
Appendix B

Trustee Correspondence



August 23, 2011

Natural Resources Damage Assessment Trustees

Reference: Aircraft N707AR accident at Point Magu, of May 18, 2011

Dear Trustees,

Omega Air, Inc., (Omega) is the owner of the aircraft involved in the referenced accident. This accident resulted in the aircraft coming to rest on the southwest side of the airfield, in a coastal wetland. Within a day after the accident, Omega had a team on site and making arrangements to initiate the cleanup of the accident site. In a short period of time, the debris was removed from the immediate airfield, followed up shortly by removal of the aircraft hull itself from the wetland. Currently, Omega is seeking proposals from local base contractors to remove and replace contaminated soils in the wetland. This will be followed up by revegetation at appropriate seasonal opportunities.

Shortly after the accident, Omega was contacted by Naval personnel representing the Natural Resources Damage Assessment (NRDA) team. Omega formally requests to participate in the NDRA process in a cooperative manner as the responsible party (RP) with the trustees of the wetland. As the RP, Omega intends to fund the efforts of the NRDA process, as well as repair of all the damage done to the wetland as a result of the accident.

Regards,

Roger Hewlett

President

COMMANDER, NAVY REGION SOUTHWEST
937 N. HARBOR DRIVE
SAN DIEGO, CA 91932

CNRSW
5090
NO0242-20111207-V16-MOA

MEMORANDUM OF AGREEMENT
AMONG THE
COMMANDER, NAVY REGION SOUTHWEST
AND
U.S. DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE
AND
CALIFORNIA DEPARTMENT OF FISH AND GAME,
OFFICE OF SPILL PREVENTION AND RESPONSE
AND
OMEGA AIR, INC.
AND
OMEGA AERIAL REFUELING SERVICES, INC.

Subj: COOPERATIVE NATURAL RESOURCE DAMAGE ASSESSMENT AGREEMENT FOR THE POINT
MUGU NAVAL BASE VENTURA COUNTY AIRCRAFT MISHAP

Ref: (a) Oil Pollution Act of 1990 (OPA), 33 U.S.C. §§ 2701-2761
(b) OPA Regulations, 15 C.F.R. Part 990
(c) National Oil and Hazardous Substances Pollution Contingency
Plan, 40 C.F.R., Subpart G, §§ 300.600-300.615, as amended
(d) OPNAVINST 5090.1C CH-1
(e) California Government Code §§ 8670.1 et seq.
(f) CNRSW ltr 13100 Ser N00/422 of 13 Jul 11
(g) Omega Air, Inc. ltr of 23 Aug 11
(h) Omega Air Refueling, Inc. ltr undtd

1. PARTIES

This agreement is among the United States Department of Defense as represented by Commander, Navy Region Southwest (CNRSW); the United States Department of the Interior (DOI) as represented by the Fish and Wildlife Service (FWS); and the California Department of Fish and Game (CDFG) as represented by the Office of Spill Prevention and Response (OSPR) (individually referred to as a "Trustee" and collectively, the "Trustees"), with NRSW as the Lead Trustee; and Omega Air, Inc. (Omega) and Omega Aerial Refueling Services, Inc. (Omega Refueling) (both hereinafter referred to as the "Responsible Party"). The Trustees and Responsible Party are collectively referred to as the "Parties" and individually as a "Party."

2. PURPOSE

The purpose of this Agreement is to set forth the framework for cooperative Natural Resource Damage Assessment (NRDA) activities, to include those undertaken during the Preassessment, Assessment, and Restoration Planning Phases, as those terms are defined in references (a) and (b), above.

The Parties agree that a cooperative effort to develop information that will allow the Trustees to determine and quantify the injuries to natural resources and/or resource services and to conduct restoration planning will be cost-effective, avoid duplication, and effectively use limited resources.

3. BACKGROUND

On May 18, 2011, an Omega aircraft tanker crashed east of the runway at Naval Base Ventura County (NBVC) Point Mugu, resulting in a discharge of oil into or upon navigable waters and/or adjoining shorelines (see section 2702(a) of reference (a)). This discharge, along with associated cleanup activities, has likely resulted in injuries to natural resources subject to the jurisdiction of both the United States and the State of California. The crash and the resulting discharge are hereinafter referred to as the "Incident". Following notification of the Incident, the U.S. Coast Guard, U.S. Navy and OSPR responded to the spill. They established a Unified Command that included representatives of the Responsible Party to direct response actions.

4. SCOPE

Commencing shortly after the Incident, the Parties engaged in certain Preassessment Cooperative Studies and Activities to determine the injuries to natural resources and/or resource services. The Parties contemplate they will engage in additional cooperative efforts to determine and quantify such injuries and conduct restoration planning.

The Parties have agreed upon the validity of the design and execution of the Cooperative Studies and Activities to date. With regard to additional Cooperative Studies and Activities, the Parties will collaborate on their planning, design, and implementation, and all Parties will have access to any data or other information resulting from such activities and studies.

5. RESPONSIBILITIES

a. The Trustees enter into this Agreement in accordance with the natural resource trustee authorities provided for each Trustee by references (a) through (e), above, and other applicable state and federal law and regulations. To the greatest extent practicable, the Parties intend to conduct their cooperative NRDA efforts in accordance with those procedures set forth in reference (b), above, the NRDA Regulations, and Section 7, below.

b. NRSW, the Lead Federal Trustee, will serve as the lead federal agency for consultation for federal statutory regulations, to include, but not limited to, U.S. Army Corps of Engineer permits, Clean Water Act permits, California Coastal Commission consultations, National Environmental Policy Act requirements, Endangered Species Act consultations, and Essential Fish Habitat consultations.

c. The Responsible Party agrees to fund all reasonable costs of assessing injury, destruction or loss of natural resources resulting from the Incident that are consistent with "reasonable assessment costs" as defined in section 990.30 of reference (b) and/or section 8670.56.5 of reference (e). This includes the reasonable NRDA costs associated with any administrative,

legal, enforcement, monitoring and oversight, and public participation activities undertaken by the Trustees in their assessment and restoration of natural resource damages arising from the Incident. This obligation to reimburse shall extend to work performed by Trustee personnel or through contractors or others acting on their behalf. Trustee costs include, but are not limited to: travel expenses, personnel costs including Trustee attorney costs, oversight costs, administrative costs, overhead costs, and costs of overseeing the performance of contractors and indirect charges.

If a Trustee is responsible for conducting a Cooperative Study pursuant to this Agreement, the Responsible Party shall agree on the specific procedures for transferring the funding to a Trustee agency. If the Responsible Party terminates its participation in this Agreement pursuant to Section 9 it shall retain the funding obligations for any costs incurred by the Trustees as set forth in Section 7.

d. To participate fully in this cooperative effort and to avoid any potential for violation of the Anti-Deficiency Act, DOI requires funding for its costs already incurred and to be incurred. NRSW and OSPR will seek reimbursement of their NRDA costs for this incident incurred to date and any additional NRDA costs to be incurred pursuant to this agreement in accordance with references (a) through (c), (e) and (g).

DOI will provide payment information for such advance funding to the designated representative of the Responsible Party. The advanced funding amount to be paid to the DOI will allow it to set up a reimbursable account and avoid any potential for violation of the Anti-Deficiency Act. The Responsible Party agrees to provide to DOI further advance funding under this Agreement upon request from DOI to replenish this reimbursable account.

Within thirty days (30) of the effective date of the Agreement, the Responsible Party shall provide \$ 10,000 as advanced funding to DOI. Further, DOI will provide the Responsible Party with a detailed accounting of the reasonable assessment costs for which the funding is used.

6. Points of Contact

For the Trustees:

DOI/FWS:
Denise Steurer
Environmental Contaminants Coordinator
U.S. Fish and Wildlife Service
Ventura Fish and Wildlife Office
2493 Portola Road, Suite B
Ventura, CA 93003
Tel: 805.644.1766 ext 339
Fax: 805.644.3958
E-Mail: denise_steurer@fws.gov

CDFG:
Dr. Michael Anderson
Office of Spill Prevention and Response
Department of Fish and Game
1700 K Street, Suite 250

Sacramento, CA 95811
Tel: 916-324-9784
Fax: 916-324-8829
E-Mail: manderso@ospr.dfg.ca.gov

CNRSW:
Mr Chris Stathos
Navy Region Southwest
937 N. Harbor Drive
San Diego, CA 92132
Tel: 619-532-2308
E-Mail: christopher.stathos@navy.mil

For the Responsible Party:

Mr. Roger Hewlett, President
Omega Air, Inc.
10315 Wetmore Road
San Antonio, TX 78216-4230
Tel: 210-930-4040
E-Mail: roger.hewlett@gmail.com

Mr. W. Stewart Orr
Omega Aerial Refueling Services, Inc.
700 N. Fairfax Street, Suite 306
Alexandria, VA 22314
Tel: 703-549-4774
E-Mail: budorr@omegaairrefueling.com

7. OTHER PROVISIONS:

a. Preassessment Phase

The Trustees commenced the Preassessment Phase of the NRDA in accordance with sections 990.40 through 990.43 of reference (b), and found that:

- (1) an Incident, as defined by section 990.30 of reference (b), occurred;
- (2) the Incident did not involve any of the circumstances set forth in section 990.41(2) of reference (b);
- (3) injuries to natural resources under the trusteeship of the Trustees have resulted, or are likely to result from the Incident (section 990.42(a)(1) of reference (b)); and
- (4) there is jurisdiction to pursue restoration under section 990.41(a) of reference (b).

The Trustees are conducting further data collection and analyses to determine whether: (1) response actions have adequately addressed the injuries resulting from the Incident; and (2) feasible primary and/or compensatory restoration actions exist to address the potential injuries. Data collection activities are being conducted in cooperation with the Responsible Party, including collection of ephemeral data and information needed to design or implement anticipated assessment procedures.

b. Injury Assessment

The Parties have agreed that there is injury to natural resources, and are undertaking assessment activities to identify the nature of such injuries to natural resources and/or resource services, quantify such injuries, and conduct restoration planning in a cooperative effort more fully described in Section 7c (Cooperative Studies). (See references (f) through (h)).

If there is an additional release of oil attributable to the Incident or the extent of injury to trust resources otherwise changes after a Cooperative Study/Work Plan has been commenced or developed, the Parties agree to undertake a good faith effort to incorporate the new information into studies that are subject to this Agreement as appropriate. If agreement is not reached regarding the new information and/or any Party wishes to conduct additional studies outside the scope of this Agreement, the additional studies shall be subject to the requirements of Section 7f, Dispute Resolution.

c. Cooperative Studies

(1) General Agreement

Cooperative Studies shall be performed by the Trustees, their contractors, consultants and/or experts, unless the Trustees determine, in their discretion, that a Cooperative Study would be most effectively or efficiently performed by the Responsible Party, or by mutually agreed upon contractors, consultants and/or experts retained by the Responsible Party, and the Trustees expressly agree to such arrangement in writing (i.e., memorandum for the record, meeting minutes, etc.). Any Cooperative Studies performed by the Responsible Party will be carried out in accordance with a Work Plan that has been agreed to by the Parties and approved by the Trustees.

The Parties agree they will require the disclosure of any and all potential conflicting relationships of such contractors, consultants and/or experts as early in the contract solicitation, proposal or negotiations as possible and, in any event, before the contractor, consultant or expert is retained.

If the Responsible Party proposes to retain a contractor, consultant or expert to conduct or assist in the performance of a Cooperative Study pursuant to this Agreement, the Trustees will have the opportunity to review and approve: the qualifications of any such proposed contractor, consultant or expert; the proposed scope of work and planned activities of the proposed contractor, consultant or expert; and the schedule for work to be performed by the contractor, consultant or expert. The Responsible Party must obtain the Trustees' consensus, as documented in a memorandum for the record or meeting minutes, prior to retaining the contractor, consultant or expert for a Cooperative Study. Further, the Trustees will be named as intended third party beneficiaries of any such contract between the Responsible Party and the contractor, consultant or expert for the completion of any such Cooperative Study/Work Plan carried out by the Responsible Party.

(2) Work Plan

Any Party to this Agreement may propose one or more study(ies) or activity(ies). If the Parties agree, all such studies and activities shall be deemed "Cooperative Studies". If the Parties determine a proposal for a Cooperative Study is reasonable and appropriate, a Work Plan shall be developed for the Cooperative Study to include, the following information, as applicable:

- (a) study objectives, including a statement of the purpose and need for the study;
- (b) study design or methods, including types of data to be collected, sampling protocols, chain of custody, and a sampling plan which will identify whether there is a need for split and/or duplicate samples and will address the process for archiving samples;
- (c) a quality assurance/quality control (QA/QC) plan;
- (d) qualifications for, or designation of, the Principal Investigator, which may be an employee, or contractor, of any of the Parties, and will be responsible for implementing the study;
- (e) analysis plan, including the laboratory to be used and a description of any phased analyses, methods for selecting samples for analysis, and analytical methods (including expected detectable limits for laboratory analyses);
- (f) expected duration;
- (g) expected work product or deliverables;
- (h) schedule of deliverables;
- (i) budget; and
- (j) a finding that the proposed Cooperative Study complies with the standards set forth in section 990.27 of reference (b).

The Trustees will work cooperatively with the Responsible Party to develop the Proposed Work Plan(s). This coordination is intended to encourage up-front consensus among the Parties and resolution of technical differences with all Parties prior to the Trustees' approval of a Final Work Plan. A copy of the Final Work Plan for each Cooperative Study shall be attached to, and incorporated by reference into, this Agreement.

The Responsible Party shall fund all Cooperative Studies through completion, unless the Parties agree to the contrary or the design of the Cooperative Study calls for discontinuation.

(3) Modifying Cooperative Studies

Any Party may propose to modify any Cooperative Study based on preliminary results, changed circumstances, or for other reasons. Any proposed modification will be handled in accordance with the Subsection 7c(1), General Agreement, above. The modified Cooperative Study will be incorporated by reference into this Agreement and will be subject to all of its terms and conditions.

(4) Withdrawing from Cooperative Studies

Each Party has the right to withdraw from a Cooperative Study. Each Party shall, however, use good faith efforts to resolve disputes and follow the Dispute Resolution procedures in Section 7f, at a minimum, prior to withdrawing from a Cooperative Study. A Party's withdrawal from a

Cooperative Study does not terminate this Agreement or signify withdrawal from other Cooperative Studies.

Notwithstanding a dispute regarding a Cooperative Study, the Responsible Party shall continue to fund an on-going Cooperative Study so long as the Cooperative Study is conducted pursuant to the Final Work Plan that was agreed to by the Parties and approved by the Trustees, the terms and provisions of this Agreement, and any agreed upon modifications thereto.

Should the Responsible Party object solely to the cost of an on-going Cooperative Study conducted pursuant to the Final Work Plan, this Agreement and any modifications thereto, the Responsible Party may request additional documentation and explanation of the costs from the appropriate entity and may pursue the Dispute Resolution procedures set forth in Section 7f. The Responsible Party shall not withdraw from the on-going Cooperative Study nor seek to remove each other of upcoming data collection activity as solely on an objection to the costs of the on-going Cooperative Study.

d. Data Collection, Interpretation, Dissemination and Retention

(1) Data Collection

Consistent with laboratory and field collection protocols and procedures, all Parties may be present during data collection activities for Cooperative Studies. The Parties agree to give each other ten (10) days advance notice of any data collection activity for Cooperative Studies, unless otherwise agreed upon or impracticable. In the latter event, the Parties agree to notify each other of upcoming data collection activity as soon as reasonably practicable.

(2) Interpreting Data from Cooperative Studies

The Trustees agree to attempt to reach consensus on the interpretation of, and conclusions to be drawn from, any data collected or generated as the result of any Cooperative Study performed under this Agreement. All such matters as to which the Trustees reach consensus shall be reduced to writing and incorporated in the Administrative Record.

(3) Data Dissemination

If a report or written analysis of data is prepared, all Parties will be provided with a proposed final draft and allowed a reasonable amount of time (approximately 60 days) to review and comment on the document before it is issued in final form. Any such comments shall be included as part of the final report or otherwise made a part of the Administrative Record.

Any Party has the right to use, at its discretion, any validated data collected pursuant to a Cooperative Study. Any such validated data shall not be released to third parties until such data has been included in the Administrative Record unless required by law. Validated data shall be provided to the Trustees in both paper and electronic formats, when practical.

(4) Data Retention and the Use of Archived Data

All samples taken in the course of a Cooperative Study, or records or data generated in the course of such study, shall be retained for a reasonable period not to exceed the period of time necessary to fully satisfy all restoration obligations unless and until otherwise agreed upon by the Trustees in writing, or as required by any applicable law or government policy. The QA/QC section of the Final Work Plan for each Cooperative Study shall specify: samples, records, and data that shall be retained; the retention method(s) and time frame; the repository location; and the Party responsible for retaining the samples. The Responsible Party agrees to pay for such sample, record and data retention.

Use of any archived samples will be at the direction of the Trustees. In any event, upon notice to other Parties, the Trustees and the Responsible Party shall have access to all samples taken as part of a Cooperative Study at all times.

(5) Administrative Record

An Administrative Record will be established by the Trustees. The Administrative Record will be maintained by the Lead Trustee, the Navy, with the assistance of the other Trustees and the Responsible Party. The Responsible Party agrees to pay the Reasonable Assessment Costs related to establishing and maintaining the Administrative Record. All parties agree to participate cooperatively in compiling the Administrative Record.

e. Public Participation

In compliance with applicable law, the Trustees will provide public notice and solicit public review and comment during the Restoration Planning Phase of the Assessment process. The Responsible Party agrees to provide reasonable and necessary information and assistance to the Trustees upon request, for purposes of this public participation requirement.

f. Dispute Resolution

The Parties agree to attempt to resolve any disputes concerning the implementation of this Agreement, or arising from any of the provisions of this Agreement, through good faith negotiations among the designated representatives of the Parties identified in Section 6. Disputes that cannot be resolved at that level shall be elevated to appropriate officials of the Parties.

In the event a dispute cannot be resolved within a reasonable time, the Trustees or the Responsible Party may terminate this Agreement in its entirety or withdraw from a particular Cooperative Study that is the subject of the dispute. Such termination and/or withdrawal shall be pursuant to Section 9.

g. Reservation Of Rights and Claims

This Agreement does not release the Responsible Party from any potential liability except for the liability for Response and NRDA costs that are funded or reimbursed by the Responsible Party. The Trustees reserve all claims against the Responsibility Party related to natural resource liability arising from the Incident, including but not limited to claims for damage,

injury, loss, or destruction of natural resources or their uses; claims for the costs of assessing damage, injury, loss, or destruction of natural resources or their uses; claims for restoration or replacement of natural resources or lost uses of these resources; or any other causes of action or requests for relief, either administrative or judicial, under either State or federal law, as well as any claims, causes of action, or requests for relief in Admiralty, arising from the Incident.

Except as otherwise stated herein, by entering into this Agreement, the Parties make no admission of fact or law. The Agreement may be admissible in an action to enforce its terms, but execution of the Agreement itself shall not be evidence or proof of liability or non-liability. Nothing in the Agreement is to be construed to abrogate the right of any Party to pursue claims against or contribution from any other Party. Except as provided in this Agreement or in any attachments or stipulations entered into pursuant to this Agreement, nothing in this Agreement is intended nor shall be construed as a waiver by any of the Parties of any rights, defenses, privileges or affirmative claims in any proceeding related to natural resource liability arising from this Incident. The Responsible Party reserves any rights it may have under reference (a), including the right to assert exoneration under section 2703 or limitation under section 2704, or to file a claim with the National Pollution Fund Center for reimbursement of its response costs or damages under section 2708.

Nothing in this Agreement is intended, nor shall be interpreted, to limit the scope of the natural resource injury assessment or restoration appropriate for this Incident or to otherwise restrict or abrogate the authority or discretion of the Trustees to determine the scope of that assessment.

h. Settlement Negotiations

Upon completion of the Assessment, the Parties will use their best efforts to resolve any outstanding issues necessary for a final settlement. Any such negotiations and documents used in such discussions, whether a settlement is reached or not, shall remain completely confidential between the Parties, unless: (1) all Parties consent to release such information; (2) the release of such information is required by law or compelled by court order; or (3) the Trustees determine that such documents were relied upon during the Assessment and should be included in the Administrative Record in accordance with section 990.45 of reference (b), above.

i. General

This Agreement in no way affects or relieves the Parties of their responsibility to comply with any applicable federal, state, or local law, regulation, or permit.

j. Notices

Unless otherwise indicated in this Agreement, all written communications, submission of data, and notices shall be sent to the designated representatives of the Parties listed in Section 6. Submittals may be electronic or via U.S. mail or other delivery service. A Party may

change its designated representative identified in Section 6 by providing written notification to the remaining Parties.

k. Limitation

Nothing in this Agreement shall be construed as obligating the United States, the State of California, or any other public agency, their officers, agents or employees, to any current or future expenditure of money in advance of the availability of appropriations for such purposes from U.S. Congress or State Legislature.

l. Severability

The terms of this Agreement are severable. If any term, covenant or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions. However, within thirty (30) days after the court's determination, any Party hereto may withdraw from this Agreement.

8. CHANGES

Changes/amendments may be made to this agreement by unanimous written consent of all Parties and will be recorded and published as an addendum to this agreement.

9. TERMINATION/EXPIRATION

Any Party may terminate its participation in this Agreement at any time by giving a thirty (30) day written notice to all Parties. Termination by one or more Trustee(s) shall not void the Agreement as to the remaining Parties. In the event that the Responsible Party withdraws from participation or their participation is terminated by the Trustees pursuant to reference (b), this Agreement will automatically terminate.

Should the Responsible Party terminate this Agreement in its entirety, it shall remain responsible, under the terms of this Agreement, for any costs incurred by the Trustees up to thirty days (30) after the date of the notice of termination. Should the Responsible Party withdraw from a Cooperative Study(ies), it shall remain responsible for the costs related to completion of that Cooperative Study(ies), based on the agreed scope and budget of that Cooperative Study at the time of withdrawal. This Agreement will remain in effect until the Purpose set forth in Section 2 is accomplished unless the Parties agree otherwise or it is terminated pursuant this section.

10. EFFECTIVE DATE

This Agreement may be executed in counterparts and in facsimile. This Agreement shall be effective when signed by one Responsible Party and one Trustee. The Effective Date for each Trustee and the Responsible Party shall be the date upon which that Trustee or the Responsible Party signs the Agreement. Trustees that have not executed the Agreement may participate in the matters covered. The Effective Date of any Attachment hereafter developed and incorporated into this Agreement shall be the date set forth in such Attachment.



DEPARTMENT OF THE NAVY
COMMANDER NAVY REGION SOUTHWEST
937 NO. HARBOR DR.
SAN DIEGO, CALIFORNIA 92132-0058

IN REPLY REFER TO:
5090
Ser N40JRR.cs/016
May 21, 2015

Mr. Timothy Swickard
Lewis, Brisbois, Bisgaard and Smith LLP
2850 Gateway Oaks Drive, Suite 450
Sacramento, California 95833

Mr. Swickard:

SUBJECT: NOTICE OF INTENT TO CONDUCT RESTORATION PLANNING

In accordance with 15 C.F.R. § 990.44 and the Cooperative Natural Resource Damage Assessment Agreement for the Point Mugu Naval Base Ventura County Aircraft Mishap, this letter is to inform you that a Notice of Intent to Conduct Restoration Planning will be made publicly available in the Federal Register. A copy is enclosed for your records.

Your client, Omega Air Refueling Services, Inc., is invited to participate in the restoration planning process. If they desire to participate in the restoration planning, please respond to me in writing in accordance with 15 C.F.R. § 990.14 as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "C. L. Stathos", is written over a horizontal line.

C. L. STATHOS
By Direction



DEPARTMENT OF THE NAVY
COMMANDER NAVY REGION SOUTHWEST
937 NO. HARBOR DR.
SAN DIEGO, CALIFORNIA 92132-0058

IN REPLY REFER TO:
5090
Ser N40JRR.cs/017
May 27, 2015

Mr. Steve Henry, Field Supervisor
U.S. Fish and Wildlife Service
2493 Portola Road, Suite B
Ventura, California 93003

Dear Mr. Henry:

SUBJECT: INVITATION TO SERVE AS COOPERATING AGENCY FOR PREPARATION OF ENVIRONMENTAL ASSESSMENT FOR RESTORATION PLANNING REQUIRED FOR THE MAY 18, 2011 OMEGA 707 AIR TANKER CRASH AT NAVAL BASE VENTURA COUNTY, POINT MUGU, CALIFORNIA

Ref: (a) Oil Pollution Act of 1990 (OPA), 33 U.S.C. §§ 2701-2761
(b) Cooperative Natural Resource Damage Assessment Agreement for the Point Mugu Naval Base Ventura County Aircraft Mishap (N00242-20111207-V18-MOA)

Commander Navy Region Southwest (NRSW), the Lead Trustee for the Natural Resource Damage Assessment (NRDA) process and activities per references (a) and (b) is preparing an Environmental Assessment (EA) for restoration planning resulting from the Point Mugu Naval Base Ventura County Air Tanker Crash of 2011. This is being done in conjunction with the Damage Assessment and Restoration Plan (DARP) that is required by reference (a) and the analysis for both will be combined into one document, a DARP EA.

As established by reference (b), the Department of the Interior (DOI), as represented by the Fish and Wildlife Service, is a trustee and that role encompasses participation and cooperation in the creation of the DARP. However, since the DARP will be joined with an EA, DOI, as a federal agency, may judge that the formal role of Cooperating Agency (per National Environmental Policy Act (NEPA) regulations) is advantageous to meet DOI NEPA policy guidance. With this letter, the Navy formally invites DOI to be a Cooperating Agency in development of the EA. Should DOI agree to be a Cooperating Agency, the terms of reference (b) would still apply and an additional memorandum of agreement should not be required.

Please respond in writing if you desire to be a Cooperating Agency. If you have any questions or would like to discuss further, please contact Ms. Deb McKay, Region NEPA Coordinator, at (619) 532-2284 or deborah.mckay@navy.mil.

Sincerely,

C. L. STATHOS
By direction

-----Original Message-----

From: Sosbee, Gretchen D CDR RLSO SW, SAN DIEGO

Sent: Friday, October 23, 2015 1:14 PM

To: Kathy.Verrue-Slater@wildlife.ca.gov; Matthew.Zafonte@wildlife.ca.gov; Beckye.Stanton@wildlife.ca.gov; Clark Miller (clark.miller@sol.doi.gov)

Cc: McKay, Deborah E CIV CNRSW, N40; Seneca, Lisa A CIV NAVFAC SW, Coastal IPT; Markley, Jerod L CDR RLSO SW BROADWAY, SAN DIEGO; Green, Richard L CIV OGC, NLO

Subject: Draft DARP/EA

All:

Attached is a copy of the draft DARP/EA for your review. We ask that you return comments to us by November 4 so we can meet our projected public comment period of November 27 - December 18.

It may look more EA than DARP to some but I think that's a function of our Navy-specific guidelines. The appendices will be coming separately as they are too large to send via email.

We ask that you send your comments back in track changes so we can incorporate them into the public draft. Please return them to me, cc Deb McKay and Lisa Seneca (copied above).

Please let me know if you have any questions or concerns. We really appreciate your time and review.

V/r,

Gretchen

CDR Gretchen D. Sosbee
Deputy Region Environmental Counsel
Navy Region Southwest/RLSO SW
619-532-4305
DSN 522-4305