



Fort Ord Reuse Authority (FORA) Request for Proposals (RFP)

Consultant Services – Completion of Draft Oak Woodland Conservation Area Map and Draft Oak Woodland Area Management and Monitoring Plan

Critical Dates:

Proposals distributed: **Tuesday, February 9, 2016**
Pre-submittal meeting: FORA may elect to hold a pre-submittal meeting
Proposal submittal due: **Friday, March 18, 2016 by 12:00 p.m., noon, PST**
Consultant Interviews: Week of March 21-25, 2016

FORA Contact:

Ted Lopez, Associate Planner
920 2nd Avenue, Suite A
Marina, CA 93933
(831) 883-3672
(831) 883-3675 Fax
ted@fora.org



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Purpose

This Request for Proposals (RFP) invites professional consultant firms (Consultant) to submit a proposal to complete a Draft Oak Woodland Conservation Area Map (Draft Area Map) and Draft Oak Woodland Area Management and Monitoring Plan (Draft Management Plan) on the former Fort Ord property. The Draft Area Map and Draft Management Plan shall address oak woodland areas in the City of Seaside (Seaside) and County of Monterey (County). Seaside and the County are respectively obligated to comply with Oak Woodland Policy B-2 and Programs B-2.1 and B-2.2, which are described in the 1997 Base Reuse Plan (BRP), and 2012 BRP Reassessment Report (Reassessment Report) (**Attachments A and B**). Further, the Consultant is directed to become familiar with additional oak woodland and tree protection policies and programs. This specifically involves BRP Recreation Policy C-1, Biologically Resources Policy C-2 and Biological Resources Programs C-2.1 through 2.6 in the BRP (**Attachment C**).

The Fort Ord Reuse Authority (FORA) is assisting Seaside and the County to meet their BRP oak woodland policies and programs obligations. FORA's assistance shall be to provide technical guidance and contract management. FORA is also assisting Seaside and the County to coordinate their respective oak woodland management efforts with the University of California, Monterey Bay Education, Science and Technology (UCMBEST), California State University Monterey Bay (CSUMB) and Monterey Peninsula College (MPC). At the recommendation of the FORA Board, the City of Marina (Marina) and California Department of Veterans Affairs (CDVA) will also become part of the coordination effort. The CDVA requested FORA's assistance to prescribe 3-4 options to mitigate veteran cemetery impacts to oak woodland.

Although not mandated in the oak woodland policies and programs, FORA will conduct a public participation process that engages community members and stakeholders. Key aspects of this public participation process are closely work with Seaside and County representatives to create a product that each jurisdiction may consider for approval.

The selected Consultant shall effectively, competently and diplomatically administer the activities discussed herein. The final result shall be a Draft Area Map and Draft Management Plan for consideration by the City of Seaside and the County of Monterey.

Background

The BRP underwent a comprehensive reassessment process that concluded in December 2012. The BRP Reassessment Report identified five categories of policy issues that required specific attention, Category III are items yet to be completed. Policy B-2 and Programs B-2.1 and B-2.2 are Category, III items that require oak woodland conservation plans by Seaside and the County.

Initially, Seaside and the County agreed to complete their own oak woodland conservation plans. Each jurisdiction owned parcels (i.e. polygons) that targeted oak woodland management (**Attachment D Polygon Map Fig 1**). Over a period of time, jurisdictional land-swaps and proposed residential and commercial development caused a shift in parcels that required oak woodland management (**Attachments E Polygon Map Fig 2 and F Polygon Map Fig 3**). A severe downturn

in the local economy also exacerbated each jurisdiction's ability to complete their Category III policies and programs.

In 2014, the FORA Board directed staff to assist jurisdictions with their Category III items. Subsequently, FORA convened a jurisdiction staff-level working group to coordinate Seaside and County oak woodland conservation strategies. In June 2015, the CDVA requested FORA assist in their oak woodland mitigation requirements for the California Central Coast Veterans Cemetery.

In December 2015, the FORA Board received a staff report regarding the preparation of an Administrative Draft RFP. The FORA Board directed FORA staff to return to the January 8, 2016 meeting for Board authorization, which was received.

Context

FORA's mission is to prepare, adopt, finance, and implement a plan for the former Fort Ord, including land use, transportation systems, conservation of land/water, recreation and business operations. In order to meet these objectives, the BRP was adopted in 1997. FORA adopted the BRP as the official local regional plan to enhance and deliver promised economic recovery, while protecting designated natural resources.

Scope of Services

Task 1: Background Data Collection and Context

The Consultant shall collect all data and information resources from the City of Seaside (Seaside), County of Monterey (County), California Department of Veterans Affairs (CDVA), Fort Ord Reuse Authority (FORA) and other identified sources.

FORA shall provide to the consultant all available data sources from the 1997 Base Reuse Plan (BRP), 1997 BRP Final Program Environmental Impact Report, 1997 Installation Wide Multispecies Habitat Management Plan, GIS data, and development project site specific information currently available.

The Consultant shall obtain and review the relevant background data through the lens of accomplishing 1997 BRP, Biological Resources Policy B-2 and Programs B-2.1 and B-2.2 pertaining to Seaside and County.

Further, the Consultant is to account for the additional oak woodland and tree protection policies and programs identified in the BRP. This shall specifically involve Recreation Policy C-1, Biologically Resources Policy C-2 and Biological Resources Programs C-2.1 2.2, 2.3, 2.4, 2.5 and 2.6. These policies and programs shall be noted in context with Seaside and County general plan policies and ordinances affecting oak trees.

The Consultant shall clearly and methodically differentiate between existing planning documents and planning documents currently under consideration. In particular, the Seaside General Plan Update and Fort Ord Multispecies Habitat Conservation Plan are planning documents under preparation, while the 2004 Seaside General Plan and Installation-wide Multispecies Habitat Management Plan are completed.

The Consultant shall include the services of a qualified biologist or arborist to research, quantify, review, and analyze oak woodland area to submit a background/data report in support of an Administrative Draft Oak Woodland Conservation Area Map (Draft Area Map) and Draft Oak Woodland Area Management and Monitoring Plan (Draft Management Plan).

Deliverables:

- The Consultant shall prepare a background/data report for future use in preparation of a Draft Area Map and Draft Management Plan.

Task 2: Public Participation Process

The Consultant shall develop a public participation plan. The primary focus of the public participation plan is to outline a process to solicit public comment regarding oak woodland conservation. FORA staff anticipates that meetings will foster active discussion from a number of stakeholders.

The Consultant shall develop and conduct 2 community project initiation meetings to include the participation of Seaside, County and other jurisdictions/stakeholders.

The Consultant shall also develop and conduct 2 workshops and 2 open-house presentations to disclose its findings and present a Draft Area Map and Draft Management Plan.

The Consultant shall also include the services of a qualified biologist or arborist to participate in the community project initiation meetings, workshop meetings and open-house meetings.

Deliverables:

- The Consultant is required to deliver 2 community project initiation meetings: 1 for Seaside, 1 for County.
- The Consultant is required to deliver 2 workshop meetings: 1 for Seaside, 1 for County.
- The Consultant is required to deliver 2 open-house meetings: 1 for Seaside, 1 for County.

Task 3: Agency Presentation Process

The Consultant and its included arborist/biologist shall conduct Draft Area Map and Draft Management Plan presentations to Seaside and the County.

The Consultant shall develop and conduct 2 presentations to Seaside: 1 shall be delivered to the City Council and 1 to a citizen advisory commission of Seaside's choosing.

The Consultant shall conduct 2 presentations to the County: 1 shall be delivered to the Board of Supervisors and 1 shall be delivered to a citizen advisory commission of County's choosing.

Deliverables:

- The Consultant is required to deliver 2 agency presentations to Seaside City Council and citizen advisory commission.
- The Consultant is required to deliver 2 agency presentations to County Board of Supervisors and citizen advisory commission.
- The Consultant shall provide copies of the deliverables for distribution to Marina, CSUMB, et al.

Task 4: City of Marina Participation Process

The Board directed staff to include Marina as a participant in this oak woodlands planning. Marina's role shall be to conduct public outreach meetings that take advantage of Seaside and County efforts to conserve oak woodlands.

The Consultant shall develop and conduct 2 presentations to Marina: 1 shall be delivered to the City Council and 1 to a citizen advisory commission of Marina's choosing.

Deliverables:

- The Consultant is required to deliver 2 presentations to the City of Marina.

Task 5: California Department of Veterans Affairs – FORA Assistance

In June 2015, the CDVA requested FORA assistance with developing mitigation measures for the California Central Coast Veterans Cemetery. FORA assistance is to consist of 3-4 options to mitigate veteran cemetery impacts to oak woodland.

Subsequently, the Consultant shall prepare an oak woodlands conservation mitigation strategy for the CDVA Veterans Cemetery project. This shall also include the sharing of data, information and proposed management strategies that result in a seamless process for oak woodlands conservation with Seaside and the County.

Deliverables:

- The Consultant is required to conduct up to 2 consultant meetings with CDVA representatives.
- The Consultant is required to develop 3-4 options to mitigate veteran cemetery oak woodland impacts and present them to the CDVA.
- The Consultant is required to share a Draft Area Map, data, information and all proposed strategies with CDVA.
- The Consultant shall produce a draft CDVA - Oak Tree Mitigation and Strategy report for CDVA.
- The Consultant is required to deliver 1 presentation to CDVA to collect comment on the draft CDVA - Oak Tree Mitigation and Strategy report.
- The Consultant is to revise the draft CDVA - Oak Tree and Mitigation Strategy Report into a final report.

Task 6: Draft Oak Woodland Conservation Draft Area Map

Based upon input and information received and data collected, the Consultant shall complete a final Draft Area Map. The Consultant shall use all resources collected in Task 1 and within the polygons identified in BRP Biological Resources Policy B-2 and Programs B-2.1 and B-2.2 for Seaside and the County to complete an Area Map. The Consultant shall also incorporate general context for oak woodland and tree protection policies and programs as discussed in Recreation Policy C-1, Biological Resources Policy C-2 and Biological Resources Programs C-2.1, 2.2, 2.3, 2.4, 2.5 and 2.6.

The Consultant shall also coordinate oak woodland conservation planning with Marina. This shall include the sharing of data, information and proposed strategies that result in a coordinated process for oak management in Seaside and the County.

The Consultant shall also incorporate all information collected from Task 1 and Task 2 into the preparation of a Draft Area Map.

Deliverables:

- The Consultant is required to coordinate and conduct up to 12 meetings as described in Task 2, Task 3, Task 4, and Task 5.
- The Consultant is required to prepare a Draft Area Map.
- The Consultant shall also include the services of a qualified biologist or arborist to prepare a final Draft Area Map.

Task 7: Draft Oak Woodland Management and Monitoring Plan

Using the final Draft Area Map, and input from the public participation process, the Consultant will prepare a final Draft Management Plan that includes a resource and monitoring strategy.

The Consultant shall receive feedback by Task 2 and Task 3 participants during coordination meetings as it develops the Draft Management Plan. The Consultant shall also include input, ideas and best practices identified by Task 2 and Task 3 participants to complete the Draft Management Plan. The Consultant shall use the Draft Management Plans for Seaside and County in conducting 1 workshop and 2 open-house presentations described in Task 2. At the conclusion of the public participation process, the consultant shall present the Draft

The Draft Management Plan will specify and include coordination of management measures with the Fort Ord Coordinated Resource Management Planning team (CRMP). The Draft Management Plan shall require, but not be limited to, the following:

Deliverables

- The Maintenance of a large, contiguous block of oak woodland habitat.
- Access control.
- Erosion control.
- Non-native species eradication.
- Monitoring measures in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement.
- Submission of annual monitoring reports to the CRMP.
- Draft Oak Woodland Management Plans for Seaside and County.
- Presentation of a Draft Management Plans to the Fort Ord CRMP for their feedback.

Task 8: Environmental Documents Review and Analysis

The Consultant shall conduct a thorough analysis of available environmental documents that pertain to oak woodland preservation, conservation and management adopted plans and policies previously prepared by Seaside, County, FORA, Marina, CDVA and other jurisdictions. The Consultant shall focus on compliance with the California Environmental Quality Act (CEQA).

The Consultant or an associate CEQA counsel shall craft a legal opinion recommending to Seaside and the County an approach for complying with CEQA law prior to each entity adopting or approving the Draft Area Map and Draft Management Plan.

Deliverables:

- A legal opinion recommending how Seaside and the County should approach CEQA compliance in considering a Draft Area Map and Draft Management Plan.

Task 9: Revised Draft Oak Woodland Area Management and Monitoring Plan

The Consultant shall make appropriate revisions to the Draft Management Plan and produce a Final Draft Management Plan to circulate for public review and comment.

The Consultant shall use this Final Draft Management Plan to continue and complete Task 2 and Task 3 activities. The Consultant shall make all necessary changes to the draft plan following Task 2 and Task 3 activities. This phase shall require, but not be limited to, the following.

Deliverables:

- The Consultant is required to deliver Draft Management Plans for Seaside and County.
- The Consultant shall develop/conduct up to 4 presentation meetings as directed by FORA.
- The Consultant shall conduct up to 4 presentations as described in Task 3.

Task 10: Final – Draft Oak Woodland Area Management and Monitoring Plan

The Consultant shall make appropriate revisions to the draft Management and Monitoring Plan and produce a Final – Draft Management and Monitoring Plan to comply with BRP Reassessment Report Biological Resources Policy B-2 and Programs B-2.1 and B-2.2 for Seaside and the County.

The Consultant shall produce the following.

Deliverables:

- City of Seaside Final – Draft Management Plan.
- County of Monterey Final - Draft Management Plan.

Task 11: Mutual Responsibilities Related to Scope of Services

Close cooperation will be required between FORA staff, Seaside staff, County staff, CDVA staff and Consultant. The mutual responsibilities related to Scope of Services are as follows:

- FORA staff will provide a project manager as a single point of contact.
- FORA staff, from a range of divisions shall attend and participate in project meetings as appropriate.
- FORA staff will support the consultant's public engagement throughout the project and solicit the attendance of third parties whose participation FORA deems important.
- FORA will make every effort to ensure the attendance of elected officials, committee members, and stakeholders as appropriate at key meetings and presentations.
- FORA will provide appropriate meeting room(s) for any public engagement meetings, workshops, presentations, and studio workspace, including securing the space.
- Consultant shall provide FORA staff with monthly project status reports (1 page).

End of Scope of Work

Contents of Proposal

Submitted proposals must be structured to address the skills, experience, and abilities needed to complete the required CEQA process, as generally described in the attached Scope of Services. **In your proposal (30 pages or less), FORA requires the following:**

- How your consultant firm and/or team will complete the work.
- A project schedule/timeline to complete the work.
- A project cost estimate to complete the work.
- A list of team members and/or sub-consultants that will work on the project.
- Statement of Qualifications.
- Examples of relevant experience providing like services.
- Three recent client references.
- An alternative approach for Seaside and County to meet their respective obligations with Oak Woodland Policy B-2 and Programs B-2.1 and B-2.2 which is described in the BRP (no more than 2 pages).
- FORA is committed to equal opportunity in solicitation of professional service consultants doing business with or receiving funds from FORA. FORA encourages prime consultants to share this commitment and submit a written statement to that effect.

Proposal Submission Instructions

Eight (8) bound copies and one electronic CD copy on the proposal must be submitted, with all copies having been signed by the individual or, if a company, the company official with the power to bind the company in its proposal.

Questions regarding this RFP and FORA's specific submission requirements may be directed to Ted Lopez, Associate Planner. Mr. Lopez may be reached by telephone at (831) 883-3672, or email: ted@fora.org.

The Proposal is due no later than, Friday, March 18, 2016 by 12:00 pm, noon, PST to:

Ted Lopez, Associate Planner
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

Proposals received after the deadline will NOT be considered.

Submittal Evaluation Criteria

The RFP submittal will be evaluated on the following factors:

- Demonstrated ability to competently and efficiently complete process for complex land use issues and oak woodlands management and conservation policies.
- Demonstrated subject matter experience and knowledge in preparing or implementing forest management and monitoring plans or protocols.
- Merits of materials included in your proposal as described in Contents of Proposal.
- Timelines and Cost Estimates as described in Contents of Proposal.

Tentative Schedule

RFP distributed:	Tuesday, February 9, 2016
Pre-submittal meeting:	FORA reserves right to hold pre-submittal
Proposal submittal due:	Friday, March 18, 2016 by 12:00 noon
Consultant Interviews:	Week of March 21-25, 2016
Consultant Selection/Award	March 2016
Contract Work Begins:	April 2016
Estimated Completion:	December 2016

Addenda

Any subsequent changes in the RFP from the date of issuance to the date of submittal, such as that which might result from input at the pre-proposal conference, will go into an addendum by FORA staff to those parties who have provided the proper notice of interest in responding to the RFP. We encourage all potential proposers to register their intent to submit by phone, mail or e-mail to make sure that they receive notice of addenda on a timely basis.

Equal Opportunity Program Requirements

FORA is committed to equal opportunity in solicitation of professional service consultants doing business with, or receiving funds from FORA. FORA encourages prime consultants to share this commitment.

Acceptance of Contract

Subsequent to the selection of the awarded consulting firm, the contents of the proposal shall become a contractual obligation if a contract ensues. Failure of a consultant to accept this obligation will result in the cancellation of the contract award.

Prime Consultant Responsibilities

The selected consultant will be required to assume responsibility for all services offered in their proposal. The selected consultant will be the sole point of contact with regards to contractual matters, including payment of any and all charges resulting from the contract.

Disclosure

As a general rule, all documents received by FORA are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

Terms and Conditions

Issuance of the RFP does not commit FORA to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the FORA Board.

FORA reserves the right to retain all proposals for a period of sixty (60) days for examination and comparison. FORA also reserves the right to waive non-material irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations.

Once the consultant is selected and all scoping and financial negotiations are completed, the consultant will be asked to execute FORA's Standard Professional Services Agreement (**Attachment G**) and return it to FORA with all necessary documentation including Certificates of Insurance. Once the Authority Counsel has reviewed and approved the signed agreement, a presentation will be scheduled for approval of the contract by the FORA Board, if appropriate.

All studies, reports, documents, and other materials prepared by or in possession of the consultant as part of work or services under the contract shall include electronic copies where possible and shall become the permanent property of FORA and shall be delivered to FORA upon demand.

Online Resources

In carrying out this work a number of documents from various sources may be reviewed:

- [FORA Website](#)
- [Base Reuse Plan](#)
- [Reassessment Report](#)
- [City of Marina](#)
- [General Plan & Related Documents](#)
- [Municipal Code](#)
- [City of Seaside](#)
- [General Plan & Related Documents](#)
- [Zoning Code](#)
- [County of Monterey](#)
- [Fort Ord Master Plan \(2001\)](#)

Development Project Links:

- [Marina Heights](#)
- [The Dunes at Monterey Bay](#)
- [Seaside Resort](#)
- [East Garrison Specific Plan](#)
- [East Garrison Pattern Book](#)
- [Veterans Cemetery](#)
- [Monterey Downs](#)
- [UC Monterey Bay Education, Science and Technology \(UC MBEST\) Master Plan](#)
- [Cypress Knolls](#)

Attachments

The RFP attachments referenced consist of the following:

- A. RFP – Oak Woodland (City of Seaside).
- B. RFP – Oak Woodland (County of Monterey).
- C. RFP – Oak Woodland (general context).
- D. Polygon Map Fig 1.
- E. Polygon Map Fig 2.
- F. Polygon Map Fig 3.
- G. FORA Standard Professional Services Agreement.

Firebreaks should be designed to protect structures in Polygon 31b from potential wildfires in Polygon 31a. Barriers should be designed to prohibit unauthorized access into Polygon 31a. [Topic III-85]

Responsible Agency: Del Rey Oaks

Status – Del Rey Oaks: Deed restrictions require implementation and compliance with HMP habitat management requirements. MOA and HMP Implementing/Management Agreement with FORA also requires compliance with HMP requirements. To date, no development adjacent to habitat areas is approved.

Biological Resources Policy B-2: As site-specific development plans for a portion of the Reconfigured POM Annex Community (Polygon 20c) and the Community Park in the University Planning Area (Polygon 18) are formulated, the City shall coordinate with Monterey County, California State University, FORA and other interested entities in the designation of an oak woodland conservation area connecting the open space lands of the habitat management areas on the south of the landfill polygon (8a) in the north.

Program B-2.1: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall ensure that those areas are managed to maintain or enhance habitat values existing at the time of base closure so that suitable habitat is available for the range of sensitive species known or expected to use these oak woodland environments. Management measures shall include, but not limited to maintenance of a large, contiguous block of oak woodland habitat, access control, erosion control and non-native species eradication. Specific management measures should be coordinated through the CRMP. [Topic III-86]

Responsible Agency: Seaside

Status – Seaside: An oak woodland conservation area has not been designated. Planning for Polygon 20c recently commenced with the City's processing of the Monterey Downs, Monterey Horse Park, and Veterans' Cemetery projects.

Program B-2.2: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall monitor, or cause to be monitored, those areas in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement and shall submit annual monitoring reports to the CRMP. [Topic III-87]

Responsible Agency: Seaside

Status – Seaside: An oak woodland conservation area has not been designated, therefore, no monitoring has occurred.

Biological Resources Policy B-2: As site-specific planning proceeds for Polygons 8a, 16, 17a, 19a, 21a, and 21b, the County shall coordinate with the Cities of Seaside and Marina, California State University, FORA and other interested entities in the designation of an oak woodland conservation area connecting the open space lands of the habitat management areas on the south, the oak woodland corridor in Polygons 17b and 11a on the east, and the oak woodlands surrounding the former Fort Ord landfill in Polygon 8a on the north. Oak woodlands areas are depicted in Figure 4.4-1

Program B-2.1: For lands within the jurisdictional limits of the County that are components of the designated oak woodland conservation area, the County shall ensure that those areas are managed to maintain or enhance habitat values existing at the time of base closure so that suitable habitat is available for the range of sensitive species known or expected to use those oak woodland environments. Management measures shall include, but not be limited to maintenance of

Firebreaks should be designed to protect structures in Polygon 31b from potential wildfires in Polygon 31a. Barriers should be designed to prohibit unauthorized access into Polygon 31a. [Topic III-85]

Responsible Agency: Del Rey Oaks

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Program B-2.1: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall ensure that those areas are managed to maintain or enhance habitat values existing at the time of base closure so that suitable habitat is available for the range of sensitive species known or expected to use these oak woodland environments. Management measures shall include, but not limited to maintenance of a large, contiguous block of oak woodland habitat, access control, erosion control and non-native species eradication. Specific management measures should be coordinated through the CRMP. [Topic III-86]

Responsible Agency: Seaside

Status— Seaside: An oak woodland conservation area has not been designated. Planning for Polygon 20c recently commenced with the City's processing of the Monterey Downs, Monterey Horse Park, and Veterans' Cemetery projects.

Program B-2.2: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall monitor, or cause to be monitored, those areas in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement and shall submit annual monitoring reports to the CRMP. [Topic III-87]

Responsible Agency: Seaside

Status— Seaside: An oak woodland conservation area has not been designated, therefore, no monitoring has occurred.

Biological Resources Policy B-2: As site-specific planning proceeds for Polygons 8a, 16, 17a, 19a, 21a, and 21b, the County shall coordinate with the Cities of Seaside and Marina, California State University, FORA and other interested entities in the designation of an oak woodland conservation area connecting the open space lands of the habitat management areas on the south, the oak woodland corridor in Polygons 17b and 11a on the east, and the oak woodlands surrounding the former Fort Ord landfill in Polygon 8a on the north. Oak woodlands areas are depicted in Figure 4.4-1

Program B-2.1: For lands within the jurisdictional limits of the County that are components of the designated oak woodland conservation area, the County shall ensure that those areas are managed to maintain or enhance habitat values existing at the time of base closure so that suitable habitat is available for the range of sensitive species known or expected to use those oak woodland environments. Management measures shall include, but not be limited to maintenance of

large, contiguous block of oak woodland habitat, access control, erosion control and non-native species eradication. Specific management measures should be coordinated through the CRMP. [Topic III-88]

Responsible Agency: County

Status – Monterey County: An oak woodland conservation area has not been designated. HMP habitat/development designations were revised for some of these polygons as part of the East Garrison/Parker Flats Land Swap Agreement (LSA). Planning for this area is being conducted by the City of Seaside on behalf of Monterey County, as the City processes the application for the Monterey Downs, Monterey Horse Park, and Veterans’ Cemetery projects.

Program B-2.2: For lands within the jurisdictional limits of the County that are components of the designated oak woodland conservation area, the County shall monitor, or cause to be monitored, those areas in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement and shall submit annual monitoring reports to the CRMP. [Topic III-89]

Responsible Agency: County

Status – Monterey County: An oak woodland conservation area has not been designated. HMP habitat/development designations were revised for some of these polygons as part of the East Garrison/Parker Flats Land Swap Agreement (LSA).

Biological Resources Policy C-2: The [jurisdiction] shall encourage the preservation and enhancement of oak woodland elements in the natural and built environments. Refer to Figure 4.4-1 for general location of oak woodlands in the former Fort Ord.

Program C-2.1: The City shall adopt an ordinance specifically addressing the preservation of oak trees. At a minimum, this ordinance shall include restrictions for the removal of oaks of a

certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed. [Topic III-90]

Responsible Agency: Seaside

Status – Seaside: The City’s tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland.

Program C-2.2: [Marina] **Program C-2.5** [Seaside] **Program C-2.4** [County] Where development incorporates oak woodland elements into the design, the [jurisdiction] shall provide the following standards for plantings that may occur under oak trees; 1) planting may occur within the dripline of mature trees, but only at a distance of five feet from the trunk and 2) plantings under and around oaks should be selected from the list of approved species compiled by the California Oaks Foundation (see Compatible Plants Under and Around Oaks). [Topic III-91]

Responsible Agencies: Marina, Seaside, County

Status – Marina: The City’s tree ordinance, Chapter 17.51 of the municipal code, does not specifically address oak trees or oak woodland.

Status – Seaside: The City’s tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland.

Status – Monterey County: The County’s tree ordinance, Chapter 16.60 of the County code, restricts the removal of oak trees. Replacement planting standards are not included in the code.

Biological Resources Policy D-2: The [jurisdiction] shall encourage and participate in the preparation of educational materials through various media sources which describe the biological resources on the former Fort Ord, discuss the importance of the HMP and



Program B-1.2: The City of Seaside shall require that all development within the Regional Retail and Golf Course Housing Districts incorporate land-scape buffers adequate to visual intrusion into the State Highway 1 Scenic Corridor.

Recreation Policy B-2: The City of Seaside shall establish landscape gateways into the former Fort Ord along major transportation corridors to establish a regional landscape character.

Objective C: Promote the goals of the Habitat Management Plan through the sensitive siting and integration of recreation areas which enhance the natural community.

Recreation Policy C-1: The City of Seaside shall establish an oak tree protection program to ensure conservation of existing coastal live oak wood lands in large corridors within a comprehensive open space system. Locate local and regional trails within this system.

Objective D: Establish a system of community and neighborhood parks which provide recreation opportunities reflective of local community standards.

Recreation Policy D-1: The City of Seaside shall designate and locate park facilities to adequately serve the current and projected population of Seaside within the former Fort Ord for both active recreation as well as to provide for passive uses such as scenic vistas, fish and wildlife habitat, and nature study.

Recreation Policy D-2: The City of Seaside shall develop active parkland within the former Fort Ord within the 2015 time frame which reflects the adopted City of Seaside standard of 2 acres of neighborhood parkland and 1 acre of community parkland per 1,000 population.

Recreation Policy D-3: The City of Seaside shall maximize use of existing former military recreation facilities as a catalyst for creation of quality parks and recreation opportunities.

Recreation Policy D-4: The City of Seaside shall develop a plan for adequate and long-term maintenance for every public park prior to construction.

Objective E: Create opportunities for economic revitalization of the former Fort Ord through encouragement of commercial recreation opportunities in appropriate settings.

Recreation Policy E-1: Seaside shall identify an appropriate amount of commercial recreation opportunity sites in compatible settings to ensure that these recreation opportunities are realized. These uses will be considered compatible land uses where identified.

Program E-1.1: The City of Seaside shall designate the existing golf course as a recreation opportunity site, and to be operated as a commercial venture.

Objective F: Create a unified system of hiker/ biker and equestrian trails which links all sectors of the former Fort Ord and encourages alternative means of transportation.

Recreation Policy F-1: The City of Seaside shall reserve sufficient space within key transportation arterials to accommodate paths for alternative means of transportation.



Program B-3.2: The City should incorporate wetland features into stormwater control facilities to the extent practicable.

Objective C: Avoid or minimize disturbance to natural land features and habitats through sensitive planning, siting and design as new development is proposed in undeveloped lands.

Biological Resources Policy C-1: The City shall encourage that grading for projects in undeveloped lands be planned to complement surrounding topography and minimize habitat disturbance.

Program C-1.1: The City shall encourage the use of landform grading techniques for 1) projects involving major changes to the existing topography, 2) large projects with several alternative lot and roadway design possibilities, 3) projects with known geological problem areas, or 4) projects with potential drainage problems requiring diverters, dissipaters, debris basins, etc.

Biological Resources Policy C-2: The City shall encourage the preservation and enhancement of oak woodland elements in the natural and built environments. Refer to Figure 4.4-1 for general location of oak woodlands in the former Fort Ord.

Program C-2.1: The City shall adopt an ordinance specifically addressing the preservation of oak trees. At a minimum, this ordinance shall include restrictions for the removal of oaks of a certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed.

Program C-2.2: When reviewing project plans for developments within oak woodlands, the City shall cluster development wherever possible so that contiguous stands of oak trees can be maintained in the non-developed natural land areas.

Program C-2.3: The City shall require project applicants to submit a plot plan of the proposed development which: 1) clearly shows all existing trees (noting location, species, age, health, and diameter; 2) notes whether existing trees will be retained, removed or relocated, and 3) notes the size, species, and location of any proposed replacement trees.

Program C-2.4: The City shall require the use of oaks and other native plant species for project landscaping. To that end, the City shall recommend collection and propagation of acorns and other plant material from Fort Ord oak woodlands to be used for restoration areas or as landscape material.

Program C-2.5: The City shall provide the following standards for plantings that may occur under oak trees; 1) plantings may occur within the dripline of mature trees, but only at a distance of five feet from the trunk and 2) plantings under and around oaks should be selected from the list of approved species compiled by the California Oak Foundation (see Compatible Plants Under and Around Oaks).

Program C-2.6: The City shall require that paving within the dripline of preserved oak trees be avoided wherever possible. To minimize paving impacts,



the surfaces around tree trunks should be mulched, paving materials should be used that are permeable to water, aeration vents should be installed in impervious pavement, and root zone excavation should be avoided.

Biological Resources Policy C-3: Lighting of outdoor areas shall be minimized and carefully controlled to maintain habitat quality for wildlife in undeveloped natural lands. Street lighting shall be as unobtrusive as practicable and shall be consistent in intensity throughout development areas adjacent to undeveloped natural lands.

Program C-3.1: The City shall review lighting and landscape plans for all developments adjacent to undeveloped natural lands to ensure consistency with Policy C-3.

Objective D: Promote awareness and education concerning the biological resources on the former Fort Ord.

Biological Resources Policy D-1: The City shall require project applicants to implement a contractor education program that instructs construction workers on the sensitivity of biological resources in the vicinity and provides specifics for certain species that may be recovered and relocated from particular development areas.

Program D-1.1: The City shall participate in the preparation of a contractor education program with other Fort Ord land use jurisdictions. The education program should describe the sensitivity of biological resources, provide guidelines for protection of special status biological resources during ground disturbing activities at the former Fort Ord, and outline penalties and enforcement actions for take of listed species under Section 9 of the Endangered Species Act and Section 2080 of the Fish and Game Code.

Program D-1.2: The City shall provide project applicants specific information on the protocol for recovery and relocation of particular species that may be encountered during construction activities.

Biological Resources Policy D-2: The City shall encourage and participate in the preparation of educational materials through various media sources which describe the biological resources on the former Fort Ord, discuss the importance of the HMP and emphasize the need to maintain and manage the biological resources to maintain the uniqueness and biodiversity of the former Fort Ord.

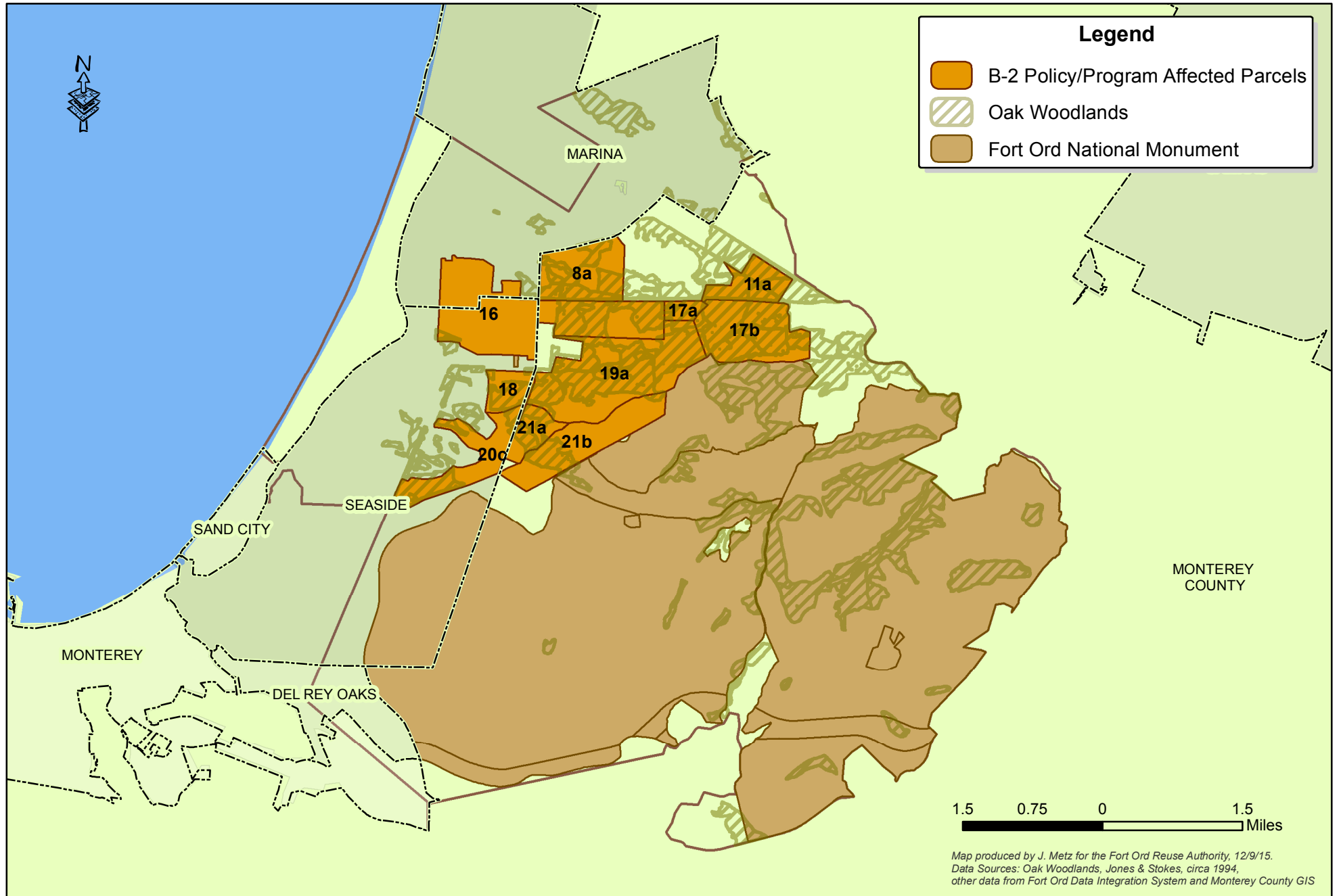
Program D-2.1: The City shall develop interpretive signs for placement in habitat management areas. These signs shall describe resources present, how they are important to the former Fort Ord, and ways in which these resources are or can be protected.

Program D-2.2: The City shall coordinate production of educational materials through the CRMP process.

Program D-2.3: Where development will be adjacent to habitat management areas, corridors, oak woodlands, or other reserved open space, the City shall

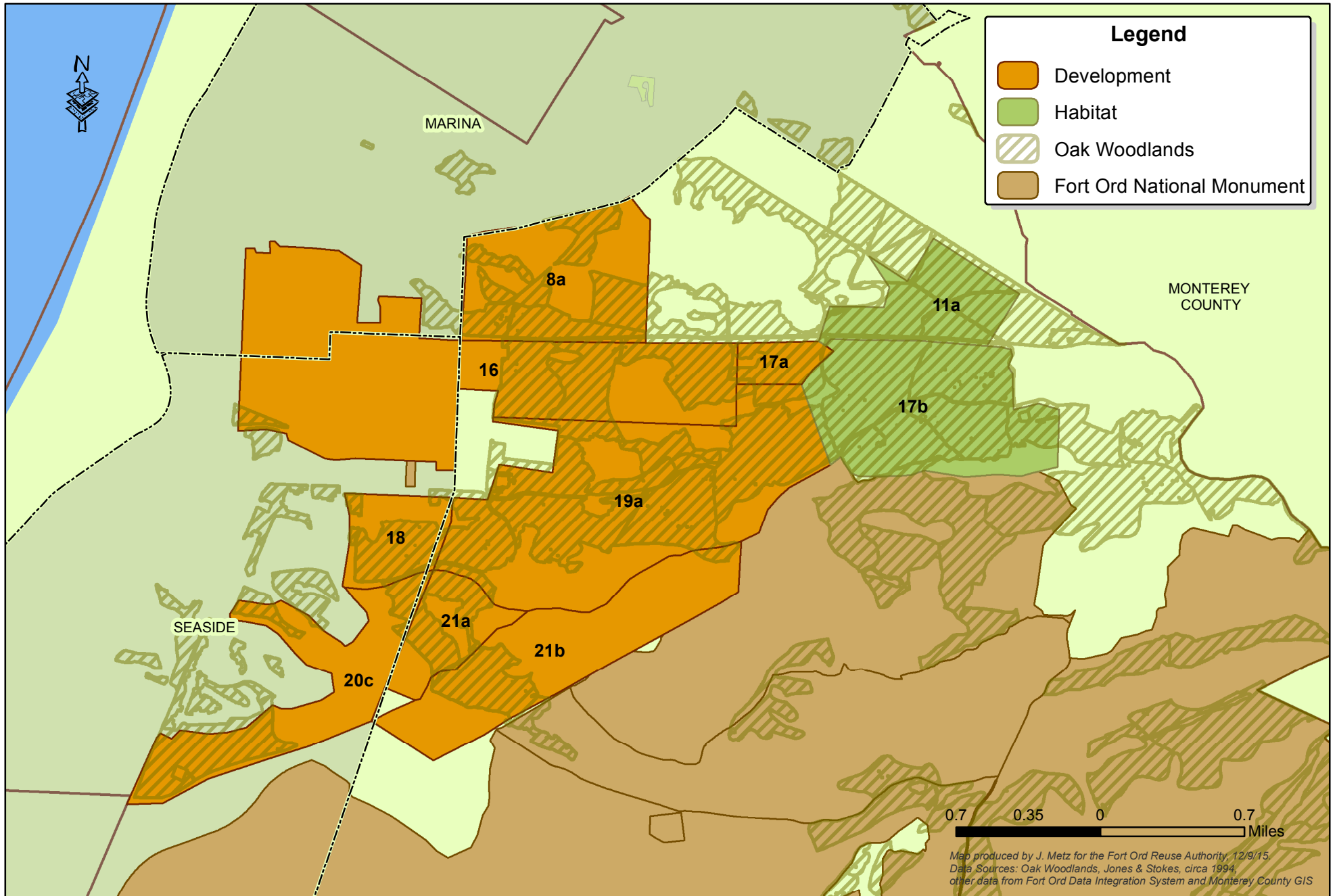


1997 Base Reuse Plan B-2 Policy/Program Affected Polygons on the Former Fort Ord, Monterey County, California.



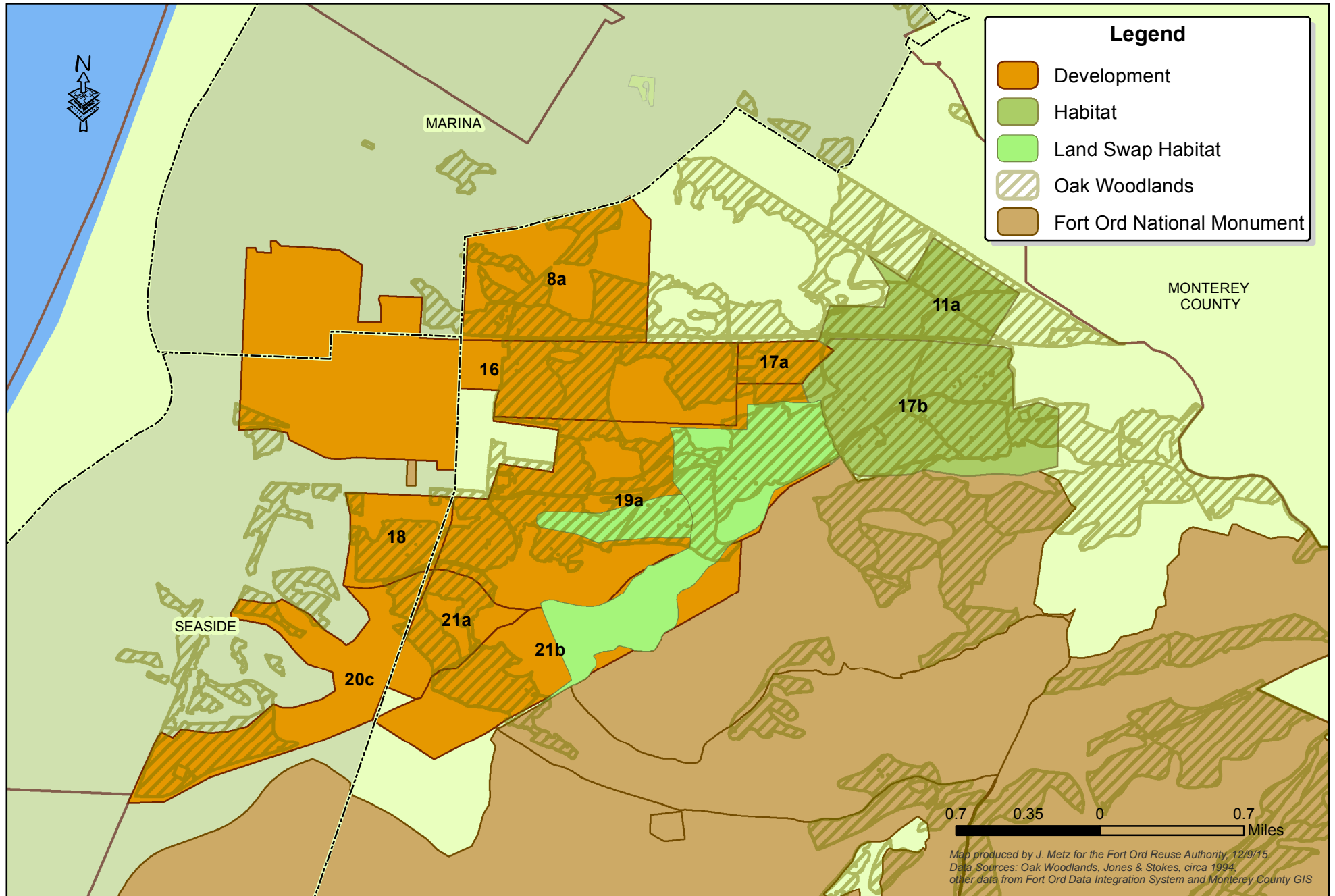


Planned Development Status of 1997 Base Reuse Plan B-2 Policy/Program Affected Polygons on the Former Fort Ord, Monterey County, California.





Post Land Swap - Planned Development Status of 1997 Base Reuse Plan B-2 Policy/Program Affected Polygons on the Former Fort Ord, Monterey County, California.



Agreement No. FC-xxxxxxx

This Agreement for Professional Services ("Agreement") is by and between the Fort Ord Reuse Authority, a public corporation of the State of California ("FORA") and _____ ("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 Scope of Services, (referred to and attached as Exhibit A). Such services will be at the direction of the Fort Ord Reuse Authority Board of Directors and/or the FORA's Executive Officer.
2. TERMS. CONSULTANT shall commence work under this Agreement on _____ and will diligently perform the work under this Agreement until _____ or until the work as described in Exhibit A has been completed to the satisfaction of FORA, whichever comes first. The term of the Agreement may be extended only by a writing signed on behalf of both FORA and CONSULTANT.
3. COMPENSATION AND OUT-OF-POCKET EXPENSES. The overall maximum amount of compensation to CONSULTANT the full term of this Agreement shall not exceed _____, including 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, under the heading _____.
4. FACILITIES AND EQUIPMENT. CONSULTANT is not required to use FORA facilities or equipment for performing professional services. At the Executive Officer's request, CONSULTANT shall arrange to be physically present at FORA facilities to provide professional services at least during those days and hours that are mutually agreed upon by the parties to enable the delivery of the services described 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 as attached hereto are by this reference incorporated herein.

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

FORA

CONSULTANT

By _____
Michael A. Houlemard, Jr. Date
Executive Officer

By _____
Consultant Signature Date
Title

Approved as to form:

Jon R. Giffen, Authority Counsel

EXHIBIT A Scope of Services

EXHIBIT B

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.
2. TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for performance of CONSULTANT'S obligations pursuant to and in accordance with this Agreement. CONSULTANT shall adhere to the Work Tasks shown in Exhibit A.
3. INSURANCE. CONSULTANT shall maintain motor vehicle insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$100,000/\$300,000.
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 without the prior written consent of the other party. Any attempted or purported assignment without such consent 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, provides written request for the removal of any person or persons assigned by CONSULTANT, CONSULTANT shall remove any such person immediately upon receiving such request.
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 performed in accordance to this Agreement, but shall not unreasonably withhold it's 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 up to and including the date of receipt of such notice, but shall not be entitled to any further compensation for work performed after the date of receipt of written notice to cease work.

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.

10. INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall 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 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 shall indemnify 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 or grossly negligent acts, errors or omissions by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, excluding the concurrent or successive negligence of CONSULTANT, its officers, agents, employees or sub-consultants.

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. FORCE MAJEURE. In no event shall either CONSULTANT or FORA have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of either party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; labor dispute or shortage; national emergency; insurrection; riot; or war