



# FORT ORD REUSE AUTHORITY

## REGULAR MEETING FORT ORD REUSE AUTHORITY BOARD OF DIRECTORS

Friday, December 9, 2016 at 2:00 p.m.  
910 2<sup>nd</sup> Avenue, Marina, CA 93933 (Carpenters Union Hall)

### AGENDA

**ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON DECEMBER 8, 2016.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE
  - a. Resolutions Acknowledging Service

<b>5. CONSENT AGENDA</b>	<b>INFORMATION/ACTION</b>
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<i>CONSENT AGENDA consists of routine items accompanied by staff recommendation.</i>
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- a. Approve November 4, 2016 Board Meeting Minutes (p. 1-5)
- b. Administrative Committee (p. 6-8)
- c. Veterans Issues Advisory Committee (p. 9)
- d. Water/Wastewater Oversight Committee (p. 10-19)
- e. Public Correspondence to the Board (p. 20)
- f. 2017 Board of Directors Meeting Calendar (p. 21-22)
- g. Fiscal Year 2015-2016 Audited Annual Financial Report (p. 23)
- h. Agency Reimbursement Agreements Status Report (Monterey Regional Water Pollution Control Agency & Pure Water Monterey Reimbursement Agreement) (p. 24-55)
- i. Habitat Conservation Plan Update (p. 56)

### 6. BUSINESS ITEMS

- |   |             |
|---|-------------|
| a. Transition Task Force Recommendation 2 <sup>nd</sup> Vote (p. 57)                          | ACTION      |
| b. Consistency Determination: Del Rey Oaks Monument RV Resort 2 <sup>nd</sup> Vote (p. 58-82) | ACTION      |
| c. Water Augmentation Status Update (p. 83-84)  | INFORMATION |
| d. Authorize General Engineering Services Agreement Solicitation (p. 85-99)                   | ACTION      |

### 7. PUBLIC COMMENT PERIOD

<i>Members of the public wishing to address the Board on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes.</i>
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### 8. ITEMS FROM MEMBERS

### 9. ADJOURNMENT

**NEXT BOARD MEETING: January 13, 2017**



**FORT ORD REUSE AUTHORITY  
BOARD OF DIRECTORS REGULAR MEETING MINUTES**

Friday, November 4, 2016 at 2:00 p.m.  
910 2<sup>nd</sup> Avenue, Marina, CA 93933 (Carpenters Union Hall)

**1. CALL TO ORDER**

Chair O'Connell called the meeting to order at 2:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

Chair O'Connell led the pledge of allegiance.

**3. CLOSED SESSION**

- a. *Conference with Legal Counsel – Existing Litigation, Gov. Code 54956.9: Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), County of Monterey Superior Court Case No.: M114961*
- b. *Conference with Legal Counsel – Pending Litigation, Gov. Code 56956.9: Successor Agency to Redevelopment Agency of the County of Monterey v. Michael Cohen, in his official capacity as Director of the State of California Department of Finance (DOF), etc. County of Sacramento Superior Court Case No.: 34-2016-800002403*

**4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

Closed session was conducted between 2:05 – 2:13 pm. Jon Giffen, Authority Counsel advised that there were no items to report from the closed session.

**5. ROLL CALL**

Mayor Joe Gunter (City of Salinas)  
Council member Alan Haffa (City of Monterey)  
Mayor David Pendergrass (City of Sand City)  
Pro-Tem Ian Oglesby (City of Seaside)  
Council member Janet Reimers (City of Carmel)  
Mayor Pro-Tem Frank O'Connell (City of Marina)  
Council member Casey Lucius (City of Pacific Grove)

Mayor Ralph Rubio (City of Seaside)  
Mayor Jerry Edelen (City of Del Rey Oaks)  
Council member Gail Morton (City of Marina)  
Supervisor Jane Parker (County of Monterey)  
Supervisor Dave Potter (County of Monterey)  
Supervisor John Phillips (County of Monterey)

**Ex-officio (Non-Voting) Board Members Present:** Dr. Eduardo Ochoa (CSUMB), Tom Moore (MCWD), Bill Collins (Ft Ord BRAC Office), Colonel Brown (US Army), Vicki Nakamura (MPC), Donna Blitzer (UCSC), Erica Parker (29<sup>th</sup> State Assemblymember Stone), Nicole Charles (17<sup>th</sup> State District Senator Monning), Dr. PK Diffenbaugh (MPUSD), Dr. Scott Brandt (UCSC), Lisa Rheinheimer (MST),

**Absent:** Alec Arago (20<sup>th</sup> Congressional District)

## 6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

Michael A. Houlemard Jr. announced the great success of the Prevailing Wage Jurisdictional Training that was held November 1<sup>st</sup>, 2016. Also, Mr. Houlemard provided notice that the FORA offices would be closed on November 10 for staff training/development retreat in preparation for 2017 and also on November 11<sup>th</sup> in observance of Veteran's Day.

Public comment was opened, there were no comments received.

## 7. CONSENT AGENDA

Chair O'Connell reviewed the items on the consent agenda and made mention of corrections to the minutes that were provided in advance of the meeting.

- a. October 14, 2016 Board Meeting Minutes
- b. Administrative Committee
- c. Veterans Issues Advisory Committee
- d. Water/Wastewater Oversight Committee
- e. Travel Report
- f. Public Correspondence to the Board

*MOTION: On motion by Board member Rubio and seconded by Board member Edelen and carried by the following vote the Board approved Consent Agenda items 6a-6f with amendments to item 6a – 10/14 Board Meeting minutes to reflect corrections submitted by TAMC.*

### **MOTION PASSED UNANIMOUSLY**

## 8. BUSINESS ITEM

### **a. Eastside Parkway Environmental Review Contract 2d Vote**

Jonathan Brinkmann, Principal Planner, reviewed the recommendation for the item and the motion presented during the first vote. Mr. Brinkmann also informed the Board that further communications were received on the item on November 3<sup>rd</sup> after business hours. Public comment was opened, there were no comments received.

*MOTION: On motion by Board member Rubio and seconded by Board member Edelen and carried by the following vote, the Board authorized the Executive Officer to negotiate and execute a professional services agreement FC-05102010 for the oversight and completion of the Eastside Parkway Environmental Review, not to exceed \$568,100 in additional funding and allow the Executive Officer to work with Whitson Engineering on the final structure of the environmental review based on the 90% design work already completed.*

*NOES: Morton, O'Connell, Haffa*

### **MOTION PASSED**

**b. University of California Monterey Bay Education Science and Technology Center  
Status Update**

Josh Metz, Economic Development Manager, introduced Dr. Scott Brandt, University of California Santa Cruz, Vice Chancellor. Dr. Brandt provided an update about the partnerships and efforts of UCMBEST, FORA and Monterey County representatives.

Mr. Metz informed the Board that the meetings held are not formal and/or Brown Act committees.

Public comment was opened and there were no comments received. This item was for information only.

**c. Consistency Determination: Del Rey Oaks Monument RV Resort**

Jonathan Brinkmann provided a brief presentation on the item and reminded the Board and informed the public that on October 21<sup>st</sup> Del Rey Oaks submitted the RV Resort for consistency determination and was distributed in the Administrative Committee packet. Del Rey Oaks adopted the Monument RV Resort Initiative Measure at its May 24, 2016 City Council meeting and per the California Elections Code sections 9215 and 1405(b) allows jurisdictions to adopt General Plan and Zoning amendments through initiative measures which also makes these projects exempt from the California Environmental Quality Act (CEQA). Staff recommended the Board conduct a public hearing regarding the City of Del Rey Oaks General Plan and Zoning Code amendments, and recreational vehicle park development entitlements and their consistency with the Base Reuse Plan.

Staff answered questions from the Board regarding the initiative measure process. Del Rey Oaks Attorney, Brian Finegan provided information about the exemptions that initiative measures provide jurisdictions.

Public comment was opened and there were no comments received.

***MOTION:** On motion by Board member Rubio and seconded by Board member Edelen and carried by the following vote, the Board certified the RV Resort is consistent with the Fort Ord Base Reuse Plan.*

NOES: Morton

A second vote will be conducted at the next scheduled Board meeting.

**d. Transition Task Force Committee Recommendation**

Steve Endsley, Assistant Executive Officer, provided a presentation on the background and work of the Transition Task Force (TTF) since its formation in April 2016. Sheri Damon, Prevailing Wage Coordinator, provided details regarding the obligations and cost in a power point presentation. As presented and recommended through the Administrative and Executive Committees, the Board is asked to recommend legislative extension through 2037 by initiating the legislative amendment process and continue 2020 transition planning.

Public comment was received on the item.



*MOTION: On motion by Board member Rubio and seconded by Board member Haffa to authorize the Executive Officer to explore options with the State Legislation offices for considering and initiating the extension of the Fort Ord Reuse Authority through 2037 and sustain through 2020 transition planning, risk financial analysis, and identify resource options.*

*SUBSTITUTE MOTION: On motion by Board member Morton and seconded by Board member O'Connell and carried by the following vote, the Board authorized the Executive Officer to coordinate and seek support from the State Legislator (17<sup>th</sup> State Senate District and 29<sup>th</sup> State Assembly District) to assure post FORA funding for jurisdictions following FORA sunset on or before June 30, 2020 in compliance with Title 7.85 of the California Government Code entitled Fort Ord Reuse Authority Act and the pursuing of a FORA extension for a reasonable period of time and secondly, to reconvene the Transition Task Force to commence the steps necessary for a transition plan in compliance with Title 7.85 of the California Government Code.*

The Board provided comments on the item and the motions made.

The chair received a call for the question, which has to be accepted by a majority vote. All Ayes for a call for the question. Motion Passed Unanimously

Vote on the Substitute Motion:

AYES: Morton, O'Connell

NOES: Gunter, Haffa, Pendergrass, Oglesby, Reimers, Lucius, Rubio, Edelen, Morton, Phillips

ABSTAIN: None

ABSENT: Potter (only at time of vote)

Vote on the Motion:

AYES: Gunter, Haffa, Pendergrass, Oglesby, Reimers, Rubio, Edelen, Morton, Phillips

NOES: Morton, O'Connell, Lucius

ABSTAIN: None

ABSENT: Potter (only at time of vote)

A second vote will be conducted at the next scheduled Board meeting.

**e. Authorize Industrial Hygienist Professional Services Solicitation** (moved to item 8f for discussion)

Stan Cook, Senior Program Manager, provided a presentation overview of the building removal solicitation status on "Surplus II" in Seaside and the "Stockade" in Marina. Per the October 2016 FORA Board report on Building Removal, staff prepared an open solicitation for professional Industrial Hygienist services that includes sampling, testing, characterizing hazardous materials and removal at the Stockade. Staff is requesting authorization to allow the Executive Officer to solicit, negotiate and execute a Professional Services contract for an Industrial Hygienist to support the former Fort Ord Stockade building removal not to exceed \$110,000.

*MOTION: On motion by Board member Morton and seconded by Board member Rubio and carried by the following vote, the Board authorized the Executive Officer to solicit, negotiate and execute a Professional Services contract for an Industrial Hygienist to support the former Fort Ord Stockade building removal not to exceed \$110,000.*

Public comment was opened and none was received.

### **MOTION PASSED UNANIMOUSLY**

#### **f. 2017 Legislative Agenda (Moved to item 8e for discussion)**

Mr. Houlemard reviewed the legislative agenda and pointed out that the revised draft 2017 Legislative Agenda had been sent to the Board member (and available for public review) was different from the original one included in the packet and presented to the Legislative Committee. The revised draft agenda was the product of the Legislative Committee meeting held on October 31.

The following corrections were noted on the final 2017 Legislative Agenda:

- Public Safety Officer Training item is label "I"
- Item J – Legislative Coordination Regarding FORA Transition Issues – the proposed position adopted by the Legislative Committee indicates "Coordinate and seek support from State Legislature (17<sup>th</sup> State Senate District and 29<sup>th</sup> State Assembly District) to assure post-FORA funding for jurisdictions and reuse obligations."
- Item E – Augmented Water Supply – added a specific coordination item for potential Monterey Bay Region water bond funding and FORA augmentation needs.  
Item C – Economic Recovery Support – add additional discussion about adding creative financing for building removal.

Public comment was opened and none was received.

***MOTION:** On motion by Board member Edelen and seconded by Board member Rubio to adopt the 2017 Legislative Agenda.*

***SUBSTITUTE MOTION:** On motion by Board member Morton and seconded by O'Connell and carried by the following vote the Board moved to adopt the Legislative Agenda with change to the proposed position of the "Legislative Coordination Regarding FORA Transition Issues", to read "coordinate and seek support from State Legislature (17<sup>th</sup> State Senate District and 29<sup>th</sup> State Assembly District) to assure post-FORA funding for jurisdictions following FORA sunset on June 30, 2020 in compliance with Title 7.85 of the California Government Code entitled "Fort Ord Reuse Authority Act" and pursuing of a FORA extension not for a date beyond June 2037."*

### **SUBSTITUTE MOTION PASSED UNANIMOUSLY**

#### **9. PUBLIC COMMENT PERIOD**

Public comment was opened, there were no comments received.

#### **10. ITEMS FROM MEMBERS**

Board member Lucius announced that this would be her last FORA Board meeting.

#### **11. ADJOURNMENT**

The meeting adjourned at 4:09 p.m.

<b>FORT ORD REUSE AUTHORITY BOARD REPORT</b>	
<b>CONSENT AGENDA</b>	
<b>Subject:</b>	Administrative Committee
<b>Meeting Date:</b>	December 9, 2016
<b>Agenda Number:</b>	5b
	<b>INFORMATION/ACTION</b>

**RECOMMENDATION:**

Receive a report from the Administrative Committee.

**BACKGROUND/DISCUSSION:**

The Administrative Committee met on November 16, 2016. The approved minutes from this meeting are attached (**Attachment A**).

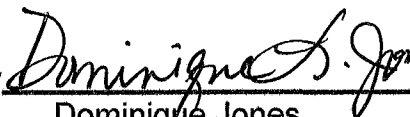
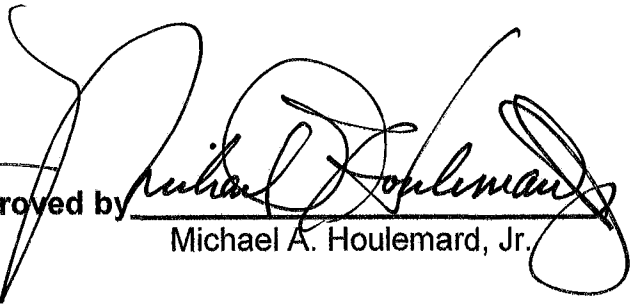
**FISCAL IMPACT:**

Reviewed by the FORA Controller 

Staff time for the Administrative Committee is included in the approved annual budget.

**COORDINATION:**

Administrative Committee

Prepared by  Approved by   
 Dominique Jones Michael A. Houlemard, Jr.



**FORT ORD REUSE AUTHORITY**  
**ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES**  
**8:30 a.m., Wednesday, November 16, 2016 | FORA Conference Room**  
920<sup>nd</sup> Avenue, Suite A, Marina CA 93933

**1. CALL TO ORDER at 8:35 a.m.**

Michael Houlemard called the meeting to order at 8:35 a.m. The following were present:

*\*voting members, AR = arrived after call to order*

<p>Members Present: Layne Long (Marina)* Mike McCarthy (Monterey)* Craig Malin (Seaside)* Melanie Beretti (Monterey County)* Steve Matarazzo (UCMBEST) Anya Spear (CSUMB) Vicki Nakamura (MPC) Patrick Breen (MCWD)</p>	<p>Voting Members Absent: Daniel Dawson (Del Rey Oaks) Todd Bodem (Sand City) Doug Schmitz (Carmel by the Sea) Ray Corpuz (Salinas) Ben Harvey (Pacific Grove)</p>	<p><u>FORA Staff:</u> Michael Houlemard Steve Endsley Hermelinda Flores Jonathan Brinkmann Mary Israel Josh Metz Peter Said Sheri Damon</p>
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**2. PLEDGE OF ALLEGIANCE**

Pledge of allegiance was led by Layne Long

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

a. Oak Woodlands Community Meetings

Mary Israel, Associate Planner, provided an update of the community meeting that occurred on Tuesday, November 15 in Seaside. The event was described as very successful and the upcoming meeting to be held on Saturday, November 19 at the Trackview Pavilion at Laguna Seca between 10am-12pm was announced. Fliers were made available for posting in Jurisdictional areas.

**4. PUBLIC COMMENT PERIOD**

There were no comments received from the public.

**5. APPROVAL OF MEETING MINUTES**

a. October 26, 2016 Regular Meeting Minutes

*On motion by Committee member Malin and Seconded by Committee member Long and carried by the following vote, the Administrative Committee approved the regular meeting minutes for the October 26, 2016 Administrative Committee meeting with the corrections to the roll call in which Anya Spear (CSUMB) was present and also spelling corrections as noted by Mr. Houlemard.*

*Motion passed unanimously*

*There was no comment received on the item.*

**6. NOVEMBER 4, 2016 BOARD PACKET REVIEW (4:26)**

a. Consistency Determination: Del Rey Oaks Monument RV Resort

Jonathan Brinkmann, Principal Planner, provided an overview of the actions regarding this item at the 11/14 Board meeting. The Board considered the item which included a General Plan amendment, zoning change and development entitlement for the RV Park. The Board passed the item with a majority vote and the item will return for a second vote. FORA staff received questions prior to the meeting from Marina council member Gail Morton, in which staff answered and provided those questions and answer in writing to the Board at the meeting.

**b. Eastside Parkway Environmental Review Contract – 2d Vote**

Mr. Houlemard updated the Committee with information regarding several media inquiries made to FORA staff regarding the contract and also provided information about the hearing that occurred and was completed between November 7-10. The judge has 90 days to issue an opinion. Mr. Brinkmann informed the Committee that the Board did complete the second vote with a majority vote and the item passed. Negotiations with Whitson Engineers will begin to get the contract and Environmental Review underway. The process is estimated to take about 18 months.

**7. BUSINESS ITEMS**

**a. Capital Improvement Program**

- i. Development Forecast Methodology
- ii. Development Forecasts Request

Mr. Brinkmann provided an overview of the CIP items, reviewed the memorandum included in the Committees packet and introduced Peter Said, Project Manager. Staff presented the CIP background information, 5-year land sales forecasting tool and received input and answered questions from the committee to consider and clarify the development forecast tools.

**8. ITEMS FROM MEMBERS**

Sheri Damon, Prevailing Wage Coordinator provided a verbal report on the Prevailing Wage Training that occurred on November 1.

**9. ADJOURNMENT**

The meeting adjourned at 9:23am

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

**Subject:** Veterans Issues Advisory Committee

**Meeting Date:** December 9, 2016

**Agenda Number:** 5c

**INFORMATION/ACTION**

### RECOMMENDATION:

Receive an update from the Veterans Issues Advisory Committee (VIAC).

### BACKGROUND/DISCUSSION:

The last VIAC meeting was on October 27, 2016. The opening of the cemetery and the ribbon cutting of the William H. Gurley was discussed during the October 27<sup>th</sup> meeting. The Veterans Issues Advisory Committee did not meet in the month of November; therefore, the September 22, 21016 and the October 27, 2016 minutes have not yet been approved.

### FISCAL IMPACT:


Reviewed by FORA Controller 

Staff time for this item is included in the approved annual budget.

### COORDINATION:

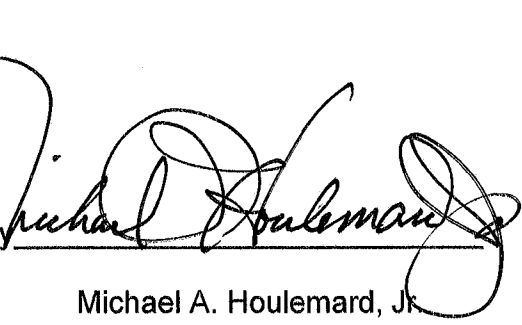
VIAC

Prepared by



Dominique Jones

Approved by



Michael A. Houlemard, Jr.

<b>FORT ORD REUSE AUTHORITY BOARD REPORT</b>		
<b>CONSENT AGENDA</b>		
<b>Subject:</b>	Water/Wastewater Oversight Committee	
<b>Meeting Date:</b>	December 9, 2016	<b>INFORMATION/ACTION</b>
<b>Agenda Number:</b>	5d	

**RECOMMENDATION:**

Receive an update from the Water/Wastewater Oversight Committee (WWOC).

**BACKGROUND/DISCUSSION:**

The WWOC met on November 16, 2016. The approved minutes from this meeting are included (**Attachment A**).

The WWOC received Marina Coast Water District's (MCWD) 2016-2017 first quarter report. Following, the members discussed MCWD's November 8<sup>th</sup>, 2016 Notice of Pending Availability of Recycled Water (**Attachment B**) wherein MCWD invited jurisdictions, agencies and governing bodies to "indicate whether [the] agency is willing to accept [their] allocated amount of the AWT Phase 1 recycled water when it becomes available." MCWD requested a reasonable estimate of the augmented water amount an agency could commit to receive and pay for.


**FISCAL IMPACT:**

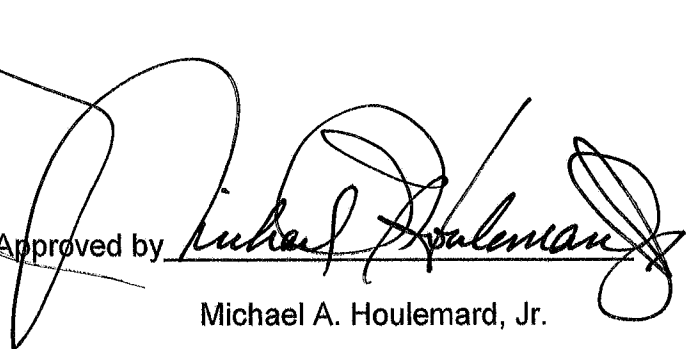
Reviewed by FORA Controller 

Staff time for this item is included in the approved FORA budget.

**COORDINATION:**

WWOC, Marina Coast Water District

Prepared by   
Peter Said

Approved by   
Michael A. Houlemard, Jr.

**FORT ORD REUSE AUTHORITY  
WATER/WASTEWATER OVERSIGHT COMMITTEE  
MEETING MINUTES**

920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933 | FORA Conference Room  
9:30 a.m., Wednesday, October 19, 2016

**1. CALL TO ORDER**

Confirming quorum, Chair Rick Riedl called the meeting to order at 10:00 a.m. The following were present:

**Committee Members:**

Nick Nichols, Monterey County  
Steve Matarazzo, University of California  
Santa Cruz (UCSC)  
Rick Riedl, City of Seaside  
Daniel Dawson, City of Del Rey Oaks

Andy Sterbenz, Schaaf & Wheeler  
Consulting Civil Engineers  
Bob Schaffer  
Ken Nishi  
Doug Yount

**FORA Staff:**

Jonathan Brinkmann  
Ikuyo Yoneda-Lopez

**Other Attendees:**

Mike Wegley, Marina Coast Water District  
(MCWD)  
Patrick Breen, MCWD

**2. PLEDGE OF ALLEGIANCE**

Rick Riedl led the pledge of allegiance.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

FORA Principal Planner Jonathan Brinkmann acknowledged that FORA had received two MCWD customer service evaluations from WWOC members. FORA will follow up with remaining WWOC members to complete evaluations.

**4. PUBLIC COMMENT PERIOD**

None.

**5. APPROVAL OF MEETING MINUTES**

a. September 14, 2016

MOTION: Committee member Daniel Dawson moved, seconded by Steve Matarazzo, to approve the September 14, 2016 Water/Wastewater Oversight Committee (WWOC) minutes.

MOTION PASSED UNANIMOUSLY.

**6. BUSINESS ITEMS**

a. Groundwater Sustainability Act



MCWD District Engineer Mike Wegley presented an update on the process for MCWD to establish their district as a Groundwater Sustainability Agency for its underlying sub-basins. A few weeks ago, MCWD submitted its application to the California Department of Water Resources. If the application is uncontested after 90 days, the application will be approved.

**b. MCWD Capital Improvement Program – Pipeline Status**

Mr. Wegley provided a status report on the MCWD Capital Improvement Program Recycled Water project. MCWD has a few areas along the pipeline alignment to resolve access/easements. MCWD will soon be coordinating with Fort Ord jurisdictions to discuss commitments to use the recycled water when it becomes available.

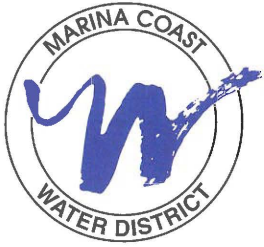
**c. MCWD Fort Ord Water Credits**

Mr. Wegley explained MCWD's policies concerning Capacity Fee credits for water and sewer. He provided excerpts from MCWD's Capacity Fee Credit Ordinance, In-Tract Policy, and Variance Request form.

**c. ADJOURNMENT**

Chair Riedl adjourned the meeting at 10:37 a.m.

**NEXT MEETING: November 16, 2016**



## MARINA COAST WATER DISTRICT

11 RESERVATION ROAD • MARINA, CA 93933-2099

Home Page: [www.mcwd.org](http://www.mcwd.org)

TEL: (831) 384-6131 • FAX: (831) 883-5995

November 8, 2016

To:

California State University, Monterey Bay  
University of California Monterey Bay Education, Science & Technology Center  
Monterey County  
City of Del Rey Oaks  
City of Seaside  
City of Marina

Subject: Notice of Pending Availability of Recycled Water pursuant to FORA Resolution No. 07-10

You are cordially invited to a Tuesday, November 15, 2016 meeting at 1:00 pm at the Fort Ord Reuse Authority ("FORA") Office of potential users of reclaimed/recycled water resources from Marina Coast Water District (MCWD).

The 1997 Fort Ord Base Reuse Plan ("BRP") identifies the availability of water as a resource constraint, estimating that an additional 2,400 acre-feet per year ("AFY") of water is needed to augment the existing groundwater supply to achieve the permitted development level as reflected in the BRP (Volume 3, figure PFIP 2-7). After an extensive environmental review, FORA and MCWD agreed to adopt the "Regional Urban Water Augmentation Project Recycled Project" to provide 1,427 AFY of recycled water to the Ord Community without the need for seasonal storage. This in turn resulted in the FORA Board adopting in May 2007 Resolution 07-10 (copy enclosed), which allocated that 1,427 AFY of recycled water to your agencies and constituted FORA's determination under Section 3.2.2 of the 1998 Water/Wastewater Facilities Agreement that MCWD was required to develop facilities for the production of 1,427 AFY of recycled water.

On April 8, 2016, MCWD and Monterey Regional Water Pollution Control Agency (MRWPCA) entered into the Pure Water Delivery and Supply Project Facilities Agreement. Under this Agreement, the Product Water Conveyance Pipeline having a capacity sufficient to convey 1,427 AFY of advance treated water for the Ord Community during Advance Water Treatment Project ("AWT") Phase 1 will be designed, constructed, owned, and operated by MCWD in accordance with the 1998 Agreement. This means that MCWD will have the right to utilize up to and including a net 600 AFY during AWT Phase 1 and an additional net 827 AFY during AWT Phase 2 of MCWD's AWT Capacity

November 8, 2016

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Entitlement to implement FORA Board Resolution 07-10. Completion of construction of AWT Phase 1 and 2 would fully implement the RUWAP Recycled Project's 1,427 AFY of recycled water.

On September 6, 2016 FORA and MCWD entered into the Reimbursement Agreement for Advanced Water Treatment Phase 1 and Product Water Conveyance Facilities of the RUWAP Recycled Water Project. Subject to limitations specified in the Agreement, FORA agreed to provide up to and including \$6,000,000 toward reimbursement or payment toward eligible costs of implementing Phase 1 and Product Water Conveyance Facilities of the RUWAP Recycled Project. This money will help reduce the cost of the recycled water to your agencies.

All of us recognize the vital importance of recycled water for our potable water conservation efforts and to free up your limited groundwater allocations for additional uses and development. MCWD is pleased to announce that AWT Phase 1's 600 AFY of recycled water allocated by FORA under Resolution 07-10 is currently projected to be available for delivery to your respective agencies by approximately June 2018. MCWD is required to determine if your agency is willing to accept the recycled water when it becomes available pursuant to Resolution 07-10. Please note that Section 5 of that resolution states, "If a jurisdiction is unable to accept recycled water resources, those resources will be returned for future FORA Board allocation according to the principles noted in #2 above." MCWD also needs to determine whether MCWD will need to design, construct, and finance new recycled water distribution infrastructure to deliver the recycled water to your agency's proposed points of delivery.

MCWD requests that your agency's governing body indicate by December 31, 2016, whether your agency is willing to accept your allocated amount of the AWT Phase 1 recycled water when it becomes available. By November 23, 2016, MCWD staff will be emailing you a proposed recycled water sale agreement for your review and comment. MCWD staff will be hosting a meeting on November 15, 2016, at 1:00 pm at the FORA Office to discuss with your agencies the recycled water project schedule, the route of the Product Water Conveyance Facilities ("transmission pipeline"), the location of existing recycled water distribution facilities, the pricing of the recycled water, allocation of recycled water if the AWT Phase 1 requests exceed 600 AFY, sale of recycled water to others if there are insufficient AWT Phase 1 requests, key elements of a recycled water sale agreement, and to answer your questions.

November 8, 2016

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Please contact me or MCWD District Engineer Michael Wegley if you have any questions. You may also have your attorneys contact MCWD Legal Counsel Roger Masuda at (209) 667-5501, [rmasuda@calwaterlaw.com](mailto:rmasuda@calwaterlaw.com).



Keith Van Der Maaten  
General Manager

Enclosure

cc:

Fort Ord Reuse Authority  
Monterey Regional Water Pollution Control Agency  
U.S. Army/Presidio of Monterey  
Seaside Basin Watermaster  
Monterey Peninsula Water Management District  
Monterey Peninsula Unified School District  
Monterey Peninsula College

## Resolution 07-10

Resolution of the Authority Board     )  
Allocating Recycled Water to Former )  
Fort Ord Land Use Jurisdictions.     )

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

**WHEREAS**, the Fort Ord Reuse Authority (“FORA”) and Marina Coast Water District (“MCWD”) Boards of Directors approved the recycled/desalinated two component recommendation to implement the Fort Ord Water Augmentation Program (“Hybrid Alternative”) June 10, 2005 at a joint meeting of the Boards, directing their respective staff to scope the project; and

**WHEREAS**, the Recycled Water Component (“recycled water project”) of the Hybrid Alternative is approaching the bidding and construction stage of the project; and

**WHEREAS**, FORA Board of Directors is informed by MCWD and the Monterey Regional Water Pollution Control Agency (“MRWPCA”) that 1,427 acre-feet per year (“AFY”) of water is available for making a commitment at the MRWPCA property line to the recycled water project of the Hybrid Alternative; and

**WHEREAS**, Monterey County Water Resources Agency and MRWPCA have entered into an Agreement, which allows up to 850 AFY of recycled water from May through August that MRWPCA has agreed to dedicate to the recycled water project; and

**WHEREAS**, MCWD has agreed to provide 300 AFY of recycled water to the project from April through September in addition to the 850 AFY described above; and

**WHEREAS**, 950 AFY of these summer time flows of the 1,427 AFY of recycled water may be made available for use as stated above with the remainder being used the rest of the year; and

**WHEREAS**, allocation of the 1,427 AFY of recycled water to former Fort Ord jurisdictions is an appropriate means of providing initial assurance of access to the recycled water resource; and

**WHEREAS**, allocation of 1,427 AFY will take effect upon approval of this resolution by the FORA Board of Directors; and

**WHEREAS**, FORA jurisdictions have agreed to reserve 5% of the recycled water for line loss to be deducted from the total supply of recycled water available for distribution; and

**WHEREAS**, this 5% line loss factor may be adjusted in the future as further operational information is provided; and

**WHEREAS**, MCWD advises, in order to avoid over allocating water and potential over use of recycled water included in Exhibit A, a line loss of 10% may need to be applied in the future; and

**WHEREAS**, additional recycled water resources are anticipated to become available in the future that may be used to offset future operational line loss factors; and

**WHEREAS**, 300 AFY of additional recycled water (less the 5% line loss as measured within MCWD’s service area) is currently proposed to be set aside to others by the MRWPCA; and

**WHEREAS**, the FORA Board acknowledges that the entity or entities using all or portions of the additional 300 AFY are required to pay an equitable prorata share of the cost of those Ord Community facilities that are necessary for delivery of the resource; and

**WHEREAS**, all or a portion of that 300 AFY of recycled water may be made available by MRWPCA action to former Fort Ord uses in the future; and

**WHEREAS**, moving forward with an allocation of recycled water at this time is essential for reuse of the former Fort Ord; and

**WHEREAS**, FORA has received advice from counsel that adopting an allocation of recycled water resource is appropriate given the pending agreements to deliver recycled water resources to member jurisdictions' projects; and

**WHEREAS**, FORA is allowed under the California Environmental Quality Act to allocate recycled water given that environmental impacts of the recycled water program (construct distribution systems and provide recycled water from the existing MRWPCA wastewater treatment facility to urban users within the Ord community) have been analyzed in a 2004 environmental impact report ("EIR") and two subsequent addenda; and

**WHEREAS**, the impacts of water allocations for redevelopment on Fort Ord were evaluated under the 1997 Base Reuse Plan EIR; and

**WHEREAS**, allocating recycled water resources to conserve potable water resources for such purposes meets the spirit and letter of the Fort Ord Base Reuse Plan; and

**WHEREAS**, the FORA Administrative Committee recommends that the FORA Board adopt the attached "List of Allocations" and criteria defined herein to implement a portion of the Hybrid Alternative.

**NOW, THEREFORE, BE IT RESOLVED** by the FORA Board of Directors that:

1. The attached recycled water resource allocation "List of Allocations" (Exhibit A) is adopted.
2. The prioritization/methodology/criteria for use of recycled water at the Ord Community are adopted for allocating recycled water to projects in the following hierarchy:
  - a. Existing development projects;
  - b. Development projects in the FORA Capital Improvement Program;
  - c. Development projects with Disposition and Development Agreements;
  - d. Development projects with Exclusive Negotiating Agreements;
  - e. Development projects that are flagship projects;
  - f. Best available Water Conservation efficiencies employed; and
  - g. Agreement to pay capacity or other fixed cost charge for receipt and acceptance of this recycled water.
3. FORA shall allow its member jurisdictions and Ord Community developers the right to use the recycled water set forth on Exhibit A at costs to be determined at a later date.
4. This action does not require any jurisdiction to accept recycled water resources beyond that required under the terms of existing agreements.
5. If a jurisdiction is unable to accept recycled water resources, those resources will be returned for future FORA Board allocation according to the principles noted in #2 above.

6. To allocate additional resources, if they become available, the FORA Board of Directors may revisit this allocation in Spring of 2008 or as a component of future planning.

7. A 5% line loss factor will be applied to all recycled water within the MCWD service area during the first 5 years of initial operation of the recycled water system, with future line loss factors to be applied for subsequent years of operation based on evidence derived from the first five years of operation. In the event line loss increases occur, additional recycled water resources are expected to account for the increased demand.

8. If the additional 300 AFY of water proposed to be set aside for others becomes available by MRWPCA action, the FORA Board will allocate those resources according to the same criteria listed in #2 above.

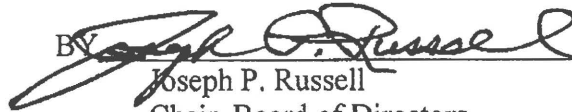
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Upon motion by Mayor Mettee-McCutchon, seconded by Mayor Rubio, the foregoing resolution was passed on this 11<sup>th</sup> day of May 2007, by the following vote:

|              |     |                                                                                                                                     |
|--------------|-----|-------------------------------------------------------------------------------------------------------------------------------------|
| AYES:        | 12  | Directors Russell, Della Sala, Mettee-McCutchon, Wilmot, Potter, Salinas, Calcagno, Rubio, Mancini, Pendergrass, Davis, and McCloud |
| NOES:        | -0- |                                                                                                                                     |
| ABSTENTIONS: | -1- | Director Barnes                                                                                                                     |
| ABSENT:      | -0- |                                                                                                                                     |

I, Mayor Russell, Chair of the Board of Directors of the Fort Ord Reuse Authority of the County of Monterey, State of California, do hereby certify that the foregoing is a true copy of an original order of the said Board of Directors duly made and entered under Item 7c, Page 4, of the board meeting minutes of May 11, 2007 thereof, which are kept in the Minute Book resident in the offices of the Fort Ord Reuse Authority.

Date 5/8/07

BY   
Joseph P. Russell  
Chair, Board of Directors  
Fort Ord Reuse Authority

## Exhibit A

### List of Allocations<sup>1</sup>

| Jurisdiction                                                | Acre-Feet per Year |
|-------------------------------------------------------------|--------------------|
| CSUMB                                                       | 87                 |
| UC MBEST                                                    | 60                 |
| County                                                      | 134                |
| Del Rey Oaks                                                | 280                |
| Seaside                                                     | 453                |
| Marina                                                      | 345                |
| Subtotal (amount to be allocated to Fort Ord jurisdictions) | 1359               |
| Line loss                                                   | 68                 |
| Former Fort Ord Total <sup>2</sup>                          | 1427               |

1. Please refer to paragraph #3 under the discussion section of the staff report for a description of how allocations were determined.

2. MRWPCA's planning efforts for recycled water, supported by studies performed in 1992, 1996, and 2003, have accommodated 300 AFY of recycled water to be set aside by MRWPCA for delivery south of the former Fort Ord to Monterey County, the City of Seaside, and the City of Monterey. Therefore, this 300 AFY plus the 1427 AFY in this "List of Allocations" equals a total of 1727 AFY.



**FORT ORD REUSE AUTHORITY BOARD REPORT**  
**CONSENT AGENDA**

|                       |                                    |                    |
|-----------------------|------------------------------------|--------------------|
| <b>Subject:</b>       | Public Correspondence to the Board |                    |
| <b>Meeting Date:</b>  | December 9, 2016                   | <b>INFORMATION</b> |
| <b>Agenda Number:</b> | 5e                                 |                    |

Public correspondence submitted to the Board is posted to FORA's website on a monthly basis and is available to view at <http://www.fora.org/board.html>.

Correspondence may be submitted to the Board via email to [board@fora.org](mailto:board@fora.org) or mailed to the address below:

FORA Board of Directors  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933

| FORT ORD REUSE AUTHORITY BOARD REPORT |                                  |
|---------------------------------------|----------------------------------|
| CONSENT AGENDA                        |                                  |
| <b>Subject:</b>                       | 2017 FORA Board Meeting Schedule |
| <b>Meeting Date:</b>                  | December 9, 2016                 |
| <b>Agenda Number:</b>                 | 5f                               |
|                                       | <b>ACTION</b>                    |

**RECOMMENDATION:**

Approval of FORA Board Meeting schedule for the coming year.

**BACKGROUND/DISCUSSION:**

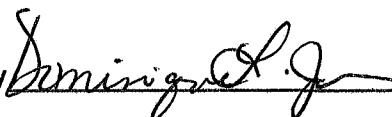
The 2017 Board Meeting schedule is attached (**Attachment A**).

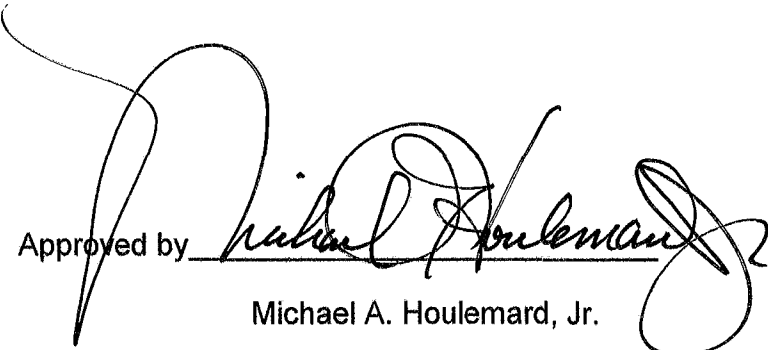
**FISCAL IMPACT:**

Reviewed by FORA Controller 

Staff time for this item is included in the approved annual budget.

**COORDINATION:**

Prepared by   
 Dominique Jones

Approved by   
 Michael A. Houlemard, Jr.



## FORT ORD REUSE AUTHORITY

920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

Phone: 831.883.3672 | Fax: 831.883.3675 | [www.fora.org](http://www.fora.org)

Attachment A to Item 5f  
FORA Board Meeting, 12/9/16

# 2017 FORA BOARD MEETING SCHEDULE

January 13

February 10

March 10

April 7

May 12

June 9

July 14

August 11

September 8

October 13

(November 10 Veterans Day is Observed)

November 17

December 8

Board meetings are held on the 2<sup>nd</sup> Friday of each month at 2:00 p.m. at the Carpenter's Union Hall on the former Fort Ord (910 2<sup>nd</sup> Avenue, Marina, California), unless otherwise noticed/announced. Meeting dates and times are subject to change. Agendas and other meeting materials are posted on the FORA website [www.fora.org](http://www.fora.org) and are available upon request.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

|                       |                                                       |               |
|-----------------------|-------------------------------------------------------|---------------|
| <b>Subject:</b>       | Fiscal Year 2015-2016 Audited Annual Financial Report |               |
| <b>Meeting Date:</b>  | December 9, 2016                                      | <b>ACTION</b> |
| <b>Agenda Number:</b> | 5g                                                    |               |

### RECOMMENDATION:

Accept the Moss, Levy & Hartzheim, Certified Public Accountants Fort Ord Reuse Authority (FORA) Fiscal Year 15-16 Audited Annual Financial Report (Audit Report) as recommended by the Finance Committee. This link will take you to the full report:

<http://fora.org/Reports/Finance/AnnualFinancialReport2016.pdf>

### BACKGROUND:

Each fall, the draft Audit Report is presented to the Finance Committee (FC) for its review and consideration before it is forwarded to the FORA Board.

### DISCUSSION:

With respect to FORA operations (*Fund Financial Statements*), MLH issued an "unmodified" (*clean*) opinion. There were no findings/questionable costs in the FY 15-16 financial audit concerning FORA internal control structure. MLH's letter expresses the opinion that the financial statements present fairly, in all material respects, FORA's financial position as of June 30, 2016, and the respective changes in financial position, for the fiscal year then ended, in accordance with accounting principles generally accepted in the United States of America.

MLH issued a "modified" opinion with respect to the Government-Wide Financial Statements because the value of Preston Park land and buildings had not been recorded. The property was sold on September, 2015 and the proprietary fund closed.

The FC reviewed the Audit Report on December 2, 2016 and accepted the Audit Report as presented and recommended the FORA Board accept the FY 15-16 Audit Report as presented.

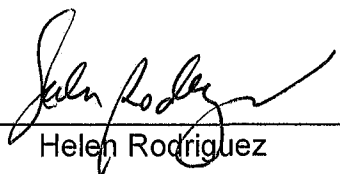
### FISCAL IMPACT:

Cost for the audit services is included in the approved FORA budgets.

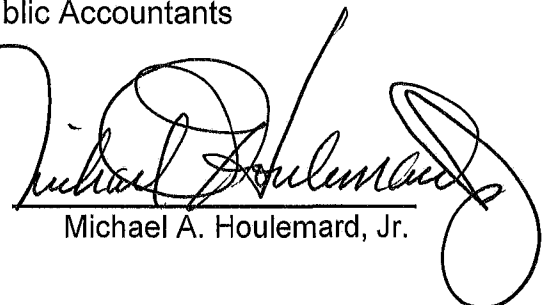
### COORDINATION:

Finance Committee, Moss, Levy & Hartzheim, Certified Public Accountants

Prepared by:

  
Helen Rodriguez

Approved by:

  
Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

|                       |                                                                                                                                                   |                           |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Subject:</b>       | Agency Reimbursement Agreements Status Report<br>(Monterey Regional Water Pollution Control Agency & Pure Water Monterey Reimbursement Agreement) |                           |
| <b>Meeting Date:</b>  | December 9, 2016                                                                                                                                  | <b>INFORMATION/ACTION</b> |
| <b>Agenda Number:</b> | 5h                                                                                                                                                |                           |

### RECOMMENDATION:

Receive a status report on the Monterey Regional Water Pollution Control Agency (MRWPCA) Pure Water Monterey Groundwater Replenishment Construction Project (Pure Water Monterey Site) and request to enter into a Phase 1 (and later, a Phase 2) Fort Ord Reuse Authority (FORA)/Agency Reimbursement Agreement to supply Unexploded Ordnance (UXO) Awareness Training and UXO Construction Support on Seaside Environmental Services Cooperative Agreement (ESCA) property.

### BACKGROUND:

In spring 2007, the U.S. Army (Army) awarded FORA approximately \$98 million to perform Munitions and Explosives of Concern (MEC) cleanup to execute an Army-funded ESCA defining the MEC remediation of 3,340 acres the former Fort Ord acres. FORA also entered into an Administrative Order on Consent (AOC) with the U.S. Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC), defining conditions under which FORA undertakes the Army remediation responsibility for ESCA parcels. In order to complete the AOC defined obligations, FORA entered into a Remediation Services Agreement (RSA) with LFR Inc. (now Arcadis) to provide MEC remediation services.

Through the RSA, Arcadis has been given site control of ESCA properties. FORA and Arcadis created **Attachment A, RSA Contract Change Order (CCO) #5, Master Services Agreement**, to provide services on ESCA properties supporting outside agencies' requests. In June 2011, the Board authorized the FORA Executive Officer to execute individual FORA/Agency reimbursement agreements with outside agencies for Arcadis to provide the agencies support on ESCA property through the FORA/Arcadis RSA CCO #5. To date, FORA has entered into eight (8) separate reimbursement agreements with other agencies to support their UXO construction support needs on ESCA property. See the attached summary matrix of reimbursement agreements **Attachment B, Agreements for Professional Services, Reimbursement Agreement Tracking Sheet**.

### DISCUSSION:

FORA/Arcadis CCO #5 modification **Attachment C, Exhibit E Work Authorization** and a FORA/MRWPCA Reimbursement Agreement **Attachment D, Agreement for Professional Services, Phase 1** for \$79,789 are currently pending execution to support the Pure Water Monterey Project Site UXO construction support needs. The Pure Water Monterey Site is located on FORA-owned ESCA property in the southeast corner of General Jim Moore Boulevard and Eucalyptus Road, Seaside. MRWPCA received permission from Seaside to access the Pure Water Monterey Project Site, see **Attachment E, Access for MRWPCA to the GWR Project Site (Pure Water Monterey Site) in the City of Seaside**.

Outside agency requests for site access, UXO Safety Awareness Training, UXO escorts, UXO construction support, and project review on FORA-owned ESCA property are not funded by the ESCA grant, therefore, FORA and Arcadis must be reimbursed for these services. Under ESCA insurance requirements the agency must receive permission from Arcadis to access the proposed sites so that ESCA insurance policies are not jeopardized. A FORA Right of Entry (ROE) is also required to access the site. Under the ROE, FORA requires that the agency receive jurisdiction permission and permits.

The Arcadis RSA CCO #5 is structured so that it may be modified as FORA enters into individual reimbursement agreements with each outside agency for both FORA and Arcadis services by adding agency project specifics and not-to-exceed financial limits. FORA is reimbursed by the outside agency for FORA staff costs, plus an additional 5% which is added to all Regulator and Arcadis services costs to cover FORA's administrative costs.

The Phase 1 FORA/MRWPCA Reimbursement Agreement and the FORA/Arcadis CCO #5 modification to support the Pure Water Monterey Project Site UXO construction support needs will be executed after this Board meeting. The **Attachment E, Phase 2 FORA/MRWPCA Reimbursement Agreement** is expected to be executed in 2017.

**FISCAL IMPACT:**

Reviewed by FORA Controller 

There is no cost to FORA or the ESCA because Arcadis services, FORA ESCA Senior Program Manager, FORA Authority Counsel, FORA and Regulator staff time, as required, are reimbursed to FORA by MRWPCA through the FORA/MRWPCA reimbursement agreements. FORA is reimbursed by MRWPCA for FORA staff costs, plus an additional 5% is added to all Regulator and Arcadis services to cover FORA administrative costs.

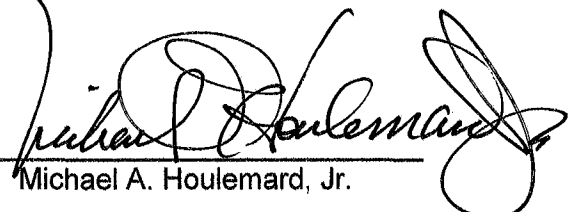
**COORDINATION:**

Administrative Committee; Executive Committee; FORA Counsel; Arcadis; MRWPCA; EPA; and DTSC.

Prepared by

  
Stan Cook

Approved by

  
Michael A. Houlemard, Jr.

**PROFESSIONAL SERVICES AGREEMENT**

CCO # 5

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this 25th day of April, 2011 (the "Effective Date").

**1. PARTIES (individually, or jointly and collectively, the "Parties")**

| FORA                                                                                                                                                                                        | ARCADIS                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name: <u>Fort Ord Reuse Authority ("FORA")</u><br>Address 1: <u>100 12<sup>th</sup> Street, Building 2880</u><br>Address 2: _____<br>City: <u>Marina</u> State: <u>CA</u> Zip: <u>93933</u> | Name: <u>ARCADIS U.S., Inc. ("ARCADIS")</u><br>Address 1: <u>100 12<sup>th</sup> Street, Building 2903</u> <i>B</i><br>Address 2: _____<br>City: <u>Marina</u> State: <u>CA</u> Zip: <u>93933</u>                                                                                                                             |
|                                                                                                                                                                                             | The parties hereto acknowledge and agree that when individual work authorizations are necessary hereunder, all such work authorizations will be issued and executed by the appropriate ARCADIS entity authorized and licensed to perform work in the respective state, country or province where the work is being performed. |

**2. PARTY REPRESENTATIVES**

| FORA REPRESENTATIVE                                                                                                                                                                                                                                | ARCADIS REPRESENTATIVE                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mail Originals:<br><u>Fort Ord Reuse Authority</u><br><u>100 12<sup>th</sup> Street, Building 2880</u><br><u>Marina, CA 93933</u><br>Attention: <u>Mr. Michael A. Houlemard, Jr.</u><br>Telephone: <u>831-883-3672</u><br>Fax: <u>831 883 3676</u> | Mail Originals:<br><u>ARCADIS U.S. Inc.</u><br><u>100 12<sup>th</sup> Street, Building 2903</u> <i>B</i><br><u>Marina, CA 93933</u><br>Attention: <u>Kristie Reimer</u><br>Telephone: <u>831-384-3221</u><br>Fax: <u>831-384-3222</u>          |
| With Copies To:<br><u>Fort Ord Reuse Authority</u><br><u>100 12<sup>th</sup> Street, Building 2880</u><br><u>Marina, CA 93933</u><br>Attention: <u>Ivana Bednarik</u><br>Telephone No.: <u>831 883 3672</u><br>Facsimile No.: <u>831 883 3676</u>  | With Copies To:<br><u>ARCADIS U.S. Inc.</u><br><u>1900 Powell Street, 12<sup>th</sup> Floor</u><br><u>Emeryville, CA 94508</u><br>Attention: <u>Ms. Dori Baker</u><br>Telephone No.: <u>510-596-9513</u><br>Facsimile No.: <u>510-652-4906</u> |

**3. GENERAL TYPES OF SERVICES TO BE PERFORMED**

**4. SPECIAL TYPES OF SERVICES TO BE PERFORMED**

|                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Check each appropriate box:<br><input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Infrastructure <input type="checkbox"/> Other: _____                                         | Check each appropriate box:<br><input checked="" type="checkbox"/> Field <input type="checkbox"/> Phase I ESA<br><input type="checkbox"/> Asbestos & Other Hazardous Materials<br><input type="checkbox"/> PM / CM<br><input type="checkbox"/> Other or Not Applicable |
| Services performed under this Agreement are detailed in the Scope of Services and may also be detailed in Work Authorization(s) approved by FORA and ARCADIS in the form attached hereto as Exhibit E. |                                                                                                                                                                                                                                                                        |

**5. AGREEMENT**

The following documents, as applicable, are attached and are incorporated into this Agreement:

- Exhibit A: General Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: General Terms and Conditions for Professional Services
- Exhibit D: Special Terms and Conditions for Professional Services
- Exhibit E: Work Authorization

**6. EXECUTION**

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

| FORA                                                             | ARCADIS                                               |
|------------------------------------------------------------------|-------------------------------------------------------|
| By: <i>[Signature]</i><br>Name: <u>MICHAEL A. HOULEMARD, SR.</u> | By: <i>[Signature]</i><br>Name: <u>KRISTIE REIMER</u> |
| Title: <u>EXEC. OFFICER</u>                                      | Title: <u>PRINCIPLE TECHNICAL EXPERT</u>              |

**EXHIBIT A  
GENERAL SCOPE OF SERVICES**

**SERVICES TO BE PERFORMED**

ARCADIS shall perform the professional Consulting Services required under this Agreement in accordance with a standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, in the same geographical regions as the work described in this Agreement and any Work Authorization. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon ARCADIS in excess of this standard of care.

Services performed under this Agreement may be more fully described in specific detail in individual Work Authorizations approved by FORA and ARCADIS in the form attached hereto as Exhibit E, which shall constitute a part of this Agreement.

ARCADIS shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and the applicable Work Authorization are fully executed and delivered to ARCADIS. Any schedule requirements applicable to ARCADIS Services will be set forth in this Exhibit or Work Authorization.

ARCADIS agrees to correct, at its own expense, any Service provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.

**2 DESCRIPTION OF GENERAL SERVICES**

**Task 2011 - On-Call Services as Requested by FORA**

Provision of on-call services as requested by FORA in support of projects proposed on the ESCA Remediation Project footprints. Services can include but are not limited to:

- i. Site Documentation – preparation of site documentation in support of early site access in accordance with the AOC. These documents include preparation of:
  - a. Technical Memorandum: document site conditions, previous investigation and remediation activities to support proposed site construction activities.
  - b. Soil Management Plan – identify project activities and define soil management requirements, constraints and reporting.
  - c. UXO Work Plan: Identify UXO support requirements and procedures for construction-related activities with respect to possible munitions and explosives of concern (MEC) finds under the existing roadway or within the limits of grading.
  - d. Administrative Order on Consent (AOC) Partial Approval/Concurrence Letter in advance of Regulatory Site Closure: Request for Environmental Protection Agency (EPA) Region 9 with concurrence from State of California Department of Toxic Substances Control (DTSC) to make a preliminary finding that the project area has been adequately investigated and remediated, and is protective of human health and the environment. As outlined in the AOC between the



regulators and FORA, the Former Fort Ord Army Base is a National Priorities List (NPL) site, and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requirements and obligations apply to the proposed project area.

- ii. Construction Support – UXO Technician onsite or on-call construction support during project implementation as approved by FORA in accordance with the Administrative Order on Consent (AOC). Site Escorts may be provided to monitor site activities such as soil management. Summary of daily reporting will be prepared and submitted to FORA. Activity will be billed on a daily rate basis.
- iii. Site Escorts – UXO or Site Escort to support field reconnaissance such as biological surveys, land surveying, and other non-intrusive activities. Summary of daily reporting will be prepared and submitted to FORA. Activity will be billed on a daily rate basis.
- iv. Field activities and costs associated with additional investigation that may be required as requested by FORA as result of construction related activities.
- v. Technical services in support of project definition and review as requested by FORA.
- vi. Meeting preparation, attendance and follow-up as requested by FORA.
- vii. Project administration, coordination, billing and reporting as needed.

**EXHIBIT B  
PAYMENT TERMS**

**3. PAYMENT OF SERVICES**

FORA agrees to pay for the Services performed by ARCADIS in accordance with this Agreement and any approved Work Authorization. Payment for Services is set forth and shall be subject to the ARCADIS standard invoicing practices, which are incorporated herein. Payment Terms shall specify any required Mobilization Fee or other Retainer, Lump Sum Fees, Hourly Billing Rates, and Reimbursable Expenses, and provide for interest on payments not timely made, and for the suspension of work and attorneys' fees in the event that payments are not made by FORA.

**4. PAYMENT TERMS**

ARCADIS shall invoice FORA for Services in accordance with ARCADIS standard invoicing practices. ARCADIS reserves the right, in its sole discretion, to invoice FORA in advance and/or bi-weekly. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds as follows:

**WELLS FARGO BANK NA**

**Lockbox: ARCADIS U.S., Inc., Dept 547,  
Denver, Colorado 80291-0547.**

**By Wire: ABA 121000248, Account No.  
1018164751, ARCADIS U.S., Inc. Lockbox.**

**By ACH: ABA 102000076, Account No.  
1018164751, ARCADIS U.S., Inc. Lockbox.**

If FORA fails to make any payment due ARCADIS for services and expenses within thirty (30) days after receipt of invoice, the amounts due ARCADIS will be increased at the rate of 1.5% per month, or the maximum rate of interest permitted by law for accounts not paid within thirty (30) days.

If FORA reasonably objects to any portion of an invoice, FORA shall provide written notification to ARCADIS of FORA's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the *disputed* portion of the invoice. FORA shall waive any objections to ARCADIS invoice if it fails to timely provide such written notice to ARCADIS. The *undisputed* portion shall be paid immediately and FORA shall not offset amounts due ARCADIS under a Work Authorization for any credit or disputes arising under a different Work Authorization. If payment of *undisputed* invoices by FORA is not maintained on a current basis, ARCADIS may, after giving seven (7) days' written notice to FORA, suspend further performance until such payment is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and ARCADIS shall be paid for Services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, putting of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

In the event of litigation or other proceeding to enforce performance of this Agreement or any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS  
FOR ENVIRONMENTAL PROFESSIONAL SERVICES**

**6. TERM OF AGREEMENT**

- 1.1 This Agreement shall remain in full force and effect until terminated in accordance with specifications noted in Section 3, herein.

**6. CHANGES IN THE WORK**

- 2.1 At any time after execution of this Agreement, FORA may order changes in ARCADIS Services consisting of additions, deletions, and revisions within the general scope of services being performed by ARCADIS under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if FORA has notified ARCADIS of a change, ARCADIS shall submit to FORA within a reasonable time an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement.
- 2.2 Notwithstanding the above, FORA may direct ARCADIS in writing to perform the change prior to approval of price and schedule adjustments by FORA. If so directed, ARCADIS shall not suspend performance of this Agreement during the review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the Services originally contemplated. In the event FORA and ARCADIS are unable to reach agreement regarding changes in price and/or time associated with a change order, the matter shall be submitted to mediation as provided in Paragraph 13 of this Agreement.

**B. TERMINATION OF AGREEMENT**

- 3.1 **Termination for Convenience** - Either Party may terminate this Agreement and any associated Work Authorization for its convenience and without cause after giving five (5) days written notice to the

other Party. However, ARCADIS shall not have the right to terminate this Agreement, without cause, prior to completion by ARCADIS of all Services required under the Agreement or any outstanding Work Authorizations. In the event FORA terminates ARCADIS services without cause and for FORA's convenience, FORA shall be liable to promptly pay ARCADIS for all work performed through the date of termination, all of ARCADIS expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and all costs incurred by ARCADIS in terminating any contracts entered into in connection with the performance of its Services.

- 3.2 **Termination for Cause** - Either Party may terminate this Agreement for Cause. Termination for any cause shall be by written "Termination Notice" from the terminating Party, delivered to the defaulting Party. The defaulting Party shall have thirty (30) days from receipt of the Termination Notice to cure the alleged default, or if the cure requires a period of time in excess of thirty (30) days the cure period shall be extended by mutual agreement so long as the defaulting Party has undertaken reasonable efforts to cure such default. Any termination for cause shall be without prejudice to any claims that either Party may have against the other Party, its agents or subcontractors.

**4. CONFLICT OF INTEREST**

- 4.1 ARCADIS shall not perform, or enter into any agreement for, services for any other person, corporation or entity, except with prior written consent of FORA, if, in the sole discretion of ARCADIS, the performance of the services could result in a conflict with ARCADIS obligations under this Agreement. ARCADIS represents that it has reasonably evaluated potential

conflicts and has disclosed to FORA in writing any prior or existing relationships which present, or could appear to present, a conflict with the Services to be performed.

**5 USE OF DOCUMENTS**

5.1 All documents provided by ARCADIS pursuant to this Agreement are instruments of service of ARCADIS, and ARCADIS shall retain an ownership and property interest therein (including the right of reuse) until FORA has made full payment to ARCADIS for such documents pursuant to this Agreement. All documents generated by ARCADIS pursuant to this Agreement are not intended or represented to be suitable for reuse by FORA or others for any other project or purposes than that for which the same were created. FORA agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of ARCADIS. Reuse of said reports or other material by FORA for any other purpose or on other projects without written permission or adaptation by ARCADIS for the specific purpose then intended shall be at FORA's and user's sole risk, without any liability whatsoever to ARCADIS, and FORA agrees to indemnify and hold harmless ARCADIS from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by FORA.

5.2 The Parties agree that reports prepared by or on behalf of ARCADIS pertaining to site conditions, including but not limited to geotechnical engineering or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of FORA and its authorized agents, and that no other party may rely on Site Condition Reports unless ARCADIS agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. FORA acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site

Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by ARCADIS or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. FORA acknowledges that site exploration by ARCADIS or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that ARCADIS or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by ARCADIS or its subcontractors. FORA agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by ARCADIS or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of ARCADIS pertaining to site conditions.

**6 RECORD RETENTION**

6.1 All records, reports and other information or work product generated in connection with ARCADIS Services shall be retained for a period of ten (10) years from the completion of Services. Thereafter, if FORA decides to retain said records, it must notify ARCADIS no later than thirty (30) days prior to the expiration of the retention period. Any additional expense of retaining documents or transfer of documents to FORA at the end of such ten (10) year period will be at FORA's expense. This provision shall not apply to drafts of plans, specifications, drawings or reports that shall be destroyed immediately upon being superseded in the project.

**7 PROPRIETARY RIGHTS OF ARCADIS**

7.1 FORA acknowledges that ARCADIS has developed proprietary systems, processes, apparatus, analytical tools and methods which ARCADIS uses in its business. Such systems, processes, apparatus, analytical tools and methods, including software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by ARCADIS, including those made as a result of work performed by ARCADIS for FORA hereunder ("Intellectual Property"), shall be and shall remain the property of ARCADIS. This Agreement does not confer any grant of a license to any such ARCADIS Intellectual Property, nor any right of use by FORA independently or by other FORA contractors.

## 8 INDEMNIFICATION

8.1 ARCADIS shall indemnify, defend and hold harmless FORA, its directors, officers, employees, shareholders and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs) which FORA and its directors, officers, employees and agents hereafter may suffer as the result of any claim, demand, action or right of action (whether at law or in equity) brought or asserted by any third party because of any personal injury (including death) or property damage to the extent caused as a result of negligent acts, errors, omissions, or willful misconduct on the part of ARCADIS. ARCADIS shall not be liable to the extent that any liability, loss, damage, costs, and expense results from an act or omission, negligence or willful misconduct by FORA or its directors, officers, employees or agents, or by any other person or entity not acting on ARCADIS' behalf or under ARCADIS' right of direction or control.

8.2 The Parties shall at all times remain entirely responsible for the results and consequences of their own negligence and agree to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, costs and expenses, including attorneys' fees, which may arise or result from such Party's negligence.

## 9 LIMITATION OF LIABILITY FOR THE ENVIRONMENTAL INDUSTRY

9.1 The Parties recognize the risks associated with the Services, that ARCADIS has not and cannot reasonably calculate the cost of unlimited liability in its cost proposal, and in consideration of the mutual benefits received by both parties, have agreed to the limitations noted herein. Therefore, to the fullest extent permitted by law, the total liability in aggregate of ARCADIS and its directors, officers, employees, agents, associates or subcontractors, and any of them, to FORA or anyone claiming by, under or through FORA, for any and all injuries, claims, losses, expenses, including attorneys' fees, expert fees, or court costs and damages whatsoever arising out of or in any way related to ARCADIS Services under this Agreement, from any cause or causes whatsoever, including but not limited to, negligent acts or omissions, professional negligence, breach of contract, strict liability, errors or omissions of ARCADIS, or the employees, directors, officers, agents, associates of subcontractors of ARCADIS, or any of them, will be limited to the total amount of fees paid to ARCADIS under this Agreement. In no event, however, shall any such liability exceed the amount of applicable insurance that ARCADIS has agreed to procure and maintain under this Agreement.

9.2 The Parties agree to waive all incidental, indirect, or consequential damages, lost revenue or profits from claims, disputes or other matters in question arising out of or relating to this Agreement, whether such claims arise from negligence, breach of contract, or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.

## 10 INSURANCE

10.1 ARCADIS shall maintain for the term of this Agreement insurance policies covering:

- Worker's Compensation and Employer's Liability insurance, statutory limits.
- Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.

- Professional errors and omissions insurance with a per claim limit of not less than \$3,000,000

**11. CONFIDENTIALITY**

11.1 In order to protect FORA's confidential and proprietary commercial and financial information, any documents records, data or communications provided by FORA or produced by ARCADIS for FORA shall be treated as confidential. Such information shall not be disclosed to any third party, unless necessary to perform the Services. Information will not be considered confidential, if: (i) the information is required to be disclosed as a part of the Services, hereunder; (ii) information is in the public domain through no action of ARCADIS in breach of the Agreement; (iii) information is independently developed by ARCADIS; (iv) the information is acquired by ARCADIS from a third party not in breach of any known confidentiality agreements; or (v) disclosure is required by law, court order or subpoena. In the event ARCADIS believes that it is required by law to reveal or disclose any information, prior to disclosure or production ARCADIS shall first notify FORA in writing.

**12. NOTICES**

12.1 All notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; or (iii) sent by personal delivery. Addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

**13. MEDIATION**

13.1 If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation before having recourse to a

judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

**14. CONSTRUCTION COST ESTIMATES**

14.1 FORA shall advise ARCADIS in writing before design commencement of any budgetary limitations for the overall cost of construction. ARCADIS will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to FORA an opinion of probable construction cost. Opinions of probable construction cost will represent ARCADIS' reasonable judgment as a design professional familiar with the construction industry, but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. FORA acknowledges that neither ARCADIS nor FORA has control over the cost of labor, materials or methods by which contractors determine prices for construction.

**15. PLAN INFORMATION**

15.1 If the scope of services provide for the preparation of plans or drawings by ARCADIS, ARCADIS makes no representations that all existing utilities are shown or that any utilities shown thereon are accurately depicted.

**16. GENERAL PROVISIONS**

16.1 **Entire Agreement** - This Agreement constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by FORA and ARCADIS.

16.2 **No Third Party Beneficiaries** - The enforcement of the terms and conditions of this Agreement and all rights of action

relating to such enforcement, shall be strictly reserved to FORA and ARCADIS, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of FORA and ARCADIS that sub consultants and any other person other than FORA or ARCADIS receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

- 16.3 **Force Majeure** – Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, strikes, lockouts, or other industrial disturbances, acts or omissions of subcontractors, compliance with any regulations, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics.
- 16.4 **Severability and Waiver** – If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other party the same or any other such term or provision.
- 16.5 **Governing Law** – The laws of the State in which the Services are provided shall govern this Agreement and the legal relations of the Parties.
- 16.6 **Compliance with Law** – ARCADIS and FORA will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement. FORA shall cooperate with ARCADIS in obtaining any permits or

licenses required for the performance of the Services.

- 16.7 **Delegation and Assignment** – A Party may at any time delegate and assign, orally or in writing, this Agreement, or any portion thereof, with the prior written consent of the other Party. No such delegation shall operate to relieve the Party of its responsibilities hereunder.
- 16.8 **Headings** – Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.
- 16.9 **Representations, Warranties and Limitations** – ARCADIS represents that it is knowledgeable and experienced in providing professional consulting services comparable to services provided by firms of the same or similar national reputation. ARCADIS represents to FORA that the Services shall be performed in a manner consistent with the generally accepted standard of care as of the time when, and in the locale where, the services are performed, and pursuant to the scope of services. **ARCADIS MAKES NO WARRANTIES OF ANY OTHER KIND, WHETHER EXPRESSED OR IMPLIED.**

#### 17. ACCESS TO PREMISES

During the term of this Agreement, FORA shall grant to or cause to be made available to ARCADIS reasonable and necessary nonexclusive access to the Site and other Sites, as necessary, for purpose of allowing ARCADIS to perform the Services and fulfill its obligations under this Agreement. ARCADIS shall comply with generally accepted safety procedures and all other safety procedures that have been communicated to ARCADIS or its Personnel by FORA. If the Site is sold or otherwise conveyed to a third party, FORA shall immediately notify ARCADIS if FORA is unable to obtain necessary access within a timely manner. Should ARCADIS be obstructed or delayed in the

commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the Site, and then ARCADIS will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

**18. SITE CONDITIONS**

18.1 ARCADIS shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by ARCADIS in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

18.2 FORA shall provide to ARCADIS all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, ARCADIS shall obtain the concurrence of FORA as to the location for such drilling or excavation.

18.3 Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ

materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions



**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS  
ASBESTOS CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS**

**ENVIRONMENTAL AND HAZARDOUS  
MATERIAL RELATED WORK**

In the event the services provided hereunder by ARCADIS call for the disposal of wastes (hazardous, non-hazardous or solid under applicable laws and regulations), the work shall be performed in conformity with all applicable laws and regulations. FORA shall execute all manifests for the transportation, storage and disposal of any wastes removed from the Site or Property. If directed by FORA, ARCADIS may sign such manifests solely on behalf of and for FORA, and ARCADIS assumes no liability therefore and FORA releases and waives any claim against ARCADIS and shall indemnify ARCADIS from any claims or liability arising from or related thereto, in accordance with paragraph 1.4 below. FORA shall provide to ARCADIS all plan, maps, drawing and other documents identifying the location of any hazardous materials on or suspected on the Site.

At no time will ARCADIS take title to any solid and/or hazardous wastes located on or removed from the Site or Property. ARCADIS shall provide to FORA with at least two independent bids for transportation and disposal sites and any such wastes shall be transported and disposed of as directed by FORA and in conformity with all applicable laws and regulations.

Nothing in this Agreement shall be construed or interpreted as requiring ARCADIS to assume the status of, and FORA acknowledges that ARCADIS does not act in the capacity nor assume responsibilities of others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Comprehensive

Environmental Responses, Compensation and Liability Act (CERCLA), or any other similar federal, state or local law, regulation or ordinance. FORA acknowledges further that ARCADIS has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any site that may be the subject matter of this Agreement. ARCADIS, after commencement of Services, to the extent of its actual knowledge shall notify FORA upon discovery of any hazardous or toxic hazardous substance or conditions which may require handling, treatment, removal or disposal, or which pose or may pose a danger or risk to the work.

FORA shall defend and indemnify ARCADIS from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages on account of ARCADIS's having contracted with FORA in connection with investigation, cleanup, handling, removal, treatment, storage, transportation or disposal of any regulated substances or hazardous or toxic wastes at any Site or Sites, or arising from or related to any existing contamination or conditions of the Site or property; or that result from ARCADIS having arranged for the disposal or transportation of hazardous or non-hazardous wastes that were located on, removed from, or generated by FORA from the Site. FORA shall not be liable to the extent that any such liability, loss, damage, cost, or expense results from an act of negligence or willful misconduct by ARCADIS or its subcontractors.

**8. SITE CONDITIONS**

ARCADIS shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause (i)) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by ARCADIS in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

FORA shall provide to ARCADIS all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, ARCADIS shall obtain the concurrence of FORA as to the location for such drilling or excavation.

Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20)

days after the first observance of the conditions.

**REIMBURSEMENT AGREEMENT TRACKING SHEET**

Last update:  
11-16-16

| Reimbursement Agreement Number | Organization                                     | Description of Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Reimbursement Agreement Signed | Work Commenced | Work Completed | Work Billed                          | Contract Amount | Amount Billed | Amount remaining |
|--------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------|----------------|--------------------------------------|-----------------|---------------|------------------|
| RA-030111                      | Monterey Peninsula Water Management District     | MPWMD Santa Margarita Well Site (ASR):To provided MPWMD with documentation and UXO Construction Support for their MPWMD is under a court order to mitigate over pumping of the Seaside Aquifer by October 2011. This project has to sets of needs- immediate and long term. The immediate need is to connect the recently constructed injection wells to the existing injection well infrastructure located within the ESCA property. The long term need for this project is to expand the site on to more ESCA property. | 3/1/2011                       | Yes            | In progress    | Invoices # 12-48,13-22               | 24,000.00       | 18,152.68     | 5,847.32         |
| RA-040511                      | Monterey Horse Park                              | Monterey Horse Park: To provide UXO escort support for the Horse Park' biological surveys as they prepare documentation to present to the County Board of Supervisors outlining the Horse Park proposal in Parker Flats.                                                                                                                                                                                                                                                                                                  | 4/5/2011                       | Yes            | In progress    | Invoices # 12-52, 13-21              | 24,000.00       | 3,665.74      | 20,334.26        |
| RA-042011                      | Monterey Peninsula College                       | MPC Police Officer Training Facilities: To provide UXO escort support for the MPC's biological surveys as they prepare documentation for their proposed Police Officer Training facilities in Parker Flats, at the MOUT site and in the Interim Action Ranges                                                                                                                                                                                                                                                             | 4/20/2011                      | Yes            | In progress    | Invoice #12-51                       | 12,000.00       | 2,474.38      | 9,525.62         |
| RA-041812                      | Monterey Regional Water Pollution Control Agency | MRWPCA Monitoring Well and Project Surveys: The Monterey Regional Water Pollution Control Agency project is located on portions of the Seaside ESCA properties south of Eucalyptus Road and East of GJMB. The project consists of biological surveys, a cultural survey and the installation of a test monitoring well approximately 400 feet deep. Note: Agreement amended per MRWPCA request 7/8/16 by adding \$24,000.                                                                                                 | 4/20/2012                      | Yes            | In progress    | Invoices # 13-23,13-53, 14-22, 14-34 | 48,999.00       | 23,479.27     | 25,519.73        |
| RA-060612                      | City of Seaside                                  | City of Seaside: Is in the process of collecting biological surveys of the ESCA properties. They will receive. UXO escorts are required to accompany the City staff and biologists while on site.                                                                                                                                                                                                                                                                                                                         | 7/25/2012                      | No             |                |                                      | 24,999.00       |               | 24,999.00        |
| RA-031814                      | MPWMD                                            | ASR well site expansion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 4/9/2014                       | No             |                |                                      | 24,000.00       |               | 24,000.00        |
| RA-072314                      | CalAM                                            | CalAM terminal reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 7/31/2014                      | Yes            | In progress    | Inv #16-62                           | 24,000.00       | 4,690.17      | 19,309.83        |
| RA-090215                      | PG&E                                             | Soils boring UXO support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 9/24/2015                      | Yes            | In progress    | Inv #16-63                           | 10,000.00       | 2,029.53      | 7,970.47         |
| RA-041216                      | CSUMB                                            | CSUMB 8th Avenue Round - About Construction project support                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 4/13/2016                      | Yes            | In progress    | Inv#16-109-110                       | 140,000.00      | 30,648.05     | 109,351.95       |
|                                |                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                |                |                |                                      | 331,998.00      | 85,139.82     | 246,858.18       |

**EXHIBIT E**  
**WORK AUTHORIZATION**  
**NO. AUS-FORA-2016-MRWPCA-102716**

This Work Authorization is under the Master Services Agreement entered into by and between Arcadis and Fort Ord Reuse Authority (“FORA”). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated October 27, 2016 (the “Services Agreement”). The Services Agreement is hereby amended and supplemented as follows:

**Technical and Site Services as requested by FORA in support of the Monterey Regional Water Pollution Control Agency (MRWPCA) project as defined in FORA’s agreement with MRWPCA for Professional Services – RA-041812 executed between FORA and MRWPCA April 12, 2012 and extended May 26, 2016.**

**1. SITE SPECIFIC SCOPE OF SERVICES**

**Task MRWPCA-102716 - A. Technical and Site Services**

Provision of construction support services as requested by FORA in support of the MRWPCA project (the Pure Water Project, Phases I and II) proposed on the Environmental Services Contract Agreement (ESCA) Remediation Project footprint. MRWPCA has identified the project site as being southeast of the intersection of the new General Jim Moore Boulevard and Eucalyptus Road. The project site lies in the ESCA Remediation Program footprint of the Seaside Munitions Response Area, which has not received regulatory site closure. As such, Arcadis and its subcontractors will provide the following services:

- A.1 Project set-up, coordination, and management.
- A.2 Meeting preparation, attendance and follow-up as requested by FORA.
- A.3 Unexploded Ordnance (UXO) Construction Support Plan (CSP) and supporting soil management plan (SMP) to be prepared and reviewed by FORA, Army, EPA and DTSC.
- A.4 UXO personnel to conduct a site visit to verify there are no issues or concerns with the CSP.
- A.5 Two Munitions and Explosives of Concern (MEC) Recognition and Safety Training sessions in accordance with the Administrative Order on Consent to be provided to all construction workers conducting ground-disturbing or intrusive activities, and maintaining a log of trained personnel (for planning purposes, three weeks advanced notice of MEC Recognition and Safety Training is requested).
- A.6 Anomaly avoidance techniques to be provided by UXO-qualified personnel, where necessary (e.g., soil boring locations).
- A.7 UXO Construction Support levels to be provided (including mobilization and demobilization):
  - a. Phase I On-Call/On-Location Construction Support – 7 days on the ESCA property.
  - b. Phase II On-Call/On-Location Construction Support – 68 days on the ESCA property.
- A.8 Inspections during and/or following drilling efforts to confirm boring locations were not moved and soil spoils were appropriately placed in non-residential development area.

**EXHIBIT E  
WORK AUTHORIZATION  
NO. AUS-FORA-2016-MRWPCA-102716**

- A.9 Daily reporting summaries for on-property activities to be prepared and submitted to FORA.
- A.10 MEC Find Notification Report Form(s) to be prepared, as necessary, and submitted in accordance with the CSP.
- A.11 Construction Support After Action Reporting Form to be prepared and submitted in accordance with the CSP.

Arcadis and its subcontractors will conduct the services outlined above (A.1 through A.11) on a time and materials and daily rate basis not to exceed \$299,250 (Phase 1 = \$65,000; Phase II = \$234,250).

| FORA                             | ARCADIS                            |
|----------------------------------|------------------------------------|
| By:                              | By:                                |
| Stan Cook                        | Christopher Spill, P.G.            |
| Title: FORA ESCA Program Manager | Title: Certified Project Manager 2 |
| Date:                            | Date:                              |

**Agreement for Professional Services**

**PHASE 1**  
**Monterey Regional Water Pollution Control Agency**  
**Pure Water Monterey Groundwater Replenishment Construction Project**

This Agreement for Professional Services hereinafter ("Agreement") is by and between **Monterey Regional Water Pollution Control Agency** hereinafter ("MRWPCA") and the **Fort Ord Reuse Authority**, a political subdivision of the State of California hereinafter ("FORA"), together hereinafter ("Parties").

The parties agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, FORA shall provide MRWPCA with services associated with Pure Water Monterey Groundwater Replenishment Construction Project Phase 1 as described in **ATTACHMENT "A."** Such services will be at the direction of FORA and/or its designees.
2. **TERM.** FORA shall commence work under this Agreement effective on xx xx, 2016 and will diligently perform the work under this Agreement until xx xx, 2018 or until the maximum amount of authorized compensation is reached. The term of the Agreement may be extended upon the mutual, written agreement of the Parties.
3. **COMPENSATION AND OUT-OF-POCKET EXPENSES.** The maximum amount of compensation to FORA over the term of this Agreement is not-to-exceed **\$79,789 (Seventy-Nine Thousand Seven Hundred Eighty-Nine Dollars)**, including out-of-pocket expenses, without the mutual, written agreement of the parties to this Agreement. MRWPCA shall pay FORA for services rendered pursuant to this Agreement at the times and in the manner set forth in **ATTACHMENT "A."**  
  
MRWPCA will reimburse FORA for all costs associated with the preparation, review and approval of all required MRWPCA closure documents. FORA will coordinate the required services and billing as set forth in **ATTACHMENT "A."**
4. **FACILITIES AND EQUIPMENT.** MRWPCA facilities and service requirements are limited to the areas shown on the site map reflected in **ATTACHMENT "C."**
5. **GENERAL PROVISIONS.** The General Provisions set forth in **ATTACHMENT "B"** are hereby incorporated by reference into this Agreement. In the event of any inconsistency between the General Provisions and any other terms or conditions of this Agreement, the other terms or conditions shall control only insofar as they are inconsistent with the General Provisions.

MRWPCA/FORA Agreement for Professional Services  
**PHASE 1** – Pure Water Monterey Groundwater Replenishment Construction Project  
Agreement No. RA-xxxx16

6. ATTACHMENTS. The attachments referenced below and attached hereto are hereby incorporated by reference into this Agreement.

- **ATTACHMENT A** – Scope of Services
- **ATTACHMENT B** – General Provisions
- **ATTACHMENT C** – Site Map (Soils Management Plan)

IN WITNESS, WHEREOF, FORA and MRWPCA hereby execute this Agreement as follows:

|                 |       |                           |       |
|-----------------|-------|---------------------------|-------|
| By _____        | _____ | By _____                  | _____ |
| Bill Kocher     | Date  | Michael A. Houlemard, Jr. | Date  |
| Program Manager |       | Executive Officer         |       |

Reviewed by FORA Counsel: \_\_\_\_\_  
Jon Giffen

**SCOPE OF SERVICES**

The Scope of Services enables the **Fort Ord Reuse Authority** (“FORA”) to provide the **Monterey Regional Water Pollution Control Agency** (“MRWPCA”) with the services of the FORA Senior Program Manager, FORA Special Counsel, its engineering/munitions remediation contractors Arcadis and Weston Solutions, as well as other contractors as required and at FORA’s discretion, to assist MRWPCA to:

- Participate in MRWPCA, U.S. Environmental Protection Agency (“EPA”), California Department of Toxic Substances Control (“DTSC”), U.S. Army (“Army”), and other agency meetings as required.
- Provide a Right of Entry for the MRWPCA Pure Water Monterey Groundwater Replenishment Construction Project on FORA-owned property currently undergoing Munitions and Explosives of Concern (“MEC”) remediation.
- Review, prepare and process appropriate closure documents required by the EPA, DTSC, Army, and other agencies, to enable construction of the MRWPCA Pure Water Monterey Groundwater Replenishment Construction Project.
- Review, prepare, and process the following documents:
  - UXO Construction Support Plan (“CSP”);
  - Soils Management Plan;
  - Technical Memorandum; and
  - Unexploded Ordnance (“UXO”) response and after-action documentation as required during construction.
- Provide UXO Construction Support oversight to MRWPCA contractors during construction activities that require ground disturbing activities, including but not limited to underground excavations, grading soils, borings, cuts and fill as part of the site expansion work.
- Provide Pure Water Monterey Groundwater Replenishment Construction Project Phase 1 UXO Construction Support (through Arcadis) for:
  - Project set-up, coordination, and management.
  - Meeting preparation, attendance and follow-up as requested by FORA.
  - UXO CSP and supporting soil management plan (“SMP”) to be prepared and reviewed by FORA, Army, EPA and DTSC.
  - UXO personnel to conduct a site visit to verify there are no issues or concerns with the CSP.



- Two (2) MEC Recognition and Safety Training sessions in accordance with the Administrative Order on Consent to be provided to all construction workers conducting ground disturbing or intrusive activities, and maintaining a log of trained personnel (for planning purposes, three weeks advanced notice of MEC Recognition and Safety Training is requested).
- Anomaly avoidance techniques to be provided by UXO-qualified personnel, where necessary (e.g., soil boring locations).
- UXO Construction Support levels to be provided (including mobilization and demobilization):
  - Phase 1 On-Call/On-Location Construction Support – Seven (7) days on the ESCA property.
- Inspections during and/or following drilling efforts to confirm boring locations were not moved and soil spoils were appropriately placed in non-residential development area.
- Daily reporting summaries for on-property activities to be prepared and submitted to FORA.
- MEC Find Notification Report Form(s) to be prepared, as necessary, and submitted in accordance with the CSP.
- Construction Support After Action Reporting Form to be prepared and submitted in accordance with the CSP.

**FORA will provide FORA staff services at the following rates:**

- A. FORA Senior Program Manager at the rate of \$91.00 per hour.
- B. FORA Special Counsel at the rate of \$355.00 per hour.
- C. FORA Legal Consultant at the rate of \$300.00 per hour.

**FORA shall arrange for and provide the services of the following contractors or governmental agencies at FORA's cost plus 5% to cover FORA accounting and administrative costs:**

- A. Arcadis;
- B. Weston Solutions;
- C. EPA;
- D. California DTSC; and/or
- E. Other contracting or agency services if needed.

FORA billings for its staff, contractors and the estimated services of the EPA and DTSC shall be submitted quarterly, for any work performed in the previous quarter, and shall be paid in full by MRWPCA within thirty (30) days of receipt of the billing statement.

**GENERAL PROVISIONS**

---

1. INDEPENDENT Contractor. At all times during the term of this Agreement, FORA shall be an independent contractor and shall not be an employee of MRWPCA. MRWPCA rights are limited to those specified in this Agreement.
2. TIME. FORA shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of FORA's obligations pursuant to this Agreement. FORA shall adhere to the Schedule of Activities shown in **ATTACHMENT "A."**
3. FORA NOT AN AGENT. Except as MRWPCA may specify in writing, FORA shall have no authority, express or implied, to act as an agent in any capacity whatsoever on behalf of MRWPCA. Other than as specifically set forth in this Agreement, FORA shall have no authority, express or implied, to bind MRWPCA to any obligation whatsoever.
4. CANCELLATION OF AGREEMENT. This agreement may be terminated by either party upon ten (10) days written notice to the other party. FORA shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work. FORA shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work.
5. INDEMNITY AND HOLD HARMLESS. FORA and MRWPCA are to indemnify, defend, and hold harmless each other, their officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by each other or any person directly or indirectly employed by or acting as agent for each other in the performance of this Agreement, including the concurrent or successive passive negligence of each other, their officers, agents, employees or volunteers.  

The parties understand that the duty of FORA and MRWPCA to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve FORA and MRWPCA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.
6. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of MRWPCA if this provision is violated.

MRWPCA/FORA Agreement for Professional Services  
**PHASE 1** – Pure Water Monterey Groundwater Replenishment Construction Project  
Agreement No. RA-xxxx16

**ATTACHMENT C**  
**MRWPCA Pure Water Monterey Groundwater Replenishment Construction Project Map**

See: Project Map  
Monterey Regional Water Pollution Control Agency (MRWPCA)  
Pure Water Monterey Groundwater Replenishment Construction Project

November 3, 2016

Michael A. Houlemard, Jr.  
Executive Officer  
Fort Ord Reuse Authority  
920 2nd Ave. Suite A  
Marina, CA 93933

**Subject:** Access for Monterey Regional Water Pollution Control Agency (MRWPCA) to the GWR Project Site (Pure Water Monterey Site) in the City of Seaside

Dear Mr. Houlemard:

The staff of the City of Seaside and Monterey Regional Water Pollution Control Agency (MRWPCA) are in the process of determining the terms for allowing MRWPCA to develop a portion of the property that the City anticipates receiving from FORA. The proposed project site is located east of General Jim Moore Boulevard south of Eucalyptus Road and north of San Pablo Road. The legal descriptions and plats for said project site are attached hereto as Exhibit A (“the Project Site”).

Per the FORA/Seaside Implementation Agreement, the City and FORA must determine the value and terms for the conveyance of this property to the City. While the work on the FORA/Seaside Implementation Agreement Property Transfer/Transaction Worksheet is in process, the City has no objections to FORA proceeding with all necessary work; e.g. Unexploded Ordnance (UXO) support, contracting with ARCADIS for a UXO Support Work Plan, entering into a reimbursement agreement with the MRWPCA, and the issuance of a Right of Entry to MRWPCA for work on the Project Site. The City of Seaside consents to allowing this work to proceed because, for funding reasons, the MRWPCA have been advised that the work must begin before the end of calendar year 2016.

The City of Seaside acknowledges that the FORA property described above will be transferred to the City per the 2001 FORA/Seaside Implementation Agreement and in accordance with the FORA Master Resolution. The City of Seaside has no objection to the MRWPCA proceeding with site improvements within the Project Site and the continued operation and maintenance of these improvements in support of the Aquifer Storage and Recovery Project. Therefore, the City of Seaside is requesting that FORA provide MRWPCA with a Right of Entry to the Project Site.

The City of Seaside shall be compensated for the transfer of land based upon a real property appraisal performed in accordance with Section 5e of the May 31, 2001 FORA-Seaside Implementation Agreement. In determining the property’s fair market value, the appraisal shall:

Michael A. Houlemard, Jr.

November 3, 2016

Page 2

- a. assume that the highest and best use is (A) that use designated in the Base Reuse Plan, if the Jurisdiction authorizes development at such highest and best use, or (B) a less intensive use, consistent with the Base Reuse Plan, designated by the Jurisdiction under Chapter 8 of the Fort Ord Master Resolution, if applicable, and if Jurisdiction restricts development to such less intensive use, or (C) any less intensive land use, consistent with the Base Reuse Plan, required by the Jurisdiction in the applicable proposed transfer agreement; and
- b. consider the effect of any development obligations and use restrictions in the proposed transfer agreement; and
- c. consider the effect of customary local development fees and exactions, the FORA fees and exactions described in Section 6 of the FORA-Seaside Implementation Agreement and any special taxes or assessments that may be levied in accordance with Section 7 of the FORA-Seaside Implementation Agreement.”

The approval in this letter of MRWPCA’s use will not apply after the land has transferred to the City, notwithstanding any improvements or expenditures made by MRWPCA. The City shall have the right to negotiate a lease for the use of the land by MRWPCA , in accordance with the FORA-Seaside Implementation Agreement, at any time prior to the land transfer to the City.

Sincerely,

City of Seaside



Ralph Rubio

Mayor

copy: Stan Cook, FORA

Jonathon Brinkmann, FORA

David Stoldt, MRWPCA

Maureen Hamilton, MRWPCA

Craig Malin, City Manager

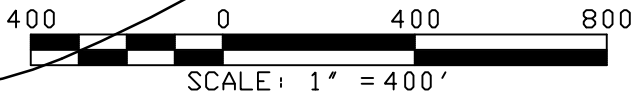
Daphne Hodgson, Deputy City Manager – Administrative Services

Lesley Milton, City Clerk

Rick Riedl, City Engineer

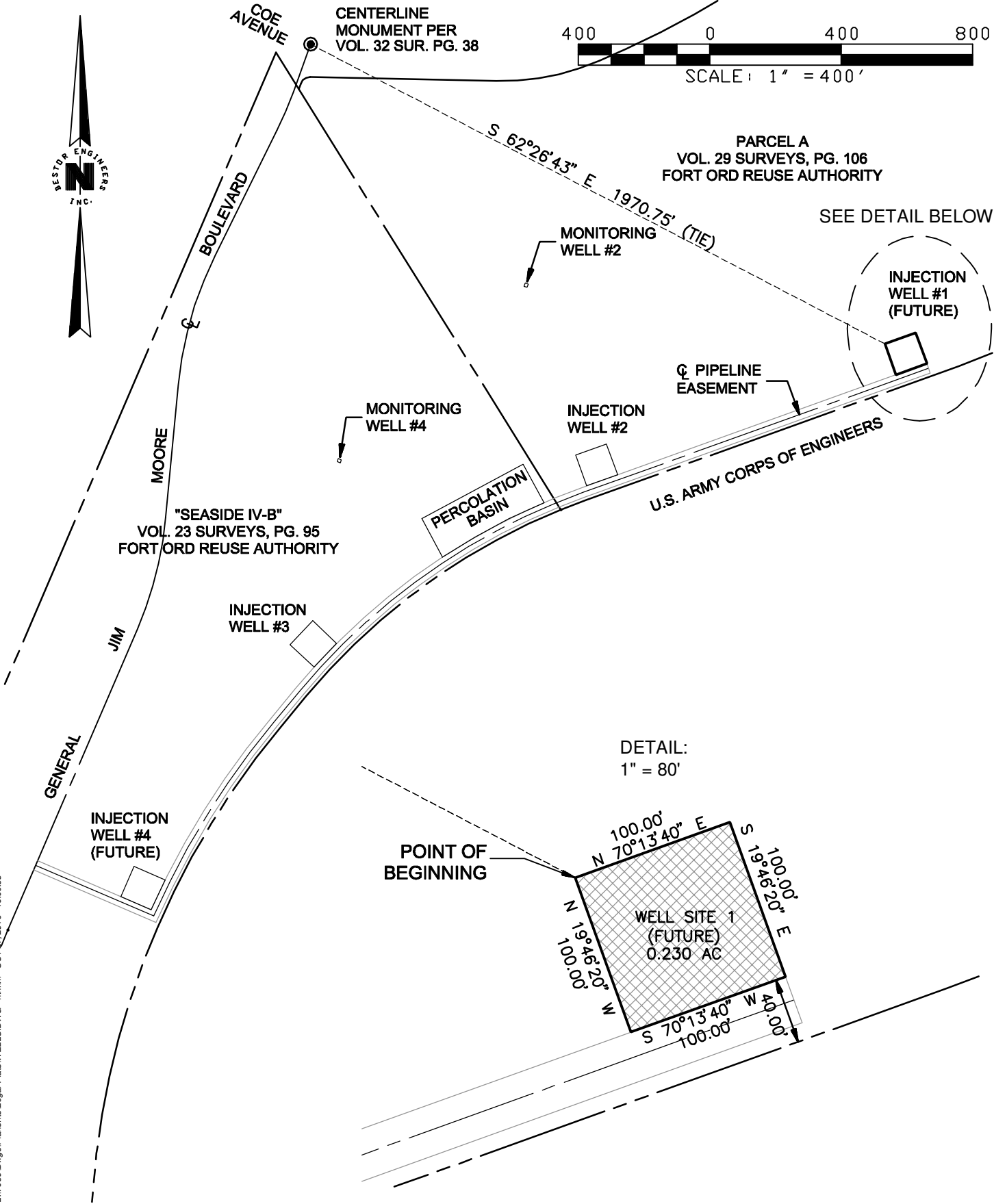


COE AVENUE  
 CENTERLINE MONUMENT PER VOL. 32 SUR. PG. 38



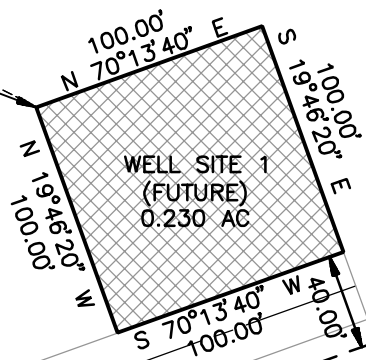
PARCEL A  
 VOL. 29 SURVEYS, PG. 106  
 FORT ORD REUSE AUTHORITY

SEE DETAIL BELOW



DETAIL:  
 1" = 80'

POINT OF BEGINNING



L:\7059\Drawings\Plans\Legal\Plans\WELLS.DWG - hnk-m - OCT 27, 2016 - 19:00:58

**BESTOR ENGINEERS, INC.**  
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
 9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940  
 831.373.2941 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: KENNEDY JENKS / SCHAAF & WHEELER  
**PLAT TO ACCOMPANY DESCRIPTION  
 OF LAND FOR INJECTION WELL SITE #1**

COUNTY OF MONTEREY,

CALIFORNIA

|        |           |
|--------|-----------|
| SCALE: | 1" = 400' |
| DATE:  | 10/27/16  |
| SHEET: | 1 OF 1    |
| WO:    | 7059.00   |

**Agreement for Professional Services**

**PHASE 2**  
**Monterey Regional Water Pollution Control Agency**  
**Pure Water Monterey Groundwater Replenishment Construction Project**

This Agreement for Professional Services hereinafter (“Agreement”) is by and between **Monterey Regional Water Pollution Control Agency** hereinafter (“MRWPCA”) and the **Fort Ord Reuse Authority**, a political subdivision of the State of California hereinafter (“FORA”), together hereinafter (“Parties”).

The parties agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, FORA shall provide MRWPCA with services associated with Pure Water Monterey Groundwater Replenishment Construction Project Phase 1 as described in **ATTACHMENT “A.”** Such services will be at the direction of FORA and/or its designees.

2. **TERM.** FORA shall commence work under this Agreement effective on xx xx, 2016 and will diligently perform the work under this Agreement until xx xx, 2018 or until the maximum amount of authorized compensation is reached. The term of the Agreement may be extended upon the mutual, written agreement of the Parties.

3. **COMPENSATION AND OUT-OF-POCKET EXPENSES.** The maximum amount of compensation to FORA over the term of this Agreement is not-to-exceed **\$272,791 (Two Hundred Seventy-Two Thousand Seven Hundred Ninety-One Dollars)**, including out-of-pocket expenses, without the mutual, written agreement of the parties to this Agreement. MRWPCA shall pay FORA for services rendered pursuant to this Agreement at the times and in the manner set forth in **ATTACHMENT “A.”**

MRWPCA will reimburse FORA for all costs associated with the preparation, review and approval of all required MRWPCA closure documents. FORA will coordinate the required services and billing as set forth in **ATTACHMENT “A.”**

4. **FACILITIES AND EQUIPMENT.** MRWPCA facilities and service requirements are limited to the areas shown on the site map reflected in **ATTACHMENT “C.”**

5. **GENERAL PROVISIONS.** The General Provisions set forth in **ATTACHMENT “B”** are hereby incorporated by reference into this Agreement. In the event of any inconsistency between the General Provisions and any other terms or conditions of this Agreement, the other terms or conditions shall control only insofar as they are inconsistent with the General Provisions.

MRWPCA/FORA Agreement for Professional Services  
**PHASE 2** – Pure Water Monterey Groundwater Replenishment Construction Project  
 Agreement No. RA-xxxx16

6. ATTACHMENTS. The attachments referenced below and attached hereto are hereby incorporated by reference into this Agreement.

- **ATTACHMENT A** – Scope of Services
- **ATTACHMENT B** – General Provisions
- **ATTACHMENT C** – Site Map (Soils Management Plan)

IN WITNESS, WHEREOF, FORA and MRWPCA hereby execute this Agreement as follows:

|                 |       |                           |       |
|-----------------|-------|---------------------------|-------|
| By _____        | _____ | By _____                  | _____ |
| Bill Kocher     | Date  | Michael A. Houlemard, Jr. | Date  |
| Program Manager |       | Executive Officer         |       |

Reviewed by FORA Counsel: \_\_\_\_\_  
 Jon Giffen



**SCOPE OF SERVICES**

The Scope of Services enables the **Fort Ord Reuse Authority** (“FORA”) to provide the **Monterey Regional Water Pollution Control Agency** (“MRWPCA”) with the services of the FORA Senior Program Manager, FORA Special Counsel, its engineering/munitions remediation contractors Arcadis and Weston Solutions, as well as other contractors as required and at FORA’s discretion, to assist MRWPCA to:

- Participate in MRWPCA, U.S. Environmental Protection Agency (“EPA”), California Department of Toxic Substances Control (“DTSC”), U.S. Army (“Army”), and other agency meetings as required.
- Provide a Right of Entry for the MRWPCA Pure Water Monterey Groundwater Replenishment Construction Project on FORA-owned property currently undergoing Munitions and Explosives of Concern (“MEC”) remediation.
- Review, prepare and process appropriate closure documents required by the EPA, DTSC, Army, and other agencies, to enable construction of the MRWPCA Pure Water Monterey Groundwater Replenishment Construction Project.
- Implement Unexploded Ordnance (“UXO”) Construction Support for the following documents:
  - UXO Construction Support Plan (“CSP”);
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  - Technical Memorandum; and
  - Unexploded Ordnance (“UXO”) response and after-action documentation as required during construction.
- Provide UXO Construction Support oversight to MRWPCA contractors during construction activities that require ground disturbing activities, including but not limited to underground excavations, grading soils, borings, cuts and fill as part of the site expansion work.
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- Two (2) MEC Recognition and Safety Training sessions in accordance with the Administrative Order on Consent to be provided to all construction workers conducting ground disturbing or intrusive activities, and maintaining a log of trained personnel (for planning purposes, three weeks advanced notice of MEC Recognition and Safety Training is requested).
- Anomaly avoidance techniques to be provided by UXO-qualified personnel, where necessary (e.g., soil boring locations).
- UXO Construction Support levels to be provided (including mobilization and demobilization):
  - Phase 2 On-Call/On-Location Construction Support – Sixty-eight (68) days on the ESCA property.
- Inspections during and/or following drilling efforts to confirm boring locations were not moved and soil spoils were appropriately placed in non-residential development area.
- Daily reporting summaries for on-property activities to be prepared and submitted to FORA.
- MEC Find Notification Report Form(s) to be prepared, as necessary, and submitted in accordance with the CSP.
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**FORA will provide FORA staff services at the following rates:**

- A. FORA Senior Program Manager at the rate of \$91.00 per hour.
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- A. Arcadis;
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- C. EPA;
- D. California DTSC; and/or
- E. Other contracting or agency services if needed.

FORA billings for its staff, contractors and the estimated services of the EPA and DTSC shall be submitted quarterly, for any work performed in the previous quarter, and shall be paid in full by MRWPCA within thirty (30) days of receipt of the billing statement.

**GENERAL PROVISIONS**

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5. INDEMNITY AND HOLD HARMLESS. FORA and MRWPCA are to indemnify, defend, and hold harmless each other, their officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by each other or any person directly or indirectly employed by or acting as agent for each other in the performance of this Agreement, including the concurrent or successive passive negligence of each other, their officers, agents, employees or volunteers.  

The parties understand that the duty of FORA and MRWPCA to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve FORA and MRWPCA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.
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MRWPCA/FORA Agreement for Professional Services  
**PHASE 2** – Pure Water Monterey Groundwater Replenishment Construction Project  
Agreement No. RA-xxxx16

**ATTACHMENT C**  
**MRWPCA Pure Water Monterey Groundwater Replenishment Construction Project Map**

See: Project Map  
Monterey Regional Water Pollution Control Agency (MRWPCA)  
Pure Water Monterey Groundwater Replenishment Construction Project

**FORT ORD REUSE AUTHORITY BOARD REPORT**

**CONSENT AGENDA**

|                       |                                  |                           |
|-----------------------|----------------------------------|---------------------------|
| <b>Subject:</b>       | Habitat Conservation Plan Update |                           |
| <b>Meeting Date:</b>  | December 9, 2016                 | <b>INFORMATION/ACTION</b> |
| <b>Agenda Number:</b> | 5i                               |                           |

**RECOMMENDATION(S):**

Receive a Habitat Conservation Plan (HCP) and State of California 2081 Incidental Take Permit status report.


**BACKGROUND/DISCUSSION:**

Item 5g from the July 8, 2016 Board meeting included additional background and is available at: <http://www.fora.org/Board/2016/Packet/070816BrdPacket.pdf>

On July 29, 2016, FORA received a comment letter from U.S. Fish and Wildlife Service (USFWS) Ventura Office Field Supervisor Stephen P. Henry outlining nine general recommendations for changes to the Fort Ord HCP. USFWS representatives recognize the 20-year history of FORA working toward a basewide HCP and have affirmed their continued support for FORA's Public Review Draft HCP schedule. At its September 9, 2016 meeting, the FORA Board authorized contract amendments for HCP consultant Inner City Fund International (ICF) and Environmental Impact Statement/ Environmental Impact Report (EIS/EIR) consultant Denise Duffy & Associates (DDA) to address these nine USFWS recommendations/comments and prepare a public review draft HCP and its accompanying EIS/EIR.

Since this time, FORA staff and consultants met with USFWS and California Department of Fish and Wildlife (CDFW) representatives five times to address comments. As of this writing, FORA staff and consultants have received sufficient guidance to prepare the public review draft HCP and its EIS/EIR. Key revisions include: (1) no longer managing species that are not listed under the federal Endangered Species Act (ESA) or California Endangered Species Act (CESA), or, if listed, are not known to occur in former Fort Ord outside of the Fort Ord National Monument (Monument); (2) additional mitigation measures to benefit HCP species within the Monument; and (3) rewriting the HCP to only rely on Monument lands for mitigation when Permittee's additional mitigation measures provide a link for the reliance. USFWS and CDFW representatives have agreed to meet an HCP schedule allowing one review period prior to publishing the public review draft HCP and its accompanying EIS/EIR before June 30, 2017.

**FISCAL IMPACT:**

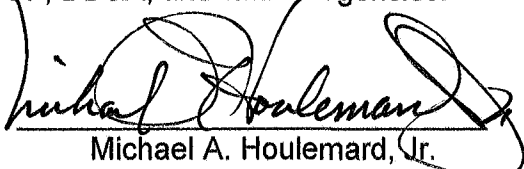
Reviewed by FORA Controller 

Staff time for this item is included in the approved annual budget.

**COORDINATION:**

Authority Counsel, Administrative Committee, Permittees, ICF, DD&A, and wildlife agencies.

Prepared by   
Jonathan Brinkmann

Approved by   
Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

|                       |                                                           |                           |
|-----------------------|-----------------------------------------------------------|---------------------------|
| <b>Subject:</b>       | Transition Task Force Recommendation 2 <sup>nd</sup> Vote |                           |
| <b>Meeting Date:</b>  | December 9, 2016                                          | <b>INFORMATION/ACTION</b> |
| <b>Agenda Number:</b> | 6a                                                        |                           |

### RECOMMENDATION:

Authorize the Executive Officer to 1) work with the State Legislative Offices to consider legislative extension of the Fort Ord Reuse Authority through 2030 and 2) sustain 2020 transition planning, risk/financial analysis and identify resource options.

### BACKGROUND/DISCUSSION:

At the November 4, 2016 meeting, the FORA Board majority voted to authorize the Executive Officer to work with the State Legislative Offices to consider legislative extension of the Fort Ord Reuse Authority through 2037 and to sustain the 2020 transition planning, risk/financial analysis and identify resource options. Because the vote was not unanimous, we are back for a second vote. Subsequent to the vote on the Transition Task Force Recommendation (Item 8d), a unanimous FORA Board, approved the 2017 Legislative Agenda (Item 8f) that authorized working with the Legislative Offices to seek a reasonable extension not to exceed 2037 and to seek funding for post-FORA requirements for the jurisdictions.

### FISCAL IMPACT:

Reviewed by FORA Controller 

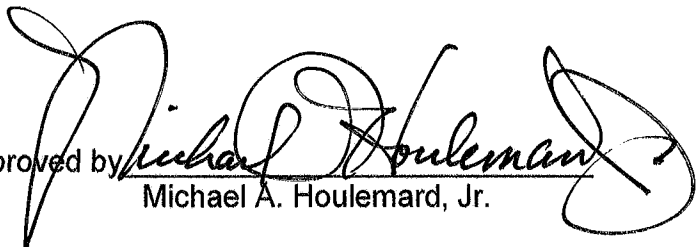
Staff time/legal costs not fully anticipated but to date are within the approved annual budget.

Earlier staff PowerPoint versions were presented to Finance Committee.

### COORDINATION:

TTF, Administrative Committee, Executive Committee, Legislative Committee, Finance Committee, Legislative offices

Prepared by   
Steve Endsley

Approved by   
Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

|                       |                                                                                |               |
|-----------------------|--------------------------------------------------------------------------------|---------------|
| <b>Subject:</b>       | Consistency Determination: City of Del Rey Oaks Monument RV Resort<br>2nd Vote |               |
| <b>Meeting Date:</b>  | December 9, 2016                                                               | <b>ACTION</b> |
| <b>Agenda Number:</b> | 6b                                                                             |               |

### RECOMMENDATION(S):

Second Vote: Approve Resolution 16-XX (**Attachment A**), certifying that the RV Resort is consistent with the Fort Ord Base Reuse Plan (BRP).

### BACKGROUND:

DRO submitted the RV Resort for consistency determination on Friday, October 21, 2016. The web link to the submission materials is as follows:

[http://fora.org/Admin/2016/Additional/DRO\\_CD\\_submittal\\_10-21-16.pdf](http://fora.org/Admin/2016/Additional/DRO_CD_submittal_10-21-16.pdf)

DRO's submission materials included: (1) Del Rey Oaks City Council Resolution No. 2016-07 certifying the Monument RV Resort Initiative Petition Signature Count; (2) Del Rey Oaks City Council Resolution No. 2016-08 adopting the Monument RV Resort Initiative Measure, amending the General Plan, authorizing adoption of Zoning Code changes, and approving the project contained within the Initiative Measure; (3) Del Rey Oaks Ordinance No. 284 (2016), an ordinance amending the Zoning Code Chapter 17.32, without alteration, and consistent with the adoption of the Monument RV Resort Initiative; (5) May 24, 2016 Del Rey Oaks City Council Agenda Staff Report for Items 7B, 7C and 7D; (6) FORA Consistency Determination Analysis Table for Legislative Land Use Decisions from Del Rey Oaks; and (7) BRP Consistency Matrix from Del Rey Oaks.

This item is included on the Board agenda because the RV Resort includes General Plan amendments and Zoning Code amendments, which are Legislative Land Use Decisions requiring Board certification. With its submittal, DRO requested a Legislative Land Use Decision review of the RV Resort in accordance with section 8.02.010 of the Fort Ord Reuse Authority (FORA) Master Resolution. Under state law, (as codified in FORA's Master Resolution) Legislative Land Use Decisions (plan level documents such as General Plans, Zoning Codes, General Plans, Redevelopment Plans, etc.) must be scheduled for FORA Board review for consideration of certification under strict timeframes.

DRO's RV Resort submission materials also authorize grading and building permits, which are Development Entitlements requiring the Executive Officer to make a consistency determination with the BRP, which can be appealed to the FORA Board. To streamline processing, the Board's resolution (**Attachment A**) combines both Legislative Land Use Decision and Development Entitlement consistency determination findings. The RV Resort project buildout consists of 210 RV sites and 13,595 square feet of buildings on 53.86 acres.

Staff notes that DRO adopted the Monument RV Resort Initiative Measure (Initiative Measure) at its May 24, 2016 City Council meeting. California Elections Code sections 9215 and 1405(b) allow jurisdictions to adopt General Plan and Zoning amendments through initiative measures. Initiative measures are exempt from the California Environmental Quality Act (CEQA). The Initiative Measure describes in detail how the RV Resort would be less dense and intense than

land uses contemplated in the 1997 DRO General Plan and its Environmental Impact Report (EIR) (previously certified as consistent with the BRP). The Initiative Measure also describes how the RV Resort implements DRO General Plan policies and FORA consistency criteria through compatible land use and design and is consistent with the BRP.

On October 26, 2016, the Administrative Committee reviewed this item and approved a motion recommending that the FORA Board certify DRO's RV Resort as consistent with the BRP.

On November 2, 2016, Councilmember Gail Morton provided a number of questions concerning this item. Staff completed responses and provided a handout with the questions and responses to Board members at the November 4th Board meeting (**Attachment B**). Also, on November 4, 2016, FORA received a letter from Keep Fort Ord Wild commenting on this item (**Attachment C**). Councilmember Morton asked FORA to explain its Responsible Agency duties under CEQA. Staff notes that FORA has two distinct duties: one is the matter of the consistency determination where the Board either certifies the RV Resort as consistent with the BRP or refuses to certify the RV Resort with a resolution making findings including suggested modifications which, if adopted, will allow the RV Resort to be certified. The other is the matter of FORA's Responsible Agency role. As a Responsible Agency, the FORA Board considers the lead agency's environmental documentation, but can only impose feasible mitigation measures or alternatives to plans affecting territory within its jurisdiction. In this case, FORA's role is to determine whether or not to certify consistency of the submitted plan. Government Code section 67675.3 limits FORA's actions with respect to determining consistency of the plan. FORA can either: 1) certify the plan, in whole or part, or 2) refuse to certify with written explanation and suggested modifications to allow the plan to be deemed certified as consistent upon confirmation of FORA's Executive Officer. FORA may not require additional environmental review, nor may it impose additional environmental mitigations or conditions to the submitted RV Resort plan.

**DISCUSSION:**

DRO staff will be available to provide additional information to the FORA Board on November 4, 2016. In all consistency determinations, we assert the following additional considerations.

**Rationale for consistency determinations.** FORA staff finds that DRO presented sufficient justification for making an affirmative consistency determination. Sometimes additional information is provided to bolster conclusions. In general, it is noted that the BRP is a framework for development, not a precise plan to be copied verbatim. However, the resource constrained BRP, section 3.11.5 FORA's Development and Resource Management Plan, sets thresholds that may not be exceeded without other actions, most notably 6,160 new residential housing units and a finite water allocation. More particularly, rationales for consistency analyzed are:

**LEGISLATIVE LAND USE DECISION CONSISTENCY FROM SECTIONS 8.02.010  
AND 8.02.020 OF THE FORA MASTER RESOLUTION**

(a) In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board shall disapprove any legislative land use decision for which there is substantial evidence support by the record, that:

(1) Provides a land use designation that allows more intense land uses than the uses permitted in the Reuse Plan for the affected territory;



The RV Resort would not establish a land use designation that is more intense than the uses permitted in the BRP since the RV Resort would provide for land uses less intense than those allowed by BRP.

(2) Provides for a development more dense than the density of uses permitted in the Reuse Plan for the affected territory;

Certification of the RV Resort would not permit an increase in density. The RV Resort would result in less dense land uses than permitted under the BRP.

(3) Is not in substantial conformance with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution;

The RV Resort is in substantial conformance with applicable programs.

(4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority;

The RV Resort is compatible with open space, recreational, and habitat management areas.

(5) Does not require or otherwise provide for the financing and/or installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the legislative land use decision;

DRO development within the former Fort Ord that is affected by the RV Resort will pay its fair share of the basewide costs through the FORA Community Facilities District (CFD) special tax and property taxes that will accrue to FORA, as well as land sales revenues.

(6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan;

The Fort Ord Habitat Management Plan (HMP) designates certain parcels for "Development," in order to allow economic recovery through development while promoting preservation, enhancement, and restoration of special status plant and animal species in designated habitats. The RV Resort only affects lands that are located within areas designated for "Development with no Restrictions" under the HMP. Lands designated as "Development" have no management restrictions placed upon them as a result of the HMP. The RV Resort would not conflict with implementation of the Fort Ord HMP.

### **Additional Considerations**

(7) Is not consistent with the Highway 1 Design Corridor Design Guidelines as such guidelines may be developed and approved by the Authority Board; and

The RV Resort is outside of the 1,000-foot Highway 1 Design Corridor Design Guidelines. Therefore, it is not subject to the Highway 1 Design Corridor Design Guidelines.

(8) Is not consistent with the jobs/housing balance requirements developed and approved by the Authority Board as provided in Section 8.02.020(t) of this Master Resolution.

The RV Resort would create additional visitor serving amenities on former Fort Ord land and employment opportunities. Job creation is an important BRP objective. The RV Resort is consistent with the jobs/housing balance approved by the FORA Board.

(9) Is not consistent with FORA's prevailing wage policy, section 3.03.090 of the FORA Master Resolution.

The RV Resort does not modify prevailing wage requirements for future development entitlements within DRO's former Fort Ord jurisdiction. DRO states in their submittal materials that DRO and the developer will comply with FORA's prevailing wage policy.

**FISCAL IMPACT:**

Reviewed by FORA Controller 

This action is regulatory in nature and should have no direct fiscal, administrative, or operational impact. The development subject to the RV Resort is covered by the FORA CFD special tax to ensure a fair share payment of appropriate future special taxes to mitigate for impacts delineated in the 1997 BRP and accompanying EIR. DRO has agreed to provisions for payment of all required fees for future developments in the former Fort Ord under its jurisdiction.

Staff time for this item is included in the approved annual budget.

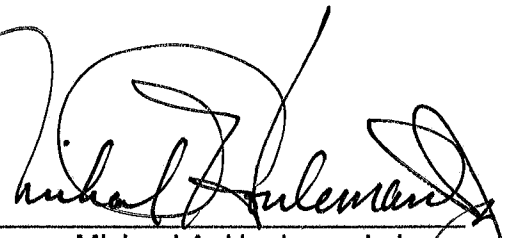
**COORDINATION:**

DRO, Authority Counsel, Administrative and Executive Committees.

Prepared by

  
Jonathan Brinkmann

Approved by

  
Michael A. Houlemard, Jr.

## RESOLUTION NO. 16-xx

Attachment A to Item 6b  
FORA Board Meeting, 12/9/16

### **A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY *Certifying the City of Del Rey Oaks' General Plan and Zoning Code amendments, and recreational vehicle park development entitlements***

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

- A. On June 13, 1997, the Fort Ord Reuse Authority ("FORA") adopted the Final Base Reuse Plan ("BRP") under Government Code Section 67675, et seq.
- B. After FORA adopted the BRP, Government Code Section 67675, et seq. requires each county or city within the former Fort Ord to submit to FORA its general plan or amended general plan and zoning ordinances, and to submit project entitlements, and legislative land use decisions that satisfy the statutory requirements.
- C. By Resolution No. 98-1, the Authority Board of FORA adopted policies and procedures implementing the requirements in Government Code 67675, et seq.
- D. The City of Del Rey Oaks ("DRO") is a member of FORA. DRO has land use authority over land situated within the former Fort Ord and subject to FORA's jurisdiction.
- E. After a noticed public meeting on May 24, 2016, DRO adopted the Monument RV Resort Initiative Measure (Initiative Measure) consisting of amendment to the 1997 DRO General Plan and Title 17, Zoning, of the DRO Municipal Code, and authorization for grading and building permits (development entitlements) (collectively "RV Resort") concerning a proposed recreational vehicle ("RV") park on DRO lands, affecting lands on the former Fort Ord. Through its Initiative Measure, DRO also found that the RV Resort is consistent with the BRP, FORA's plans and policies and the FORA Act and considered the BRP Environmental Impact Report ("EIR") in their review and deliberations.
- F. On October 21, 2016, the DRO requested that FORA certify the RV Resort as consistent with FORA's BRP, certified by the Board on June 13, 1997. DRO submitted to FORA its RV Resort together with the accompanying documentation.
- G. Consistent with the Implementation Agreements between FORA and DRO, on October 21, 2016, DRO provided FORA with a complete copy of the submittal for lands on the former Fort Ord, the resolutions and/or ordinance approving it, a staff report and materials relating to DRO's action, and findings and evidence supporting its determination that the RV Resort is consistent with the BRP and the FORA Act (collectively, "Supporting Material"). DRO requested that FORA certify the RV Resort as being consistent with the BRP for those portions of DRO that lie within the jurisdiction of FORA.
- H. California Elections Code sections 9215 and 1405(b) allow jurisdictions to adopt General Plan and Zoning amendments through initiative measures. Initiative measures are categorically exempt from the California Environmental Quality Act ("CEQA"). The

Initiative Measure describes in detail how the RV Resort would be less dense and intense than land uses contemplated in the 1997 DRO General Plan and accompanying EIR previously certified as consistent with the BRP and how the RV Resort implements DRO General Plan policies and FORA consistency criteria through compatible land use and design and is consistent with the BRP.

- I. FORA's Executive Officer and the FORA Administrative Committee reviewed DRO's application for consistency evaluation. The Executive Officer submitted a report recommending that the FORA Board find that the RV Resort is consistent with the BRP. The Administrative Committee reviewed the Supporting Material and concurred with the Executive Officer's recommendation. The Executive Officer set the matter for public hearing regarding consistency of the RV Resort before the FORA Board on November 4, 2016.
- J. Master Resolution, Chapter 8, Section 8.01.020(e) reads in part: "(e) In the event the Authority Board refuses to certify the legislative land use decision in whole or in part, the Authority Board's resolution making findings shall include suggested modifications which, if adopted and transmitted to the Authority Board by the affected land use agency, will allow the legislative land use decision to be certified. If such modifications are adopted by the affected land use agency as suggested, and the Executive Officer confirms such modifications have been made, the legislative land use decision shall be deemed certified..."
- K. FORA's review, evaluation, and determination of consistency is based on six criteria identified in section 8.02.010. Evaluation of these six criteria form a basis for the Board's decision to certify or to refuse to certify the legislative land use decision.
- L. The term "consistency" is defined in the General Plan Guidelines adopted by the State Office of Planning and Research as follows: "An action, program, or project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment." This includes compliance with required procedures such as section 8.02.010 of the FORA Master Resolution.
- M. Master Resolution, Chapter 8, Section 8.02.010(a)(1-6) reads: "(a) In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board shall disapprove any legislative land use decision for which there is substantial evidence supported by the record, that (1) Provides a land use designation that allows more intense land uses than the uses permitted in the Reuse Plan for the affected territory; (2) Provides for a development more dense than the density of use permitted in the Reuse Plan for the affected territory; (3) Is not in substantial conformance with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution. (4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority; (5) Does not require or otherwise provide for the financing and/or installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the legislative land use decision; and (6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan."

N. Master Resolution, Chapter 8, Section 8.02.030(a)(1-8) reads: “(a) In the review, evaluation, and determination of consistency regarding any development entitlement presented to the Authority Board pursuant to Section 8.01.030 of this Resolution, the Authority Board shall withhold a finding of consistency for any development entitlement that: (1) Provides an intensity of land use which is more intense than that provided for in the applicable legislative land use decisions, which the Authority Board has found consistent with the Reuse Plan; (2) Is more dense than the density of development permitted in the applicable legislative land use decisions which the Authority Board has found consistent with the Reuse Plan; (3) Is not conditioned upon providing, performing, funding, or making an agreement guaranteeing the provision, performance, or funding of all programs applicable to the development entitlement as specified in the Reuse Plan and in Section 8.02.020 of this Master Resolution and consistent with local determinations made pursuant to Section 8.02.040 of this Resolution. (4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority. (5) Does not require or otherwise provide for the financing and installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the applicable legislative land use decision. (6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan. (7) Is not consistent with the Highway 1 Scenic Corridor design standards as such standards may be developed and approved by the Authority Board. (8) Is not consistent with the jobs/housing balance requirements developed and approved by the Authority Board as provided in Section 8.02.020(t) of this Master Resolution.”

NOW THEREFORE the Board hereby resolves that:

1. The FORA Board acknowledges DRO’s recommendations and actions of May 24, 2016 requesting that the FORA Board certify that the RV Resort and the BRP are consistent.
2. The FORA Board has reviewed and considered the environmental information, the Initiative Measure, the 1997 DRO General Plan and accompanying EIR, the FORA resolution finding the 1997 DRO General Plan consistent with the BRP, and finds that these documents provide substantial additional information for purposes of FORA’s determination that the RV Resort and the BRP are consistent.
3. The FORA Board has considered all the materials submitted with this application for a consistency determination, the recommendations of the Executive Officer and the Administrative Committee, and the oral and written testimony presented at the hearings, all of which are hereby incorporated by reference.
4. The FORA Board certifies that the RV Resort is consistent with the BRP. The FORA Board further finds that the legislative land use decision and development entitlement are based in part upon the substantial evidence submitted and a weighing of the BRP’s emphasis on a resource constrained sustainable reuse that evidences a balance between jobs created and housing provided.

5. The RV Resort will, considering all its aspects, further the objectives and policies of the BRP. The DRO application is hereby determined to satisfy the requirements of Title 7.85 of the Government Code and the BRP.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

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Frank O'Connell, Chair

ATTEST:

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Michael A. Houlemard, Jr.  
Clerk

**Questions and responses related to Item 8c of the Agenda Packet from Councilmember Gail Morton:**

1. The project property was designated for Seaside in the draft EIR and use of the land would have been subject to the Base Reuse policies and programs imposed on Seaside (and consistent with like policies and programs imposed on Marina and the County regarding such things as oak woodland protections, water, etc.). By time there was a final EIR, the land was given to Del Rey Oaks and with no apparent responsibilities to comply with these Base Reuse policies and programs.

- Is this correct?

*Response #1: No. The 1997 Base Reuse Plan (BRP) identifies the project property as the South Gate Planning Area within the County of Monterey, not within the City of Seaside. The City of Del Rey Oaks (Del Rey Oaks) appropriately analyzed substantial conformance with applicable BRP programs for County of Monterey in their consistency determination submittal.*

- Is Del Rey Oaks responsible to fulfill the policies and programs applicable to other jurisdictions on Del Rey Oaks' land within the Fort Ord footprint?

*Response #2: See previous response. Chapter 8 of the FORA Master Resolution Section 8.02.010 (a) (3) specifies substantial conformance with applicable programs in the BRP and FORA Master Resolution, not fulfillment of policies and programs.*

- If not, why is Del Rey Oaks, or this particular land treated differently?

*Response #3: Del Rey Oaks is not treated differently. The BRP identifies the project property as the South Gate Planning Area within the County of Monterey. Therefore, FORA reviews Del Rey Oaks' consistency determination submittal for substantial conformance with applicable programs specified in the BRP and the FORA Master Resolution. FORA reviewed other jurisdictions' consistency determination submittals for substantial conformance with applicable programs specified in the BRP and the FORA Master Resolution as well.*

2. Which Reuse Plan policies and programs have been adopted by Del Rey Oaks and which remain to be adopted?

*Response #4: As specified in Master Resolution Section 8.02.010 (a) (3), the FORA Board reviews jurisdictions' consistency determination submittals for substantial conformance with applicable programs in the BRP and the FORA Master Resolution, not based on which policies and programs have been adopted or remain to be adopted. Pages 141 to 206 of Del Rey Oaks' consistency determination submittal includes an analysis of BRP programs for the County of Monterey, responsible entity, completion status, and notes in relation to Del Rey Oaks' submittal.*

- Please identify the policies and programs with sufficient specificity for Directors to be able to locate in the Reuse Plan or EIR.

*Response #5: These are identified in Del Rey Oaks' submittal, pages 141 to 206. A web link to the submittal is included on the first page of the Board report for Item 8c.*

- Both the BRP and the DRO General Plan were adopted in 1997. What was the date of the consistency determination of the DRO General Plan with the BRP?

*Response #6: December 11, 1998.*

3. This project was brought forward by an initiative and therefore exempt from the CEQA EIR procedure.

- How are we to know the impacts of the project (such as RV traffic) are not inconsistent with the Base Reuse EIR?

*Response #7: The BRP projected a golf course, 300-room hotel, 30,000 square feet (sq. ft.) of convenience retail, and 415,000 sq. ft. of office park and research and development. The RV Resort project buildout is less intensive, consisting of 210 RV sites and 13,595 sq. ft. of buildings on 53.86 acres.*

- How have we verified there is adequate and sustainable water supply for the intended use?

*Response #8: The U.S. Army transferred 6,600 acre-feet per year (AFY) of Salinas Valley Groundwater Basin water rights to FORA. FORA has allocated 242.5 AFY of groundwater and 280 AFY of recycled water to Del Rey Oaks. Through a Disposition and Development Agreement (DDA) made on July 14, 2014, Del Rey Oaks conveyed 50 AFY of groundwater and 50 AFY of recycled water to the developer. These allocations are sufficient to serve 210 RV sites and 13,595 sq. ft. of buildings on 53.86 acres. Furthermore, in their submittal, Del Rey Oaks states that the project's landscaping will consist largely of native, drought tolerant species from on-site stock where practical and appropriate. The project will also utilize a rainwater collection tank to supplement the use of non-potable water as an irrigation source.*

4. What materials were submitted to FORA for the consistency determination?

*Response #9:*

- *Del Rey Oaks City Council Resolution No. 2016-07 certifying the Monument RV Resort Initiative Petition Signature Count;*
- *Del Rey Oaks City Council Resolution No. 2016-08 adopting the Monument RV Resort Initiative Measure, amending the General Plan, authorizing adoption of Zoning Code changes, and approving the project contained within the Initiative Measure;*



- *Del Rey Oaks Ordinance No. 284 (2016), an ordinance amending the Zoning Code Chapter 17.32, without alteration, and consistent with the adoption of the Monument RV Resort Initiative;*
- *May 24, 2016 Del Rey Oaks City Council Agenda Staff Report for Items 7B, 7C and 7D;*
- *FORA Consistency Determination Analysis Table for Legislative Land Use Decisions from Del Rey Oaks; and*
- *BRP Consistency Matrix from Del Rey Oaks.*

5. Staff report states: “The Initiative Measure also describes how the RV Resort implements DRO General Plan policies and FORA consistency criteria through compatible land use and design and is consistent with the BRP.”

- Did FORA staff rely on the initiative language, or complete an independent analysis to formulate its findings of consistency?

*Response #10: FORA staff conducted an independent analysis of Del Rey Oaks’ consistency determination submittal.*

- Upon what documents was the independent analysis made?

*Response #11: The FORA Act California Government Code sections 67650 to 67700; Chapter 8 of the FORA Master Resolution; 1997 BRP and its Final Environmental Impact Report; the 1997 Del Rey Oaks General Plan and its Final EIR; FORA Resolution# 98-3 finding the 1997 Del Rey Oaks General Plan and Zoning consistent with the BRP; and Del Rey Oaks’ consistency determination submittal.*

6. What is the source of the water for this project?

*Response #12: Del Rey Oaks’ submittal identifies three sources of water for the project: 1) 50 AFY of groundwater from Del Rey Oaks’ allocation, 50 AFY of recycled water from Del Rey Oaks’ allocation, and a rainwater collection tank to supplement the use of non-potable water as an irrigation source.*

- Is source of the water from the FORA water allocation?

*Response #13: Yes. See Response #8 for additional information.*

- How does the water get to the site?

*Response #14: The water would reach the project site through Marina Coast Water District’s (MCWD’s) potable and recycled water pipelines.*

- Is infrastructure in place?

*Response #15: Potable and recycled water pipelines do not yet reach the project site.*

- If not, who pays for it?

*Response #16: MCWD provides for installation of potable and recycled water pipelines in its Capital Improvement Program (CIP).*

7. The property currently has significant invasive species (e.g., Pampas grass) growth. Removal can cause spread of seeds.

- Without an EIR, how are the adverse offsite impacts addressed?

*Response #17: The FORA Board adopted Chapter 8 to its Master Resolution in 1998 as a condition of its Settlement Agreement with the Ventana Chapter of the Sierra Club. Chapter 8 describes Base Reuse Planning and Consistency Determination provisions for FORA. Based on Chapter 8, FORA reviews Del Rey Oaks submittal based on specific criteria. The closest criterion to this question appears to be Master Resolution section 8.02.010 (a) (4), which states: (4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority; Furthermore, Del Rey Oaks' submittal includes Recreation/Open Space Land Use Program B-2.1 (page 161 of 206), which addresses required buffers for development adjacent to habitat management areas. Del Rey Oaks' quitclaim deed for this parcel includes Fort Ord Habitat Management Plan (HMP) Borderland development area requirements along the Natural Resource Management Area (now the Fort Ord National Monument) interface.*

- This is especially a concern because the property abuts the monument and cleanup of invasive species will be at public expense. What ensures no adverse impacts?

*Response #18: The FORA Board reviews Del Rey Oaks submittal based on Master Resolution Chapter 8 criteria. Ensuring no adverse impacts from invasive species is not a criterion. However, compatibility with open space, recreational, or habitat management areas is a criterion. Based on Del Rey Oaks' submittal (see Response #17), Del Rey Oaks provided evidence that the project is compatible with open space, recreational, or habitat management areas. To ensure compatibility with the adjacent HMP area, the Monument RV resort will include a 150-foot buffer on the northern perimeter of the Initiative Measure Area boundary (See Initiative Measure Section 6A). Initiative Measure Section 8 Environmental Standards, Subsection E requires the developer to prepare a landscape and lighting plan to be reviewed by the City of Del Rey Oaks which typically would require standards for invasive species removal and specific requirements to avoid the spread of invasive species to neighboring parcels.*

8. What are the traffic impacts of the RV Resort?

*Response #19: Del Rey Oaks adopted the RV Resort through an Initiative Measure. Initiative Measures are exempt from the California Environmental Quality Act (CEQA). Therefore, a traffic study was not required nor included in Del Rey Oaks submittal. The Initiative Measure finds that the RV Resort will reduce traffic trips to and from events in the region (Finding H) and “may reduce and redistribute traffic on the Monterey Peninsula.” (Finding W). There is no evidence in the record to the contrary.*

9. In the Discussion portion of the staff report the following statement is made:

“FORA staff finds that DRO presented sufficient justification for making an affirmative consistency determination.” Thereafter the staff report quotes the standard of review from Section 8.02.010 and 8.02.020 of the FORA Master Resolution as:

In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board *shall disapprove any legislative land use decision for which there is substantial evidence support[ed] by the record...* [Emphasis added.]

- These seem to be different standards of review. Which is correct?

*Response #20: There are not different standards of review. The sentence “FORA staff finds that DRO presented sufficient justification for making an affirmative consistency determination.” is a summary statement that is supported by staff’s analysis of consistency review criteria from Master Resolution Sections 8.02.010 and 8.01.020.*

10. Referring to item (1) and item (2), staff states the RV Resort would provide for land use less intense and density less intense than those allowed by the BRP.

- What are the land uses allowed by the BRP?

*Response #21: The BRP projected a golf course, 300-room hotel, 30,000 square feet (sq. ft.) of retail, a 415,000 sq. ft. of office park and research and development, and augmentation of the regional park district “Frog Pond” for habitat protection in the South Gate Planning Area. The following land use designations were identified in the BRP for the South Gate Planning Area: Visitor Serving, Business Park/Light Industrial/Office/R&D, Habitat Management, Convenience Retail, Golf Course Opportunity Site, and Hotel Opportunity Site. Upon adoption of Resolution #98-3, the Board found the 1997 Del Rey Oaks General Plan Consistent with the BRP, which included minor changes to the location of Visitor Serving and Business Park/Light Industrial/Office/R&D land uses. Table 1 “Summary of Del Rey Oaks General Plan Update Land Use designations” in the Del Rey Oaks General Plan includes the following land use description:*

| Table 1<br>Summary of Del Rey Oaks General Plan Update<br>Land Use Designations                                                                                                    |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Land Use                                                                                                                                                                           | Unit             |
| Single-family Residential                                                                                                                                                          | 5 dwelling units |
| Conference Center*                                                                                                                                                                 | 44 gksf          |
| Hotel*                                                                                                                                                                             | 316 rooms        |
| Golf Course*                                                                                                                                                                       | 155 acres        |
| Retail (Specialty Shops)*                                                                                                                                                          | 30 gksf          |
| Fitness Center*                                                                                                                                                                    | 10 gksf          |
| Office Park**                                                                                                                                                                      | 300 gksf         |
| Corporate Office Center**                                                                                                                                                          | 75 gksf          |
| Retail Commercial                                                                                                                                                                  | 43.5 gksf        |
| Office Park/Hotel                                                                                                                                                                  | 205 rooms        |
| Total Office Park/Conference Center                                                                                                                                                | 419 gksf         |
| Total Residential/Hotel                                                                                                                                                            | 526 units        |
| Total Golf                                                                                                                                                                         | 155 Acres        |
| Total Commercial/Retail                                                                                                                                                            | 83.5 gksf        |
| * Parcels within the Fort Ord reuse area which will be requested for annexation into the City of Del Rey Oaks.<br>gksf= gross thousand square feet<br>Source: City of Del Rey Oaks |                  |

Figure 2A "Fort Ord Annexation Area Proposed Project Land Use Concept" in the Del Rey Oaks General Plan shows Visitor Serving and Business Park/Light Industrial/Office/R&D land use designations for the project site.

- What is the density allowed by the BRP referenced in item (2)?

*Response #22: The project site is within Visitor Serving and Business Park/Light Industrial/Office/R&D land use designation in the Del Rey Oaks General Plan. The majority of Del Rey Oaks' General Plan land use designation for Business Park/Light Industrial/Office/R&D is included within the project site. Based on Table 1 in the Del Rey Oaks General Plan (see Response #21), 300,000 sq. ft. of Office Park and 75,000 sq. ft. of Corporate Office Center is allowed within Fort Ord for the Business Park/Light Industrial/Office/R&D land use designation. A small portion of Del Rey Oaks' General Plan land use designation for Visitor Serving is included within the project site. Based on Table 1 in the Del Rey Oaks General Plan (see Response #21), 44,000 sq. ft. of Conference Center, 316 hotel rooms, 155 acres of golf course, 30,000 sq. ft. of retail (specialty shops), and 10,000 sq. ft. of Fitness Center is allowed within Fort Ord for the Business Park/Light Industrial/Office/R&D land use designation.*

11. What are the applicable programs specified in the Reuse Plan referred to in item (3)?

*Response #23: These are identified in Del Rey Oaks' submittal, pages 141 to 206. A web link to the submittal is included on the first page of the Board report for Item 8c.*

- Please identify the applicable programs and citations to the source document.

*Response #24: See previous response. The web link to Del Rey Oaks' submittal is: [http://fora.org/Admin/2016/Additional/DRO\\_CD\\_submittal\\_10-21-16.pdf](http://fora.org/Admin/2016/Additional/DRO_CD_submittal_10-21-16.pdf)*

12. Item (4) "Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management area within the jurisdiction of the Authority." To which the staff makes the following statement: "The RV Resort is compatible with open space, recreational, and habitat management areas."

- The response addresses only the second portion of the above statement. Was something inadvertently omitted?

*Response #25: Yes. The staff report statement should have also stated: "The RV Resort is compatible with uses permitted or allowed in the Reuse Plan for the affected property."*

- What uses are permitted or allowed in the Reuse Plan for the affected property?

*Response #26: The BRP land use designations and their corresponding permitted or allowed uses are described in Table 3.4-1 "Permitted Range of Uses for Designated Land Uses," pages 99 to 102 of the BRP. For the project site, they are as follows:*

*Uses allowed within Visitor Serving land use designation include:*

- *hotels;*
- *conference centers;*
- *restaurants;*
- *golf courses.*

*Uses allowed within Business Park/Light/Industrial/Office/R&D land use designation include:*

- *business parks;*
- *light industrial development;*
- *aviation-related industrial, where designated;*
- *office/research and development uses;*
- *convenience retail;*
- *food service uses;*
- *Interim development of commercial recreation and visitor serving facilities where designated;*
- *office/research and development uses;*
- *convenience retail;*
- *food service uses;*
- *visitor serving, where designated.*

*Based on the Del Rey Oaks General Plan pages 27 and 28, the description of each land use designation for the project site is as follows:*

*“General Commercial - Visitor (GC)*

*This designation is applied to land intended to accommodate the widest range of commercial, retail, wholesale and office uses, as well as similar compatible uses. The General Commercial designation has been applied to the central portion of the City east of Highway 218 at North South Road as well as a portion of the Fort Ord Reuse planning area to be requested for annexation. The General Commercial designation may also accommodate motels, hotels, restaurants, golf courses, fitness centers, conference centers, and similar businesses oriented toward tourists.”*

*“Office - Professional (O)*

*This designation will be applied to professional office park centers. This designation is applied to land located in the area to be requested by the City for annexation in the Fort Ord Reuse area.”*

- *Is the proposed use incompatible? Why or why not?*

*Response #27: The proposed use is compatible because the RV Resort is a visitor serving business.*

- *Is the proposed use in conflict? Why or why not?*

*Response #28: The proposed use is compatible with open space, recreational, or habitat management area because Del Rey Oaks addresses required buffers for development adjacent to habitat management areas, see page 161 of 206 of Del Rey Oaks' submittal Recreation/Open Space Land Use Program B-2.1.*

13. Within that portion of the report "additional considerations" staff asserts "the RV Resort would create additional visitor serving amenities on former Fort Ord land and employment opportunities."

- What is the number of jobs created?

*Response #29: It is expected that approximately 10 to 20 direct jobs would be created by this project. It is unknown how many indirect jobs would be created by this project.*

- How is the housing balance furthered or provided?

*Response #30: Job Creation Monitoring is described on page 17 of the FY 2015/16 FORA Annual Report. The annual report estimates a ratio of 3,892 jobs to 5,261 residential units, or 0.74 jobs per dwelling unit in FY 2015/16. The BRP describes a target of 2.06 jobs per dwelling unit. The job creation resulting from the RV Resort will support the job/housing balance target of 2.06 jobs per dwelling unit because it brings in jobs.*

14. Please specifically enumerate the policies of the BRP most significantly furthered by the project.

*Response #31: **Commercial Land Use Policy B-1:** The County of Monterey shall allocate land in the visitor serving category to promote development of hotel and resort uses, along with associated commercial recreation uses such as golf courses. Visitor-serving uses shall be designated as follows:*

- *Visitor-Serving Hotel/Golf Course District (Polygon 29a):  
Hotel Opportunity Site, 15 acres, 300 rooms; 18-Hole Golf Course Opportunity Site, 149.05 acres.*

15. The staff report does not mention FORA's responsibilities as a responsible agency under CEQA. Please explain FORA's responsibilities and how has FORA met them?

*Response #32: FORA's role as a responsible agency only occurs with "projects" subject to CEQA, and where the lead agency (the City) is preparing or has prepared an EIR or a Negative Declaration (ND) (Guidelines Section 15381). An initiative measure is not a "project" under CEQA (Stein v. City of Santa Monica; Guidelines Section 15378[b]). So, no EIR or ND required, and Del Rey Oaks is not preparing an EIR or ND. Therefore, FORA has no responsible agency authority or responsibility in connection with this matter.*

Michael W. Stamp  
Molly Erickson

**STAMP | ERICKSON**  
**Attorneys at Law**

479 Pacific Street, Suite One  
Monterey, California 93940  
T: (831) 373-1214  
F: (831) 373-0242

November 4, 2016

Michael Houlemard, Executive Officer  
Dominique Jones, Deputy Clerk/Executive Assistant  
Fort Ord Reuse Authority  
910 2nd Avenue  
Marina, CA 939933

Re: Request for Notice; FORA's published public notice is inadequate

Dear Mr. Houlemard and Ms. Jones:

The is a request on behalf of Keep Fort Ord Wild (KFOR) for written notice of all public hearings held by FORA. We make this request pursuant to the Government Code (including § 65092) and the Public Resources Code (including § 21092.2).

The reason for this request is FORA's recently published notice (Ex. A) is easy to miss and was missed. There are no distinguishing features on the notice and it is not identified in bold, underline, or otherwise as a "Notice of Public Hearing." In contrast, other agencies' recent public notices contain prominent identifying features and appear to actually intend to provide public notice (Ex. B). FORA should change its approach to make its published notices more visible to the public. We offer to meet to discuss this issue with FORA in order to address and resolve these concerns.

We request formal notice be mailed to our office to the following address:

Molly Erickson  
STAMP | ERICKSON  
479 Pacific Street, Suite One  
Monterey CA 93940

To the extent that FORA emails notice, please also email the notices to the following addresses: [erickson@stamlaw.us](mailto:erickson@stamlaw.us) and [mcfarren@stamlaw.us](mailto:mcfarren@stamlaw.us).

If there is another person that FORA has designated to receive this request, please forward this request to that person and inform me of their name, title, and contact information. Please contact me if you have any questions. Thank you.

Very truly yours,

STAMP | ERICKSON

*/s/ Molly Erickson*

Molly Erickson

Exhibits: as stated.





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P.O. Box 271 • Monterey, California 93942  
(831) 726.4382

FORT ORD REUSE AUTHORITY  
Account No. 2140864  
920 2ND AVENUE  
MARINA, CA 939336009

Legal No. 0005840706  
Public Hearing

Ordered by:

# PROOF OF PUBLICATION

STATE OF CALIFORNIA  
County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Monterey Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

10/25/16

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 10/25/2016 at Monterey, California.

Signature

This space is reserved for the County Clerk's Filing Stamp

The Fort Ord Reuse Authority Board of Directors will conduct a public hearing on November 4, 2016 at 2:00 p.m. to receive testimony regarding City of Del Rey Oak's Determination of their General Plan and Zoning Code amendments, and recreational vehicle park development entitlements consistency with Fort Ord Base Reuse Plan. The hearing will be held at the Carpenters Union Hall at 910 2nd Avenue, Marina, CA 93933. Interested parties may review the relevant documents at [www.fora.org](http://www.fora.org).

Publish: Oct. 25, 2016

**Legal Notices**

**Legal Notices**

**Legal Notices**

**Legal Notices**

**PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the City Council of Sand City will hold both a public meeting and a public hearing on separate dates to discuss, accept public comment, and consider introduction of an ordinance increasing the rate of the City's Transient Occupancy Tax (TOT) from the current rate of eight percent (8%) to a rate of twelve percent (12%). TOT is imposed on occupants of a hotel, motel, and similar lodging facility. TOT is collected from the occupant by the operator of the lodging facility and remitted to the City. In the 2000 general election, the voters in Sand City approved a ballot measure granting the City Council authority to adopt ordinance(s) setting the TOT rate within a range from 8% to 14%. Presently, there are no lodging facilities in Sand City whose occupants would be subject to TOT. No revenue will be generated by this increase until such lodging facilities exist. However, the City estimates that the imposition of TOT at the rate of 12% on occupants of such lodging facilities when they exist in Sand City could generate revenues up to \$2.5 million annually. An increase of the TOT is exempt from CEQA (California Environmental Quality Act) per CEQA Guideline Section 15273.

The public meeting to accept public comments on the proposed TOT rate increase is scheduled for the following date, time, and place:

DATE: Tuesday, November 1, 2016  
TIME: 5:30 P.M.  
PLACE: City Council Chambers  
City Hall  
1 Sylvan Park  
Sand City, CA 93955

The City Council public hearing, to accept additional public comment and consider introduction of an ordinance for first reading to increase the rate of TOT, is scheduled for the following date, time, and place:

DATE: Tuesday, December 6, 2016  
TIME: 5:30 P.M.  
PLACE: City Council Chambers  
City Hall  
1 Sylvan Park  
Sand City, CA 93955

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public meeting and/or public hearing described in this notice, or in written correspondence delivered to the Sand City City Hall, 1 Sylvan Park, Sand City, CA 93955 at or prior to the final public hearing. All interested persons are invited to attend and be heard. For further information, please call the City's Administration Department at (831) 394-3054.

Sincerely,  
Todd Bodem, City Administrator

Published October 21, 28 and November 4, 2016

**Notice of Public Hearing**  
**Monterey County Planning Commission**

NOTICE IS HEREBY GIVEN that the Planning Commission of the County of Monterey, State of California will hold a public hearing to consider making a recommendation to the Board of Supervisors on the Environmental Impact Report, General Plan amendments, rezoning, and project described below. The hearing will be held on Wednesday, November 16, 2016 at the hour of 9:30 a.m., in the Monterey County Board of Supervisors Chambers, County Government Center, 168 West Alisal Street, Salinas, California, at which time and place any and all interested persons may appear and be heard thereon.

**Project Name:** RANCHO CANADA VILLAGE SUBDIVISION (Rancho Canada Ventures, LLC)

**Project File No.:** PLN040061

**Project Location:** Approximately 40-acre area located on the south side of Carmel Valley Road (4860 Carmel Valley Road; the West Course of the Rancho Canada Golf Club), approximately 0.6 miles east of Highway 1.

**Assessor's Parcel No.:** 015-162-009-000, 015-162-016-000, 015-162-017-000, 015-162-025-000, 015-162-026-000, 015-162-027-000, 015-162-033-000, 015-162-039-000, 015-162-040-000, 015-162-041-000, 015-162-042-000, 015-162-043-000, 015-162-045-000, 015-162-046-000 and 015-162-047-000, .

**Project Approvals/ Permit Type:** General Plan/Carmel Valley Master Plan Amendments; Rezoning from Public/Quasi-Public to Residential Zoning District(s); Vesting Tentative Standard Subdivision; Combined Development Permit; Site Plan and Design Approvals

**Planning Area:** Carmel Valley Master Plan

**Project Description:** Standard Subdivision and Combined Development Permit for development in the Carmel River Floodplain, tree removal, and grading and infrastructure installation will also be required, as well as Design Review and Site approvals.

Rancho Canada Ventures, LLC applied to subdivide approximately 40 acres of the West Course of the Rancho Canada Golf Club into residential lots. The Project for purposes of the Environmental Impact Report is a 281-unit residential subdivision consisting of a mix of single-family residences (141 units), townhomes and condominiums (140 units).

A reduced density alternative (Alternative) is a 130-unit subdivision consisting primarily of single-family attached and detached lots, along with 12 condominium units. The Alternative includes a 4.3 acre parcel (Lot 130) located approximately one-half mile northeast of the main project area, which is presently developed with maintenance facilities and a residence, and would allow for the future redevelopment of one residence .

The entire Project site (including Lot 130 of the Alternative) is designated Public/Quasi-Public (P/Q-P) by the Monterey County 2010 General Plan, with a Special Treatment Area designation allowing for residential development. The subject site is in the P/Q-P Zoning District, consistent with its General Plan land use designation and the site's long-time use as a public golf course. Approval of either the Project or the Alternative will require a General Plan Amendment (the Project would need to amend CVMP Policy CV-1.6 due to the number of units proposed; the Alternative would need to amend CVMP Policy CV-1.27 due to the proportion of affordable units included) and redesignation under the General Plan and rezoning to a residential district(s) consistent with the proposed densities of the Project and/or Alternative.

**Proposed CEQA Action:** Recommend certification of an Environmental Impact Report which identified significant and unavoidable impacts that require findings of Overriding Consideration. Both the Project and the Alternative were fully analyzed in the Rancho Canada Village Project Recirculated Draft Environmental Impact Report (RDEIR) which was prepared and re-circulated (a previous Draft EIR was prepared and circulated for comment in January 2008) for public comment from June 2 through August 8, 2016.

IF YOU CHALLENGE THIS MATTER IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS PUBLIC NOTICE OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE PLANNING COMMISSION AT OR BEFORE THE PUBLIC HEARING.

FOR ADDITIONAL INFORMATION CONTACT:  
Luke Connolly, Management Specialist  
Monterey County Resource Management Agency - Planning  
168 West Alisal St, 2nd Floor, Salinas CA, 93901  
831-755-5153 or ConnollyLT@co.monterey.ca.us W

## City Clerk's Office



440 Harcourt Avenue, Seaside, CA 93955  
Telephone: (831) 899-6707 / Fax: (831) 899-6201

NOTICE IS HEREBY GIVEN that the City Council of the City of Seaside will conduct a continued public hearing, which commenced on October 13, 2016, at a Special Meeting Thursday November 10, 2016 at 5:30 PM in the City Council Chambers at 440 Harcourt Avenue to consider the following item: CONSIDERATION OF THE FOLLOWING ACTIONS FOR THE MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN: 1) CERTIFICATION OF THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (EIR) PREPARED FOR THE PROJECT, 2) AMENDMENT OF THE CITY OF SEASIDE GENERAL PLAN, 3) ADOPTION OF THE SPECIFIC PLAN, AND 4) AMENDMENT OF TITLE 17 OF THE SEASIDE MUNICIPAL CODE AND THE CITY'S OFFICIAL ZONING DISTRICT MAP

PROJECT LOCATION (Specific): Northeast/Southeast of the Gigling Road/Parker Flats Cut Off Intersection and North-Central Portion of Former Fort Ord (Parker Flats Area)

PROJECT LOCATION (City/County): City of Seaside (approximately 149 acres) and unincorporated County of Monterey (approximately 563 acres)

In accordance with Section 15162 of the CEQA Guidelines, the City of Seaside has prepared a FINAL Subsequent Environmental Impact Report (SEIR) for the proposed Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan project (SCH#2012091056).

After holding a duly noticed public hearing, the City's Planning Commission recommended that the City Council certify the Final SEIR, and amend the City's General plan to accommodate the proposed Specific Plan, adopt the proposed Specific Plan, and amend the City's zoning ordinance and district map to reflect the Specific Plan.

NOTICE IS FURTHER GIVEN that, if the draft ordinances adopting the Specific Plan and amending the zoning ordinance and map are passed to print, each would be placed on the agenda for the City Council meeting on Thursday, November 17, 2016 at 7:00 p.m. for adoption. Any and all interested persons are welcome to appear at the hearing and be heard or submit written comments prior to the meeting concerning the proposed project. Written comments can be sent to the following address: [cityclerk@ci.seaside.ca.us](mailto:cityclerk@ci.seaside.ca.us). Visit <http://www.ci.seaside.ca.us> for additional information about the project or the public hearing.

\_\_/S/ \_\_ Lesley Milton-Rerig, City Clerk

## LEGAL NOTICE – SPECIAL MEETING

### PUBLIC HEARING



NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Seaside will conduct a public hearing to consider the following application:

Use Permit Application No. UP-16-06: California Gold Development Corporation, applicant, and, Harry Chastain, property owner, are requesting use permit approval to allow for the construction of an 880 square-foot drive-thru retail coffee shop located at 1742 Fremont Boulevard (APN 012-072-001) in the Community Commercial (CC) Zoning District. The project is Categorically Exempt Class 32 (In-Fill Development Projects), Section 15332 of the California Environmental Quality Act Guidelines.

NOTICE IS FURTHER GIVEN that the Planning Commission public hearing will be held at a Special Meeting on Wednesday, November 16, 2016 at 7:00 pm (or as soon thereafter as the Agenda permits) in the City Council Chambers at City Hall, 440 Harcourt Avenue, Seaside, California. Any and all interested persons are welcome to appear at the hearings and be heard concerning the proposed text amendments. If you challenge the entitlements in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. For information, call (831) 899-6737.

CITY OF SEASIDE

**Legal Notices**

individual.  
The registrant commenced transacting business under the fictitious name or names listed above on Oct. 21, 2016 /s/ Eric Nelsen  
This statement was filed with the County Clerk of Monterey County on Oct. 21, 2016

Published Oct. 30; Nov. 6, 13, 20, 2016



NOTICE IS HEREBY GIVEN that the City Council of the City of Seaside will conduct a continued public hearing, which commenced on October 13, 2016, at a Special Meeting Thursday November 10, 2016 at 5:30 PM in the City Council Chambers at 440 Harcourt Avenue to consider the following item: CONSIDERATION OF THE FOLLOWING AC-

**Legal Notices**

TIONS FOR THE MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN: 1) CERTIFICATION OF THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (EIR) PREPARED FOR THE PROJECT, 2) AMENDMENT OF THE CITY OF SEASIDE GENERAL PLAN, 3) ADOPTION OF THE SPECIFIC PLAN, AND 4) AMENDMENT OF TITLE 17 OF THE SEASIDE MUNICIPAL CODE AND THE CITY'S OFFICIAL ZONING DISTRICT MAP

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PROJECT LOCATION (City/County): City of Seaside (approximately 149 acres) and unincorporated County of Monterey (approximately 563

**Legal Notices**

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In accordance with Section 15162 of the CEQA Guidelines, the City of Seaside has prepared a FINAL Subsequent Environmental Impact Report (SEIR) for the proposed Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan project (SCH#2012091056).

After holding a duly noticed public hearing, the City's Planning Commission recommended that the City Council certify the Final SEIR, and amend the City's General plan to accommodate the proposed Specific Plan, adopt the proposed Specific Plan, and amend the City's zoning ordinance and district map to reflect the Specific Plan.

NOTICE IS FURTHER GIVEN that, if the draft ordinances adopting the Specific Plan and amending the zoning ordinance

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**AN OLDER CAR, TRUCK OR RV?** Do the same thing. Done it to the Humvee Society. Call (916) 288-6011 (CDCN)

**Wanted! Old Porsche** 911/912 for recreation by hobbyist. 1948-1973 only. Any condition top paid. (916) 288-6011 (CDCN)

## Trucks, Trucks Wanted

**WANTED YOUR CAR, TRUCK OR BOAT to** Heritage for the road. Free 3 Day appraisal, tax deductible, free towing, all paperwork taken care of. Call (916) 288-6011 (CDCN)

## Import Trucks & Vans

**2003 Subaru Outback** AWD, Deluxe model. 5 spd. 158,000 mi. Fully loaded. \$4000. (916) 288-6011 (CDCN)

## Trucks

**1986 Ford F-150 8ft** bed, passed smog, needs body work. (916) 288-6011 (CDCN)

## Legal Notices

**Monterey County Regional Fire District**

### NOTICE OF PUBLIC HEARING

A Public Hearing will be held at a Special Meeting of the Board of Directors of the Monterey County Regional Fire District of Monterey County on November 2, 2016 at 4:00 P.M. to consider the following matters:

**1. Adoption of an Urgency Ordinance of the Monterey County Regional Fire District making the required findings requesting the Board of Supervisors of the County of Monterey to Mitigate the impacts of Fire Protection & Emergency Medical Services as specified by The County of Monterey Medical Marijuana Urgency Ordinance 15-010 in the event that Proposition 64 is enacted at the November 8, 2016 General Election; and,**

## Legal Notices

**2. Adoption as an Urgency Ordinance Amendments to District Ordinance 1997-01 to confirm the Fire Inspection and Prevention Authority of the District and the authority to recover the costs for fire inspection and prevention requirements for marijuana businesses and establishments.**

The Meeting will be located at: Monterey County Regional Fire District Toro Administration 19900 Portola Dr., Salinas, Ca 93908.

Copies of the proposed District Ordinances will be available 24 hours before the scheduled Special Meeting.

Published by Order of the Board of Directors.

Michael Urquides, Fire Chief  
October 31, 2016

Publish: Nov. 1, 2016

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## Legal Notices

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### NOTICE OF PUBLIC SALE

Pursuant to California Self-Service Storage Facility Act, (B & P Code 21700 et seq.); notice is hereby given that goods stored at Marina Greens Mini Storage, 3333 & 3349 Paul Davis Dr, Marina, CA will be sold at a public auction on **Thursday 12/1/2016 @ 9:00 am.** All tenants listed for auction are liable for all rent, late fees and other service charges and must be paid in full on or before date of sale. The stored items consist of personal property, including but not limited to household items as well as other miscellaneous items stored by the following parties:

**Michael Reynolds Unit c309, Sara Phungglan Unit a125, Sisavaii Time Unit 641**

All winning bids must be paid in cash or certified check only. No credit cards or personal checks accepted.

Publish: Nov. 1, 2016

Classifieds Sell

The following person is doing business as:  
Wellness Elements  
601 Malmedy Rd.  
PO Box 567  
Seaside, CA 93955

Deborah Lynn Delfino  
601 Malmedy Rd.  
Seaside, CA 93955

This business is conducted by an individual. The registrant commenced transacting business under the fictitious name or names listed above on Sept. 28, 2016.

/s/ Deborah Delfino  
Date: Sept. 29, 2016  
This statement was filed with the County Clerk of Monterey County on Sept. 29, 2016.

Published Oct. 21, 28;  
Nov. 4, 11, 2016

**PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the City Council of Sand City will hold a public hearing to consider adoption of an ordinance to incorporate the 2016 California Building Codes and local building code requirements and amendments into Title 15 of the Sand City Municipal Code. These codes will apply City-wide. The public hearing is scheduled for the following date, time, and place:

classification, your firm will receive Notices Inviting Informal Bids as projects come forward under the informal bidding rules per California Uniform Public Construction Cost Accounting Act (Informal Bidding Process).

All interested Contractors are required to complete the attached registration form that can be found on the District's website at: [www.montereyairport.com](http://www.montereyairport.com)

All forms are due by December 31, 2016.

Michael La Pier A.A.E,  
Executive Director  
Monterey Peninsula Airport District

Dated:

Published: Nov. 4, 2016

**Classifieds Sell**

**Legal Services: DID YOU KNOW**

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household goods

The auctions will be held, at the addresses listed above, by Nor Cal Storage Auctions, Inc. bond no. 7900390179. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage reserves the right to refuse any bid. Sale

2315 San  
All sales to prior Terms, regulation available Dated or day of 4th day of 2016, Orangecc Western Glendale, (818) 244 No. 58576

Publish: C 4, 2016

**Legal Notices**

**Legal**

**NOTICE OF PETITION ADMINISTER ESTATE OF: Evan Jerry Langerak CASE NUMBER: 16PR000444**

To all heirs, beneficiaries, contingent creditors, and who may otherwise be interested in the will or estate, or both, Jerry Langerak

A Petition for Probate has been filed by: Sharon Trott in the Superior Court of California, County of: Monterey. The petition for probate that: Sharon Trott be appointed personal representative to administer the estate of decedent.

The petition requests the decedent's will and codicils, if any, be admitted to probate. The will and codicils are available for examination in the court files kept by the court.

The petition requests that I be appointed to administer the estate under the authority of the Independent Administration of Estates Act. (This authority allows me to take many actions without court approval. Before taking

| <b>FORT ORD REUSE AUTHORITY BOARD REPORT</b> |                           |                    |
|----------------------------------------------|---------------------------|--------------------|
| <b>BUSINESS ITEMS</b>                        |                           |                    |
| <b>Subject:</b>                              | Water Augmentation Update |                    |
| <b>Meeting Date:</b>                         | December 9, 2016          | <b>INFORMATION</b> |
| <b>Agenda Number:</b>                        | 6c                        |                    |

**RECOMMENDATION(S):**

Receive an update of the Water Augmentation Program.

**BACKGROUND/ DISCUSSION:**

On September 21, 1993, the U.S. Army and Monterey County Water Resources Agency (MCWRA) entered into an agreement concerning annexation of Fort Ord into MCWRA's Zones 2 and 2A. The agreement allows Fort Ord to withdraw a maximum of 6,600 acre-feet per year (AFY) from the Salinas groundwater basin until MCWRA implements a replacement potable water project for Fort Ord. As of this date, MCWRA has not implemented a replacement potable water project for Fort Ord.

On June 13, 1996, the Fort Ord Reuse Authority (FORA) Board adopted the Fort Ord Reuse Plan (Reuse Plan) and its accompanying Environmental Impact Report, which relies on the Army's 6,600 AFY water resource and a future water augmentation project of 2,400 AFY to reuse and develop the former Fort Ord.

On June 10, 2005, the FORA and Marina Coast Water District (MCWD) Board of Directors approved the Regional Urban Water Augmentation Project (RUWAP) "Hybrid Alternative" to augment Fort Ord water resources, directing their respective staff to scope this two-component, 1,200 AFY of recycled water & 1,200 AFY of desalinization water project. FORA and MCWD then agreed to modify the amount of recycled water to former Fort Ord resulting in FORA Board Resolution No. 07-10 (May 2007), allocating 1,427 AFY of RUWAP recycled water to former Fort Ord land use jurisdictions. On October 9, 2015, the FORA Board unanimously endorsed a joint water supply planning process among FORA, Monterey Regional Water Pollution Control Agency (MRWPCA), and MCWD.

This action advanced the RUWAP in phases. The first phase focused on financing the RUWAP's recycled component in cooperation with the Pure Water Monterey Project. This resulted in FORA entering into a Reimbursement Agreement with MCWD, executed September 9, 2016, allocating up to \$6 million FORA dollars to the RUWAP recycled water pipeline (Pipeline) shared by MRWPCA and MCWD. To this end, work has begun on the Pipeline as MCWD and MRWPCA update the engineering, secure easements, and work to identify commitments to receive and pay for augmented water.

The second phase seeks to determine the RUWAP's secondary component. On May 13, 2016, MCWD, MRWPCA and FORA agreed in a Memorandum of Understanding (MOU) to each fund one-third of initial consultant costs, and reimburse FORA as the lead party, in identifying alternatives able to supply up to 973 AFY of the remaining Water Augmentation component. The Parties recognize there could be a mix of different solutions, including water



conservation, an 'all-of-the-above' option, or a stand-alone option. To this end, FORA staff, has prepared a Request for Proposals (RFP) to solicit a consultant to perform the study.

During December, the Technical Advisory Group (TAG), an ad-hoc committee composed of FORA jurisdictional staff, will meet to review and concur on the scope of work.

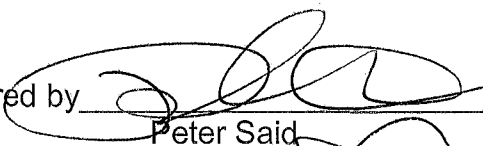
**FISCAL IMPACT:**

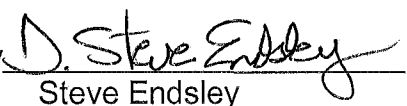
Reviewed by FORA Controller UV

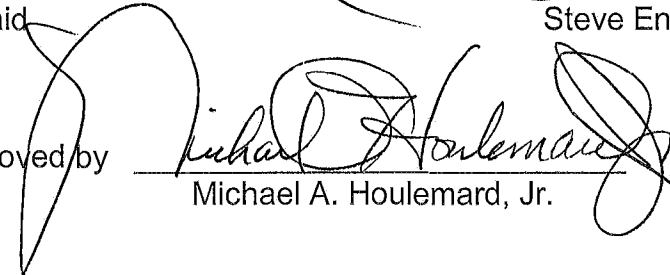
Funding up to \$157,000 is included in the approved 2016/17 Annual Budget and Capital Improvement Program Budget for FORA's portion of the future consultant contract.

**COORDINATION:**

TAG, MCWD, MRWPCA, Administrative Committee

Prepared by  Peter Said

Reviewed by  Steve Endsley

Approved by  Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

|                       |                                                               |               |
|-----------------------|---------------------------------------------------------------|---------------|
| <b>Subject:</b>       | Authorize General Engineering Services Agreement Solicitation |               |
| <b>Meeting Date:</b>  | December 9, 2016                                              | <b>ACTION</b> |
| <b>Agenda Number:</b> | 6d                                                            |               |

### RECOMMENDATION(S):

Authorize the FORA Executive Officer to solicit, negotiate and execute a Professional Services contract for General Engineering and Construction Management support of CIP projects (**Attachment A**) not to exceed \$800,000.

### BACKGROUND/DISCUSSION:

FORA utilizes Professional Services Contracts to obtain Capital Improvement Project roadway design services and construction management support. Contracting in this manner provides FORA flexibility to accomplish multiple CIP roadway projects without incurring the on-going cost of maintaining a larger engineering staff division. FORA's current Master Services Agreement with Creegan + D'Angelo provides FORA CIP project support. However, the agreement will terminate in November 2017. FORA staff has need of more generalized services to support staff across various CIP projects. There is need for on-site construction management support for Building Removal Obligations at Seaside's Surplus II and Marina's Stockade; the Eucalyptus Road infiltrators require independent engineering analysis and construction support to close the General Permit with the State Water Board; and South Boundary and Gigling Road designs and construction management. A professional services contract for each work activity could be costly as staff would spend time managing multiple selection processes and contracts. A single services contract for general engineering services would provide staff with the resources to move projects forward without the burden or expense of managing multiple contracts.

A General Engineering Services Contract scope would include, but not be limited to, general engineering support to provide independent estimates, federal contract support, and document review, pre-construction planning assistance, and change control analysis. It would also include support for site inspection, wage monitoring, reporting and risk management. The scope does not include roadway design and roadway construction management. The terms will be on-call/as needed per a set rate schedule. Work Orders will be allocated under the project budget identified in the CIP. An estimate of the service needed is roughly \$160,000 a year for five years with an option to extend if needed. The 5-year estimated budget is broken-out by project as follows:

|                                 |           |
|---------------------------------|-----------|
| Building Removal                | \$350,000 |
| Eucalyptus Road                 | \$200,000 |
| South Boundary Road             | \$ 50,000 |
| Gigling Road                    | \$ 80,000 |
| Water Augmentation              | \$ 35,000 |
| General CIP Bid Docs / Analysis | \$ 85,000 |
| Total                           | \$800,000 |

A Master Services Contract would cost roughly \$450,000 less than two full time engineers over the course of five years, and it would provide FORA staff with access to a range of professionals to meet project needs.

It is staff's recommendations to authorize the FORA Executive Officer to solicit, negotiate and execute a Professional Services contract for General Engineering and Construction Management support of CIP projects not to exceed \$800,000.


**FISCAL IMPACT:**

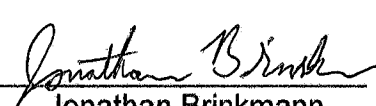
Reviewed by FORA Controller 

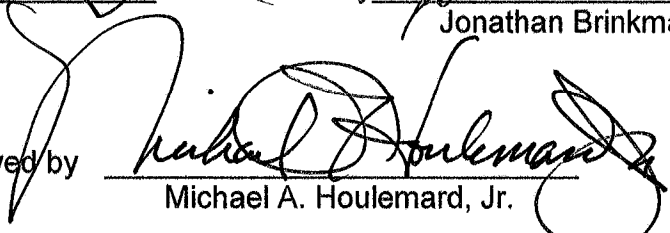
Staff time for this item is included in the approved annual budget. Funding for the General Engineering Services Contract is included in the approved CIP budget.

**COORDINATION:**

Administrative and Executive Committees

Prepared by  Peter Said

Reviewed by  Jonathan Brinkmann

Approved by  Michael A. Houlemard, Jr.

Fort Ord Reuse Authority  
920 2nd Ave  
Marina, CA 93933

January 23, 2017

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR BUILDING REMOVAL AND ROADWAY IMPROVEMENT PLANNING AND IMPLEMENTATION.**

Dear Consultant,

The Fort Ord Reuse Authority (FORA) is the legislatively created public corporation responsible for the implementation of the June 1997 adopted Base Reuse Plan (BRP) for the former Fort Ord military base in Monterey California. The BRP guides development on the former Fort Ord. A map of the vicinity and the BRP are available at the FORA web site at [www.fora.org](http://www.fora.org).

Since 1995, FORA has advanced a series of public improvement projects that are required to mitigate the impacts of development proposed through the BRP.

At this time FORA is obligated for the following:

1. Building removal of 27 structures at the Surplus II project site in Seaside, CA, and
2. Building removal of the former military stockade in Marina, CA;
3. Roadway design and construction of Gigling Road improvements in Seaside, CA;
4. Roadway design and construction of South Boundary road improvements in Del Rey Oaks, CA;
5. Eucalyptus Road improvements and infiltrator repair; and
6. Other programs requiring professional support

Funding is from the FORA Community Facilities District Special Tax, Land Sales and Property taxes and may be, in part, through future private, state, and federal grants.

FORA is seeking proposals and intends to enter into a Master Services agreement with a firm providing on-call services to support Engineering Management, Bid/Contract Management, Construction Management, Site Supervision, and Research/Document Review.

## **Schedule and Statement of Qualifications (SOQ)**

| <b>Event</b>                                                | <b>Dates</b>           |
|-------------------------------------------------------------|------------------------|
| Qualified Vendor Notification and Request for Qualification | 12/14/2016             |
| Deadline To Submit Questions & Clarifications               | 17:00pm PST 12/30/2016 |
| Deadline to Submit Qualifications                           | 12:00pm PST 01/11/2017 |
| Interview Notification                                      | 01/17/2017             |
| Interview Date                                              | 01/23-27/2017          |
| Notice of Intent to Award                                   | 02/01/2017             |
| Board Review & Vote                                         | 02/10/2017             |

Interested consultants are required to submit SOQs that illustrate the capabilities of their firm and employees to provide the required services presented in the Scope of Services.

The SOQ shall include a single page Executive Summary that outlines the consultant's understanding of the project and the work. The Executive Summary shall include the name(s) of the program manager responsible to manage the services. If alternative personnel are proposed to provide full time coverage of the work, all such alternatives shall be identified within the SOQ.

Further, provide three references of other projects for which the consultant has provided similar services. The reference shall provide contact information for the identified project owner's representative and the name of the consultant's staff member who provided the similar services.

In the following discussion the words "employee or personnel" shall be taken to include both employees of the consultant and any sub-consultants proposed to be a part of the consultant's team. The SOQ's shall include letters of commitment from sub-contractors or consultants to support FORA staff for the term of the contract.

Should the consultant propose the use of alternate personnel to perform the services on a continuous basis, the consultant shall describe the method of transitioning from one employee to another with no loss of continuity. Any such transition shall be at the consultant's sole expense.

FORA reserves the right to reject or remove any consultant employee from the project for any reason related to safety, cooperation, ability, performance and/or knowledge.

FORA's review of the SOQ will focus on the experience of the consultant and the consultant's staff in performing the services required to meet the needs of this project.

## **Submittal Procedures**

Firms and sub-consultants are to submit their SOQ's with a brief transmittal letter signed by an officer qualified and empowered to bind the consultant and providing the name, title, address, telephone and fax number and email address to whom correspondence should be addressed during the selection process.

SOQ is to be submitted to:

Attention: Peter Said  
Project Manager  
Fort Ord Reuse Authority  
920 2<sup>nd</sup> Ave. Suite A  
Marina, CA 93933

To be considered, the SOQ must be in the hands of FORA no later than 12:00 noon on January 11, 2017. Interviews will be conducted with the three highest rated respondents during the week of January 23, 2017.

## **Consultant Selection Process**

The essential elements of FORA's consultant selection process are summarized below:

- A selection committee comprised of staff professionals from FORA will convene to review SOQs received.
- The selection committee will "short list" three of the most qualified consultants following a qualitative review and assessment of the responsiveness of the SOQs received.
- The selection committee will conduct interviews of the "short list" consultants. The proposed staff member(s) who will provide the services must be present during the interview.

The criteria to be utilized by the selection committee in screening SOQs, as well as in evaluating the consultant presentation/interviews, will include the following:

- Overall quality and thoroughness of the SOQs and the presentation/interview
- The project team members qualifications and experience on similar projects..
- The project team members understanding of and approach to FORA's program and project delivery needs.
- Experience of project team members working with one another.

The selection committee will rank the consultants based upon the criteria enumerated above and begin negotiations in the order of the consultant's ranking to establish an appropriate scope and agreement for services.

Upon successful completion of negotiations (provided the negotiations are successful), the FORA Board will be requested to authorize execution of an agreement, similar to **Attachment A**, between the selected candidate and FORA. The agreement will be structured as an on-call professional service agreement, and will also include a detailed schedule of hourly fee rates for all services provided per **Attachment B**.

### **Scope of Services**

The services for which an SOQ is sought are the following:

1. Engineering support to provide independent estimates, document review, public works contract review, analysis and problem solving, or other support as may be needed.
2. Creation of documents, maps, drawings or other work product as may be needed.
3. Creation or review of project specifications as may be needed.
4. Reporting of work completed, progress, and status.
5. Draft and/or review bid and contract documentation as may be needed.
6. Field observations of Contractor's work in progress with particular focus on building removal, pavement placement, compaction, grade and line as specified in the construction documents.
7. Reporting of Daily Inspections, Weekly Summary of Work in Progress, Weekly Report of Days Remaining.
8. All reports shall be on Caltrans standard forms. Daily reports shall be submitted to FORA by 12:00 noon of the day following the report period, and weekly reports shall be submitted by the end of the first working day following the reporting period.
9. Construction management assistance to the FORA Project Manager as may be required during the progress of the work to include, but is not limited to, pre-construction assistance, bid support, change control review.
10. Observation of the maintenance of "as constructed" or drawings by the Contractor with the addition of notes or written comments sufficient to support preparation of Record Drawings by the Design Engineer following completion of construction.
11. Review of progress payment requests for accuracy of quantities reported.
12. Review of Certified Payrolls for accuracy in reporting of hours worked, trades reported, numbers of employees reported, compliance with Davis-Bacon and/or California Prevailing Wage Rates and reporting of jobs creation on standard ARRA forms.
13. Attend Contractor's weekly progress meetings and daily safety meetings.
14. Knowledge of FORA specifications for the work in progress.
15. Construction surveying sufficient to control all contractor work within the project site to the lines and grades established by the construction documents.
16. Geotechnical services sufficient to assure the attainment of all soils excavation, embankment and backfill compaction specifications of the construction documents.

17. Consultant shall supply his/her own transportation with insurance coverage for PL & PD to limits of no less than stipulated for the construction contractor, communications equipment (cell phone), digital camera, and such small tools as may be required to facilitate and evaluate the work in progress, including any word processing equipment deemed necessary to prepare the required reports.
18. At the completion of the work the consultant shall provide to FORA all notes, reports, journals, other written documents, photographs, drawings and sketches regarding the work performed. Such record information shall be organized into an electronic filing system that facilitates ready recovery of the information contained. All work products and files produced are the property of FORA and must be surrendered to FORA when requested. Permission to use the files for uses other than intended requires prior written permission from FORA.
19. Perform such other duties as the work and the FORA Project Manager may require.
20. The anticipated work schedule shall be 8 hours per day, 7:00 AM to 4:00 PM with a one hour unpaid lunch hour, 5 days per week throughout the construction period unless modified in writing by FORA. Travel to and from the work site shall be paid in one direction only from the consultant's nearest place of business to the work site and shall not exceed one hour of travel time per day per consultant work category (i.e. one hour for inspector/CM, one hour for surveyor, one hour for geotechnical).

Direct questions regarding this RFP to Peter Said, Project Manager, at (831) 883-3672 between 9:00 AM and 5:00 PM.

Peter Said  
Project Manager  
Fort Ord Reuse Authority  
920 2nd Ave., Suite A  
Marina, CA 93933  
Tel: 831-883-3672  
Peter@FORA.org

List of Attachments:

- A. Sample Professional Services Contract
- B. Cost Basis Template



**ATTACHMENT A: PROFESSIONAL SERVICES CONTRACT**

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**Agreement for Professional Services**

This Agreement for Professional Services (hereinafter "Agreement") is by and between the Fort Ord Reuse Authority, a political subdivision of the State of California (hereinafter "FORA") and \_\_\_\_\_ (hereinafter "Consultant").

The parties agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with \_\_\_\_\_ services as described in Exhibit "A." Such services will be at the direction of the \_\_\_\_\_.
2. **TERM.** This Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement.
3. **COMPENSATION.** The overall maximum amount of compensation to Consultant over the full term of this Agreement is not-to-exceed \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) including travel / out of pocket expenses.  
  
FORA shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A."
4. **FACILITIES AND EQUIPMENT.** Consultant is not required to use FORA facilities or equipment for performing professional services. Consultant shall arrange to be physically present at FORA facilities to provide professional services at least during those days and hours that are agreed upon by the parties to deliver the services noted in the Scope of Services attached hereto in Exhibit "A."
5. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "B" are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. **EXHIBITS.** All exhibits referred to herein are by this reference incorporated.

IN WITNESS WHEREOF, FORA and CONSULTANT execute this Agreement as follows:

|                                                |            |
|------------------------------------------------|------------|
| FORA                                           | CONSULTANT |
| By _____                                       | By _____   |
| Michael A. Houlemard, Jr.<br>Executive Officer |            |
| _____ Date                                     | _____ Date |

Approved as to form:

\_\_\_\_\_  
Jon R. Giffen  
Authority Counsel

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**SCOPE OF SERVICES**

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1. **SCOPE of SERVICES:** The services to be performed pursuant to this Agreement are general engineering services to include but not be limited to the following:
  - a.
  - b.
2. Work shall be assigned on an as needed basis pursuant to a written work order which shall outline the timeline for the deliverables to the extent known and which shall be an essential term for the provision of said requested services. Invoices for work performed shall include reference to the Work Order, a deliverable, and shall be paid upon FORA's approval of the work product in conformance with Paragraph 7, of Exhibit B.
- 3.
4. **COMPENSATION:** Compensation shall be based on a maximum-amount-not-to-exceed-fee for the comprehensive services as described in each Work Order. The cost of reproduction is reimbursable at cost plus 5 percent (1.05 times cost).
- 5.

**GENERAL PROVISIONS**

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1. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent Consultant and shall not be an employee of FORA. FORA shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement.

2. TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities shown in Exhibit "A".

3. INSURANCE. The CONSULTANT shall provide the following minimum insurance coverage:

General Liability

- Products \$1 million
- Personal and ADV Injury \$1 million
- Each Occurrence \$2 million
- Property Damage per Occurrence \$100,000
- Property Damage Aggregate \$2 million
- Medical Expenses \$ 5,000

Professional Liability

- Each Occurrence \$1 million

Automobile:

- Combined Single Limit \$250,000/\$500,000

Workers Compensation and Employer's Liability

- Worker Compensation Statutory Limits
- Occupational Disease Statutory Limits

a. ENDORSEMENTS. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to FORA in accordance with policy provisions. Liability, umbrella and excess policies shall provide or be endorsed to provide the following: 1) For any claims related to this project, CONSULTANT'S insurance coverage shall be primary and any insurance, or self-insurance maintained FORA shall be excess of the CONSULTANT'S insurance and shall not contribute with it; and, 2) FORA, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to CONSULTANT'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 2037 if a later edition is used.

4. CONSULTANT NO AGENT. Except as FORA may specify in writing, CONSULTANT shall have no authority, express or implied to act on behalf of FORA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.

5. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT. CONSULTANT shall remove any such person immediately upon receiving notice from FORA of the desire for FORA for the removal of such person or person.

7. STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products and services of whatsoever nature, which CONSULTANT delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in CONSULTANT'S profession. FORA shall be the sole judge as to whether the product or services of the CONSULTANT are satisfactory but shall not unreasonably withhold its approval.

8. CANCELLATION OF AGREEMENT. Either party may cancel this Agreement at any time for its convenience, upon written notification. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt entitled to no further compensation for work performed after the date of receipt of written notice to cease work shall become the property of FORA.

9. PRODUCTS OF CONTRACTING. All completed work products of the CONSULTANT, once accepted, shall be the property of FORA. CONSULTANT shall have the right to use the data and products for research and academic purposes. All documents, maps, plans and other materials prepared pursuant to this agreement, although they are the consultants instrument of professional service, shall be considered, by this contract, the exclusive property of FORA, and originals of all such materials shall be presented to FORA within ten (10) days after its request. CONSULTANT may retain copies of such materials.

10. INDEMNIFY AND HOLD HARMLESS. CONSULTANT is to indemnify, defend, and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

FORA is to indemnify, defend, and hold harmless CONSULTANT, its employees and sub-consultants, from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or

defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of CONSULTANT, its officers, agents, employees or volunteers.

11. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of FORA if this provision is violated.

12. CONSULTANT- NOT PUBLIC OFFICIAL. CONSULTANT possesses no authority with respect to any FORA decision beyond the rendition of information, advice, recommendation or counsel.

13. DISPUTES. Disputes arising under this agreement shall be submitted to one non-binding mediation session. The parties shall select a mediator by mutual agreement. Failing agreement on the selection of a mediator, the mediations shall be conducted under the Judicial, Arbitration and Mediation Services ("JAMS") Rules and Procedures, but not necessarily under the auspices of JAMS. Unless the parties mutually agree otherwise, the cost of said mediation shall be divided evenly between the parties.

If the dispute is not resolved in mediation, the dispute shall be submitted for binding arbitration by a single arbitrator to the Judicial Arbitration and Mediation Services ("JAMS") in San Jose, California, with the hearing to be held in Monterey, California or at such other location(s) mutually agreed upon by the Parties. The mediator may not serve as the arbitrator. The costs of the arbitration, including all arbitration fees, and costs for the use of facilities during the hearings, shall be advanced equally by the parties to the arbitration. All such fees and costs together with attorneys' fees and costs, including expert witness costs of the Parties and attorneys' fees and costs incurred in enforcing any judgment, shall be awarded to the prevailing Party (or most prevailing Party, as decided by the arbitrator). The provisions of Sections 1282.6, 1283, and 1283.05 of the California Code of Civil Procedure shall apply to the arbitration. The arbitrator shall issue a final decision within thirty (30) days of the conclusion of testimony unless otherwise agreed to by the Parties.

**ATTACHMENT B: COST BASIS TEMPLATE**

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## Cost Proposal - Summary

Firm Fixed Price or Actual Cost-Plus-Fixed Fee

|                  |              |
|------------------|--------------|
| Consultant       |              |
| Date of Proposal | Proposal No: |

### DIRECT LABOR

|   |                                                              |             |      |
|---|--------------------------------------------------------------|-------------|------|
| A | Subtotal Direct Labor                                        |             | \$ - |
| B | Anticipated Salary Increase (Provide Escalation Calculation) |             | \$ - |
| C | Total Direct Labor Costs                                     | $[ A + B ]$ | \$ - |

### FRINGE BENEFITS

|   |                       |                  |      |
|---|-----------------------|------------------|------|
| D | Fringe Benefits: Rate | 0.0%             |      |
| E | Total Fringe Benefits | $[ C \times D ]$ | \$ - |

### MATERIAL COSTS

|   |                                 |  |      |
|---|---------------------------------|--|------|
| F | Itemized Material Cost Subtotal |  | \$ - |
|---|---------------------------------|--|------|

### EQUIPMENT COSTS

|   |                                 |  |      |
|---|---------------------------------|--|------|
| G | Itemized Material Cost Subtotal |  | \$ - |
|---|---------------------------------|--|------|

### INDIRECT COSTS

|   |                                      |                  |                           |
|---|--------------------------------------|------------------|---------------------------|
| H | Subtotal of Labor, Materials & Equip | $[ C + F + G ]$  | \$ -                      |
| I | FCCM (Cost of Money)                 |                  | \$ -                      |
| J | Overhead Rate                        | 0.0%             | $[ H + I ] \times J$ \$ - |
| K | General and Administrative Rate      | 0.0%             |                           |
| L | G & A                                | $[ H \times K ]$ | \$ -                      |
| M | Total Indirect Costs                 | $[ J + L ]$      | \$ -                      |

### FEE (Profit)

|   |                    |                          |      |
|---|--------------------|--------------------------|------|
| N | Rate               | 0.0%                     |      |
| O | Total Fixed Profit | $[ E + H + M ] \times N$ | \$ - |

### OTHER DIRECT COSTS (ODC)

|   |                                                         |                     |      |
|---|---------------------------------------------------------|---------------------|------|
| P | Travel / Milage (supported by consultants actual costs) |                     | \$ - |
| Q | Itemized ODC Subtotal                                   |                     | \$ - |
| R | Itemized Sub-Consultant Subtotal                        |                     | \$ - |
| S | Itemized Sub-Contractors Subtotal                       |                     | \$ - |
| T | ODC Subtotal                                            | $[ P + Q + R + S ]$ | \$ - |

|                   |                         |      |
|-------------------|-------------------------|------|
| <b>TOTAL COST</b> | $[ E + H + M + O + T ]$ | \$ - |
|-------------------|-------------------------|------|

**Fill In highlighted boxes only  
Do not adjust cell formulas**