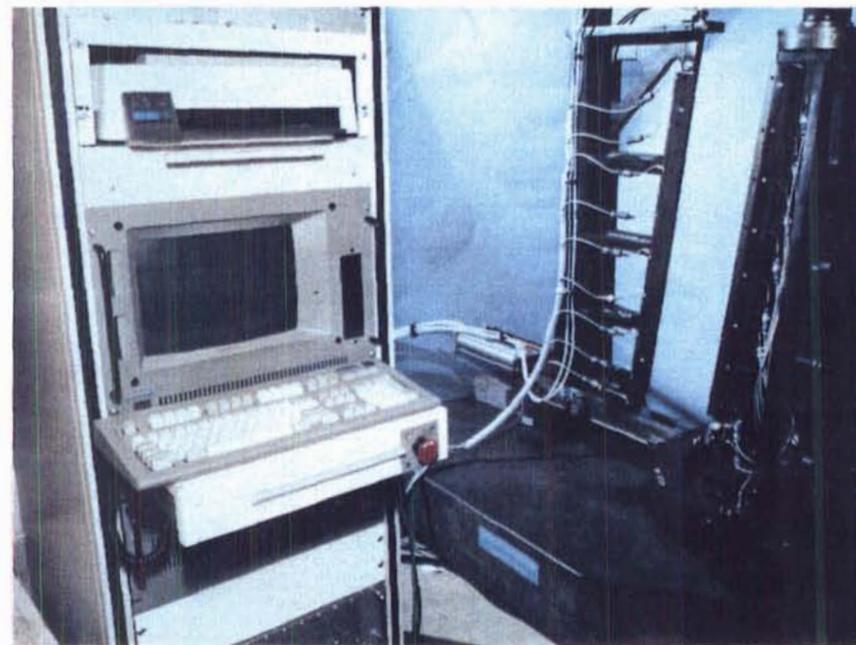
SCALE |—————|
12 FT

GAGE 5776850

AFT HEAT SHIELD GAGE

DRAWING NUMBER 5776850
NAME Aft Heat Shield Gage
COMPONENT CHECKED Aft Heat Shield, 5652035
PURPOSE The purpose of the Aft Heat Shield Gage is to check the internal and external surface profiles of the Aft Heat Shield on the D5 Re-entry Body System.
LOCATION HITCO, Gardena, CA
ACCURACY Gage features meet or exceed the following limits:
Surface profile: .001
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1986
PROCUREMENT COST \$93,000
WEIGHT 3400 lbs.
APPROX SIZE 74" L X 36" W X 60" H

COMMENTS



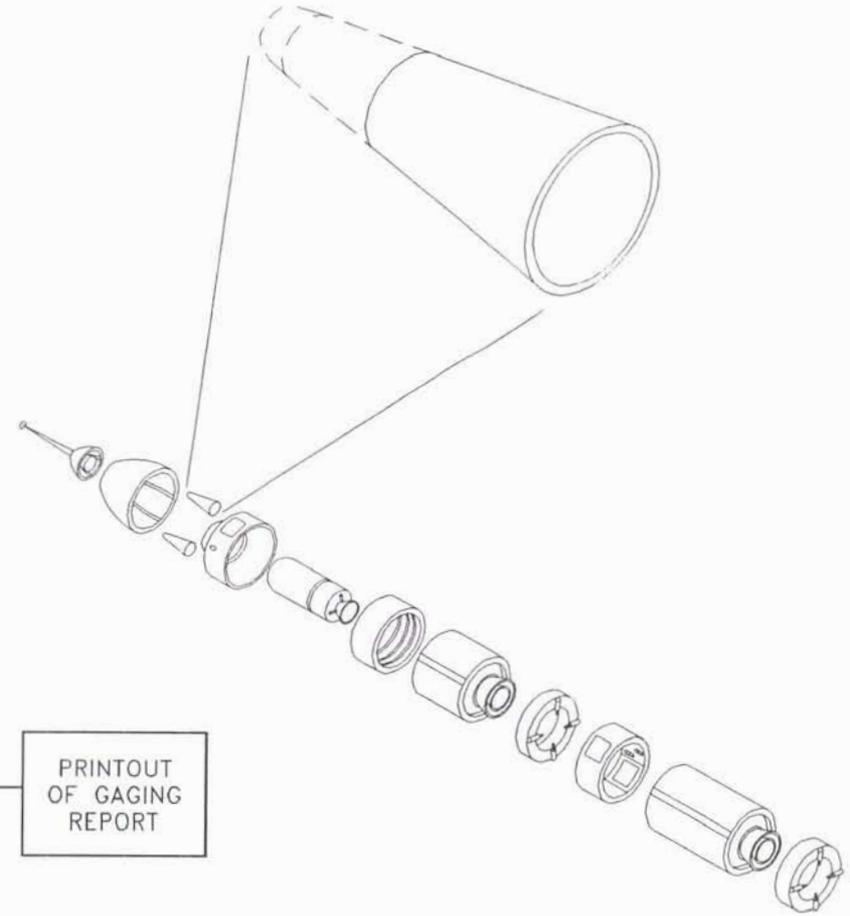
SCALE |—————|
5 FT

ATTRIBUTES VERIFIED ON AFT HEAT SHIELD

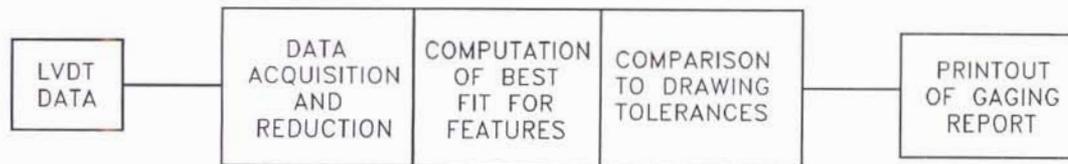
Inside surface profile within .010 to Datum -C-.
Outside surface profile within .010 to Datum -C-.
Aft inside surface profile within .010 to Datum -C-.

MISSILE COMPONENT CHECKED

AFT HEAT SHIELD



GAGE SYSTEM DIAGRAM

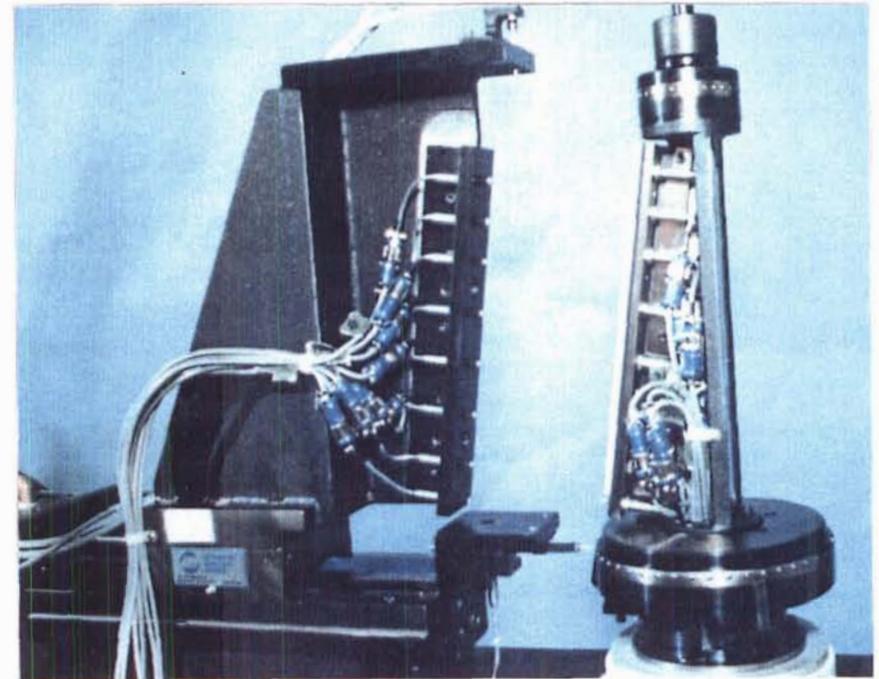


GAGE 5776851

FORWARD HEAT SHIELD GAGE

DRAWING NUMBER 5776851
NAME Forward Heat Shield Gage
COMPONENT CHECKED Forward Heat Shield, 5652034
PURPOSE The purpose of the Forward Heat Shield Gage is to check the internal and external surface profiles of the forward heat shield on the D5 Re-entry Body System.
LOCATION NWADIV Gage Warehouse, Seal Beach, CA
ACCURACY Gage features meet or exceed the following limits:
Surface profile: .001
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1986
PROCUREMENT COST \$42,900
WEIGHT 2000 lbs.
APPROX SIZE 60" L X 24" W X 30" H

COMMENTS The Forward Heat Shield is currently inactive, but is being stored at the Seal Beach facility in ready mode for a two year period in case the program is reactivated.



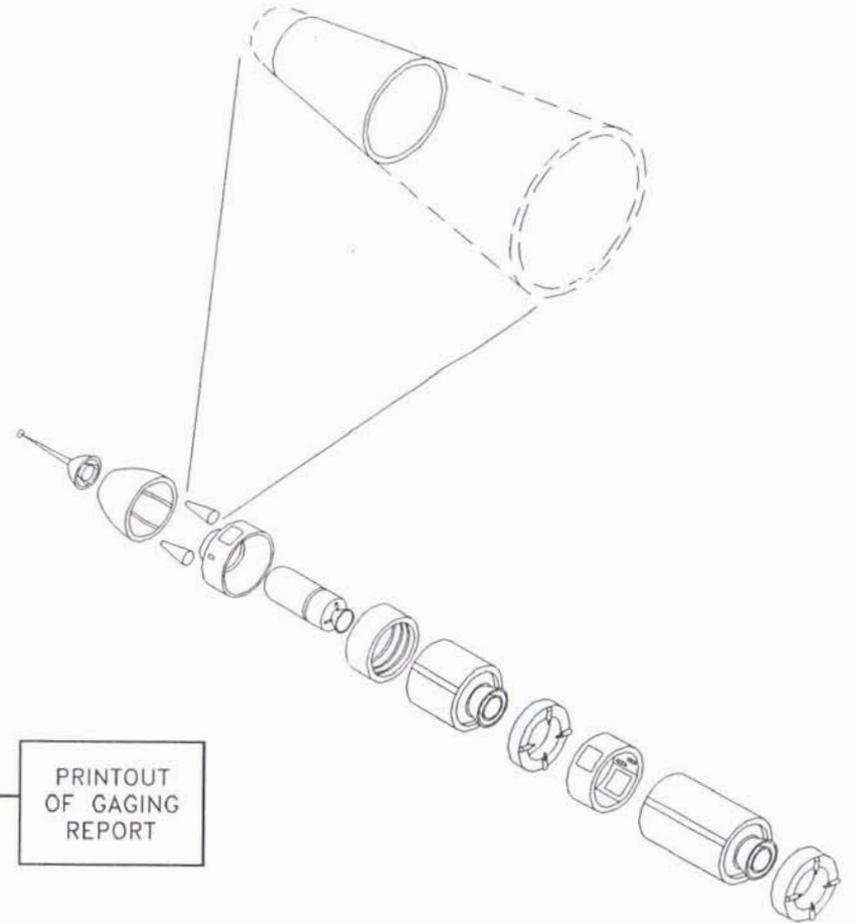
SCALE |-----|
2 FT

ATTRIBUTES VERIFIED ON FORWARD HEAT SHIELD

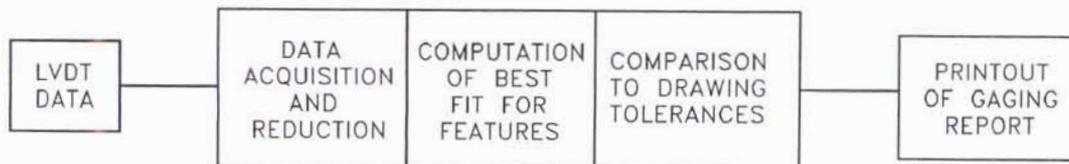
Outside surface profile within .010 to Datum -C-.
Inside surface profile within .010 to Datum -C-.

MISSILE COMPONENT CHECKED

FORWARD HEAT SHIELD



GAGE SYSTEM DIAGRAM



GAGE 5776852

AFT SUBSTRATE/BONDED ASSEMBLY GAGE

DRAWING NUMBER 5776852

NAME Aft Substrate/Bonded Assembly Gage

COMPONENT CHECKED Aft Substrate/Bonded Assembly, 5628436

PURPOSE The purpose of the Aft Substrate/Bonded Assembly Gage is to check the internal and external surface profiles of the aft substrate and bonded assemblies of the D5 Re-Entry Body System. The gage also verifies thickness and concentricity requirements.

LOCATION NWADIV Gage Warehouse, Seal Beach, CA

ACCURACY Gage features meet or exceed the following limits:
Concentricity: .0002
Circular runout: .0002
Surface profile: .0008
Length: +/- .0005

CERTIFICATION CYCLE 12 months

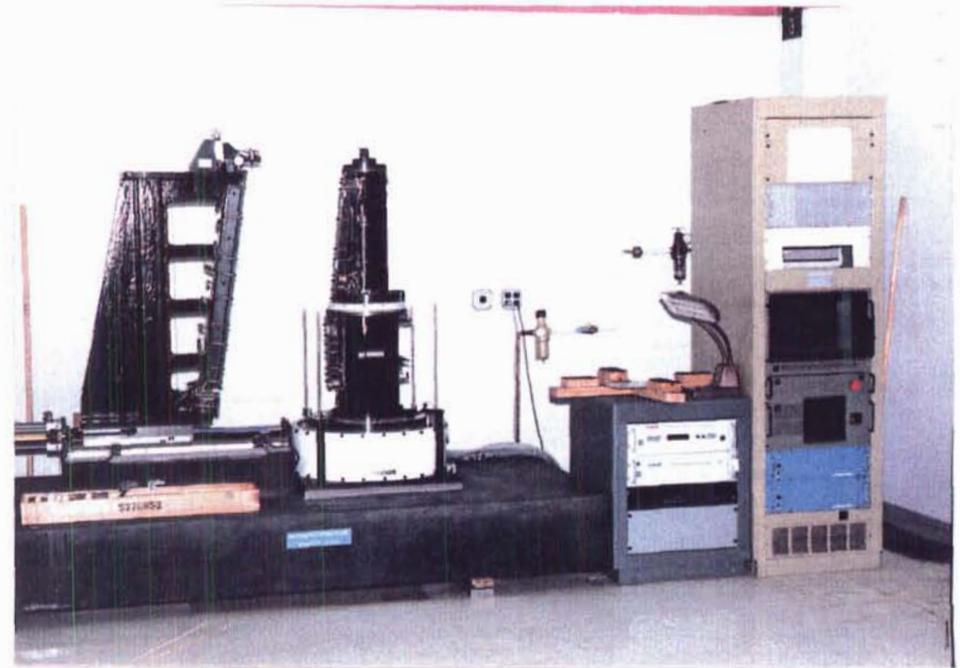
FIRST DEPLOYED 1988

PROCUREMENT COST \$336,000

WEIGHT 6500 lbs.

APPROX SIZE 96" L X 48" W X 65" H

COMMENTS The Aft Substrate/Bonded Assembly Gage is currently inactive, but is being stored at the Seal Beach facility in ready mode for a two year period in case the program is reactivated.



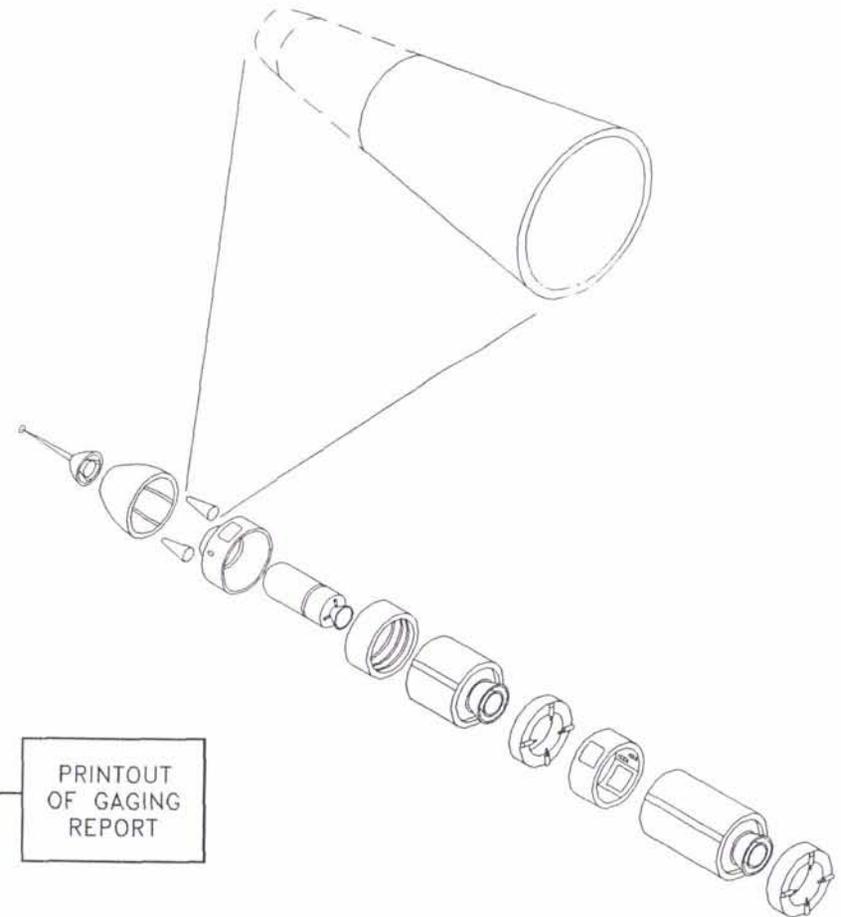
SCALE |-----|
5 FT

ATTRIBUTES VERIFIED ON AFT SUBSTRATE/BONDED ASSEMBLY

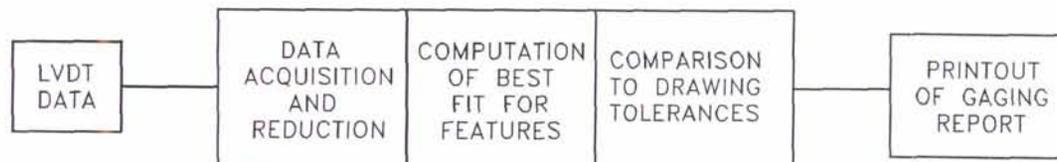
Profile .015 Datum -C-.
Runout of Datum -E- within .002 to Datum -C-.
Circular runout of Datum -R- within .002 to Datum -C-.
Profile within .010 to Datum -C- between points "A" and "B".
X.063 +/- .005 thickness between points "A" and "B".
X.866 diameter concentric to Datum -A- within .005.
XX.590 diameter concentric to Datum -B- within .002.
Datum -N- profile within .008 to Datum -C-.
Circular runout of Datum -K- within .002 to Datum -C-.
X.063 +/- .005 thickness.
X.078 +/- .005 thickness.
X.068 +/- .005 thickness.
X.062 +/- .005 thickness.
Datum -D- to flange length X.399 -.005.
X.141 +/- .005 thickness.
X.080 +/- .005 thickness.
X.098 +/- .055 thickness.
O.D. profile to Datum -C- within .010 (point "A" and "B" excluded).

MISSILE COMPONENT CHECKED

AFT SUBSTRATE/BONDED ASSY



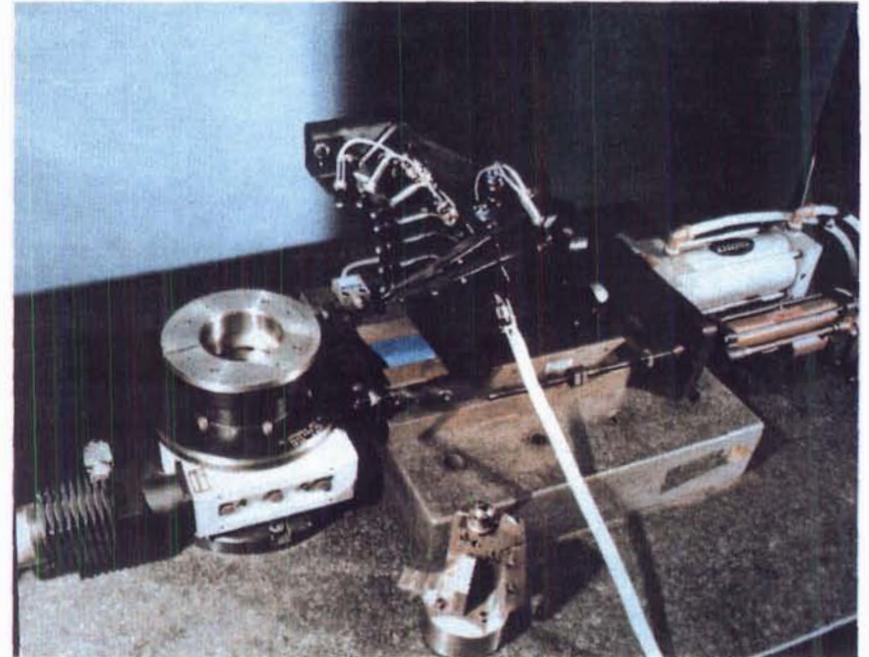
GAGE SYSTEM DIAGRAM



GAGE 5776853

NOSE PLUG GAGE

DRAWING NUMBER 5776853
NAME Nose Plug Gage
COMPONENT CHECKED Nose Plug, 5628442
PURPOSE The purpose of the Nose Plug Gage is to check the exterior surface profile of the Nose Plug Component of the D5 Re-entry Body System.
LOCATION NWADIV Gage Warehouse, Seal Beach, CA
ACCURACY Gage features meet or exceed the following limits:
Surface profile: .0005
Length: +/- .0005
CERTIFICATION CYCLE 6 months
FIRST DEPLOYED 1987
PROCUREMENT COST \$33,000
WEIGHT 1400 lbs.
APPROX SIZE 48" L X 36" W X 22" H
COMMENTS The Nose Plug Gage is currently inactive, but is being stored at the Seal Beach facility in ready mode for a two year period in case the program is reactivated.



SCALE |-----|
1.5 FT

GAGE 5776854

FORWARD SUBSTRATE GAGE

DRAWING NUMBER 5776854

NAME Forward Substrate Gage

COMPONENT CHECKED Forward Substrate, 5643550

PURPOSE The purpose of the Forward Substrate Gage is to check the exterior surface profile and various diameters along the length of the Forward Substrate of the D5 Re-entry Body System.

LOCATION NWADIV Gage Warehouse, Seal Beach, CA

ACCURACY Gage features meet or exceed the following limits:
Surface profile: .001
Size: +/- .0005

CERTIFICATION CYCLE 12 months

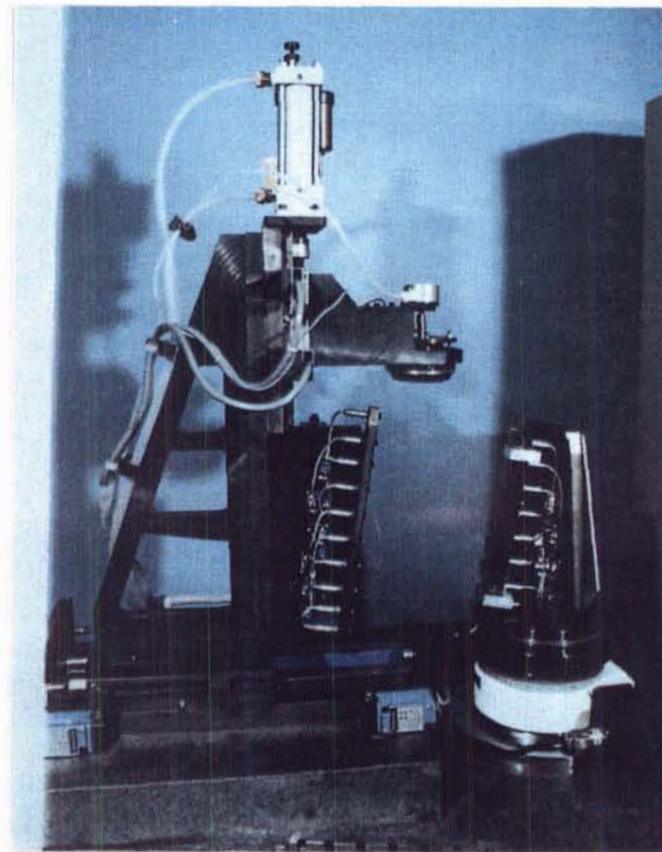
FIRST DEPLOYED 1987

PROCUREMENT COST \$59,950

WEIGHT 2600 lbs.

APPROX SIZE 60" L X 36" W X 58" H

COMMENTS The Forward Substrate Gage is currently inactive, but is being stored at the Seal Beach facility in ready mode for a two year period in case the program is reactivated.



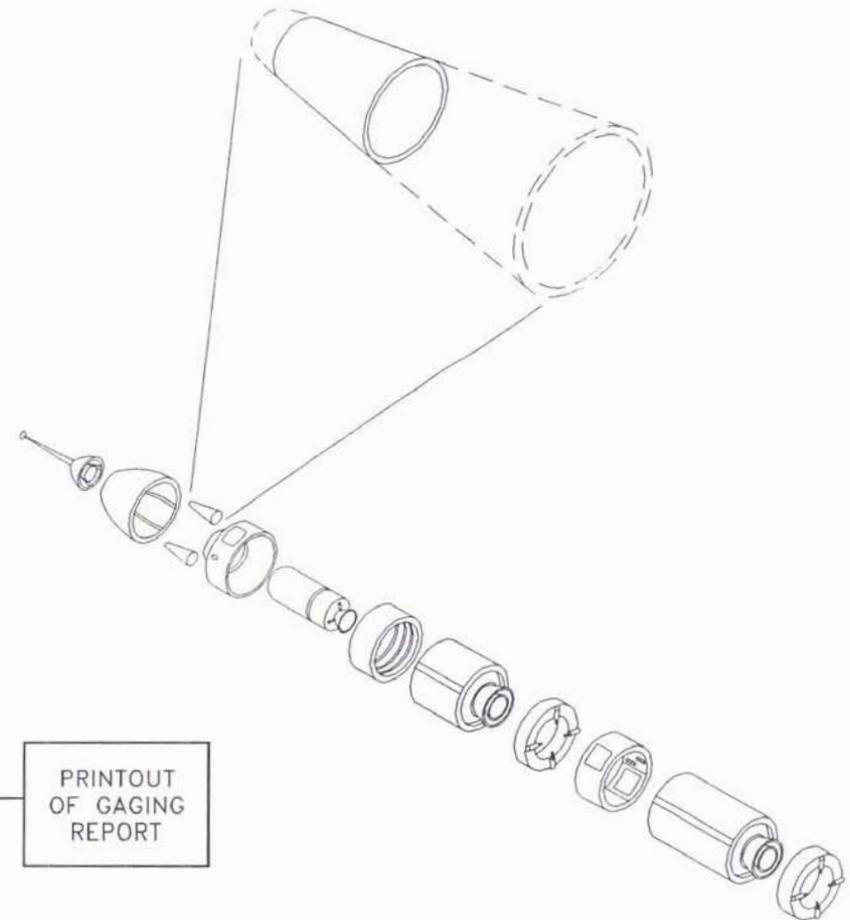
SCALE |-----|
2 FT

ATTRIBUTES VERIFIED ON FORWARD SUBSTRATE

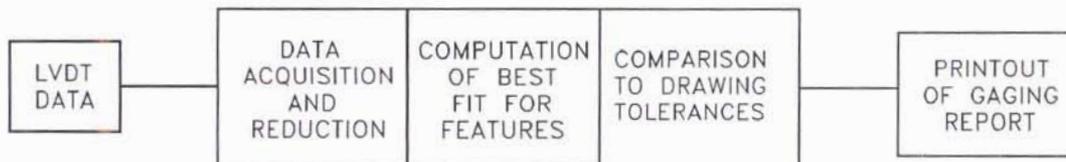
X.086 +/- .005 at X.570 length per note 15.
X.089 +/- .005 at X.500 length per note 15.
Profile of outside surface within .010 to Datum -L-.
X.153 +/- .005 at X.067 length.

MISSILE COMPONENT CHECKED

FORWARD SUBSTRATE



GAGE SYSTEM DIAGRAM



GAGE 5776855

FORWARD BONDED ASSEMBLY GAGE

DRAWING NUMBER 5776855

NAME Forward Bonded Assembly Gage

COMPONENT CHECKED Forward Bonded Assembly, 5628445

PURPOSE The purpose of the Forward Bonded Assembly Gage is to check runout, profile, and mating features on the Forward Bonded Assembly of the D5 Re-entry Body System.

LOCATION NWADIV Gage Warehouse, Seal Beach, CA

ACCURACY Gage features meet or exceed the following limits:
Runout: .0002
Depth: +/- .0003
Profile: .0015

CERTIFICATION CYCLE 12 months

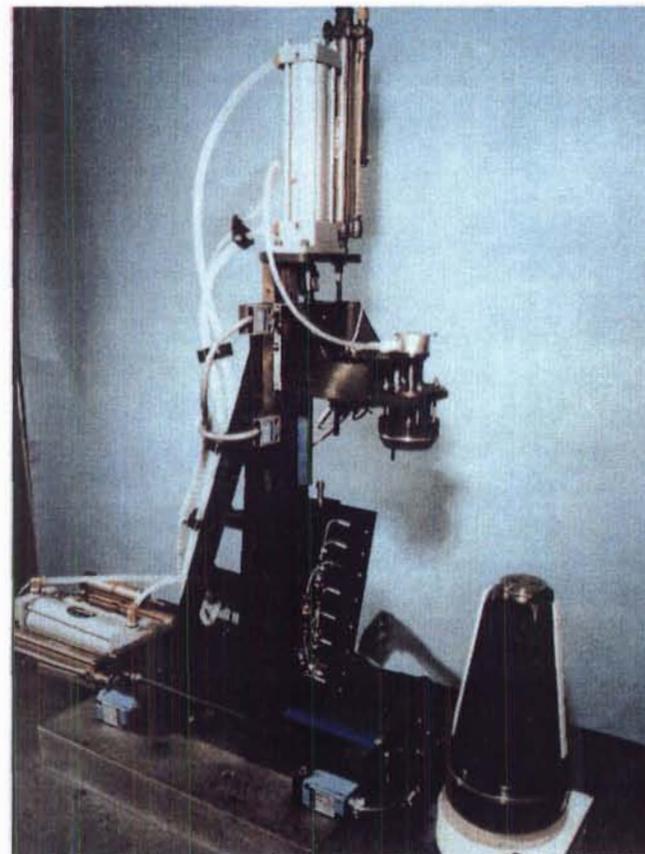
FIRST DEPLOYED 1987

PROCUREMENT COST \$60,110

WEIGHT 2600 lbs.

APPROX SIZE 60" L X 36" W X 58" H

COMMENTS The Forward Bonded Assembly Gage is currently inactive, but is being stored at the Seal Beach facility in ready mode for a two year period in case the program is reactivated.



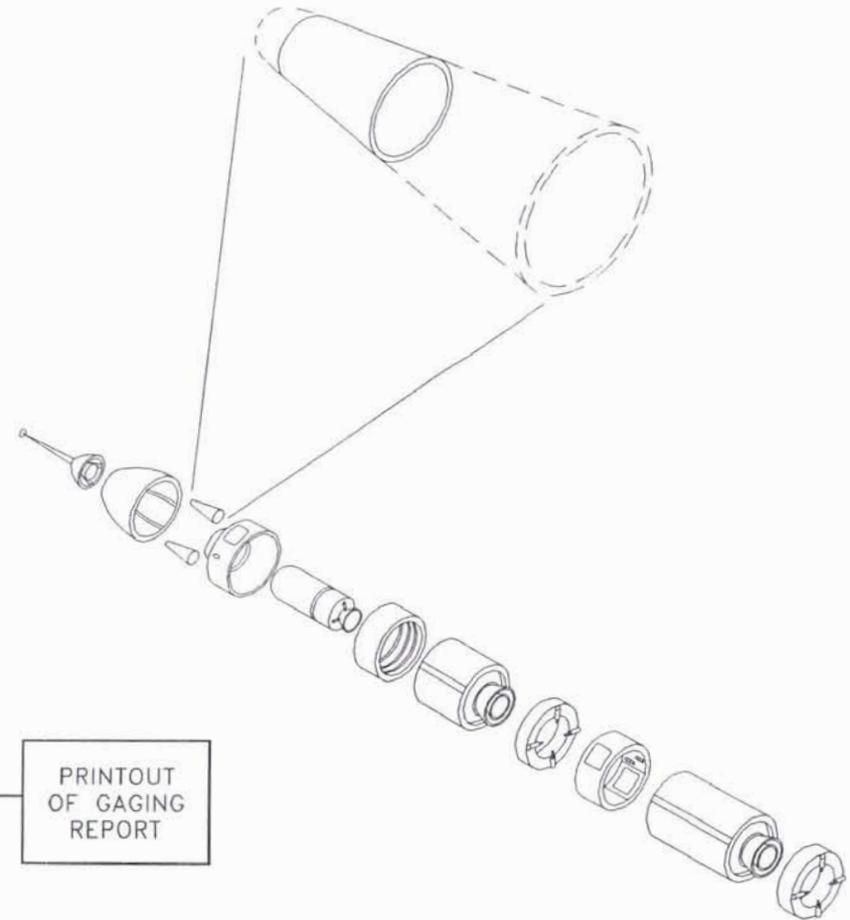
SCALE |-----|
2.5 FT

ATTRIBUTES VERIFIED ON FORWARD BONDED ASSEMBLY

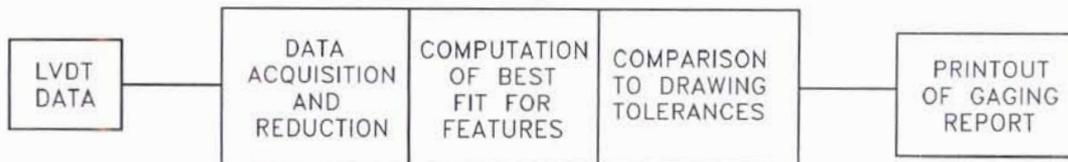
Runout of aft end to Datum -C- within .002.
.0125 +/- .0025 depth from aft end.
Profile to be within .015 to Datum -C-.

MISSILE COMPONENT CHECKED

FORWARD BONDED ASSEMBLY



GAGE SYSTEM DIAGRAM



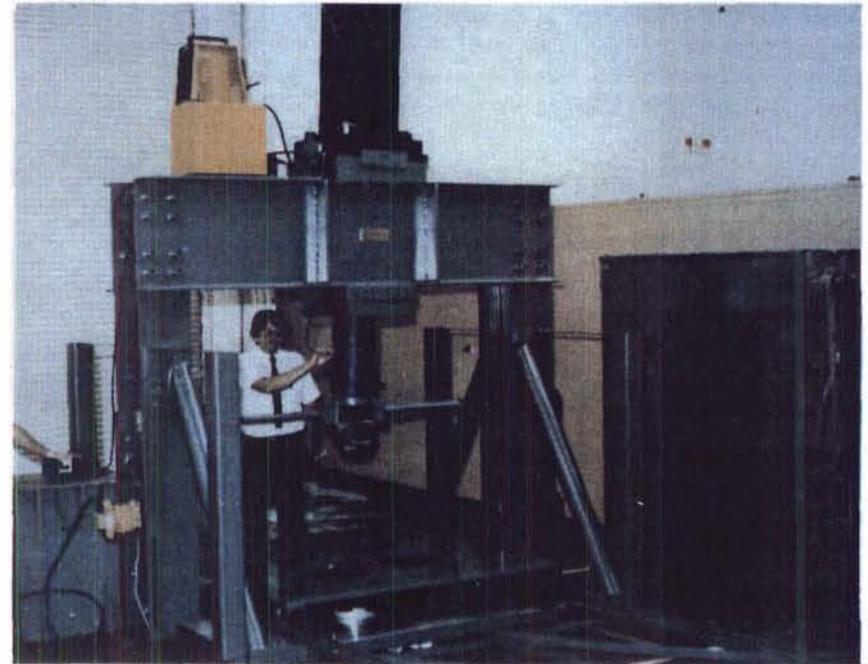
GAGE 5776871

VERTICAL MISSILE HOISTING FIXTURE PULL TEST (265,000 LB.) FIXTURE

DRAWING NUMBER	5776871
NAME	Vertical Missile Hoisting Fixture Pull Test (265,000 lb.) Fixture
COMPONENT CHECKED	Missile Lifting Hoist Adapter
PURPOSE	The purpose of the 265,000 lb. Pull Test Fixture is to verify the pull test requirement of 265,000 lbs. of the Missile Lifting Hoist Adapter.
LOCATION	RNAD, Coulport, Scotland SWFLANT, Kings Bay, Georgia
ACCURACY	Gage features meet or exceed the following limits: Angularity: .005 Force: +/-200 lbs.
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1985
PROCUREMENT COST	\$89,876
WEIGHT	7 tons
APPROX SIZE	85" L X 111" W X 130" H

ATTRIBUTES VERIFIED ON VERTICAL MISSILE HOISTING FIXTURE

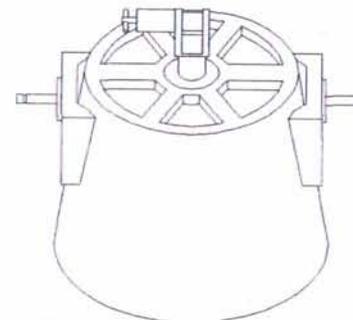
Proof load Vertical Missile Hoisting Fixture to
265,000 lbs. +/- 2,000 lbs at 3 degrees for 5 minutes.



SCALE |-----|
10 FT

MISSILE COMPONENT CHECKED

VERTICAL MISSILE HOISTING FIXTURE

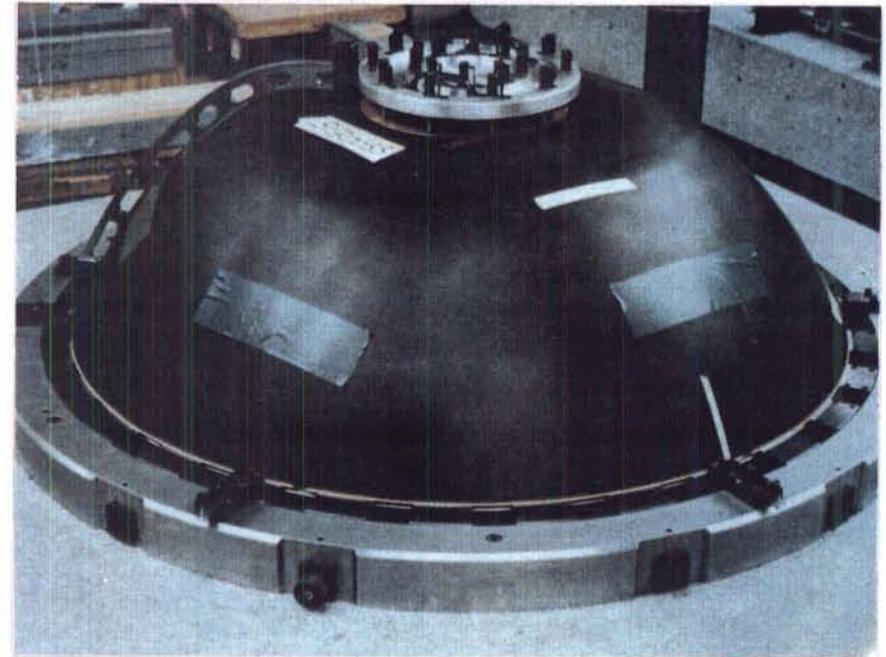


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GAGE 5776873

NOSE CAP GAGE

DRAWING NUMBER 5776873
NAME Nose Cap Gage
COMPONENT CHECKED Nose Cap Assy, 5651842
PURPOSE The purpose of the Nose Cap Gage is to verify mating features between the Nose Cap Assy and both the nose fairing structure and the aerospike.
LOCATION Martin Marietta, Baltimore, MD
ACCURACY Gage features meet or exceed the following limits:
 Angularity: .015
 Parallelism: .0005
 Position: .001
 Profile: .0005
CERTIFICATION CYCLE 18 months
FIRST DEPLOYED 1988
PROCUREMENT COST \$128,620
WEIGHT 17,000 lbs.
APPROX SIZE 96" L X 96" W X 60"H
COMMENTS



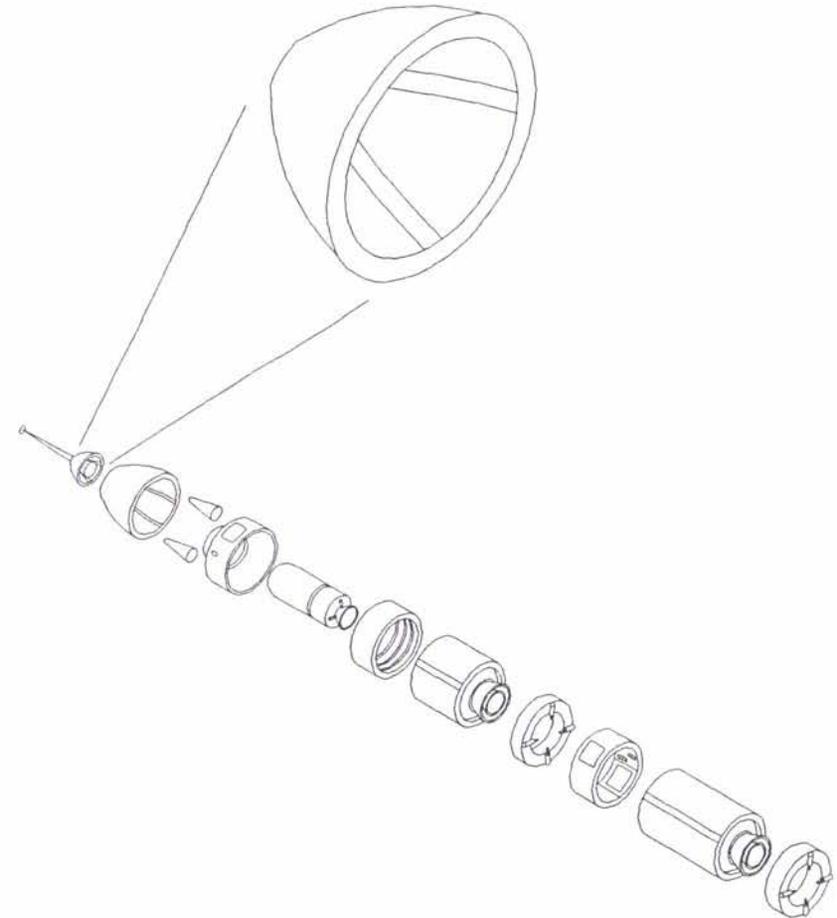
SCALE |-----|
2 FT

ATTRIBUTES VERIFIED ON NOSE CAP

.395 diameter holes positioned to datums -A- and -B within .010.
Angularity of stop within .015.
Angular location of 45 degree angle to edge of black stripe to be within .060.
6.504 diameter hole positioned to datums -C- and -A- within .015 diameter.
Lugs positioned to datum -C- within .030.
.870 slots positioned to datum -C- within .020.
5 degrees +15 minutes max width of lug.
Inside surface containing target point profile to datum -B- within .005 at MMC.
Basic 58.076 diameter positioned to datum -A- within .010.
.06 +.03 max radius.
57.676 +.010 max diameter inside surface of lug.
57.676 diameter positioned to datum -A- within .010.
.170 +.010 max thickness.
.065 -.010 X 45 degree chamfer.
.06 +.03 max radius.
58.242 +.010 max diameter.
58.242 diameter positioned to datum -A- within .010.
.407 -.002 min width.
Datum -B- parallel to datum -C- within .005.

MISSILE COMPONENT CHECKED

NOSE CAP



GAGE 5777011

MK 5 RELEASE FRAME GAGE (INTERFACE WITH RE-ENTRY BODY & EQUIP. SEC.)

DRAWING NUMBER 5777011

NAME MK 5 Release Frame Gage (Interface with Re-entry Body & Equipment Section)

COMPONENT CHECKED Release Assy Attach Structure Machined, 5652026

PURPOSE The purpose of the MK 5 Release Frame Gage is to check the position of the release frame features which mate with the re-entry body and the equipment section of the missile.

LOCATION General Electric, Philadelphia, PA

ACCURACY Gage features meet or exceed the following limits:
Perpendicularity: .0001
Position: .001

CERTIFICATION CYCLE 18 months

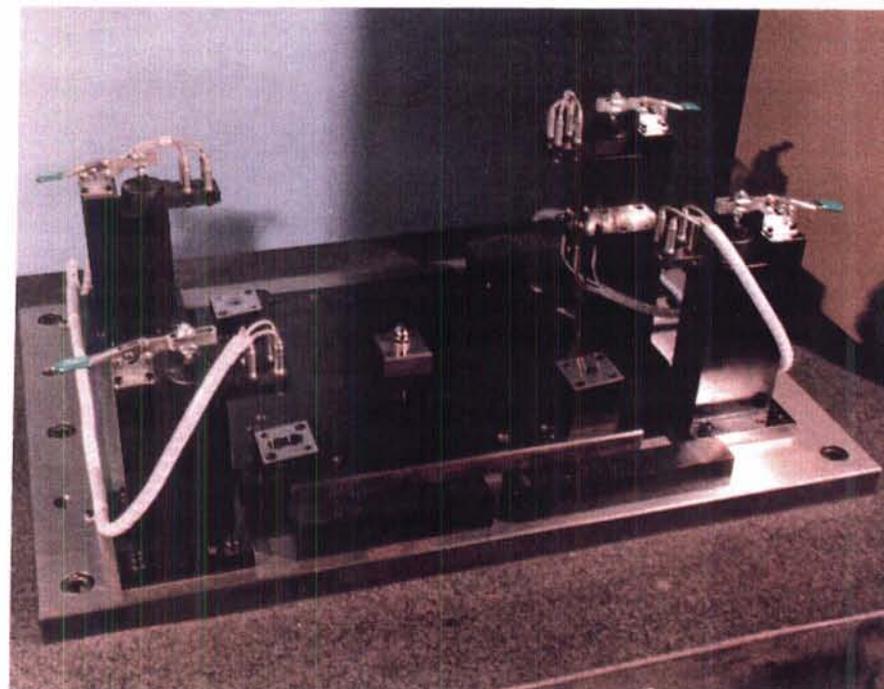
FIRST DEPLOYED 1988

PROCUREMENT COST \$14,400

WEIGHT 800 lbs.

APPROX SIZE 48" L X 36" W X 48" H

COMMENTS



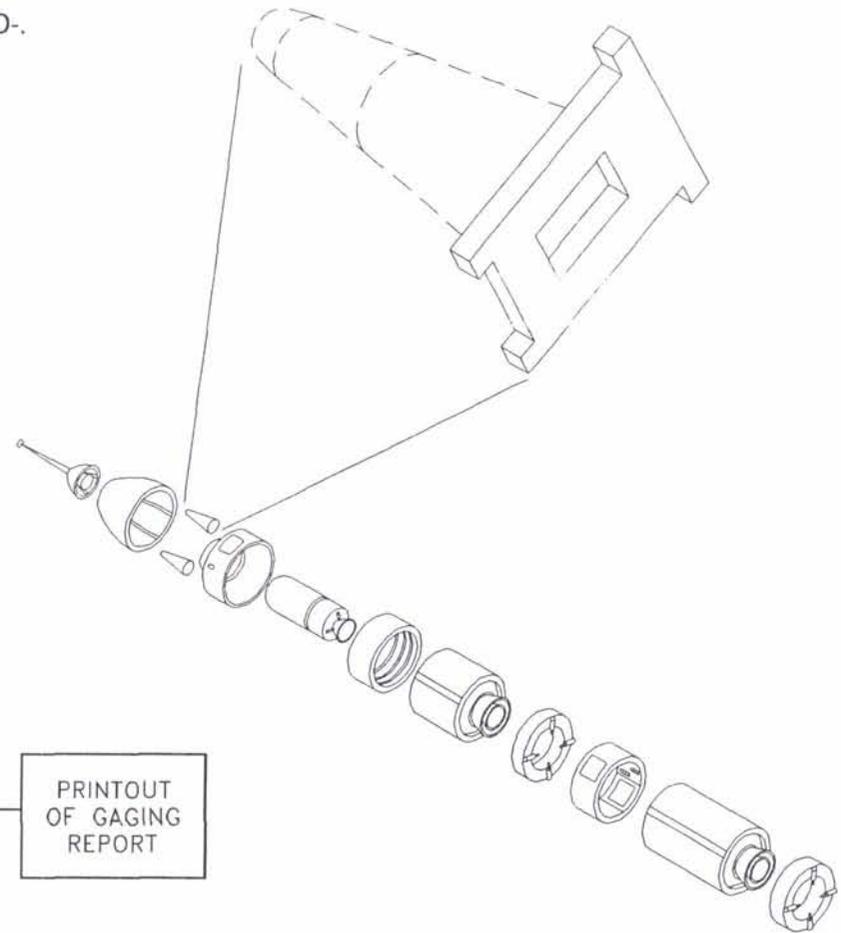
SCALE |-----|
1.5 FT

ATTRIBUTES VERIFIED ON MK 5 RELEASE FRAME

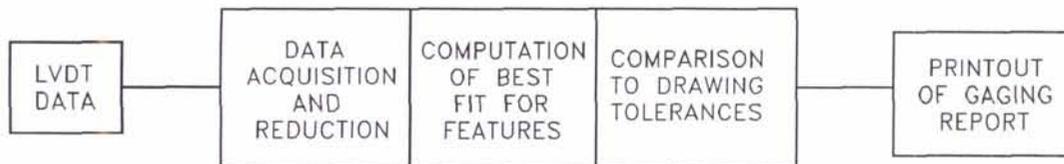
- 1.012 diameter perpendicular to Datum -A- within .001.
- 1.018 diameter positioned within .010 to Datums -A- and -F-.
- 1.018 diameter positioned within .010 to Datums -A-, -B-, and -C-.
- 1.312 diameter hole (Datum -H-) positioned within .010 to Datums -E-, -B-, and -D-.
- .266/.272 diameter hole positioned within .010 to Datum -H-.
- .176/.182 diameter hole positioned within .010 to Datum -H-.
- .625-18UNF-3B threaded holes positioned within .020 to Datums -E-, -B-, and -D-.
- 1.020 diameter counterbore positioned within .006 to Datums -E-, -B-, and -D-.
- .625-18UNF-3B threaded holes positioned within .020 to Datums -E-, -B-, and -D-.
- 1.010 diameter counterbore positioned within .020 to Datums -E-, -B-, and -D-.
- 1.010 diameter counterbore perpendicular within .006 to Datum -E-.

MISSILE COMPONENT CHECKED

MK 5 RELEASE FRAME



GAGE SYSTEM DIAGRAM



GAGE 5777012

MK 5 RELEASE FRAME GAGE (ATTACH PAD CONTOUR)

DRAWING NUMBER 5777012
NAME MK 5 Release Frame Gage (Attach Pad Contour)
COMPONENT CHECKED Release Assy Attach Structure machined, 5652026
PURPOSE The purpose of the MK 5 Release Frame Gage is to check the location and orientation of the surface of the attach pad contour on the release frame.
LOCATION General Electric, Philadelphia, PA
ACCURACY Gage features meet or exceed the following limits:
Profile: .0005
Co-planarity: .0002
Length: +/- .001
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1987
PROCUREMENT COST \$42,000
WEIGHT 800 lbs.
APPROX SIZE 48" L X 36" W X 48" H

PHOTOGRAPH NOT AVAILABLE
SEE PHOTOGRAPH OF GAGE 5777011
WHICH IS IDENTICAL IN APPEARANCE.

SCALE |-----|
3 FT

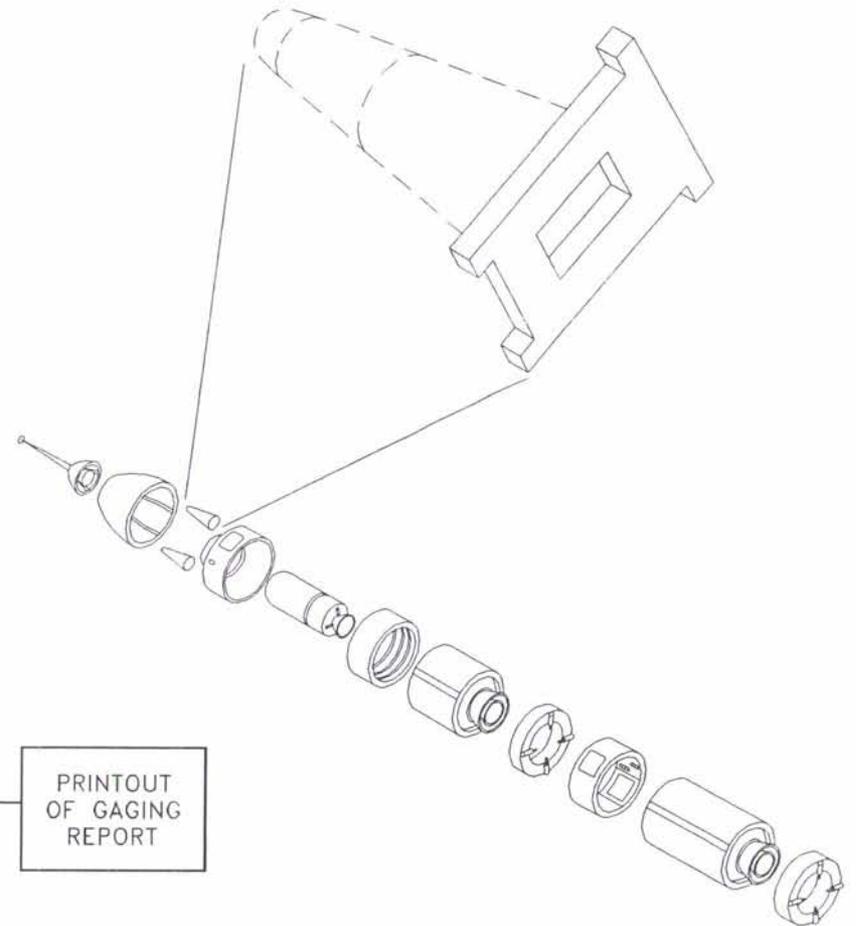
COMMENTS

ATTRIBUTES VERIFIED ON MK 5 RELEASE FRAME

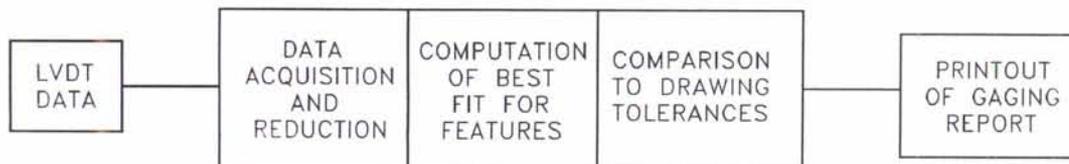
Surface containing basic .351 dim. profile within .005 to Datum -E-.
Fourth Datum Target Area co-planer within .002.
Bosses shall have a profile of .002 to datum -A-.
Distance -A- to -E- 5.450 +/- .010.

MISSILE COMPONENT CHECKED

MK 5 RELEASE FRAME



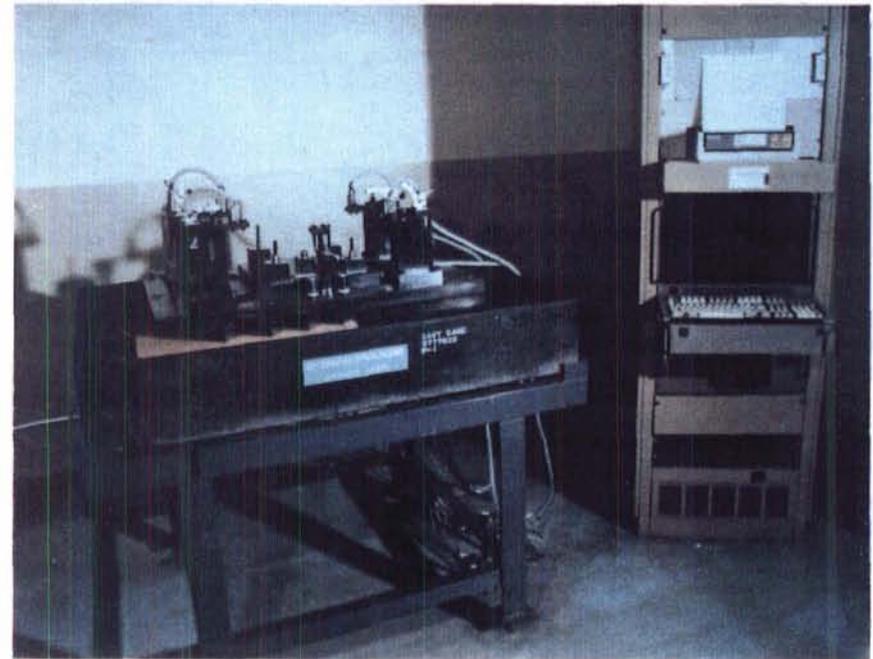
GAGE SYSTEM DIAGRAM



GAGE 5777022

MK 4 RELEASE FRAME GAGE

DRAWING NUMBER 5777022
NAME MK 4 Release Frame Gage
COMPONENT CHECKED Release Assy Attach Structure machined, 5632305
PURPOSE The purpose of the MK 4 Release Frame Gage is to check position and orientation of various mating features on the release frame.
LOCATION Lockheed Missiles and Space Co., Sunnyvale, CA
ACCURACY Gage features meet or exceed the following limits:
Profile: .0002
Co-planarity: .0015
Length: +/- .0015
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1987
PROCUREMENT COST \$35,000
WEIGHT 800 lbs.
APPROX SIZE 48" L X 36" W X 48" H
COMMENTS



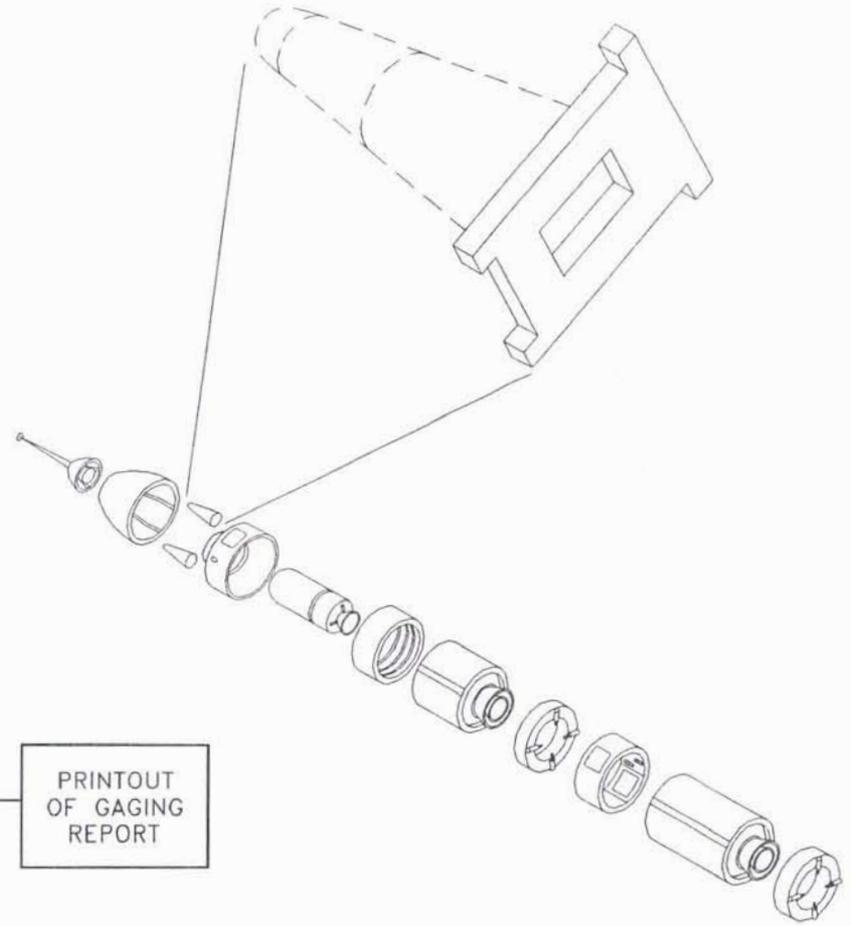
SCALE |—————|
3 FT

ATTRIBUTES VERIFIED ON MK 4 RELEASE FRAME

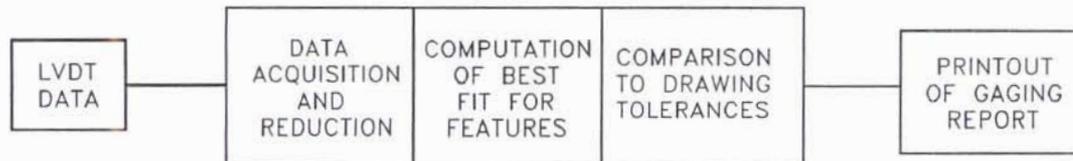
3.805 \pm .015 max dimension from datum -A- to datum -E-.
Surface of datum -E- to have a profile to datum -A- within .002.
Coplanarity of fourth pad to datum -E- within .002.
The blind mate connector pad to be within .015 to datum -E-.

MISSILE COMPONENT CHECKED

MK 4 RELEASE FRAME



GAGE SYSTEM DIAGRAM

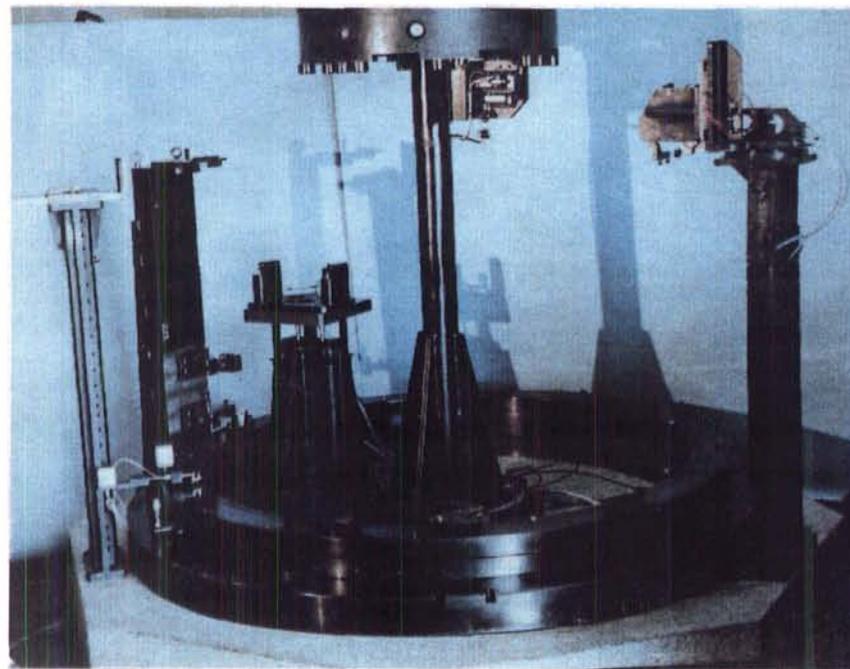


GAGE 5777070

D-5 EQUIPMENT SECTION MULTI ATTRIBUTE INSPECTION FIXTURE

DRAWING NUMBER 5777070
NAME D-5 Equipment Section Multi Attribute Inspection Fixture
COMPONENT CHECKED Equipment Section Structure, 5664398
PURPOSE The purpose of the Multi Attribute Inspection Fixture is to verify attributes on the equipment section for government acceptance. It verifies interface requirements with other major missile sections, and the overall structural assembly of the equipment section.
LOCATION Lockheed Missiles and Space Company, Sunnyvale, CA
ACCURACY Gage features meet or exceed the following limits:
Size: +/- .0005
Position: .002
Parallelism: .0015
Angularity: .006
Concentricity: .004
Circularity: .005
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1992
PROCUREMENT COST \$200,000
WEIGHT 14,000 lbs.
APPROX SIZE 10' L X 10' W X 8' H

COMMENTS Use of this gage has reduced inspection time of included attributes from approximately 20 hours to only 20 minutes.



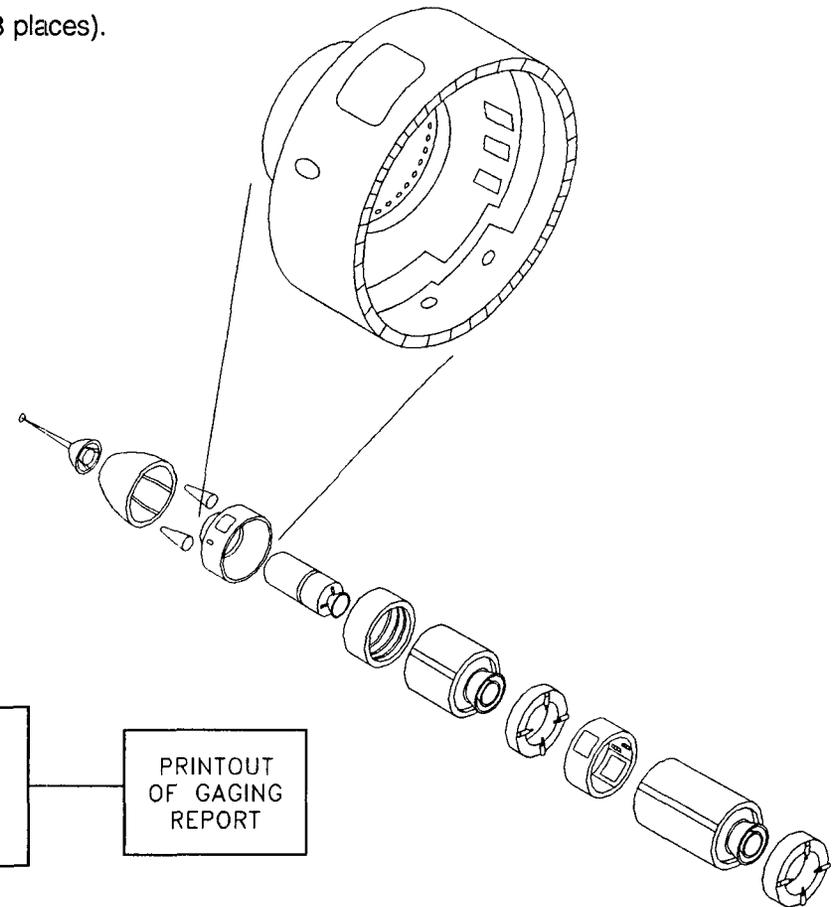
SCALE |-----|
5 FT

ATTRIBUTES VERIFIED ON EQUIPMENT SECTION

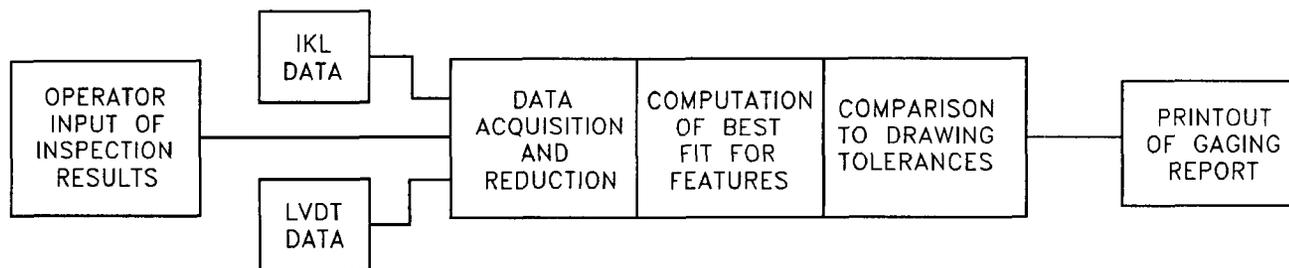
Datum -AE- to be concentric to Datum axis -A- within 0.060 diameter.
Datum -AD- to be parallel to Datum -AP- within 0.020.
Angularity of black stripe to Datum -B- to be within 0.060 (2 places).
Datum -AE- diameter 34.275 +/- 0.005.
Circularity of 34.275 diameter Datum -AE- to be within 0.050.
Datum -C- diameter 79.834 +/- 0.013.
79.834 diameter (Datum -E-) to be round within 0.050.
79.834 diameter (Datum -E-) to be concentric to Datum axis -A- within 0.040.
The 2.82 slot to be in position to Datum -B- within 0.030.
0.250 diameter hole (-AS-) to be within 0.060 angularity at MMC to Datum -B- (8 places).
The 0.257 diameter (Datum -Z-) to be angular to Datum -B- within 0.060.
Datum -F- diameter 81.200 +/- 0.013.
81.20 diameter (Datum -F-) to be concentric to Datum -A- within 0.040.
81.20 diameter (Datum -F-) to be round within 0.050.
Datum -C- to be parallel to Datum -AP- within 0.015.
Datum -D- located 47.800 +/- 0.020 from Datum -C-.
Datum -D- to be parallel to Datum -AP- within 0.020.
Datum -BC- to be parallel to Datum -B- within 0.015.
Profile of Datum -K- to Datum -AP- within 0.020.
4.040 +/- 0.030 dimension.

MISSILE COMPONENT CHECKED

EQUIPMENT SECTION



GAGE SYSTEM DIAGRAM



Document Separator

TOMAHAWK NAVY SPECIAL INTERFACE

GAGE PROGRAM

NAVAL WARFARE ASSESSMENT PROGRAM (NS-15)



**TOMAHAWK NAVY SPECIAL INTERFACE
GAGE PROGRAM**

NAVAL WARFARE ASSESSMENT DIVISION (MS-15)

INTRODUCTION

The Tomahawk Navy Special Interface Gage Program insures that critical mating features of missile components are accurate and interchangeable. Gages are used on portions of every major missile section from the Guidance Section to the Booster Rocket Motor. These gages range from the simple go/no go gages used on the quill shaft to the complex Wing Gage used to determine angles and coordinate planes on the wings. There are 24 different gage designs in the program, most of which exist in multiple copies to allow for uninterrupted service during recertification of the gages.

The purpose of this volume is to provide an overview of the Tomahawk Gage Program. It includes basic information on all Navy gages used on the program. The gages are arranged by their gage number. Each gage data sheet provides: basic gage information, a photograph of the actual gage, a list of the features checked by the gage, and a diagram indicating where the component checked is located on the missile. Most of the gages are purely mechanical in nature, and are presented in a single-page format. However, a two-page format is used for the more complex computer controlled gages. A complete list of gage numbers and names is shown on the following page.

Information regarding the capability and effectiveness of the Tomahawk Gage Program or other Navy Special Interface Gage programs may be obtained by contacting the following personnel at the Naval Warfare Assessment Division in Corona, CA.

Robert Nickey
Branch Head MS-15 Strategic Weapons Interface Engineering
(909) 273-4557

David Ogilvie
Project Leader, Tomahawk Navy Special Interface Gage Program
(909) 273-4558

TOMAHAWK GAGES

1322AS122	Quill Shaft Spline Go Gage	1322AS136	Parent Master, Midbody Splice Joint Holes (Aft End)
1322AS123	Master, Quill Shaft Spline Go Gage	1322AS137	Parent Master, Guidance System Hinge
1322AS124	Quill Shaft Spline No Go Gage	1322AS138	Parent Master, Midbody Pivot Pin Holes
1322AS125	Master, Quill Shaft Spline No Go Gage	1322AS139	Parent Master, Capsule Cover Holes
1322AS126	Generator Spline Go/No Go Gage	1322AS142	Parent Master, Barrel Closure Holes
1322AS128	Tailcone Gage	1322AS143	Midbody Gage
1322AS129	Aftbody Splice Joint Gage (Aft End)	1322AS146	Fwd Body Splice Joint Gage
1322AS130	Wing Gage	1322AS147	Midbody Splice Joint Gage (Fwd End)
1322AS131	Parent Master, Booster Motor Attach Holes	1322AS148	Midbody Splice Joint Gage (Aft End)
1322AS132	Parent Master, Tailcone Splice Joint Holes	1322AS149	Aft Body Splice Joint Gage (Fwd End)
1322AS133	Parent Master, Engine Mount Holes	1322AS167	Tailcone Set Master
1322AS134	Parent Master, Midbody Splice Joint Holes (Fwd End)		
1322AS135	Parent Master, Guidance Section Splice Joint Holes (Aft End)		

TOMAHAWK NAVY SPECIAL INTERFACE GAGES

GAGE 1322AS122

QUILL SHAFT SPLINE GO GAGE

DRAWING NUMBER	1322AS122
NAME	Quill Shaft Spline Go Gage
COMPONENT CHECKED	Quill Shaft
PURPOSE	The purpose of the Quill Shaft Spline Go Gage is to check the maximum material condition of the Quill Shaft Spline, the mating shaft between the jet engine and the generator.
LOCATION	Pacific Scientific, Santa Barbara, CA
ACCURACY	Gage features meet or exceed the following limits: Size: +/- .0001
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1987
PROCUREMENT COST	\$1200
WEIGHT	12 oz.
APPROX SIZE	2" diameter

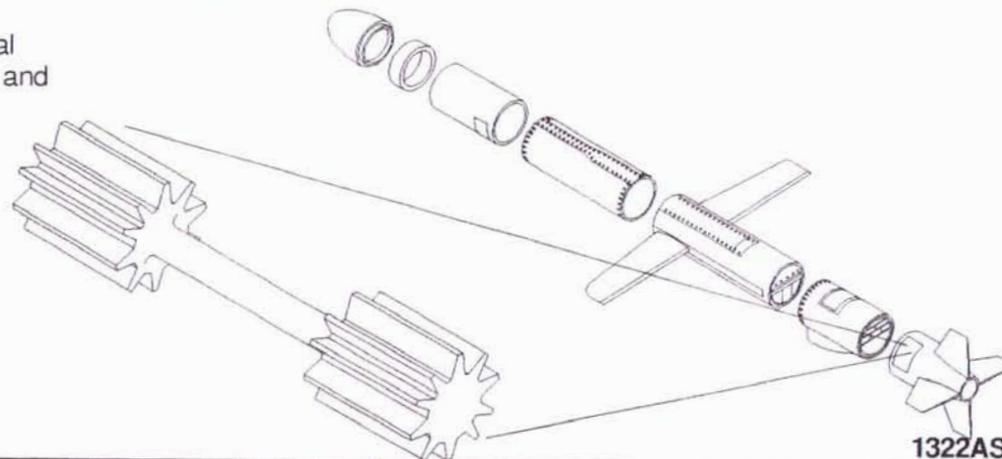


ATTRIBUTES VERIFIED ON QUILL SHAFT

Verification of spline attributes involves checking several individual characteristics of the spline including: pitch diameter, tooth size, and tooth spacing.

SCALE |-----|
4 IN

MISSILE COMPONENT CHECKED QUILL SHAFT

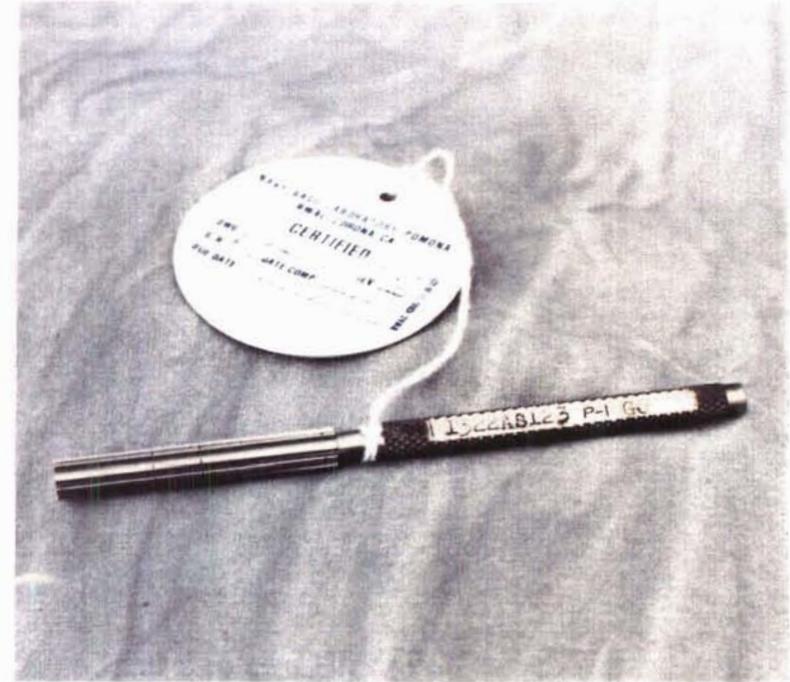


1322AS122

GAGE 1322AS123

MASTER, QUILL SHAFT SPLINE GO GAGE

DRAWING NUMBER	1322AS123
NAME	Master, Quill Shaft Spline Go Gage
COMPONENT CHECKED	Quill Shaft Spline Go Gage, NSIG 1322AS122
PURPOSE	The purpose of the Quill Shaft Spline Go Gage Master is to verify the maximum material condition of the Quill Shaft Spline Go Gage.
LOCATION	NWADIV Gage Warehouse, Pomona, CA
ACCURACY	Gage features meet or exceed the following limits: Size: +/- .0001
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1987
PROCUREMENT COST	\$960
WEIGHT	12 oz.
APPROX SIZE	.25" dia. X 5" long

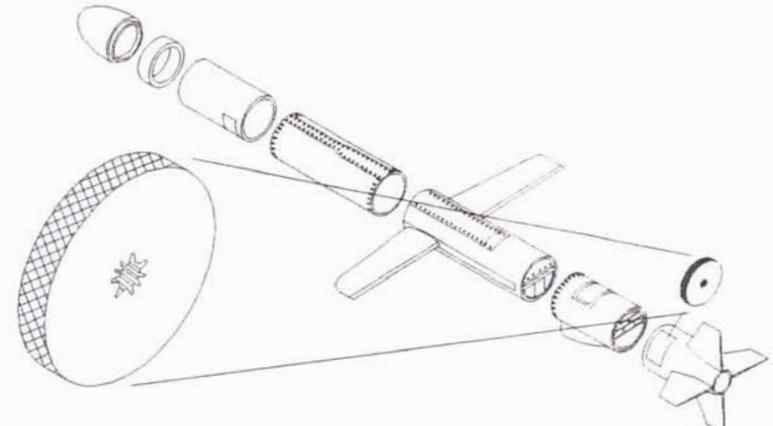


SCALE |-----|
4 IN

ATTRIBUTES VERIFIED ON SPLINE GO GAGE

Verification of spline attributes involves checking several individual characteristics of the spline including: pitch diameter, tooth size, and tooth spacing.

MISSILE COMPONENT CHECKED QUILL SHAFT SPLINE GO GAGE



1322AS123

GAGE 1322AS124

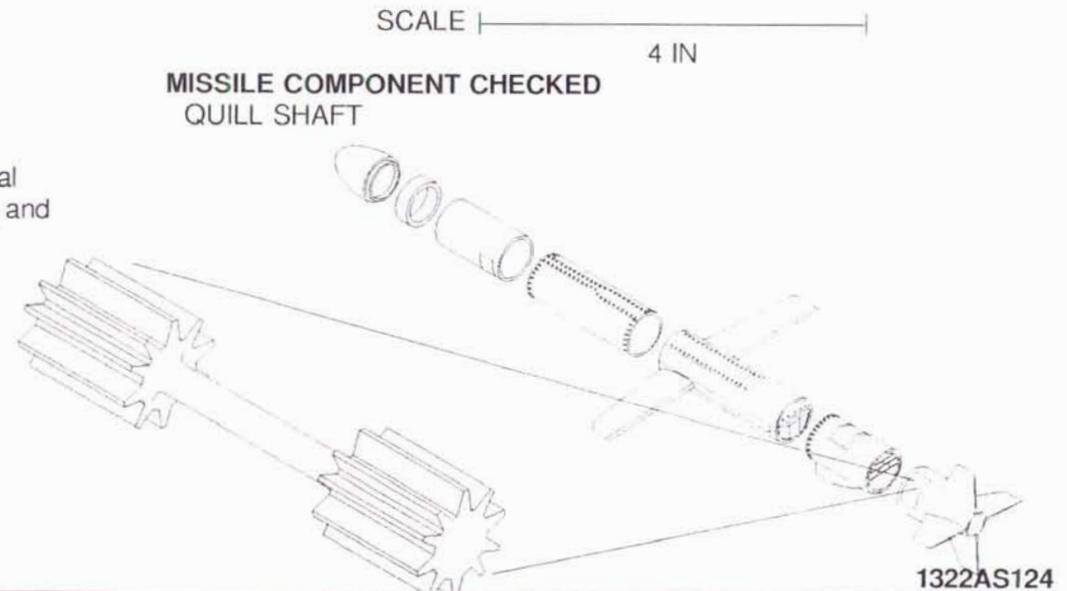
QUILL SHAFT SPLINE NO GO GAGE

DRAWING NUMBER	1322AS124
NAME	Quill Shaft Spline No Go Gage
COMPONENT CHECKED	Quill Shaft
PURPOSE	The purpose of the Quill Shaft Spline No Go Gage is to check the minimum material condition of the Quill Shaft Spline, the mating shaft between the jet engine and the generator.
LOCATION	Pacific Scientific, Santa Barbara, CA
ACCURACY	Gage features meet or exceed the following limits: Size: +/- .0001
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1987
PROCUREMENT COST	\$1200
WEIGHT	12 oz.
APPROX SIZE	2" diameter



ATTRIBUTES VERIFIED ON QUILL SHAFT

Verification of spline attributes involves checking several individual characteristics of the spline including: pitch diameter, tooth size, and tooth spacing.



1322AS124

GAGE 1322AS125

MASTER, QUILL SHAFT SPLINE NO GO GAGE

DRAWING NUMBER 1322AS125
NAME Master, Quill Shaft Spline No Go Gage
COMPONENT CHECKED Quill Shaft Spline No Go Gage, NSIG 1322AS124
PURPOSE The purpose of the Quill Shaft Spline No Go Gage Master is to verify the maximum material condition of the Quill Shaft Spline No Go Gage.
LOCATION NWADIV Gage Warehouse, Pomona, CA
ACCURACY Gage features meet or exceed the following limits:
Size: ± 0.0001
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1987
PROCUREMENT COST \$980
WEIGHT 12 oz.
APPROX SIZE .25" dia. X 5" long

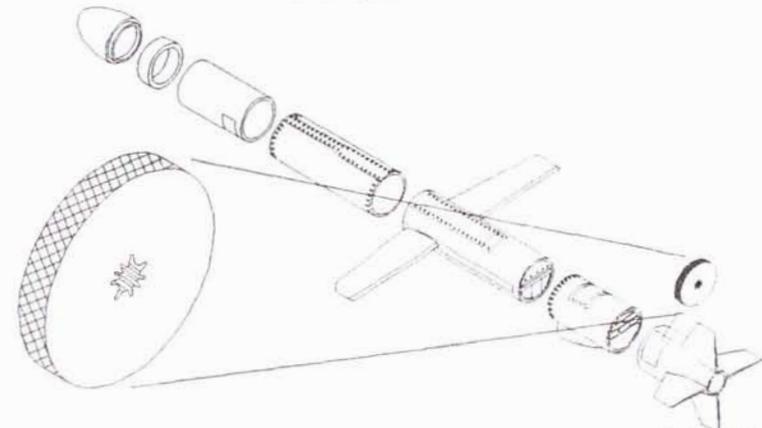


SCALE |-----|
4 IN

ATTRIBUTES VERIFIED ON SPLINE NO GO GAGE

Verification of spline attributes involves checking several individual characteristics of the spline including: pitch diameter, tooth size, and tooth spacing.

MISSILE COMPONENT CHECKED QUILL SHAFT SPLINE NO GO GAGE

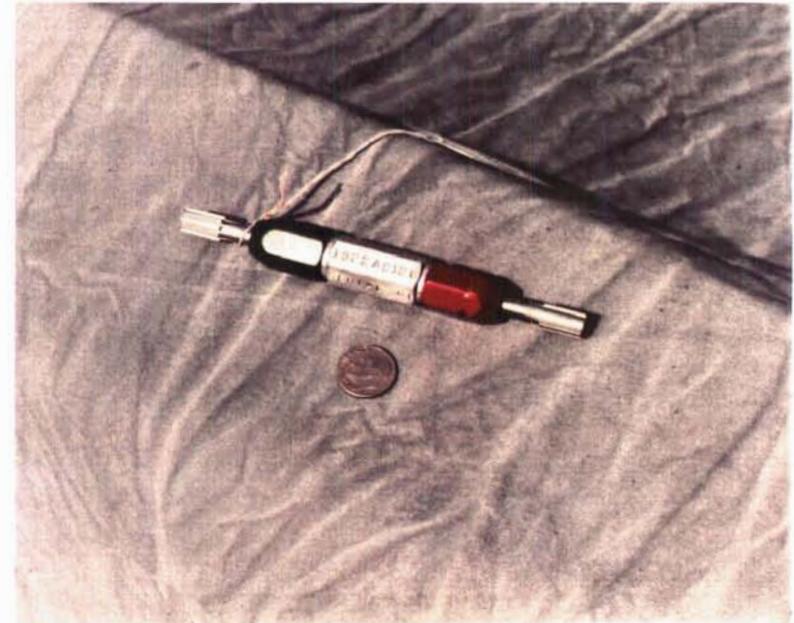


1322AS125

GAGE 1322AS126

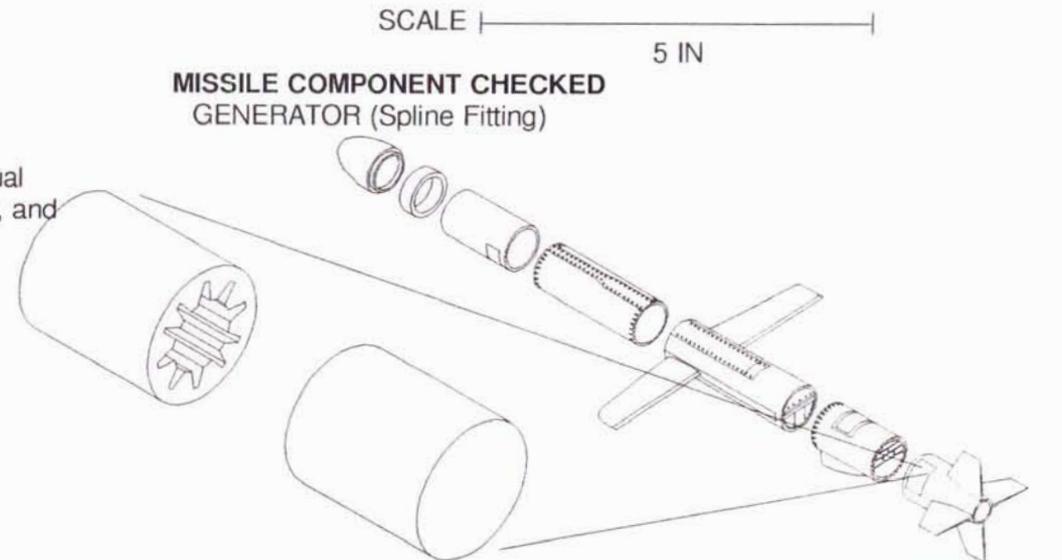
GENERATOR SPLINE GO/NO GO GAGE

DRAWING NUMBER	1322AS126
NAME	Generator Spline Go/No Go Gage
COMPONENT CHECKED	Generator, 76Z1887
PURPOSE	The purpose of the Generator Spline Go/No Go Gage is to verify both the maximum and minimum material conditions of the spline fitting on the Generator
LOCATION	Pacific Scientific, Santa Barbara, CA
ACCURACY	Gage features meet or exceed the following limits: Size: +/- .0001
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1987
PROCUREMENT COST	\$800
WEIGHT	20 oz.
APPROX SIZE	.75" dia. X 5" long



ATTRIBUTES VERIFIED ON GENERATOR

Verification of spline attributes involves checking several individual characteristics of the spline including: pitch diameter, tooth size, and tooth spacing.



1322AS126

GAGE 1322AS128

TAILCONE GAGE

DRAWING NUMBER 1322AS128

NAME Tailcone Gage

COMPONENT CHECKED Tailcone, 76Z7272

PURPOSE The purpose of the Tailcone Gage is to check the position and orientation of the engine mount and booster motor attach ring holes. It also checks the concentricity of the aft end tailcone ring.

LOCATION McDonnell Douglas, Titusville, FL
General Dynamics, Imperial Valley, CA

ACCURACY Gage features meet or exceed the following limits:
Position: .0005
Concentricity: .001

CERTIFICATION CYCLE 12 months

FIRST DEPLOYED 1989

PROCUREMENT COST \$60,000

WEIGHT 800 lbs.

APPROX SIZE 36" dia. X 60" H

COMMENTS



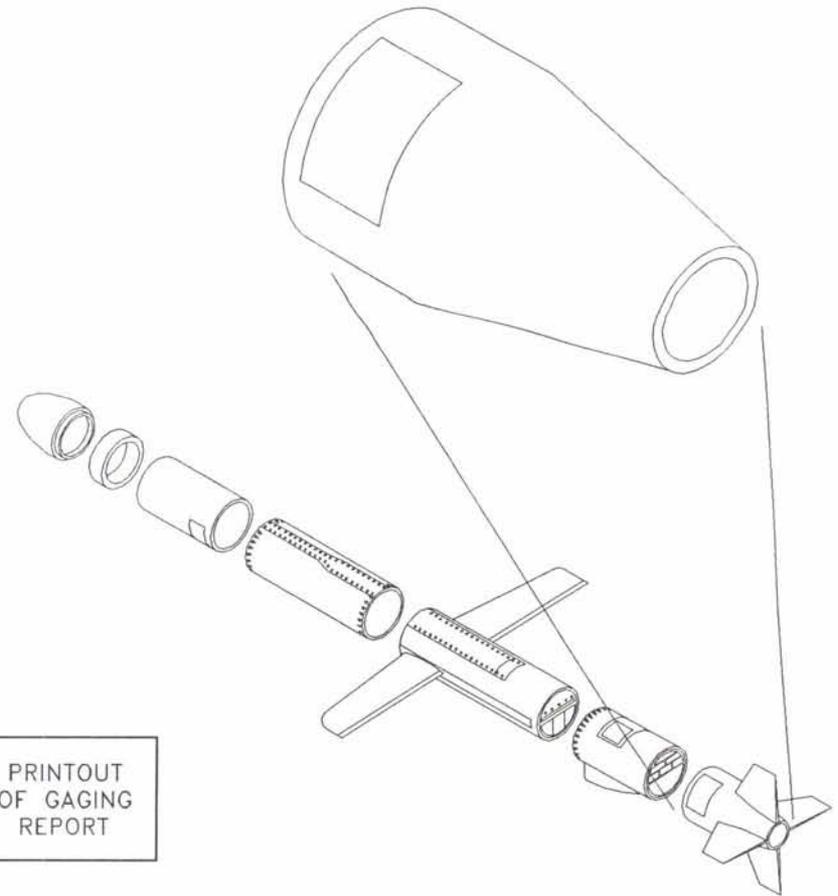
SCALE |-----|
6 FT

ATTRIBUTES VERIFIED ON TAILCONE

Clocking, hole-to-hole, and pattern position of 5 engine mount holes.
Clocking and pattern position of 72 booster motor attach ring holes.
Concentricity of aft end tailcone ring.

MISSILE COMPONENT CHECKED

TAILCONE



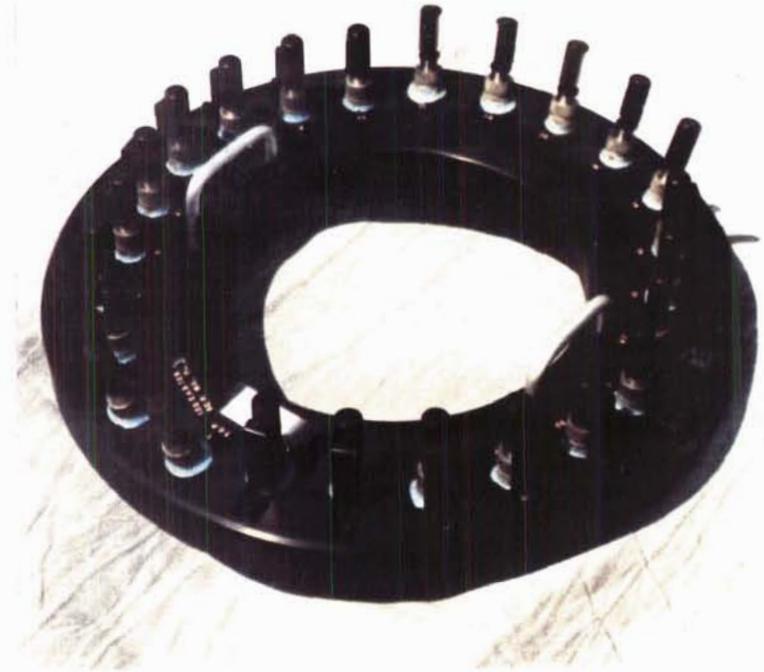
GAGE SYSTEM DIAGRAM



GAGE 1322AS129

AFTBODY SPLICE JOINT GAGE (AFT END)

DRAWING NUMBER	1322AS149
NAME	Aftbody Splice Joint Gage (Aft End)
COMPONENT CHECKED	TOMAHAWK Aftbody, 76Z7253
PURPOSE	The purpose of the Aftbody Splice Joint Gage (Aft End) is to check the position of 24 holes used to join the Aftbody to the Tailcone at missile station 182.5.
LOCATION	McDonnell Douglas, Titusville, FL Lockheed Corp., Abilene, TX
ACCURACY	Gage features meet or exceed the following limits: Position: ± 0.0005
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1989
PROCUREMENT COST	\$4,525
WEIGHT	35 lbs.
APPROX SIZE	28" dia. X 2" thick

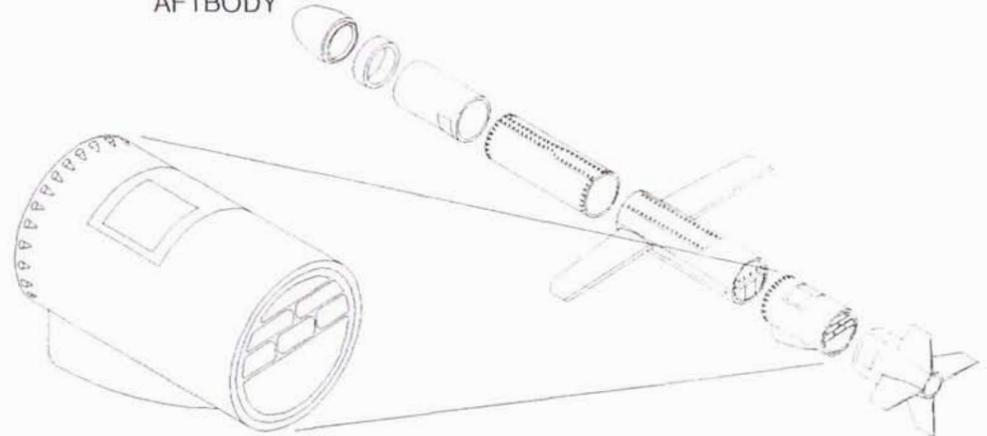


SCALE |-----|
1.5 FT

ATTRIBUTES VERIFIED ON AFTBODY

24 splice joint holes positioned to match tool gage 712573.

MISSILE COMPONENT CHECKED AFTBODY



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GAGE 1322AS130

WING GAGE

DRAWING NUMBER	1322AS130
NAME	Wing Gage
COMPONENT CHECKED	TOMAHAWK Wing, 76Z8728
PURPOSE	The purpose of the Wing Gage is to locate the manufacturing chord plane (MCP) of the wing and determine angle of incidence and twist relative to the MCP. Information is provided to the wing manufacturer to perform a wing matching routine.
LOCATION	Edwards Aerospace, Irving, TX
ACCURACY	Gage features meet or exceed the following limits: X-axis within .0015 Y-axis within .0010 Z-axis within .0015
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1993
PROCUREMENT COST	\$250,000
WEIGHT	4,000 lbs.
APPROX SIZE	8' L X 4' W X 7' H
COMMENTS	Wing measurement data (incidence, twist, and dihedral) are used to match a pair of wings such that aileron trim to compensate for wing variations will not exceed +/-3.5 degrees.



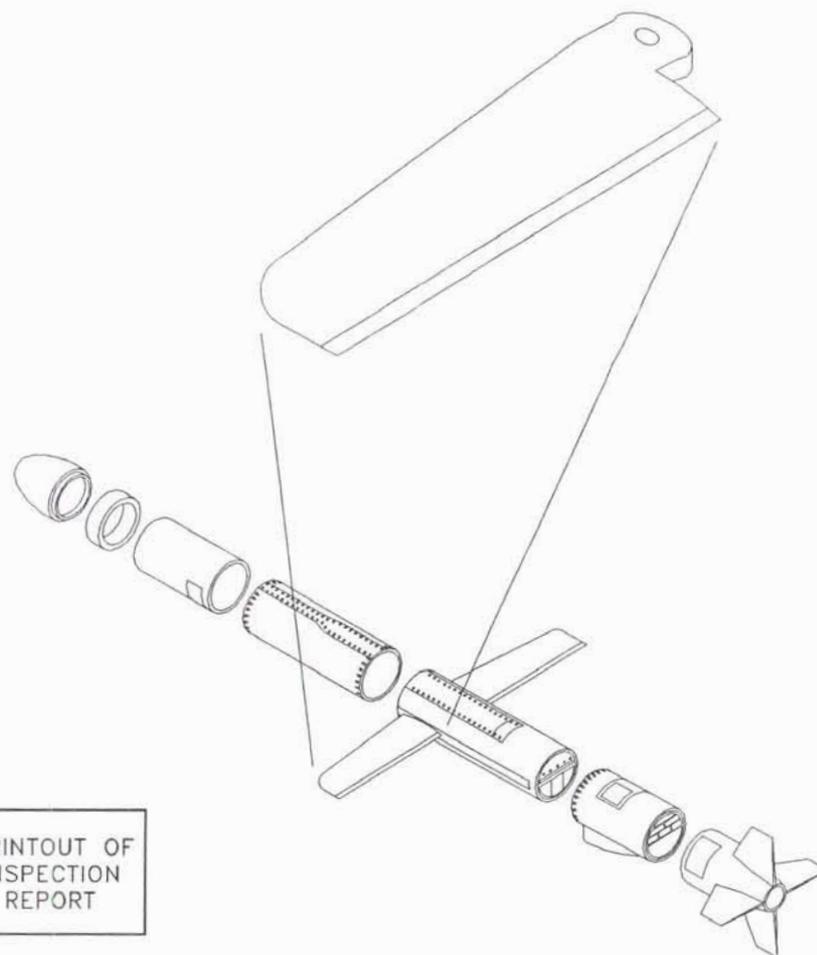
SCALE |-----|
8 FT

ATTRIBUTES VERIFIED ON WING

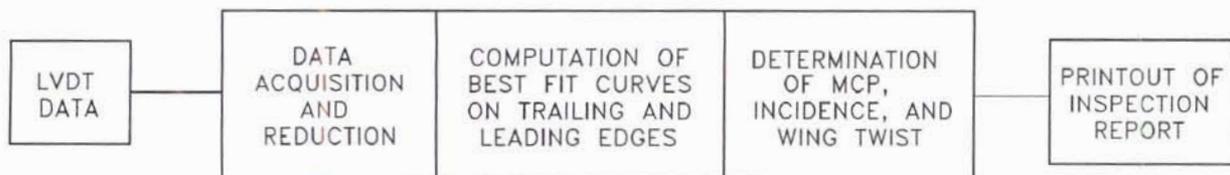
Angle of incidence at wing station 10.75 relative to pivot pin hole.
Leading edge twist between wing stations 10.75 and 45.82.
Wing dihedral.

MISSILE COMPONENT CHECKED

WING



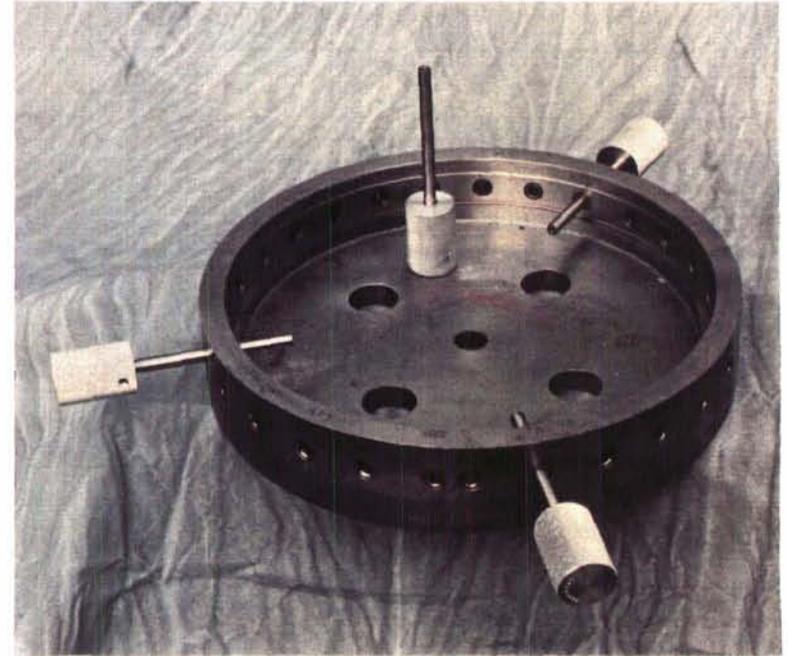
GAGE SYSTEM DIAGRAM



GAGE 1322AS131

PARENT MASTER, BOOSTER MOTOR ATTACH HOLES

DRAWING NUMBER 1322AS131
NAME Parent Master, Booster Motor Attach Holes
COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 691091
McDonnell Douglas, MA76Z2280-5000TD
PURPOSE The purpose of the Booster Motor Attach Holes Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the booster motor attach hole pattern during production.
LOCATION NWADIV Gage Warehouse, Pomona, CA
ACCURACY Gage features meet or exceed the following limits:
Position: .0005
CERTIFICATION CYCLE 24 months
FIRST DEPLOYED 1988
PROCUREMENT COST not available
WEIGHT 90 lbs.
APPROX SIZE 18" dia. X 3" thick

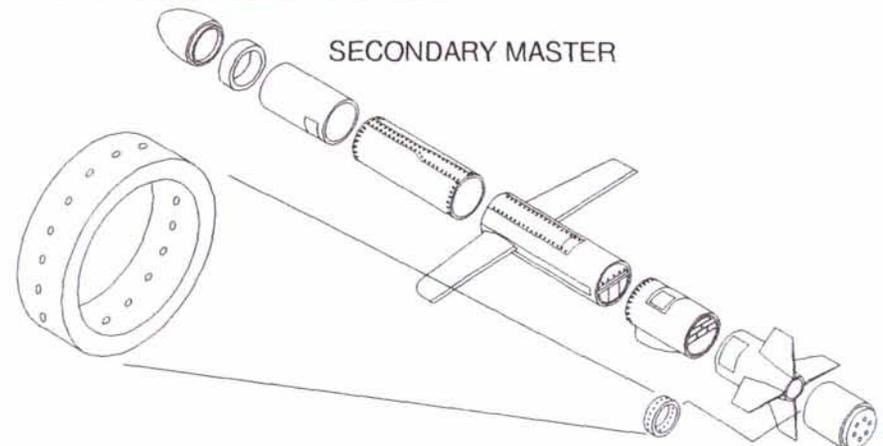


SCALE |-----|
1.5 FT

ATTRIBUTES VERIFIED ON SECONDARY MASTER

Parent Masters do not verify a specific dimensional requirement on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.

MISSILE COMPONENT CHECKED



GAGE 1322AS132

PARENT MASTER, TAILCONE SPLICE JOINT HOLES

DRAWING NUMBER 1322AS132

NAME Parent Master, Tailcone Splice Joint Holes

COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 712573
McDonnell Douglas, MA76Z7253-5003TD

PURPOSE The purpose of the Tailcone Splice Joint Holes Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the splice joint hole pattern during production.

LOCATION NWADIV Gage Warehouse, Pomona, CA

ACCURACY Gage features meet or exceed the following limits:
Position: .0005

CERTIFICATION CYCLE 24 months

FIRST DEPLOYED 1988

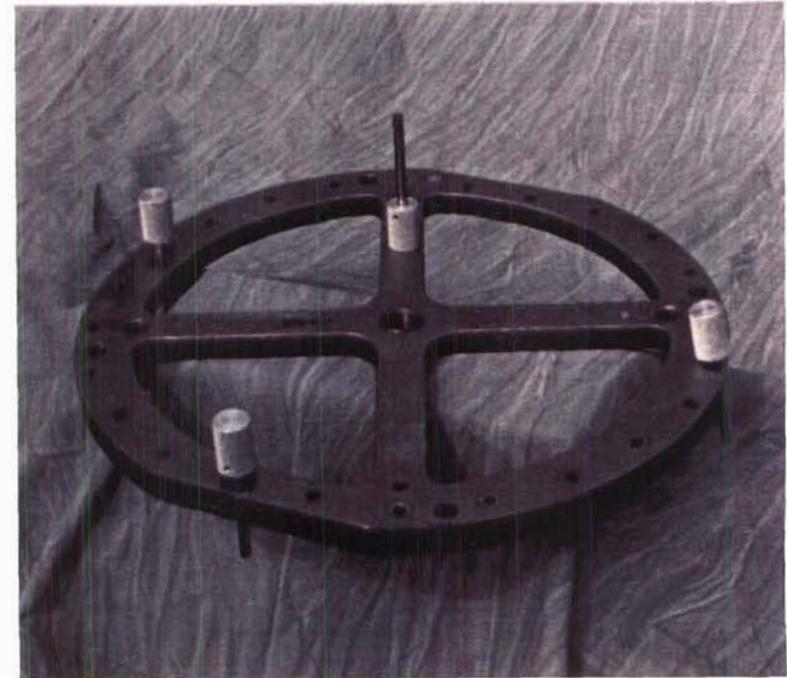
PROCUREMENT COST N/A

WEIGHT 25 lbs.

APPROX SIZE 24" dia. X 1" thick

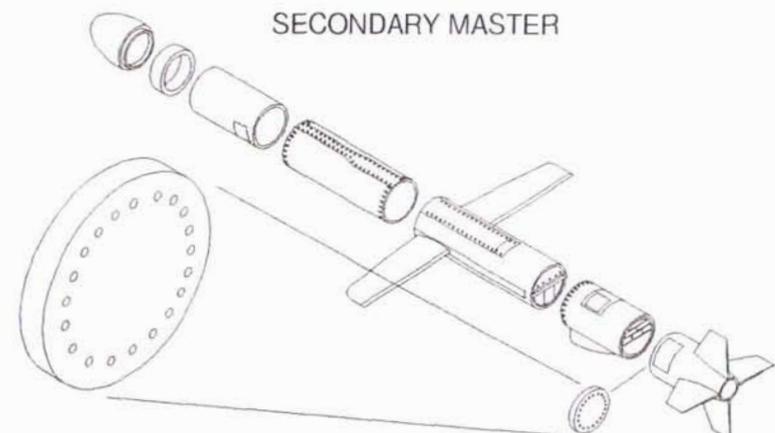
ATTRIBUTES VERIFIED ON SECONDARY MASTER

Parent masters do not verify a specific dimensional feature on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.



SCALE |-----|
1.5 FT

MISSILE COMPONENT CHECKED



1322AS132

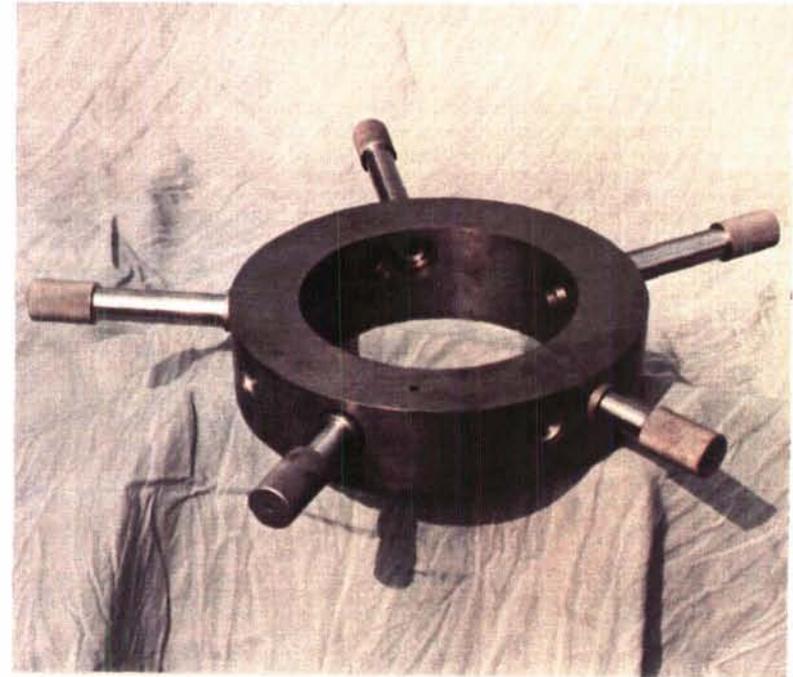
GAGE 1322AS133

PARENT MASTER, ENGINE MOUNT HOLES

DRAWING NUMBER 1322AS133
NAME Parent Master, Engine Mount Holes
COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 694990
McDonnell Douglas, MA76Z2997-5001TD
PURPOSE The purpose of the Engine Mount Holes Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the location of the engine mount hole pattern during production.
LOCATION NWADIV Gage Warehouse, Pomona
ACCURACY Gage features meet or exceed the following limits:
Position: .0005
CERTIFICATION CYCLE 24 months
FIRST DEPLOYED 1988
PROCUREMENT COST not available
WEIGHT 65 lbs.
APPROX SIZE 16" dia. X 2.5" thick

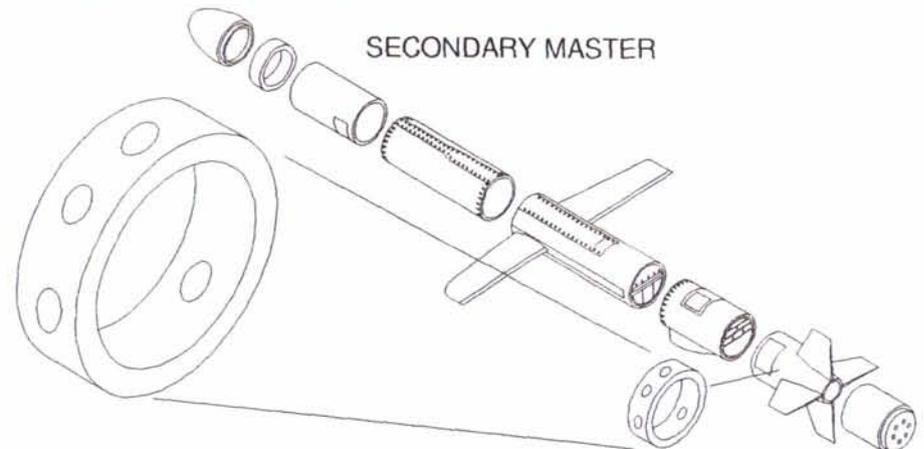
ATTRIBUTES VERIFIED ON SECONDARY MASTER

Parent masters do not verify a specific dimensional feature on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.



SCALE |-----|
1.5 FT

MISSILE COMPONENT CHECKED



1322AS133

GAGE 1322AS134

PARENT MASTER, MIDBODY SPLICE JOINT HOLES (FWD END)

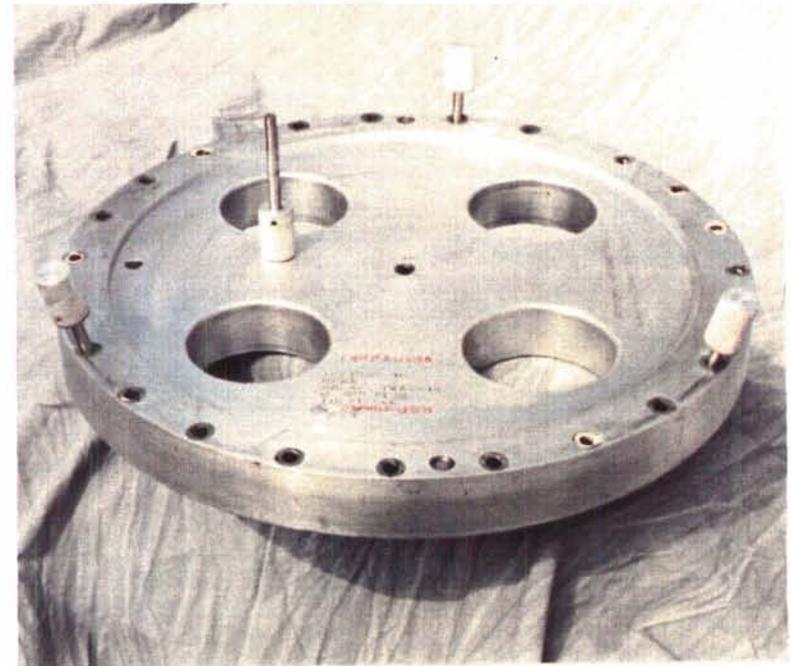
DRAWING NUMBER 1322AS134
NAME Parent Master, Midbody Splice Joint Holes (Fwd End)
COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 712567
McDonnell Douglas, MA76Z8693-5003 TD

PURPOSE The purpose of the Midbody Splice Joint Holes Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the splice joint hole pattern location during production.

LOCATION NWADIV Gage Warehouse, Pomona, CA

ACCURACY Gage features meet or exceed the following limits:
Position: .0005

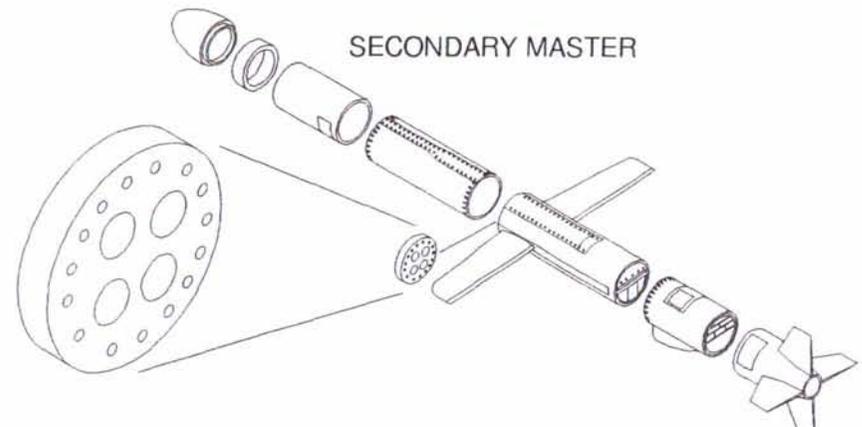
CERTIFICATION CYCLE 24 months
FIRST DEPLOYED 1988
PROCUREMENT COST not available
WEIGHT 75 lbs.
APPROX SIZE 22" diameter X 2" thick



MISSILE COMPONENT CHECKED

ATTRIBUTES VERIFIED ON SECONDARY MASTER

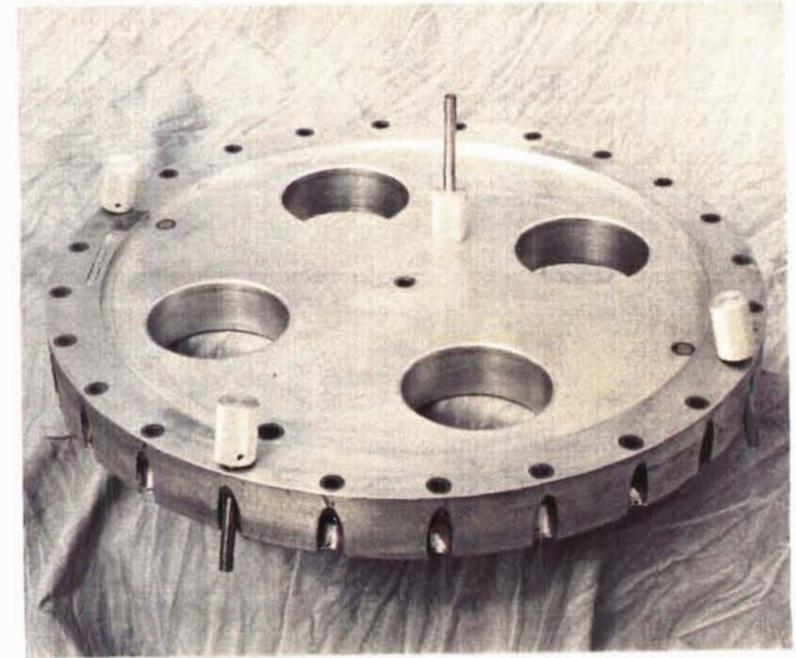
Parent Masters do not verify a specific dimensional requirement on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production



GAGE 1322AS135

PARENT MASTER, GUIDANCE SECTION SPLICE JOINT HOLES (AFT END)

DRAWING NUMBER	1322AS135
NAME	Parent Master, Guidance Section Splice Joint Holes (Aft End)
COMPONENT CHECKED	Contractor owned Secondary Masters: Hughes, 712564 McDonnell Douglas, MA76Z6868-5003
PURPOSE	The purpose of the Guidance Section Splice Joint Holes Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the splice joint hole pattern location during production.
LOCATION	NWADIV Gage Warehouse, Pomona, CA
ACCURACY	Gage features meet or exceed the following limits: Position: .0005
CERTIFICATION CYCLE	24 months
FIRST DEPLOYED	1988
PROCUREMENT COST	not available
WEIGHT	75 lbs.
APPROX SIZE	22" diameter X 2" thick

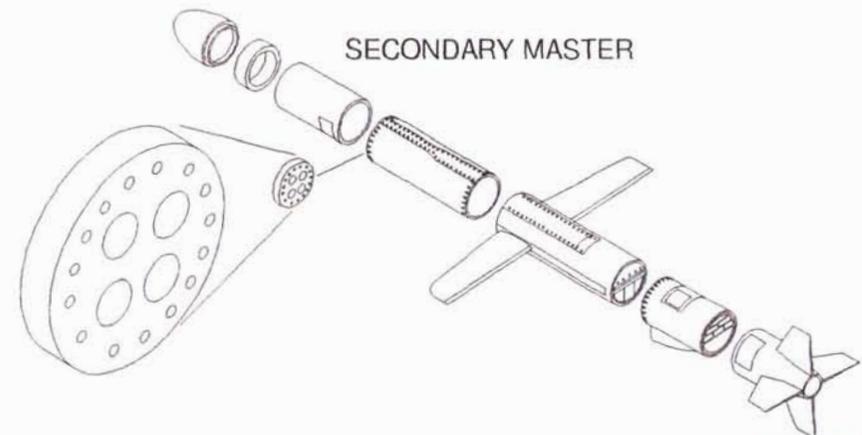


SCALE |-----|
1.5 FT

MISSILE COMPONENT CHECKED

ATTRIBUTES VERIFIED ON SECONDARY MASTER

Parent masters do not verify a specific dimensional feature on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.

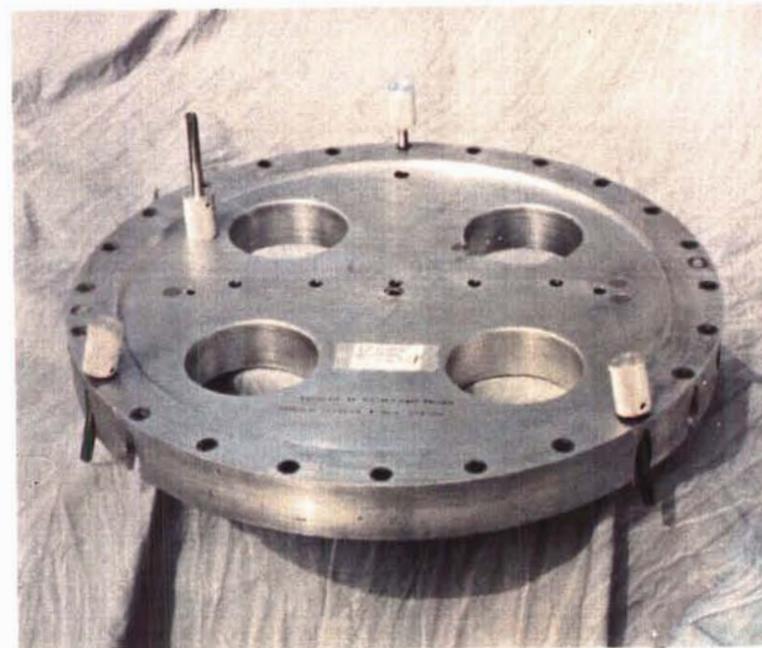


1322AS135

GAGE 1322AS136

PARENT MASTER, MIDBODY SPLICE JOINT HOLES (AFT END)

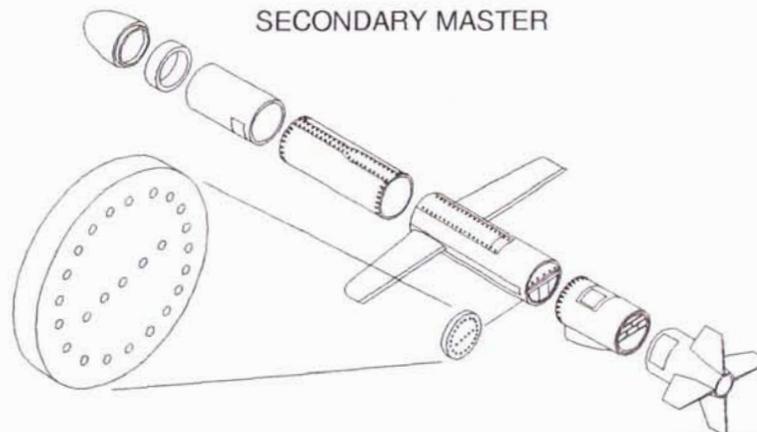
DRAWING NUMBER 1322AS136
NAME Parent Master, Midbody Splice Joint Holes (Aft End)
COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 712570
McDonnell Douglas, MA76Z7235-5003TD
PURPOSE The purpose of the Midbody Splice Joint Holes Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the splice joint hole pattern location during production.
LOCATION NWADIV Gage Warehouse, Pomona, CA
ACCURACY Gage features meet or exceed the following limits:
Position: .0005
CERTIFICATION CYCLE 24 months
FIRST DEPLOYED 1988
PROCUREMENT COST not available
WEIGHT 75 lbs.
APPROX SIZE 22" dia. X 2" thick



SCALE |-----|
1.5 FT

MISSILE COMPONENT CHECKED

SECONDARY MASTER



ATTRIBUTES VERIFIED ON SECONDARY MASTER

Parent masters do not verify a specific dimensional feature on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.

GAGE 1322AS137

PARENT MASTER, GUIDANCE SYSTEM HINGE

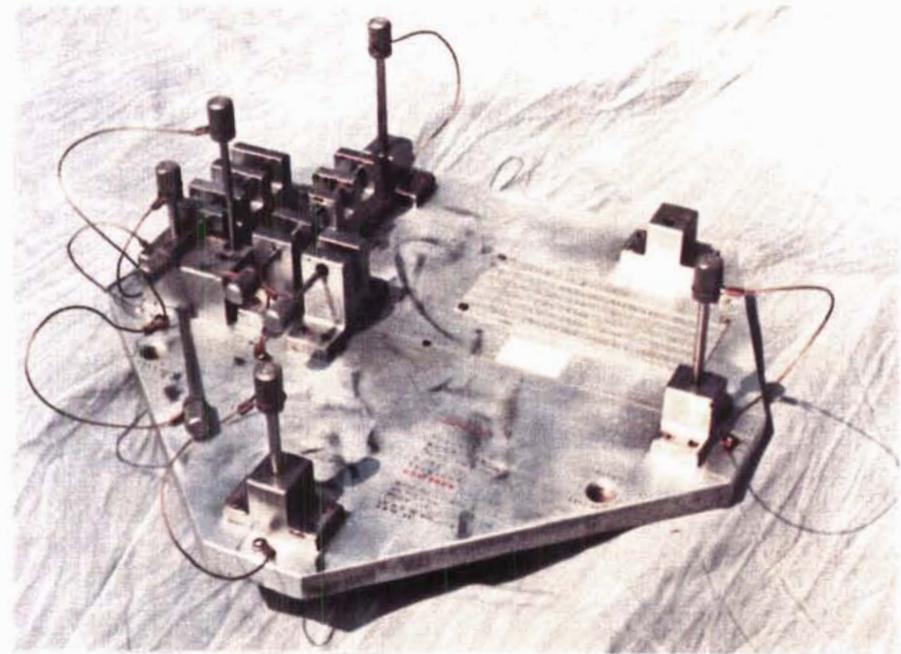
DRAWING NUMBER 1322AS137
NAME Parent Master, Guidance System Hinge
COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 691052, 691104
McDonnell Douglas, MA76Z3819-5001TD
MA76A3819-5003TD

PURPOSE The purpose of the Guidance System Hinge Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the hinge hole pattern location during production.

LOCATION NWADIV Gage Warehouse, Pomona, CA

ACCURACY Gage features meet or exceed the following limits:
Position: .0005

CERTIFICATION CYCLE 24 months
FIRST DEPLOYED 1988
PROCUREMENT COST not available
WEIGHT 90 lbs.
APPROX SIZE 18" L X 24" W X 6" H

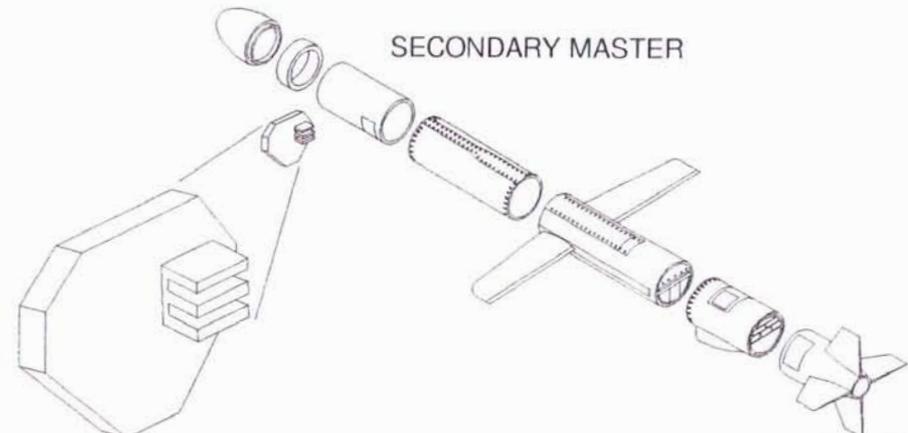


SCALE |-----|
1.5 FT

MISSILE COMPONENT CHECKED

ATTRIBUTES VERIFIED ON SECONDARY MASTER

Parent masters do not verify a specific dimensional feature on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.



1322AS137

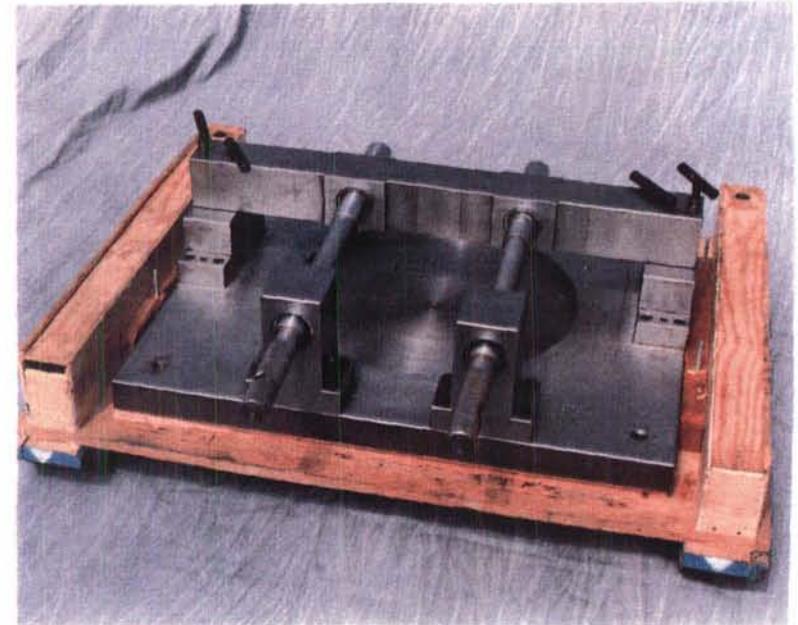
GAGE 1322AS138

PARENT MASTER, MIDBODY PIVOT PIN HOLES

DRAWING NUMBER 1322AS138
NAME Parent Master, Midbody Pivot Pin Holes
COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 717386
McDonnell Douglas, MA76Z7235-5005
PURPOSE The purpose of the Midbody Pivot Pin Hole Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the pivot pin hole locations during production.
LOCATION NWADIV Gage Warehouse, Pomona, CA
ACCURACY Gage features meet or exceed the following limits:
Position: .0002
CERTIFICATION CYCLE 24 months
FIRST DEPLOYED 1988
PROCUREMENT COST not available
WEIGHT 250 lbs.
APPROX SIZE 24" L X 24" W X 8" H

ATTRIBUTES VERIFIED ON SECONDARY MASTER

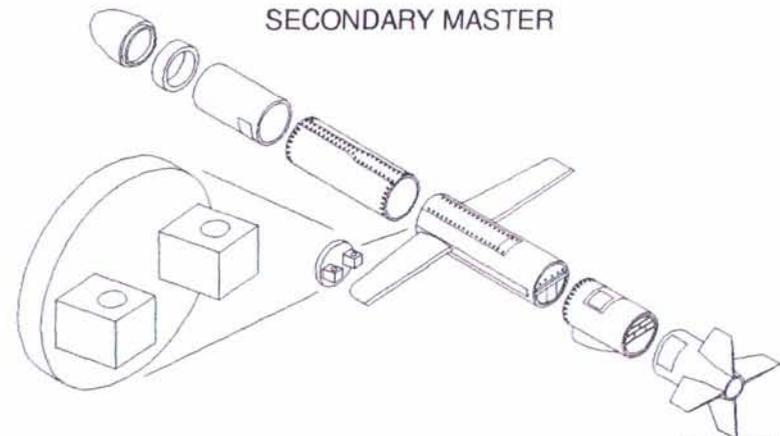
Parent masters do not verify a specific dimensional feature on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.



SCALE |-----|
1.5 FT

MISSILE COMPONENT CHECKED

SECONDARY MASTER



1322AS138

GAGE 1322AS139

PARENT MASTER, CAPSULE COVER HOLES

DRAWING NUMBER 1322AS139
NAME Parent Master, Capsule Cover Holes
COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 716516
McDonnell Douglas, MA76Z3050-5001TD
PURPOSE The purpose of the Capsule Cover Holes Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the capsule cover hole locations during production.
LOCATION NWADIV Gage Warehouse, Pomona, CA
ACCURACY Gage features meet or exceed the following limits:
Position: .0005
CERTIFICATION CYCLE 24 months
FIRST DEPLOYED 1988
PROCUREMENT COST not available
WEIGHT 50 lbs.
APPROX SIZE 24" diameter

PHOTOGRAPH NOT AVAILABLE

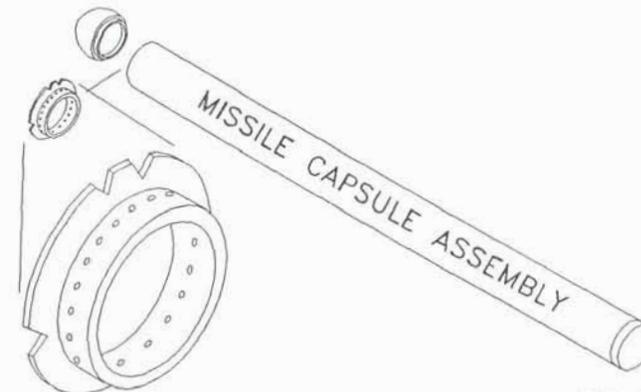
ATTRIBUTES VERIFIED ON SECONDARY MASTER

Parent masters do not verify a specific dimensional feature on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.

SCALE |-----|
NONE

MISSILE COMPONENT CHECKED

SECONDARY MASTER



1322AS139

GAGE 1322AS142

PARENT MASTER, BARREL CLOSURE HOLES

DRAWING NUMBER 1322AS142
NAME Parent Master, Barrel Closure Holes
COMPONENT CHECKED Contractor owned Secondary Masters:
Hughes, 720377
McDonnell Douglas, 750862
PURPOSE The purpose of the Barrel Closure Holes Parent Master is to recertify the contractor owned Secondary Masters which are used in determining the barrel closure hole locations during production.
LOCATION NWADIV Gage Warehouse, Pomona, CA
ACCURACY Gage features meet or exceed the following limits:
Position: .0005
CERTIFICATION CYCLE 24 months
FIRST DEPLOYED 1988
PROCUREMENT COST not available
WEIGHT 60 lbs.
APPROX SIZE 22" diameter

PHOTOGRAPH NOT AVAILABLE

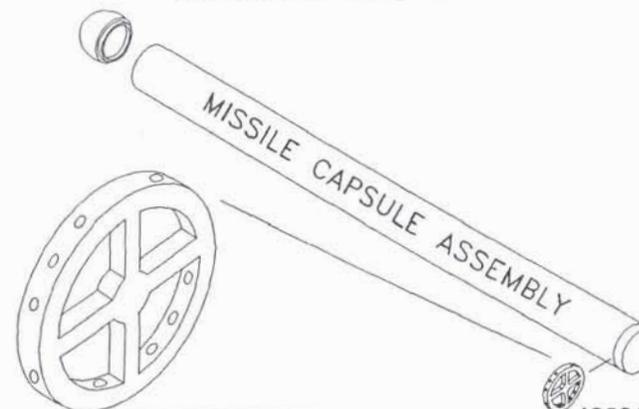
ATTRIBUTES VERIFIED ON SECONDARY MASTER

Parent masters do not verify a specific dimensional feature on a component, but rather, they verify the ideal hole pattern positions on secondary masters which are used for production.

SCALE |-----|
NONE

MISSILE COMPONENT CHECKED

SECONDARY MASTER



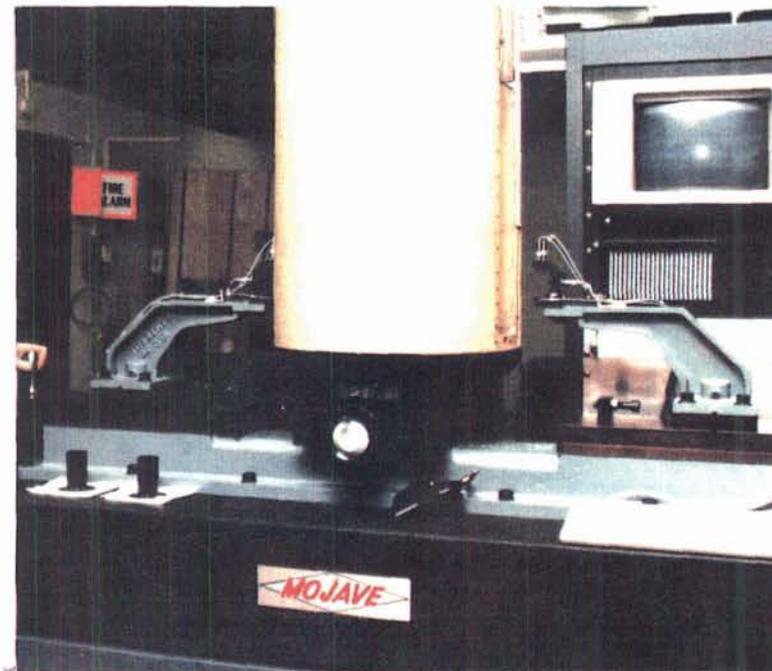
1322AS142

GAGE 1322AS143

MIDBODY GAGE

DRAWING NUMBER 1322AS143
NAME Midbody Gage
COMPONENT CHECKED TOMAHAWK Midbody, 76Z7235
PURPOSE The purpose of the Midbody Gage is to measure position and angularity of the two pivot pin holes. Angular differential between the two holes is also reported.
LOCATION Edwards Aerospace, Irving, TX
Lockheed Corp., Abilene, TX
ACCURACY Gage features meet or exceed the following limits:
 Angularity: .0005
 Position: .0005
 Repeatability: .0003
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1988
PROCUREMENT COST \$75,000
WEIGHT 1750 lbs.
APPROX SIZE 6' L X 4' W X 4' H

COMMENTS If angular differential between pivot pin holes does not exceed three minutes, the manufacturer is excused from further midbody/wing rigging measurement.



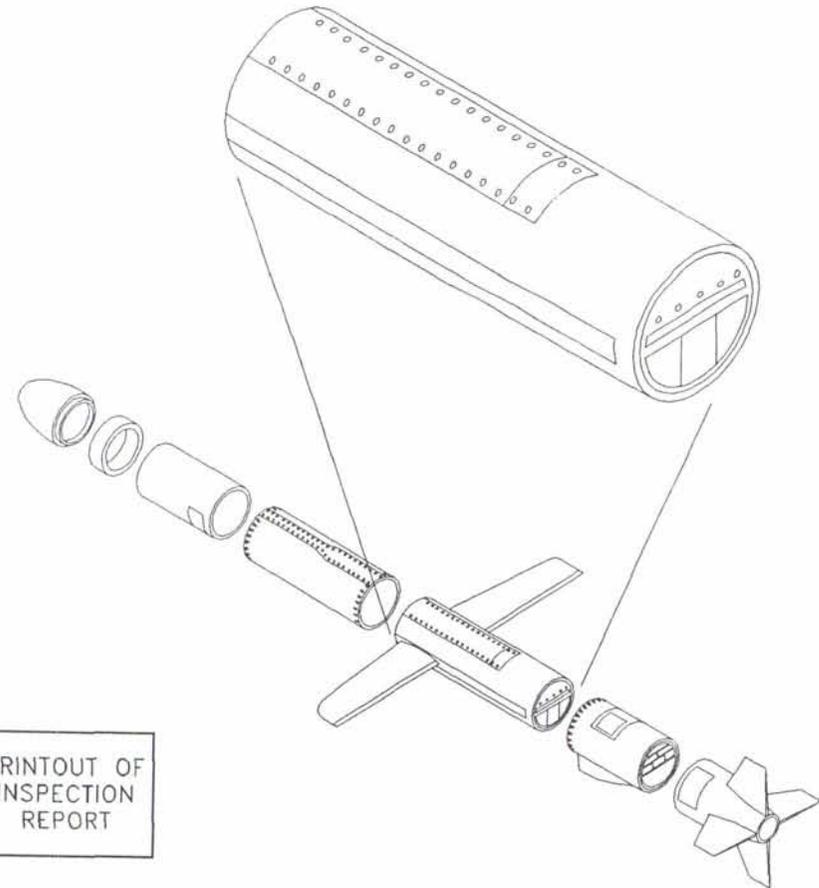
SCALE |-----|
3 FT

ATTRIBUTES VERIFIED ON MIDBODY

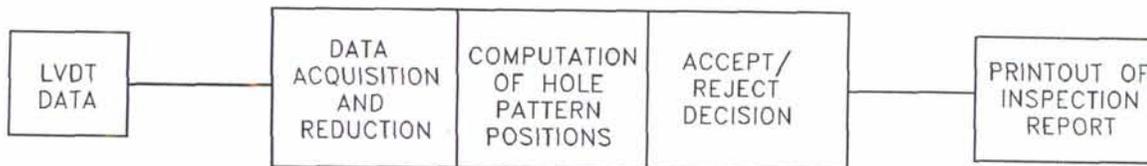
Parallelism of aft 72 holes relative to Datum -A- within .055.
Angularity of five engine mount holes at 6.333 degrees relative to Datum -A- within .014.
Clocking of aft 72 holes and engine mount holes relative to Datum -C- within .030.
Concentricity of aft ring relative to Datum -B- within .050.

MISSILE COMPONENT CHECKED

MIDBODY



GAGE SYSTEM DIAGRAM



GAGE 1322AS146

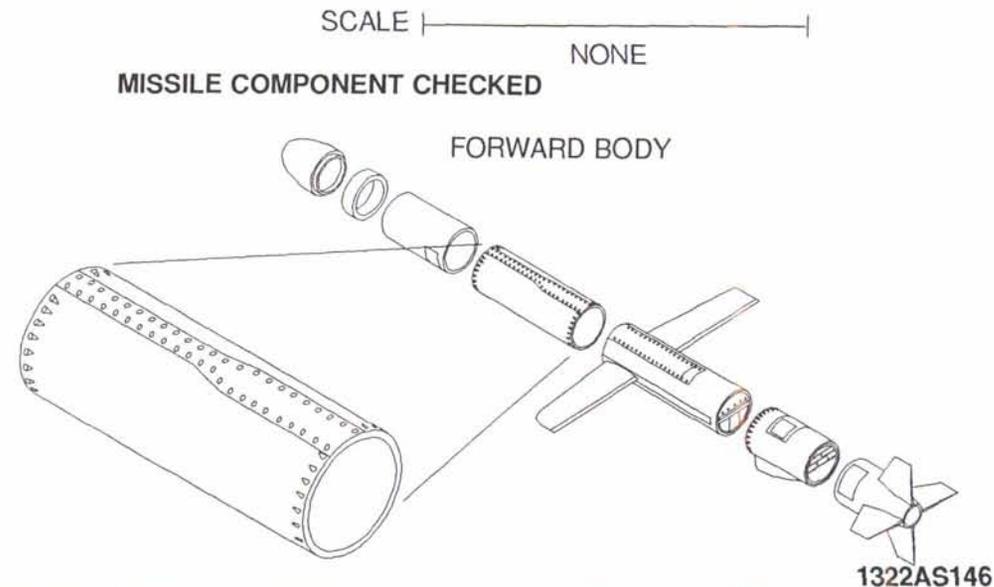
FORWARD BODY SPLICE JOINT GAGE

DRAWING NUMBER 1322AS146
NAME Forward Body Splice Joint Gage
COMPONENT CHECKED TOMAHAWK Forward Body, 76Z8680
PURPOSE The purpose of the Forward Body Splice Joint Gage is to check the position of 24 holes used to join the Fwd. Body to the Midbody at missile station 99.8.
LOCATION Lockheed Corp., Abilene, TX
McDonnell Douglas, Titusville, FL
ACCURACY Gage features meet or exceed the following limits:
Position: .0005
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1989
PROCUREMENT COST \$3,500
WEIGHT 35 lbs.
APPROX SIZE 28" dia. X 2" thick

PHOTOGRAPH NOT AVAILABLE
SEE PHOTOGRAPH OF GAGE 1322AS147
WHICH IS IDENTICAL IN APPEARANCE.

ATTRIBUTES VERIFIED ON FORWARD BODY

24 splice joint holes:
19 holes positioned to match to tool gage 692166.
5 holes true position to datum -A- RFS and datum -D-
within .030 diameter RFS.

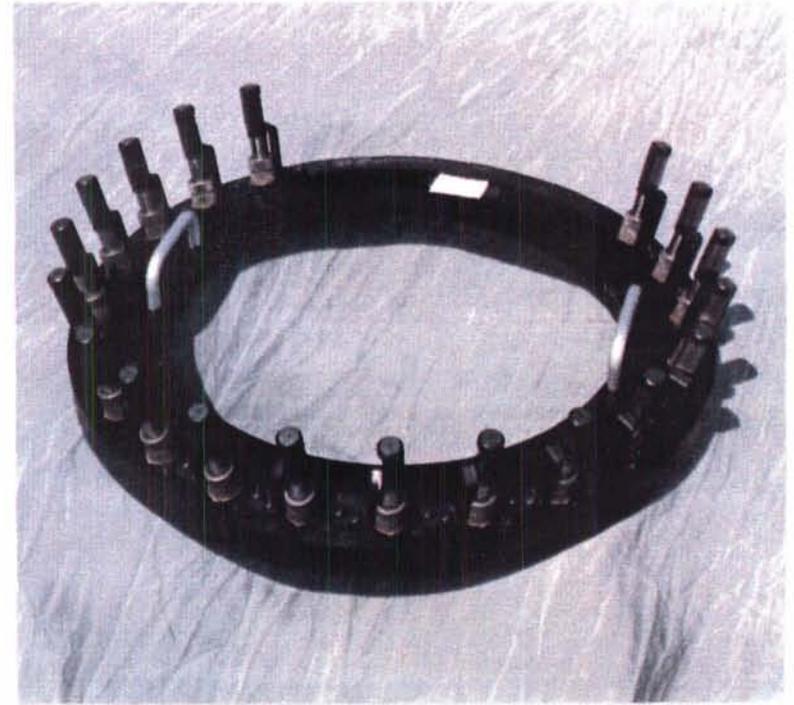


1322AS146

GAGE 1322AS147

MIDBODY SPLICE JOINT GAGE (FWD END)

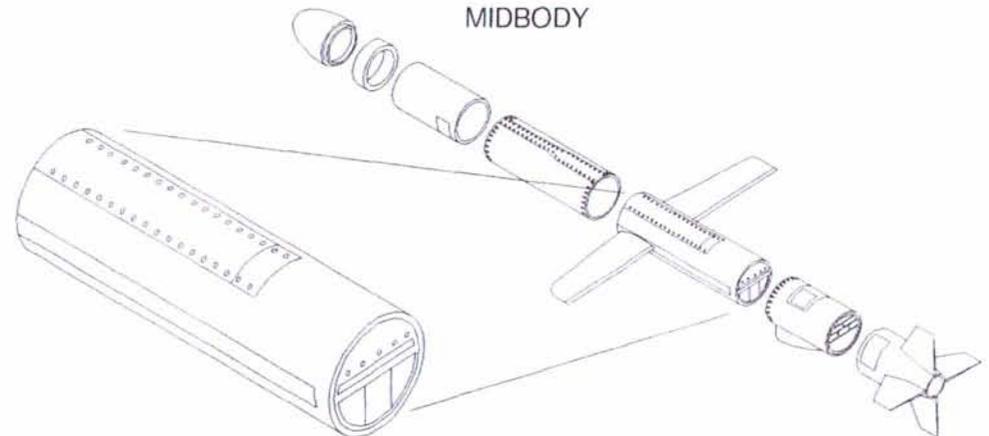
DRAWING NUMBER	1322AS147
NAME	Midbody Splice Joint Gage (Fwd End)
COMPONENT CHECKED	TOMAHAWK Midbody, 76Z7235
PURPOSE	The purpose of the Midbody Splice Joint Gage (Fwd End) is to check the position of 24 holes used to join the Midbody to the Forward Body at missile station 99.8.
LOCATION	McDonnell Douglas, Titusville, FL Lockheed Corp., Abilene, TX
ACCURACY	Gage features meet or exceed the following limits: Position: .0005
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1989
PROCUREMENT COST	\$3,500
WEIGHT	35 lbs.
APPROX SIZE	28" dia. X 2" thick



SCALE |-----|
1.5 FT

MISSILE COMPONENT CHECKED

MIDBODY



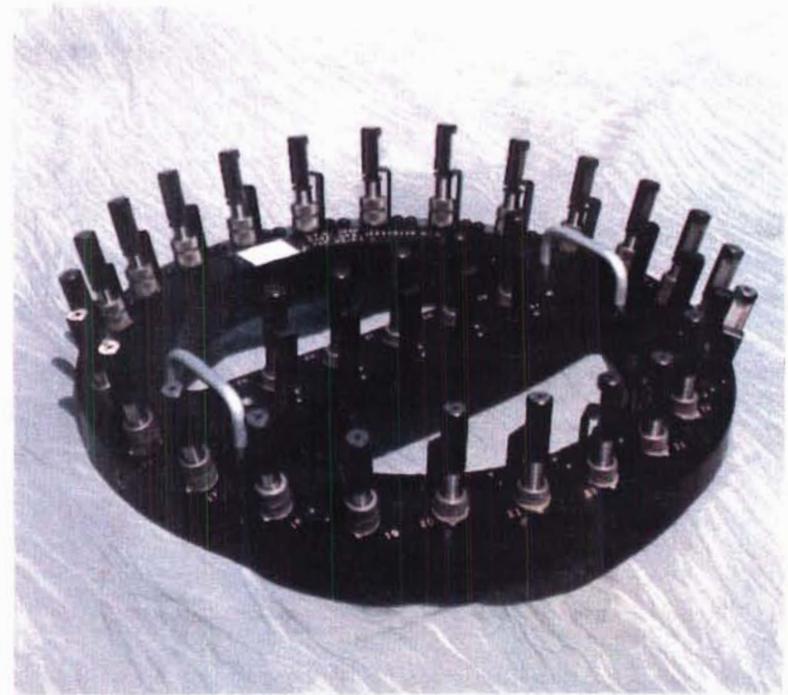
ATTRIBUTES VERIFIED ON MIDBODY

- 24 splice joint holes:
 - 19 holes positioned to match to tool gage 692166.
 - 5 holes true position to datum -A- RFS and datum -D- within .030 dia. RFS.

GAGE 1322AS148

MIDBODY SPLICE JOINT GAGE (AFT END)

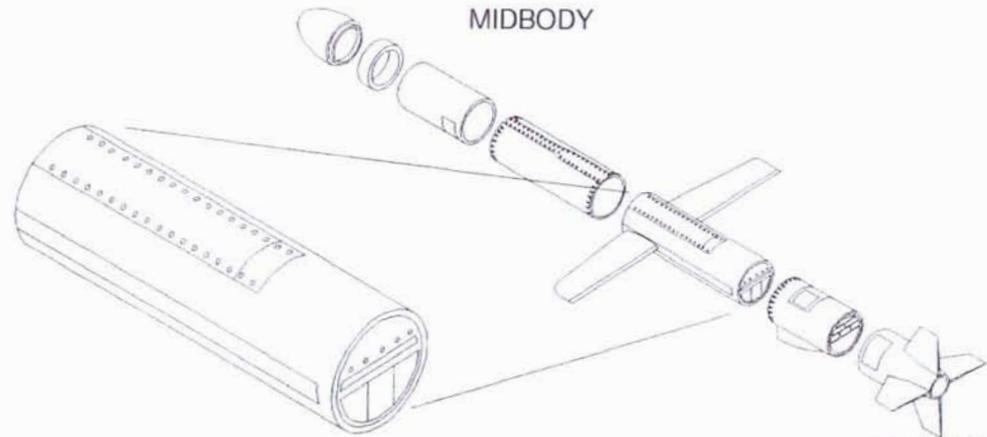
DRAWING NUMBER	1322AS148
NAME	Midbody Splice Joint Gage (Aft End)
COMPONENT CHECKED	TOMAHAWK Midbody, 76Z7235
PURPOSE	The purpose of the Midbody Splice Joint Gage (Aft End) is to check the position of 24 holes used to join the Midbody to the Aft Body at missile station 155.2.
LOCATION	McDonnell Douglas, Titusville, FL Lockheed Corp., Abilene, TX
ACCURACY	Gage features meet or exceed the following limits: Position: .0005
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1989
PROCUREMENT COST	\$3,500
WEIGHT	35 lbs.
APPROX SIZE	28" dia. X 2" thick



SCALE |-----|
1.5 FT

MISSILE COMPONENT CHECKED

MIDBODY



ATTRIBUTES VERIFIED ON MIDBODY

24 splice joint holes positioned to match tool gage 692166.

GAGE 1322AS149

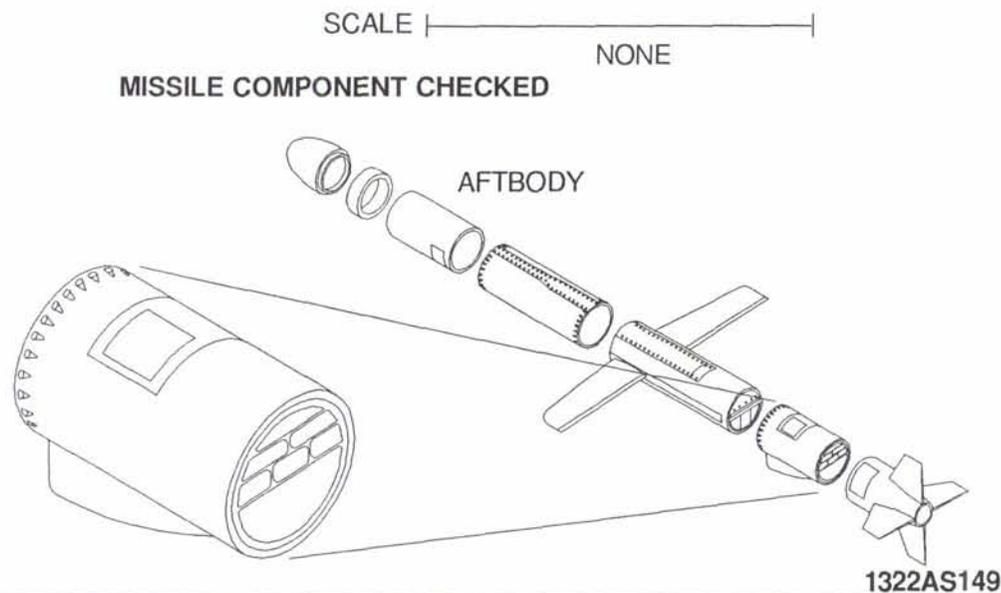
AFTBODY SPLICE JOINT GAGE (FWD END)

DRAWING NUMBER 1322AS149
NAME Aftbody Splice Joint Gage (Fwd End)
COMPONENT CHECKED TOMAHAWK Aftbody, 76Z7253
PURPOSE The purpose of the Aftbody Splice Joint Gage (Fwd End) is to check the position of 24 holes used to join the Aftbody to the Midbody at missile station 155.2.
LOCATION McDonnell Douglas, Titusville, FL
Lockheed Corp., Abilene, TX
ACCURACY Gage features meet or exceed the following limits:
Position: .0005
CERTIFICATION CYCLE 12 months
FIRST DEPLOYED 1989
PROCUREMENT COST \$3,500
WEIGHT 35 lbs.
APPROX SIZE 28" dia. X 2" thick

PHOTOGRAPH NOT AVAILABLE
SEE PHOTOGRAPH OF GAGE 1322AS148
WHICH IS IDENTICAL IN APPEARANCE.

ATTRIBUTES VERIFIED ON AFTBODY

24 splice joint holes positioned to match tool gage 712571.



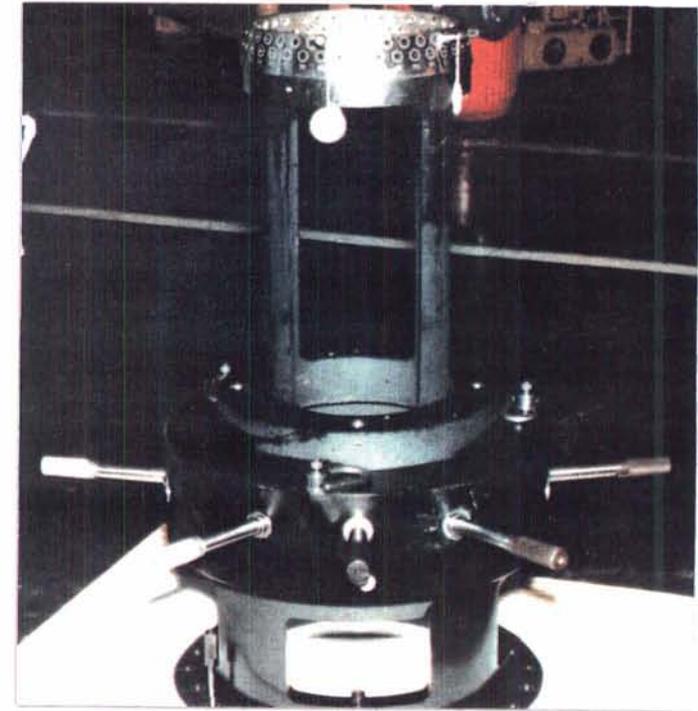
GAGE 1322AS167

TAILCONE SET MASTER

DRAWING NUMBER	1322AS167
NAME	Tailcone Set Master
COMPONENT CHECKED	Tailcone Gage, NSIG 1322AS128
PURPOSE	The purpose of the Tailcone Set Master is to incorporate three hole patterns (forward face splice joint holes, engine mount holes, and booster motor attach ring holes) in a single stable tailcone master. The master is then used to recertify the Tailcone Gages.
LOCATION	NWADIV Gage Warehouse, Pomona, CA
ACCURACY	Gage features meet or exceed the following limits: Size: +/- .0001 Position: .0005
CERTIFICATION CYCLE	12 months
FIRST DEPLOYED	1987
PROCUREMENT COST	\$40,000
WEIGHT	600 lbs.
APPROX SIZE	21" dia. X 34" high

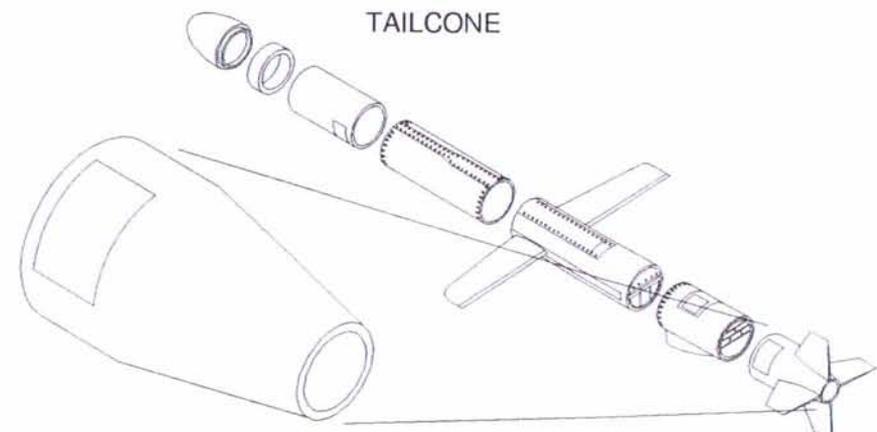
ATTRIBUTES VERIFIED ON TAILCONE GAGE

Forward Face Splice Joint hole pattern
Engine Mount hole pattern
Booster Motor Attach Ring hole pattern



SCALE |-----|
3 FT

MISSILE COMPONENT CHECKED



1322AS167

Document Separator

APPENDIX

BRAC 95 COMMISSION VISIT
23 MAY 1995

D

Appendix A: Oakland Site

1. Lease Phasing Map
2. Authorizing Legislation
3. Memorandum of Understanding/License
4. Non-effective Lease
5. Proposed First Amendment to Lease
6. Proposed Modification to Legislation
7. Point Paper on Reversionary/Non-reversionary

Appendix B: Alameda Annex/Alameda Facility Site

1. Authorizing Legislation
2. Proposed Memorandum of Understanding
3. Proposed Modification to Legislation

Appendix C: Point Molate Site

1. Draft Letter of Intent

APPENDIX A

FLEET & INDUSTRIAL SUPPLY CENTER OAKLAND OAKLAND MAINSITE FACILITY BRAC 95 COMMISSION BRIEF

23 MAY 1995

1. Lease Phasing Map (1 page)

Map indicates current phased leasing plan with the Fleet & Industrial Supply Center Oakland and the Port of Oakland. Included in the legend is the proposed turnover dates, acreage, and real estate footprint for each phase. Each major tenant is shown by a separate color identification.

2. Authorizing Legislation (3 pages)

Section 2338 Public Law 100-180 authorized lease actions with the Port of Oakland (City of Oakland). Section 2834 Public Law 102-484 amended the original legislation by (1) expanding the original 195 acres to "those portions of the Naval Supply Center, Oakland, CA, that the Secretary determines to be available for lease" and (2) changing the consideration from long-term fair market rental value to "be for nominal consideration."

3. Memorandum of Understanding/License (18 pages)

Memorandum of Understanding dated 03 December 1993 outlined the intentions and responsibility of both the Fleet & Industrial Supply Center and the Port of Oakland with regard to the Navy's proposed lease and/or transfer of portions of the Fleet & Industrial Supply Center Oakland, California, to the Port of Oakland.

4. Non-effective Lease (27 pages)

This lease was signed on 03 December 1993 between the "Government" and the City of Oakland for the Phase 1 property containing 80 acres of excess real property located at the main site in Oakland for the Fleet & Industrial Supply Center Oakland.

The Navy must complete several investigative documents prior to effecting this lease action, such as National Environmental Policy Act (NEPA) documentation; presently pending signature of Record of

APPENDIX A CONTINUED

FLEET & INDUSTRIAL SUPPLY CENTER OAKLAND OAKLAND MAINSITE FACILITY BRAC 95 COMMISSION BRIEF

23 MAY 1995

Decision (ROD) by Assistant Secretary of the Navy Cassidy, an Environmental Baseline Survey (EBS); presently complete, and a Finding of Suitability to Lease (FOSL); presently pending signature by Engineering Field Activity West (EFA West) upon signature of NEPA ROD.

5. Proposed First Amendment to Lease (5 pages)

This proposed first amendment to the lease signed 03 December 1993 incorporates the Phase 2 acreage (approximately 24 acres) and real estate language that addresses the reversionary and non-reversionary property designation at the Oakland main site.

6. Proposed Modification to Legislation (1 page)

Port of Oakland proposed this modification to the authorizing legislation to allow transfer of fee title on non-reversionary property located at both the main site and at Alameda for the proposed City of Alameda lease action.

**7. Point Paper on Reversionary/Non-reversionary Property
(1 page)**

Paper addresses real estate containing a mixture of reversionary and non-reversionary declaration. The main site located in Oakland contains a total of 392 acres of reversionary type property which includes 100 acres of waterfront and 137 acres of non-reversionary type property. The 169 acres located at the Fleet & Industrial Supply Center Oakland's Alameda Annex/Alameda Facility is 100% non-reversionary.

mately 137 acres located in the center of Mile Square Regional Park, Orange County, California.

(b) **CONSIDERATION.**—In consideration for the conveyance by the Secretary under subsection (a), Orange County shall convey to the United States parcels of real property, with improvements thereon, consisting of approximately 41 total acres located adjacent to the Marine Corps Air Station, Tustin, California.

(c) **PAYMENT BY COUNTY.**—If the fair market value of the real property and improvements conveyed by the Secretary under subsection (a) exceeds the fair market value of the real property conveyed by Orange County under subsection (b), the county shall pay the difference to the United States. Any such payment shall be covered into the Treasury as miscellaneous receipts.

(d) **OBLIGATIONS OF PARTIES.**—The exact acreages and legal descriptions of the real property to be conveyed under this section shall be determined by surveys which are satisfactory to the Secretary. The cost of any such survey shall be borne by Orange County.

(e) **ADDITIONAL TERMS AND CONDITIONS.**—The Secretary may require such additional terms and conditions in connection with the transaction authorized by this section as the Secretary considers appropriate to protect the interests of the United States.

SEC. 2337. TRANSFER OF LAND, JOLIET ARMY AMMUNITION PLANT, ILLINOIS

(a) **AUTHORITY TO CONVEY.**—Subject to subsections (b) through (d), the Secretary of the Army shall transfer to the Administrator of Veterans' Affairs not less than 200 acres of real property, including improvements thereon, located on the Joliet Army Ammunition Plant, Illinois, and with access to State Route 53.

(b) **USE OF LAND.**—(1) The Administrator shall use the real property transferred under subsection (a) for a national cemetery.

(2) A national cemetery established on such real property shall become part of the National Cemetery System and shall be administered under chapter 24 of title 38, United States Code.

(c) **RESTORATION.**—(1) The Secretary of the Army shall carry out appropriate environmental restoration activities pursuant to chapter 160 of title 10, United States Code, with respect to such real property before transferring it under this section.

(2) The Secretary may not transfer such property under this section unless the Administrator of Veterans' Affairs has determined that contamination that would prevent the property from being used as a national cemetery has been removed and that the land has been restored so that it is appropriate for such use.

(d) **LEGAL DESCRIPTION.**—The exact acreage and legal descriptions of any property transferred under this section shall be based on surveys that are satisfactory to the Secretary. The Administrator shall bear the cost of such surveys.

SEC. 2338. LEASE OF PROPERTY AT THE NAVAL SUPPLY CENTER, OAKLAND, CALIFORNIA

(a) **IN GENERAL.**—Subject to subsections (b) through (g), the Secretary of the Navy may lease, at fair market rental value, to the Port of Oakland, California, not more than 195 acres of real property, together with improvements thereon, at the Naval Supply Center, Oakland, California.

(b) **TERM OF LEASE.**—The lease entered into under subsection (a) may be for such term as the Secretary determines appropriate, with an initial term not to exceed 25 years and an option to extend for a term not to exceed 25 years.

(c) **REPLACEMENT AND RELOCATION PAYMENTS.**—The Secretary may, under the terms of the lease, require the Port of Oakland to pay the Secretary—

(1) a negotiated amount for the structures on the leased property that require replacement at a new location; and

(2) a negotiated amount for expenses to be incurred by the Navy with respect to vacating the leased property and relocating to other facilities.

(d) **USE OF FUNDS.**—(1) Funds received by the Secretary under subsection (c) may be used by the Secretary to pay for relocation expenses and constructing new facilities or making modifications to existing facilities which are necessary to replace facilities on the leased premises.

(2)(A) Funds received by the Secretary for the fair market rental value of the real property may be used to pay for relocation and replacement costs incurred by the Navy in excess of the amount received by the Secretary under subsection (c).

(B) Funds received by the Secretary for such fair market rental value in excess of the amount used under subparagraph (A) shall be deposited into the miscellaneous receipts of the Treasury.

(e) **AUTHORITY TO DEMOLISH AND CONSTRUCT FACILITIES.**—The Secretary may, under the terms of the lease, authorize the Port of Oakland to demolish existing facilities on the leased land and to provide for construction of new facilities on such land for the use of the Port of Oakland.

(f) **REPORT.**—The Secretary may not enter into a lease under this section until—

(1) the Secretary has transmitted to the Committee on Armed Services of the Senate and of the House of Representatives a report containing an explanation of the terms of the lease, especially with respect to the amount the Secretary is to receive under subsection (c) and the amount that is expected to be used under subsection (d)(2); and

(2) a period of 21 days has expired after the date on which such report is received by such Committees.

(g) **ADDITIONAL TERMS.**—The Secretary may require such additional terms and conditions in connection with the lease authorized by this section as the Secretary considers appropriate to protect the interests of the United States.

SEC. 2339. AUTHORITY TO RELEASE CERTAIN RIGHTS

(a) **IN GENERAL.**—Subject to subsection (b), the Secretary of the Army may release, discharge, waive, and quitclaim all right, title, and interest which the United States may have by virtue of the quitclaim deed dated November 22, 1957, in and to approximately 46.1186 acres of real property, with improvements thereon, in Tarrant County, Texas.

(b) **CONDITION.**—The Secretary may carry out subsection (a) only after obtaining satisfactory assurances that the State of Texas shall obtain, in exchange for the real property referred to in subsection (a), a tract of real property—

(1) which is at least equal in value to the real property referred to in subsection (a); and

(a) LEASE AUTHORIZED WITH UNION PACIFIC RAILROAD COMPANY.—(1) The Secretary of the Navy may lease to the Union

Pacific Railroad Company (in this subsection referred to as the "Company") not more than 15 acres of real property, together with improvements thereon, located at the Naval Supply Center, Oakland, California.

(2) The lease authorized in paragraph (1) shall—

(A) be for an initial period of not more than 25 years; (B) contain an option for the Company to extend the lease for an additional period of not more than 25 years; and

(C) contain the restriction that the Company use the leased property only for freight transportation purposes.

(3)(A) As consideration for the lease of the real property under paragraph (1), the Company—

(i) shall pay to the Navy the long-term fair market rental value of the leased property; and

(ii) may be required to furnish additional consideration as provided in subparagraph (B).

(B) The Secretary may require that the lease include a provision for the Company—

(i) to pay the Navy an amount (as determined by the Secretary) for the costs of replacing at the Naval Supply Center, Oakland, California, the facilities vacated by the Navy on the leased property or to construct the replacement facilities for the Navy; and

(ii) to pay the Navy an amount (as so determined) for the costs of relocating Navy operations from the vacated facilities to the replacement facilities.

(4)(A) Section 2667(d) of title 10, United States Code, shall apply to amounts paid under paragraph (3)(A)(i).

(B) The Secretary may use amounts received under paragraph (3)(B) to pay for constructing new facilities, or making modifications to existing facilities, that are necessary to replace facilities vacated by the Navy on the leased property and for relocating operations of the Navy from the vacated facilities to the replacement facilities.

(6) The Secretary may authorize the Company to demolish existing facilities on the leased property and, consistent with the restriction required by paragraph (2)(C), construct new facilities on the property for the use of the Company.

(b) LEASE AUTHORIZED WITH CITY OR PORT OF OAKLAND.—

(1) The Secretary of the Navy may lease to the City of Oakland, California, or the Port of Oakland, California (in this subsection referred to as the "City" and the "Port", respectively), not more than 105 acres of real property, together with improvements thereon, located at the Naval Supply Center, Oakland, California.

(2) The lease authorized under paragraph (1) shall—

(A) be for a term of not more than 50 years; and

(B) shall contain the restriction that the City or the Port (as the case may be) use the leased property in a manner consistent with Navy operations conducted at the Naval Supply Center.

(3)(A) As consideration for the lease of the real property under paragraph (1), the City or the Port (as the case may be)—

(i) shall pay to the Navy the long-term fair market rental value of the leased property; and

(ii) may be required to furnish additional consideration as provided in subparagraph (B).

(B) The Secretary may require that the lease include a provision for the City or the Port (as the case may be)—

*Amendment to read "for nominal consideration"

*Amendment to read "those portions of the Naval Supply Center, Oakland, CA, that the Secretary determines to be available for lease"

(i) to pay the Navy an amount (as determined by the Secretary) for the costs of replacing at the Naval Supply Center, Oakland, California, the facilities vacated by the Navy on the leased property or to construct the replacement facilities for the Navy; and

(ii) to pay the Navy an amount (as so determined) for the costs of relocating Navy operations from the vacated facilities to the replacement facilities.

(4) The Secretary may not enter into the lease authorized by paragraph (1) until 21 days after the date on which the Secretary submits to the Committee on Armed Services of the Senate and House of Representatives a report containing an explanation of the terms of the proposed lease and a description of the consideration that the Secretary expects to receive under the lease.

(5)(A) The Secretary may use amounts paid under paragraph (3)(A)(i) to pay for improvement, maintenance, repair, construction, or restoration activities at the Naval Supply Center, Oakland, California.

(B) The Secretary may use amounts received under paragraph (3)(B) to pay for constructing new facilities, or making modifications to existing facilities, that are necessary to replace facilities vacated by the Navy on the leased property and for relocating operations of the Navy from the vacated facilities to the replacement facilities.

(6) The Secretary may authorize the City or the Port (as the case may be) to demolish existing facilities on the leased property and, consistent with the restriction required by paragraph (2)(B), construct new facilities on the property for the use of the City or the Port.

(c) ADDITIONAL TERMS.—The Secretary may require such additional terms and conditions in connection with the leases authorized under this section as the Secretary considers appropriate to protect the interests of the United States.

(d) REPEAL OF SUPERSEDED AUTHORITY.—Section 2338 of the National Defense Authorization Act for Fiscal Years 1988 and 1989 (Public Law 100-180; 101 Stat. 1225) is repealed.

SEC. 2835. GRANT OF EASEMENT AT NAVAL AIR STATION, MIRAMAR, SAN DIEGO, CALIFORNIA

(a) AUTHORITY TO GRANT EASEMENT.—The Secretary of the Navy may grant to San Diego Gas and Electric Company (in this section referred to as "SDG&E") an easement on a parcel of real property consisting of approximately 120 acres that is located in the northeast portion of Naval Air Station, Miramar, California (in this section referred to as the "Air Station"). The purpose of the easement is to enable SDG&E to construct, operate, and maintain an electric transmission substation and associated electric transmission lines.

(b) CONSIDERATION.—(1) As consideration for the grant of an easement to SDG&E under subsection (a), SDG&E shall pay to the United States an amount that is not less than the fair market value of that easement, as determined by the Secretary.

(2) The Secretary may accept from SDG&E, in lieu of payment of up to 50 percent of the agreed consideration, the following:

(A) The establishment of an alternative source of 12 kilovolts of electric power for the Air Station.

A2-2

AMENDMENT OFFERED BY MR. DELLUMS

Strike out section 2833 (page 540, line 8, through line 2, page 541) and insert in lieu thereof the following new section:

SEC. 2833. MODIFICATION OF LEASE AUTHORITY,
NAVAL SUPPLY CENTER, OAKLAND,
CALIFORNIA.

(a) EXPANSION OF LEASE AUTHORITY.—Paragraph (1) of subsection (b) of section 2834 of the Military Construction Authorization Act of Fiscal Year 1983 (division B of Public Law 102-484; 106 Stat. 2614) is amended by striking out "not more than 195 acres of real property" and all that follows through the period and inserting in lieu thereof "those portions of the Naval Supply Center, Oakland, California, that the Secretary determines to be available for lease."

(b) CONSIDERATION.—Paragraph (2) of such subsection is amended—

(1) by striking out "and" at the end of subparagraph (A);

(2) by striking out the period at the end of subparagraph (B) and inserting in lieu thereof "and"; and

(3) by adding at the end the following new subparagraph:

"(C) be for nominal consideration."

(c) CONFORMING AMENDMENTS.—Such subsection is further amended—

(1) by striking out paragraphs (3), (4), and (5); and

(2) by redesignating paragraph (6) as paragraph (3).

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into by and between the United States of America, Department of the Navy, hereinafter referred to as "NAVY", and the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, hereinafter referred to as "PORT", sets forth the intentions and responsibilities of both parties, jointly and separately, with regard to the Navy's proposed lease and/or transfer of portions of the Fleet and Industrial Supply Center, Oakland, California, to the PORT.

RECITALS:

WHEREAS, NAVY administers Federal property known as the Fleet and Industrial Supply Center, Naval Supply Center, Oakland, California, hereinafter referred to as the "CENTER";

WHEREAS, past and pending Military Base Closure actions are projected to reduce facilities (land and improvements) requirements at the CENTER over the next several years making those facilities more readily available for lease and/or transfer;

WHEREAS, the PORT has an interest in leasing and/or acquiring fee title to portions of the CENTER to facilitate expansion of its maritime operations;

WHEREAS, the President of the United States has announced a major new program to speed economic recovery in communities impacted by military base closures which includes leasing or transferring excess Federal property at a discount when community development plans support economic viability and job creation;

WHEREAS, in line with the above said program the President has recognized the Port of Oakland and its plans for expansion as an economic generator for the San Francisco-Oakland Bay Area and has directed action to lease portions of the CENTER to the PORT on a dollar-a-year basis and to conclude negotiations on other portions on favorable terms to accommodate PORT expansion;

WHEREAS, legislation is pending before Congress to modify existing legislation which would assist lease implementation and allow the Secretary of Navy to lease to the PORT all portions of the CENTER as he determines are available for a nominal consideration;

WHEREAS, NAVY and PORT wish to take expeditious action to implement an initial lease agreement and thereafter to incrementally increase the lease area; and

WHEREAS, portions of the Center were originally acquired by Navy from the PORT subject to a reversionary provision by which the PORT will recover title to such portions of the CENTER when they are no longer required for military use;

WHEREAS, NAVY wishes to cooperate in making available and transferring title to reversionary acreage no longer required for military use to PORT at the earliest possible date;

WHEREAS, PORT is also interested in acquiring fee title to non-reversionary acreage at the CENTER, and in line with the above said Presidential program, NAVY wishes to cooperate with PORT in

making available and obtaining necessary legislative authority to implement a transfer of any such acreage not required for military use;

WHEREAS, the parties agree that this Memorandum of Understanding will supercede the Memorandum Of Understanding signed by the parties on April 21, 1988, and will clarify current intentions and responsibilities, but is not meant to exclude any additional items not covered in this agreement, or to commit the parties to any binding commitments.

NOW THEREFORE, subject to obtaining required authorizations and approvals, NAVY and PORT express their mutual understanding as follows:

A. NAVY agrees to lease approximately 80 acres at the CENTER, as shown on Exhibit "A" hereto, to the PORT on a dollar-a-year basis for a term of 50 years. Such lease shall be in the form attached hereto as Exhibit "B" which shall be executed by NAVY and PORT concurrently with their execution of this agreement.

B. NAVY and PORT agree that said lease shall be effective as of the date of execution by both parties, but the lease term shall not commence until certain provisions of the lease have been satisfied, including those relating to environmental documentation, and the PORT has accepted possession of the leased property in writing.

C. NAVY agrees to take expeditious action toward attempting to meet the PORT's Priority Schedule, attached hereto as Exhibit "C", to lease additional portions of the CENTER to PORT on an

as-available-basis. NAVY agrees to lease available portions of the CENTER in which the PORT has a reversionary interest on a dollar-a-year basis. Non-reversionary portions of the CENTER will be leased by NAVY in accordance with applicable legislative authority.

D. NAVY and PORT agree that lease of additional portions of the CENTER will be accomplished through amendment to Exhibit "B" hereto, and to the extent practicable, agree to apply the provisions of Exhibit "B" to such matters as environmental documentation, utilities, access, demolition of existing NAVY facilities, and construction of new facilities.

E. NAVY agrees to cooperate with PORT in obtaining necessary approvals and taking required procedural steps necessary to transfer title to PORT on reversionary acreage at the CENTER no longer required for military use.

F. NAVY agrees to cooperate with PORT in obtaining legislative authority and taking procedural steps required to convey title to PORT in non-reversionary acreage at the CENTER no longer required for military use.

G. The NAVY's designated representative for carrying out the provisions of this Memorandum of Understanding is the Commander, Western Division, Naval Facilities Engineering Command, San Bruno, California.

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

Date 3 Dec. 1993

UNITED STATES OF AMERICA

CITY OF OAKLAND, a
municipal corporation,
acting by and through
its Board of Port
Commissioners

By J. Roger Bailey
J. ROGER BAILEY
Captain, SC, USN
Commanding Officer
Fleet & Industrial Supply Center

By [Signature]
President

Approved as to form and legality this
15th day of December, 1993

Thomas O'Leary
Assistant Port Attorney

Resolution No. 93546

11011
24
FISCO Oakland
08 July 1994

Mr. Dennis White
Assistant Director
Commercial Real Estate Division
Port of Oakland
530 Water Street
P.O. Box 2064
Oakland, CA 94604-2064

Dear Dennis:

Enclosed are three(3) fully executed duplicate copies of License Agreement N62147494RP00P24 hereby replacing and superseding License Agreement N6247494RP00P54.

If you have any questions, please do not hesitate to call me at (415) 244-3800.

Sincerely,

Dennis P. Drennan,
Director
Real Estate Division

Enclosures

Copy to:
Commanding Officer
Fleet and Industrial Supply Center
Naval Supply Center
Oakland, CA 94625-5000

bc to: 24, 241, 2411, 2422, T4E4, 00/09, FILE



DEPARTMENT OF THE NAVY

WESTERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE
SAN BRUNO, CALIFORNIA 94066-2402

IN REPLY REFER TO

11011
2411/S94-038
FISCO Oakland
June 1, 1994

Mr. Dennis White
Assistant Director
Commercial Real Estate Division
Port of Oakland
530 Water Street
P.O. Box 2064
Oakland, CA 94604-2064

Dear Dennis:

Enclosed are three fully executed duplicate originals of License Agreement N6247494RP00P54 covering Port of Oakland interim use of Lots 245 and 246 at the Fleet & Industrial Supply Center, Oakland (FISCO).

Please have your attorney sign the "Approved as to Form" space on page 3, and return two duplicate originals to this office. Also, please insert the applicable Board Resolution number in the space provided and attach a copy of the resolution to the license.

With respect to future agreements between the Navy and Port, please have your attorney sign off prior to submitting the agreement to this office for final execution.

Also enclosed is a copy of the proposed license covering your use of the entire Parcel 1. When executed, this license would replace and supersede License Agreement N6247494RP00P54.

If you have questions, please call me at (415) 244-3815.

Sincerely,

WILLIAM R. CARSILLO
Head, Southern Section
Realty Operations Branch

Enclosures

Copy to:
Commanding Officer
Fleet and Industrial Supply Center
Naval Supply Center
Oakland, CA 94625-5000

bc to: 24 241 2411 T4E4 00/09 FILE

(w/encs)

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY
NAVFAC 11011/29 (6-75) (Supercedes NavDocks 2260)
LICENSE NUMBER

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ATTACHED. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

1. NAVAL ACTIVITY

Fleet & Industrial Supply Center,
Naval Supply Center
Oakland, CA 94625-5000

2. DATES COVERED

FROM June 1, 1994 TO May 31, 1995
~~30 April 1994~~ ~~30 April 1995~~

3. DESCRIPTION OF PROPERTY: That approximate 5.9 acre portion of the Naval Supply Center encompassing Lots 245 and 246 as delineated on the drawing, marked Exhibit "A", attached hereto and made a part hereof.

4. PURPOSE OF LICENSE: This license is issued pursuant to Article 3(c) of Lease Contract N62147494RPOOP24 between the United States of America, acting through the Department of the Navy, and the City of Oakland, acting through its Board of Port Commissioners (Licensee). In accordance with said article, Licensee shall be responsible and liable under the terms and conditions of said lease contract as to Licensee's possession and use of the licensed property: of the following Articles

Use of the licensed area shall be limited to open storage of shipment containers, vans, trucks and related transportation equipment. Licensee shall construct a Navy-approved perimeter fence as shown on Exhibit "A" on the licensed parcel to facilitate its use and to maintain security for the Naval Supply Center. Licensee's sole access to the parcel shall be from non-Navy property on the south boundary of the parcel, except that Licensee shall provide an emergency access gate on the east boundary of the parcel providing direct access from the Naval Supply Center.

5. LICENSOR

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

5a. LOCAL REPRESENTATIVE, DEPARTMENT OF NAVY OFFICIAL

COMMANDER, WESTERN DIVISION, NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE, SAN BRUNO, CA 94066-2402

6. LICENSEE

CITY OF OAKLAND, a municipal corporation,
acting by and through its
Board of Port Commissioners

6a. LOCAL REPRESENTATIVE

Mr. Dennis White, 530 Water Street,
Oakland, CA 94604-2064
Telephone: (510) 272-1221

7. CASH PAYMENT BY LICENSEE / NONE REQUIRED.

a. AMOUNT b. FREQUENCY PAYMENTS DUE c. FIRST DUE DATE d. TO

8. DEPOSIT FOR UTILITIES AND SERVICES / SEE GENERAL PROVISION 10e.

a. AMOUNT b. FREQUENCY PAYMENTS DUE c. FIRST DUE DATE d. TO

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE: / SEE SPECIAL PROVISIONS, ARTICLE 2.

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE		c. THIRD PARTY PERSONAL INJURY PER PERSON	
b. THIRD PARTY PROPERTY DAMAGE		d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	

12, 13, 14, 16 (excluding subsections e and g), 17, 18, 19, 22, 23, 24, 25 (except for the termination date), 26, 27, 28, 29, 30 and 31

10. GENERAL PROVISIONS (ATTACHED HERETO)

SEE SPECIAL PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF.

II. EXECUTION OF LICENSE

FOR

NAME AND TITLE

BY SIGNATURE

DATE

DEPARTMENT OF THE NAVY
DENNIS P. DRENNAN
Director, Real Estate Division
Real Estate Contracting Officer

[Signature]
5/23/94

LICENSEE
JOHN B. AGUILAR
Director of Commercial Real Estate

[Signature]
May 20, 1994

IF LICENSEE IS A CORPORATION, CERTIFICATION OF SIGNATURE IS ATTACHED _____

10. GENERAL PROVISIONS

(DELETED IN PART: SEE SPECIAL PROVISIONS, Article 1)

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, ~~together with the necessary rights of ingress and egress.~~

b. This License shall be effective for the period stated in item 2 and is ~~revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.~~

c. The use shall be limited to the purposes specified herein.

d. Except as provided in Special Provision No. 3 hereof, this License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. ~~At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.~~

g. Except as specifically provided herein, no additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. ~~Upon revocation or surrender of this license, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.~~

h. ~~The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:~~

~~"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."~~

~~In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is accrued under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.~~

~~i. The Licensee 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. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries 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."~~

~~j. All insurance required by this License shall be such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.~~

~~k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.~~

~~l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.~~

~~m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.~~

~~n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.~~

SPECIAL PROVISIONS

1. As stated in Item 4 above, this license is issued pursuant to Article 3(c) of Lease Contract N6247494RP00P24 between the United States of America and the Port of Oakland under which Licensee shall be responsible and liable as to Licensee's possession and use of the licensed property. Accordingly, the standard form General Provisions 10a. through 10n. are deleted in part and replaced or supplemented by the provisions of Lease Contract N6247494RP00P24. above-referenced Articles

2. Licensee's insurance requirements and liability hereunder shall be treated in accordance with Articles 12 and 13 and other applicable provisions of said Lease Contract N6247494RP00P24.

3. Notwithstanding any provision of this License to the contrary, Licensor hereby consents to use of the Licensed property by the Union Pacific Railroad Company in the capacity of a sublicensee to the Port of Oakland.

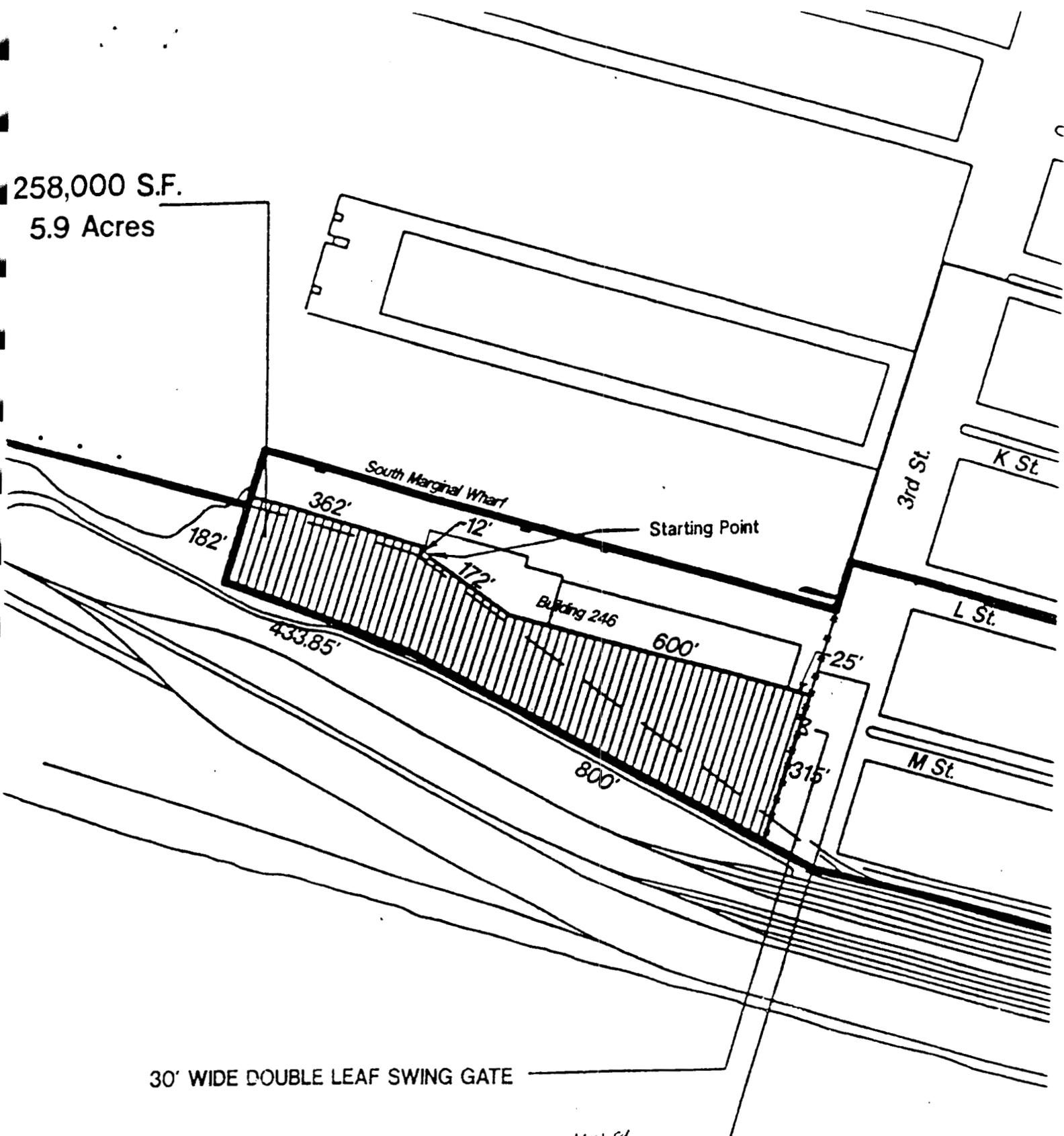
THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT OF OAKLAND ATTORNEY:

Approved as to form and legality this _____ day of _____ 1994.

Port Attorney

Port Resolution No. _____

258,000 S.F.
5.9 Acres



30' WIDE DOUBLE LEAF SWING GATE

MIN. 8'
10' HIGH SECURITY FENCE
WITH 3 STRANDS OF BARBED WIRE



125 250 500



APPROXIMATE SCALE IN FEET

Exhibit "A"

N6247494200025-

10. GENERAL PROVISIONS
(DELETED IN PART: SEE SPECIAL PROVISIONS, Article 1)

a. The Licensor hereby grants to the licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This license shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. Except as provided in Special Provision No. 3 hereof, this license shall be neither assignable nor transferable by the licensee.

e. If utilities and services are furnished the licensee for its use of the premises the licensee shall reimburse the licensor for the cost thereof as determined by the licensor in accordance with applicable statutes and regulations.

f. The licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the licensor the obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the licensee's use. Upon a determination by the licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the licensee shall pay to the licensor its proportionate share, on demand.

9. Except as specifically provided herein, no additions, alterations, or modifications to the premises or facilities shall be made without the prior consent of the licensor. Upon revocation or surrender of this license, to the extent directed by the licensor, the licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this license, reasonable wear and tear excepted.

h. The licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the licensor. The licensee's liability for loss of or damage to the premises resulting from acts expressly required to be incurred hereunder shall not exceed the amount of insurance so required. The licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the licensee. All insurance required on the premises shall be for the protection of the licensor and the licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

Where, if any, under the policy shall be adjusted with (Name of licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of licensee), and proceeds not paid to (Name of licensee) shall be payable to the Treasurer of the United States of America.

In the event that any item of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph, the licensee shall promptly give notice thereof to the licensor and, to the extent of its liability as provided in this paragraph, shall upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the licensee for such loss or damage, the licensee shall effect such repair, rebuilding, or replacement if required to do so by the licensor, and such excess of cost shall be reimbursed to the licensee by the licensor. In the event the licensee shall have effected any repair, rebuilding, or replacement which the licensee is required to effect pursuant to this paragraph, the licensee shall direct payment to the licensee of so much of the proceeds of any insurance carried by the licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the licensee to effect such repair, rebuilding, or replacement. In event the licensee shall not have been paid to the licensor, the licensee shall promptly refund to the licensor the amount of such proceeds.

~~i. The Licensee 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. Sec. 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries 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."~~

~~j. All insurance required by this License shall be such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.~~

~~k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.~~

~~l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.~~

~~m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.~~

~~n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.~~

SPECIAL PROVISIONS

1. As stated in Item 4 above, this license is issued pursuant to Article 3(c) of Lease Contract N6247494RP00P24 between the United States of America and the Port of Oakland. Accordingly, the standard form General Provisions 10a. through 10n. are deleted in part and replaced or supplemented by the above-referenced Articles of Lease Contract N6247494RP00P24.

2. Licensee's insurance requirements and liability hereunder shall be treated in accordance with Articles 12 and 13 and other applicable provisions of said Lease Contract N6247494RP00P24.

3. Notwithstanding any provision of this License to the contrary, Licensor hereby consents to use of the licensed property by the Union Pacific Railroad Company in the capacity of a sublicensee to the Port of Oakland.

4. When fully executed, this agreement will replace and supercede License Agreement N6247494RP00P54 between Licensor and Licensee.

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT OF OAKLAND ATTORNEY:

Approved as to form and legality this ____ day of _____ 1994.

Port Attorney

Port Resolution No. _____

INSTALLATION REMEDIATION SITES
NAVY/PORT OF OAKLAND LEASE PARCEL I

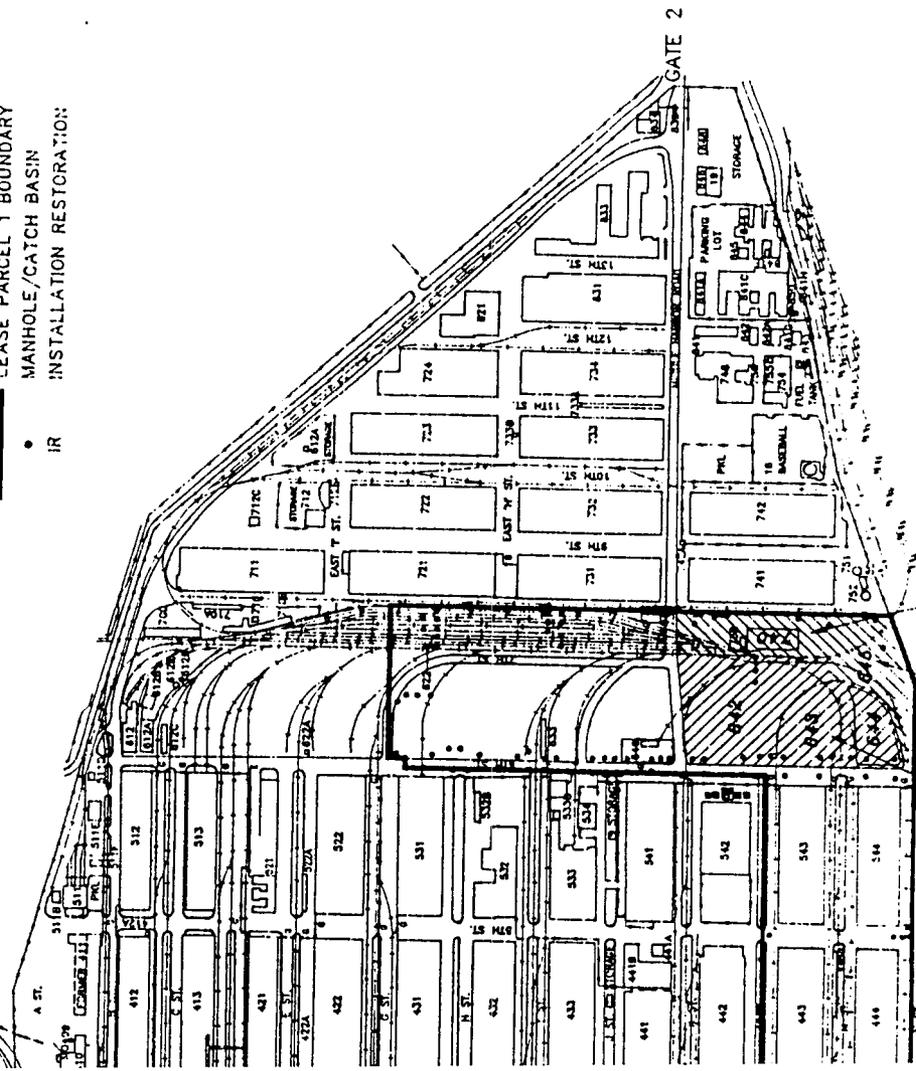
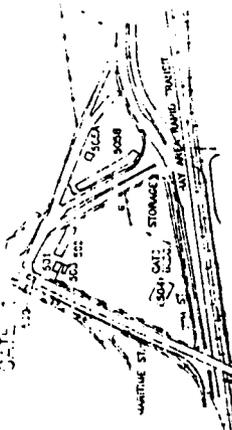
<u>IR SITE</u>	<u>DESCRIPTION</u>	<u>RESTRICTIONS</u>
02	Building 740	Future remediation is anticipated to involve excavations, earthwork, processing equipment and piping installation. The Navy will require continued access to building. Building is not available for Port access or demolition until remediation is complete.
15	Lots 642-644 Buildings 644, 647 & 648	Future remediation is anticipated to involve excavations, earthwork, processing equipment and piping installation. Port usage of the lots for open storage shall be coordinated with the Navy to prevent interference with remediation work.
21	Lot 645	Future remediation is anticipated to involve removal of several inches of contaminated sandy topsoil. Area is currently cordoned off with barricades and "Caution" tape to prevent access. Plastic tarps prevent spreading of contaminated sandy topsoil. This lot is currently not available for Port use.

Exhibit I



LEGEND

- EXPANDED SITE INVESTIGATION (ESI)
- REMEDIAL INVESTIGATION (RI) SITE
- NO ACTION SITE
- LEASE PARCEL 1 BOUNDARY
- MANHOLE/CATCH BASIN
- INSTALLATION RESTORATION
- IR



IR 15 IR 21 IR 02



FLEET INDUSTRIAL SUPPLY CENTER OAKLAND, CALIFORNIA

EXHIBIT I

IR SITES IN LEASE PARCEL 1

EMC ENVIRONMENTAL MANAGEMENT, INC.

Jure



DEPARTMENT OF THE NAVY

WESTERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE
SAN BRUNO, CALIFORNIA 94066-2402

IN REPLY REFER TO

11011
2411/S94-038
FISCO Oakland
April 29, 1994

Mr. Dennis White
Assistant Director
Commercial Real Estate Division
Port of Oakland
530 Water Street
P.O. Box 2064
Oakland, CA 94604-2064

Dear Dennis:

Enclosed are three duplicate originals of the proposed license agreement covering Port of Oakland interim use of Lots 245 and 246 at the Fleet & Industrial Supply Center, Oakland (FISCO). It is understood that the license is on the agenda for approval at the May 17, 1994 meeting of the Board of Port Commissioners.

When approval is obtained, please sign the three duplicate originals and return them to this office for final execution and processing.

If you have questions, please call me at (415) 244-3815 or Lt. Mike Blumenberg at (415) 244-3502.

Sincerely,

WILLIAM R. CARSILLO
Head, Southern Section
Realty Operations Branch

Enclosures

Copy to:
Commanding Officer
Fleet and Industrial Supply Center
Naval Supply Center
Oakland, CA 94625-5000

bc to: 24 241 2411 T4E4 00/09 FILE



DEPARTMENT OF THE NAVY

WESTERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE
SAN BRUNO, CALIFORNIA 94066-2402

IN REPLY REFER TO:

11011
2411
FISC Oakland
15 April 1994

BY FACSIMILE

From: Commander, Western Division, Naval Facilities Engineering Command (Code 24)

To: Commanding Officer, Fleet & Industrial Supply Center, Oakland, CA 94625-5000

Subj: LICENSE AGREEMENT FOR INTERIM USE OF LOTS 245 & 246 BY THE PORT OF OAKLAND

Ref: (a) CO FISCO ltr, 11000, Ser 70/259, of 18 Mar 94

Encl: (1) Draft License Agreement

1. Pursuant to reference (a), we have prepared enclosure (1) to allow the Port of Oakland interim use of Lots 245 and 246 while required actions are being taken to permit the Port full possession and use of Lease Parcel One. Please review and provide your comments on the draft license agreement. It is being reviewed concurrently by the Port.

2. The Port and this Command are working together to complete necessary environmental documentation for the proposed license by April 25.

3. Actions which should be finalized by the Port and your Command prior to execution of the license would include the following:

- (a) agreement on Port use of Navy utilities.
- (b) agreement on perimeter fencing and gates.
- (c) agreement on Navy access to the licensed area, and on Port access to the Center.
- (d) joint inspection of the licensed area.
- (e) emergency spill response plan.

4. We fully expect to be in a position to execute the license on or before April 29.

5. If you or your staff have questions with respect to the above, please call the undersigned at (415) 244-3815 (CATS 7-244-3815).

WILLIAM R. CARSILLO
By direction

bc to: 24 241 2411 09C T4E4 00/09 FILE

*For review
3/3/94
ahead
enclosures
w/o*

DEPARTMENT OF THE NAVY
LEASE OF GOVERNMENT-OWNED FACILITIES
NAVAL FLEET & INDUSTRIAL SUPPLY CENTER, OAKLAND
BETWEEN
UNITED STATES OF AMERICA
AND
PORT OF OAKLAND

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EXHIBITS

- A. DRAWING/DESCRIPTION OF LEASE AREA
- B. JOINT INSPECTION REPORT*
- C. ENVIRONMENTAL BASELINE SURVEY*
- D. AGREEMENT ON LESSEE USE OF GOVERNMENT UTILITY SYSTEMS*
- E. AGREEMENTS ON PERIMETER FENCING, GATES & RELOCATION OF STREET LIGHTING*
- F. BOUNDARY SURVEYS**
- G. AGREEMENT ON GOVERNMENT ACCESS TO PREMISES*
- H. AGREEMENT ON LESSEE ACCESS TO CENTER*

* Exhibit will be appended to lease prior to commencement of the term of the lease.

** Records of surveys will be appended to lease as such surveys are required.

DEPARTMENT OF THE NAVY
 LEASE OF GOVERNMENT-OWNED FACILITIES
 NAVAL FLEET & INDUSTRIAL SUPPLY CENTER, OAKLAND
 BETWEEN
 UNITED STATES OF AMERICA
 AND
 PORT OF OAKLAND

THIS LEASE, effective as of the 3RD day of December, 1993, between the UNITED STATES OF AMERICA, hereinafter called the "Government", acting by and through the Department of the Navy, and the CITY OF OAKLAND, a municipal corporation of the State of California, acting by and through its Board of Port Commissioners, hereinafter called the "Lessee".

ARTICLE 1. LEASED PROPERTY--Subject to the stated terms and conditions herein, the Government does hereby lease to the Lessee approximately 80 acres of land, together with the appurtenances attached thereto, hereinafter referred to as the "Premises", located at the Fleet and Industrial Supply Center, Naval Supply Center, Oakland, California, hereinafter referred to as the "Center", said Premises described and shown in Exhibit "A" hereto; but reserving to the Government exclusive right to use, operate, maintain, repair and replace utilities systems existing within the Premises as of the date of this lease except as provided in Article 9 hereof, and also reserving to the Government, roadway and rail facilities within the Premises required for access to the Center as determined in accordance with Article 14 hereof.

(a) As used throughout this lease, the term "Premises" means the land, facilities, plant, buildings, and structures located on or in the leased property including the following listed improvements: Buildings 243, 343, 344, 443, 444, 543, 544, 633, 642, 646A, 738, 740 and 740B.

(b) The utilities systems located within the Premises and reserved for use by the Government include the following listed facilities: Underground water lines and fire hydrants; 12 KV overhead electrical lines, underground electrical cable, switchgear pads, lighting facilities, and electric meters; sanitary sewer pipelines and force mains, pump station, lift station, and flow meter station; natural gas lines; telephone systems lines and equipment owned and operated by utility suppliers, and underground storm drain lines.

ARTICLE 2. AUTHORITY--The Government's authorities to enter into this lease, and to bind it to the terms and conditions thereof, are 10 U.S.C. 2667 and Section 2834(b) of the Fiscal Year 1993 Defense Authorization Act (Public Law 102-484), as amended. Lessee's authority to enter into this lease is contained in a Resolution approved on November 16, 1993, by the City of Oakland Board of Port Commissioners.

ARTICLE 3. TERM.

(a) The term of this lease shall be for a period of fifty (50) years commencing on the date the Lessee accepts possession of the Leased Property in writing, which date will be duly noted through an amendment to the lease. If the Lessee does not accept possession within one hundred eighty (180) days after the date of execution of this lease by the Government and lessee, unless the period is extended by the Government, the lease is null and void. Except that the period to accept possession will be automatically extended to allow a period of at least ninety (90) days following the date Lessee is provided written notice of vacation of the Premises by the Government.

(b) The Government estimates that it will fully vacate the Premises within one hundred and eighty (180) days from the date of execution of this lease.

(c) Lessee may take possession of the Premises on an incremental basis subject to Government approval based on a determination that such action will not interfere with Government operations at the Center. Incremental possession shall be authorized by Government on a case-by-case basis through issuance of license agreements. In any such case, Lessee shall be responsible and liable hereunder with respect to the Premises only as to those portions of the Premises over which Lessee has taken possession. Notwithstanding the foregoing, the term of this lease will not commence until Lessee has taken possession of the entire Premises.

(d) The Government hereby determines, in accordance with 10 U.S. C. 2667(b)(3), that omission of a provision to permit the Government to revoke this Lease at any time will promote the public interest.

ARTICLE 4. USE AND OPERATION--Subject to the terms and conditions of this lease, the Lessee shall have the right to use the Premises for purposes related to the maritime operations at the Port of Oakland in a manner consistent with Navy operations conducted at the Center as of the date of execution of this lease. Use of the Premises for any other purpose will be subject to the prior written approval of the Government.

ARTICLE 5. RENT--For the right to use the Premises, the amount to be paid by the Lessee to the Government shall be the sum of One and No/100 Dollars (\$1.00) per annum, receipt of which is hereby acknowledged.

ARTICLE 6. MOBILIZATION--In the event of a National Emergency mobilization or other national security contingency, the Lessee shall cooperate fully with the Government by providing priority service within the scope of Lessee's Port of Oakland maritime

operations to assist the Government in meeting its throughput requirements at the Center for the expeditious movement of military cargo. Such assistance shall not require Lessee to remove facilities installed on the Premises or to terminate approved subleases, nor shall it relieve Government from costs for movement of military cargo.

ARTICLE 7. CONDITION OF PREMISES:

(a) Lessee's acceptance of possession of the Premises or portions thereof shall signify that the Lessee knows and accepts the condition and state of repair of the Premises based on the joint inspection conducted in accordance with Article 7(b). Except as set forth in 42 U.S.C. 9620(h), it is understood and agreed that they are leased in an "as is", "where is" condition without any representation or warranty by the Government concerning their condition and without obligation on the part of the Government to make any alterations, repairs, or additions; the Government shall not be liable for any latent or patent defects in the Premises; the Lessee acknowledges that the Government has made no representation or warranty concerning the condition and state of repair of the Premises nor any agreement or promise to alter, improve, adapt, or repair them which has not been fully set forth in this lease or the Environmental Baseline Survey report conducted in accordance with Article 7(c).

(b) Prior to commencement of the term of this lease, a joint inspection shall be conducted by representatives of Lessee and Government of the Premises, and a report shall be made of the condition of said Premises. The Joint Inspection Report shall be attached to this lease as Exhibit "B" prior to commencement of the term of this lease.

(c) An Environmental Baseline Survey report will be attached as Exhibit "C" to this lease prior to commencement of the term of this lease. The report will set forth the existing environmental conditions of the Premises as determined in a survey completed prior to commencement of the term of this lease. Government shall be responsible for preparation of the survey. The Lessee agrees to assist and coordinate in said preparation.

ARTICLE 8. ASSIGNMENT OR SUBLETTING

(a) The Lessee shall not transfer or assign this lease or any interest therein, nor sublet the Premises or otherwise make available to any third party or parties any portion of the Premises, without the prior written consent of the Government. Such consent shall not be unreasonably withheld or delayed. Every sublease shall contain the Environmental Protection provisions herein.

(b) If an assignment is made by Lessee, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the Lessee under this lease, but no assignment shall relieve the Lessee of any of its obligations hereunder.

(c) The Government agrees to cooperate with Lessee in reviewing proposed subleases submitted by Lessee for approval. Consent or rejection or any required changes by the Government shall be provided within fifteen (15) working days after receipt of the proposed agreement, and disapproval of a sublease by the Government shall be based upon written specification of the reasons and facts supporting the disapproval. If Government does not provide written notice of consent, rejection or required changes within fifteen (15) working days after receipt of the proposed sublease, Government shall be deemed conclusively to have consented to the sublease.

(d) Consent to any sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under the lease. The Lessee will be responsible for terminating sub-leases in the event the sub-lessee is in non-compliance with basic lease terms or sub-lease terms.

ARTICLE 9. UTILITIES.

(a) Portions of the Government's utilities systems serving the Center are located within the Premises, and reserved for use by the Government hereunder, and Lessee agrees to allow the Government or its utility suppliers reasonable access to the Premises for the purposes of such operation, maintenance, repair and replacement of these utilities systems as shall not unreasonably interfere with the use of the Premises by Lessee or its approved sublessees or assignees.

(b) New utility lines which may in the future be required to serve the Center may cross through the Premises. Likewise, new utility lines required to serve the Premises may cross through the Center. In exercising these rights, Government and Lessee agree they will not unreasonably interfere with each other's operations. The Government reserves the right to grant easements or other appropriate interests in the Premises to utilities suppliers to facilitate utility service to the Center, and will act on behalf of the Lessee to provide such rights over the Center or Premises to facilitate utility service to Lessee.

(c) Lessee agrees it will install, solely at its own cost, electrical, water and sewer systems to serve the Premises. Initially, however, Lessee shall be allowed to purchase utilities from the Government for itself or its approved sublessees or assignees, in which case, Government shall allow, but also may require, Lessee to install submeters. Prior to commencement of the term of this lease, Government and Lessee will agree upon the terms and conditions of Lessee's use of Government's utility systems which agreement will be appended as Exhibit "D" to this

lease before commencement of the term of the lease. Conditions of use will include the following:

(1) Sewage discharge by Lessee into the Government's sewer system must meet East Bay Municipal Utilities District (EBMUD) waste water discharge permit requirements.

(2) Lessee agrees to negotiate to participate in any storm water quality management program required by any local, State or Federal regulations.

(d) Lessee may at its own cost replace, remove or relocate utility systems on the Premises in order to use the Premises, so long as there is no unreasonable interference with Government's use of the utility system's and Government has approved the replacement, removal or relocation in advance. Government approval shall not be unreasonably denied or delayed.

ARTICLE 10. DEMOLITION AND REMOVAL OF GOVERNMENT-OWNED FACILITIES

(a) In addition to roadways, rail facilities, and utilities that Lessee may remove under the provisions of this lease and subject to Government's and Lessee's compliance with all applicable laws including the National Environmental Protection Act (NEPA) and the National Historic Preservation Act (NHPA), Lessee shall have the right to demolish and remove at no cost to the Government the following listed facilities on the Premises in accordance with plans and specifications previously reviewed and approved by the Government: Building Nos. 243, 343, 344, 443, 444, 543, 544, 633, 642, 646A, 738, 740 and 740B. Costs of complying with NHPA requirements shall be the responsibility of Lessee. The Government shall cooperate fully with Lessee's efforts to comply with the NHPA requirements.

(b) Lessee shall not be allowed to demolish and remove any other Government-owned facilities on the Premises or Center without prior written approval from the Government.

(c) In any proposed demolition project, the Lessee is required to provide for completion of demolition and removal of all debris from the Premises within a reasonable time after commencement of the project, and to assure that affected portions of the Premises and Center are maintained and left in a safe condition during and after demolition, including providing for the protection, capping and/or cutting of utilities facilities. Government approval of a demolition project may include a requirement for Lessee or Lessee's contractor to provide the Government with a performance and payment bond satisfactory to it in all respects if deemed necessary to protect the interests of the Government. Government agrees to cooperate with Lessee in facilitating proposed demolition projects.

ARTICLE 11. CONSTRUCTION AND MODIFICATION OF PREMISES

(a) The Lessee shall not construct or make or permit its sublessees or assigns to construct or make any substantial alterations, additions, or improvements to or installations upon or otherwise modify or alter the Premises in any substantial way without the prior written consent of the Government subject to Government's and Lessee's compliance with all applicable law including the National Environmental Protection Act and the National Historic Preservation Act. Such consent may not be unreasonably withheld, but may include a requirement for Lessee or Lessee's contractor to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations annexed to the Premises shall, upon expiration or termination of this lease, become Government property.

(b) Subject to Government approval of plans and specifications submitted by Lessee, the following types of improvements may be constructed on the Premises: Intermodal rail facilities, and other facilities related to maritime operations at the Port of Oakland.

(c) The Government shall not be responsible for delays, damages, or claims arising from any demolition, construction, alterations, or modifications, on or to the Premises regardless of the cause of such delays, damages, or claims. The Lessee agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents, and employees, from and against all suits, claims, demands, or actions, liabilities, judgements, costs, and attorneys' fees arising out of, or in any manner, predicated upon any demolition, construction, alterations, or modifications of the Premises; provided, however, that this Article shall not be deemed or construed to and shall not indemnify and save harmless the Government or any of its officers, agents or employees, from any claim, loss, damage, liability or expense, of any nature whatsoever, arising from or in any way related to or connected with any willful or intentional act or omission by the Government, or any of its officers, agents or employees or to any act or omission in regard to which such parties are solely negligent.

(d) The Lessee acknowledges further that no representations concerning the condition or state of repair of any item of the Premises, or part thereof, have been made by the Government prior to or at the time of the execution of this lease which are not set forth herein, and further that this lease contains all the agreements made between the parties hereto.

(e) Prior to commencement of the term of this lease, Lessee and Government will identify and reach agreement on requirements for perimeter fencing and gates to enclose the Premises, and on

requirements, if any, for relocation of existing street lighting and any such agreement will be appended as Exhibit "E" to this lease. Any such requirements will be accomplished by Lessee at its own cost and expense. Lessee shall be responsible for conducting surveys as may be required to identify the boundaries of the Premises. Any such surveys shall be appended as Exhibit "F" to the lease.

ARTICLE 12. GOVERNMENT NON-LIABILITY AND INDEMNIFICATION BY LESSEE

(a) To the fullest extent allowed by law, the Lessee covenants and agrees that the Government shall not at any time or to any extent whatsoever be liable, responsible or in anyway accountable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person who may at any time be using, occupying or visiting the Premises or be in, or about the Premises, whether such loss, injury, death or damage shall be caused by or otherwise result from or arise out of any act or omission of any occupant, tenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind or as of a different kind from the matters or things above set forth, and the Lessee shall forever indemnify, defend, hold and save the Government free and harmless of, from and against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. The Lessee's indemnity and waiver pursuant to this Article shall also extend to and include the Government and its officers, agents and employees; provided, however, that this Article shall not be deemed or construed to and shall not require Lessee to indemnify and save harmless the Government or any of its officers, agents or employees, from any claim, loss, damage, liability or expense, of any nature whatsoever, arising from or in any way related to or connected with any willful or intentional act or omission by the Government or to any act or omission in regard to which such parties are solely negligent.

(b) In the event that the Lessee subleases any or all of the Premises, the Lessee covenants to indemnify, defend, hold and save the Government and its officers, agents and employees free and harmless of, from and against any and all challenges, claims and lawsuits arising from such subleasing: provided, however, that this Article shall not be deemed or construed to and shall not indemnify and save harmless the Government or any of its officers, agents or employees, from any claim, loss, damage, liability or expense, of any nature whatsoever, arising from or in any way related to or connected with any willful or intentional act or omission by the Government, or any of its officers, agents or employees or to any act or omission in regard to which such parties are solely negligent. The indemnification granted by this subsection (b) shall continue notwithstanding the termination of this lease, but only as to events which have occurred prior to such termination.

ARTICLE 13. INSURANCE

(a) Lessee's Insurance. During the entire period this lease shall be in effect, the Lessee at its expense will carry and maintain:

(1) All-risks property and casualty insurance in an amount at all times equal to at least 100 percent of the full replacement value of the improvements and personal property on or near the Premises, excepting those portions of the Premises which continue to be occupied and/or utilized by the Government;

(2) Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this lease, with respect to the Premises and improvements thereon, excepting those portions of the Premises occupied and/or utilized by the Government, to afford protection with limits of liability in amounts approved from time to time by the Government, but not less than Five Million Dollars (\$5,000,000) in the event of bodily injury and death to any number of persons in any one accident, and not less than Five Million Dollars (\$5,000,000) for property damage including, if available, coverage for damages due to hazardous substance contamination;

(3) If and to the extent required by law, workmen's compensation or similar insurance in form and amounts required by law.

(b) Lessee's Contractor's Insurance. During the entire period this lease shall be in effect, the Lessee shall either carry and maintain the insurance required below at its expense or require any contractor performing work on the Premises to carry and maintain at no expense to the Government:

(1) Comprehensive general liability insurance, including, but not limited to, contractor's liability coverage and contractual liability coverage, of not less than an amount between One Million Dollars (\$1,000,000) and Five Million Dollars (\$5,000,000), as determined by Lessee based on an evaluation of the risks involved in the contract awarded, with respect to personal injury or death, and for property damage including, if available, coverage for damages due to hazardous substance contamination;

(2) Workmen's compensation or similar insurance in form and amounts required by law.

(c) Policy Provisions. All insurance which this lease requires the Lessee to carry and maintain or cause to be carried or maintained pursuant to this Article shall be in such form, or such amounts, for such periods of time, and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and all-risks property insurance will name the Government as an additional insured, provide that any losses

shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the Government or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Government of written notice thereof, provide that the insurer shall have no right of subrogation against the Government, and be reasonably satisfactory to the Government in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action which the Lessee may have against the Government.

(d) Delivery of Policies. The Lessee shall deliver or cause to be delivered promptly to the Government certificate of insurance evidencing the insurance required by this lease and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

(e) Lessee may self-insure all or portions of the coverage Lessee is required to carry hereunder except to the extent such self-insurance may be inconsistent with applicable law. Notwithstanding the foregoing, Lessee shall be liable for costs arising from all claims brought under this provision, even in the event, insurance coverage is not available to Lessee or Lessee fails, for any reason, to obtain coverage as required hereunder.

ARTICLE 14. GOVERNMENT ACCESS TO PREMISES--The Government shall have access to the Premises at all reasonable times for the purposes specified hereunder (See Articles 1 and 9). Prior to commencement of the term of this lease, Government and Lessee shall identify and agree on which facilities on the Premises, if any, are required by Government to provide continued access to the Center, and shall attach any such agreement as Exhibit "G" to this lease. Any such facilities, including roads, rails and gates will be designated as common use facilities, and Lessee may remove, replace, modify and/or relocate any such facilities so long as Government's continued access to Center is not impaired and so long as Government has approved any such action in advance. The Government shall not unreasonably deny or delay any approval under this Article. Subject to reasonable prior written notice to Lessee, Government shall have access to the Premises for any other purpose not inconsistent with the quiet use and enjoyment thereof by the Lessee.

ARTICLE 15. LESSEE ACCESS TO CENTER-- Prior to commencement of the term of this lease, Government and Lessee will identify and agree on which facilities at the Center are required for use by Lessee to provide access to the Premises and shall attach a copy of any such agreement as an Exhibit "H" to this lease. Any such facilities, including roads, rails and gates, will be designated as common use facilities. Any modification of such facilities required to accommodate both Lessee and present Government activities will be accomplished in accordance with plans approved

by Government at sole cost and expense of Lessee, and Lessee may be required to share in the cost of on-going maintenance and repair of said facilities.

ARTICLE 16. PROTECTION OF THE ENVIRONMENT

(a) In the use and operation of the Premises, Lessee shall comply with all applicable Federal, State, and local laws and regulations in effect on the date of execution of this lease and that may hereafter be enacted or issued relating to protection of the environment, and shall indemnify and save harmless the United States Government, its officers, agents, servants, or employees of and from all liability from any action or actions in law or equity relating to protection of the environment, including damages for injury to, destruction of, or loss of natural resources, and including but not limited to liability for oil spillage, that might arise from the operation and use of the Premises; provided however, that the Lessee shall not indemnify and save harmless the United States Government, its officers, agents, servants, or employees for any negligent acts committed by the United States Government.

(b) Lessee or its sublessees shall at its own expense be responsible for obtaining all permits required in connection with the use and operation of the Premises.

(c) Lessee will be responsible for preparation of all appropriate environmental planning documents required of the Lessee under the California Environmental Quality Act (CEQA) for any discretionary action by either party hereunder including demolition, construction or other modification to the Premises. The Government will be responsible for preparation of any appropriate written environmental planning documents required of the Government by the National Environmental Policy Act (NEPA) for any discretionary action by either party hereunder. The Lessee and the Government agree, however, to cooperate with one another in fulfilling their respective obligations to provide meaningful environmental review. Specifically, each of Lessee and the Government will provide the other with environmental planning documents prepared under CEQA and NEPA, including environmental impact reports and environmental impact statements, for the purpose of facilitating the Government's compliance with its obligations under NEPA. Compliance with NEPA and CEQA by Government and Lessee is a condition precedent to commencement of the term of the lease.

(d) Any hazardous waste permit obtained by Lessee or its sublessees under Resource Conservation and Recovery Act, or its California equivalent, shall be limited to generation and transportation. The Lessee shall not, under any circumstances, allow any hazardous waste to remain on or about the Premises for any period in excess of ninety (90) days. Any violation of this requirement shall be deemed a material breach of this lease. Government storage facilities will not be available to the Lessee. The Lessee must provide at its own expense such storage

facilities complying with all laws and regulations it needs for temporary (less than ninety (90) days) storage.

(e) The Lessee shall have a completed and Government-approved plan for responding to hazardous waste, fuel, and other chemical spills prior to commencement of operations on the Premises. Such plan shall be independent of the Center and shall not rely on use of Center personnel or equipment. Should Government provide any personnel or equipment, Lessee agrees to reimburse Government for its costs.

(f) The Government's rights under this lease specifically include the right for Government officials to inspect the Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Government will cooperate with Lessee in providing copies of inspection results if available. The Government normally will give the Lessee or sublessee twenty-four (24) hour prior notice of its intention to enter the Premises unless it determines the entry is required for safety, environmental, operations or security purposes. The Lessee shall have no claim on account of any entries against the Government or any officer, agent, employee or contractor thereof.

(g) As part of the Environmental Baseline Survey conducted in accordance with Article 7(c) hereof, to the extent such information is reasonably available or ascertainable from agency files, personnel, and other inquiry, the Government shall provide Lessee a description of the type, location, and condition of asbestos incorporated in the construction, repair, or alteration of any building or improvement on the Premises along with a description of any asbestos control measures taken for the property. Lessee agrees to take possession of buildings and structures on the Premises in an "as is", "where is" condition without any obligation on the part of the Government to abate asbestos containing material in or on the Premises. In the use and operation of the Premises, or in any subsequent demolition and removal of Government-owned facilities or construction and modification of Premises, Lessee shall be responsible for compliance with all laws and regulations relating to asbestos, including all requirements for inspection, notification, workplace regulations and construction standards, occupational safety and health regulations, asbestos emission control, and waste disposal.

(h) Lessee shall be afforded every opportunity to conduct its own investigation of any site so long as it does not interfere with the Government's investigations and is done in accordance with applicable laws and regulations. Lessee shall coordinate such inspections with the Government and its contractors and shall advise the Government of the results.

(i) In accordance with the FFSRA, the Government shall comply with all applicable public disclosure laws pertaining to environmental clean-up of the Premises.

(j) Lessee and sublessees shall provide Government with all submissions, applications, reports, or any other documentation submitted to the environmental regulatory authorities regarding hazardous substances, hazardous waste, permits, notices, orders, or any other activities pertaining to environmental issues.

(k) Lessee and sublessees shall notify Government in writing of any violations of environmental health and safety laws and regulations.

ARTICLE 17. DISCLOSURE STATEMENT. The Government has entered into a Federal Facility Site Remediation Agreement (FFSRA) with the State of California that prescribes enforceable obligations, priorities, and schedules for the environmental investigation and remedial cleanup of the Center. The Lessee acknowledges that Government has provided it with a copy of said FFSRA, and Government shall provide Lessee with a copy of any amendments thereto. The obligations of the Government prescribed in the FFSRA, or any amendment thereto, shall limit the grant of a leasehold interest to the Lessee as set forth in this lease and all provisions of this lease shall be interpreted to be subject to and qualified by the Government's FFSRA obligations.

ARTICLE 18. ENVIRONMENTAL LIABILITY.

(a) In accordance with the Defense Environmental Restoration Program, 10 U.S.C. 2701 et seq.; and the Federal Facility Site Remediation Agreement (FFSRA) executed on September 29, 1992, between the Department of the Navy and the State of California Environmental Protection Agency, and any amendments thereto, the Government retains complete responsibility for compliance with all terms and provisions of the FFSRA and all other environmental restoration or remediation requirements and regulations arising out of or related to the activities of the Government or its contractors or subcontractors at the Center.

(b) It is explicitly understood that Lessee is not a party to the FFSRA and is not responsible for the obligations of that Agreement. The Lessee shall assume no liability for any activities arising out of or related to environmental restoration or remediation at the Center unless such activities are attributable to the Lessee, its contractors, subcontractors, or tenants. While the Government shall retain complete responsibility for accomplishing the obligations of the FFSRA, the Lessee, its contractors, tenants and successors in interest shall retain full responsibility for the restoration or remediation of any release of hazardous substance, pollutant or contaminant, including petroleum products, including any liability resulting therefrom, which results from or was caused by the Lessee, its contractors, tenants, occupants, or successors in interest, regardless of whether the release occurred before or

after the effective date of the lease or other transfer of property interest in the Center.

(c) Subsequent to commencement of the lease or effective date of any other transfer, the Government or the State of California shall at all times have unobstructed access to known or suspected areas of contamination or other property areas on the Premises upon which any containment system, treatment system, monitoring system, or other response action is installed or implemented, or to be installed or implemented, for the purpose of fulfilling the requirements of the FFSRA.

(d) Neither the Lessee nor its contractors, subcontractors or tenants shall engage in any activity or construct any obstacle on the Premises that hinders, impedes, or otherwise obstructs the Government in performing its responsibilities of environmental remediation or restoration taken pursuant to the FFSRA, including but not limited to studies, inspections, response actions, or maintenance and monitoring activities. The Lessee shall give notice to the Government and receive Government approval prior to any construction on or adjacent to areas of known or suspected contamination, provided, however, that the Government's approval shall not unreasonably be delayed or denied.

(e) The Lessee shall be responsible for any damage to Government environmental restoration activities caused by Lessee's fault, negligence or failure to comply with the Environmental Protection Provisions set forth in this lease, applicable Federal, State, and local laws and regulations in effect on the date of execution of the lease and that may hereafter be enacted or issued relating to protection of the environment.

ARTICLE 19. COMPLIANCE WITH APPLICABLE LAWS

(a) The Lessee, its sublessees, and assigns will at all times during the existence of this lease promptly observe and comply, at their sole cost and expense, with the provisions of all applicable Federal, State, and local laws, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality and pollution control and abatement. Subject, however, to Government's responsibility for contamination on the Premises resulting from Government activities prior to or following execution of this Lease.

(b) The Lessee, its sublessees, and assigns shall comply with all applicable laws, ordinances, and regulations of the State of California, the City of Oakland and County of Alameda, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

(c) Responsibility for compliance as specified in this Article rests exclusively with the Lessee. The Government assumes no enforcement or supervisory responsibility except with

respect to matters committed to its jurisdiction and authority. The Lessee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to matters for which Lessee is responsible hereunder.

ARTICLE 20. EXISTING EASEMENTS AND RIGHTS-OF-WAY.

(a) This lease is subject to all outstanding easements and rights-of-way for any purpose with respect to the Premises. The holders of such easements and rights-of-way ("outgrants") shall have reasonable rights of ingress and egress over the Premises in order to carry out the purpose of the outgrant. These rights may also be exercised by workers engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located on the outgrants and by any Federal, State, or local official engaged in the official inspection thereof. Easements and rights-of-way of public record existing within the

Premises as of the date of execution of this lease are listed as follows: NONE.

(b) Government shall cooperate with Lessee in making records available showing the location of any non-recorded rights-of-way on the Premises which become known to the Government.

(c) Except as provided in Article 9 hereof, the Government shall grant no easements or rights of way in, on or over the Premises that may unreasonably interfere with Lessee's use of Premises.

ARTICLE 21. RETROCESSION. Government and Lessee recognize that Government holds exclusive legislative jurisdiction or partial legislative jurisdiction over portions of the Premises, and Lessee agrees to cooperate with Government in proceedings before the State of California Lands Commission to effect retrocession of jurisdiction over such portions of the Premises.

ARTICLE 22. SECURITY AND FIRE SERVICES. The Government shall not be responsible for providing security, police or fire services to the Premises during the term of this lease.

ARTICLE 23. TERMINATION BY GOVERNMENT

(a) In the event that the Government shall elect to terminate this lease on account of the breach by Lessee of any of the terms and conditions hereof, the Government shall provide Lessee with written notice of its intent to terminate, which notice will allow Lessee a minimum of thirty (30) days from the date said notice is mailed to commence action to cure said breach, which action to cure shall be completed within a reasonable period of time.

(b) In the event of termination of this Lease, Government shall be entitled to recover and Lessee shall pay to the Government:

(1) The costs incurred in resuming possession of the Leased Property.

(2) The costs incurred in performing any obligation on the part of Lessee to be performed hereunder.

ARTICLE 24. TERMINATION BY LESSEE--Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the Government subject to the provisions of Article 21 and other applicable provisions of this Lease.

ARTICLE 25. SURRENDER OF PREMISES--On or before the date of expiration of this lease, or its earlier termination hereunder, the Lessee shall vacate and surrender the Premises to the Government. The Lessee shall remove its property from the Premises and render the Premises in a safe and sanitary condition. If the Lessee shall fail or neglect to remove its property, then, at the option of the Government, the property shall either become the property of the Government without compensation therefor, or the Government may cause it to be removed at the expense of the Lessee. If the Lessee fails to return the Premises in a safe and sanitary condition; then the Government may restore the Premises to such condition at the expense of the Lessee. No claim for damages against the Government or its officers or agents shall be created by or made on account of such removal and restoration work.

ARTICLE 26. DISPUTES

(a) This lease is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (hereinafter referred to in this article as "the Act").

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

(c) "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d) (2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it

is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Lessee shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Contracting Officer. "Contracting Officer", as used in this article, is the Real Estate Contracting Officer executing this contract on behalf of the Government as identified in Article 25 (a) hereof, and his successors. Claims, notices and other written communications submitted to the Contracting Officer hereunder shall be served on the Contracting Officer at the address shown in Article 26 hereof.

(2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that:

- a. The claim is made in good faith;
- b. Supporting data is accurate and complete to the best of the Lessee's knowledge and belief; and
- c. The amount requested accurately reflects the contract adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certification shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

- a. A senior company official in charge at the Lessee's plant or location involved; or
- b. An officer or general partner of the Lessee having overall responsibility for the conduct of the Lessee's affairs.

(e) For Lessee claims of up to \$50,000, the Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (i) the date the Contracting Officer receives the claim (properly certified if required), or (ii) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate

applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Lessee shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(i) Notwithstanding any dispute between the Lessee and the Government, the Government shall proceed diligently with performance of its obligations under this contract.

ARTICLE 27. CONVICT LABOR--In connection with the performance of work under this contract, the Lessee agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 98-176, September 10, 1965 [18 U.S.S. 4082(c)(2)] and Executive Order 11755, December 29, 1973.

ARTICLE 28. CONSTRUCTION WORK ON GOVERNMENT-OWNED FACILITIES--Where applicable, the Lessee shall comply with the following listed Federal Acquisition Regulations clauses in the event of construction, alteration, or repair (including painting and decorating) of public buildings:

(a) "Davis-Bacon Act (40 U.S.C. 276a to a7)." 7-602.23(a)(i)(1977 Dec.);

(b) "Contract Work Hours and Safety Standards Act - Overtime Compensation (40 U.S.C. 327-333)." 7-602.23(a)(ii)(1977 Dec.);

(c) "Apprentices and Trainees," 7-602.23(a)(iii)(1977 Dec.);

(d) "Payrolls and Basic Records," 7-602.23(a)(iv)(1977 Dec.);

(e) "Compliance With Copeland Regulation," 7-602.23(a)(v)(1964 Jun.);

(f) "Withholding of Funds," 7-602.23(a)(vi)(1977 Dec.);

(g) "Subcontracts," 7-602.23(a)(vii)(1972 Apr.);

(h) "Contract Termination-Debarment," 7-602.23(a)(viii)(1977 Dec.); and

(i) "Disputes Concerning Labor Standards," 7-602.23(a)(ix)(1977 Dec.).

ARTICLE 29. GENERAL PROVISIONS

(a) Covenant Against Contingent Fees. The Lessee warrants that no person or agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies

maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or in its discretion to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

(b) Officials Not To Benefit. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

(c) Nondiscrimination. The Lessee shall use the Premises in a nondiscriminatory manner to the end that no person shall, on the ground of race, color, religion, sex, age, handicap, or national origin, be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

(d) No Joint Venture. Nothing contained in this lease will make, or will be construed to make, the parties hereto partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Lessee is that of landlord and tenant. Neither will anything in this lease render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

(e) Records and Books of Account. The Lessee agrees that the Comptroller General of the United States or the Inspector General of the United States Navy or any of their duly authorized representatives shall, until the expiration of three (3) years after the expiration or earlier termination of this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessee involving transactions related to this lease. The Lessee further agrees that any sublease of the Premises (or any part thereof) will contain a provision to the effect that the Comptroller General of the United States or the Inspector General of the United States Navy or any of their duly authorized representatives shall, until three (3) years after the expiration or earlier termination of this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the sublessee involving transactions related to the sublease.

(f) Failure of Government To Insist On Compliance. The failure of the United States to insist in any one or more instances, upon strict performance of any for the terms, covenants, or conditions of this lease shall not be construed as a waiver or a relinquishment of the Government's rights to the future performance of any such terms, covenants, or conditions, but the obligations of the Lessee with respect to such future performance shall continue in full force and effect.

(g) Liens: Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind, except one in favor of the Government, which at any time may arise or exist with respect to the Premises or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by Lessee, the Government may discharge, or cause to be discharged, the same at the expense of Lessee.

(h) State and Local Taxes: In the event that as a result of any future Act of Congress, subjecting Government-owned property to taxation, any taxes, assessments or similar charges are imposed by State or local authorities upon the Premises, Lessee shall pay the same when due and payable.

(i) Entire Agreement. It is expressly agreed that this written instrument embodies the entire agreement between the parties regarding the use of the Premises by the Lessee, and there are no understandings or agreements, verbal or otherwise, between the parties except as expressly set forth herein. This instrument may only be modified or amended by mutual agreement of the parties in writing and signed by each of the parties hereto.

ARTICLE 30. GOVERNMENT REPRESENTATIVES AND THEIR SUCCESSORS

(a) The Director, Real Estate Division, Western Division, Naval Facilities Engineering Command, as a warranted Real Estate Contracting Officer, is duly authorized to execute and administer this lease by authority, as redelegated by the Secretary of the Navy and the Commander, Naval Facilities Engineering Command, contained in the statutes listed in Article 2 hereof.

(b) Said Director, Real Estate Division, his duly appointed successors and authorized representatives shall, under the direction of the Commander, Naval Facilities Engineering Command, have complete charge of the administration of this lease, and shall exercise full supervision and general direction thereof insofar as the interests of the Government are concerned.

ARTICLE 31. NOTICES

(a) No notice, order, direction, determination, requirement, consent, or approval under this lease shall be of any effect unless it is in writing.

(b) All notices to be given pursuant to this lease shall be addressed, if to the Lessee, to:

Director, Commercial Real Estate Division
Port of Oakland
530 Water Street
P.O. Box 2064
Oakland, CA 94604-2064

or if to the Government, to:

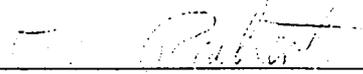
Director
Real Estate Division (Code 24)
Western Division
Naval Facilities Engineering Command
900 Commodore Drive
San Bruno, CA 94066-2402

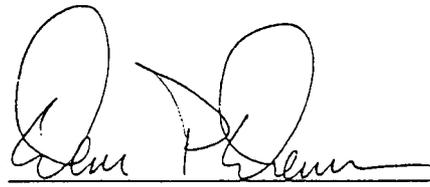
or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and sent certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the date first above written.

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners

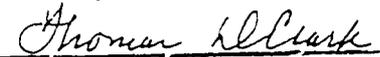
UNITED STATES OF AMERICA

By: 
CHARLES R. ROBERTS
Executive Director

By: 
DENNIS P. DRENNAN
Real Estate Contracting Officer

Approved as to form and legal

15th day of December 93


Assistant Port Attorney

Resolution No. 93546

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING PORTIONS OF THE LAND DESCRIBED IN THE DEED FROM THE CITY OF OAKLAND TO THE U.S.A., RECORDED MAY 17, 1940, BOOK 3869, OFFICIAL RECORDS, AT PAGE 386, AND THE LAND DESCRIBED IN FEDERAL STIPULATION NO. #C-83-4605 UPV (83-184969), ALAMEDA COUNTY RECORDS, AND THE LAND DESCRIBED THE FINAL ORDER IN CONDEMNATION CASE NO. 22298-R, FILED APRIL 12, 1943 IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA SOUTHERN DIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE AGREED LOW TIDE LINE OF 1852 WITH THE SOUTHERLY LINE OF 7TH STREET, AS DESCRIBED IN CITY OF OAKLAND ORDINANCE 3197 C.M.S.; THENCE SOUTHERLY, ALONG SAID AGREED LOW TIDE LINE, S16°40'16" W, 1565.59 FEET; THENCE EASTERLY CONTINUING ALONG SAID AGREED LOW TIDE LINE OF 1852, S73°39'44" E, 799.94 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID AGREED LOW TIDE LINE OF 1852, S16°40'16" W, 616.34 FEET TO INTERSECT A LINE WHICH IS PARALLEL WITH AND 42.00 FEET NORTHERLY OF THE NORTHERLY FACE OF FOUNDATION WALL OF NAVY BUILDING NO. 531, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID AGREED LOW TIDE LINE OF 1852, S16°40'16" W, 2094.75 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED THE FINAL ORDER IN CONDEMNATION CASE NO. 22298-R, FILED APRIL 12, 1943 IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA SOUTHERN DIVISION; THENCE, ALONG SAID SOUTHERLY LINE, S86°06'16"W 301.63, FEET TO AN ANGLE POINT THERON; THENCE ALONG LAST SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN SAID DEED TO THE USA, BOOK 3869, O.R. PAGE 386, ALAMEDA COUNTY RECORDS AND THE WESTERLY PROLONGATION THEREOF N73°39'44"W, 2500.72 FEET TO AN ANGLE POINT ON THE SOUTHERLY LINE OF PARCEL 3 AS DESCRIBED IN FEDERAL STIPULATION #C-83-4605 UPV (83-184969); THENCE CONTINUING ALONG THE EXTERIOR BOUNDARIES OF SAID PARCEL 3, N61°34'20"W 283.71 FEET, N60°39'18"W 617.16 FEET, N68°30'48"W, 433.85 FEET AND N16°19'35"E, 162.65 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE N73°40'25"W, 0.65 FEET TO INTERSECT A LINE WHICH IS THE SOUTHERLY EXTENSION OF THE WESTERLY END OF THE SOUTH MARGINAL WHARF; THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY END OF SAID WHARF, N16°16'32" E, 111.61 FEET TO THE NORTHERLY FACE OF SAID SOUTH MARGINAL WHARF; THENCE ALONG SAID NORTHERLY FACE OF WHARF AND THE EASTERLY EXTENSION THEREOF, S73°37'16" E, 1329.86 FEET TO A POINT IN 3RD STREET, 20 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF THE WESTERLY FACE OF THE CONCRETE FOUNDATION WALL OF NAVY BUILDING NO. 343; THENCE NORTHERLY AND PARALLEL TO AND 20 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID WESTERLY FACE OF THE FOUNDATION WALL OF NAVY BUILDING NO. 343, N16°20'16" E, 99.08 FEET TO INTERSECT THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF AN EXISTING SUBSTATION, LOCATED BETWEEN NAVY BUILDING NOS. 343 AND 342; THENCE ALONG SAID SOUTHERLY LINE, INCLUDING SAID WESTERLY EXTENSION THEREOF AND THE EASTERLY EXTENSION THEREOF, S72°35'39" E, 44.51 FEET; THENCE N17°26'06"E, 7.70 FEET TO INTERSECT A LINE WHICH IS 59.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTHERLY FACE OF THE CONCRETE FOUNDATION WALL OF SAID NAVY BUILDING NO. 343; THENCE EASTERLY ALONG "L" STREET, ALONG SAID LINE, 59.00 FEET NORTHERLY OF SAID FOUNDATION WALL OF SAID NAVY BUILDING NO. 343, S73°39'44" E, 1378.47 FEET TO INTERSECT THE NORTHERLY EXTENSION OF THE WESTERLY FACE OF THE CONCRETE FOUNDATION WALL OF NAVY BUILDING NO. 543; THENCE SOUTHERLY, ALONG SAID NORTHERLY EXTENSION OF SAID WESTERLY LINE OF SAID BUILDING NO. 543, S16°20'16" W, 10.94 FEET TO INTERSECT A LINE WHICH IS 48.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTHERLY

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FACE OF FOUNDATION WALL OF SAID NAVY BUILDING NO.543, S73°39'44" E, 653.54 FEET TO INTERSECT A LINE IN "6TH" STREET WHICH BEARS S16°20'16"W FROM A POINT THAT IS S73°38'56"E, 52.00 FEET FROM THE MOST EASTERLY CORNER OF BUILDING NO. 531; THENCE, N16°20'16"E, 1551.46 FEET TO THE LAST MENTIONED POINT; THENCE S73°39'44"E, 28.00 FEET; THENCE N16°20'16"E, 42.00 FEET TO SAID LINE THAT IS 42.00 FEET NORTHERLY OF THE NORTHERLY FACE OF SAID FOUNDATION WALL OF SAID BUILDING NO. 531; THENCE S73°39'44"E, 673.04 FEET TO THE TRUE POINT OF BEGINNING.

THE DESCRIPTION ABOVE IS BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III. TO OBTAIN GROUND DISTANCES, MULTIPLY THE ABOVE DISTANCES BY 1.0000703.

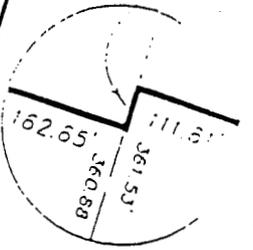
CONTAINING 75.42 ACRES MORE OR LESS AT GROUND LEVEL

THIS DESCRIPTION WAS WRITTEN ON NOVEMBER 23, 1993, PURSUANT TO SECTION 8726 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE BY MERLE ELI, L.S. 3577, LICENSE EXPIRES JUNE 30, 1996.

Merle W. Eli



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A.P.N. 0-355-2
[3869 OR 386]

U.S. NAVAL
SUPPLY
CENTER

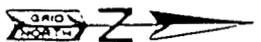


Exhibit "A"
Page 3 of 4

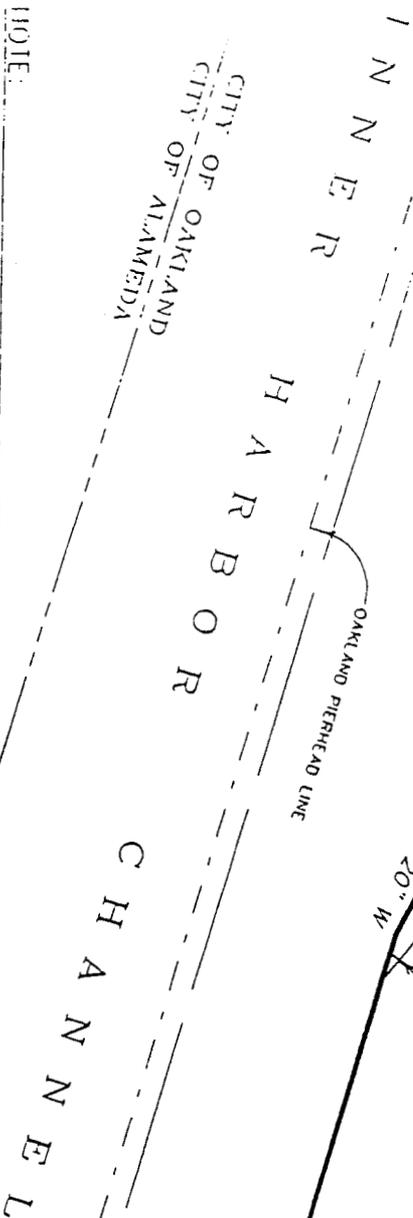
A.P.N. 0-355-6

A.P.N. 0-355-4

PARCEL ONE

3,284,358.4 sq ft
or 75,398.54 acres
of ground level

A.P.N. 0-355-1-2



NOTE:
BEARINGS AND DISTANCES ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III.
THE BENCH MARKS HEREON SHOWED DISTANCES BY 1.0000703 TO OBTAIN GROUND DISTANCES.

DWG: \02\115C1000.DWG DATE: 11-23-93

PLAT TO ACCOMPANY A LEGAL DESCRIPTION

JOB# NO305 02

SHEET 1 OF 2

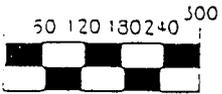
Port of Oakland
530 Water Street
Oakland, California

NAVAL SUPPLY CENTER

Greiner
A GREINER ENGINEERING COMPANY
CIVIL ENGINEERING • SURVEYING • IT CONSULTATION
5890 Stoneridge Drive, Pleasanton, CA 94588
PHONE: (510) 463-2000 FAX: (510) 463-2125

AGREED LOW TIDE LINE OF 1852
ALSO BEING SLY ROW 7TH STREET

[3921 OR 122]



1 inch = 300 feet.

U.S. NAVAL
SUPPLY
CENTER

A.P.N. 0-355-2
[3869 OR 386]

28.00'
S 73°39'44" E

N 16°20'18" E
42.00'

N 73°39'44" W
739.94'
S 73°39'44" E 573.04

POINT OF BEGINNING



1551.46

CIVIL CASE NO. 22298-R

ORIGINAL COMPLAINT
SEPT. 11, 1942

AMENDMENT AND SUPPLEMENT
TO COMPLAINT
APR. 12, 1943

N 16°20'17" E

2094.75

79.99

1764.90'

79.99

S 16°20'16" W
10.94'
S 73°39'44" E 653.54'

PARCEL ONE

3,284,358± sq.ft.
or 75.3985± acres
at ground level

SHEET 1 OF 2
SHEET 2 OF 2

N 16°40'16" E
769.96'

N 73°39'44" W 2089.85'
2500.72

S 88°09'16" W

326.98

657.91'
301.63

96.23

634.43

N 25°38'44" W 716.00'

A.P.N.
0-355-1-2

JUDGEMENT EXCLUDING CERTAIN PROPERTY
FROM TAKINGS - MARCH 15, 1944
(4.10 Acres±)

BEARINGS AND DISTANCES ARE ON THE CALIFORNIA
MERCATOR PROJECTION SYSTEM OF 1983, ZONE 3.
TO OBTAIN GROUND DISTANCES, MULTIPLY HEREON
SHEET DISTANCES BY 1.0000705.

JOB# NO306 02

SHEET 2 OF 2

PLAT TO ACCOMPANY A LEGAL DESCRIPTION

NAVAL SUPPLY CENTER

Port of Oakland



530 Water Street
Oakland, California

A4-27

Greiner

ENGINEERS • SURVEYORS • PLANNERS

Exhibit "A"

Page 4 of 4

A GREINER ENGINEERING COMPANY

3890 Stoneridge Drive, PLEASANTON, CA 94588

DRAFT

5/10/95 DRAFT

FIRST AMENDMENT
TO
LEASE N6247494RP00P24
BETWEEN
UNITED STATES OF AMERICA
AND
PORT OF OAKLAND

THIS AMENDATORY AGREEMENT, effective as of the first day of June, 1995, between the UNITED STATES OF AMERICA, hereinafter called the "Government", acting by and through the Department of the Navy, and the CITY OF OAKLAND, a municipal corporation of the State of California, acting by and through its Board of Port Commissioners, hereinafter called the "Lessee".

RECITALS:

WHEREAS, by Lease, designated Navy Contract No. N6247494RP00P24, effective December 3, 1993, hereinafter referred to as "Lease", the Government agreed to lease to Lessee certain land, identified as Lease Parcel 1, comprising 75.42 acres, more or less, together with appurtenances attached thereto, hereinafter referred to as the "Premises", located at the Fleet and Industrial Supply Center, Naval Supply Center, Oakland, California, hereinafter referred to as the "Center"; and

WHEREAS, Public Law 102-484, as amended, authorizes the Government to lease to Lessee additional portions of the Center as the Secretary of the Navy determines are available; and

WHEREAS, under Article 3 (a) of said Lease, "the term of this lease shall be for a period of fifty (50) years commencing on the date the Lessee accepts possession of the Leased Property in writing, which date will be duly noted through an amendment to the lease"; and

WHEREAS, under the provisions of said Lease, a number of actions must be completed as a condition precedent to commencement of the term of the Lease, including compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) by Government and Lessee, and the execution by Government of a Finding of Suitability to Lease (FOSL); and

WHEREAS, through this amendment, Government and Lessee wish to incorporate additional portions of the Center, identified as Lease Parcels 2 and 2B, comprising 27.85 acres and 0.6197 acres,

DRAFT

more or less, respectively, in the Lease and to commence the term of this Lease; and

WHEREAS, as of the date first above written, the Government and Lessee have complied with NEPA and CEQA, and taken all other actions required to be completed as a condition precedent to commencement of the term of this Lease, including execution by Government of a FOSL covering Lease Parcels 1, 2, and 2B.

NOW, THEREFORE, in consideration of the foregoing, Government and Lessee do mutually covenant and agree to the following:

1. "ARTICLE 1. LEASED PROPERTY" of said Lease is hereby deleted in its entirety and the following substituted therefor:

ARTICLE 1. LEASED PROPERTY--Subject to the stated terms and conditions herein, the Government does hereby lease to the Lessee property herein identified as Lease Parcels 1, 2 and 2B, comprising a total of 103.89 acres of land, more or less, together with the appurtenances attached thereto, hereinafter referred to as the "Premises", located at the Fleet and Industrial Supply Center, Naval Supply Center, Oakland, California, hereinafter referred to as the "Center", said Premises described and shown in Exhibit "A" hereto; but reserving to the Government exclusive right to use, operate, maintain, repair and replace utilities systems existing within the Premises as of the date of this lease except as provided in Article 9 hereof, and also reserving to the Government, roadway and rail facilities within the Premises required for access to the Center as determined in accordance with Article 14 hereof.

(a) As used throughout this Lease, the term "Premises" means the land, facilities, plant, buildings, and structures located on or in the leased property including the following listed improvements: Parcel 1 (Buildings 243, 343, 344, 443, 444, 543, 544, 633, 642, 646A, 738, 740 and 740B); Parcel 2 (Buildings 741, 742, 750, 751, 752, 754, 755, 841, 841A, 841C, 841F, 841G, 842, 842A, 843, 844, 845, 846, and 848; Parcel 2B (Building 834).

(b) The utilities systems located within the Premises and reserved for use by the Government include the following listed facilities: Underground water lines and fire hydrants; 12 KV overhead electrical lines, underground electrical cable, switchgear pads, lighting facilities, and electric meters; sanitary sewer pipelines and force mains, pump station, lift station, and flow meter station; natural gas lines; telephone

DRAFT

systems lines and equipment owned and operated by utility suppliers, and underground storm drain lines.

2. Exhibit "A" to the Lease is modified by appending a legal description and drawings of Lease Parcels 2 and 2B.

3. The term of Lease, designated Navy Contract No. N6247494RP00P24, shall commence on June 1, 1995 and extend for a period of fifty (50) years from that date to and including May 31, 2045, unless sooner terminated in accordance with the provisions of said Lease.

4. EXHIBIT "I" (Findings Of Suitability To Lease covering Lease Parcels 1, 2, & 2B), attached hereto, as executed by Government and accepted by Lessee, is hereby appended to said Lease, which exhibit contains certain restrictions on use of the Premises hereby incorporated in the Lease to assure that Lessee's use of the Premises is compatible with human health and habitation

5. "ARTICLE 2. AUTHORITY" is amended by substituting the following therefor:

ARTICLE 2. AUTHORITY--The Government's authorities to enter into this Lease, and to bind it to the terms and conditions thereof, are 10 U.S.C. 2667 and Section 2834(b) of the Fiscal Year 1993 Defense Authorization Act (Public Law 102-484), as amended. Lessee's authority to enter into this lease is contained in a Resolutions approved on November 16, 1993, and on _____

by the City of Oakland, Board of Port Commissioners.

6. "ARTICLE 10. DEMOLITION AND REMOVAL OF GOVERNMENT-OWNED FACILITIES." is amended by deleting paragraph 10 (a) and substituting the following therefor:

(a) In addition to roadways, rail facilities, and utilities that Lessee may remove under the provisions of this lease and subject to Government's and Lessee's compliance with all applicable laws including the National Environmental Protection Act (NEPA) and the National Historic Preservation Act (NHPA), Lessee shall have the right to demolish and remove at no cost to the Government the following listed facilities on the Premises in accordance with plans and specifications previously reviewed and approved by the Government all buildings listed in Article 1(a) of this Lease. Costs of complying with NHPA requirements shall be the responsibility of Lessee. The Government shall cooperate fully with Lessee's efforts to comply with the NHPA requirements.

DRAFT

7. The following is added as ARTICLE 3 (e) to the Lease:

(e) During the term of this Lease, the Government may determine the Leased Premises to be surplus to its requirements, in which case the Government will process the Leased Premises as surplus property in accordance with applicable Federal statutes and regulations. Title to those portions of the Leased Premises determined surplus, which are subject to a reversionary interest in favor of the Lessee, shall revert to Lessee in accordance with provisions of the deeds under which the Government acquired title. In such case, the leasehold interest of the Lessee hereunder will be extinguished. Portions of the Leased Premises determined surplus, which are not subject to such reversionary interest, shall be disposed of in accordance with applicable statutes and regulations; however, any action taken thereunder as well as final disposition of the Leased Premises shall be subject to the full terms and conditions of this lease except in the event Lessee acquires fee title to the Leased Premises through such disposal action.

8. Exhibits "B", "C", "D", "E", "F", "G", and "H" to the Lease shall be modified or substituted as necessary to reflect the addition of Lease Parcels 2 and 2B to the Lease, and such modifications and/or substitutions shall be appended to the lease prior to Lessee taking possession of said parcels.

EXCEPT as herein amended, all other terms and conditions said Lease N6247494RP00P24 shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, Government and Lessee have duly executed this Amendatory Agreement as of the date first above written.

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners

By: _____
CHARLES W. FOSTER
Executive Director

Witness: _____

DRAFT

UNITED STATES OF AMERICA

By: _____
DENNIS P. DRENNAN
Real Estate Contracting Officer

Witness: _____

DRAFT

SEC. XXXX MODIFICATION OF LEASE AUTHORITY, NAVAL SUPPLY CENTER,
OAKLAND, CALIFORNIA.

(a) Land Conveyance.-- Subsection (b) of section 2834 of the Military Construction Authorization Act for Fiscal Year 1993 (division B of Public Law 102-484; 106 Stat. 2614), as amended by section 2833 of Public Law 103-160 and section 2821 of Public Law 103-337, is amended by adding at the end the following new paragraph:

"(4) In lieu of entering into a lease or in place of an existing lease under paragraph (1), the Secretary may convey, at no consideration, the property described in such paragraph to the City of Oakland, California, the Port of Oakland, California or the City of Alameda, California under such terms and conditions as the Secretary considers appropriate." and

(b) Description of Property.--Subsections (c) and (d) of the section are redesignated as (d) and (e) respectively and a new subsection (c) is added as follows:

"(c) DESCRIPTION OF PROPERTY--The exact acreage and legal description of the property to be conveyed under subsection (b) (4) shall be determined by a survey satisfactory to the Secretary. The cost of each survey shall be borne by the recipient of the property."

Fleet and Industrial Supply Center Oakland

Subject:

Lease Provision for Eventual Disposal of Non-reversionary FISCO Property.

Background:

The Defense Authorization Act of 1993, as amended by the FY95 MCON Authorization Bill, authorized the long term lease of FISCO property which the Secretary of the Navy determines available to the Port of Oakland for nominal consideration. While this legislation is permissive, the President later directed the Navy to expedite lease actions with the Port and stipulated compensation shall be \$1. The legislation does not provide any special authority to convey property.

Approximately 300 of 450 FISCO acres at the Oakland main site are reversionary to the City of Oakland. The remainder of FISCO acreage at Oakland is non-reversionary.

FISCO is currently planning to lease non-reversionary property to the Port in May 1995. FISCO expects to continue operational drawdown through September 1998.

Discussion:

The determination of "available" is distinctly different from a declaration of "excess". The Navy, specifically FISCO, remains the owner of property determined available for lease. If the Navy desires to dispose of FISCO property it should be declared excess.

Reversionary property declared excess would revert to the Port of Oakland. Non-reversionary property declared excess would be disposed of via General Services Administration (GSA). The Port does not have special authority to acquire this non-reversionary property.

FISC Oakland property at the Alameda Annex/Alameda Facility is also subject to the same special legislation for lease to the City of Alameda and is also non-reversionary.

The Navy must ensure the property is environmentally clean and satisfies the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) covenant before it may be transferred. A Finding of Suitability to Transfer (FOST) is not anticipated for several years at either the Oakland or Alameda sites.

Status:

Leases for non-reversionary FISCO property will contain a provision addressing the Navy's intent to declare the property excess following environmental clean-up, and dispose of the property via governing laws and regulations.

FISC Oakland is currently implementing the existing legislation and developing leases to the Port of Oakland and City of Alameda.

Prepared by: LT M.A. Blumenberg, CEC, USN
FISC Oakland Base Conversion Manager, EFA West

Date: 19 May 1995

APPENDIX B

FLEET & INDUSTRIAL SUPPLY CENTER OAKLAND ALAMEDA ANNEX/ALAMEDA FACILITY BRAC 95 COMMISSION BRIEF

23 MAY 1995

1. **Authorizing Legislation (1 page)**

Section 2621 Public Law 103-137 authorized lease actions with the City of Alameda. This action simply amended the authorizing legislation with the Fleet & Industrial Supply Center Oakland, California with the Port of Oakland. The provisions and limitations of this legislation are identical to that of the Port of Oakland (City of Oakland) legislation.

2. **Proposed Memorandum of Understanding (5 pages)**

City of Alameda proposed this Memorandum of Understanding outlining the intentions and responsibility of both the Fleet & Industrial Supply Center and the City of Alameda with regard to the Navy's proposed lease and/or transfer of portions of the Fleet & Industrial Supply Center Oakland, California, to the City of Alameda.

3. **Proposed Modification to Lease (1 page)**

Port of Oakland proposed this modification to the authorizing legislation to allow transfer of fee title on non-reversionary property located at both the main site and at Alameda for the proposed City of Alameda lease action.

SEC. 2616. RESTORATION OF ANNUAL LEAVE FOR CIVILIAN EMPLOYEES IN CONNECTION WITH CERTAIN BASE REALIGNMENTS.

(c) RESTORATION REQUIRED.—Section 6304(d)(3) of title 5, United States Code, is amended—

(1) by striking "(3)" and inserting "(3)(A)";

(2) by striking "closure of" and inserting "closure of, and any realignment with respect to,"; and

(3) by adding at the end the following new subparagraph:

"(B) For the purpose of subparagraph (A), the term 'realignment' means a base realignment (as defined in subsection (e)(3) of section 2687 of title 10) that meets the requirements of subsection (a)(2) of such section."

(b) APPLICATION OF AMENDMENTS.—The amendments made by subsection (c) shall apply only with respect to the restoration of annual leave of employees at military installations undergoing realignment if such leave is lost by operation of section 6304 of title 5, United States Code, on or after the date of the enactment of this Act.

SEC. 2817. AGREEMENTS OF SETTLEMENT FOR RELEASE OF IMPROVEMENTS AT OVERSEAS MILITARY INSTALLATIONS.

(a) AGREEMENTS SUBJECT TO OMB REVIEW.—Subsection (g) of section 2921 of the Military Construction Authorization Act for Fiscal Year 1991 (division B of Public Law 101-510; 10 U.S.C. 2687 note) is amended by inserting after the first sentence the following: "The prohibition set forth in the preceding sentence shall apply only to agreements of settlement for improvements having a value in excess of \$10,000,000."

(b) REPORTS TO CONGRESS.—Such subsection is further amended—

(1) by inserting "(1)" before "The Secretary of Defense"; and

(2) by adding at the end the following:

"(2) Each year, the Secretary shall submit to the Committees on Armed Services of the Senate and House of Representatives a report on each proposed agreement of settlement that was not submitted by the Secretary to the Director of the Office of Management and Budget in the previous year under paragraph (1) because the value of the improvements to be released pursuant to the proposed agreement did not exceed \$10,000,000."

Subtitle C—Changes to Existing Land Conveyance Authority

SEC. 2821. ADDITIONAL LESSEE OF PROPERTY AT NAVAL SUPPLY CENTER, OAKLAND, CALIFORNIA.

Section 2824(b) of the Military Construction Authorization Act for Fiscal Year 1993 (division B of Public Law 102-484; 106 Stat. 2614) is amended—

(1) is paragraph (1)—

(A) by striking out "City" the second place it appears and inserting in lieu thereof "Cities"; and

(B) by inserting "the City of Alameda, California," after "California," the first place it appears; and

(2) in paragraphs (2) and (3), by striking out "City" each place it appears and inserting in lieu thereof "Cities".

SEC. 2822. MODIFICATIONS OF LAND CONVEYANCE, FORT A.P. HILL MILITARY RESERVATION, VIRGINIA.

(a) PARTICIPATION OF ADDITIONAL POLITICAL SUBDIVISIONS IN REGIONAL CORRECTIONAL FACILITY.—Subparagraph (B) of subsection (c)(3) of section 603 of the Persian Gulf Conflict Supplemental Authorization and Personnel Benefits Act of 1991 (Public Law 102-25; 105 Stat. 108) is amended to read as follows:

"(B) Subparagraph (A) shall not be construed to prohibit any political subdivision not named in such subparagraph from—

"(i) participating initially in the written agreement referred to in paragraph (2); or

"(ii) agreeing at a later date to participate as a member of the governmental entity referred to in paragraph (2)(A), or by contract with such entity, in the construction or operation of the regional facility to be constructed on the parcel of land conveyed under this section."

(b) TIME FOR CONSTRUCTION AND OPERATION OF CORRECTIONAL FACILITY.—(1) Subsection (d)(1)(A)(i) of such section is amended by striking out "not later than 24 months after the date of the enactment of this Act" and inserting in lieu thereof "not later than April 1, 1997".

(2) The Secretary of the Army shall provide the recipient of the conveyance of property under section 603 of such Act with such legal instrument as is appropriate to modify, in accordance with the amendment made by paragraph (1), any statement of conditions contained in any existing instrument which conveyed the property to that recipient. The Secretary shall record the instrument in the appropriate office or offices of the Commonwealth of Virginia or political subdivision within the Commonwealth.

SEC. 2823. PRESERVATION OF CALVERTON PINE BARRENS, NAVAL WEAPONS INDUSTRIAL RESERVE PLANT, NEW YORK, AS NATURE PRESERVE.

(a) PRESERVATION AS NATURE PRESERVE REQUIRED.—Section 2854 of the Military Construction Authorization Act for Fiscal Year 1993 (division B of Public Law 102-484; 106 Stat. 2626) is amended—

(1) by redesignating subsections (a) and (b) as subsection (c) and (d), respectively; and

(2) by inserting before subsection (c), as so redesignated, the following new subsections:

"(a) PURPOSE.—It is the purpose of this section to ensure that the Calverton Pine Barrens is maintained and preserved, in perpetuity, as a nature preserve in its current undeveloped state.

"(b) PROHIBITION ON INCONSISTENT DEVELOPMENT.—The Secretary of the Navy shall not carry out or permit any development commercial or residential, at the Calverton Pine Barrens that is inconsistent with the purpose specified in subsection (a)."

(b) CONFORMING AMENDMENTS.—Subsection (c) of such section as redesignated by subsection (a)(1), is amended—

(1) by striking out "PROHIBITION.—" and inserting in lieu thereof "REVERSIONARY INTEREST.—"; and

DRAFT

draft 5/15/95

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into by and between the United States of America, Department of the Navy, hereinafter referred to as "Navy", and the City of Alameda, a municipal corporation, hereinafter referred to as "City", sets forth the intentions and responsibilities of both parties, jointly and separately, with regard to the Navy's proposed lease to the City of property located in the City of Alameda, identified as the Alameda Facility and Alameda Annex of the Fleet and Industrial Supply Center, Oakland, California, hereinafter referred to as the "Annex/Facility".

W I T N E S S E T H:

WHEREAS, ~~Congress enacted legislation on October 5, 1994,~~ amending Section 2834(b) of Public Law 102-484, as amended by Section 2833 of Public Law 103-160 and Section 2821 of Public Law 103-337, authorizes the Secretary of the Navy to lease portions of the Annex/Facility as he determines are available to the City for a nominal consideration; and

WHEREAS, ~~past and pending Military Base Closure actions the~~ Navy will reduce and/or eliminate facilities (land and improvements) requirements at the Annex/Facility over the next several years making those facilities available for lease under said legislation and/or subject to disposal by the Navy under applicable statutes and regulations; and

DRAFT

WHEREAS, the City has an interest in leasing and/or acquiring fee title to the Annex/Facility for purposes of developing an advanced technology-based industrial park; and

WHEREAS, the City Council authorized the City Manager to submit a joint grant application with the Alameda Chamber of Commerce to the U.S. Department of Commerce, Economic Development Administration (EDA) and commit local matching funds necessary for pre-development planning and feasibility analysis for an advanced technology center on the Annex/Facility property; and

WHEREAS, Navy and City wish to take action ~~as required~~ to facilitate innovative and timely reuse of the Annex/Facility; and ~~to effect expeditious transition of that property to non Navy ownership; and~~

WHEREAS, the parties agree that this Memorandum of Understanding will clarify intentions and responsibilities, but is not meant to exclude any additional items not covered in this agreement, or to bind the parties to any commitments not fully authorized or funded under applicable statutes and regulations.

NOW THEREFORE, the Navy and City express their mutual understanding as follows:

1. RESPONSIBILITIES OF THE NAVY

Subject to obtaining required authorization and approvals:

A. Complete the Environmental Baseline Survey (EBS) and notify the City of the results; and

B. Obtain a Finding of Suitability for Lease (FOSL) as prescribed by Department of Defense (DOD) policy; and

DRAFT

In coordination with the City, complete National Environmental Policy Act (NEPA) documentation for ~~closure and reuse~~ leasing of Annex/Facility; and

D. Remediate hazardous waste contamination and retain property ownership until the CERCLA (sp. out) covenant is satisfied; and

E. Provide Annex/Facility improvements on an "as-is" basis; and

F. ~~Rel~~ Lease portions of Annex/Facility to City when existing Navy tenants relocate with the understanding that initial vacation will occur in 1996.

2. RESPONSIBILITIES OF THE CITY

Subject to obtaining required authorization and approvals, the City agrees to:

A. In coordination with the Navy, proceed expeditiously to comply with all California Environmental Quality Act (CEQA) requirements to allow the execution of the lease to effect use of the Annex/Facility; and

B. Proceed with pre-development planning and feasibility analysis, including initial studies analyzing site assessment, particularly with regard to utilities, and facility feasibility for interim leasing, of an advanced technology center project provided that necessary funds are made available; and

C. Negotiate and accept a lease of approximately 169 acres on a phased basis with the Navy under the authority hereinabove ~~referenced conditions amending Section 2834 (b) of Public Law 102 484 including a 50 year lease at nominal cost and other~~

DRAFT

~~mutually agreed terms and conditions; and~~

~~D. Develop strategy and recommendations to obtain special legislation or to work within other applicable Federal statutes and regulations to legislative or other necessary authority and take procedural steps required to convey title to City acquire title to the Annex/Facility property following actions by the Navy to remediate the property remediation by the Navy of hazardous materials contamination and to report the property for disposal in accordance with applicable statutes and regulations; and~~

E. Provide or arrange for utility service to the Annex/Facility.

3. IT IS MUTUALLY AGREED TO:

A. Proceed with lease negotiations with the understanding that lease execution is predicated on all necessary legal and environmental actions being completed. Both parties agree that lease execution is subject to a finding by the City that the property is suitable for leasing and that the aforementioned studies indicate project feasibility; and

B. Conduct periodic progress reviews of all planned actions by each party to this agreement.

Nothing herein shall be construed as obligating ~~FISCO~~ Navy or the City to violate existing statutes and regulations under the terms of this agreement.

This agreement shall remain in effect until terminated or revised in writing mutually or exclusively by Navy or the City or until

DRAFT

as all actions have been completed hereunder.

Each provision of this Memorandum of Understanding shall take effect on the date both signatures have been executed.

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

Date _____

UNITED STATES OF AMERICA

CITY OF ALAMEDA

By: _____

By: _____

By: _____

Approved As to Form:

DRAFT

SEC. XXXX MODIFICATION OF LEASE AUTHORITY, NAVAL SUPPLY CENTER,
OAKLAND, CALIFORNIA.

(a) Land Conveyance.-- Subsection (b) of section 2834 of the Military Construction Authorization Act for Fiscal Year 1993 (division B of Public Law 102-484; 106 Stat. 2614), as amended by section 2833 of Public Law 103-160 and section 2821 of Public Law 103-337, is amended by adding at the end the following new paragraph:

"(4) In lieu of entering into a lease or in place of an existing lease under paragraph (1), the Secretary may convey, at no consideration, the property described in such paragraph to the City of Oakland, California, the Port of Oakland, California or the City of Alameda, California under such terms and conditions as the Secretary considers appropriate." and

(b) Description of Property.--Subsections (c) and (d) of the section are redesignated as (d) and (e) respectively and a new subsection (c) is added as follows:

"(c) DESCRIPTION OF PROPERTY--The exact acreage and legal description of the property to be conveyed under subsection (b) (4) shall be determined by a survey satisfactory to the Secretary. The cost of each survey shall be borne by the recipient of the property."

APPENDIX C

FLEET & INDUSTRIAL SUPPLY CENTER OAKLAND POINT MOLATE FUEL DEPOT BRAC 95 COMMISSION BRIEF

23 MAY 1995

1. Draft Letter of Intent (13 pages)

City of Richmond proposed this draft letter of intent outlining the intentions and responsibility of City of Richmond with regard to the Navy's proposed disposal/and or transfer of the Fleet & Industrial Supply Center Oakland, California, Point Molate Fuel Depot.

DRAFT

**PROPOSED STRATEGIES
FOR REUSE OF THE
POINT MOLATE NAVAL FUEL DEPOT
RICHMOND, CA**

**Attachment To
May 22, 1995 Letter**

**From Floyd T. Johnson, City Manager
City of Richmond**

**To Captain J. R. Bailey, USN
Commanding Officer FISC Oakland**

**Prepared By
City Of Richmond
City Staff**

DRAFT

May 21, 1995

Captain J. R. Bailey, USN
Commanding Officer
Fleet Industrial Supply Center (FISC)
Building 321
Oakland, CA 94625-5000

Dear Captain Bailey:

As you know, the Point Molate Naval Fuel Depot is within the corporate limits of the City of Richmond. Because the City of Richmond is a full-service local government, and the Point Molate is not in proximity to any other general purpose government, I have directed my staff to work with U.S. Navy representatives to establish an orderly transition of fire, police and emergency medical responsibilities upon cessation of the Navy's active use of Point Molate.

However, as the City's chief operations officer, I will continue to be the main contact between Navy and civilian personnel concerning issues related to Point Molate.

Because of mandates under State law, Richmond is also responsible for land use planning of property within its corporate boundaries - including Point Molate. In that context I have prepared a document (Enclosed) outlining a proposed vision statement, objectives and strategies which I believe can effectively govern our discussions and actions during the anticipated period of transition from control of Point Molate by the Navy to civilian activities.

This document:

1. Suggests a process to determine the most logical long term steward of the Point Molate property;
2. Recognizes the historic nature of the property as a component in establishing future uses of the property; and
3. Anticipates the Navy's completion of its efforts to remove contamination on the property.

DRAFT

I have discussed our intentions with Congressman George Miller, and I intend to seek his further assistance and advice on the most practical and effective ways for the City to participate in the transition process. I believe this process can occur while the entire facility is brought to environmental standards of pertinent State and federal agencies by the Navy.

I am extremely pleased with the tenor of our discussions to date, and thank you and your staff for what I consider to have been highly effective and professional assistance. FISC Oakland clearly establishes a high standard for civilian/military interaction - a standard which should be emulated by other military commands throughout the United States.

Sincerely,

Floyd T. Johnson
City Manager

Enclosure: Proposed Strategies For Reuse Of The Point Molate Naval Fuel Depot, Richmond, CA; May 22, 1995.

cc: Congressman George Miller
Mayor and City Council

DRAFT

The following materials and vision and strategy statements are intended to facilitate discussions concerning the reuse of the Point Molate Naval Fuel Depot after it is no longer actively used by the Navy.

- o Map 1 shows Richmond in the context of the northeastern portion of the San Francisco Bay area.
- o Map 2 shows the location of the Point Molate Naval Fuel Depot facility in the context of the City of Richmond.
- o Table 1 contains a summary of facts about the City of Richmond.
- o Table 2 compares 1990 Census data related to income, poverty and unemployment for Contra Costa County (the County in which Richmond is located) with similar information for the City of Richmond.
- o A synopsis and interpretation of these data and a brief discussion of the City's economic development strategy follows Table 2.
- o A proposed vision statement, objectives and strategies pertaining to the reuse of the Point Molate Naval Fuel Depot complete these materials.

DRAFT

TABLE 1

RICHMOND FACT SHEET

LOCATION: 16 MILES NORTHEAST OF SAN FRANCISCO, ON A PENINSULA SEPARATING SAN FRANCISCO BAY AND SAN PABLO BAY.

RICHMOND'S TOTAL AREA: 56.0 SQUARE MILES
(LAND AREA 33.7/WATER AREA 22.3)

TOTAL MILES OF SHORELINE: 32 MILES

INCORPORATED: AUGUST 7, 1905.

CURRENT MAYOR: ROSEMARY CORBIN

CURRENT CITY COUNCIL MEMBERS: IRMA ANDERSON, ALEX EVANS, RICHARD GRIFFIN, JOHN MARQUEZ, JAMES MCMILLAN, LAVONNE NICCOLLS (VICE MAYOR), DONNA POWERS, LONNIE WASHINGTON, JR.

CITY MANAGER: FLOYD T. JOHNSON

SOURCE: City of Richmond

DRAFT

TABLE 2

COMPARATIVE DEMOGRAPHIC DATA

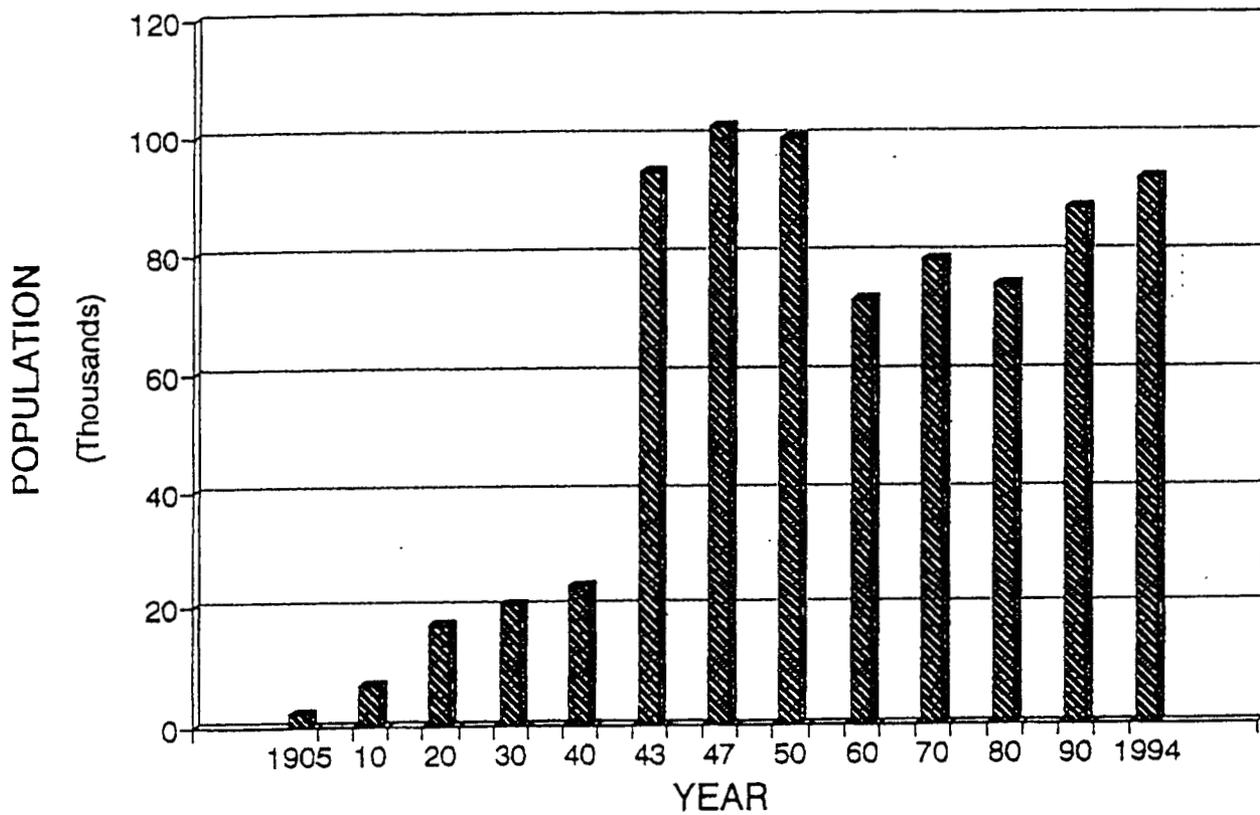
	COUNTY TOTAL	RICHMOND
INCOME		
Median household income	\$45,087	\$32,163
Median family income	\$51,651	\$36,657
Per capita income	\$20,748	\$14,630
PERCENT BELOW POVERTY IN 1989		
All persons	7.3%	16.1%
All families	5.5%	13.5%
LABOR SOURCE STATISTICS (CIVILIAN LABOR FORCE)		
Employed	406,507	38,823
Unemployed	21,395	4,060
Percent unemployed	5.0%	9.5%

SOURCE: 1990 US CENSUS

DRAFT

FIGURE 1

RICHMOND, CA POPULATION HISTORICAL SUMMARY 1905-1994

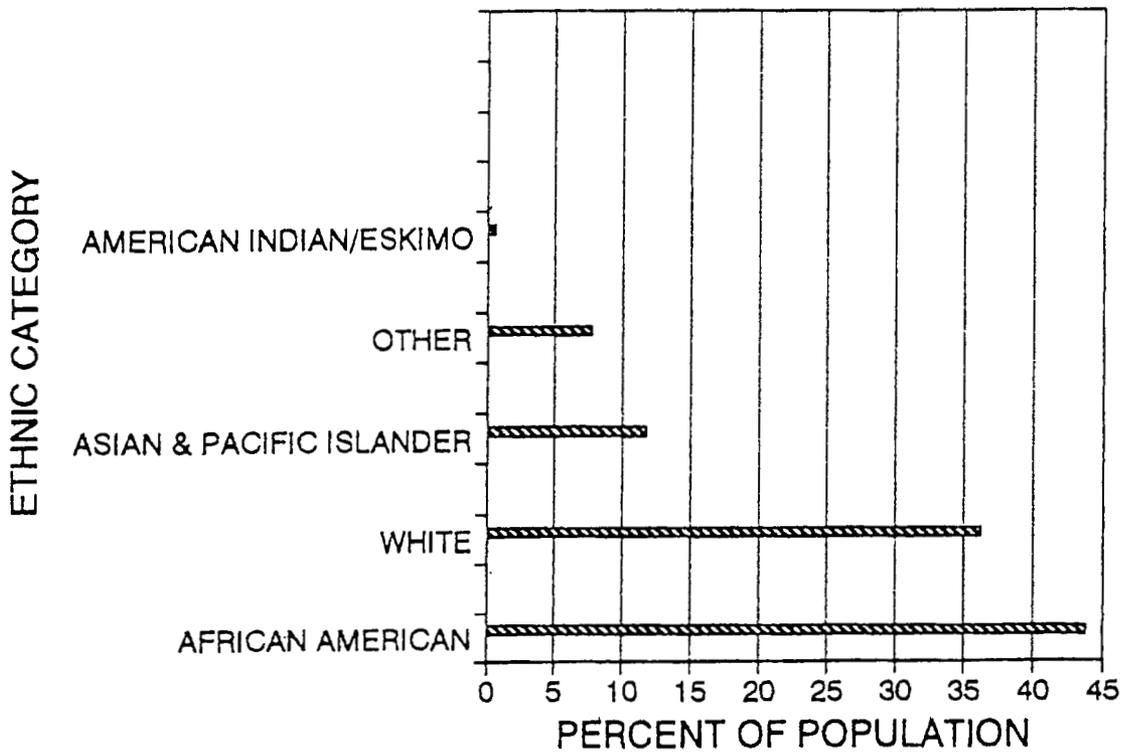


DRAFT

FIGURE 2

RICHMOND, CA

1990 ETHNIC COMPOSITION



NOTE: 14.5% of Hispanic origin.

DRAFT

SYNOPSIS AND INTERPRETATION OF PERTINENT DATA AND INFORMATION

These data demonstrate several significant points:

1. Figure 1 shows historical population levels for the City of Richmond. Notably, because of migration related to the Richmond Kaiser Shipyards, the City experienced population levels during World War II which exceed the its current population. Impacts from these sudden changes in population are still present.
2. Figure 2 shows the City's ethnic composition and demonstrates Richmond's rich diversity.
3. Data in Table 1 on median household income; median family income; per capita income; relative number of individuals below poverty; relative number of families below poverty; and unemployment are indices of the inability of specific segments of the City's population to successfully access the regional economic system.

These data demonstrate that in 1990, in terms of access to the Bay Area's regional economy, Richmond residents were at disadvantage when viewed in the context of all of Contra Costa County.

4. In the mid-1980s, the Richmond City Council determined that the City's situation was unacceptable and directed that a two-pronged strategy be developed and implemented.

In summary one component of this strategy involves efforts to retain existing businesses (with special emphasis on expanding businesses). The second strategy is directed toward a focussed employment and training program operated by the City of Richmond.

Both strategies have been very successful. For example:

- o Since 1987, about \$1.5 billion of private sector funds have been invested in commercial and industrial activities in Richmond.
- o In 1994, the City's Employment and Training program placed 1,410 people in jobs.

DRAFT

5. While the City is pleased with progress being made to provide access by all residents to the area's economic system, a significant amount of work remains if Richmond is to continue to successfully address the needs of its citizens - and, in fact, the needs of all residents of Western Contra Costa County.

6. Biotechnology has become a potentially important business category as Richmond enters the 21st century. During the last few years, Richmond has become home to several biotechnology companies at varying levels of maturation. LXR, Inc., is an example of a start-up biotechnology company which has located in Richmond. Berlex Biosciences, exemplifies a relatively more developed biotechnology company. In 1994, Berlex started construction of a 1 million square foot programmed facility in Richmond.

DRAFT

VISION AND STRATEGIES FOR REUSE OF THE POINT MOLATE NAVAL FUEL DEPOT

VISION STATEMENT: EMPHASIZING THE HISTORIC IMPORTANCE OF POINT MOLATE AND THE DRAMATIC VIEWS FROM THE SITE, DEVELOP A MULTI-FUNCTIONAL CENTER WHICH ACCOMMODATES THE INTERESTS OF A VARIETY OF COMMUNITY-BASED ORGANIZATIONS; AND SUPPORTS IMPLEMENTATION OF THE CITY'S ECONOMIC STRATEGIES.

- Objective 1. Provide for ongoing public access to property generally located west of Western Drive and north of I-580.
- Objective 2. Recognize and preserve the historic importance of the existing facilities designated as a National Historic Area.
- Objective 3. Involve a broad range of community interests in preparing specific reuse plans for Point Molate.
- Objective 4. Use the Point Molate facilities to enhance the City of Richmond's Economic Development Strategies.

The following strategies support these objectives:

Strategy 1. Establish Point Molate's historic importance, and its designation on the National Register of Historic Places, as a key element in determining appropriate future reuse activities.

Comment: Recognition of Point Molate's historic importance is an important positive element in guiding decisions on future reuse activities. For example, this strategy suggests that future reuse plans emphasize activities within the existing main buildings. By virtue of its location within Richmond's corporate limits, Point Molate's reuse must be consistent with local policy direction established within the City's General Plan and related documents. This strategy is consistent policies in the City's adopted General Plan. For example,

"City will continue to designate Winehaven buildings at Point Molate...as historic landmarks and require that development at or near them respond to their character and setting." Source: Richmond General Plan, Volume I, 1994, OSC-38.

DRAFT

Point Molate can become an important element of the community's coordinated economic development efforts. For example, in coordination with local biotechnology firms, one component of a reuse plan for Point Molate could emphasize a biotechnology conference center in conjunction with a dedicated site for the existing Contra Costa County Community College Biotechnology Training Program.

Strategy 3. In cooperation with potential user groups and organizations prepare a "Future Activities Plan" for the Point Molate Naval Fuel Depot.

Comment: The adopted Winehaven Plan should: address both short- and long-term use issues; be consistent with other strategies and objectives discussed above; emphasize the facility's potential for enhancing strategies concerning economic development and education of residents of Western Contra Costa County; recognize the facility's importance to the history of Richmond and the Bay Area; and naturally provide for public involvement prior to its adoption.

Working with appropriate Navy personnel, prepare an inventory of equipment which can be transferred as part of an excess property action. This equipment can be an important element in ensuring the continued high level of maintenance required by this historic facility.

Strategy 4. Working with appropriate Navy personnel, establish and implement procedures for the transfer of control and use of the Point Molate Naval Fuel Depot property to a long-term steward of the property which can continue to maintain the property in public ownership.

Comment: During its function as a Naval Fuel Depot, Point Molate has played an important public role. Beside operating the facility as an important part of the country's defense systems, the Navy has acted as a steward of this public property. Future reuse plans should continue the stewardship concept established and implemented by the Navy.

DRAFT

Strategy 5. As part of the transfer of control and responsibility for the Point Molate Fuel Depot property, appropriate mechanisms should be implemented which will require that the Navy meet its current commitment to remove contaminants from the property.

Comment: Contaminant removal will be judged complete as prescribed by federal EPA and/or State EPA, and other appropriate State and federal agencies.

Document Separator

Presentation to

Defense Base Closure

and

Realignment Commission

By: Congressman Bud Shuster, Chairman

LEAD Coalition
Boston, Massachusetts
June 3, 1995

Briefing Agenda

Army Recommendation to the 1995 BRAC Commission

Our Analysis of Army Recommendation

Tactical Missile Consolidation History

The 1993 BRAC Cornerstone Decision on Jointness

Accomplishments since the 1993 BRAC decision

Public/Private Partnership

COBRA Data

Impact on Readiness & the Work Force

Conclusions

Recommendation

Army Recommendation to 1995 BRAC Commission

Army Recommendation to 1995 BRAC Commission

Realign Letterkenny Army Depot by:

**Change the 1993 BRAC Decision on Tactical Missile Maintenance
by Transferring Missile Guidance System Workload to Tobyhanna
Transferring Towed & Self-propelled Combat Vehicles to Anniston
Retain an Enclave for Conventional Ammunition Storage & Tactical
Missile Disassembly & Storage.**

BRAC Commission Addition to the DOD List - (May 10, 1995)

Total Closure of Letterkenny Army Depot

DEJA VU

1993 Army Recommendations

- **Realign Letterkenny**
- **Transfer Patriot & Hawk missile maintenance to TOAD**
- **Transfer Towed & Self-Propelled Combat Vehicle to Anniston**
- **Retain an enclave for Conventional Ammunition Storage**

1995 Army Recommendations

- **Realign Letterkenny**
- **Transfer missile guidance workload to TOAD**
- **Transfer Towed & Self-Propelled Combat Vehicle to Anniston**
- **Retain an enclave for Conventional Ammunition & Tactical Missile Disassembly Storage**

1993 BRAC Commission Vote - No

1995 BRAC Commission Vote - ?

**These are
BAD
Recommendations**

Reasons to Reject the Army Recommendation

Reverses 1993 BRAC Decision

Destroys Joint Service Tactical Missile Consolidation Agreement

Fails to capitalize on 1st Public/Private Partnership

Flawed Military Value Analysis

Negative Impact on Missile Readiness and Combat Vehicle Readiness

Savings are Overstated

Costs are Understated

Scaling Down Depots too Quickly

Tenants were not Considered

Devastating Economic Impact

Letterkenny is a Unique Installation

Capable of maintaining any equipment in the Army inventory, less Aviation

Only Depot that can perform 100% Missile Commodity Integration

28 acre Radar Test Site - One of a kind within DOD

Nearfield Antenna Range - Only one in DOD

Lowest Overhead Costs in the Army Depot System

Multi-functional Depot

30 years of Interservice Experience with Tactical Missiles

Supports more than 15 Tenants

Largest Depot in Army Inventory

How Unique?

Letterkenny was selected

over

19 DOD Installations

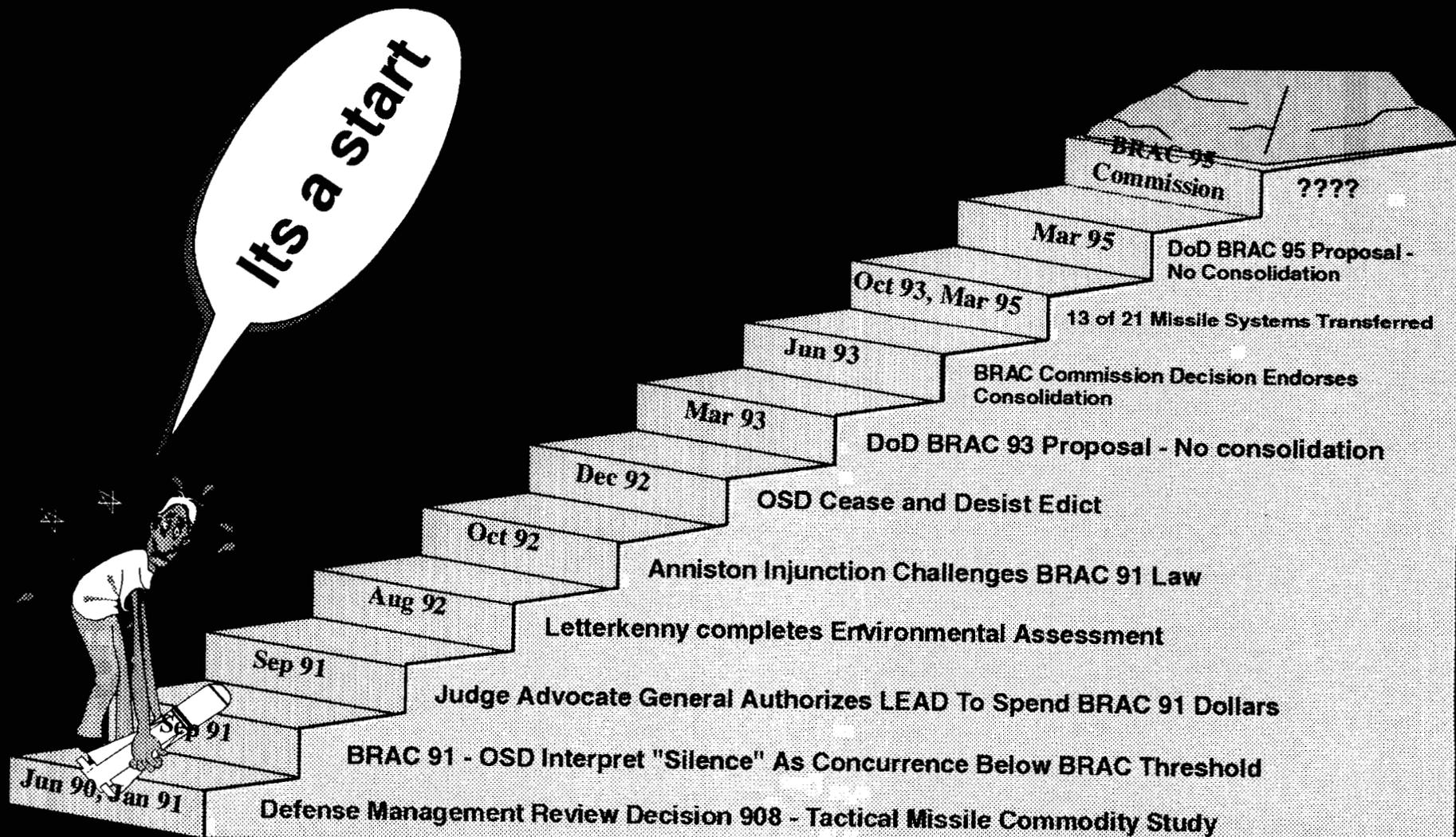
to be the

First Joint Maintenance Depot

Joint Tactical Missile History

Joint Depot

Its a start



Joint Tactical Missile Decision Process



30 Jun 90

Joint Logistics Commanders



Defense Depot Maintenance Council



Navy Tasked With Lead
for Tactical Missiles



Joint Service Task Force
Work Group

Letterkenny selected
as the site for
DOD Tactical Missile
Consolidation

NWS Concord
NWS Seal Beach
SAAD/SIM-ALC
McDonnell Douglas
NADEP Alameda
MCLB Barstow
Hill AFB
Crane
NAC, Indianapolis
RRAD
TOAD
AGMC
Yerktown
LEAD
Newark
Norfolk
NWS Charleston
ANAD
General Dynamics

Visited 19 Sites

Joint Service Working Group Study Alternatives

#1

**MAINTAIN
STATUS
QUO**

#2

**NORFOLK OR HILL AFB
MISSILE MAINTENANCE**

RED RIVER

GROUND SUPPORT EQUIPMENT

#3

**WORKLOAD COMPETITION
NORFOLK
ALAMEDA
HILL AFB
LETTERKENNY**

#4

**CONSOLIDATE
ALL TACTICAL
MISSILES AT
LETTERKENNY**

Transfer Letterkenny to Hill AFB

Milcon/Facility Modification Costs \$303.9M

WHY???

Additional storage at Hill AFB -	\$117.9M
460 new igloos at Hawthorne or McAllister -	\$180.8M
Radar Test Site - PATRIOT -	\$ 2.0M
ATACMS Up round Facility -	\$ 3.2M

Transfer Letterkenny to Hill AFB

Personnel

922 personnel transfer from LEAD to Hill

788 Direct

134 Indirect

Plus

Hiring increase at Hill of an additional 59 folks

19 Direct

40 Indirect

"Forgotten" Fact

Costs at LEAD

\$0.0

"Hello"

CURRENT TACTICAL MISSILE CAPABILITY

LETTERKENNY

AIR - TO - AIR STINGER

AVENGER

ATACMS

TOW 2

TOW BRADLEY

DRAGON

HELLFIRE

MLRS

HAWK

PATRIOT

SPARROW

PHOENIX

SIDEWINDER

HARM

MARINE CORPS HAWK

HILL AFB

SIDEWINDER

MAVERICK

TOBYHANNA

INSTALLATION CAPABILITY COMPARISON

LETTERKENNY

HILL AFB

500,000 SQ. FT. OF
MAINTENANCE SPACE
REQUIRED

UTILIZES
500,000 SQ.FT.

ONLY
200,000 SQ.FT.
AVAILABLE

UPROUND CERTIFICATION
CAPABILITY FOR
USAF SIDEWINDER AND
SPARROW MISSILES

CAPABLE AND
IN PRODUCTION
SINCE
EARLY 80'S

NONE
(LETTERKENNY
DOES THEIRS
TODAY!)

DOD STORAGE
CAPABILITY

CAN STORE ALL
DOD TACTICAL
MISSILES

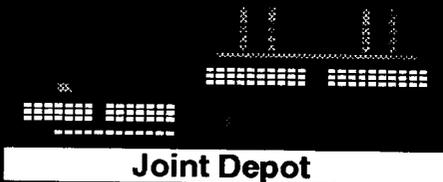
LIMITED
STORAGE
AVAILABLE

PATRIOT GROUND
SUPPORT CAPABILITY

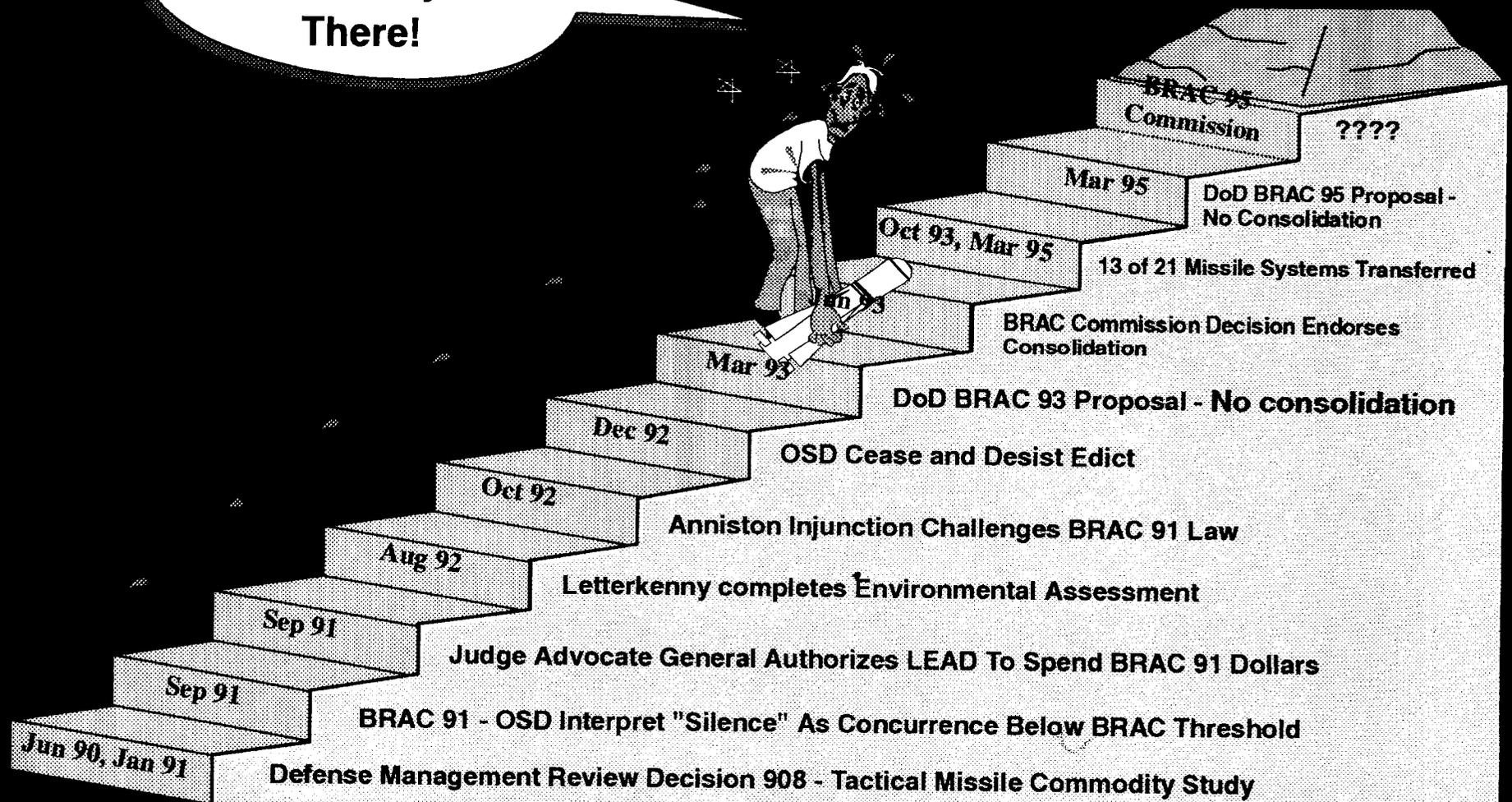
ONLY SOURCE

NONE

Joint Tactical Missile History



Gosh, I'm
Halfway
There!



DEJA VU

1993 Army Recommendations

- Realign Letterkenny
- Transfer Patriot & Hawk missile maintenance to TOAD
- Transfer Towed & Self-Propelled Combat Vehicle to Anniston
- Retain an enclave for Conventional Ammunition Storage

1995 Army Recommendations

- Realign Letterkenny
- Transfer missile guidance workload to TOAD
- Transfer Towed & Self-Propelled Combat Vehicle to Anniston
- Retain an enclave for Conventional Ammunition & Tactical Missile Disassembly Storage

1993 BRAC Commission Vote - No

1995 BRAC Commission Vote - ?

1993 BRAC Commission Findings

Army deviated from DOD Criteria 1 & 4

Letterkenny will remain Operational

Consolidate Tactical Missile Maintenance at Letterkenny as originally planned by DOD

Add Tactical Missile Maintenance Workload from Marine Corps at Barstow

Retain Artillery Workload at LEAD

Accomplishments Since 1993 BRAC Decision

Completed the Transfer of 13 of 21 Missiles

\$63.6M Military Construction Cost Avoidance

Invested \$26M of BRAC Dollars

Transitioned over \$100M of Specialized Equipment

Completed Three Renovation Projects Costing \$4.9M

Hired 72 Technical Experts

Trained 190 Technicians

Five Additional Missile Systems are Currently Inbound

Steady State Savings - \$32M

A
Total Joint Service
Success

DOD IG Audit Report - Dated 8 May 1995

"...The Consolidation of Tactical Missile Maintenance at LEAD was proceeding within the projected cost estimate and on schedule at the time of the audit."

Report #95-189

**Another
Success
Story**

Paladin Enterprise

Partnership between United Defense & Letterkenny

First DOD Depot to seek to preserve the Industrial Base

Letterkenny has been recognized as a Model Installation

United Defense has invested \$3.4M at Letterkenny in building renovations

Joint effort has resulted in \$46M returned to Army by Program Manager

Another \$15M savings have been achieved by improving the process

Sets the stage for Expanded Partnerships - i.e.: M-113, Bradley

PALADIN - Beyond FY97

Army's Largest Dollar Procurement

**CURRENT MULTIYEAR
CONTRACT**

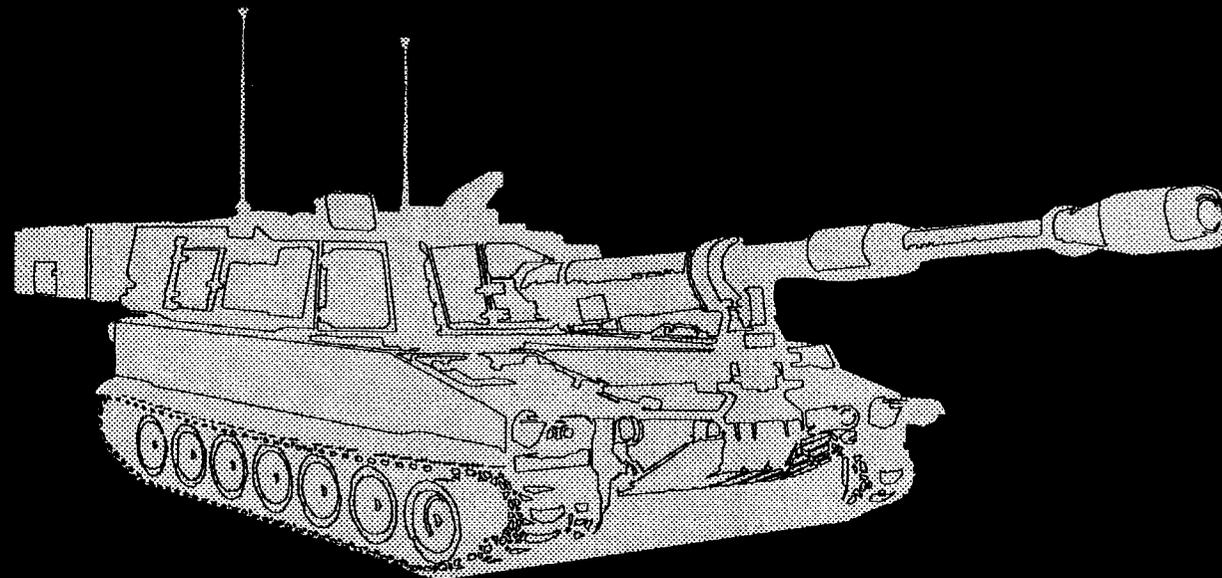
650 VEHICLES

**AUG 98
FINAL DELIVERY**

**PROBABLE
FOLLOW-ON BUYS**

**450 VEHICLES -
NATIONAL GUARD, FMS**

**DEC 02
FINAL DELIVERY**



**Here We
Go Again!**

Criteria 1 - 4
Military Value

Military Value Results

Military Value	ANAD	LEAD	TOAD	RRAD
1. Mission Requirement (45%)	1	4	2	3
2. Land & Facilities (22.5%)	2	4	1	3
3. Future Requirements (12.5%)	4	1	3	4
4. Cost & Manpower (20.0%)	2	4	1	3
	2	4	1	3

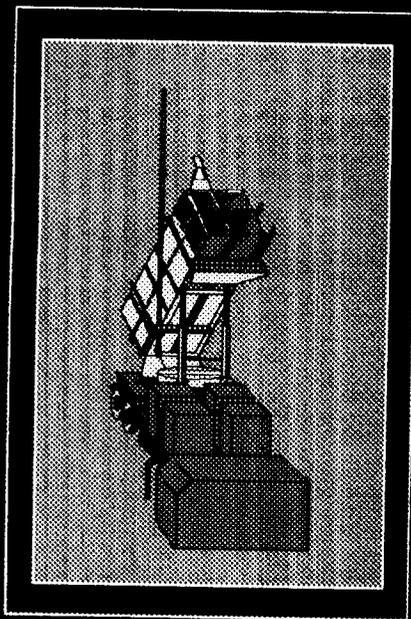
How can Letterkenny have more space, more land, more complete facilities, lowest overhead cost, and the most mission diverse depot and be ranked 4 of 4?

Computation of Capacity Drives Criteria 1 & 4

Measure of Capacity

Depot A

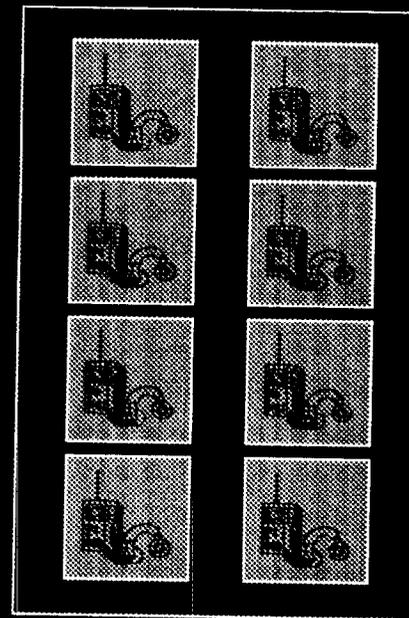
Workload Assigned: PATRIOT



Capacity = 1 person \times 1.615 MNHRS = 1.615

Depot B

Workload Assigned: Radio



Capacity = 8 persons \times 1.615 MNHRS = 12.920

Conclusion: Depot B's Capacity is 8 Times Greater Than Depot A

ARMY STATIONING STRATEGY

DoD Considers Tactical Missile as Core Workload

The Army Stationing Strategy

Retain only Core Capability

Reduce or Realigns depots according to Core Workload

Long term requirements suggest ground, air, and electronic oriented maintenance best match the battlefield functions of the future

Army neglected to consider tactical missile in their Core Workload

NOTE: Without tactical missile being considered as core, the Military Value analysis is naturally under valued.

Summary of Military Value

1. Capacity \neq Military Value
2. Interservice value not considered
3. Gives no credit to efficient capacity utilization
4. Measures past workloading decisions not operational readiness
5. Skews cost considerations
6. Fails to evaluate actual mission performance - both current and future

Criteria 5

Return on Investment

Army's Reported Realignment Costs & Savings

One time Costs - \$50.3 Million

Steady State Savings - \$77.8 Million

Return on Investment - Immediate

Net Present Value - \$952.2

Unreported One Time Cost to Realign

Tactical Missile Workload to TOAD

Personnel Cost Understated \$20M

Equipment Transfer Cost Understated \$10.5M

Construction Cost Understated \$9.6M

At Least \$42M Understated to Re-consolidate Tactical Missiles

Combat Vehicles to Anniston

Personnel Cost Understated \$9.9M

Construction Cost Understated \$21.9M

Other Tenants (Does not include DLA)

Personnel & Equipment Transfer Cost Understated \$64.6M

Total One Time Cost Understated \$178.5M

**WORKLOAD DISTRIBUTION FOR TACTICAL MISSILE
SOURCE: COBRA MODEL FY99**

	PROG. WORKLOAD	CORE WORKLOAD	ABOVE CORE WORKLOAD
LEAD	1.502	.523	.979
TOAD	.059	.059	-
RRAD	.170	.058	.112
ANAD	.067	-	.067
	1.798	.640	1.158

NOTES: (1.) COBRA SHOWS 300 PERSONNEL TRANSFERED TO TOAD WHICH EQUATES TO .523 CORE WORKLOAD

(2.) ARMY FAILED TO INCLUDE WHAT HAPPENED TO THE 606 PERSONNEL WHICH EQUATES TO THE .979 ABOVE CORE WORKLOAD

Steady State Savings

Savings are based on eliminating 1,287 personnel spaces and Baseops
COBRA Personnel Savings are overstated

	<u>COBRA</u>	<u>ACTUAL</u>
Totals	3497	3497
Eliminations	1287	44
Retained	943	491
Moved	803	2498
DLA (?)	464	464

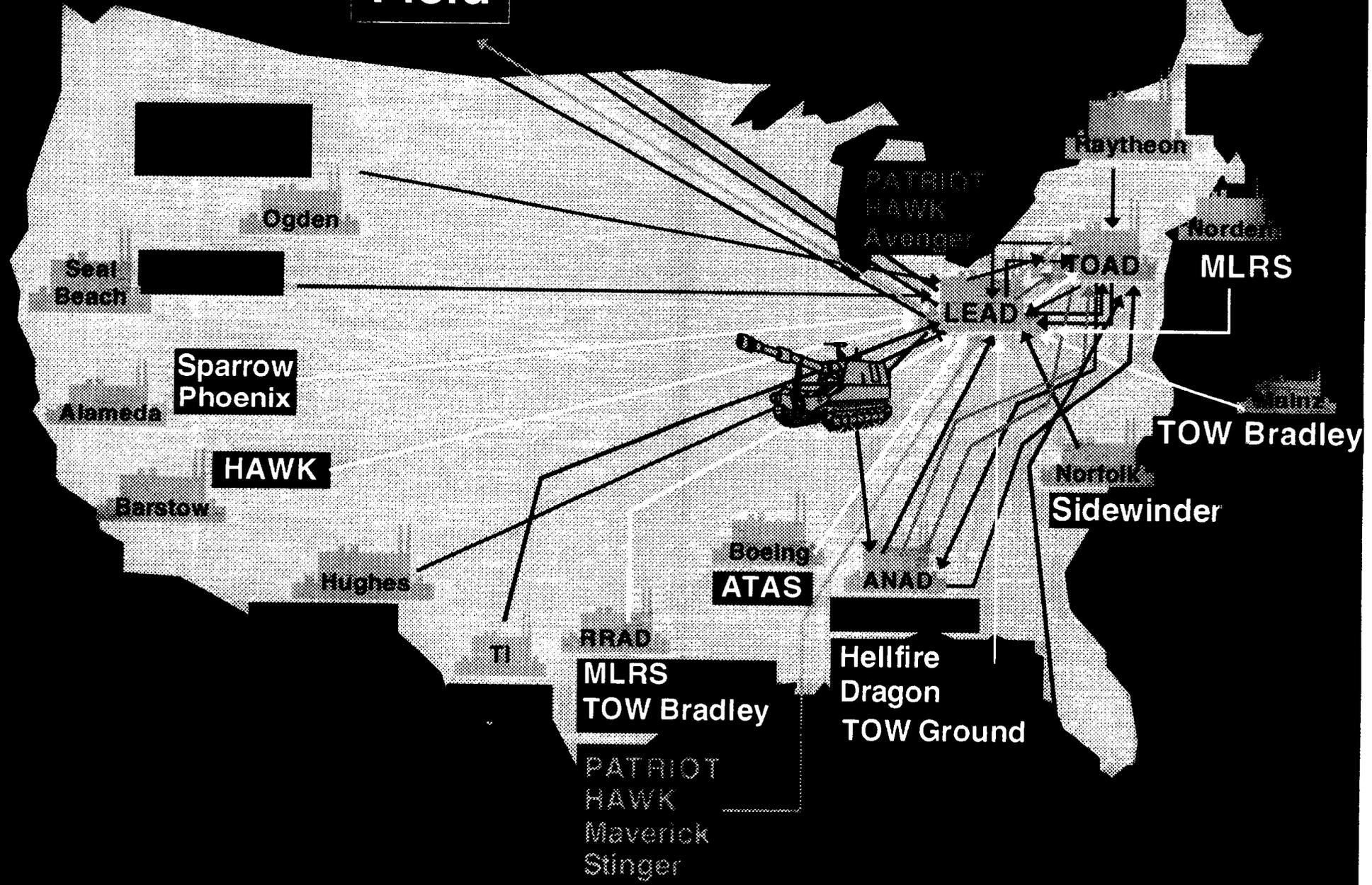
Steady State Savings are Overstated \$70.5M

Summary of Cost/Savings Data

	Reported	Actual
One Time Cost	\$ 50.3M	\$228.8M
Steady State Saving	\$ 77.8M	\$ 7.3M
Return on Investment	Immediate	100 Years +
Net Present Value	\$952.2M	(\$138.6M)

BRAC 95 DOD PROPOSAL

Field



Readiness

Army Stationing Strategy incurs risks

JSWG failed to consider surge requirement

Savings from Letterkenny do not justify operational risk

**There will be a 46% shortfall in wartime (2 MRC) requirement for
Combat Vehicles**

AMC does not support the Closure of Letterkenny

Source: Army Tabs

Memo From USA Reeder to DUSD (Logistics)

16 December 1994

"...Arguments for closure today do not seem to be anymore compelling than those previously rejected; and in fact, DOD would lose the synergy and efficiencies we hoped to gain by consolidating Missile Maintenance Workload and Missile Storage."

"Closing Letterkenny would significantly complicate ongoing consolidation of virtually all Tactical Missile Workload directed by BRAC 93."

"Closure of Red River alone forces us to accept a substantial shortfall of combat vehicle capacity against our full wartime requirement. In this commodity area, alone, additional closure of Letterkenny compounds the core shortfall..."

The Real Bottom Line

This Recommendation reverses the sound 1993 BRAC Decision

Destroys a Successful Joint Service Agreement to consolidate Tactical Missiles

The Army again deviates from the Military Value Analysis (Criteria 1 & 4)

Army puts its own stationing strategy at risk by scaling down Depots too quickly

Cost are understated by \$178.5M

Savings are overstated by \$70.5M

Recommendation results in a 9% impact on the local economy

The Right Decision for Letterkenny Army Depot

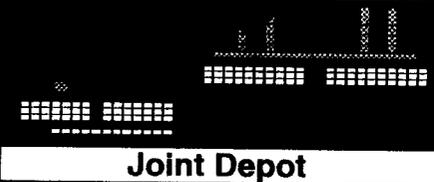
Reject the 1995 Army Recommendation

Continue the Tactical Missile Consolidation

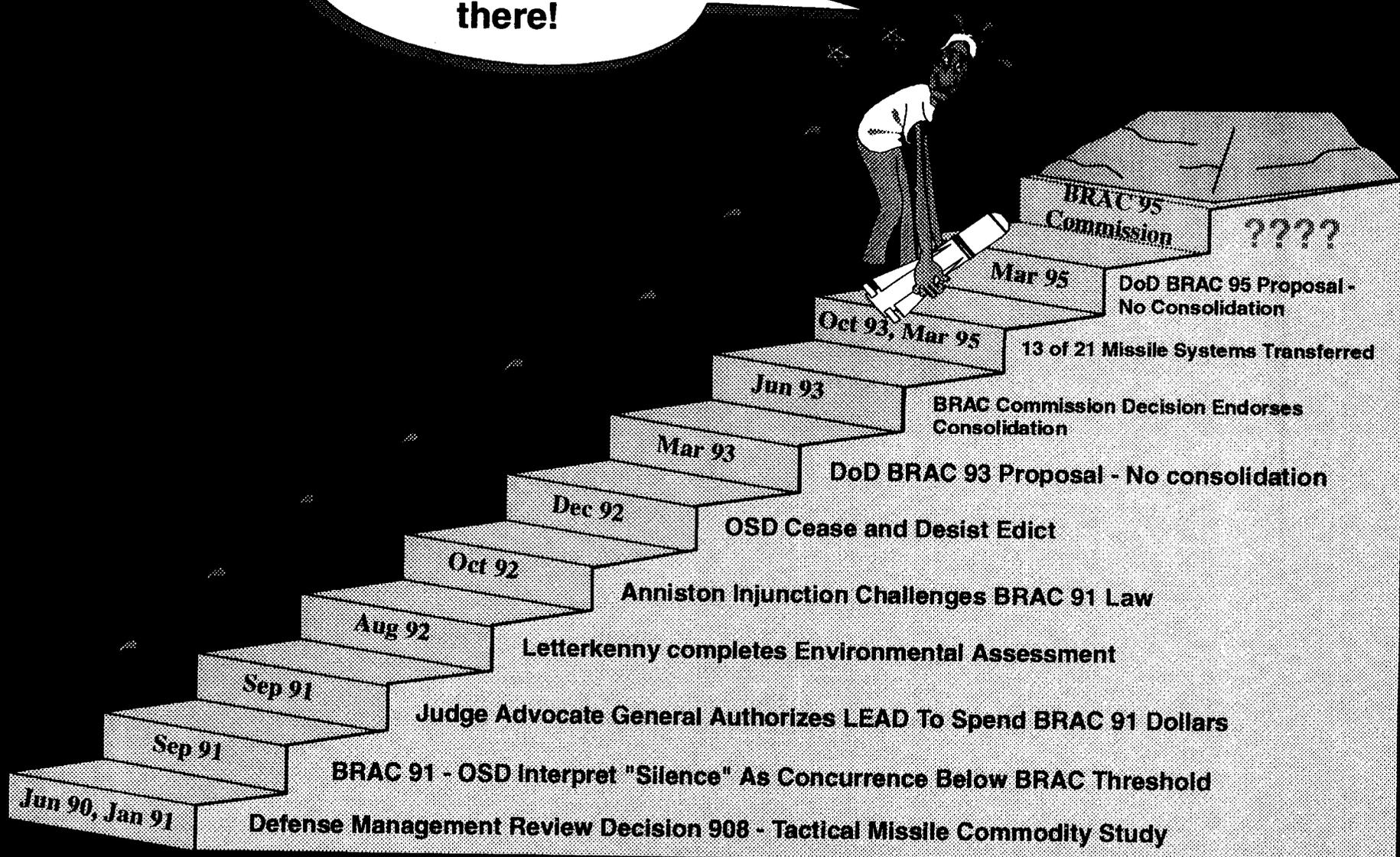
Retain Combat Vehicle Maintenance Mission

Expand on the Public/Private Partnership Program

Joint Tactical Missile History



Gosh, I hope we're almost there!



Alternatives

**Close Red River to Effect 1 1/3 Depot Capacity/Surge Position
Consolidate a Substantial Portion of Ground Communications/
Electronics at Tobyhanna
Sustain all Tactical Missile maintenance at Letterkenny as
Directed by BRAC 1993**

Notes:

**Do not Sub-Optimize Maintenance Operations by Filling
Pockets of Excess Capacity Elsewhere**

Do not Ignore "Funded" Workload Core and Above Core

Chart 2 - "Outline"

- "Summary 95 Recommendations" The BRAC 95 recommendations concerning LEAD and Tenants will be reviewed for background purposes
- "Workload Comparisons" We will compare current workload thru FY99 for LEAD, TOAD, RRAD and ANAD, and compare TOAD and ANAD's capacity to accommodate what they're gaining. After all transfer of work, we will examine the proposed manpower savings in COBRA, from realigning LEAD.
- "Summary 95 COBRA" - The costs and savings projected by COBRA for realigning LEAD will be reviewed.
- "COBRA One-Time Costs" - The one-time costs associated with moving LEAD's workload to TOAD and ANAD will be reviewed.
- "COBRA Recurring Costs" - Recurring costs at TOAD and ANAD will be examined. Recurring costs are those costs, such as BASOPS and transportation, which will increase at the gaining installations.
- "COBRA Steady State" - The 95 COBRA steady state savings vs. LEAD's will be summarized.
- "Revised COBRA Cost/Savings" - This chart contrasts 95 COBRA total savings to LEAD's analysis.
- "Conclusions" - We will conclude the briefing with the results of our analysis.

Document Separator

Analysis 95 COBRA

LETTERKENNY

LETTERKENNY

Analysis 95 COBRA

Outline

- Summary 95 Recommendation
- Workload Comparisons
- 95 COBRA Costs/Savings
- COBRA One-Time Costs
- COBRA Recurring Costs
- COBRA Steady State
- Revised COBRA Cost/Savings
- Conclusions

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BRAC 95 Recommendations

Civilian & Military Work Years

LEAD	<u>1970</u>
Eliminate	1180*
Trns to TOAD	300*
AMMO	200
BASOPS/Security/QA	290

Tenant moves	<u>503</u>
Corps of ENGR	2
USA TMDE (District)	60
DFAS	78
MEGA Center	180
Central PA PWC	183

DLA to be Determined 464

Tenants Eliminated	<u>107</u>
AAA	16**
Health Clinic	14**
TMDE SPT GP1	12**
USAMEA	21**
USA CECOM	1
DRMO	37
DEF Print SVC	6

Tenants Remain	<u>453</u>
LOGSA	142***
SIMA	310***
Missile Command	1

Foot note:

- * Will Move for Mission Requirements
- ** Will Move Based on Tenant Input
- *** AMCSO Memo, 21 Mar 95, Subject: BRAC 95 Implementation Planning Guidance - Discretionary Moves

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- We will conclude the briefing with the results of our analysis.

Workload Comparisons

5 Year Trend - Pre BRAC

Work Years	FY95	FY96	FY97	FY98	FY99	Change 95-99
TOAD	1929	2227	2456	2305	2311	382
RRAD	1269	1216	1334	978	924	-345
ANAD	1692	1843	1471	1124	1092	-600
LEAD	1161	1524	1534	1228	1215	54

(Source: BRAC Data Call #6)

New Order Base (Only)	FY95	FY96	FY97	FY98	FY99
LEAD	1161	1524	1534	1228	1215
Artillery/Paladin	692	784	770	402	284
TACMSI/Patriot	469	740	764	826	931

Chart 3 - "95 BRAC Recommendations - Civilian & Military Man Years".

- The man years shown outside the circle are the net result of the BRAC 95 recommendations. Totals are shown under the heading "COBRA."
- The foot notes detail what will happen.
 - * LEAD employees will not be eliminated (based on chart 6). LEAD employees are required to do the work at TOAD & ANAD.
 - ** Tenants have stated they will not be eliminated, but move somewhere else.
 - *** LOGSA, DLA, & SIMA have been told they will move. *NOTE:* The tenants will provide a briefing to the BRAC staff.
- The "ACTUAL" column shows the best estimate of what will happen.
- Eliminations generate savings; moves drive one-time cost.

Workload Comparisons Capacity

FY 99 Work Year

	Losing Installations			Gaining Installations		
	LEAD Work Years	RRAD Work Years	TOAD Work Years	% of Capacity	ANAD Work Years	% of Capacity
1. <u>95 BRAC Recommendation</u>						
Current FY99 Work years	1215	924	2311	(81%)	1092	(55%)
LEADs FY99 Work years	-1215		+931	(+32%)	+284	(+14%)
RRADs FY99 Work years		-924			+924	(+47%)
BRAC 95 Recommendations	0	0	3242	(+113%)	2300	(+116%)
2. <u>95 Capacity vs 99 Work Years</u>						
BRAC 95 Recommendations	0	0	3242		2300	
FY95 Capacity (100%)			2869		1982	
Work Years Over Capacity			+373		+318	
% Over Capacity			13%		16%	
% Over 85% Capacity			33%		36%	
MCA Costs in COBRA			\$0		\$0	

Chart 4 -" WORKLOAD COMPARISON 5 YEAR TREND"

- The chart looks at the 5-year trend in workload for the four depots, Comparing FY95 to FY99 you can see
 - ▶ TOADs workload increases by 382 work years
 - ▶ RRADs workload decreases by 345 work years
 - ▶ ANADs workload decreases by 600 work years
 - ▶ LEADs workload increases by 54 work years(Sources; FY95 work years are from the FY95 pricing exercise. FY96 to FY99 from BRAC data call #6, para 3.1.b, programmed workload).
- From FY 97 onward, LEAD has the second highest workload totals. Missile work is expected to increase.
- LEAD's workload surge in FY96 and FY97 is a result of the PALADIN Partnership. PALADIN options, FMS sales and new ventures, the partnership will add additional work in the out years.
- **Additional Partnership Possibilities**
 - ▶ HUGH's MISSILE SYSTEMS, team to establish a European missile Depot.
 - ▶ VSE, Inc., team to produce Improved Common Bridle Transporter (ICBT), modified HEMTT.
 - ▶ AAI, Engineering Supporting, joint venture on medical equipment rebuild.
 - ▶ Additional Howitzer/Artillery workload with United Defense (Paladin).
- Bottom chart details LEAD's workload projections by commodity.
 - ▶ Artillery moves to ANAD
 - ▶ TACMSL & Patriot moves to TOAD

Requirements vs Savings Work Years

	TOAD	ANAD	TOTAL
FY96 Projected Strength	1718	1659	3377
FY99 Projected Work Years	<u>3242</u>	<u>2300</u>	<u>5542</u>
Increase in Work Years	+1524	+641	+2165
Additional MSN OH (min) To support Dir Labor Increase (18%)	<u>+274</u>	<u>+115</u>	<u>+389</u>
Total Requirement	+1798	+756	+2554
Transfers LEAD/RRAD	<u>-300</u>	<u>-375</u>	<u>-675</u>
Unfunded Requirement	+1498	+381	+1879
Projected LEAD COBRA Savings			+1180

NO SAVINGS

Army's Original COBRA Projected Personnel Steady Savings of \$59.6M Does Not Exist

NOTE: No Consideration Was Given To The Integration of Assets.

Chart 5 -"FY99 WORK YEAR COMPARISONS"

1. FY95 BRAC Recommendation

- CURRENT FY99 WORK YEARS - This line depicts the projected workload for each depot in FY99. (Source: BRAC DATA call #6)
- LEAD s FY99 WORK YEARS - This line redistributes LEAD's current work projections to TOAD and ANAD IAW the BRAC95 recommendation.
- RRADs FY99 WORK YEARS - This line redistributes RRAD's maintenance work to ANAD.
- BRAC 95 RECOMMENDATION - This line shows the total projected workload from the BRAC95 recommendation. Based on these projections TOAD exceeds their FY95 capacity by 13%, and ANAD 16%.

2. 95 CAPACITY vs. 99 WORK YEARS

- BRAC 95 RECOMMENDATIONS - Total workload from BRAC95 Recommendations.
- FY95 CAPACITY (100%) - This line shows TOADs / ANADs capacity at the FY95 level. (Source: Table 60, Depots Decisions PAD Model (table of 2).)
- MAN-YEARS OVER CAPACITY - This lines shows the man-years TOAD / ANAD need over their present capacity level.
- % OVER CAPACITY - Based on current capacity levels TOAD exceeds 100% by 13 % and ANAD 16 %. This is important to remember when we look at "ONE-TIME COSTS " associated with moving LEAD's workload. Over capacity suggests that both TOAD / ANAD will require construction or building modification. The COBRA Model does not include any associated costs.
- % over 85% capacity - based on work loading at 85% capacity, TOAD is 33% over and ANAD is 36% over.
- BRAC MCA Costs - zero costs were added in COBRA for MILCON.

95 COBRA

Original Cost and Savings

1. One - Time Costs (5 Years 96-01)

	<u>\$M</u>
Personnel/Other	45.30
*Construction	00.00
*LEAD Equip	5.00
*TAC Missile	<u>00.00</u>
	50.30

2. Recurring Costs (5 Years 96-01)

BOS TOAD	1.20
*BOS ANAD	0.00
BOS BASE X	3.60
MIL HSE Allow	.30
*Transportation/Integration	<u>0.00</u>
	5.10

3. Total Cost 5 Years 55.40

4. One - Time Savings (5 Years 96-01)

	<u>\$M</u>
Military Moving	.020

5. Recurring Savings (5 Year 96-01)

Personnel	196.70
BOS/RPMA	<u>65.20</u>
	261.90

6. 5 Year Net Savings

One - Time Costs	+50.30
Recurring Costs	+5.10
One - Time Savings	-.02
Recurring Savings	<u>-261.90</u>
	-206.50 Savings

Chart 6 - "REQUIREMENTS vs. SAVINGS WORK YEARS"

- FY96 Projected Strength - from FY96 pricing exercise (latest available data on work years) shows the expected number of direct workers on hand in FY96.
- FY99 Projected Work Years - are the total work years at TOAD and ANAD based on the BRAC95 distribution of LEAD & RRAD's FY99 work load.(See chart 5)
- Increase in Work Years - TOAD 1,524, and ANAD 641.
- Additional Mission Over Head - as direct work increases, mission over head also increases, especially when the commodity mix is different which is the case here. Additional production controllers, supervisors, clerical, test & production equipment maintenance, parts expeditors, engineers, etc. We based the increase on 18% of the increase in direct workers.
- Total Requirement - TOAD 1798, ANAD 756
- Transfers LEAD/RRAD - the 95 BRAC transferred 300 LEAD and 375 RRAD positions. We subtracted these from total requirement.
- Unfunded Requirement - total unfunded requirement is 1879 work years (1498 TOAD & 381 ANAD). Meanwhile COBRA eliminating 1180 work years from LEAD and transferred 300 to TOAD. There is a requirement to move all LEAD workers. LEAD's people weren't moved nor were any new hires added at the gaining installations.
- Bottom Line - the 95 COBRA projected personnel savings of \$59.6M **DOES NOT EXIST**.
- Additional Comments
 - Work year consideration was not given to the integration of the assets at LEAD. LEAD's analysis made no adjustment for this either.
 - **There are more than enough work years for three depots. LEAD's missions transferred but apparently neither the work load nor manpower transferred with it.**

Sources: FY96 pricing exercise
work load - BRAC data call #6
COBRA analysis

One - Time Costs

DOD's BRAC 95
Recommendation

TOTAL One Time Cost COBRA \$50.3M



		1 July 19 95	
PAY TO THE ORDER OF	BRAC 95	\$ 228,800,000.00	
Two Hundred & Twenty Eight Million			DOLLARS
FOR	One Time Costs		U.S. Tax Payer

LEAD Analysis

- Construction (TOAD/ANAD) \$+31.5
- Equipment/Trng (TOAD) \$+15.5
- Missile Consolidation \$+42.0
- LEAD & Tenant Moves \$+139.8

Actual One-Time Costs \$228.8M

Chart 7 "95 COBRA Cost and Savings"

- Total 5 Year - 96 - 01
- This chart shows the summary COBRA numbers concerning LEAD and tenants as were shown on chart 3, "BRAC 95 Recommendations." Asterisks are items ignored by the analysis, and will be accounted for in LEAD's revised analysis.
- One Time Costs - costs to move LEAD's work load to TOAD/ANAD. The \$5.0M contained in the COBRA95 is for equip move to ANAD. What costs are missing? Move Patriot/Hawk/etc equipment to TOAD, construction (MILCON) at both installations, all tenant moves, TAC Missile consolidation at TOAD.
- Recurring Costs - additional costs incurred by the gaining installation. BOS = Base Operations Support, no increase to BOS at ANAD. No transportation costs were included. LEAD's assets will be shipped between LEAD - TOAD - ANAD to have all work done. Asset integration was not considered.
- One Time Savings - includes a cost avoidance for a one - time military move. There were no military reductions through BRAC95. This savings should be zero.
- Recurring Savings - projected savings from realigning LEAD. Personnel savings are driven by the number of jobs eliminated. We have already shown that no jobs will be eliminated, if any thing LEAD's analysis indicates that both TOAD & ANAD will be required to obtain additional resources when LEAD's workload transfers. We will also examine BOS/RPM.
- 5 Year Net Savings - the net of savings less costs. COBRA shows savings of \$206.5M over 5 years (96-01). Chart 12 will compare the 95 COBRA savings to the LEAD's analysis.

COBRA Recurring Costs

Steady State

COBRA ADDED BASOP Costs to TOAD/BASEX \$1.3M

Actual BASOP Costs (TOAD/ANAD) \$2.2M

DOES NOT CONSIDER:

ADDITIONAL Transportation/Testing Costs \$000,000
Integration/Storage _____

Actual Recurring Costs \$000,000

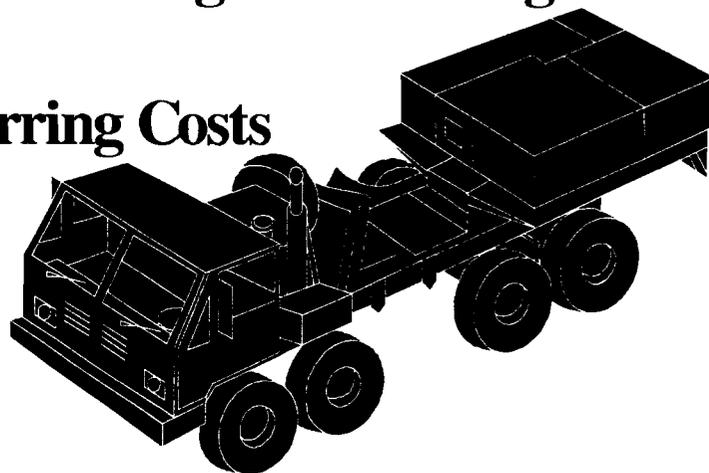


Chart 8 " One - Time Costs"

The 95 COBRA estimated one - time costs at \$50.3M. The 93 COBRA estimated \$119M, to include \$28.9M in MILCON for TOAD & ANAD to accept LEAD's work, before TAC Missile consolidation.

- The 95 COBRA did not include the following
 - Construction Costs (MILCON) - the 93 COBRA included the following

TOAD

Support Mnt Facility
 Missile Mnt Facility } \$8.4M
 RADAR Mnt Facility

ANAD

Gen Mnt Facility
 Artillery Recoil Facility
 Artillery Engines Mnt Facility } \$18.8M
 Artillery End Item Facility
 Missile Carrier Facility

Additional Requirements TOAD

Radar Test Site \$1.7M
 Modulation Test Facility \$0.0M
 Antenna Test Facility \$0.0M
 Radiographic Facility \$0.0M

- Total 93 COBRA was 28.9×1.10 (5% a year) = \$31.8M

- A conservative \$31.5M was added to the 95 COBRA.

- A letter has been issued from AMC to each depot to calculate the MILCON required to carry out the 95 BRAC.

- Equipment transfer costs - the 95 COBRA included \$5M to transfer Artillery equipment from LEAD to ANAD. No costs were included to move equipment to TOAD or to cover tenant equip moves.

TOAD - based on the BRAC93 recommendations, LEAD and TOAD estimated \$4.9M to move Patriot/Hawk equipment and a training requirement of \$4.2M. $\text{Trng } \$4.2\text{M} \times 1.15 = \4.83M . TOAD equipment $\$4.9\text{M} \times 1.15 = \5.63M

Additional - \$15.465M was added to the COBRA.

- TAC Missile Consolidation - the BRAC95 recommendation is to have missile consolidation at TOAD. No cost estimates were included for this change from the 93 recommendations. The estimated cost at LEAD was \$42M, this amount was added to the 95COBRA to cover the consolidation. (Note: LEAD has already completed over 85% of required renovations). LEAD requires no additional MOD's.

LEAD & Tenant Moves - based on the adjusted numbers of eliminations and moves the COBRA was rerun. Costs for moving tenant equipment were also included.

- The revised one - time costs are estimated to be \$228.8M(this is a conservative number) until all MILCON is detailed.

Note
 \$5M to ANAD
 \$5.635M to TOAD
\$4.83M Trng TOAD
 \$15.465M

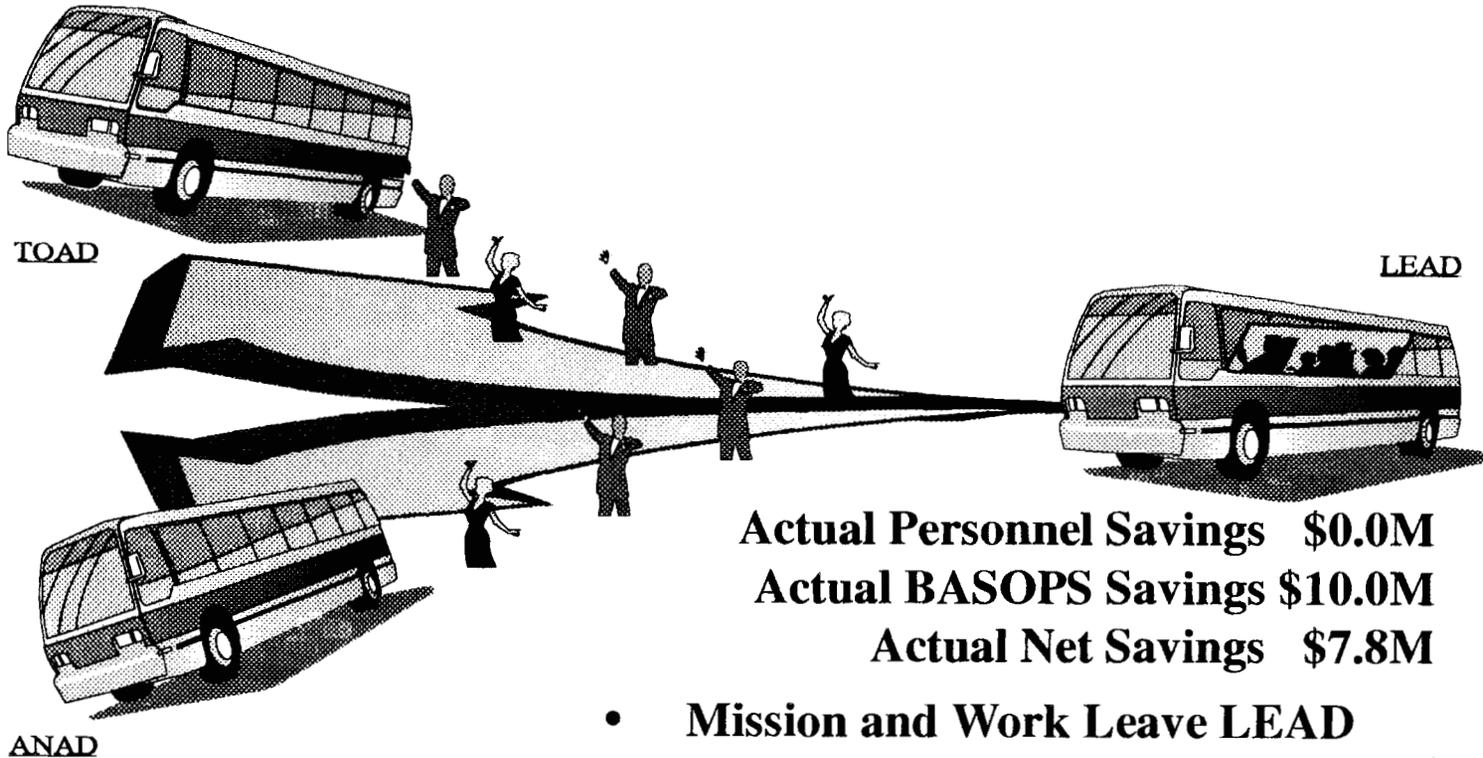
Summary COBRA Analysis

Steady State

COBRA Savings
\$79M

Personnel Savings
\$59.6M

BASOPS/RPMA
\$19.4M



Actual Personnel Savings \$0.0M

Actual BASOPS Savings \$10.0M

Actual Net Savings \$7.8M

- **Mission and Work Leave LEAD**
- **No Resources Reach TOAD or ANAD**
- **COBRA Claimed Savings**

DO NOT EXIST

Chart 9 " COBRA Recurring Costs"

- **Steady State - after transfer of all work**
- **The 95 COBRA analysis added only \$1,296,000 steady state, in base operation costs to cover both TOAD and ANAD.**
- **The annual recurring cost at TOAD & ANAD increases to \$2.2M, from revising BOS data to FY94 actual.**
- **The COBRA model ignored a big recurring cost. The associated transportation & personnel costs with assets being disassembled at one place, parts shipped for maintenance or storage at another, and being returned for integration. Based on analysis of each system, the yearly increase is \$000,000. LEAD does not know the total impact so nothing was added to the revised COBRA.**
- **The Program Managers will end up paying more money for assets, than under the current plan to consolidate at LEAD.**

Summary COBRA Analysis

One - Time Costs (Move LEAD's Work)

LEAD Analysis
\$228.8M

FY95
BRAC
\$50M

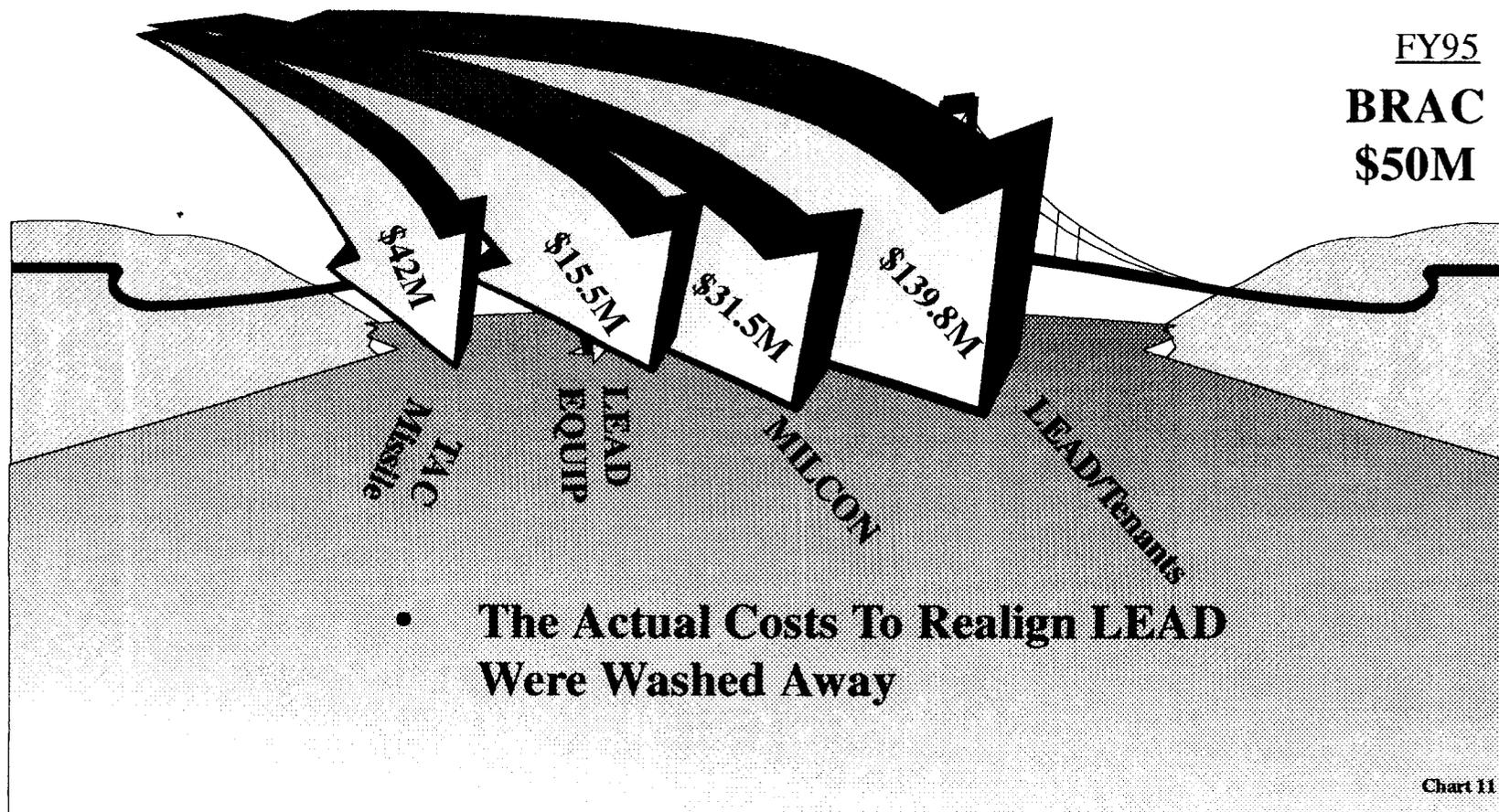


Chart 10 "Summary COBRA Analysis"

- Steady State - after all work transfers
- Mission leaves LEAD, resources (personnel & BASOPS) don't show up at TOAD/ANAD.
- Total COBRA Savings (Steady State)-Shows \$79M per year in personnel eliminations and savings in BOS/RPMA. The fallacy in the COBRA is that it moves LEAD's workload / missions without resources to do the work.
- Personnel Savings - the personnel savings of \$59.6M does not exist. The same resources will be required. Especially at TOAD where there is no opportunity to eliminate duplicate equipment or better utilize people. LEAD's mission is different from what is currently being done at either installation.
- BASOPS - the only possible savings from realigning LEAD is the \$10.0M in savings from reducing base support functions net savings are only \$7.8M. Further reductions are not possible since AMMO, integration, disassembly and storage remain.
- The COBRA model loaded a base operations support (BOS) and RPMA cost of \$55.9M for LEAD. This figure includes costs to support Savanna Army Depot Activity and all tenants. These should not have been included. The actual costs for LEAD should have been \$37.8M, actual FY94. TOAD & ANAD were also adjusted to 94 actual.
- Steady State savings are only \$7.8M when you subtract added BASOPS at TOAD/ANAD.

95 COBRA savings	\$79.0M
actual saving	<u>\$7.8M</u>
Overstated by	\$71.2M per year

Revised 95 COBRA

Actual Cost and Savings

1. One - Time Costs (5 Years 96-01)

	<u>\$M</u>
Personnel/Other	139.80
* <i>Construction</i>	31.50
* <i>LEAD Equipment</i>	15.50
* <i>TAC Missile</i>	<u>42.00</u>
	228.80

2. Recurring Costs (5 Years 96-01)

BOS TOAD	1.80
BOS ANAD	1.00
BOS BASE X	0.00
* <i>Trans/Integration</i>	<u>0.00</u>
	2.80

3. Total Cost 5 Years 231.60

4. One - Time Savings (5 Years 96-01)

	<u>\$M</u>
Military Moving	.02

5. Recurring Savings (5 Year 96-01)

Personnel	0.00
BOS/RPMA	0.42

6. 5 Year Net Savings

One - Time Costs	+228.80
Recurring Costs	+2.80
One - Time Savings	-.02
Recurring Savings	<u>-0.41</u>
<u>Net Cost</u>	<u>+231.20M</u>

Chart 11 "Summary COBRA Analysis"

- One-time transfer costs are very significantly underestimated.

- The COBRA ignored costs to move all tenants and LEAD's work force to do the mission at TOAD & ANAD.
 - ▶ COBRA ignored Missile Consolidation costs at TOAD
 - ▶ COBRA ignored EQ transfer costs to TOAD
 - ▶ COBRA ignored construction/modification costs required at TOAD/ANAD - ** in March 1995 the IOC sent a memo to each depot asking for an estimate of construction required to carry out BRAC 95.
 - ▶ COBRA understated costs to move LEAD & tenants
 - ▶ *TOAD may have Congressional Funding for a \$35M Project that is in the 30% design phase. These funds cannot be ignored if they relate to LEAD missions moving to TOAD.

- The COBRA Analysis does not accurately reflect the true picture.

95 COBRA one - time costs	\$50.3M
actual one - time costs	<u>\$228.8M</u>
understated by	\$178.5M

- This analysis is conservative, the following was not included:
- Loss of Productivity/Learning Curve
 - Transportation Costs between LEAD, TOAD, & ANAD
 - Integration costs at LEAD
 - Any environmental clean-up
 - Extra moving costs for DLA (used \$44.9M estimated at \$99M)
 - Any MILCON associated with tenant moves

COBRA vs Actual Impact

	COBRA	vs	ACTUAL COST
5YR Net Savings/Cost	-\$206.6M		+\$231.2M
20YR Net Present Value	-\$952.2M		+\$138.6M
Steady State Savings	-\$77.8M		-\$7.3M

Breakeven Year Is ????

- Savings

COBRA gave up at
2095

+ Costs



Chart 12 "Revised 95 COBRA LEAD"

- 5 Years - 96 - 01
- This chart replicates chart 7, Summary 95 COBRA. but has been revised to show a more realistic cost. This is a conservative estimate until all MILCON, transportation costs, etc. are defined.
- One - Time Costs - MILCON, tenants move, equipment moves, TAC Missile consolidation at TOAD and revised estimate for LEAD was developed. The total MILCON bill is not known.
- Recurring Costs - BOS costs were adjusted based on the actual FY94 costs. The additional transportation and integration costs were not included because an estimate hasn't been developed. For one asset, it appears that up to \$5,000.00 could be added.
- Recurring Savings - there are no personnel savings from realigning LEAD. BOS/RPMA savings were adjusted based on the adjusted costs for LEAD.
- Comparison of 5 Year Net Savings

	<u>COBRA</u>	<u>ADJUSTED COBRA</u>
One - Time Costs	+\$50.0M	+228.8M
Costs	+\$5.0M	+2.8M
One - Time Savings	-\$0.02M	-.02M
Recurring Savings	<u>-\$261.9M</u>	<u>+41M</u>
	-\$206.9M savings	+\$231.2M COST

- ▶ There are no 5 Year Savings
- ▶ MILCON will require a minimum of 4 to 5 years.
- ▶ ANAD will require time to take RRAD's work load
- ▶ TAC Missile at LEAD is immediate savings

Conclusions

Actual Steady State Savings (Net)	\$7.3M
Missile Consolidation Savings (Yearly)	\$32.0M
Savings From PALADIN Partnership (5 Years)	\$61.0M
Savings One-Stop Shop	\$00.0M

- **No Savings from BRAC 95**
- **Advantages of BRAC 93**
 - **Achieves Actual DOD Consolidation**
 - **Achieves Greater DOD Savings**
 - **Savings Realized in Few Years vs 100+ Years**
 - **No Additional MILCON Required**
 - **Tenants Stay in Place, No Cost To Move**
 - **Saves Artillery War Time Capability**
 - **Partnership Can Continue To Grow**

Chart 13 "COBRA vs. ACTUAL IMPACT"

- 5 YR. NET - (1996-2001) COBRA projected a savings to DOD of \$206.6M over the 1st 5 years. Based on the construction requirement, we estimate no moves will happen until 2001. MCA requires a 5 year period from start to completion of the facility. The actual impact is that by the end of 2001, BRAC 95 will cost DOD \$231.2M.
- 20 YEAR NPV - Over a twenty year period COBRA shows a saving of \$952.2M. The actual impact is no savings. The actual NPV at the end of twenty years will be a cost of \$138.6M.
- STEADY STATE SAVINGS- COBRA estimated net steady state savings of \$77.8M from personnel and base support reductions to do realigning LEAD. The actual savings are \$7.3M in base support.
- BREAK-EVEN YEAR - over 100 years

Chart 1 - "Analysis 95 COBRA"

Purpose of Briefing - To provide a preliminary analysis of COBRA data as it pertains to the costs and savings projected for LEAD, based on the 95 BRAC recommendations. This analysis assumes Letterkenny's (LEAD) total funded workload moves to Tobyhanna and Annston.

- The COBRA model is full of factors and subfactors which make the model tedious to review. Our approach was to verify or disavow data at the macro level. Does the cost or savings make sense, based on past studies, analysis etc. to include the FY93 BRAC analysis?
- The COBRA model only considered the scenario of realigning LEAD's Maintenance Mission. Other options (eg. TOAD's work coming to LEAD, ANAD's work coming to LEAD, etc.) apparently weren't considered. Although it was apparently determined early on that ANAD was the only depot who could work on tanks, both LEAD & RRAD have worked on tanks in the past. TOAD's work is on small commodities (eg radios). LEAD commodities are large. TOAD has over 800,000 sq. ft of covered bldgs, LEAD has over 1.2M sq. ft. It may be cheaper to move to LEAD.
- The COBRA did not compare the scenario of realigning LEAD's work to the BRAC 93 recommendation of consolidating TAC Missiles and leaving Artillery in place.
- Army analysis also bases capability/capacity on direct labor hours (DLH's) not suitability of facilities or sq. ft available for work. For example, if depot "A" has the ability to work 2.0M DLH's on their commodities, and their current work load is only 1.0M DLH's, Army assumes that any commodity can be moved to depot "A" and be performed, even when the commodities are very different.
- This briefing is not intended to close one depot over another. Our purpose is to point out inconsistencies in the Army's analysis and the impact on the financial analysis performed via the COBRA. This briefing will contrast the Army's COBRA results with the more accurate COBRA results if a thorough analysis of all contributing factors had been considered.
- The difference between the 95 COBRA and LEAD's financial analysis are staggering. As we go through this briefing, it will be apparent that LEAD's analysis is conservative and not grandiose. There has been no attempt to overstate the flaws in the 95 COBRA.

Chart 3 - "95 BRAC Recommendations - Civilian & Military Man Years".

- The man years shown outside the circle are the net result of the BRAC 95 recommendations. Totals are shown under the heading "COBRA."
- The foot notes detail what will happen.
 - * LEAD employees will not be eliminated (based on chart 6). LEAD employees are required to do the work at TOAD & ANAD.
 - ** Tenants have stated they will not be eliminated, but move somewhere else.
 - *** LOGSA, DLA, & SIMA have been told they will move. *NOTE:* The tenants will provide a briefing to the BRAC staff.
- The "ACTUAL" column shows the best estimate of what will happen.
- Eliminations generate savings; moves drive one-time cost.

Chart 14 "Conclusions"

- COBRA omissions were detailed in this briefing, one fallacy was the omission of running various scenarios of bringing work to LEAD, in particular continuing with the 93 BRAC recommendations to:
 - ▶ Consolidate TAC Missiles
 - ▶ Retain Artillery

- No consideration was given to further development of Partnersshipping and possible future savings being realized from joint ventures like PALADIN.

- THE ONE-STOP SHOP for Missiles was not considered.

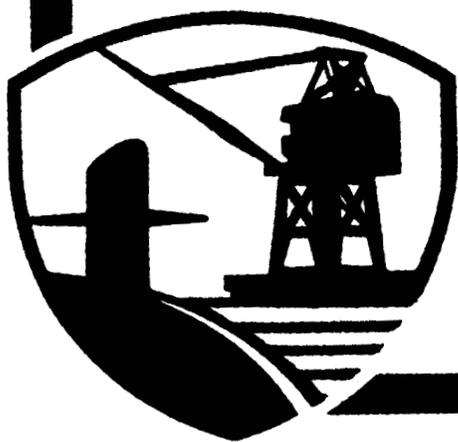
- These charts show a comparison of potential savings from these various scenario and offers some advantages over the 95 BRAC recommendation

- LEAD can support:
 - ▶ Artillery MSL Maint
 - ▶ Tanks Patriot/Hawk
 - ▶ Electronics Ground Mat Support Equip
 - ▶ Radar

Previous charts show many errors and omissions within the COBRA model.

Document Separator

PORTSMOUTH NAVAL SHIPYARD





Defense Base Closure and Realignment Commission

Portsmouth Naval Shipyard Regional Hearing

Agenda

Saturday, 3 June 1995 - 8:30 - 10:05 a.m.

- *WELCOME AND REMARKS*

The Honorable Alan Dixon, Chairman, Defense Base Closure and Realignment Commission

- *CRITERIA SIX: ECONOMIC IMPACT*

The Honorable Angus S. King, Governor of Maine
The Honorable Stephen Merrill, Governor of New Hampshire

- *CRITERIA SEVEN: COMMUNITY INFRASTRUCTURE*

Mr. Philip McCarthy, Town Manager, Kittery, Maine
The Honorable Eileen Foley, Mayor of the City of Portsmouth, New Hampshire

- *SHIPYARD PRESENTATION*

- *Introductory Remarks*

CAPT. Carl N. Strawbridge, USN, Shipyard Commander

- *Presentation*

Ms. Anne M. Stillman, Shipyard Nuclear Department Head

- *Concluding Remarks*

VADM George R. Sterner, USN, Commander, Naval Sea Systems Command

- *CONGRESSIONAL DELEGATION REMARKS*

U.S. Senator William S. Cohen of Maine

- *PUBLIC COMMENT*

- *CONCLUDING REMARKS*

The Honorable Alan Dixon



**State of Maine
Angus King, Jr.
Governor**

I would like to thank Chairman Dixon and the members of the 1995 BRAC Commission for this opportunity to address them in support of the Portsmouth Naval Shipyard. The Portsmouth Naval Shipyard represents a huge economic force within the Maine and New Hampshire economies. I am here to describe to you two basic factors about my concern for losing it. The first is the current state of our economy after the recent national recession, and the significance to that economy of the high quality jobs that the shipyard provides. The second is the cumulative effects that the economies of our two small states have already endured due to the national defense downsizing that has occurred since 1989, and exactly what the further implications of a shipyard closure would mean to my citizens.

As Governor of the state of Maine, I join with the citizens of both Maine and New Hampshire in a proud heritage of helping our nation produce and maintain an exemplary military force. From the Aegis destroyers produced in Bath to the LA class submarines at the Portsmouth Naval Shipyard, Maine has always been ready and willing to do our share in ensuring our nation's security.

As our nation has faced the new priority of eliminating excess capacity in our military forces, Maine has also done its share of defense downsizing. However, defense still remains my state's third largest industry and the business of our largest employer, Bath Iron Works. Since 1989, my state of Maine has suffered the loss of over 18,000 direct Department of Defense jobs. For a state with a workforce of approximately 600,000, this is a very significant burden to shoulder.

We have also experienced the recent closure of Loring Air Force Base. The base, in our northernmost county, accounted for 10% of Aroostook County's labor force. These numbers demonstrate that the cumulative impact of defense cutbacks and base closures has hit Maine - part of our nation's most defense dependent region - particularly hard. Persistent defense downsizing has slowed Maine's economic recovery from the recent national recession dramatically. A key point for the commission to take note of is that the type of new jobs being created cannot replace the high-quality, high-paying defense sector jobs with good benefits at a shipyard like Portsmouth. As depicted in Chart #1 of my presentation, the average shipyard worker earned \$41,700 in 1994, while the earnings of the average Maine or New Hampshire citizen was \$24,800.

With the potential closure of the Portsmouth Naval Shipyard, my state faces the worst possible scenario. You can see from chart #2 of my presentation that York County, Maine will suffer the loss of a much larger share of its wages and salaries than would be lost in the three county region as whole, due to the much smaller size of the York County economy. A shipyard closure would force York County to endure a 13.5% loss of total wages and salaries paid within the county.



Besides the effects on these quality jobs and the income they provide to my citizens, it is important for you to note that a shipyard closure would not represent a small share of the defense cutbacks our two state region has already undergone. In fact as chart #3 from my presentation depicts, a shipyard closure would represent 25% of the entire defense related job losses in our region over the past five year period. In my opinion it is extremely important for you to recognize that the 32,000 cumulative defense-related job losses, which we have undergone in our two small and largely rural states since 1989, is not unrelated to the fact that my state of Maine is still experiencing an extremely anemic recovery from the recent national recession. The employment statistics show that while our nation and many of our sister states began showing signs of job growth as early as 1992, as of the end of 1994 Maine was still declining in its employment base.

The closure of the Portsmouth Naval Shipyard, and the loss of the 11,000 jobs that the shipyard creates within our small economy would seriously exacerbate the situation of our slow economic recovery from the recent recession. In fact, as the final chart of my presentation shows (chart #4), the closure of the Portsmouth Naval Shipyard will essentially amount to an equal amount of job loss for York County, Maine as was caused by the recession. I probably don't have to emphasize that a shipyard closure and the related job loss that would come in one fell swoop is likely to cause more pain, and have an even more extreme affect, on the morale of the local citizenry then a recession that spread an equivalent amount of job loss over a four year period.

As a result of this presentation I am sure that you can understand why I am so emphatic about what the implications of a Portsmouth Naval Shipyard closure would mean for my state and especially for York County which is still struggling to regain jobs after a four year period of decline.

Cost Savings of Base Closures to Taxpayers

1. Closure costs up
2. Expected savings down
3. Revenue generated from sales down
4. Strength of area businesses and economic status down

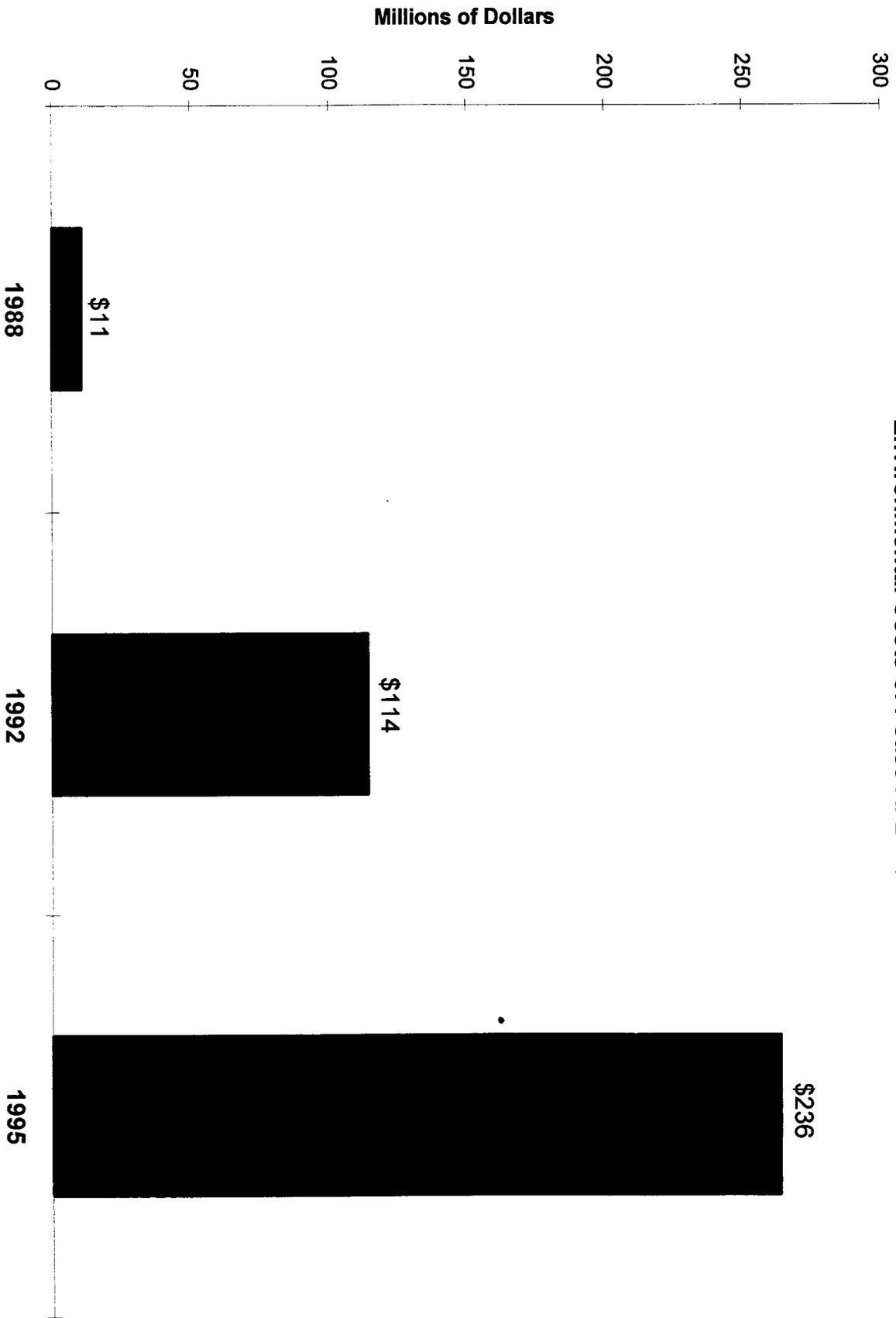
Source: GAO & US News and World Report

Private Buyers Slow to Purchase Real Estate

1. Marketing of un-repaired military structures
2. Fixed costs for communities remain:
streets, power, water
3. Environmental cleanup costs

Source: GAO & US News and World Report

Environmental Costs of Pease AFB Conversion

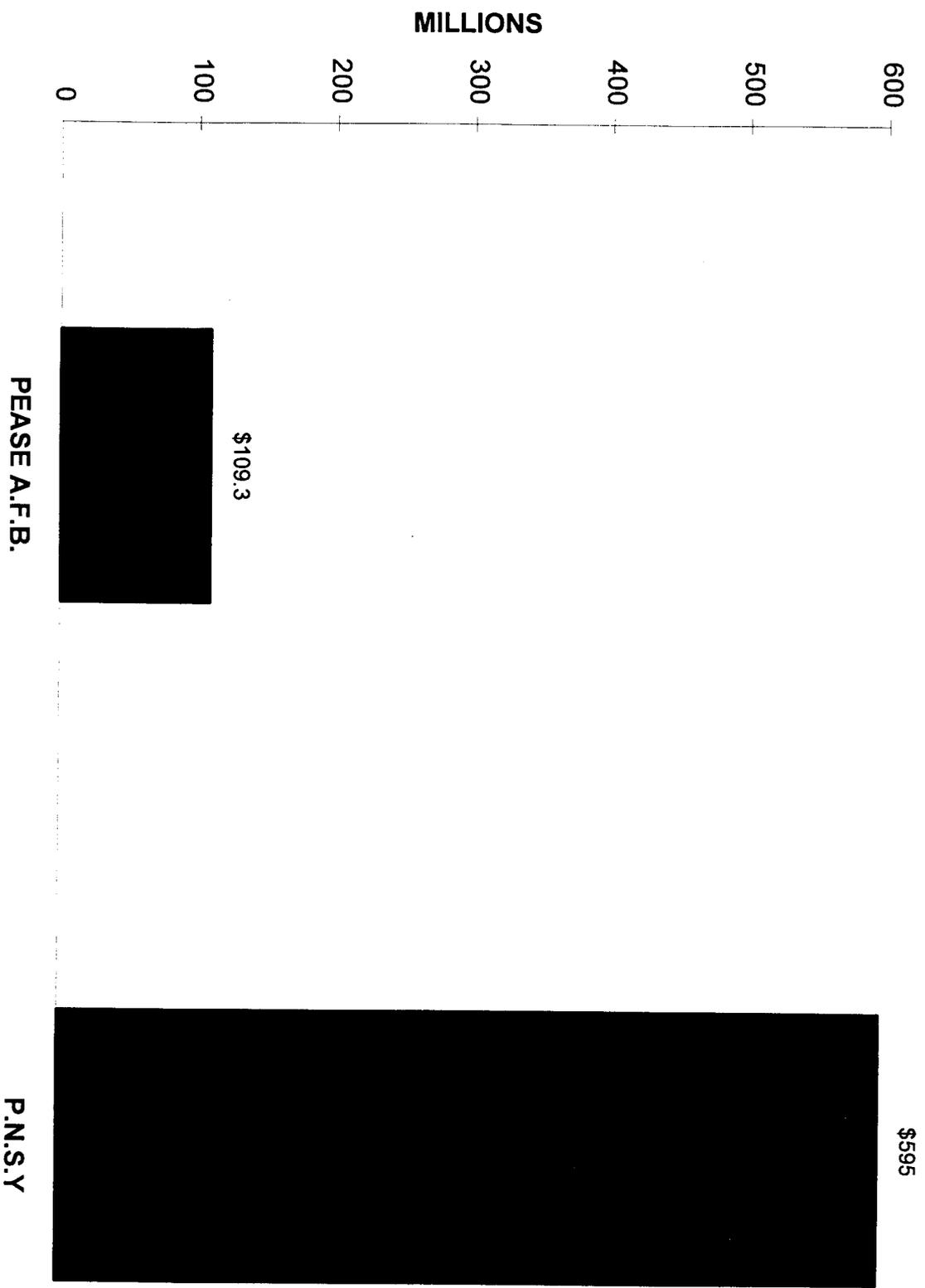


PEASE A.F.B. CONVERSION COSTS

AIRPORT RELATED PROJECTS (conversion from military to civilian)	\$6 MILLION
PROJECTS RELATED TO THE AIR NATIONAL GUARD	\$23.5 MILLION
BONDING & INFRASTRUCTURE	\$33.5 MILLION
PEASE DEVELOPMENT AUTHORITY DEBT	\$16 MILLION
ENVIRONMENTAL CLEANUP COST	<u>\$263 MILLION</u>
TOTAL	\$342 MILLION

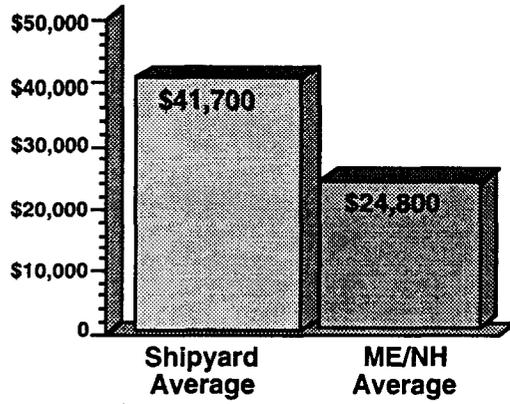
-statistics provided by the Pease Development Authority and The State of New Hampshire,
Department of Environmental Services

PEASE A.F.B. - P.N.S.Y INCOME COMPARISON



PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

Annual Wage & Salary: 1994
(Shipyards Average vs. ME/NH Average)

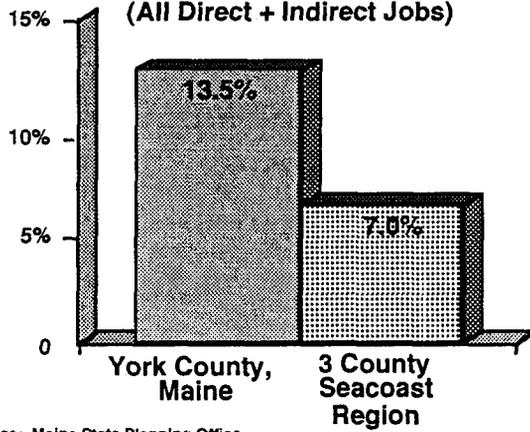


Data Source: U.S. BEA Wage and Salary Data/Portsmouth Naval Shipyards

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

Shipyard's Share of Local Wages

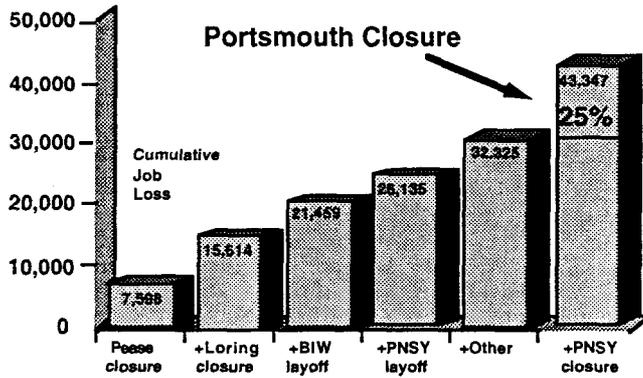
(All Direct + Indirect Jobs)



Data Source: Maine State Planning Office

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

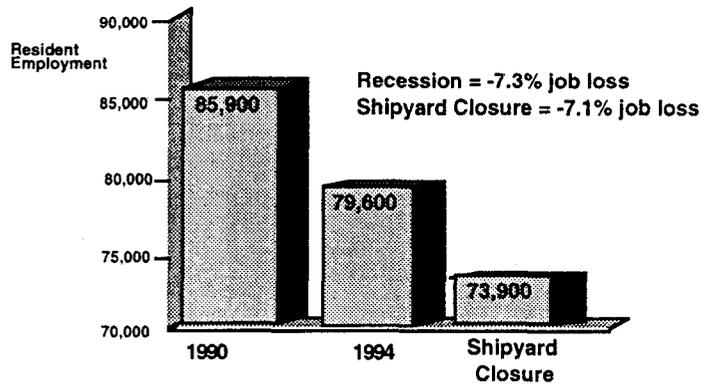
Cumulative Defense Related Job Losses
(In Maine & NH since 1989)



Data Source: Maine State Planning Office

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

Employment: York County, Maine
(Shipyards Closure = Recession)



Data Source: Maine State Planning Office/Maine Department of Labor

State of Maine



WHEREAS, from the earliest days of the settlement of the colonies of the new world shipbuilding was a proud and mighty industry of our forefathers; and

WHEREAS, the shipbuilding industry along the coast of New England is a true reflection of the strength and rectitude of the people that carved this country out of wilderness and laid the foundation upon which it stands to this day; and

WHEREAS, the Portsmouth Naval Shipyard is a cornerstone of American history having a maritime heritage that predates The United States of America by more than a century; and

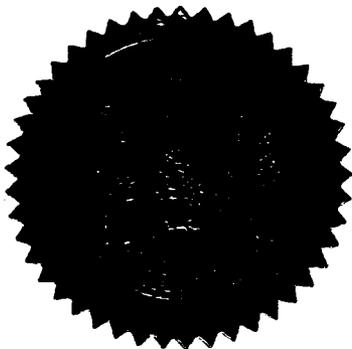
WHEREAS, the Portsmouth Naval Shipyard is today one of our nation's most modern facilities serving the United States Naval Forces with the cutting edge of technology and a workforce known for integrity, honesty, hard work and getting the job done as scheduled; and

WHEREAS, the Portsmouth Naval Shipyard is a vital component of the fabric of life here in Northern New England and a key player in the defense of our country from the time of our Revolution to the edge of the next millennium and beyond,

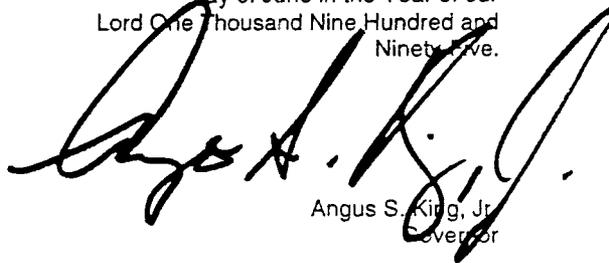
NOW, THEREFORE, I, ANGUS S. KING, JR., Governor of the State of Maine, do hereby proclaim the month of June, 1995 as

PORTSMOUTH NAVAL SHIPYARD MONTH OF HONOR

throughout the State of Maine, and urge all citizens to join in support of the Portsmouth Naval Shipyard to remain open and to continue it's paramount role in maintaining peace here in America and throughout the free world.



In testimony whereof, I have caused
the Great Seal of the State to be
hereunto affixed GIVEN under my
hand at Augusta this second
day of June in the Year of our
Lord One Thousand Nine Hundred and
Ninety Five.



Angus S. King, Jr.
Governor



G. William Diamond

State of Maine

In the Year of Our Lord Nineteen Hundred and Ninety-Five

JOINT RESOLUTION RECOGNIZING THE PORTSMOUTH NAVAL SHIPYARD AT KITTERY, MAINE

Whereas, more than 3 centuries ago along the banks of the Piscataqua River, our nation's earliest settlers began chopping down trees and perfecting their skill at building ships; and

Whereas, from the construction of the frigate HMS Falkland for the Royal Navy in 1690 to present day overhauling of Los Angeles Class submarines, the tradition of building ships continues along the Piscataqua River at the Portsmouth Naval Shipyard at Kittery, Maine; and

Whereas, the Portsmouth Naval Shipyard at Kittery, Maine has provided an opportunity to generations of shipyard workers to practice their craftsmanship and develop the skills that have played a key role in the nation's defense for nearly 200 years; and

Whereas, due to the shipyard's continued modernization of its facilities and the technological expertise of its workforce, it has remained the premier facility for the repair and maintenance of submarines, which are the backbone of the fleet of the United States Navy; and

Whereas, June 2nd and 3rd will be observed as Portsmouth Naval Shipyard Days; now, therefore, be it

Resolved: That We, the members of the 117th Legislature of the State of Maine, now assembled in the First Regular Session, take this opportunity to commend all of the shipyard's workforce who remain second to none in the repair and modernization of submarines and offer our support for continued success in serving the United States Navy; and be it further

Resolved: That suitable copies of this resolution, duly authenticated by the Secretary of State, be transmitted to Commander Carl Strawbridge and to each member of the Maine Congressional Delegation.

House of Representatives
Read and Adopted

June 1, 1995

Set up for Concurrence

Joseph W. Mayo
JOSEPH W. MAYO
Clerk

H.P. 1114

ATTEST: *John J. Loh*
Speaker of the House of Representatives

In Senate Chamber
Read and Adopted

June 1, 1995

In Concurrence

May M. Ross
MAY M. ROSS
Secretary

ATTEST: *Nathan H. Fernald*
President of the Senate

Sponsored By:

Rep. David N. Orr
of York

Cosponsored By:

Rep. Joseph G. Carleton, Jr.
of Wells

Rep. Howard A. Chick
of Lebanon

Rep. Wesley Farnum
of South Berwick

Speaker Dan A. Gwadosky
of Fairfield

Rep. Steven Joyce
of Biddeford

Rep. Jeffery Joyner
of Hollis

Rep. George J. Kerr
of Old Orchard Beach

Rep. Lloyd P. LaFountain, III
of Biddeford

Rep. Kenneth F. Lemon
of Kittery

Rep. Jack L. Libby
of Kennebunk

Rep. James D. Libby
of Buxton

Rep. John F. Marshall
of Eliot

Rep. Michael J. McAlevy
of Waterboro

Rep. Eleanor M. Murphy
of Berwick

Rep. Guy R. Nadeau
of Saco

Rep. Richard A. Nason
of Acton

Rep. Norman R. Paul
of Sanford

Rep. Theodore M. Poirier
of Saco

Rep. Harry O. True
of Fryeburg

Rep. John L. Tuttle, Jr.
of Sanford

Sen. Mark W. Lawrence
of York County

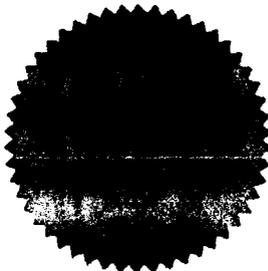
President Jeffrey H. Butland
of Cumberland County

Sen. David L. Carpenter
of York County

Sen. W. John Hathaway
of York County

Sen. Willis A. Lord
of York County

Sen. Joan M. Pendergast
of Cumberland County



In Testimony Whereof, I have caused the seal of the State to be hereunto affixed. GIVEN under my hand at Augusta, this first day of June, in the year one thousand nine hundred and ninety-five.

Bill Stearns
Secretary of State

State of Maine

In the Year of Our Lord Nineteen Hundred and Ninety-Five

JOINT RESOLUTION MEMORIALIZING THE CONGRESS OF THE UNITED STATES ON THE FUTURE OF THE UNITED STATES NAVAL SHIPYARD AT KITTERY, MAINE

Be, your Memorialists, the members of the One Hundred and Seventeenth Legislature of the State of Maine, now assembled in the First Regular Session, most respectfully present and petition the Congress of the United States as follows:

Whereas, the Department of the Navy has maintained a shipyard at Kittery, Maine since June 12, 1800; and

Whereas, the United States Naval Shipyard at Kittery has performed duties in an exemplary manner throughout its almost 2 centuries of history; and

Whereas, the Kittery shipyard is one of the most up-to-date facilities available in the United States for the repair, overhauling and refueling of naval vessels; and

Whereas, the communities in Maine, New Hampshire and Massachusetts located near the Kittery shipyard offer an abundance of highly trained, skilled and experienced workers who have an outstanding work ethic; and

Whereas, the State of Maine is firmly committed to actively supporting the continuation of the United States Naval Shipyard at Kittery; now, therefore, be it

Resolved: That We, your Memorialists, respectfully recommend and urge the Congress of the United States to continue to operate, develop and diversify the United States Naval Shipyard at Kittery, Maine; and be it further

Resolved: That we further urge the Congress of the United States to take all necessary action to ensure that the Kittery shipyard remains an integral component in a post-Cold War defense strategy; and be it further

Resolved: That suitable copies of this Memorial, duly authenticated by the Secretary of State, be transmitted to the Honorable William J. Clinton, President of the United States, to the President of the Senate and the Speaker of the House of Representatives of the Congress of the United States and to each Member of the Maine Congressional Delegation.

In Senate Chamber
Read and Adopted
February 23, 1995
Sent down for Concurrence
May M. Ross
MAY M. ROSS
Secretary

House of Representatives
Read and Adopted
February 23, 1995
In Concurrence
Joseph W. Mayo
JOSEPH W. MAYO
Clerk

S.P. 252

ATTEST: *Jeffrey H. Butland*
President of the Senate

ATTEST: *Dea. G. S. G. G.*
Speaker of the House of Representatives

Sponsored By:

Sen. Mark W. Lawrence
of York County

Cosponsored By:

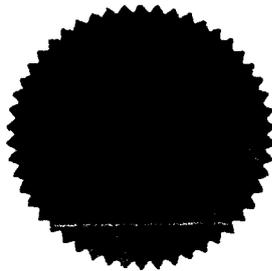
Sen. Jane A. Amero
of Cumberland County
Sen. Beverly Mixer Bustin
of Kennebec County
President Jeffrey H. Butland
of Cumberland County
Sen. David L. Carpenter
of York County
Sen. W. John Hathaway
of York County
Sen. R. Leo Kieffer
of Aroostook County
Sen. Willis A. Lord
of York County
Sen. Dale McCormick
of Kennebec County
Sen. Joan M. Penhaxer
of Cumberland County
Rep. Kenneth F. Lemont
of Kittery

Rep. Joseph Q. Carleton, Jr.
of Wells
Rep. Howard A. Chick
of Lebanon
Rep. Wesley Parrum
of South Berwick
Speaker Dan A. Owadocky
of Fairfield

Rep. Paul F. Jacques
of Waterville
Rep. Steven Joyce
of Biddeford
Rep. Jeffery Joyner
of Hollis
Rep. George J. Kerr
of Old Orchard Beach

Rep. Lloyd P. LaFountain, III
of Biddeford
Rep. Priscilla Lane
of Enfield
Rep. Jack L. Libby
of Kennebunk
Rep. James D. Libby
of Buxton

Rep. Michael J. McAlevy
of Waterboro
Rep. Eleanor M. Murphy
of Berwick
Rep. David N. Orr
of York
Rep. Theodore M. Poirer
of Saco
Rep. Harry G. Truc
of Fryeburg
Rep. Peter P. Truman
of Biddeford
Rep. John L. Tuttle, Jr.
of Sanford
Rep. Walter E. Whitcomb
of Waldo



In Testimony Whereof, I have caused the seal of the State to be hereunto affixed. GIVEN under my hand at Augusta, this twenty-fourth day of February, in the year of our Lord one thousand nine hundred and ninety-five.

Paul S. G. G.
Secretary of State

Resolution Supporting the Portsmouth Naval Shipyard

WHEREAS, the Department of the Navy has maintained a shipyard at Kittery, Maine since June 12, 1800; and

WHEREAS, the Portsmouth Naval Shipyard has performed in an exemplary manner throughout the almost two centuries of history; and

WHEREAS, the Base Closure Commission will be considering Portsmouth Naval Shipyard for possible closure; and

WHEREAS, the United States Navy has recommended to the Commission that Portsmouth must remain open if the Navy is to accomplish its mission;

NOW THEREFORE BE IT RESOLVED that the Board of Selectmen of the Town of York respectfully recommends and urges the Base Closure Commission to adopt the recommendation of the United States Navy and continue to operate, develop and diversify the Portsmouth Naval Shipyard at Kittery, Maine;

BE IT FURTHER RESOLVED that the Board of Selectmen does hereby proclaim June second and third Nineteen Hundred and Ninety-Five as *Portsmouth Naval Shipyard Days* in recognition of the outstanding contribution the Portsmouth Naval Shipyard makes to our National Defense.

IN WITNESS WHEREOF we have hereto set our hands and caused this seal to be affixed this thirty-first day of May, Nineteen Hundred and Ninety-Five.

Mary Andrews

James B. Bartlett

Lawrence Jackson

Michael Kest

Robert B. McIntire

BOARD OF SELECTMEN
TOWN OF YORK, MAINE

ATTEST:

Mary-Anne Szenjowski

Mary-Anne Szenjowski, Town Clerk

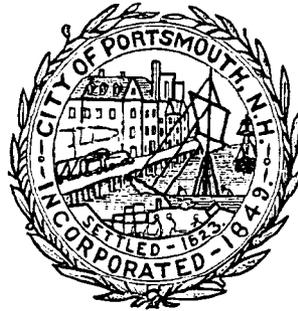


PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995



Infrastructure

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995





**State of Maine
Town of Kittery
Philip McCarthy
Town Manager**

Chairman (Alan) Dixon and members of the Commission:

I am Philip McCarthy, Town Manager of Kittery, Maine and I am here this morning with Eileen Foley, Mayor of the City of Portsmouth, New Hampshire, representing the communities of the Greater Seacoast Area including a portion of both Maine and New Hampshire. All eight members of the Commission had an opportunity to visit the Shipyard and we very much appreciate your efforts to include that in your busy schedule. In as much as you have seen the Shipyard and some of the surrounding communities, my remarks this morning will be very brief.

I would like to draw your attention to the slide of the communities' characteristics. You have the detailed information in your data call and I will not recite those numbers at this time. It is sufficient to state that we have adequate housing for both military and civilian personnel. We have ample recreational and cultural activities. We have a significant number of military retirees. This is in itself a significant statement and I would call it "quality of life". The quality of life available to the military personnel is exceptional.

As I am sure you noticed when you left the Shipyard, you entered a residential community, not an extension of an industrial complex. We have a highly trained and very skilled workforce.

I might add that five years ago the total workforce was slightly over 8,000, and during World War II it exceeded 20,000. The point is we have a workforce capable of responding to the needs of the Shipyard. We are at the hub of the interstate highway system as well as having the availability of rail and water, to meet our transportation needs.

Necessary public utilities, including natural gas if it is deemed to be economically and environmentally viable, are in place. And, we have mutual aid agreements between fire and police departments of local communities and the Shipyard.

In summary, history shows that we have met the needs of the Shipyard. We are currently meeting the needs of the Shipyard. In fact, if needs change in the future requiring increased activity at the Shipyard, we have the infrastructure to meet those needs as well. As this slide states, "Growth can be accommodated with little or no adverse impact on the community infrastructure and with little or no expense".

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

Community Characteristics

- Housing
- Schools
- Recreation
- Cultural Activities
- Residential Community
- Military Retirees
- Work Force
- Transportation
- Utilities
- Fire/Police Protection

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

Community Infrastructure

**“Growth can be accommodated
with little or no adverse impact to
existing community infrastructure
and at little or no additional
expense.”**



State of New Hampshire
City of Portsmouth
Eileen Foley
Mayor

The Portsmouth Naval Shipyard is and always has been the heartbeat of this area. It is a special neighborhood. It would be difficult to find any person who, over the years, has not been touched in some way by this vibrant island in the Piscataqua River. Both service and shipyard retirees stay in this area because they simply like it here. They love to tell stories of World War II and the yard... The wives, sweethearts who became pipefitters helpers, machine helpers, electricians helpers, painters helpers (and I was one of those!). We welcomed the challenges during those war years. We broke every record in submarine building that we had set and then broke every new record that we had ourselves created. And, after the war was over, like every business, industry, every household, we adjusted to peace and a peacetime schedule. Yet, the yard never stood still. It simply changed gears...changed direction when necessary, changed priorities as they looked in to the future. They seemed to be saying:

“We have learned zero defects, quality control, planning for the future. We have lost our marines, our naval prison, our naval hospital...we have acquired great new equipment, a wonderful machine shop, and a fifty million dollar plus huge dry dock complex. We are surviving and doing well! Please look at us.

We are not just computer software, a time card, an employee number. We are shipyard people...all ages, all races, all creeds. We are a closely knit group of truly talented workers from the towns and cities in this Seacoast Area.”

The shipyard has been a vital part in the lives of thousands of citizens who have worked at the shipyard, retired, their children followed the tradition as did their children. Through layoffs, closure threats, bumping rights, tightening of belts, the shipyard personnel have proven their worth. Always upbeat, they have maintained their work excellence. Their performances in all trades are superb. The jobs are completed on time or earlier. They are proud and they deserve to be proud.

The Portsmouth Naval Shipyard is more than an institution. It is a living, working, wonderful part of all our lives. It is truly the heart of this area. Please do not separate us. For our heart would indeed be broken.

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

PORTSMOUTH NAVAL SHIPYARD



Introductory Remarks
SHIPYARD PRESENTATION
(Captain Strawbridge)

Good morning Chairman Dixon and members of the Commission.

Yesterday you saw first hand the Portsmouth Naval Shipyard's modernized facilities and extensive skills and experience base that are in place to meet the Navy's full-service maintenance needs now, well into the future, with special expertise in repairing, refueling and modernizing the Los Angeles Class nuclear submarines.

Throughout this base closure process, I am proud to say that the people of this Shipyard and the surrounding communities have consistently focused on the merits of this Shipyard and its essential role in the Navy maintenance plan. We will continue that approach at this hearing.

I would like now to introduce Ms. Nan Stillman; Ms. Stillman has been a Shipyard employee for over 26 years, is currently a senior shipyard department head and a member of the Naval Civilian Managers and Shipyard Employees Associations. Ms. Stillman will be assisted as required by several other long-term employees of the Shipyard, seated at the table.

Ms. Stillman will be followed by VADM George R. Sterner, Commander, Naval Sea Systems Command to whom I as Shipyard Commander report for the efficient and effective performance of our mission.

Ms. Stillman

Our Assessment

Navy/DOD Conclusion is correct

- **Right balance of capacity and risk**
- **Our capabilities match future needs**

OUR ASSESSMENT
(Ms. Nan Stillman)

Good morning, Chairman Dixon, Commissioners.

Our purpose today is to present information to you supporting the Navy and Department of Defense decision to retain Portsmouth Naval Shipyard.

Our presentation provides information in **two** general areas:

#1 - Why we believe the Navy and DoD recommendations produced the correct balance of capacity reduction and risk,

and

#2 - The match between Portsmouth Naval Shipyard capabilities and the Navy's future needs.

Our presentation will support the conclusions that there was no substantial deviation in the Navy/DoD process and that Portsmouth is the most capable shipyard to support the Navy's future strategy, roles and missions.

Rationale

- **Evaluation of the central factors**
 - **Military value**
 - **Capacity**
- **Our key role in submarine fleet support**
- **Our flexibility beyond mission**

RATIONALE

Our rationale and conclusions are based on:

- An evaluation of the central factors including military value and capacity;
- The fact that we play a vital and necessary role in supporting the Fleet's submarine needs;
- And our flexibility in that we are not limited to just submarine work; performing the Navy's most complex work enables us to do less complex work as well.

Military Value

- **Equal values reflect different capabilities**
- **Portsmouth's significant capabilities include**
 - **Nuclear qualifications and proficiency**
 - **Extensive submarine experience**
 - **Customized facilities**

MILITARY VALUE

The military value matrix assigns points based on the questions asked. Seemingly equivalent numerical scores can be derived from significantly different capabilities. The numerical difference between the scores for Portsmouth and Long Beach is statistically insignificant....particularly when compared to the substantial difference in the type of capability represented by the numbers.

The significant capabilities reflected in Portsmouth's military value score include:

- Nuclear qualifications and proficiency
- Extensive submarine experience
- Customized facilities for 688 Class overhauls and refueling

These capabilities best match the Navy's future needs.

Capacity

- **Navy recognized the indefinite nature of the future submarine workload as a significant risk factor**
- **The majority of future nuclear work is submarines**
- **Further nuclear capacity reduction poses an unacceptable risk**

CAPACITY

Capacity numbers developed by Navy were based on certified data and reflect the guidance used in the certified data calls. They are not absolute values but rather are relative measures. The realism of these numbers is a direct result of the constraints or lack of constraints applied as the numbers were developed.

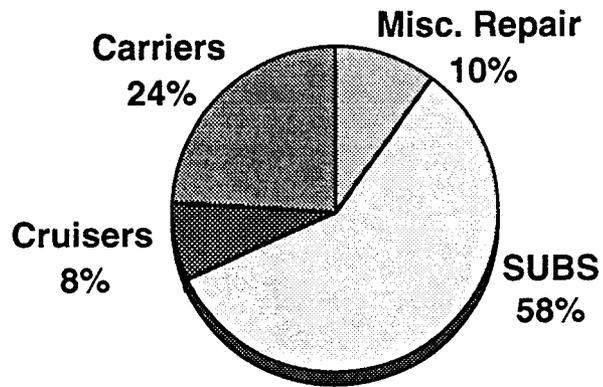
The capacity number used by the Navy was unconstrained and assumed a perfect world, i.e.:

- a sustainable skill mix for the workload over time,
- support facilities always available,
- any shipyard capable of any work,
- unlimited supply of skilled workers.

While this number provides a basis for evaluation, **it cannot stand alone!**

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

**Naval Shipyard FY2001 Nuclear
Workload**



The most significant factor in determining whether capacity is excess or not is future workload. The Navy determined:

“that the size and nature of the future fleet is particularly indefinite” and that there are “potential significant impacts on nuclear workload.”

Workload impacts include: military threats, changing fleet needs, emergent work, and the uncertainty of submarine new construction.

Also considered was what types of ships made up the future nuclear workload. The majority of the future nuclear workload is submarines. This chart shows a typical workload mix with 58% of the work being submarines. [Additionally, 688 Class Refuelings, DMP's and Non-Refueling Overhauls continue through the year 2018.]

In BRAC-91 and 93 there was a larger, and therefore more flexible, industrial base. With three of eight shipyards closed, two of these being nuclear shipyards, the risk of error in closure decisions becomes a greater concern. This is particularly important when considering future fleet nuclear workload requirements for refueling 688 Class submarines.

The Navy used their best judgment of these and other factors as they came to their conclusions. Their conclusion is clear:

FURTHER REDUCTION OF NUCLEAR CAPACITY IS AN UNACCEPTABLE RISK!

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

Our Key Role In Fleet Support

- **Refueling experience**
- **Flexibility/capability**
- **Northeast Regional Maintenance
Center**
- **Submarine center of excellence**

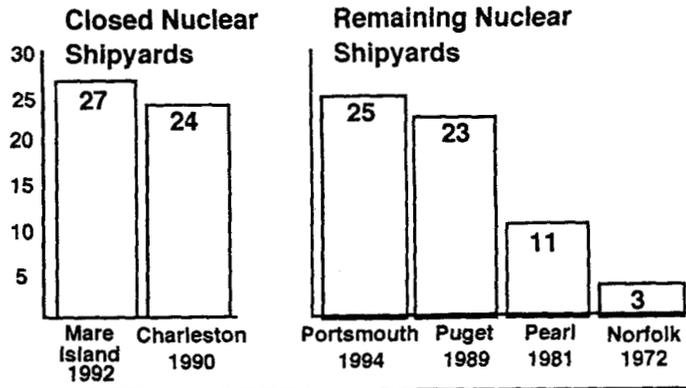
OUR KEY ROLE IN FLEET SUPPORT

Portsmouth plays a key role in supporting the Fleet's current and future needs.

- We have the most extensive submarine refueling experience
- We have exhibited significant flexibility and capability in supporting fleet requirements
- We are assuming a lead role in the Northeast for regional maintenance
- We have served a pivotal role in development of submarine technology and are positioned to support the fleet as the submarine center of excellence.

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

Nuclear Submarine Refueling Overhaul Experience



REFUELING EXPERIENCE

This chart provides the distribution of nuclear refueling submarine overhauls completed at Naval Shipyards. As you can see, previous closure decisions have substantially reduced the Navy's submarine refueling experience and capability base. Only Mare Island and Portsmouth have done 688 Class Refuelings.

The data shown includes the start dates for the most recent refueling overhaul at each shipyard. As you can see, Portsmouth's most recent start was last year, Puget's was in 1989, Pearl's was in 1981, Norfolk's was in 1972.

Portsmouth is the remaining shipyard with:

- the most refueling experience
- the most current refueling experience
- and is the only shipyard with 688 Class refueling experience.

Our nuclear refueling capability is essential to support Navy's future needs.

PORTSMOUTH NAVAL SHIPYARD
REGIONAL HEARING 1995

Northeast Regional Maintenance Center

Opportunity to improve efficiency

- **A regional concentration of submarine activities**
- **Largest Navy industrial facility**
 - **Broadest capability**
 - **Greatest capacity**

REGIONAL MAINTENANCE

Given the large number of submarine mission related activities in the Northeast, shared functional support makes good sense and should prove an easy transition. From what the Northeast and other regions have experienced, regional maintenance improves efficiency and reduces the cost to maintain irreplaceable defense assets.

Portsmouth is playing a vital and central role in Navy's development of Regional Maintenance in the Northeast. When compared to other industrial activities, Portsmouth clearly enters the arena with the widest range of diverse capabilities and the greatest capacity to support regional maintenance consolidations.

Portsmouth is, and will continue to be, the absolute key to successful implementation of regional maintenance within the Northeast.

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Fleet Support

Flexibility/Capability

- **East and West Coast**
- **Planned/Unplanned**
- **Submarines/Surface**
- **Ships/Components**

FLEET SUPPORT FLEXIBILITY/CAPABILITY

We are extremely flexible in responding to the fleet's needs. We do major submarine work on both coasts - Kittery, Maine, New London, Connecticut, Norfolk, Virginia, and San Diego, California.

We respond to emergent requests whenever and wherever called, including Hawaii, Guam, Italy...among others. While our mission is primarily submarines, we perform work on surface ships, including recent work on frigate's, cruisers and Coast Guard cutters.

Additionally, we have become the Navy's experts in performing component repairs such as propulsion shafts and motor generator sets.

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**Submarine Center Of
Excellence**

- **Facilities**
- **People**
- **Submarine work
discipline**

SUBMARINE CENTER OF EXCELLENCE

We are currently positioned as the submarine center of excellence based on our facilities, people, and submarine work discipline.

Our facilities are modern, well maintained, and customized for accomplishing submarine work. Our drydock complex is the most modern and efficient in the country for refueling and overhauling 688 Class submarines.

Our environmental performance in operating these facilities has been recognized by the State of Maine and the Secretary of the Navy.

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We Are
THE Shipyard To
Support The
Submarine Force

CONCLUSION

Our people carry forward the experience in submarine design, construction, overhaul, modernization, and refueling going back to 1914....over 80 years of experience on submarines.

These people, those you saw yesterday, those behind me on this stage and the large contingent seated before you are the source of the skills and capabilities necessary to perform the Navy's most complex work -- submarines.

Each and every one of them understands the discipline, the rigor and the values that are absolute requirements for work on nuclear submarines.

As a result of this unique blend of tradition, experience, facilities, and the dedication of our people to submarine work, we are moving into the future as the submarine center of excellence.

WE ARE THE SHIPYARD TO SUPPORT THE SUBMARINE FORCE