

**Agreement Regarding
Naval Base Point Loma Old Town Campus**

WHEREAS, this Agreement is entered into by the United States Department of the Navy ("Navy"), a Federal agency, and the San Diego Association of Governments ("SANDAG"), a California public agency, together which shall be known as the "Parties"; and

WHEREAS, the Navy has maintained facilities and a significant presence in San Diego for more than one hundred years; and

WHEREAS, the use of information technology, artificial intelligence, and cyber warfare have become a central component to the Navy's mission in defense of our Nation; and

WHEREAS, the Navy's Naval Information Warfare Systems Command ("NAVWAR") and Naval Information Warfare Center Pacific ("NIWC PAC") currently reside at Naval Base Point Loma's Old Town Campus ("Old Town Campus"); and

WHEREAS, the Old Town Campus is a substandard and obsolete facility incapable of sustaining the Navy's emerging requirements; and

WHEREAS, the Navy is considering the redevelopment of the Old Town Campus to include a recapitalized NAVWAR and NIWC PAC facility; and

WHEREAS a redeveloped NAVWAR and NIWC PAC facility in the San Diego region would serve the best interests of the Department of the Navy while continuing to contribute to the economic vitality of the San Diego region; and

WHEREAS, SANDAG is the San Diego region's Metropolitan Planning Organization ("MPO") and has a mission to plan for and construct a transportation system to meet the future needs of the San Diego region; and

WHEREAS, SANDAG has identified the need for a multi-modal regional transportation facility to serve as a connection linking the people of the San Diego region to the San Diego International Airport ("Transit Center"); and

WHEREAS, the Navy and SANDAG agree that a potential Transit Center located at the Old Town Campus may considerably improve the transportation options for people, including military personnel and Department of Defense employees, regionwide to connect with and use the San Diego International Airport; and

WHEREAS, the Navy and SANDAG now desire to enter into this Agreement describing a planning process intended to lead to the redevelopment of the Old Town Campus, to include a potential Transit Center and the redevelopment of NAVWAR and NIWC PAC facilities; and

NOW, THEREFORE, the Parties agree as follows:

1. The Navy and SANDAG agree that achievement of Navy requirements to leverage the Old Town Campus site to provide mission capable facilities for NAVWAR, NIWC PAC, and other tenant commands of Old Town Campus are the primary goal of this agreement.
2. The Agreement will allow flexibility in designing and delivering a high-density, mixed-use development compatible with the military missions of the Naval Base Point Loma and its tenant commands.
3. The Navy and SANDAG agree that the redevelopment of the Old Town Campus to include the establishment of a potential Transit Center and the provision of new facilities for NAVWAR may be beneficial to the Navy and San Diego region.
4. SANDAG agrees to fund and procure technical studies needed to support the development of an environmental document in compliance with the California Environmental Quality Act (CEQA) for redevelopment of the Old Town Campus; the Navy may rely on relevant CEQA documentation, as appropriate, for its compliance with its Record of Decision under the National Environmental Policy Act (NEPA). SANDAG's obligation to provide any funding is subject to the approval of the SANDAG Board of Directors.
5. The Navy and SANDAG agree to cooperate on preparation of appropriate environmental documentation with the Navy as the lead agency for NEPA compliance. Navy shall have no responsibility for any compliance with the CEQA or state and local laws that do not apply to the Navy, although Navy will cooperate with SANDAG in helping SANDAG meet its independent environmental requirements.
6. Construction and redevelopment of any improvements on the Old Town Campus, including a potential Transit Center, are contingent upon satisfying the applicable requirements of NEPA and CEQA, and executing the required real estate decision documents to move forward with the project.
7. The Navy and SANDAG will cooperate and use best efforts to maintain progress on the planning process to redevelop the Old Town Campus in accordance with the timelines described within the Project Development Schedule shown in **Exhibit A** to this Agreement.
8. SANDAG may seek funding from other stakeholders, including the U.S. Department of Transportation and State of California, to assist with the cost of public improvements.

9. All obligations under this Agreement are contingent upon compliance with all applicable federal, state, and local laws. SANDAG and the Navy shall proactively implement measures to ensure that any perceived or actual conflict of interest is neutralized and/or mitigated, as appropriate. Further, SANDAG and the Navy will ensure that proprietary and/or sensitive information generated beyond the conceptual level is safeguarded from unauthorized disclosure by way of a Non-Disclosure Agreement with its consultants or by other contractual provision. Both the Navy and SANDAG will report any potential conflicts of interest to one another, as well as the measures employed to mitigate or eliminate the conflict.
10. No alteration of or amendment to this Agreement shall be valid unless made in writing and signed by the Navy and SANDAG.
11. Neither the Navy nor SANDAG may assign this Agreement, in whole or in part, without prior written consent of the other Party. Any waiver, modification, consent, or acquiescence with respect to any provision of this Agreement to be effective must be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. No waiver by any Party of any agreement provision hereunder will be deemed a waiver of any other agreement provision.
12. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement is invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.
13. No third-party beneficiaries are intended or contemplated by this Agreement.
14. Any notice required hereunder shall be in writing and shall be addressed as follows:

NAVY:

Navy Region Southwest
Attention: Executive Director
937 Harbor Drive
San Diego, VA 92132

Naval Facilities Engineering Command Southwest
Attention: Commanding Officer
1220 Pacific Highway
San Diego, CA 92132

SANDAG:

San Diego Association of Governments (SANDAG)
Attention: Executive Director
401 B Street, Suite 800
San Diego, CA 92101
FAX: (619) 699-1905

or to such other address as a Party may indicate in a written notice to the other Party. All notices and communications given under this Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third (3) business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) twenty-four (24) hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Section.

15. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart. In addition, properly executed, authorized signatures may be transmitted via facsimile or electronic mail and upon receipt shall constitute an original signature.
16. The Navy and SANDAG agree that neither Party shall have any obligation to enter into a future, binding agreement with regard to the matters described herein, although the Parties agree to work in good faith to explore fully such matters. The Parties expressly agree and acknowledge that the relationship established by virtue of this Agreement does not constitute a partnership, joint venture, agency agreement, or employment agreement. This Agreement does not document nor provide for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. Nothing in this Agreement creates, or shall be construed to create, an actual or coercive deficiency in violation of the Anti-Deficiency Act, 31 U.S.C 1341 et seq.
17. This Agreement shall remain in effect for three (3) years or may be terminated in writing based on a lack of substantive progress on an agreed-upon schedule, whichever is sooner. The Parties may extend the duration of this Agreement for successive periods of time upon mutual written agreement.

18. The Navy and SANDAG agree that either Party may share this Agreement with individuals or the public in accordance with its policies on the release of records.

19. This Agreement supersedes the Memorandum of Understanding between the Department of the Navy and the San Diego Association of Governments executed on June 17, 2019.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date of signature shown below.

THE UNITED STATES DEPARTMENT OF THE NAVY

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: 

Richard V. Spencer
Secretary of the Navy

By: 

Hasan Ikhata
Executive Director

Date: _____

Date: _____

CITY OF SAN DIEGO

By: 

Kevin L. Faulconer
SANDAG Board Member

Date: _____

EXHIBIT A: PROJECT DEVELOPMENT SCHEDULE

This schedule lays out a process to develop the requirements for a solicitation to redevelop the Navy's Old Town Campus.

September 2019

Memorandum of Agreement: –The parties will establish a written statement of their goals for the project and a notional timeline to supersede June 2019 MOU.

Development of Exchange Concept – Both parties will meet to discuss timeline, expectations, challenges, and the initial framework of an exchange. Specific issues to be discussed include site environmental baseline and status of NAVWAR requirements/design.

Determination of Funding – SANDAG to request approval for funding to initiate site planning.

Determination of Authority: DON will assess the need for authorizing legislation, and if necessary, initiate the drafting of legislation for the FY21 federal legislative process. Otherwise, DON will use existing legislative authorities.

October 2019

Completion of NAVWAR facility requirements documents – DON will complete facility requirements documents.

Environmental Baseline: Both parties will exchange information on known site conditions and start a site environmental study.

Initial Site Plan–This will be a high-level schematic of one or more plans for potential development on the site that will show location of buildings and other facilities.

November 2019

Facility Plan–This will be a high-level plan for each building or facility on the site describing its purpose, characteristics and physical and functional relationship to other elements of the site plan.

December 2019

Initiation of NEPA process – Commencement of all relevant environmental planning documents.

Environmental Clearance Scope and Timeline–Development of an environmental clearance processes required for the site and for facilities to connect the site to the surrounding community and infrastructure. Also included will be a timeline for environmental clearance activities and the ultimate Record of Decision(s).

January 2020

Project Development Timeline– Establish a timeline for the development of each building and facility on the site. It will lay out the phasing for the development of the project.

Request for Expressions of Interest–Issuance of a Request for Expressions of Interest that will ask developer teams to express their interest in responding to an upcoming solicitation. The RFEI will discuss the project based on the best information available. It will ask respondents to discuss the members of their proposed teams, the roles of each team member and the potential role of the team in designing, building, operating, maintaining and financing elements of the project.

March 2020

Conceptual Plan of Financial Participation–This will be a high-level plan indicating the sources of funding and finance for the project. It will include assumptions on the level and type of financial participation and the potential participation of other governmental funding and financing partners at the federal, state and regional level. It may also discuss the potential ways the selected developer(s) might participate in the funding and finance of the project.

Identification of Third-Party Agreements Required–Agreements that will ultimately be required with other governmental or private sector entities will be identified and proposed timelines for reaching agreements will be delineated.

Agreement on Potential Role of the Developer(s)–Agreements that will describe the role of the developer(s) in the project and on whether to seek one developer for the entire site or leave open the possibility for multiple developers to be selected for the site.

Initiate Design of NAVWAR facilities – Upon selection of a preferred site, initiate design with the plan to transition to design/build or other project acquisition method once the ROD had been signed and congressional authorization is received, if necessary.

April 2020

Preparation of Final Solicitation Materials for Approval by Principals–Based on internal review of the parties and industry comments, the parties will prepare the final solicitation materials for approval by principals of each party.

October 2020

Receive Congressional Authorization – If necessary, receive congressional authorization.

December 2020

Record(s) of Decision signed.