

ACCESS AGREEMENT

The City of Hampton, Virginia, (hereinafter the CITY) hereby grants the UNITED STATES NAVY, acting by and through the Commanding Officer, Naval Facilities Engineering Systems Command, Mid-Atlantic (hereinafter the NAVY), permission to use at no cost the following described real property (hereinafter the PREMISES):

Access to the Mill Creek Pier located behind the Fort Monroe Community Center at 100 Stillwell Road, Fort Monroe, VA 23651 as shown on Exhibit A, for Realistic Military Training (RMT) for the term indicated in Provision 2.

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

1. FOR AND IN CONSIDERATION of the desire to assist the United States of America in its military defense efforts, CITY gives to NAVY the right to access the facilities at no cost to the NAVY. It is mutually agreed that nothing herein shall be construed as a commitment or obligation of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341 et. Seq.
2. This Access Agreement (the Agreement) shall grant above described use for the following term:

15 July 2022 through 14 July 2027
3. The PREMISES shall be used by the NAVY on a temporary basis not to exceed a total of sixty (60) days per the term of this Agreement to conduct Realistic Military Training (RMT). In coordination with the CITY, the NAVY shall exercise such control over the above described PREMISES as the NAVY deems necessary. The NAVY shall not be permitted to make any permanent, structural modifications to the PREMISES without the prior written consent of the CITY.
4. To the extent allowable under Federal law, and subject to the availability of funds, the NAVY shall endeavor to promptly restore the PREMISES to the same, or as good a condition as existed on the date of entry under this Agreement .except for reasonable wear and tear. The parties agree to complete the Joint Inspection and Inventory Report at Exhibit B within 30 days of execution of this Agreement, which report will reflect the condition of the PREMISES immediately prior to the Navy's RMT activities hereunder. This Agreement does not obligate Navy to expend any appropriated funds. Nothing in this Agreement is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1342).
5. The Navy will be liable for damage to persons or property arising from the negligent actions or inactions of its employees or agents under this agreement in accordance with the procedures and limitations of the Federal Torts Claims Act, 28 U.S.C. §§ 2670–2680.

All correspondence pertaining to this Agreement should include a reference to File # PI-10743, Contract No. N40085-22-RP-00018

6. The NAVY shall provide the CITY a written request to schedule exercises at the PREMISES at least sixty (60) days prior to the desired date. The NAVY and the CITY shall coordinate to address any scheduling, safety, or related concerns associated with the timing and conducting of the exercises. Pursuant to Section 3 above, the CITY shall either approve or deny the NAVY's written request.
7. **The Points of Contact is responsible for coordinating RMT exercises are as follows.**

NAVY POINT OF CONTACT:

Chris Nelson
NAVFAC MIDLANT, Real Estate Services, Code RE12-CN
9324 Virginia Avenue
Norfolk, VA 23511-3095
PH: 757-341-1997
Email: christopher.r.nelson100.civ@us.navy.mil

COW3 Alan Baker Jr.
NSWG-2 Training Detachment
757-763-3743
Alan.baker@socom.mil

CITY POINT OF CONTACT:

Dave McCauley
Director, Department of Parks, Recreation & Leisure Services
City of Hampton
22 Lincoln Street, 5th Floor
Hampton, VA 23669
PH: 757-727-6348
Email: david.mccauley@hampton.gov

8. This Agreement may be terminated by the CITY or NAVY at any time by giving at least one-hundred and eighty days (180) written notice and shall be revocable in case of noncompliance with its terms and conditions, as determined by Navy RECO.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this ____ day of _____, 2022.

**THE CITY OF HAMPTON,
VIRGINIA**

By _____
Mary B. Bunting
City Manager
or her designee

FOR THE U.S. GOVERNMENT

By *W. Seth Whitby*
W. SETH WHITBY
Real Estate Contracting Officer
NAVFAC Mid-Atlantic



Ft. Monroe Youth Sailing Club



Pier/Facility

100 Stillwell Rd., Ft. Monroe
VA 23651

Training:

Subsurface Harbor Reconnaissance
Combat Swimmer Ship Attack (pair)
Combat Swimmer Ship Attack (group)

Uniform/ Equip: MK25 Draeger and individual dive equipment

Public /Media Visibility Expected:

Exposure to and interaction with the civilian population is limited. The activities being conducted will be conducted sub-surface at night, and outside of public visibility. Minimal likelihood of accidental interference with civilian population. At no time will the exercise participants purposely engage the civilian population. IAC with COMNAVSEPCWARCOM 3502.5 CAT 1 requires Public Affairs Officer to be on call and not present. Protocols dictate a passive public affairs posture for the duration of these exercises. A designated representative TRADET cadre member will be on-site during the exercise.



