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SCHOOL

MONTEREY CALIFORNIA

MBA PROFESSIONAL REPORT

**Building A Collaborative Partnership
Between Camp S.E.A. Lab
and the Naval Postgraduate School**

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September 2003**

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**BUILDING A COLLABORATIVE PARTNERSHIP
BETWEEN CAMP S.E.A. LAB AND THE
NAVAL POSTGRADUATE SCHOOL**

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Submitted in partial fulfillment of the requirements for the degree of

MASTERS OF BUSINESS ADMINISTRATION

from the

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BUILDING A COLLABORATIVE PARTNERSHIP BETWEEN CAMP S.E.A. LAB AND THE NAVAL POSGRADUATE SCHOOL

Abstract

The purpose of this project was to work with Camp S.E.A. Lab Monterey Bay to develop an approval strategy to lease government property from Naval Postgraduate School (NPS) on a services-in-kind payment plan. The goal was to help form a collaborative partnership between Camp S.E.A. Lab and NPS. In support of the potential partnership between Camp S.E.A. Lab and NPS, the students reviewed Camp S.E.A. Lab's current long-range business plan and identified recommendations for the creation of a revised plan. The terms and conditions that are required for the type of lease Camp S.E.A. Lab will be requesting were identified and delivered to Camp S.E.A. Lab. The students also developed a Strategic Communication Plan, which identified the requirements that are necessary to form a mutually beneficial partnership with NPS.

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EXECUTIVE SUMMARY

BACKGROUND

Camp S.E.A. Lab Monterey Bay is a residential ocean and coastal science camp. Camp S.E.A. Lab's goals are to improve science literacy among students and teachers and to ensure the future stewardship of coastal and marine resources.

The organization has successfully conducted camp sessions in the summers of 2001 and 2002. Currently, Camp S.E.A. Lab rotates among several residential sites, which is both a time and resource-consuming practice. However, in order for Camp S.E.A. Lab to grow to its full operational potential, a permanent educational facility is required in which to conduct camp. The Naval Postgraduate School (NPS) beachfront site offers an excellent and ideal location for the construction of a permanent educational facility.

Camp S.E.A. Lab is proposing a partnership in which Camp S.E.A. Lab would conduct a capital campaign to build a new educational facility on the beachfront site in exchange for full use by NPS staff and research departments when the residential and day camp are not in session. MBA students at NPS were given the opportunity to conduct an analysis and provide recommendations that might aid the formulation of the partnership.

PURPOSE OF MBA PROJECT

The purpose of the MBA project was to help Camp S.E.A. Lab build a collaborative partnership with NPS. A partnership between the Naval Postgraduate School and Camp S.E.A. Lab will be a mutually beneficial venture to enhance the science education of local and non-local students while providing educational facilities to NPS for use on a time-share basis.

COLLECTION OF DATA

In determining the best way to achieve these goals of Camp S.E.A. Lab and NPS, the MBA students determined that a partnership might be initiated by construction of a Strategic Communication Plan. Preliminary data gathering indicated that in order to proceed with a successful proposal, Camp S.E.A. Lab would need to develop a business

plan, marketing plan, capital campaign plan and, finally, terms and conditions of the contract between the organizations.

ANALYSIS OF DATA

Due to the scope and nature of the MBA project, it was decided that a Strategic Communication Plan, a Business Plan and Terms and Conditions of a Lease Agreement were sufficient to begin formalization of the partnership. In the course of establishing these three documents, the students conducted both traditional and hands-on research. The process used in developing this partnership is carefully documented in this report.

ACTION TAKEN

The project was conducted in three phases: research / information gathering, interaction, and recommendations.

In the research phase, the students worked with members of Camp S.E.A. Lab to obtain information needed to build the communication plan and business plan. Interactions included attendance at Camp S.E.A. Lab's Board of Directors' meetings, discussions with individual members of Camp S.E.A. Lab, meetings with the Fleet Numerical Meteorological and Oceanographic Center (FNMOC), interviews with NPS Oceanography Department personnel, and briefings with the NPS Foundation.

DESCRIPTION OF FINDINGS

Recommendations are provided in the form of three documents: a strategic communication plan (appendix A), a business plan (appendix B), and an in-kind services contract (appendix C).

To build the strategic communication plan, the students researched the format, audience and presenters. The communication plan was designed to lay out a strategy for briefing NPS about the desired partnership. Several variations of the plan were documented. In the course of the work, Camp S.E.A. Lab's goals and hence, strategy, changed. As a working document, the communication plan was changed to reflect the shift and timing of the goals of Camp S.E.A. Lab.

To construct a business plan, the students reviewed Camp S.E.A. Lab's long-range business plan, along with several start-up plan outlines. Recommendations were made and a format, which Camp S.E.A. Lab can use as an outline in developing their short-range business plan, was developed. It was the intent of the students to identify the key aspects of the business plan that need to be developed to begin a capital campaign.

To formulate contract terms and conditions, research into in-kind licenses, leases and easements was conducted. A three-phase implementation strategy was developed in order to help Camp S.E.A. Lab form a successful partnership with NPS, while still achieving all of Camp S.E.A. Lab's goals. Sample terms and conditions of each type of contracts were provided.

LESSONS LEARNED

A summary of lessons learned includes the amount of work needed to develop strong communication in a non-profit organization, especially when dealing with part-time personnel; the projections necessary to create a business plan; and the dynamics involved in setting up terms and conditions for two parties with varied self-interests.

ADDITIONAL WORK

Included as appendices are the short-range business plan recommendation, a strategic communication plan, and terms and conditions of the contract.

DISCHARGE

The opinions expressed in this work are those of the authors and do not necessarily represent the official organizational views of NPS and Camp S.E.A. Lab.

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CHAPTER 1: INTRODUCTION

A. PURPOSE

All Naval Postgraduate School (NPS) MBA students are required to complete an MBA Project for graduation. This objective of this project is twofold: to further the education of MBA students and to contribute to the professional or academic community by providing resolution of a problem, the improvement of a process, an understanding of relationships between phenomena, or an extension in the body of knowledge.¹ To fulfill the MBA project requirement, three MBA students agreed to assist a local non-profit organization, Camp S.E.A. Lab, in developing a collaborative partnership with NPS.

B. SCOPE

Camp S.E.A. Lab is making a proposal to NPS in which Camp S.E.A. Lab will build a permanent education facility on the NPS beachfront site, and in return NPS will have shared use of the facility. While there are many factors that need to be considered before such an agreement is finalized, the MBA student team narrowed the scope of the project based on time and resources available. A critical step in initiating this partnership will be the approval of Camp S.E.A. Lab's plan by the Superintendent of NPS. The students determined that to successfully present the Camp S.E.A. Lab proposal to the Superintendent, a strategic communication plan would be required. Also, important to the success of the Camp S.E.A. Lab plan is the understanding of the contract terms and conditions that will be required between the government and a non-profit organization.

Since a government contract presents unique requirements to the non-government contracting party, the students decided it would be helpful to outline what would be required for the services-in-kind arrangement Camp S.E.A. Lab was proposing. The students were not expected to obtain approval for the leasing agreement from NPS. Lastly, the MBA student team determined a short-range business plan was required for the success of Camp S.E.A. Lab. However, developing an entire business plan was

¹ Moses, Doug. "MBA Project Guide"
[http://nps.blackboard.com/courses/1/MBA_Project/content/_91016_1/MBA_PROJECT_GUIDE_3403.doc] May 2003

beyond the scope of this project. Instead the students identified the elements required to develop a short-range business plan. The students were not expected to implement any of the actions recommended in the business plan nor were they responsible for creating the formal edited version of the business plan.

Students were also not expected to research legal or environmental considerations that will need to be addressed before construction of the education facility can commence.

C. METHODOLOGY

In the course of establishing the strategic communication plan, contract terms and conditions, and the business plan framework, the NPS MBA students conducted both traditional and hands-on research. Information learned in the classroom environment, in business professional interviews, in literature research, and in model analyses was relied upon as the students produced their work.

From October 2002 to March 2003 the NPS MBA students were in an “information gathering” phase of the project. The students met regularly with members of Camp S.E.A. Lab. This included attendance at board meetings, as well as one-on-one meetings with the executive director and individual board members. The goal of these meetings was to gather basic background information regarding the organization as well as core working knowledge of the major participants in the planning body. Additionally these meetings allowed the students to identify stakeholders that would be affected by Camp S.E.A. Lab’s proposal to the Superintendent of NPS. As new participants emerged (FNMOOC, NPS Foundation, NPS Oceanography Department, Pebble Beach Foundation)ⁱ more research was conducted, consisting of audience mapping, threat assessment and organizational environment. The students then held numerous meetings with the stakeholders to discuss Camp S.E.A. Lab’s plans. The proposed plan that Camp S.E.A. Lab will present to the NPS Superintendent is a carefully crafted compromise designed to meet the requirements of all stakeholders. This information gleaned in these meetings as well as a model learned in the classroom environment and literature research was used in the development of the strategic communication plan.

Although the Superintendent was not briefed, the strategic communication plan was used to present the Camp S.E.A. Lab proposal to the NPS Foundation in April 2003. This presentation was well received. Members of the Foundation agreed to help Camp S.E.A. Lab in any way they could. This support includes the presence of a Foundation member to speak in favor of Camp S.E.A. Lab's plan during the brief to the Superintendent.

To construct the business plan framework, the students reviewed the Camp S.E.A. Lab long-range business plan and discussed its contents with the executive director of Camp S.E.A. Lab. The students then reviewed literature on business plan development; researched like-business start-up plans and studied several short-range business plan formats. The students provided a recommended business plan outline for Camp S.E.A. Lab. This detailed what sections should be included in the business plan, as well as what information should be included in each section. While the students were not expected to produce a complete edited version of the business plan, they were able to develop in part each section of the business plan specific to Camp S.E.A. Lab. The information contained in these partially developed sections was obtained from the existing long-range business plan, as well as from meetings and conversations with various members of Camp S.E.A. Lab's staff.

The contract research was widespread. Reference material, both bound and on-line was reviewed for appropriate contract terms, conditions and clauses. Model contracts were researched to find the most appropriate texts. Department of Interior, Department of Defense and other federal and state government publications were studied so that lessons already learned in this area could guide drafting of the agreement. Actual current contracts were viewed to gain insight into big picture and "Procedural Manual for Real Estate Operations and Natural Resource Management" was used to devise recommended steps to turn over use of NPS beachfront property. Camp S.E.A. Lab's original proposal package was used to develop a comprehensive list of desired outcomes, needs and wants. Discussions were conducted with both government representatives and members of Camp S.E.A. Lab's Board for their organizations' terms and conditions in order to come to agreement in forming a contract that would benefit NPS and Camp

S.E.A. Lab, as well as the public's interest. With regard to preparing a contract framework and ideas for workable contracts, the students first planned to develop terms and conditions of which Camp S.E.A. Lab would be aware while preparing for and conducting contract negotiations with NPS. However, the end product proved to be a more developed and refined contractual strategic plan, and the process provided additional insight into terms and conditions for both sides. Previous contracts and templates, interviews and meetings were used to develop the final product.

D. ORGANIZATION

The Camp S.E.A. Lab MBA project team consisted of three MBA students, two co-lead advisors, and an associate advisor. Two of the MBA students, LCDR Edward Martinez and Capt Eileen Regan are in the Financial Management curriculum. The other student, LT Chad Ridder is in the Contracting curriculum. Responsibilities for the project were divided by the student's curriculum. LCDR Martinez and Capt Regan were responsible for developing the strategic communication plan and the business plan framework, while LT Ridder was responsible for the contract terms and conditions. All students participated in meetings with Camp S.E.A. Lab members, as well with stakeholders of the Camp S.E.A. Lab plan. Two co-lead advisors, Professors Gail Thomas and Jeff Cuskey offered guidance and advice in forming the student's work into an acceptable MBA project. The associate advisor, Professor Don Brutzman, who is also a member of the Board of Directors of Camp S.E.A. Lab, was the main liaison between the students and Camp S.E.A. Lab.

CHAPTER 2: BACKGROUND ABOUT CAMP S.E.A. LAB

A. PURPOSE AND GOALS

Camp S.E.A. Lab is a non-profit, youth-oriented marine science education program intended to foster scientific understanding and stewardship of our coasts and oceans. Camp S.E.A. Lab offers a non-residential five-day camp program for children ages 8 through 14. Located in Central California along the shores of the Monterey Bay National Marine Sanctuary, Camp S.E.A. Lab has access to numerous shore lines, nature sanctuaries, and reserves required to offer children a hands-on, adventure-based discovery of marine sciences. The focus is educating students and their teachers about the interconnectivity of Monterey Bay, from watersheds to the deep sea. Camp S.E.A. Lab is a cooperative venture with other education institutions and is designed to serve all youth regardless of socio-economic background, beginning at grade level five. The Mission of Camp S.E.A Lab is “to provide a unique residential educational experience for youth, their families, and their teachers: one fostering life-long excitement, scientific understanding, and inspiring stewards of today for the oceans of tomorrow.”²

B. HISTORY

The vision of Camp S.E.A. Lab began over ten years ago. A group of local marine science professionals realized that despite the unlimited marine resources available on the Monterey Peninsula no program focused on teaching marine and coastal science to the area’s youth.

Through the years, the concept of Camp S.E.A. Lab attracted the attention of many of the area’s premier coastal organizations. Camp S.E.A. Lab was established as a non-profit organization, and a volunteer board of directors was created in 2002. The Board of Directors is made up of marine scientists, university professors, and a number of highly regarded professionals in the science and coastal preservation community. This Board of Directors developed the idea of Camp S.E.A. Lab, creating a week long

² S.E.A Lab Monterey Bay, *The Science, Education and Adventure Camp, Business Plan, Supporting Information, Draft, p8, 2001.*
What is this?

combined residential and non-residential summer science camp for children ages 8 to 14. Additionally, the Board of Directors wanted to ensure that all children, regardless of economic background, would be able to participate in the Camp S.E.A. Lab experience. Therefore, the Board arranged that 25% of the campers would be scholarship students, primarily financed through research grants. These and many other issues comprise a coherent strategic vision for building a year-round educational resource.

The Camp S.E.A. Lab pilot program was conducted in July 2001. Twenty-eight sixth-grade students from schools in Salinas and Marina, California, were recruited to participate in a weeklong residential camp program. The children traveled to various parts of the Monterey Peninsula to participate in an activity-based discovery of the ocean and coasts. The summer, 2001, camp session was a great success. In 2002, Camp S.E.A. Lab offered two non-residential day camp programs and three residential programs. A total of 110 youths participated, with 55 attending on full or partial scholarships. Each camp session was filled to capacity. An additional 24 students were placed on waiting lists. For the summer of 2003, five non-residential day camp programs and five residential programs are scheduled for Camp S.E.A. Lab.

C. PERSONNEL

Currently Camp S.E.A. Lab operates under the control of its Board of Directors. The Board of Directors consists of representatives from regional businesses, the California Coastal Commission, California Sea Grant, California State University Monterey Bay (CSUMB), the University of California Santa Cruz (UCSC), the Naval Postgraduate School (NPS), and NOAA's Monterey Bay National Marine Sanctuary (MBNMS). The Board facilitates relationships with important regional organizations and also oversees the development of the Camp S.E.A. Lab program. All members on the Board of Directors are serving as volunteers. In addition to these volunteer board members, Camp S.E.A. Lab has two part-time employees: an Executive Director and a Program Manager. Additionally, Camp S.E.A. Lab hires seasonal staff during camp operation.

D. PARTNERSHIPS

Camp S.E.A. Lab has formed extensive partnerships with many of the Monterey's community organizations. These organizations and facilities include the National Oceanic and Atmospheric Administration (NOAA), the Monterey Bay National Marine Sanctuary (MBNMS), the National Weather Service (NWS), the Naval Postgraduate School (NPS), the Fleet Numerical Meteorological and Oceanographic Center (FNMOC), the Naval Research Lab (NRL), the University of California Santa Cruz (UCSC) Seymour Marine Discovery Center, the California State University Monterey Bay (CSUMB) Earth Science Center, the California Coastal Commission offices, the John Hopkins Stanford University Ocean Research Lab, the Monterey Bay Aquarium (MBA) and the Monterey Bay Aquarium Research Institute (MBARI), the Moss Landing and the Elkhorn Slough National Estuarine and Research Preserve, plus many others. The support that Camp S.E.A. Lab has received from these partnerships has greatly enhanced the experience of the campers, since the children have access to Monterey's natural environment as well as to the marine science professionals that work in the Monterey area.

E. FUTURE PLANS

Camp S.E.A. Lab wants to continue to offer weeklong residential and non-residential camps to children. However, Camp S.E.A. Lab would like to be able to increase the number of weeks that these programs are offered. Ultimately Camp S.E.A. Lab would like to own its own permanent education facility. This would allow Camp S.E.A. Lab to offer science programs year round.

F. CURRENT DILEMMA

Currently Camp S.E.A. Lab does not own its own educational facility. Camp programs are held at a different location every day, and children are bused from site to site. This is an expensive and time-consuming activity. In order to grow as a business and to reach the goal of offering year-round programs, Camp S.E.A. Lab needs its own

permanent education facility. A beachfront location can best support the Camp S.E.A. Lab program and benefit a potential partner such as the Naval Postgraduate School.

G. BUILDING A COLLABORATIVE PARTNERSHIP

The Naval Postgraduate School (NPS) owns a beachfront site that would suit the needs of Camp S.E.A. Lab. Currently the beach site at NPS is underutilized, and several past Superintendents of NPS have expressed interest in developing the beachfront site. Camp S.E.A. Lab would like to be included in the development of this land. For this reason, Camp S.E.A. Lab is proposing a collaborative partnership between NPS and Camp S.E.A. Lab, one in which Camp S.E.A. Lab would pay for the construction of a new educational facility on the NPS beachfront site, while in return, NPS would have full use of the facility while Camp S.E.A. Lab is not in session. Camp S.E.A. Lab and NPS would enter into a services in-kind lease, in which Camp S.E.A. Lab would construct and maintain the new educational facility and be allowed to hold camp at the site for an agreed upon number of weeks a year. This is a mutually beneficial partnership that offers excellent opportunities for both NPS and Camp S.E.A. Lab.

CHAPTER 3: CONCEPTUAL FRAMEWORK AND ISSUES

A. COMMUNICATION PLAN

Communication is the cornerstone of any human endeavor. In the formulation of a partnership between any two organizations, certain elements must be considered, defined, and implemented to construct the groundwork, goals and roles of the partnership.

Some method must be devised to create a chronological plan for organizing the two culturally different organizations into a working partnership. Considerations must take into account goals of the new partnership, timelines for meeting these goals and the most effective process that will achieve the goals. A communication plan is a means of developing a plan for the partnership of two organizations as it identifies all of the elements that need to be addressed for a successful evolution.

One method of accomplishing this is to use a strategic communication plan. As communication is a dynamic process, a communication plan is also a work in progress which ebbs and flows with time and reflects the dynamics involved in creating a new partnership. A communication plan thus contains elements based on the participants. It deals with the goals of each organization; existing social, management and organizational structures of the participants; as well as attempts to outline the fundamental process to achieve objectives. An example of a strategic communication model follows in Figure 1.

The ideas expressed in this section are derived from *Communicating for Results in Government*, by James L. Garnett.

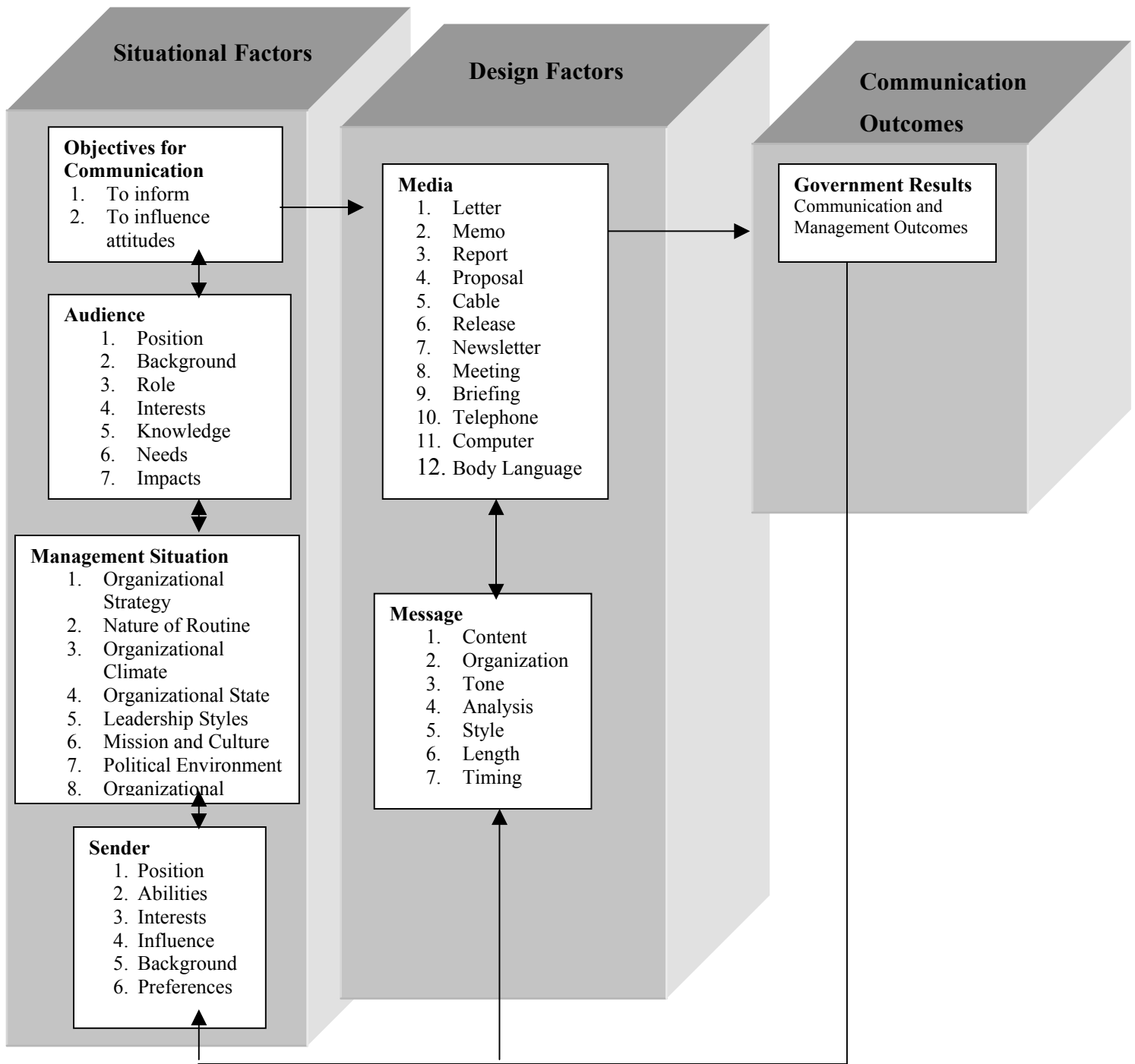


Figure 1 **Strategic Communication Model**

Source: *Communicating for Results in Government*

A strategic communication plan provides answers to two basic questions:

- *What is the goal to be accomplished?*
- *How is the goal to be accomplished?*

In addition to answering those questions, other critical issues that must also be addressed are: What is the environment in which personnel will be working? What is the best way to present ideas, given the constraints of the objectives?

Construction of the plan follows the same rules as building any structure: start with a base and work up. The “base” of communications between two entities is constructed from the elements of those entities. This translates to defining the personnel on each side of each issue. In order to communicate effectively, each side must become familiar with the other: who is talking, who is listening, and what needs to be said to each other are established as the base of the plan. These are traditionally defined as the Situational Factors and traditionally include:

- Objectives for communication
- Audience
- Management Situation
- Sender

The audience is further broken down into key elements involving status or position, background information, interests, needs, and audience knowledge. Additionally the role of the audience is mapped as either the Immediate, Primary, or Secondary audience. Immediate audiences are those individuals who will transmit the message. A primary audience is one that will make decisions and take action based on the message. A secondary audience consists of those individuals who will be affected by the message.

The Management Situation is comprised of elements designed to capture the working environment under which the courted organization works. The idea is to define the management philosophy to determine which method of communication will work best in the working environment of the organization. Elements to consider include:

- Organizational strategy, climate and state, as well as avenues of communication.
- Nature of routine

- Leadership styles
- Mission and culture
- Political environment
- Technology

The sender section needs to ascertain the communication process that lends itself to the target audience naturally by analyzing the sender's strengths and preferences, and altering the necessary elements to fit the receiver's preferences. These elements include: sender position, abilities, credibility, background and interests.

The second level of communication involves the format of the message and is therefore comprised of the content of the message itself and how it will be conveyed, given the properties associated with the principal participants of the communication interaction. This level is called the Communication Design Factors and is broken down into Choice of Media and Message sections.

The message is based on the preferences defined by audience analysis, which influences the content, organization, tone, timing and presentation style.³

Special considerations are taken into account when one of the entities is a government installation. Government entities must abide by specific and unique rules and regulations, and any strategic plan used must also take into account these rules. A specific model application for Camp S.E.A. Lab in their attempt to partner with NPS requires that portions of the general make-up of the communication plan fit into the particular aspects of collaboration with a government entity.

The Camp S.E.A. Lab communication plan was developed in stages. A preliminary assessment of the Camp S.E.A Lab - NPS Situational factors indicated that not all factors of a traditional analysis model were relevant. Elements that included technology were beyond the scope of the collaboration. In addition, since the plan would grow to include the stages of the partnership process, several communication plans needed to be developed, and only the final version is included in the report. Inputs into the final plan included email, phone call conversations and face-to-face meetings.

³ Garnett, James L. *Communicating for Results in Government* pp#62-63
Jossey-Bass, 1992

B. BUSINESS PLAN

A business plan identifies future financial needs as well as providing an opportunity to assess a company's competitive advantages and opportunities. Several different objectives are involved in writing a business plan. A recommendation by Ernst and Young is to "write for your reader," i.e., write in language the target audience will understand and cover issues about which the audience wishes to know. The basic concept is to explain the idea, the benefit and the expected results in a logical and succinct manner.

The business plan also represents the overall goals of a company and defines the management strategy for cultivating the "core business" on which the company will concentrate. Elements of the plan include an Executive Summary, Company Information, Market Outlook, Product Specifics, Management Team, Strategy, Implementation and Financial Analysis.⁴ Information includes a description of the existing company; a delineation of its goals, and future projections for revenues and resource needs of the firm.

Constructing a business plan for Camp S.E.A. Lab proved to be a difficult project for several reasons. As a non-profit organization, Camp S.E.A. Lab has community relations considerations which are not the same as those associated with a for-profit commercial business.

Collaboration with a government entity such as the Naval Postgraduate School gives added prestige to Camp S.E.A. Lab and adds inherent public image value to NPS. In addition, Camp S.E.A. Lab's goal was to attract a partner for a services-in-kind, not a financial collaboration. This makes financial forecasts especially important since the success of the collaboration resides in the ability of Camp S.E.A. Lab to grow according to its stated plan. The business plan also needs to accentuate the benefits and opportunities that Camp S.E.A. Lab has to offer. Recommendations for a short-range business plan were drawn up which accounted for these differences.

C. CONTRACT TERMS AND CONDITIONS

When dealing with real estate of the US Government, three options are available for establishing a contract agreement for use of the property. The three are a license, a lease, and an easement. They have different limitations and strengths and all are options for Camp S.E.A. Lab, but some work better than others for this partnership.

a. License

The license is the first option and it would authorize Camp S.E.A. Lab to use, for specific purposes without conferring any possessor interest, real property controlled by the Department of Defense and/or Department of the Navy. Camp S.E.A. Lab could use buildings and property on NPS under a license, but no changes to property could be made. The license is quick and easy to establish and maintain. A license is revocable at will, without any prior notice. The fact that a license may be broken with such ease does not fit well in a contract such as the one proposed.

b. Lease

A lease is the second in the series and is the most common of the three. The Department of the Navy leasing policy is similar to that of the Department of Defense. Government non-surplus real property may be leased for any legitimate non-Federal use that is consistent with approved Navy policies and government legislation.⁵ This is the best option for Camp S.E.A. Lab in establishing an outdoor activity area with an amphitheater. Camp S.E.A. Lab could bring in items to the property, but all items brought in would have to be easily removable. A lease can be terminated quickly, but according to lease law requirements, Camp S.E.A. Lab would have to be given a 30-day notice of cancellation. The lease is the best fit for the outdoor activity center and amphitheater. It gets Camp S.E.A. Lab onto Naval Postgraduate School property and if the experience proves to be positive, sets the stage for additional contracts and assisting

⁴ Ernst and Young. "Guide to Producing a Business Plan" [http://www.ey.com/global/Content.nsf/UK/CEUK_-_Library_-_Guide_to_producing_a_business_plan]. November 2001

⁵ NAVFAC *Real Estate Operations and Natural Resources Management Procedural Manual*, P-73 Volume II, Chapter 19, p2

Camp S.E.A. Lab to achieve its final goal of erecting a permanent structure on the beach site property and reducing residential camp activity costs.

D. EASEMENT

Easement is the third and highest tier of the government property use contract structure. “This term (easement), as it has developed in law, is not one that can be precisely defined, since it has been applied to diverse rights in land.”⁶ For the purpose of this paper, an easement is a right, not revocable at will, to use real property of the Government for a limited purpose. The granting of an easement does limit the ability of NPS to use the property involved and therefore, can be difficult to obtain since the government does not care to limit its options. Camp S.E.A. Lab’s goal of construction of a permanent education center building will require extensive negotiations with the government. An easement is the only type of contract that can be used since there will be a permanent change to the property. The government will want limitations on the scope, terms, and conditions to protect its rights regarding both the contiguous government-owned property as well as its rights to the property on which the easement lies. An easement is the most difficult of the three contracts to dissolve. This is a further reason that the government limits the amount of easements it will grant.

It is recommended that the contracts be completed in phases. The first phase is to establish a lease of the outdoor educational area known as the activity area and to also include the amphitheater along with some restoration areas for environmental assistance and improvement. The second phase is the creation of an easement to include the construction and use of an education center building and additional environment restoration areas. This would be a gradual process and one that could be expanded upon in the future.

⁶ NAVFAC *Real Estate Operations and Natural Resources Management Procedural Manual* P-73 Volume II, Chapter 21, p1.

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CHAPTER 4: SUMMARY

A. CONCLUSIONS

This MBA project lays the groundwork for the development of a collaborative partnership between Camp S.E.A. Lab and NPS. Three documents were developed as products for Camp S.E.A. Lab's Executive Director and Board of Directors: a strategic communication plan, a business plan and sample lease and easement agreements. The strategic communication plan can be used to brief NPS' Superintendent. This document explains the purpose fulfilled by the Strategic Communication Plan and how it can be used as a tool to brief Camp S.E.A. Lab's proposal to the Superintendent. Although the Superintendent has not been formally briefed to date, numerous stakeholders at NPS are supportive of Camp S.E.A. Lab's proposal.

The second document outlines the sections included in a standard business plan. Partially developed sections of the business plan specific to Camp S.E.A. Lab were included as an example of a plan necessary to begin a capital campaign. The information contained in each section builds on information found in the current long-range business plan, adding knowledge and data gathered throughout the MBA project work.

Camp S.E.A. Lab will also have examples of two of the types of contracts: a lease and an easement, which NPS requires to consummate the partnership. The contracts were drafted specifically for the Camp S.E.A. Lab proposal. These contracts serve as the framework that Camp S.E.A. Lab can use to negotiate any final contracts. All terms and conditions are identified, and defined so that members of Camp S.E.A. Lab understand the terminology employed when requesting a services-in-kind license, lease, or easement with the government.

It was observed that communication is difficult in a non-profit organization for several reasons:

- Personnel are part-time volunteers with other work to divide their attention.
Communication is both incomplete and time-consuming as regular avenues of face to face discourse is scheduled once a month.
- Key managers are necessarily located in various locations rather than a central office

- Limited resources necessitate division of labor. This leads to isolationism in completing projects with no input or communication from other members of the non-profit organization until the project is complete.

B. RECOMMENDATIONS

1. It is recommended that a working communication model be implemented by Camp S.E.A. Lab using the structure produced by this project plan, adapt their strategic goals as their organization grows and to produce the next level of analysis in their quest to build a partnership with NPS.

Although Camp S.E.A. Lab has the resources to become a highly viable organization, a focused strategic plan to fully capitalize on their core competencies and planned goals is necessary to achieve growth. A communication plan is best suited for Camp S.E.A. Lab due to its adaptability and flexibility, while providing a stronger communication structure for the organization.

2. It is recommended that future Camp S.E.A. Lab business plan emphasize two key elements of collaboration with a non-profit organization: existing multicultural and inclusive partnerships (educational, environmental, political) and the inherent appeal to public goodness and service instilled by the partnership. The business plan document produced will serve as a framework for developing audience-specific business plans, with more or less detail to address different audiences as appropriate.

A traditional business plan identifies future financial needs as well as provides a means to assess a company's competitive advantages and opportunities. Non-profit organizations have positive goals and purposes that appeal to community-service values of an organization such as the Naval Postgraduate School. Camp S.E.A. Lab's business plans will emphasize their ability to increase public goodness and services to potential investors and stakeholders.

3. *It is recommended that Camp S.E.A. Lab negotiate a license to obtain an initial agreement to use the beachfront property, a lease to allow Camp S.E.A. Lab the right to use a specific area of government property- the outdoor education area, and as a final phase an easement for a permanent education center building.*

The collaboration between Camp S.E.A. Lab and the Naval Postgraduate School is an expansive and multi-layered endeavor that will be developed in stages to ensure success. Camp S.E.A. Lab will have to build trust at each level of responsibility afforded respectively by a license, lease and easement before initiating the next stage. The key to building a successful full partnership is developing a relationship from an initial agreement and allow it to grow with time and commitment.

C. LESSONS LEARNED

The experience at Camp S.E.A. Lab permitted the students involved in the Camp S.E.A. Lab project to apply the concepts and skills learned in their classrooms in a real world environment.

- Established credibility carries a great deal of weight when presenting new ideas. Although Camp S.E.A. Lab is a relatively new idea, support was received quickly from various organizations willing to help the students to bring their vision to life. The Executive Director of Camp S.E.A. Lab noted that she had been able to obtain funding of \$100,000 from legislative appropriations with only a preliminary business plan, but was able to convince legislators because of her convictions and commitment to the success of Camp S.E.A. Lab. While this strategy is not recommended (attempting a capital campaign without a complete business plan), it demonstrates that the strategy process needs passion, a “spark of life,” in addition to facts and numbers to capture an audience’s attention and support.
- Since communication equates to strategy, the non-profit organization is particularly vulnerable to producing at best a haphazard strategy. The communication model is a strategic asset that can be incorporated into Camp

S.E.A. Lab's organizational mission. As a planning vehicle, the strategic communication plan focuses all participants on achievable goals. The goals can be achieved in a successive step process, and the communication structure reflects the milestones that need to be reached to move to the next step. Commitment and input from both NPS and Camp S.E.A. Lab is essential. Input into the communication plan can be taken indiscriminately from all types of sources – face-to-face meetings, email, phone conversations - and be included in the formation of the structure.

- Communication cannot be assumed to exist between all concerned parties in an organization. It must be constantly worked on and attended to. A communication plan is our recommended method of establishing and maintaining this communication link between all members in an organization. In the course of gathering data for this project, we spoke with and obtained information from various members of Camp S.E.A. Lab. We assumed that since one individual in the organization had certain information, this information had also been shared with other members of the organization. This assumption proved to be false. We realized that this was especially true in a non-profit organization made up of members devoting only part-time association and support to the organization because they held full-time jobs elsewhere.
- A strategic communication plan can be used as a common link between members themselves and to help members focus on the goal. Further, the plan can contribute to the continuity of organizational history. A knowledge of and record of the organization's history helps the organization to maintain its clarity and focus on its goals.
- Although a document is necessary to open channels of communication between members, face-to-face meetings are invaluable for planning and organizing a strategy. Communication via phone messages, email, and written messages are

ineffective to convey the enthusiasm and commitment to success that the Executive Director described as being a necessary component of an appealing proposal. Questions, answers and reading non-verbal cues are important factors in knowing what to say and what not to say to different audiences. These play a key role in the non-number aspect of negotiations. At the earliest possible opportunity, scheduling face-to-face communications in the form of meetings, briefings or even informal lunches builds confidence and trust between nascent partnerships.

- Contract information is considered by many to be proprietary and few persons wish to divulge information about their contracts. The government treats its contract templates, public lease information and contract procedures with limited access. It is understood that when entering negotiations advantages are not given away, but an effort to reach common ground in a public lease agreement with the government in which templates obtained from a standard government manual are used, will make information more readily available. Easy availability of this information is needed to give both representatives of the non-profit organization and government representatives an understanding of the appropriate clauses that must be included to reach an agreement.
- Common core concerns of licenses, leases, and easements between the government and outside organizations are standard and include terms and conditions involving the environment, legal issues and government control. Government clauses are set up to allow for easy exit from any agreement with minimal risk. Organizations can therefore assist each other by sharing their contract information with the government since the government uses a standard template.
- It can be far easier to negotiate a contract early on if both sides work together as soon as possible and communicate all their issues and concerns to achieve complete agreement to all terms and conditions. Organizing an extensive project

for use of government property into smaller parts or phases is the best way to plan when working with the government. Compromising on an initial agreement and then expanding to a desired outcome is a recommended strategic plan.

ⁱ The relationships between Camp S.E.A. Lab and the various organizations listed are:
Fleet FNMOC is a separate organization that is searching for a host organization to establish an education program with the local community utilizing the beach site property.
The NPS Foundation exists to improve the quality of education received at NPS. Many former Superintendents are now members of the Foundation.
The Pebble Beach Foundation is an existing partner with Camp S.E.A. Lab and is a major source of funding.

NAVAL POSTGRADUATE SCHOOL

MBA PROFESSIONAL REPORT

A Strategic Communication Plan in Support of a Collaborative Partnership Between Camp S.E.A. Lab and the Naval Postgraduate School

Appendix A

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1. INTRODUCTION

Communication is the cornerstone of any human endeavor. In the formulation of a partnership between any two organizations, certain elements must be considered, defined, and implemented to construct the basic structure, goals and roles of each of the partnership organizations effectively. Some method must be used to create a plan to organize and assimilate all of the data involved when two culturally different entities combine either in their entirety or solely for the accomplishment of a joint goal.

One method of encouraging this process is to employ a strategic communication plan. As communication is a dynamic process, a communication plan is also a work in progress which ebbs and flows with the passage of time and reflects the dynamics involved in creating a new partnership. A communication plan thus includes elements based on the participants, goals of each organization, and the existing social, management and organizational structures of the participants as well as attempts to outline the fundamental process to achieve objectives.

A strategic communication plan provides answers to two basic questions:

- What is the goal to be achieved?
- How is that goal to be accomplished?

In addition to answering those questions, other critical issues that must also be addressed are: What is the working environment of the personnel? What is the best way to present ideas given the constraints of the objectives?

A strategic communication plan was developed for Camp S.E.A. Lab as part of the process to build a collaborative partnership between Camp S.E.A. Lab and the Naval Postgraduate School. The plan follows the model presented by Garnett and was developed specifically as an analysis of the elements inherent to a presentational brief to the Superintendent explaining Camp S.E.A Lab's goals and defining the benefits of a collaboration.

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2. OBJECTIVE

The objective of this communication plan is to model an outline for a briefing with the Superintendent of the Naval Postgraduate School (NPS) in which Camp S.E.A. Lab will introduce the concept of a collaborative partnership between Camp S.E.A. Lab and NPS. The goal of the initial presentation is to allow Camp S.E.A. Lab to build an outdoor classroom on NPS beachfront property for use during the summer of 2003. Camp S.E.A. Lab believes an outdoor classroom will have a small impact on the beach site and will require a low level of commitment from NPS. The construction of the outdoor classroom will allow Camp S.E.A. Lab to establish its presence at NPS, develop a working relationship and build trust with NPS.

If the initial arrangement works well, Camp S.E.A. Lab will eventually ask for permission to construct a permanent educational facility and ultimately construct dorms at the site to develop a self-contained camp complex. The proposed site is out-of-the-way and under-used. Located in that area, Camp S.E.A. Lab will not interfere with NPS activities. The shared use of these facilities will increase the educational benefits for both organizations. Each of these buildings would be considered and approved on an individual basis, unless otherwise directed by NPS.

A lease is sufficient to allow Camp S.E.A. Lab to use the land for an outdoor classroom. Camp S.E.A. Lab is offering to make improvements to NPS property in return for use of the resources. Camp S.E.A. Lab will be asking permission to participate in an activity at NPS similar to activities involving other organizations already in place on NPS property, such as sports leagues and local school outreach programs.

The goals of a first presentation brief are:

- Gain written recognition of Camp S.E.A. Lab's proposal by its inclusion in NPS' Regional Shore Infrastructure Plan (RSIP).
- Obtain a signed letter of intent from the Superintendent that would allow Camp S.E.A. Lab to construct and use the outdoor facility. (This letter of intent will be used to begin a capital campaign for funding from the AT&T Pebble Beach foundation.)

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3. AUDIENCE

The communication plan is constructed for a particular target audience. Positional authority, background issues, needs and influences are analyzed for inclusion in the formation of the plan.

The primary audience is the Superintendent of NPS. Although not an expert in the field of Marine Sciences, the Superintendent is considered the expert in what is beneficial for NPS. The presentation will be limited in terms of scientific terminology, and will concentrate on the benefits that Camp S.E.A. Lab will provide to NPS and the community. Since Camp S.E.A. Lab is asking for use of NPS property, the Superintendent will be assured that Camp S.E.A. Lab has a solid plan to use the land efficiently. Camp S.E.A. Lab will address potential NPS concerns involving how often the classroom will be used, how many people on average will be present at the site; and what the proposed time-share of the facility with NPS will be. Additionally Camp S.E.A. Lab is prepared to answer questions concerning the safety of the children, including plans for emergencies that may arise, what will be the student to supervisor ratio, and NPS' liability for injuries to camp participants.

In October 2002, the Superintendent expressed a desire to develop the under-used NPS beach front property. A meeting with the Fleet Numerical Meteorological and Oceanographic Center (FNMOC) produced the possibility of partnering with the Youth Council of Ocean Governance (Y-COG), an organization interested in developing a science-based education program for children. Y-COG is in a development phase and is currently looking for organizations that will facilitate their planned use of the beach front property.

Since Camp S.E.A. Lab's proposal is supported by NPS' Oceanography Department and includes provisions that allow NPS to have shared use of all Camp S.E.A. Lab facilities, a partnership with Y-COG is feasible. The conceptual site to be considered at the briefing is the same area that the Superintendent expressed desire in developing when he met with FMNOC.

The presentation will describe the compromise plan developed after meeting with the NPS Oceanography Department, members of the Board of Directors and staff for

Camp S.E.A. Lab and will concentrate on the development of an industrial site for use by the NPS Oceanography Department and a separate Camp S.E.A. Lab site some distance away from the industrial site.

The secondary audience includes the NPS Oceanography Department the Director of Facilities and Campus Planning. The Oceanography Department currently conducts research and maintains a storage facility at the site. The Director of Facilities is affected by all new construction at NPS.

A successful presentation requires support from both these allies. The Oceanography Department required assurances that Camp S.E.A. Lab participants would not disrupt their research, and that Camp S.E.A. Lab will continue to accommodate the needs of the Oceanography Department as plans progress. After meeting with the Executive Director of Camp S.E.A. lab, dormitory construction was re-evaluated and the decision to omit the dorms in the presentation is a compromise based on the facility directors concerns over the issues associated with housing construction at a remote beach front site.

A new study was recently published by the Oceanography Department in which the erosion rate of the NPS beach site was documented. A meeting with the author of the study, Professor Edward Thornton, Department of Oceanography, reassured that Camp S.E.A. Lab's planned location of the education facility would not be affected by the rate of erosion gathered in his study. The Camp S.E.A. Lab beach site scheme is planned under his guidance. As President of the Monterey Dunes Coalition, Dr. Thornton's concern centers on beach preservation and the planned means to deal with natural erosion. Further stipulation includes an amendment to any contract agreed upon between NPS and Camp S.E.A. Lab that states no sea wall ever be built at the site to halt or slow down erosion.

Although no opposition accompanies the construction of the educational facility, approval for its construction requires a much larger commitment from the Superintendent as well as length of term waivers, legal considerations and contract negotiations. A strategic decision to advance the partnership through phases, beginning with the lease of the site for an outdoor classroom was developed as the best chance of success. Working

with NPS over a longer period of time allows for adjustment and relationship building between Camp S.E.A. Lab and NPS, thereby aiding the collaboration process.

4. MANAGEMENT SITUATION

The legal considerations of the legal aspects of entering into a lease with Camp S.E.A. Lab are listed below. The Superintendent will be concerned with ensuring that the provisions set by the Secretary of the Navy are met. For the Secretary to accept the endorsement of the Superintendent, the provisions listed below will have to be addressed in the Camp S.E.A. Lab plan. This includes demonstrating that the government is receiving fair market compensation for the leased property, that the lease will be advantageous to the United States, and will be in the public's best interest.

The lease of government land is subject to United States Code: Military Leasing Act of 1947, Title 10, Subtitle A, Part IV, Chapter 159, Section 2667¹. This section involves leases that are non-excess property of military departments. The Secretary of the Navy may lease Navy-owned property to outside sources whenever the Secretary deems it to be advantageous to the United States and to the Department of the Navy. The Secretary of the Navy can accept such a lease when it is in the public interest to do so. The following conditions must also be addressed:

1. The land or personal property must be under control of the department.
2. The land considered for lease must not be excess property.
3. The lease may not be for more than five years unless the Secretary of the Navy determines that a lease for longer term is in the public interest.
4. The Navy must give Camp S.E.A. Lab the first right to buy the property if the lease is revoked under any other provision of law in order to allow the United States to sell the property.
5. The Secretary is permitted to revoke the lease at any time, unless he determines that the omission of such a provision will promote the national defense or be in the public interest.

¹ *United States Code: Military Leasing Act of 1947, Title 10, Subtitle A, Part IV, Chapter 159, Section 2667* [<http://www4.law.cornell.edu/uscode/10/2667.html>]

6. Payment in cash or in kind of consideration in an amount not less than the fair market value of the lease interest, as determined by the Secretary, shall be made by the lessee.
7. The lease may provide for the alteration, repair, or improvement, by the lessee, of the property leased as the payment of part or all of the consideration for the lease.
8. In addition to any in-kind consideration accepted under section part IV chapter 159, of the Leasing Act of 1947, in-kind consideration accepted with respect to a lease under this section may include the following:
 - a. Maintenance, protection, alteration, repair, improvement, or restoration (including environmental restoration) of property or facilities under the control of the Secretary of the Navy
 - b. Construction of new facilities for the Secretary.
 - c. Provision of facilities for use by the Secretary
 - d. Facilities operation support for the Secretary
 - e. Provision of such other services relating to activities that will occur on the leased property as the Secretary of the Navy considers appropriate
9. In the case of a lease for which all or part of the consideration proposed to be accepted by the Secretary of the Navy under this subsection is in-kind consideration with a value in excess of \$500,000, the Secretary may not enter into the lease until 30 days after the date on which a report detailing the terms of the lease is submitted to the congressional defense committees.
10. Notwithstanding the provisions of point 6, above, the Secretary may accept consideration in an amount that is less than fair market value of the lease interest if the Secretary determines that:
 - A public interest will be served as a result of the lease
 - Fair market value of the lease is unobtainable or not compatible with such public benefit.

The mission of NPS “is to conduct and direct the advanced education of commissioned officers, and to provide such other technical and professional instruction

as may be prescribed to meet the needs of the Naval Service; and in support of the foregoing, to foster and encourage a program of research in order to sustain academic excellence.”²

A partnership with Camp S.E.A. Lab will help NPS in achieving its mission. Camp S.E.A. Lab has formed partnerships with many local organizations. This includes partnerships with the area’s premier institutions of higher learning. An association with Camp S.E.A. Lab will allow NPS work with these institutions, which will in turn increase educational and research opportunities for students at NPS. Additionally an association with Camp S.E.A. Lab will allow NPS to become more involved with the civic community and to foster partnerships to advance education and community relations.

² <http://intranet.nps.navy.mil/code22/orient/npsmiss.htm>

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5. PRESENTERS

The Executive Director, Professor Don Brutzman and a member of the NPS foundation will present Camp S.E.A. Lab's proposal to the Superintendent. These individuals have been chosen based on their familiarity and knowledge of Camp S.E.A. Lab and also because of their credibility at NPS.

Executive Director

The Executive Director of Camp S.E.A. Lab is also the Department Chair in Marine Science and Technology at Monterey Peninsula College. She has extensive experience developing Marine Science and Marine education programs. She has been successful in managing State Marine Regulatory Agencies, non-governmental agencies, and academic institutions of higher learning. Very respected in the science world, particularly in Monterey, she has worked hands-on with Camp S.E.A. Lab for 3 years, and will be able to answer any questions about its operations, schedule, plans, and partnerships with local resources.

Associate Professor Don Brutzman

Professor Brutzman's primary concern is that NPS benefit from the partnership. Professor Brutzman will brief the footprint of Camp S.E.A. Lab at the beach site. He is familiar with the work conducted at the beach site and is able to answer questions concerning the effects of Camp S.E.A. Lab's presence.

NPS Foundation

The NPS Foundation has agreed to send a member of its board to attend the Camp S.E.A. Lab brief to the Superintendent. The member will be attending the meeting in support of the Camp S.E.A. Lab plan. This will greatly increase the credibility of the Camp S.E.A. Lab brief, as many of the members of the Foundation have served as Superintendents of NPS. They have an abiding interest in the progress and welfare of NPS.

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6. MEDIA CHOICE

Face to face communication with the Superintendent is crucial for Camp S.E.A. Lab to gain his support. Due to the high level of commitment required of NPS, an open forum where questions can be answered immediately is required. Additionally the personal contact with the Superintendent will allow him to see that Camp S.E.A. Lab is operated and supported by professionals.

A read-ahead package will be sent to the Superintendent one week prior to the brief. The package will contain the history of Camp S.E.A. Lab, to include the support that has been received from the local community. The package will be designed to emphasize the fact that Camp S.E.A. Lab is presenting a mutually beneficial offer to NPS. Factors to key on include the support offered by the NPS Oceanography Department, the NPS Foundation and the working relationship developed with FMNOC and Mr. Dausen.

During the briefing a Camp S.E.A. Lab promotional video will be used as a one-minute introduction, which will include Congressman Sam Farr's endorsement. The remainder of the presentation will be made via power point presentation. Additionally, poster boards of the conceptual site will be used to describe the intent and goals of Camp S.E.A. Lab. The brief will be designed to emphasize the organization and viability of the collaboration.

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7. MESSAGE

The content of the message will be shaped by what knowledge the Superintendent will need to make a decision about Camp S.E.A. Lab's proposal to construct the outdoor classroom at the beach site. The message is designed to gain the Superintendent's approval of Camp S.E.A. Lab's proposal.

The first step is to introduce Camp S.E.A. Lab, explain what it is, and to provide a brief history to describe Camp S.E.A. Lab's current situation and status to the Superintendent. A particular note that will be stressed is the fact that Camp S.E.A. Lab is a non-profit enterprise, and a discussion of the activities completed by Camp S.E.A. Lab during the summers of 2001 and 2002 will end the introduction.

The next segment will include what Camp S.E.A. Lab's plans on NPS property are, and why this partnership would be a beneficial collaboration.

Of note is the level of enthusiasm and confidence witnessed in interviewing members of Camp S.E.A. Lab's Board of Directors. This level of commitment will be evident throughout the presentation and will be emphasized to foster interest with NPS. Although this is an important aspect of the presentation, it is also important to maintain a high level of professionalism throughout the brief, in part due to proper deference and respect accorded the Superintendent, but also to appeal to the professional nature inherent in dealing with a military organization.

The brief will be limited to 30 minutes.

Questions and answers will be 15 minutes.

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8. OUTCOME

The expected outcome of the brief is for the Superintendent to approve construction of the outdoor classroom. Camp S.E.A. Lab's plan will then be included in the RSIP. Additionally the Superintendent will sign a letter of intent showing his approval to begin construction.

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9. FEEDBACK

Immediate feedback will be received during the question and answer portion of the brief. The Superintendent will verbally express his thoughts on the Camp S.E.A. Lab proposal to the presenters at the time of the brief. Additionally the signed letter of intent and the inclusion of Camp S.E.A. Lab's plan in the RSIP will be positive feedback from NPS.

NAVAL POSTGRADUATE SCHOOL

MBA PROFESSIONAL REPORT

A Strategic Short-Range Business Plan in Support of a Collaborative Partnership Between Camp S.E.A. Lab and the Naval Postgraduate School

Appendix B

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1. INTRODUCTION

Every business plan includes a standard set of elements. Plan formats and outlines may vary, but generally, a plan will include the following: an executive summary, a company description, a description of the company product or service, a market analysis of the business, a description of the business management team, and a financial analysis of the business. The business plan outlined for Camp S.E.A. Lab addresses these topics. The target audience is a potential investor in a capital campaign. It may be necessary to have several versions of a business plan that vary in level of detail to meet multiple target audiences.

The introduction of each section in this document was written using outlines from various business plans, including Ernst & Young's "Guide to Producing a Business Plan." All italicized writing is information derived from conversations with members of Camp S.E.A. Lab as well as from information contained in the Camp S.E.A. Lab long-range business plan.

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2. EXECUTIVE SUMMARY

The executive summary includes the following sections: purpose of the plan, objectives, mission and keys to success.

PURPOSE OF THE PLAN

The executive summary is a one-to-two-page report outlining the purpose of the plan and summarizing it. This short section addresses key points of the plan, including:

- What is the purpose of Camp S.E.A. Lab?
- What are Camp S.E.A. Lab's distinguishing features?
- Are there a need and a market for this business?
- If so, what population exhibits this need and comprises this market? How large is it?

OBJECTIVES

The objectives are Camp S.E.A. Lab's business goals: where it is going and what it plans to accomplish. Solid numbers and figures instead of estimates or generalizations are used. The size and type of market that the camp aims to reach is stated. Camp S.E.A. Lab's goals could be measured in the number of children and teachers reached per year, or in the amount of revenue earned. High customer satisfaction could also be a goal; a survey to measure satisfaction could be conducted.

MISSION STATEMENT

How will Camp S.E.A. Lab operate as a business? Broadly define the underlying goals and objectives, and state what market will be served by the benefit Camp S.E.A. Lab will offer (teaching science, providing scholarships to underprivileged children).

KEYS TO SUCCESS

This will help set priorities for Camp S.E.A. Lab. What are three or four items that are necessary for the success of Camp S.E.A. Lab? Are there any critical milestones that Camp S.E.A. Lab has to meet? Are there funding requirements? What are they?

SUMMARY EXAMPLE

Camp S.E.A. Lab is a non-profit youth-oriented marine science education program intended to foster scientific understanding and stewardship of our coasts and oceans. Camp S.E.A. Lab offers a non-residential five-day camp program for children ages 8 through 14. Located in Central California along the shores of the Monterey Bay National Marine Sanctuary, Camp S.E.A. Lab has access to numerous shorelines, nature sanctuaries, and reserves necessary to offer the children a hands-on, adventure-based discovery of marine sciences. The focus is on educating students and teachers about the interconnectivity of the Monterey Bay: from watersheds to the deep sea. Camp S.E.A. Lab will help create a passion for learning through hands-on experience, and immersion in the coastal and marine environments.

Camp S.E.A. Lab is a cooperative venture with other educational institutions; it is designed to serve all youth regardless of socio-economic background, beginning at fifth grade level. Camp S.E.A. Lab intends to address the needs of students, teachers, and communities in scientific disciplines, with special emphasis on marine and coastal studies. Camp S.E.A. Lab fills a unique niche in the Central California area. Despite the rich marine resources in the region and the lure that the ocean holds for many youth, there is no camp in Central California that focuses exclusively on marine and coastal science studies.

As a not-for-profit organization, Camp S.E.A. Lab will be financed through grants, tuition, donations, and in-kind contributions. To ensure the success of Camp S.E.A. Lab, a permanent educational facility will be built. This will require an investment of \$2.78 million in order to construct and furnish the required facility. Expected tuition revenues for the five years of operation is \$1.23 million. The undiscounted net income for the first five years is expected to be \$76,600. Funding has been provided by a number of sponsors, including the AT&T Pebble Beach Foundation, Congressional Appropriations, and the Packard Foundation. To date, a total of \$3.075 million has been contributed to Camp S.E.A. Lab.

3. COMPANY DESCRIPTION

Company description includes history, locations and facilities, company ownership, and legal establishment.

HISTORY

Provide a brief summary of the development of Camp S.E.A. Lab to include:

- Where did the idea come from?
- Has Camp S.E.A. Lab been successful thus far? Why or why not?
- What are the criteria Camp S.E.A. Lab is using to measure this success rate?
- Are there any trends, both positive and negative, that Camp S.E.A. Lab has experienced or observed?

Include financial highlights for the years that Camp S.E.A. Lab has been in operation.

LOCATION AND FACILITIES

What facilities does Camp S.E.A. Lab use? Are they offices or classrooms?

What are the lease agreements for these facilities?

Discuss the location of Camp S.E.A. Lab. Location is a critical selling point to possible investors. The Monterey Peninsula offers many resources that enhance the value of Camp S.E.A. Lab. These include not only natural resources, but also the Monterey Bay Aquarium and other facilities that are within close proximity and therefore easily accessible. A Camp S.E.A. Lab in Kansas would not have the same appeal as one in Monterey.

OWNERSHIP AND LEGAL ESTABLISHMENT

Describe the legal establishment and ownership of Camp S.E.A. Lab. Is Camp S.E.A. Lab a non-profit organization, a company or a partnership, or some other legal entity? Who owns the company and in what proportion? Is it privately owned, publicly traded?

COMPANY DESCRIPTION EXAMPLE

The S.E.A. Lab pilot program was conducted in July 2000. By all measures it was a terrific success. We recruited 28 sixth grade students from schools in Salinas and Marina, CA. The children were selected from a group of students that participates in a private initiative called RISE-Recruitment In Science Education.

The class was a multiracial, multiethnic collection of enthusiastic kids, most of whom had spent little time studying the ocean. The framework for the course was the same as that prescribed for the S.E.A. Lab Student Camp. Five major modules, one per day, provided the field context for the inquiry-based learning. Camp S.E.A. Lab will continue to accommodate children of all socio-economic segments.

In 2002, Camp S.E.A. Lab offered two non-residential day camp programs of five days each, and three residential programs, also five days each. The summer, 2002, program advanced the Camp S.E.A. Lab collaborative model of integrated inquiry-based, hands-on science activities with exposure to working professionals in the fields of marine science and advanced technology. Camp S.E.A. Lab worked with 19 regional institutions to deliver the program. A total of 110 youths participated, with 55 attending on full or partial scholarships. Each camp was filled to capacity, and an additional two-dozen students were placed on waiting lists. Once again a broad diversity of ethnic groups including Hispanic, Asian American, African American, Caucasian, Indian, and Filipino students and instructors were represented at the camp.

LOCATION

Geographic Area

At locations throughout the greater Monterey Bay in Central California, (2 hours south by car or 100 miles from San Francisco), the program will offer five primary modules or ecosystem learning curriculums, with opportunities to explore them firsthand. These are:

- *Wetlands*
- *Watersheds*
- *Coastal and Near-shore ecosystems*

- *Open Ocean and*
- *Deep Sea.*

Through the extensive partnerships with community organizations, (Monterey Bay Air/Ocean Science Consortium Members) we're able to remove the mystery of science and to show it in action at various on-site facilities. These organizations and facilities include the National Oceanic and Atmospheric Administration; the Monterey Bay Marine Sanctuary; the National Weather Service; the U.S. Navy's Naval Postgraduate School, Fleet Numerical Meteorological and Oceanographic Center, plus the Naval Research Lab; the University of California Santa Cruz Seymour Marine Discovery Center; California State University Monterey Bay Earth Science Center; California Coastal Commission Offices; John Hopkins Stanford University Ocean Research Lab; Monterey Bay Aquarium and Monterey Bay Aquarium Research Institutes; Moss Landing and the Elkhorn Slough National Estuarine Research reserve, plus many others. These partnerships will also provide substantial investment in the Camp S.E.A. Lab program and links to the Monterey Bay community within the state of California. That investment will ensure that all students are given the opportunity to experience the program, regardless of social-economic status.

Office and classroom facilities are both needed now, together with housing facilities in the future, for continued growth. A long-term permanent site is being pursued at the Naval Postgraduate School beach front area in Monterey. This area would be used for educational classrooms and day camp facilities. The office is now located at California State University, Monterey Bay; housing space would also be provided at the University campus. A shuttle bus would be used for transportation between the two locations.

GOVERNMENT SUPPORT

With regard to government regulations, the organization is tax-free since it is a not-for-profit entity. All activities and services provided are determined to be legal. Contracting a lease with the government for use of the education site is being worked out at this time. Additionally, any further government support that could be provided and

available through the Department of Education, as an additional support group, is welcome and appreciated.

SAFETY

The health and safety of each participant and staff member is a top priority of Camp S.E.A. Lab. Camp S.E.A. Lab will ensure that the highest industry standards are met (such as those promoted by the American Camping Association). Staff training and safety management awareness will include first aid and CPR certification of all residential and instructional staff. Supplemental training will include Emergency Medical Technician (EMT) or advanced Red Cross lifeguard instruction. Safety procedures for each activity will be reviewed with the campers before and during activities and staff will have fully stocked first aid kits available at all times. Staff will also develop and carry with them a safety management plan in anticipation of emergency situations.

4. PRODUCT AND SERVICES

Product and services include product and service description, competitive advantage, sourcing, technology, future products and services, and sales literature

PRODUCT AND SERVICE DESCRIPTION

What are the principle products and services that Camp S.E.A. Lab offers? What are the distinguishing features about Camp S.E.A. Lab? This section explains the market Camp S.E.A. Lab serves, and why Camp S.E.A. Lab offers a unique benefit. The location and resources of Camp S.E.A. Lab can be addressed here, as well as the falling science scores of US children. Define the product offerings in terms of customer needs and benefits.

COMPETITIVE ADVANTAGE

What is Camp S.E.A. Lab offering that no one else can? How is Camp S.E.A. Lab different? Does Camp S.E.A. Lab have any competitors, and if so, what does Camp S.E.A. Lab have that they don't? Who does Camp S.E.A. Lab consider competitors?

SOURCING AND FULFILLMENT

What sources does Camp S.E.A. Lab need for its operation and what are the costs of fulfilling that service, i.e., of obtaining these sources? For example, since teachers and counselors are needed to teach the children, where will instructors be obtained? Who will develop the curriculum to be taught? Equipment and supplies are needed for the activities in which the children participate. Are there any materials that are necessary for the success of Camp S.E.A. Lab?

TECHNOLOGY

Although it is included in the basic model, technology will not have a big impact on Camp S.E.A. Lab; therefore, technology need not be included in the Business Plan Framework.

FUTURE PRODUCTS

While future products are not essential to the success of Camp S.E.A. Lab, there are areas which Camp S.E.A. Lab may wish to reference since Camp S.E.A. Lab have already begun discussions on expansion programs such as developing on-line classes, or programs where Camp S.E.A. Lab staff travel to a school to teach.

SALES LITERATURE

Include copies of advertisements, brochures and direct mailings.

PRODUCT AND SERVICES EXAMPLE

Camp S.E.A. Lab is an educational residential and non-residential ocean and coastal science camp. The service provided is to educate youth (mainly 5th to 8th graders) in the importance of science, stewardship, advanced technology and career choices in the fields of coastal and marine science. Camp S.E.A. Lab will be an adventure-based learning experience flowing from discovery of the ocean and coast, much like NASA's Space Camp that allows students to learn about science and space exploration.

The camp will provide high-quality outdoor science-educated programs throughout the five-day long camps. Initially day camps will be offered to satisfy the regional demand for this type of program. As the Camp S.E.A. Lab program grows, it is anticipated that residential camps will be offered to satisfy the demand for overnight camping. Daily activities can include: watershed investigations, sea kayaking, coastal dunes preservation exploration and projects, and marine mammal research, just to name a few.

Camp S.E.A. Lab is a non-profit organization so copyrights could be obtained. The Camp S.E.A. Lab logo and website are copyrighted. Although the concept and services provided by Camp S.E.A. Lab are truly unique, Camp S.E.A. Lab would be willing to share some of its program plans, formats and outlines, as well as its teaching and learning techniques with other such camp programs or with groups considering such programs. This would provide an outstanding public service, with no harm inuring to Camp S.E.A. Lab because of it.

COMPETITIVE ADVANTAGE

Among the elements that differentiate Camp S.E.A. Lab from other marine science teaching camps are the following major elements. Camp S.E.A. Lab will provide a collaborative education experience that uses the rich marine and coastal science resources of the greater Central California Coastal area. The Camp S.E.A. Lab program offers curriculum emanating from both state and federal sources. Therefore, both federal and state standards will be pointed out and applied. Additionally, the courses include extensive teacher involvement and assistance; instructors who are currently teaching and

other persons who are teachers-in-training or prospective instructors develop curriculum. The Camp S.E.A. Lab model is truly a model for implementation of similar programs in other areas of the country,

Another outstanding advantage of the Camp S.E.A. Lab program is the significant exposure to persons in marine, science and science teaching careers and to persons prominent in the science, conservation, education, business and policy organizations in the community and in the area. Students will also have opportunities for hands-on involvement with science and technology instruments not available elsewhere.

FUTURE PLANS

The initial “camp” can evolve into other services as time goes on. As the camps grow, they would evolve into residential camps, expanding on what is already in place. Young people and parents alike enjoy time away from each other and Camp S.E.A. Lab would offer an educational, safe and fun option for children. Some unique experiences offered by Camp S.E.A. Lab would include the opportunity for campers to observe marine animal nightlife and nighttime tide conditions -- bonus happenings experienced by few.

In addition to these camps, special concept workshops will be offered throughout the year. These workshops would be half-day events dealing with a specific topic. Other proposed future programs could include a Camp S.E.A. Lab in the schools program; Camp S.E.A. Lab would go to the classroom. Custom youth group programs for Boy and Girl Scouts, 4-H, and other youth organizations can be established as well. Teacher training workshops are another possibility for future expansion. In these workshops, teachers would be educated in marine science topics that they could take back to their classrooms for further education of their students. The optimal goal for the evolution of Camp S.E.A. Lab would be that this program expands from serving just the Monterey Bay area to a position of national prominence. As a further expansion, several Camp S.E.A. Labs could be established throughout the country in selected marine environmental regions.

5. MARKET ANALYSIS

The market analysis summary includes segmentation, target market strategy, market needs, market growth, industry analysis, industry participants and main competitors.

MARKET SEGMENTATION

Market analysis must clearly identify Camp S.E.A. Lab's understanding of the market and where in that market it stands. What is its projected market share and how can Camp S.E.A. Lab attain this piece of the market? Consider workable market segments. For instance, for Camp S.E.A. Lab, age, income, customer needs and geography might be market segments. The segmentation will help Camp S.E.A. Lab to focus on different types of potential customers and will determine the tone, content, and media choices for ads: is the target kids, parents, or teachers? Construction of a market analysis pie chart illustrating the market segment breakdown might be a helpful technique to aid in making marketing decisions.

TARGET MARKET STRATEGY

Customers and potential customers need to be identified. Fully explain customer needs and decision factors, and support this need with third party comments. The size of the market should be outlined, as well as Camp S.E.A. Lab's share of this market both currently and in the future. External reports and research should be used to support marketing statements. How can both children and teachers be attracted? When it is proven that a market exists, how will the customers be drawn and signed up? Marketing and pricing strategies must be justified. Will the marketing activity selected impact competitors?

MARKET NEED AND GROWTH

What customer need is being filled? Does Monterey Peninsula need a Camp S.E.A. Lab? Why? In what ways will Camp S.E.A. Lab expand in both size and in product offerings?

INDUSTRY ANALYSIS/PARTICIPANTS

Everything in Camp S.E.A. Lab's industry that happens outside of Camp S.E.A. Lab will affect the organization. Therefore, the more that is known about the external environment, the better Camp S.E.A. Lab will be. Other sellers in the market should be identified. Are there many small participants or a few large participants? At this juncture, it is important to discuss the strategic alliances that Camp S.E.A. Lab has established with local resources and organizations.

COMPETITION AND BUYING PATTERNS

Analyze the general nature of Camp S.E.A. Lab's competition. What features of Camp S.E.A. Lab will cause customers to choose Camp S.E.A. Lab over other camps? Will price drive their decision? Product features? Service? Names associated with Camp S.E.A. Lab?

MAIN COMPETITORS

List the main competitors. What are their strengths and weaknesses? What are their product, price, and reputation? In what segments of the market do Camp S.E.A. Lab's competitors operate? What is their strategy? How much do they affect Camp S.E.A. Lab and what threats or opportunities do they represent? What is the market share of competitors? Will Camp S.E.A. Lab have more competitors in the future? What are the barriers to entry into this market?

MARKET EXAMPLE

MARKET NEEDS/SEGMENTATION

There is a substantial unmet need for an ocean science camp in Central California. Other national and regional programs are oversubscribed and financially sound. Ocean and coastal science taught in an active, experience-driven curriculum is not available on the California Central Coast. Integrated student and teacher programs, including field and classroom components in the air/ ocean science fields are non-existent for children in Central California. Extensive community resources and contacts with talented, experienced professionals in the field are available for Camp S.E.A. Lab, including sophisticated technology, which can be integrated into a youth science program. There have been a number of very effective residential camps for youth e.g., NASA Space Camp, Yosemite National Institute, Catalina Island Marine Institute, etc. Each of those offerings has had more demand than capacity for its programs. Remarkably, there are no camps in Central California that focus on marine and coastal science as the primary curriculum.

ECONOMIC AND SOCIAL FACTORS

One out of six jobs in the U.S. is marine-related and one-third of our GNP is produced in coastal areas. The ocean regulates the world's climate. The effects of the ocean on the atmosphere control our daily weather. By the year 2025, close to 75 percent of our people will live in coastal areas. Coastal tourism and recreation is increasing faster in terms of volume and diversity more than any other coastal zone activity. The travel and tourism industry is America's largest employer. Fifty-percent (50%) of the U.S. population live within 50 miles of the coast. Coastal wetlands, estuaries and near shore waters are extraordinarily productive ecosystems. They provide critical habitat and nursery grounds for many thousands of species. In North/Central California, there are over 7 million people. Nearly all of them live less than two hours' drive from the coast. One in three households have children between the ages of 2 and 18. That translates to over 2 million children in Northern California (more than 10 million children in all of California.). Children in these families need to understand and

appreciate the natural resources and ecosystem dynamics of their community, and the coastal and marine environment. As much as we depend on the coasts and oceans, our youth have not been making the connection. The results of recent research show that fewer than one in four children understand that the primary cause of ocean pollution is human activity on land. The entire group received scores in the 60 percent range when asked about the importance of oceans and biodiversity in nature, and human impacts on the health of oceans and the environment. Studies have shown that the majority of girls age 10-12 who expressed an interest in science education and professions in science have dropped those aspirations by the time they are 14.

In the Monterey Bay region, various organizations and agencies offer access to unique marine science resources; this provides a tremendous “learning laboratory.” Experiential learning, teaching through hands-on experience, has been shown to be extremely effective. This is especially true of the sciences. Students become more interested when they are able to “see” what they’re learning, applying the lessons in real situations. Teachers become more enthusiastic about teaching when they’re able to engage the students in learning through doing. Camp S.E.A. Lab will address the needs of these children and their teachers, through special outreach and through multilingual programs.

Camp S.E.A. Lab has a unique opportunity to establish itself as the preeminent name in marine and coastal science education for youth. The marketing plan for the organization acknowledges the need to pursue a national vision, while managing the constraints of capacity and funding in the first few years. The marketing plan has been carefully crafted to allow for quality education to take precedence over extensive visibility in the first two to three years. We anticipate that the reputation established by Camp S.E.A. Lab regionally, will then lend itself to national promotion and replication, with the assistance of a few national partners. Teachers are overwhelmed with requirements and have few support systems to turn to when evaluating curriculum alternatives and teaching methods. At a time when numbers of more experienced teachers are approaching retirement, there is an enormous increase in students, especially in the State of California. With the many demands placed upon professional educators, and the

urgent need for improvement in science literacy, it is clear that Camp S.E.A. Lab is the right program at the right time with many long-term opportunities.

The overall camp market may be characterized in categories:

- *Recreational camps*
- *High-energy activities such as backpacking, horseback riding and kayaking*
- *Education camps, regionally focused*
- *Technology, nature and the environment, and coastal ecology*
- *Summer or school year*
- *Teacher training, in-service or pre-service*
- *Many diverse workshops and training offerings*
- *Few that offer a coastal and marine science focus, with activity-driven*
- *Classroom curriculum support, integrated with class camp alternatives*
- *Family camps (future)*
- *Active participation with children and parents in combined activities*
- *Advanced student camps*

For students and parents, Camp S.E.A. Lab will provide a framework for understanding science, the coastal and marine environment, and human activities in new, exciting ways. For teachers, Camp S.E.A. Lab will provide professional development, relief from crushing workloads, and assistance in developing and implementing powerful curricula that adheres to both state and national science standards. For partners and the community: Camp S.E.A. Lab will provide a venue for communicating with the public; it will instill a better understanding of science and stewardship in our citizens; and it will assist in the development of our youth in critically important areas. Camp S.E.A. Lab will also foster better linkages to and relations with the community, helping them to achieve their specific objectives.

TARGET CUSTOMERS

Initially recruitment involves boys and girls in grades 5 through 8 (10 to 14 years of age) in the local Monterey Bay area. These students will attend classes and field trips in a non-residential manner (they go home at night). Teachers that specialize in the science areas will also be targeted for daylong sessions, seminars, and workshops. Included will also be a family daylong curriculum where the family spends time together exploring and learning about Monterey Bay's Marine Environment. In later years when residential facilities are acquired, the program will reach out and expand the student age group to ages 8 to 22, offering a variety of classes including high school and college level curricula with advanced activities. Both teacher organizations and family vacation planning markets will be catered to.

MARKET GROWTH AND INDUSTRY DESCRIPTION

While Camp S.E.A. Lab for children and students will provide many recreational opportunities, these offerings are presented in the context of learning. Examples include exploring a kelp forest by kayak; snorkeling while learning about remotely operated vehicles (ROV s); hiking in watersheds to conduct water quality studies, etc.

Camp S.E.A. Lab Teacher Workshops are mostly concerned with content and effective teaching strategies. These offerings will start off as 1-day intensive workshops and gradually evolve in to weeklong institutes and seminar series. The courses will offer:

- Special classroom resources on new strategies to motivate and assess student learning*
- Guidelines on how to learn and teach science content using the inquiry process*
- Strategies to increase familiarities with state and national science education standards,*
- Science frameworks and effective science teaching methods*
- Ready-to-implement, inquiry-based classroom activities*
- Tips on how to become a reflective practitioner*

Camp S.E.A. Lab Family Camp provides a venue for parents and their children to experience together the excitement of ocean discoveries and adventures; to create unique

memories; and to develop values and insights that inform their lives as a family. Family Camp will start off with one-day adventures with plans to graduate to three-day and one-week residential offerings that will include:

- *From the Trees to the Sea – tide pooling and hiking journeys in Big Sur*
- *Navigating offshore – boat handling skills (sailing, kayaking, and small boat operation)*
- *Underwater exploration (scuba diving, snorkeling, ROV's)*
- *Unleashing the inner scientist: marine science investigation and experimentation*
- *Mud puppies – discovering wetlands and estuaries (travels in, Elkhorn Slough and Pescadero Marsh)*
- *Does it have ears, flukes or fins? Field identification and census taking of sea populations (trips to the Piedras Blancas, Año Nuevo elephant seal rookeries, whale watching)*

Future plans might also include Camp S.E.A. Lab Advanced Camp, which will be open to graduates and prior attendees. This camp will be a residential camp with activities such as:

- *Field trips for longer periods of time such as going out on a research boat all-day*
- *Tours and activities with graduate students and professors from local universities*
- *Tagging and instrumental tracking of marine mammals*
- *Species identification and collecting data using monitoring grid tools*
- *Scuba diving, including certification training*
- *Sailing, surfing, and CPR plus life guarding techniques*

The incredible natural resources of California's Central Coast and Monterey Bay provide an ideal learning environment for inquiry-based science. In this setting, learners become engrossed in the ocean, wetlands, beaches, streams, sand dunes, tide pools, field study sites, science research laboratories, and other educational venues, all within an hour's drive from base camp.

The principle themes that infuse all Camp S.E.A. Lab activities include:

- *Understanding science through the hands-on inquiry process using investigation and experimentation*

- *Viewing the oceans as a fundamental force in Earth's systems: the physical, geological, and chemical processes that shape our earth.*
- *Observing ecological patterns and processes and how they are influenced by Earth's systems*
- *Recognizing habitat and species diversity dependence upon physical and biological processes*
- *Acknowledging the critical nature of cultural connections to the oceans; the impact of human use of ocean habitats and resources; artistic, cultural, and historical ties; environmental stewardship of critical resources; developing environmental ethics through understanding science and technology*

COMPETITION AND COMPETITION INDUSTRY ANALYSIS

Nationally, there are a number of outstanding programs that have served as models for the Camp S.E.A. Lab business plan. Among those are the NASA Space Academy, the Catalina Island Marine Institute and the Yosemite National Institutes. All of these programs have proven that there is a substantial interest and need for well-managed, experiential camps. They have also reinforced the need for a camp with Camp S.E.A. Lab's vision, and ambitious growth plan. Camp S.E.A. Lab is education-oriented, science-intensive and full of fun, entertaining experiences. There are no marine and coastal science camps in all of Northern California. Additionally, Monterey County, California, does not have single marine science camp program. It is amazing that an area with such natural diversity, so many marine and coastal science organizations, and a temperate year-round climate does not offer this kind of learning experience. Camp S.E.A. Lab's positioning is unique. The program includes components for a youth summer camp, teacher training and curriculum assistance, and school year classroom camp alternatives. It is a tightly integrated, modular set of offerings. Studies have shown that the degree of learning and retention is improved through intensive one to five-day or longer education initiatives. These youth and adult educational programs afford more opportunities for reinforcement of the educational material, more opportunities for active student participation, more opportunities for team-building and personal development

than traditional classroom work. A science camp immerses the student in the subject, and the collaborative process of discovery. Camp S.E.A. Lab's curriculum provides the critical connection between the land and the sea, exploring both and the linkages between them. Through a close collaborative relationship, Camp S.E.A. Lab will also build upon the outstanding day programs offered at institutions such as the Monterey Bay Aquarium, the Long Marine Lab-Seymour Discovery Center, and the Redwood City Marine Science Institute.

POTENTIAL FUTURE COMPETITION

Camp S.E.A. Lab will be a specialized service utilizing Monterey Bay's unique organizations and research facilities. To our knowledge there is no other environment like this in the country and, indeed, in the world, with these unique resources available in such a localized area. We believe the market is currently ripe and the time to become the leader in this field is now. Other coastal areas throughout the country and the world could develop such a program via various academic institutions. However the mix between operational and research organizations plus the use of academic programs is not apparent anywhere else at this time. The lack of these current capabilities represents a unique opportunity to expand and grow; as mentioned in the Economic and Social Factors section, the need will never cease.

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6. STRATEGY

Strategy includes value proposition, competitive edge, positioning/pricing/promotion tactics, sales forecasts, sales strategy, sales programs, strategic alliances, milestones and measurements of success.

VALUE PROPOSITION

In broad conceptual terms, what is the real benefit of Camp S.E.A. Lab? A higher quality student? Stewardship of oceans and coasts? How well does Camp S.E.A. Lab communicate its business proposition and fulfill its promise?

POSITIONING TACTICS

The positioning statement should include a strategic focus on the most important target market. It states that market's most important need; describes how Camp S.E.A. Lab meets this need; how the competition meets the need, and why Camp S.E.A. Lab is the better program. The value proposition will normally include implications about relative pricing, but pricing must be checked to determine whether Camp S.E.A. Lab's pricing actually meets what was implied in the value proposition. Pricing should also support the representations in the positioning statement. Promotion tactics should be included, and address how Camp S.E.A. Lab will advertise and spread the word about its programs to potential future customers.

SALES FORECASTS

This will be an educated guess. Camp S.E.A. Lab's sales forecasts will be limited to the education facility's capacity times the number of weeks of camp. Demand for the off-site education opportunities is then estimated. A bar graph representing total sales each month is a good tool for tracking sales.

SALES STRATEGY

Near sales forecasts are needed to describe sales strategy. This is not marketing, but rather a determination of how and when sale prospects are to be closed. For example, Camp S.E.A. Lab may require payment in full three months prior to the start of camp.

SALES PROGRAMS

Specific information related to sales programs is recorded in milestone table form specifying persons responsible, deadlines and budgets. The strategy is to be implemented and design a precise plan.

MEASUREMENTS OF SUCCESS

How will Camp S.E.A. Lab determine if whether it is achieving its desired goals? State the milestones that Camp S.E.A. Lab has established, and determine if goals are being met in a timely fashion.

STRATEGY EXAMPLE

VALUE PROPOSITION

Initially, the goals for the marketing plan are fundamental:

- 1. Maximize the enrollment in Camp S.E.A. Lab, both by paid and scholarship participants*
- 2. Develop key messages and positioning statements*
- 3. Establish a brand identity, initial collateral material, and a web site, utilizing the www.seacamp.org domain name*
- 4. Begin communication to target audiences including:*
 - a. Students and Parents*
 - b. Teachers (In-service and pre-service)*
 - c. Partners and community organizations*
 - d. National organizations (Boy and Girl Scouts of America, 4H clubs etc.)*
- 5. Develop marketing and organization infrastructure to support the growth plans*
- 6. Establish partner, sponsor, and donor value propositions and communication plans and host a kickoff event*
- 7. Implement a "grass roots" promotional campaign for the summer, 2003, program*

SALES STRATEGY

- 1. Develop initial promotional material and infrastructure*
- 2. Create a collateral piece defining the program offerings, dates and fee structures*
- 3. Hire a developer to create a rudimentary web site, utilizing the above collateral materials and including the schedule of classes and events, instructions for enrollment, etc. The plans for additional expansion of the web site will be articulated and incorporated into the design of the initial site to allow for easy expansion of site functionality (e.g. online registration and secure credit card processing, etc.).*
- 4. Establish web links to partners*

Establish a Communication Plan/Campaign to address target groups including:

- 1. Media research*
- 2. Direct mail and electronic mail correspondence*
- 3. Group presentations*
- 4. Promotion, publicity and advertising*
 - a. "News" coverage (e.g. print, radio and television media)*
 - b. Targeted advertising in specialty and regional publications and venues: schools, associations and community groups*
 - c. Event and conference participation*
 - d. Telephone solicitation (if needed)*
 - e. Ongoing reinforcement of key messages initiated in a)-d)*
 - f. Develop a website game and contest, to drive traffic to the site and create initial "buzz" among students that "science can be fun."*

*After year one, expansion of regional awareness of the Camp S.E.A. Lab program will begin; then marketing activities will be gradually ramped up and expenditures will be increased to an amount consistent with enrollment objectives and the long-term vision. Additionally, alumni will receive special announcements and opportunities to interact with Camp S.E.A. Lab and prospective Camp S.E.A. Lab students among their classmates. The "umbrella message" for Camp S.E.A. Lab will emphasize that the program is unique, fun, safe, stimulating and constantly changing. **Motto: "Inspiring stewards today for the oceans of tomorrow."***

Specific marketing tasks in the initial phases may be divided into two categories: activities for program enrollment, and activities for funding and sponsorship:

Program Enrollment

- Identify target groups for enrollment in the summer of 2004*
- Identify additional individual students (tuition and scholarship candidates)*
- Recruit teachers for workshops and pilot training sessions*
- Identify and contact School groups*
- Others*

Refine the marketing message and Camp S.E.A. Lab positioning and confirm and commit to a set timeline for each marketing activity.

SALES PROGRAMS

Funding and Scholarships

- 1. Identify target organizations for funding and sponsorship*
 - a. State and National partners*
 - b. Regional partners*
 - c. Grant-making organizations*
 - d. Corporate sponsors*
 - e. Donors*
- 2. Finalize sponsor/affiliate marketing propositions and collateral agreements*
- 3. Develop a detailed fundraising plan and establish timelines for each activity*
- 4. Develop specific funding/sponsorship proposals based on target organizations, their expressed areas of interest, and type of contribution*
- 5. Sponsor a donor solicitation event*
- 6. Execute the plan with tactics including proposals, follow-up calls and presentations, commitment letters and agreements*

POSITIONING TACTICS

Camp S.E.A. Lab will offer three levels of recognition for partners, sponsors and donors. Participation at the various levels will be based on financial support, investment of personal resources, of in-kind contributions, etc.

- 1. All contributors will be eligible for inclusion in media and publications highlighting Camp S.E.A. Lab including:*
 - The Camp S.E.A. Lab web site, featuring a special section thanking our supporters*
 - An "Annual Report" distributed to the entire Camp S.E.A. Lab constituency*
- 2. Selected contributors will receive additional recognition and benefits from the S.E.A. Camp relationship through:*

- *A higher level of publicity for their organization in the website and annual report (including statements encouraging visitors to "please patronize the following organizations" as appropriate), and web links to the partner site*
- *Invitations to special events*
- *Participation in advisory bodies focused on education curriculum, community relations and fundraising*
- *Preferred enrollment and placement opportunities in Camp S.E.A. Lab courses*
- *Preferred rates on banner advertising*
- *Reciprocal referral incentives for other education institutions*
- *Opportunities for partner "brand identification" with a portion of the Camp S.E.A. Lab education program (e.g. "The watershed program is sponsored by XYZ Corporation", Scholarships provided by" or "This technology furnished by" listed in promotional material, and banner/logo visibility during the program and on associated publicity)*

3. *The largest, most significant contributors will receive all of the above benefits plus:*

- *Prominent inclusion on all advertising, promotional & collateral material presentation material, outreach and Public Relations campaign distributions for Camp S.E.A. Lab, special website placement and banners promoting their organization;*
- *Content contribution options on the Camp S.E.A. Lab website and new publications;*
- *Selected partner materials may be provided to students as part of "take home" packages (e.g. educational products, etc.)*
- *Participation in an annual Board/Staff retreat;*
- *Opportunities to fund special promotions and events.*

Financially, the model works, through a combination of tuition and grants.

Many camps preclude children with limited economic resources. Camp S.E.A. Lab intends to actively solicit their participation, and seek and provide funding to support their enrollment.

MEASUREMENTS OF SUCCESS

All of the parties involved recognize the need to measure and evaluate the effectiveness of a major venture such as Camp S.E.A. Lab. Establishing metrics and constantly improving the results of the program are vitally important for achieving long-term objectives.

Camp S.E.A. Lab is creating a series of feedback mechanisms that will measure the quality and quantity of the learning experience at our programs. Students and teachers will be asked to complete an assessment of their understanding of many of the basic principles, processes and methods behind the Camp S.E.A. Lab vision. Qualitative information will be derived from student journals, interviews of large portions of the groups attending Camp S.E.A. Lab, and others within their community (e.g. teachers, parents, friends, etc).

The business plan anticipates the use of trained professionals in establishing and administering the measurement instruments. They will be continually refined, and improved over time.

Wherever a baseline on student performance data on state and national assessments can be established, student progress will be tracked over time. Clearly, changes in student performance will be driven by many factors. We are confident that Camp S.E.A. Lab's positive contributions will allow more children to achieve basic science literacy, to pursue careers that they had previously not believed possible for them to achieve.

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7. MANAGEMENT

The management summary consists of organizational structure, management team, gaps and personnel plan.

ORGANIZATIONAL STRUCTURE

Cover the basics first.

- How many employees will Camp S.E.A. Lab have?
- How many managers? How many of the managers are the founders?
- How many part-time or seasonal workers and how many full-time year-round employees will there be?

An organizational chart to describe the organizational structure could be developed. Describe in a directive how the Board of Directors will make decisions, and how much influence they will have on day-to-day operations. Write the job description of each full-time employee, describing how the Camp S.E.A. Lab functions are divided between these individuals. Next describe how the demand for employees changes when Camp S.E.A. Lab is in session. How many counselors will be required?

MANAGEMENT TEAM

List the most important members of the management team and include a summary of their backgrounds and experiences. Describe their functions with the company. Resumes can be included on the back of the plan.

GAPS

Identify gaps. How will these be filled? What weaknesses do they create? How can these weaknesses be corrected?

PERSONNEL PLAN

Include a personnel table to project personnel costs, including direct compensation and indirect costs. The indirect costs include vacation pay, sick pay, insurance benefits, education and payroll taxes.

Develop a burden rate as a percentage of total (15% or so which includes all indirect costs) and multiply this by direct costs. The personnel plan is actually an educated guess as it will not remain static and will change over the life of the plan.

MANAGEMENT EXAMPLE:

EXECUTIVE DIRECTOR

Job includes program direction, budget development, and fundraising.

Requirements:

- *Extensive experience developing marine science and marine education programs, to include experience in cetacean acoustics, sub-tidal monitoring, coral reef conservation, fish population genetics, state marine regulatory agencies, non-governmental agencies, and academic institutions of higher learning.*
- *Fundraising experience and ability to secure funding for these programs*

Ms. XXXXX is a faculty/Department Chair in Marine Science and Technology at Monterey Peninsula College. She was Principal Investigator and Director of the Marine Advanced Technology Education (MATE) Center, which she helped found in 1997. The MATE Center is a National Science Foundation-funded Center of Excellence in technology education.

PROGRAM MANAGER

Job includes program development and execution, coordination of staff and programs

Requirements:

- *Experience working with coastal issues, coordinating grassroots efforts and special events, writing, editing, and directing publication of materials, and teaching at the graduate school level.*
- *Writing, editing and directing the production of corporate publications, writing senior executive team correspondence and speeches, and creating power point presentations.*

Ms. XXXXX holds a Bachelors Degree in International Relations and a Masters degree in International Public Administration with a focus in Development Management from the Monterey Institute of International Studies. Ms. XXXXX was as independent contractor for the Monterey Bay National Marine Sanctuary as the Sanctuary Advisory Council Coordinator. From 1997-2001, she worked for Pebble Beach Company as the Community Affairs Administrator and Manager of Corporate Communications.

EDUCATION COORDINATOR

Job includes formulation of educational curriculum, partnerships with higher educational facilities, and staff curriculum training.

Requirements:

- *Training in higher education, general education degree.*
- *Extensive experience in curriculum development, workshop facilitation, partner development with major institutions.*

Currently under hiring process.

ORGANIZATION

Board of Directors

Representatives from regional businesses, the California Coastal Commission, California Sea Grant, California State University Monterey Bay, University of California Santa Cruz, Naval Postgraduate School, and NOAA's Monterey Bay National Marine Sanctuary fosters important regional relationships and oversees the development of the Camp S.E.A. Lab program.

The Executive Director reports to the Board and obtains approval for all programs.

The Program Manager and Education Coordinator will work together for the Executive Director.

Five counselors per camp work with students, implementing the training curriculum under the direction of the Program Manager.

PERSONNEL PLAN

Camp S.E.A. Lab believes strongly that the quality of the education experience it offers will be a direct result of the caliber of personnel that are involved in the venture. This includes full-time management and administrative staff, seasonal, camp staff, and independent contractors hired to augment the regular staff. The organization also understands the need to manage a cost-effective operation.

With these two tenets, Camp S.E.A. Lab will retain a small full-time staff responsible for the overall management and administration of the venture, education program creation and oversight, and financial development. During the months when camp is in session, a core staff of educators, counselors, operations personnel and volunteers will be hired, trained and managed.

The seasonal staff will begin with a ten-week program in the summer of 2003, and evolve to a thirty-week program in 2007. To ensure a high level of learning, instructor to student ratios will be maintained at 1:10. The overall program staff-student ratios will be 1:4, providing for thorough personal attention, supervision and safety.

Instructors will be professionally trained and degreed. Expertise in the sciences, environmental education and experiential learning will be important qualifications of the staff. Individuals in supervisory positions will have prior, relevant and successful experience. Counselors will be composed primarily of pro-service teachers and college students in training to become professional teachers.

The organization will publish a manual of operating and personnel procedures that will be regularly communicated and strictly enforced. All staff will attend education sessions designed to reinforce the Camp S.E.A. Lab philosophies and methods of operations. All senior staff will be required to have current CPR and first aid certifications.

Standard Personnel Plan Table (source: Bplans.com)

	May	June	July	Aug	2003	2004
Executive Director	\$8,000	\$8,000	\$8,000	\$8,000	\$96,000	\$96,000
Education Director	\$7,000	\$7,000	\$7,000	\$7,000	\$84,000	\$84,000
Development Executive	\$6,000	\$6,000	\$6,000	\$6,000	\$72,000	\$72,000
Staff Administrator	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000	\$60,000
Seasonal Staff	\$10,000	\$15,000	\$15,000	\$15,000	\$50,000	\$50,000

The numbers in this table are only an example of a standard personnel plan. The plan is a simple list of names, titles, categories, and costs. The sum transfers into the

profit and loss statement. Personnel costs are greater than just payroll. They include indirect costs such as vacation pay, sick pay, insurance benefits, education and taxes. These are called, for purposes of this plan, burden costs. Multiply the total for the personnel costs by burden rate (15-20%) to calculate the personnel burden. The burden goes into the profit and loss statement as a separate line item.

8. FINANCIALS

The Financials section includes assumptions, key financial indicators, break-even analysis, projected profit and loss, projected cash flow, projected balance sheet, business ratios and a Long-term plan.

ASSUMPTIONS

What assumption is Camp S.E.A. Lab making, such as ownership of its own education facility. What is the projected number of students per year? What is the dorm availability? What is the source of Camp S.E.A. Lab's capital funding?

KEY FINANCIAL INDICATORS

What are the financial figures that Camp S.E.A. Lab will use to measure the financial integrity of the organization? A projected profit and loss table should be created. In the future, this projection can be compared to actual profit and loss results. This can help to catch trends as they develop, and adjustments can be made to either adapt to or change these trends. Additionally, planning successes and errors can be clearly seen by this comparison. A variance analysis can be conducted to take an after-the-fact look at what caused a difference between the plan vs. actually. Good as well as bad variances should be explored.

BREAK-EVEN ANALYSIS

When will Camp S.E.A. Lab begin to make money? For Camp S.E.A. Lab it will be easiest to do this on a yearly basis due to seasonal demand.

Break Even Analysis:	
Yearly Campers Break-Even	667
Yearly Sales Break-Even	\$266,800
Assumptions	
Average Per-Camper Revenue	\$400
Average Per-Camper Variable Cost	\$100
Estimate yearly Fixed Costs	\$200,000

(Source: Bplans.com)

This is a bottom-line financial, that demonstrates if Camp S.E.A. Lab will be able to both attract and support the number of campers it will need to break even.

PROJECTIONS

An educated guess will be made for projected Sales and Expenses, and Capital Investments. From these projections a projected Cash Flow Statement and Balance Sheet can be developed. It is also important to look ahead to determine what effects Camp S.E.A. Lab's long-term plans will have on the financial status of the company.

BUSINESS RATIOS

There are a number of business ratios that can be used as measuring tools of the success of Camp S.E.A. Lab. Some of these ratios include, but are not limited to, profit margin, current ratio, debt to asset ratio, return on equity and financial leverage.

FINANCIALS EXAMPLE

Funding received by Camp S.E.A. Lab will initially fund the start-up costs associated with our organization. This includes capital investments, salaries, equipment and supplies, liability insurance, other insurance costs, membership fees, and advertising. The total funding required is \$3.065million. Funding and grants totaling \$3.075million has been received from AT&T Pebble Beach Foundation, National Science Foundation, Packard Foundation, California Sea Grant, Whaletail, and Congressional Appropriations.

Capital investment costs include the construction and outfitting of an educational facility on the Naval Postgraduate School beach front property site. Construction costs include environmental assessment of the proposed site, architectural design of the educational facility, and construction of the facility. Furniture, and operating equipment needed for initial outfitting are included in our capital investment requirements. Total capital required is \$2.8 million. The environmental assessment will begin in September 2003; construction of the facility will be completed in March 2005. A furnished and outfitted facility will be ready for campers in June 2005.

Full-time employees required for the operation of Camp S.E.A. Lab are an Executive Director, Program Manager, and an Education Coordinator. Employees will be hired January 2004. The first year's salaries of \$163,500 will be provided with grants. Additionally, \$13,000 will buy the equipment and supplies needed to support the work of these employees, and this money will serve as an operating fund for the first year. Employees will be paid on the 1st and 15th of every month.

Yearly membership fees will be paid to The State of California Camp Accreditation Association. We are required to pay this fee beginning June 1st, 2005.

Advertising will include print, radio, on-line media and product advertising. Advertising will begin in January of 2004, and will have an annual budget of \$24,000.

Camp S.E.A. Lab will run for a total of 20 weeks a year. This will include 12 concurrent programs over the summer, and eight weeks during the school year. A maximum of 50 children a week at a tuition rate of \$400 a week will be served. Tuition is due three months prior to start of camp; revenue is recorded when payment is received.

One counselor is required per 10 children. Counselors are paid at a rate of \$10 an hour for an 8-hour day and are paid on the Friday that camp ends. Training materials, supplies, equipment rentals, and entrance fees required to support a week of camp totals \$52/child. Additionally, vans are rented to transport the children to different sites. Two vans are required per session at a rate of \$200 a week.

Rent and utility bills will be covered by The Naval Postgraduate School. In return, NPS will have shared use of the facility.

Increased revenue can be achieved in one of three ways; increased tuition costs, an increase in the number of weeks camp is offered, or an increase in camp capacity. Increasing the number of weeks camp is offered may require more full-time employees. Further analysis would be conducted to determine if the revenue generated would cover the additional costs. Currently camp capacity is limited because of the size of the education facility. If the size of the facility were increased, more than 50 children a week could be accommodated. However, an analysis would be conducted to determine if this further capital investment would be justified.

Camp S.E.A. Lab is a non-profit organization. Profits generated by Camp S.E.A. Lab will be used to provide scholarships to underprivileged children to attend Camp S.E.A. Lab. A minimum of 25% of all campers will be scholarship students. Profits will also be used to make improvements to Camp S.E.A. Lab, either through purchasing additional equipment and supplies or making improvements to existing assets. Additionally, pay raises for Camp S.E.A. Lab employees will be considered.

NAVAL POSTGRADUATE SCHOOL

MBA PROFESSIONAL REPORT

Contract Terms and Conditions in Support of a Collaborative Partnership Between Camp S.E.A. Lab and the Naval Postgraduate School

Appendix C

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1. INTRODUCTION

Originally, Camp S.E.A. Lab's goal was to achieve a campus on the beachfront property of the Naval Postgraduate School (NPS). This "campus" included an education center building, amphitheater, activity area, several environment restoration areas, camper/student dorm facilities, and other supporting facilities. The idea to jointly create one contract with the government for the property was an ambitious plan. Camp S.E.A. Lab was asking for too much in an all-or-nothing setting. This strategy will not work for this setting. By eliminating some of the structures and breaking out the remaining areas into separate contract agreements, Camp S.E.A. Lab has a better chance of reaching an acceptable contract agreement with at least one if not all of the remaining requests. The dorm facilities and supporting facilities have been eliminated. Although these structures are an important aspect to reducing the operational costs of Camp S.E.A. Lab, due to potential partners' concerns and timeline Camp S.E.A. Lab is considering, it is recommended to proceed with a few compromises. The remaining items are to be broken into two phases with separate contracts for each phase.

The first phase will be to establish a lease of the outdoor educational area known as the activity area and include the amphitheater along with some restoration areas for environmental assistance and improvement. The second phase will be the creation of an easement to include the construction and use of an education center building and additional environment restoration areas. This will be a gradual process and one that could be expanded upon in the future. A joint effort to agree to this plan is a reality as there are benefits to both parties involved.

2. LEASE OF OUTDOOR EDUCATION CENTER AND AMPHITHEATER

As mentioned, the first phase of Camp S.E.A. Lab establishing a presence on the Naval Postgraduate School campus will be to sign a lease in which Camp S.E.A. Lab will request the use of an activity area on the beachfront property of NPS for an outdoor classroom and amphitheater. Use of the access road will also be requested and agreement to study dunes and other coastal environmental items. In exchange for the use of these listed areas, Camp S.E.A. Lab will provide rent in the form of service in-kind of cash payment. This service in-kind will be a revamping of the access road to not only support higher traffic volumes, but to allow enhance the environment on each side of the roadway. These enhancements will be to prevent erosion and assist the natural habitat to regain its dominance. Restoration of dunes and the rest of the costal environment will be the other services in-kind that Camp S.E.A. Lab could provide to the government and the public as a whole.

A lease will allow Camp S.E.A. Lab to have use of the stated areas, but will prevent them from establishing anything permanent. All items placed on property will need to be easily removable. Keeping the area as natural as possible is a must of the government and one that Camp S.E.A. Lab will strongly support. All items are negotiable during contract talks, but in all probability the government will get what it wants. Picnic tables, bleachers and prefabricated benches will probably not be allowed to avoid any problems with squatters that have been known to use the premise. No fences will be erected, and there will not be any additional security assigned to that side of the

road. The placement of natural benches for the creation of an amphitheater will meet the requirements for both parties. The creation of the amphitheater using only wood stumps, logs and boards to construct the benches and in keeping with the natural atmosphere would be a perfect Boy Scout project for a young man looking for an Eagle Scout project. Wood boardwalks will be used for beach and dune protection as well as preventing any additional erosion that will be caused around the outdoor classroom and amphitheater area due to the high traffic volume from all the campers feet. Since Camp S.E.A. Lab is a strong supporter of coastal environment issues, these requirements should not be a problem. Working with the Environment Director for NPS these issues can be dealt with quickly and confidently. The lease could be written for five years with renewals taking place immediately. A 30 or 50-year lease is possible and even reasonable but will require the Deputy Assistant Secretary of the Navy for Installations and Logistics to approve the length of a lease beyond five years. All items such as water and other utilities will either need to be brought in on a daily bases or establish hook-ups with the City of Monterey. Trash and all items brought in on a daily basis will need to be removed the same. The attached contract example in appendix C will show other terms and conditions for a possible lease agreement.

3. EASEMENT FOR EDUCATION CENTER BUILDING

An easement is required for the construction and maintaining of a permanent education center building for Camp S.E.A. Lab. The previous phases lease can continue to stand alone or become an attachment of the easement. As mentioned with the lease, all items in and for the easement can be negotiated during the contract process to find agreement with both the government and Camp S.E.A. Lab.

In addition to the lease arrangements the easement will request an education center building be placed inside the existing compound on the beach side of NPS. By placing the education center inside the already established compound the secured fenced perimeter and standoff distance requirements are met NPS would be responsible for maintaining the security perimeter. Access will be dealt with as part of the Anti-Terrorism Force (ATF) program in place at the school.

The easement will require specific building dimensions with diagram and blueprints included. Navy requirements for fire protection and other building requirements will have to meet Navy standards. As mentioned earlier, utilities will have to be dealt with the City of Monterey. Current water pressure available to beach site is below that which is necessary for the fire protection requirements, and therefore an additional easement will need to be drafted to install new water pipes to support the facility.

This project will be at Camp S.E.A. Lab's own cost, but necessary to occupy the education center building. The buildings dimensions will have to include the standards such as height, length, width, and also include information like color and material used.

The easement to the building will be non-exclusive use, which means that the Navy will have the ability to use the facility. This will be part of the service in-kind for the easement contract.

Other issues to be aware of during contract talks and negotiations are architectural, environmental, property use, utilities, and access. Outside factors need to be kept in mind such as the neighborhood that is adjacent to the government property. A 50-year easement will be reasonable, but as mentioned in the lease this will have to go beyond NPS and Engineering Field Activity (EFA) West to have this approved. The Secretary of the Navy's office will have to get involved and approve the easement. The example lease provided in this section covers most of the other issues and with its inclusion will pertain to this contract as well. The contract example of an easement in appendix C will show the format and issues to consider.

**4. DEPARTMENT OF THE NAVY
GENERAL PURPOSE LEASE**

PART I

LEASE between THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy, represented by the Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command, 2001 Junipero Serra Blvd., Suite 600, Daly City, California 94014-1976, hereinafter called the "GOVERNMENT" and Camp S.E.A. (Science, Education & Adventure) Lab Monterey Bay, hereinafter called the "LESSEE".

1. LEASED PREMISES. Under the terms and conditions of this Lease, the GOVERNMENT hereby leases to the LESSEE area known as Activity Area, located at the Naval Postgraduate School, (Beach Front Property) Monterey, California hereinafter called "LEASED PROPERTY" outlined on Exhibit "A", attached hereto and by reference made a part hereof. Together with the right of ingress and egress and the right, in common with others, to the use of all supporting roadways serving the LEASED PROPERTY to the extent necessary to enable LESSEE to use same for the purposes of this Lease.

2. TERM. The term of this Lease shall be for the period beginning on MONTH DATE, 20XX and ending on MONTH DATE, 20XX in accordance with the provisions of Article F or G of Part II hereof. LESSEE shall have the option of terminating the Lease by providing 90-day advance notice in writing to the GOVERNMENT.

3. RENT. In consideration of mutual benefits and advantages accruing to the parties hereto, LESSEE shall provide service in-kind to the GOVERNMENT service to be provided as, listed below, but not limited to the following:

- a. Revamping of the access road
- b. Enhancement of environment on each side of access road
- c. Prevention of erosion
- d. Assist natural habitat to regain dominance
- e. Restoration of dunes
- f. Restoration of rest of coastal environment

4. USE: The sole purpose for which LESSEE shall use the LEASED PROPERTY in the absence of prior written approval of the GOVERNMENT for any other use in the following:

Conduct Outdoor Education for Campers of Camp S.E.A. Lab Monterey Bay Events. A list of the camp sessions for the calendar year 2003 is attached as

Exhibit "B" and made a part hereof. Events lists for each subsequent calendar year covered under the lease will be provided to the GOVERNMENT each October preceding the new calendar year.

5. All terms and conditions with respect to this Lease are expressly contained herein and the LESSEE agrees that no representative or agent of the GOVERNMENT has made any representation or promise with respect thereto not expressly contained herein.

6. GENERAL PROVISIONS: General Purpose Lease Part II is attached hereto and made a part hereof. The term Local Government Representative as it appears in the General Purpose Lease Part II is synonymous with the term Contracting Officer as it appears in General Purpose Lease Part I.

7. SPECIAL PROVISIONS: There are hereby incorporated into this Lease the following specified additional provisions which shall be controlling in the event of any conflict with the General Provisions of Part II of this Lease.

a. The LESSEE shall obtain and maintain in force a policy of liability insurance providing coverage to protect against claims, demands or suits by third parties for injuries or damages sustained on the premises, in amounts no less than \$X,000,000.00 for third party personal injury per person; \$X,000,000.00 for third party property damage, and \$X,000,000.00 for third party personal injury per accident. The policy shall contain an endorsement reading 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." The policy shall contain a provision for thirty (30) days written notice to the GOVERNMENT, prior to making any material changes in or cancellation of the policy.

b. Notification of Change in Events Schedule: LESSEE shall notify the GOVERNMENT at least 60 days prior to any changes made to the events list for each calendar year. Notification is to be sent to: Commanding Officer, Engineering Field Activity, West, Naval Facilities Engineering Command, 2001 Junipero Serra Blvd., Suite 600, Daly City, California 94014-1976 and made to the attention of the Contracting Officer for this lease.

c. Hazardous Waste: LESSEE is prohibited from handling, storing, or using any hazardous materials and substances or generating any hazardous wastes on the leased premises.

d. Sub-Surface Use: LESSEE is prohibited from performing any sub-surface excavation of the leased premises. The use of wooden stakes for canopy and related actions is allowed to a depth of twelve (12) inches, but must be removed at the conclusion of each period of use.

e. Removable Objects: LESSEE shall only bring onto premises removable objects that can be easily removed at the conclusion of each period of use. All objects shall be

transported at LESSEE expense. All objects, excluding benches and boardwalks, shall be removed at conclusion of each period of use.

f. Natural Objects Use: LESSEE shall only use wood for benches and boardwalks on the leased area. Wood benches shall be used for the creation of an amphitheater and sitting areas in non-evasive areas. Wood boardwalks shall be used for prevention of erosion and protect natural environment of beach area.

g. Storm Water Management: LESSEE shall observe storm water best management practices to prevent non-storm water discharges from entering into storm drains on GOVERNMENT'S property.

h. Interruption of Activities: LESSEE shall not interfere with any response action taken on the leased premises by or on behalf of the GOVERNMENT, or interrupt, relocate or otherwise interfere with any planned or future remedial actions through or across the subject property.

i. Trash and Utilities: LESSEE shall provide trash receptacles and remove all trash on a daily basis while in use of leased property. Any and all utilities will be paid by LESSEE to service provider. Waste management shall be the responsibility of LESSEE on daily basis while in use of leased property. All objects for such management shall be removed at end of use period.

j. Access Road: LESSEE is granted use of access road for the purpose of dropping off and picking up of individuals using leased property. Access road may also be used for placing and removal of all objects brought onto premises by LESSEE.

k. LESSEE's obligation under Article A, GENERAL MAINTENANCE OBLIGATION and Article C, RISK OF LOSS-INSURANCE of Part II of the lease shall only apply during periods in which LESSEE is using leased premises.

8. FINDING OF SUITABILITY TO LEASE: The Finding of Suitability to Lease (FOSL) certain Naval Postgraduate School, Monterey, California, property for this lease is attached hereto as Exhibit "C" and made a part hereof.

9. EXECUTION BY LESSEE:

By _____ Title

9. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT:

THE UNITED STATES OF AMERICA

By _____ Title

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**5. DEPARTMENT OF THE NAVY
GENERAL PURPOSE LEASE**

PART II

GENERAL PROVISIONS

A. GENERAL MAINTENANCE OBLIGATION

LESSEE, at its own expense, shall so protect, preserve, maintain and repair the LEASED PROPERTY, that the same will at all times be kept in at least as good condition as when received hereunder.

B. LONG TERM MAINTENANCE OBLIGATION

(1) In addition to its general maintenance obligation under Article A, above, LESSEE shall, at its own expense, perform such items of "Long Term Maintenance" (as hereinafter defined) as may from time to time be approved or directed by the Local Government Representative; Provided, the LESSEE shall receive credit against the Maximum Amount to be Expended specified in **Article 3 of Part I** hereof for the "Actual Costs" incurred in the performance of said items upon the satisfactory completion of such performance; Provided, further, LESSEE shall at no time be obligated hereunder to expend for Long Term Maintenance any amount in excess of the difference between:

(a) The Maximum Amount to be expended as accrued to such time.

(b) The total credits allowed against the Maximum Amount to be expended up to that time.

Such difference is hereinafter called the "Current Obligated Maintenance Amount."

"Long Term Maintenance," as used herein, shall herein, shall mean any item of protection, preservation, maintenance and repair of the LEASED PROPERTY, or property of facilities under the control of the GOVERNMENT, or any part thereof, including property in which LESSEE's right of use shall be in common with others, the recurrence of which is not anticipated within the twelve (12) month period following its completion. It shall in no event, however, include any item of protection, maintenance or repair which is solely incidental to LESSEE's use of the property hereunder and which LESSEE is obligated to perform by Article A above, or any other provision of this Lease, such as, but not limited to, guard service, janitorial service, replacement of expendable items, garbage and trash collection or disposal or clean-up work.

“Actual Costs” as used herein, shall mean the sum of: (a) direct labor costs, 10 percent thereof for incidental expenses for general supervision, administration and overhead, and (b) direct material costs, when LESSEE has incurred such costs directly in the performance of any item of Long Term Maintenance approved or directed by the Local Government Representative. When LESSEE contracts with third parties for performance of any item of Long Term Maintenance, “Actual Costs,” as used herein, shall mean the amount of such contracts as shall have been approved in advance by the Local Government Representative.

(2) Pending completion of performance and final determination of the actual costs of any item of Long Term Maintenance approved or directed as aforesaid, there shall be tentatively credited against the Maximum Amount to be Expended at the end of each month of the lease term an estimate of the actual costs incurred in the performance thereof, in order to facilitate administration of this Lease and enable the Local Government Representative to properly direct the performance of Long Term Maintenance under this Article.

(3) If LESSEE shall undertake the performance of any item of Long Term Maintenance at any time when the Current Obligated Maintenance Amount is insufficient to allow credit for the actual cost thereof, such actual costs shall constitute a credit against the Maximum Amount to be Expended as that amount may subsequently accrue pursuant to the provisions of Article 3 of Part I

C. RISK OF LOSS-INSURANCE

- (1) LESSEE shall bear all risk of loss of or damage to the LEASED PROPERTY arising from any cause whatsoever, with or without fault by LESSEE; Provided, however, that LESSEE’s liability for any loss or damage resulting from risks expressly required to be insured against under the Lease shall not exceed the amount of insurance so required or the amount actually procured and maintained, whichever shall be the greater; Provided, further, that maintenance of the required insurance shall effect no limitation on LESSEE’s liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of LESSEE or any of its officers, agents, servants, employees, subtenants, licensees or invitees.
- (2) LESSEE shall procure and maintain, at its own expense, insurance on the LEASED PROPERTY in such initial amounts and types as many exceed, but shall not be less than, the minimum amounts and types specified in Article 7 of Part I hereof. However, LESSEE shall provide, maintain, change or discontinue such insurance as the Local Government Representative may from time to time require and direct; proved, LESSEE's liability for loss of or damage to the LEASED PROPERTY is modified accordingly; provided, further that if any insurance requirement is so changed an equitable adjustment shall be made in the amount of the Rent or

Maximum Amount to be Expended specified in Article 3 Part I (hereof so as to reflect any resultant savings or increased cost to LESSEE).

- (3) All insurance which this Lease requires LESSEE to carry on the LEASED PROPERTY shall be in such form, of such amount, for such periods of time and with such insurers as the GOVERNMENT may from time to time require or approve. Each policy of insurance shall contain a provision for thirty (30) days written notice to the Local Government Representative prior to expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks. All insurance required or carried by LESSEE on any of the LEASED PROPERTY shall be for the protection of the GOVERNMENT and LESSEE against their respective risks and liabilities in connection with the LEASED PROPERTY. Each policy of insurance shall name both LESSEE and the United States of America (Department of the Navy) as the insured, and each policy of insurance against loss of or damage to the LEASED PROPERTY shall contain a loss payable clause ready as follows:

“Loss, if any, under this policy shall be adjusted with (LESSEE) and the proceeds, at the election of the GOVERNMENT, shall be payable to (LESSEE). Any proceeds not paid to (LESSEE), shall be payable to the Treasurer of the United States.”

- (4) In the event that any item or part of the LEASED PROPERTY shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed by LESSEE under paragraph (1) of this Article, LESSEE shall promptly give notice thereof to the Local Government Representative and, to the extent of its liability as provided in paragraph (1) rebuild, replace or repair the item or items of the LEASED PROPERTY so lost or damaged, as effect any repair, rebuilding or replacement which it is required to effect pursuant to this paragraph the GOVERNMENT shall direct the payment to LESSEE of so much of the proceeds of any insurance carried by LESSEE and made available to the GOVERNMENT on account of loss of or damage to any item or part of the LEASED PROPERTY as may be necessary to enable LESSEE to effect such repair, rebuilding or replacement, in the event the GOVERNMENT shall elect not to require LESSEE to repair, rebuild or replace any item or part of the LEASED PROPERTY lost or damaged, LESSEE shall promptly pay to the GOVERNMENT out of any insurance proceeds collected by LESSEE such portion thereof as may be allocable to loss of or damage to the LEASED PROPERTY. When compliance with a GOVERNMENT request to effect any repair, rebuilding or replacement of any lost or damaged item or part of the LEASED PROPERTY would involve the incurring of costs in excess of LESSEE's liability for such loss or damage under this Article, LESSEE shall be under no obligation to effect same until after a satisfactory agreement has been reached between the GOVERNMENT and LESSEE with regard to GOVERNMENT reimbursement of such excess of costs to LESSEE.

D. REPRESENTATIONS

LESSEE has examined, knows and accepts the condition and state of repair of the LEASED PROPERTY and the STATION of which it forms a part, and acknowledges that the GOVERNMENT has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair or keep in repair the same, or any item thereof, which has not been fully set forth in the Lease which contains all the agreements made and entered into between the LESSEE and the GOVERNMENT.

E. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY

This Lease is subject to all outstanding easements and rights of way for location of any type of facility over, across, in and upon the LEASED PROPERTY, or any portion thereof, and to the right of the GOVERNMENT to grant such additional easements and rights of way over, across, in and upon the LEASED PROPERTY as it shall determine to be in the public interest; Provided, that any such additional easement or right of way shall be conditioned on the assumption by the Grantee thereof of liability to LESSEE for such damages as LESSEE shall suffer for property destroyed or property rendered unusable on account of Grantee's exercise of its rights there under. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, State or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the LEASED PROPERTY as shall be necessary for the performance of their duties with regard to such facilities.

F. TERMINATION BY GOVERNMENT

(1) The GOVERNMENT shall have the right to terminate this Lease, at any time, without prior notice, and regardless of any lack of breach by LESSEE of any of the terms and conditions of this Lease. In the event of termination for any reason not involving a breach by LESSEE of the terms and conditions of the Lease, the GOVERNMENT shall make an equitable adjustment of any advance rentals paid by the LESSEE hereunder.

(2) 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, no adjustment in advance rentals paid by LESSEE shall be made, and the GOVERNMENT shall be entitled to recover and LESSEE shall pay to the GOVERNMENT:

(a) The costs incurred in resuming possession of the LEASED PROPERTY.

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

(c) An amount equal to the aggregate of all rents, Long Term Maintenance Obligation and charges assumed hereunder and not theretofore paid or satisfied, less the new rentals, if any, collected by the GOVERNMENT on the re-letting of the LEASED PROPERTY, which amounts shall be due and payable at the time when such rents, obligations and charges would have accrued or become due and payable under this Lease.

G. TERMINATION BY LESSEE

LESSEE shall have the right to terminate this Lease upon thirty (30) days written notice to the Local Government Representative in the event of damage to or destruction of all of the improvements on the LEASED PROPERTY or such a substantial portion thereof as to render the LEASED PROPERTY incapable of use for the purposes for which it is leased hereunder; Provided (1) the Local Government Representative either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise, and (2) that such damage or destruction was not occasioned by the fault or negligence of LESSEE or any of its officers, agents, servants, employees, subtenants, licensees or invitees, or by any failure or refusal on the part of LESSEE to fully perform its obligations under this Lease.

H. SURRENDER

Upon the expiration of this Lease or its prior termination, LESSEE shall quietly and peacefully remove itself and its property from the LEASED PROPERTY and surrender the possession thereof to the GOVERNMENT; Provided, in the event the GOVERNMENT shall terminated this Lease upon less than thirty (30) days notice, LESSEE shall be allowed a reasonable period of time, as determined by the Local Government Representative, but in no event to exceed thirty (30) days from receipt of notice of termination, in which to remove all of its property from an terminate its operations on the LEASED PROPERTY. During such period prior to surrender, all obligations assumed by LESSEE under this Lease shall remain in full force and effect; Provided, however, that if the Local Government Representative shall, in his sole discretion, determine that such action is equitable under the circumstances, he may suspend, in whole or in part, any further accruals of Rent or Maximum Amount to be Expended between the date of termination of the Lease and the date of final surrender of the LEASED PROPERTY.

I. RESTORATION OF LEASED PROPERTY

Before the expiration or prior termination of this Lease, LESSEE shall restore the LEASED PROPERTY and each item thereof to the condition in which it was received, or to such improved condition as may have resulted from any improvement made therein by the GOVERNMENT or by LESSEE during the lease term, subject however, to ordinary

wear and tear and loss or damage for which LESSEE is not liable hereunder; Provided, in the event the GOVERNMENT shall terminate this Lease upon less than thirty (30) days notice LESSEE shall have thirty (30) days from receipt of notice of termination to accomplish such restoration.

J. INSTALLATIONS, ALTERATIONS AND REMOVALS

(1) During the term of this Lease, or any extension thereof, LESSEE shall have the right, at its own expense, to install such of its own machinery and equipment, to make such minor improvements and additions and to attach such removable fixtures in or upon the LEASED PROPERTY as may be necessary for its use of the LEASED PROPERTY pursuant to this Lease, and to remove same at any time prior to the expiration or termination of this Lease or any extension thereof; Provided, that in the event of termination by the GOVERNMENT upon less than thirty (30) days notice, LESSEE may remove such items within thirty (30) days from the receipt of notice of termination. All property not so removed shall be deemed abandoned by LESSEE and may be used or disposed of by the GOVERNMENT in any manner whatsoever without any liability to account to LESSEE therefore, but such abandonment shall in no way reduce any obligation of LESSEE for restoration.

(2) It is expressly agreed and understood that LESSEE will make no substantial alterations, additions or betterments to or installations upon the LEASED PROPERTY without the prior written approval of the Local Government Representative, and then only subject to the terms and conditions of such approval which may include an obligation of removal and restoration upon the expiration or termination of this Lease. Except insofar as said terms and conditions may expressly provide otherwise, all such alterations, additions, betterments and installations made by LESSEE shall become the property of the GOVERNMENT when annexed to the LEASED PROPERTY or any part thereof.

K. INDEMNIFICATION BY LESSEE-GOVERNMENT NON-LIABILITY

LESSEE covenants that it will indemnify and save and hold harmless the GOVERNMENT, its officers, agents and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of LESSEE, its officers, agents, servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any of the same which may arise out of or be attributable to the condition, state of repair or LESSEE's use and occupancy of the LEASED PROPERTY, or the furnishing of any utilities or services, or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of LESSEE, its officers, agents, servants or employees.

L. UTILITIES AND SERVICES

In the event that the GOVERNMENT shall furnish LESSEE with any utilities and services maintained by the GOVERNMENT, which LESSEE may require in connection with its use of the LEASED PROPERTY, LESSEE shall pay the GOVERNMENT the charges therefore in addition to the services in-kind required under this Lease. Such charges and the method of payment thereof shall be determined by the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the appropriate supplier of such service may establish, which will include a requirement for the installation of adequate connection and metering equipment at the sole cost and expense of LESSEE if utilities should be required by LESSEE. It is expressly agreed and understood that the GOVERNMENT in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to LESSEE.

M. LIENS

LESSEE shall promptly discharge or cause to be discharged any valid lien, right, 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 LEASED PROPERTY or materials or equipment furnished therefore, 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.

N. ACCESS

The GOVERNMENT shall have access to the LEASED PROPERTY at all reasonable times for any purposes not inconsistent with the quiet use and enjoyment thereof by LESSEE, including, but not limited to, the purpose of inspection.

O. 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 the State or local authorities upon the LEASED PROPERTY (other than upon LESSEE's possessory interest therein), LESSEE shall pay the same when due and payable and this Lease shall be renegotiated so as to accomplish an equitable reduction in the amount of the Rent or Maximum Amount to be Expended specified in Article 3 or Part I hereof, which reduction shall in no event exceed the amount of such taxes, assessments, or similar charges; Provided, in the event the parties hereto are unable to agree within ninety (90) days from the date of the imposition of such taxes, assessments, or similar charges, upon a rental which in the opinion of the Local Government Representative constitutes a reasonable return to the GOVERNMENT on the LEASED LPROPERTY, the Local Government Representative shall have the right to determine

the amount of the rental, which determination shall be binding of LESSEE, subject to appeal as a dispute in accordance with the provisions of Article P of this Part II.

P. DISPUTES

(1) This lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 01-613)(the Act).

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

(3) "Claim", as used in this clause, means a written demand or written assertion by the LESSEE or the GOVERNMENT seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relation to this lease, is a claim that can be resolved under a lease 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 \$100,000 is not a claim under the Act until certified as required by subparagraph (4) 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.

(4) A claim by the LESSEE shall be made in writing and submitted within 6 years after accrual of the claim to the Commanding Officer, Engineering Field activity West, Naval Facilities Engineering Command, for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Commanding Officer, Engineering Field Activity West, and Naval Facilities Engineering Command.

(4)(a) The Lessee shall provide the certification specified in subparagraph 4(c) of this clause when submitting any claim –

(i) Exceeding \$100,000; or

(ii) Regardless of the amount claimed, when using-

(i)(a) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(ii)(b) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(4)(b) The certification required does not apply to issues in controversy that have not been submitted as all or part of a claim.

- (4)(c) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Lessee believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessee."
- (4)(d) The certification may be executed by any person duly authorized to bind the Lessee with respect to the claim.
- (5) For Lessee claims of \$100,000 or less, the Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command, must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command, must, with 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.
- (6) The Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command, decision shall be final unless the Lessee appeals or files a suit as provided in the Act.
- (7) At the time a claim by the Lessee is submitted to the Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use ADR. When using arbitration conducted pursuant to 5 U.S.C 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim regardless of amount, shall be accompanied by the certification described in paragraph (4)(c) of this clause, and executed in accordance with paragraph (4)(d) of this clause.
- (8) The Government shall pay interest on the amount found due and unpaid by the Government for (1) the date the Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command initially receives the claim. 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 Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command receives the claim and then at the rate applicable for each 6-month period fixed by the Treasury Secretary during the pendency of the claim.
- (9) The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and

comply with any decision of the Commanding Officer, Engineering Field Activity West, Naval Facilities Engineering Command.

Q. COVENANT AGAINST CONTINGENT FEES

LESSEE warrants that no person or agency has been employed or retained to solicit or secure this Lease upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by 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 LESSEE to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

R. 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 there from, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

S. FAILURE OF GOVERNMENT TO INSIST ON COMPLIANCE

The failure of the GOVERNMENT to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the GOVERNMENT's right to the future performance of any such terms, covenants or conditions and LESSEE's obligations in respect to such future performance shall continue in full force and effect.

T. ASSIGNMENT OR SUBLETTING

LESSEE shall not transfer or assign this Lease or any interest therein nor sublet or otherwise make available to any third party or parties any portion of the LEASED PROPERTY or rights therein without the prior written consent of the GOVERNMENT. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of LESSEE hereunder, but no assignment shall relieve the assignor of any of the LESSEE's obligations hereunder except for an extension of the lease term beginning after such assignment, and then only if the GOVERNMENT shall have consented hereto.

U. LABOR PROVISION

(1) Equal Opportunity

During the term of this Lease the LESSEE agrees as follows:

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

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

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

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

(e) The LESSEE will furnish all information and reports required by Executive Order 11246 or September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.

(f) In the event of the LESSEE's noncompliance with the Equal Opportunity clause of this Lease or with any of said rules, regulations, or orders, this Lease may be cancelled, terminated or suspended in whole or in part and the LESSEE may be declared ineligible for further GOVERNMENT contracts in accordance with procedures authorized in Executive Order 11246 or September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The LESSEE will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that

such provisions will be binding upon each SUBLESSEE or vendor. The LESSEE will take such action with respect to any SUBLESSEE or purchase order as the GOVERNMENT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the LESSEE becomes involved in, or is threatened with, litigation with SUBLESSEE or vendor as a result of such direction by the GOVERNMENT, the LESSEE may request the United States to enter into such litigation to protect the interests of the United States.

(2) Convict Labor

In connection with the performance of work required by the Lease, LESSEE agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

(3) Contract Work Hours Standards Act (40 U.S. Code 327-330).

This Lease, to the extent that it is a contract of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45) is subject to the following provisions and exceptions of said Contract Work Hours Standards Act and to all other provisions and exceptions of said law:

(a) The LESSEE shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay" as used in this clause, shall be the amount paid per hour, exclusive of the LESSEE's contribution of cost for fringe benefits, and any cash payments made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the LESSEE shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

V. GOVERNMENT RULES AND REGULATIONS

LESSEE shall comply with such rules and regulations regarding station security, ingress, egress, safety and sanitation as may be prescribed, from time to time, by the Local Government Representative or by the Commanding Officer of the Station.

W. USE IN PERFORMANCE OF GOVERNMENT CONTRACTS

LESSEE shall notify the Local Government Representative promptly whenever the use of the LEASED PROPERTY in performance of GOVERNMENT contracts changes so as to utilize 75 percent or more of the total capacity thereof, and conversely whenever such use changes so as to utilize less than 75 percent of such capacity.

X. NOTICES

No notice, order, direction, determination, requirement, consent, or approval under this Lease shall be of any effect unless in writing. All notices required under this Lease shall be addressed to LESSEE, or to the Local Government Representative, as may be appropriate, at the addresses thereof specified in this Lease or at such other addresses as may from time to time be agreed upon by the parties hereto.

Y. PAYMENTS

All payments to the GOVERNMENT required under this Lease shall be made by check or postal money order made payable to the Department of Navy and delivered to the Local Government Representative.

Z. INTEREST

Notwithstanding any other provision of this Lease, unless paid with thirty (30) days, all amounts that become payable by the LESSEE to the GOVERNMENT under this Lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided as in effect on the date of this Lease. The interest rate per annum shall be the interest rate in effect, which has been established by the Secretary of the Treasury pursuant to Public Law. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this Lease; (ii) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination; or (iii) the date of transmittal by the GOVERNMENT to the LESSEE of a proposed supplemental agreement to confirm completed negotiations fixing the amount.

AA. ADMINISTRATION

The Local Government Representative specified in Article 6 of this Lease 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 affected.

Contract No.: N6247403RPXXXXX

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6.

GRANT OF EASEMENT

THIS INDENTURE, made the number day of Month 20XX between the United States of America, herein called the GOVERNMENT, acting through the Department of the Navy, and Camp S.E.A. (Science, Education & Adventure) Lab Monterey Bay, hereinafter called the GRANTEE.

WHEREAS, the GOVERNMENT owns that certain real property identified as Naval Postgraduate School, (Beach Front Property) Monterey, California hereinafter called "STATION" outlined on Exhibit "A"; and

WHEREAS, the GRANTEE has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of an Education Center Building on a section of the STATION hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the grant of such easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this indenture witnesses that, in consideration of mutual benefits and advantages accruing to the parties hereto, known as services in-kind, the GOVERNMENT hereby grants to the said GRANTEE and its representatives, and assigns for a period of fifty (50) years from the date hereof, an easement for the construction, installation, operation, maintenance, repair, and replacement of an education center, such easement being on that portion of the Station hereinafter called the PREMISES, and described on the Legal Description for Camp S.E.A. Lab Monterey Bay Education Center Building Easement, marked EXHIBIT "A", and as shown on the map marked EXHIBIT "B", both attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction, installation, operation, repair, and replacement of the Education Center shall be done without cost or expense to the Government, and in accordance with plans previously approved by the Commanding Officer of the Engineering Field Activity West.
2. The GRANTEE shall maintain the PREMISES and the Education Center Building in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the PREMISES and continued operation and maintenance of the Education Center Building.
3. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of such rights will not interfere with Government activities at the STATION.

4. Upon the termination of this easement, the GRANTEE, at its expense, shall remove, to the extent requested by the GOVERNMENT, improvements installed or constructed hereunder, and shall restore the PREMISES to the same or as good a condition as that which existed prior to the exercise by the GRANTEE of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commanding Officer of the Engineering Field Activity West.

5. If at any future time, the GOVERNMENT determines that the Education Center Building, or any portion thereof, unduly interferes with any of its activities, it shall have the right to terminate this easement, in whole or in part, to the extent necessary to eliminate such interference; PROVIDED THAT, unless the GOVERNMENT shall have determined that relocation is not feasible, it shall convey to the GRANTEE, without charge, a substitute easement permitting the GRANTEE to relocate the Education Center Building, or portion thereof, on adjacent Government property, at the GRANTEE's cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date, if any.

6. All or any part of this easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such right for a period of two consecutive years.

7. The GOVERNMENT may use the PREMISES of this easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights granted by this easement.

8. Special Provisions of terms and conditions are hereby incorporated into this easement. The following additional provisions that shall be controlling in the event of any conflict with the standard terms and conditions of this easement are listed as support to successful adherence to this easement.

a. Any previous licenses and/or leases established with GRANTEE may become an attachment of this easement.

b. Secured fenced perimeter and standoff distance requirements will be the responsibility of the GOVERNMENT. Access to facility will be dealt with in accordance with ATF program.

c. GOVERNMENT requirements for fire protection will be met with correct fire pressure standards obtained. Separate easement will be handled with City of Monterey for utilities with any and all cost being paid by GRANTEE.

d. Education Center Building is non-exclusive use which grants GOVERNMENT use of facility not to interfere with GRANTEE's schedule.

IN WITNESS WHEREOF, the GOVERNMENT, acting through the Department of the Navy, has caused this instrument to be executed the day and year written first above.

UNITED STATES OF AMERICA

By _____
Contracting Officer

**7. LEGAL DESCRIPTION FOR CAMP S.E.A. LAB MONTEREY BAY
EDUCATION CENTER BUILDING EASEMENTS**

Legal Description for Easement No. 1

A 32.004 meter (105 foot) by 22.860 meter (75 foot) wide easement for Education Center Building purpose, and a temporary 18.288 meter (60 foot) wide easement for construction purposes, around the certain real property situate in the City of Monterey, County of Monterey, State of California, being a portion of Monterey City Lands, Tract No. X, as described in that deed recorded in Volume 1068, Page X, Official Records of Monterey County, lying on each side of the following described centerline:

Beginning at a point on the southerly line of Parcel II distant along said line South xx° xx' xx" West, 77.724 meters (255 feet) from the northeasterly terminus of course (3), as said Parcel is described in said deed; thence leaving said southerly line

- 1) North xx° xx' xx" West, 32.004 meters (105 feet); thence
- 2) North xx° xx' xx" West, 22.860 meters (75 feet); thence
- 3) North xx° xx' xx" West, 18.288 meters (60 feet), terminating at the northerly line of said Parcel II.

The sidelines for the above-described easements shall be extended or shortened to terminate at said southerly and northerly lines of said Parcel II.

End of Description for Easement No. 1

Legal Description for Easement No. 2

Adjacent to Easement No. 1 Education Center Building a 22.860 meter (75 foot) by 13.716 meter (45 foot) for Parking Area / Bus Drop-Off area purpose, and a temporary 18.288 meter (60 foot) wide easement for construction purposes, around certain real property situate in the City of Monterey, County of Monterey, State of California, being a portion of Monterey City Lands, Tract No. X, as described in that deed recorded in Volume 1068, Page X, Official Records of Monterey County, lying on each side of the following described centerline off of the front doors of Easement No. 1.

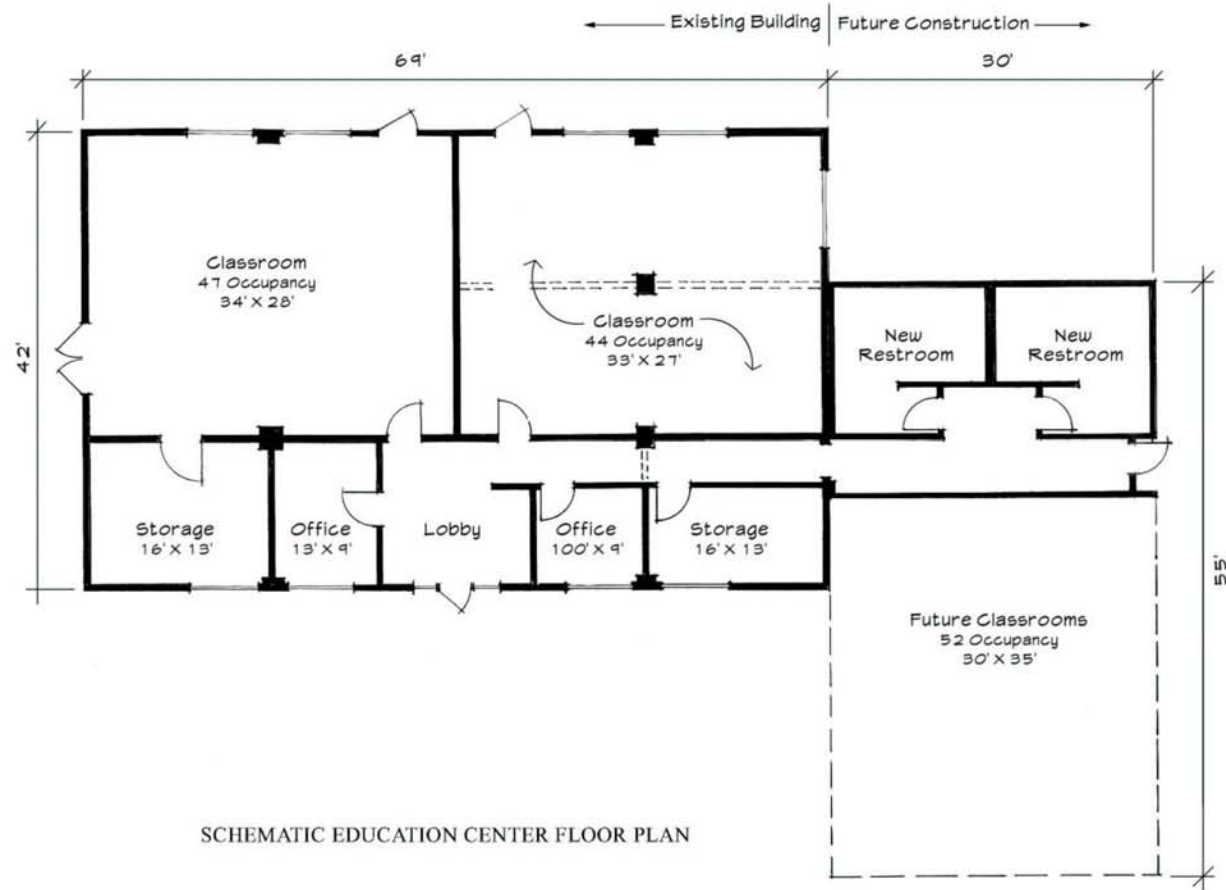
End of Description for Easement No. 2

All as shown on Record of Survey filed in the Office of the County Recorder of Monterey County in Volume XX of Surveys, at Page XX on ***DATE***.

EXHIBIT "A"

Conceptual Site Plan

Schematic Floor Plans



SEA Lab Monterey Bay

EXHIBIT "B"

Source: S.E.A Lab Beach Site Proposal, October 2001

LIST OF REFERENCES

Business Plan

1. Arkebauer, James B. Guide to Writing a High-Impact Business Plan. McGraw-Hill, 2000.
2. Bryson, John M. Strategic Planning for Public and Nonprofit Organization: a Guide to Strengthening and Sustaining Organizational Achievement. Jossey-Bass, 1995.
3. S.E.A Lab Monterey Bay. *The Science, Education and Adventure Camp, Business Plan, Supporting Information*, Draft, p8, 2001.
4. Ernst and Young. "Guide to Producing a Business Plan"
[http://www.ey.com/global/Content.nsf/UK/CEUK_-_Library_-_Guide_to_producing_a_business_plan]. November 2001. 21 July 2003
5. United States Small Business Administration. "Small Business Plans online"
[http://www.sba.gov/starting_business/planning/basic.html]. 21 July 2003.

Strategic Communication Plan

1. Clappitt, Phillip, G. Communicating for Managerial Effectiveness. Sage Publications, 2001.
2. Garnett, James L. Communicating for Results in Government. Jossey-Bass, 1992.

Contract Development

1. NAVFAC Real Estate Operations and Natural Resources Management Procedural Manual, P-73 Volume II
2. *United States Code: Military Leasing Act of 1947*, Title 10, Subtitle A, Part IV, Chapter 159, Section 2667 [<http://www4.law.cornell.edu/uscode/10/2667.html>]
3. SECNAV 11011.46A. *Real Property Acquisition, Management, and Disposal*
4. SECNAV 11011.47. *Acquisition, Use by Others, and Disposal of Department of Navy Real Property*

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