

ORIGINAL
Fort Ord
Reuse Authority

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING CONCERNING POSSIBLE
REDEVELOPMENT OF LAND IN THE CITY OF MARINA ON THE FORMER FORT
ORD, OWNED BY THE TRANSPORTATION AGENCY OF MONTEREY COUNTY,
AND THE CITY OF MARINA REDEVELOPMENT AGENCY AND MONTEREY
SALINAS TRANSIT**

BY AND BETWEEN

**THE TRANSPORTATION AGENCY OF MONTEREY COUNTY, THE CITY OF
MARINA REDEVELOPMENT AGENCY, MONTEREY SALINAS TRANSIT AND THE
FORT ORD REUSE AUTHORITY**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into between the TRANSPORTATION AGENCY FOR MONTEREY COUNTY (hereinafter "TAMC"), and the CITY OF MARINA REDEVELOPMENT AGENCY (hereinafter "MARINA RDA"), and MONTEREY SALINAS TRANSIT (hereinafter "MST"), and the FORT ORD REUSE AUTHORITY (hereinafter "FORA") collectively hereinafter referred to as "Parties".

The Parties to this MOU are interested in exploring the potential, the timing and terms for issuing a mutually acceptable Request For Proposals (hereinafter "Joint RFP") for a redevelopment project (hereinafter "Joint Agency Project"), on publicly-owned land in the City of Marina on the former Fort Ord. The purpose of this MOU is to identify the participants, parcels, timeline, process, and outline of primary points for the Parties to mutually resolve in order to issue a Joint RFP and pursue development of a project as described herein. The Joint RFP, among other things, would outline to potential developers the Parties' vision and goals for a Joint Agency Project, as well as identifying the specific planning and development standards and other terms under which the Joint Agency Project would be developed. The goal of a Joint Agency Project would be to provide a larger, superior transit-oriented mixed use project and its surrounds, with greater benefits to the Parties than individual or separate projects could provide, better meeting the needs and missions of the Parties. In furtherance of the aforesaid goals, the Parties agree as follows:

- 1. WHEREAS**, each of the Parties hereto is a public or quasi-public agency with land and/or other interests in the City of Marina on the former Fort Ord, which would benefit from a project as described herein, and whose mission efforts may be enhanced by cooperative efforts between them; and,
- 2. WHEREAS**, FORA functions under California Government Code 67650 et seq., and FORA's purpose is to plan and manage the transfer of former Fort Ord property from the United States Army to local governing jurisdictions or their designees; and,

3. WHEREAS, in 1997 FORA adopted a Base Reuse Plan, said plan establishing FORA's responsibility to accommodate or constrain development and redevelopment of the former Fort Ord; and,

4. WHEREAS, TAMC owns approximately 12.1 acres of land on the former Fort Ord (hereinafter "TAMC Parcel"), as identified in EXHIBIT A, attached hereto and incorporated herewith, upon which TAMC desires to develop a Transit Oriented Mixed Use Development Project including significant rail, and/or light rail and/or bus rapid transit components (hereinafter "TAMC Project"), for which TAMC has authored and issued a previous Request For Qualifications (RFQ), and now is prepared to issue a draft Request For Proposals (hereinafter "Draft TAMC RFP"), within which TAMC sets forth a set of proposed goals, objectives, descriptions, requirements and procedures with which to solicit and consider development proposals on the TAMC Parcel; and,

5. WHEREAS, Marina RDA owns approximately 5.6 acres of land on the former Fort Ord (hereinafter "Marina RDA Parcel"), as identified in EXHIBIT A, adjacent to the TAMC Parcel, upon which Marina RDA has determined to consider development of a project generally described as an Arts and Cultural District, the development of which could benefit from and be part of a Joint Agency Project; and,

6. WHEREAS, MST owns approximately 4.5 acres of land on the former Fort Ord (hereinafter "MST Parcel"), as identified in EXHIBIT A, adjacent to the TAMC Parcel and Marina RDA Parcel, upon which MST desires to consider development of a project generally described as a Public Transit Project on that parcel, or, in the context of an exchange of land and development entitlements, on another nearby parcel at the Northerly end of the properties which could benefit from and be part of a Joint Agency Project; and,

7. WHEREAS, the Parties agree that there could exist a variety of greater benefits accruing to them individually and/or collectively by processing a jointly-conceived and entitled transit-oriented mixed use redevelopment project, utilizing some or all of the aforementioned TAMC Parcel, Marina RDA Parcel, and MST Parcel, (hereinafter collectively referred to as the "Joint Agency Project Parcels"); and,

8. WHEREAS, there are numerous matters of policy and procedure to address to determine the initial feasibility of developing a mutually beneficial Joint Agency Project;

9. NOW THEREFORE, the Parties agree to explore and negotiate in good faith and in a timely matter, the feasibility, desired timing and terms under which to issue a Joint RFP for the development of a Joint Agency Project.

Said terms shall include, but not be limited to, addressing the following considerations for a jointly-conceived transit-oriented mixed-use redevelopment project and its surrounds, incorporating one or more significant local and regional transit components:

- a. Vision, goals and objectives for a mutually acceptable project or for each agency's portion of a Joint Agency Project
 - i. Residential Component;
 - ii. Commercial Uses;
 - iii. Mixed-Use Overall;
 - iv. Integration of Transit Component;
 - v. Other;
- b. Procedure for coordination and providing a seamlessly complementary project with the adjacent University Villages project;
- c. Process and timing for public input;
- d. Need, process and timing for consistency determinations with the FORA Base Reuse Plan;
- e. Need for amendments to the University Villages Specific Plan and/or Environmental Impact Report;
- f. Amendments to any other adopted plans, reports, regulations, Resolutions, Ordinances, Conveyances of any of the parcels, guidelines, agreements, etc., which may pertain to or be affected by a Joint Agency project;
- g. Process and timing to change the Public Benefit Conveyance to an Economic Development Conveyance of the MST Parcel, and for the subsequent exchange of parcels to better facilitate development of the MST portion of the project at the Northerly end of the properties;
- h. Specific planning, development and zoning standards (including but not limited to matters such as permitted and required uses; allowable densities, building heights, setbacks, coverages, design guidelines etc.);
- i. Water allocation(s) available for a project;
- j. Sewer Capacity allocation(s) for a project;
- k. Number of units available in FORA build-out capacity as it relates to a Joint Agency Project;
- l. Hazardous materials / remediation on existing parcels;
- m. Deconstruction / demolition / right of entry on existing parcels;

- n. Utilities and infrastructure provided to site(s);
- o. Amounts and disposition of development-related fees and charges;
- p. Workforce / labor requirements;
- q. Project management and administrative responsibilities before, during and after development;
- r. Definition and allocation of revenues and expenses to and from project;
 - i. Direct / indirect
 - ii. Short / long-term
 - iii. Lump-sum, periodic and ongoing
- s. Subsequent contractual agreements between the parties and project developer(s);
- t. Specific timing and milestones to pursue a Joint Agency Project;
- u. Specific revisions to the Draft TAMC RFP, to make it suitable for use as a Joint RFP for a Joint Agency Project;
- v. Criteria for proposals to include a "Phased Plan Alternative", which could produce a phased-in project, developed over a longer period of time, and based on resource availability and constraints (such as build-out capacity, water and sewer capacity, etc)
- w. Other matters as may be determined by the Parties.

TERMS AND AGREEMENTS

Section A. Terms of this MOU

1. The terms under this MOU are for the express purposes of the Parties defining their interests, goals, relationships, roles and timing necessary to issue a Joint RFP for development of a Joint Agency Project within the duration period set forth below. This MOU is intended to provide an initial framework for future agreements for a Joint Agency Project between the Parties.
2. **EFFECTIVE DATE:** The duration of this MOU is ninety (90) days from the latest date of execution of the parties hereto, unless sooner terminated, renewed or amended as provided for in this MOU.
3. Pursuant to the Base Reuse Plan for the former Fort Ord, it is anticipated

that the use of the Joint Agency Project parcels contemplated by this MOU is intended to be consistent with that plan and will be a permanent use.

4. The Parties will each designate representatives to participate in this process, to meet formally and informally, to come to the generally agreed goal of ascertaining the feasibility of such a project, and if determined feasible and appropriate, subsequently adopting a Memorandum of Agreement, a Joint RFP and other such necessary contracts and agreements, in order to select and hire a developer to pursue a Joint Agency Project.
5. The terms "development" and "redevelopment" are used synonymously and interchangeably herein as the terms relate to the reuse and redevelopment of the improved and unimproved parcels of land described herein.

Section B. Further Actions

Each of the Parties agrees to execute and deliver to the other party or Parties such information and documents, as may reasonably be required to give effect to the terms and conditions of this MOU.

Section C. Modifications or Amendment

This MOU is not subject to modification or amendment except by a writing signed by all the Parties hereto.

Section D. Interpretations

This MOU integrates all of the terms and conditions mentioned herein or incidental hereto, and has been arrived at through negotiation, has been reviewed by each party's respective counsel, and no party is to be deemed the party which prepared this MOU within the meaning of California Civil Code Section 1654.

Section E. Notices and Correspondence

Any notice required to be given to any party shall be in writing and deemed given if personally delivered upon the other party or deposited in the United States mail, and sent certified mail, return receipt requested, postage prepaid and addressed to the other party at the address set forth below, or sent via facsimile transmission during normal business hours to the party to which notice is given at the telephone number listed for fax transmission:

If to TAMC: Debra L. Hale
 Executive Director TAMC
 55-B Plaza Circle
 Salinas, CA 93901-2902
 Telephone: (831) 775-0903
 Facsimile: (831) 775-0897

If to Marina: Anthony J. Altfeld
City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Telephone: (831) 884-1278
Facsimile: (831) 384-9148

If to MST: Carl G. Sedoryk
General Manager/CEO
One Ryan Ranch Road
Monterey, CA 93940
Telephone: (831) 899-2558
Facsimile: (831) 899-3954

If to FORA: Michael A. Houlemard Jr.
Executive Officer, Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, CA 93933
Telephone: (831) 883-3672
Facsimile: (831) 883-3675

Section F. Applicable Law

California law shall govern this MOU.

Section G: Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section H: Waivers

Any waiver by the Parties of any obligation or condition in this MOU must be in writing. No waiver will be implied from any delay or failure by the individual Parties to take action on any breach or default of Parties or to pursue any remedy allowed under this MOU or applicable law. Any extension of time granted to any of the Parties to perform any obligation under this MOU shall not operate as a waiver or release from any of its obligations under this MOU.

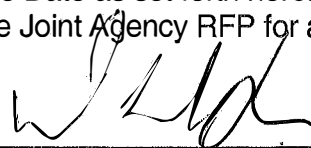
Section I: Titles of Parts and Sections

Any titles of the sections or subsections of this MOU are inserted for convenience of reference only and shall be disregarded in interpreting any part of the MOU's provisions.

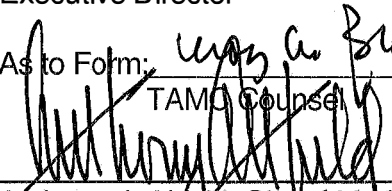
Section J: Limited Information Regarding Subject Properties

All the Parties are entering into this MOU with limited information regarding the proposed project and without a detailed analysis of the condition of the Properties.

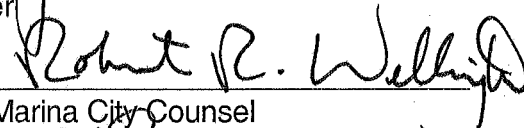
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date as set forth herein. The following concur with this MOU concerning a possible Joint Agency RFP for a Joint Agency Project:

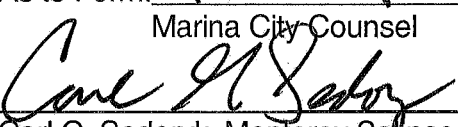


Debra L. Hale, Transportation Agency of Monterey County
Executive Director
Dated 3/29/07

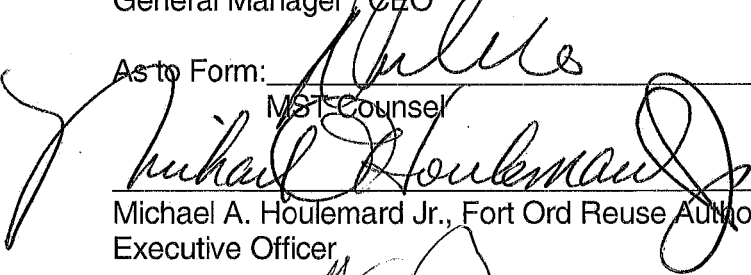
As to Form: was a Grantmanship


Anthony J. Altfield, City of Marina Redevelopment Agency
City Manager
Dated 4/18/07

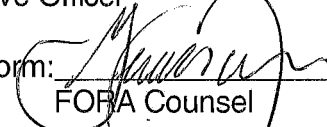
As to Form: Robert R. Wellings


Marina City Counsel


Carl G. Sedoryk, Monterey Salinas Transit
General Manager / CEO
Dated 4/9/2007

As to Form: [Signature]


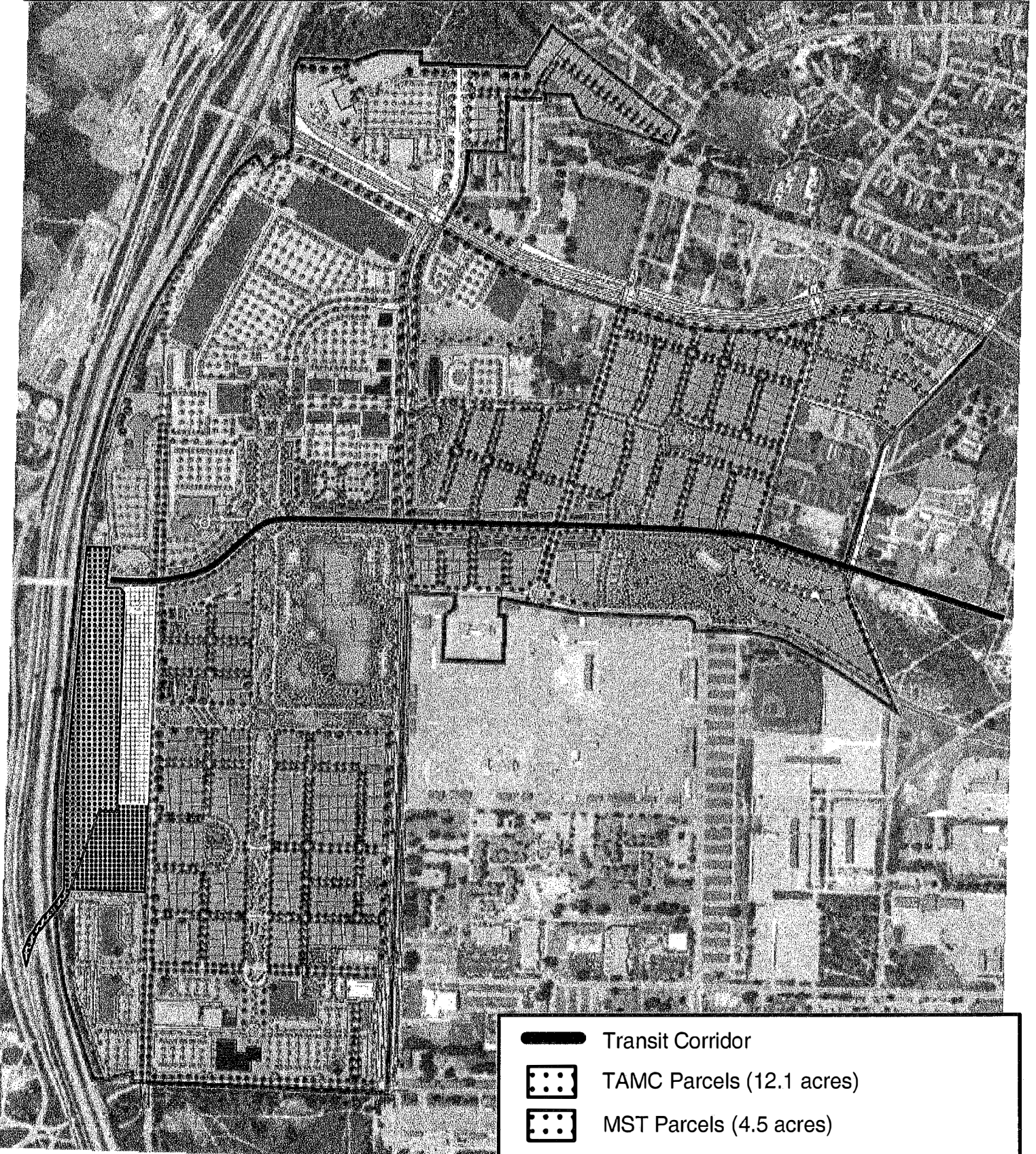
Michael A. Houlemard Jr., Fort Ord Reuse Authority
Executive Officer
Dated 5/1/07




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FORA Counsel

Exhibits: A. Location Map of Subject Parcels
END \FINAL TOD MOU 3-22-07

University Villages, TAMC, MST and Arts & Cultural District Parcels



-  Transit Corridor
-  TAMC Parcels (12.1 acres)
-  MST Parcels (4.5 acres)
- Arts & Cultural District Parcels (5.6 acres)

Note: all acreage approximate

0 400 800 1,600 Feet





April 2, 2007

Michael A. Houlemard Jr.
Executive Officer, Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, CA 93933

RE: Request for Signature of Transit Oriented Development Memorandum of Understanding

Dear Mr. ^{Michael}Houlemard:

Enclosed please find an original Memorandum of Understanding between the Transportation Agency for Monterey County, The City of Marina, Monterey-Salinas Transit, and the Fort Ord Reuse Authority for your signature. Please sign it and contact Kristen Hoschouer at (831) 775-4403 or kristen@tamcmonterey.org for her to pass the documents on to the next agency for their signature.

We appreciate all of your hard work in getting the approvals needed for this Memorandum. Our coordination will benefit the project in the long term by delivering a better project.

The first meeting for this project will be held, Thursday, April 19, 2007 at 10:00am at the Transportation Agency Conference Room.

If you have any questions, please feel free to contact me or Kristen Hoschouer at (831) 775-0903.

Sincerely,

Debra L. Hale
Executive Director

Enclosure: Transit Oriented Development Memorandum of Understanding

RESOLUTION NO. 2006-317

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF
MARINA, THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC),
MONTEREY-SALINAS TRANSIT (MST) AND THE FORT ORD REUSE AUTHORITY (FORA)
FOR THE FORT ORD AREA TRANSIT ORIENTED DEVELOPMENT PROJECT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF
UNDERSTANDING (MOU) ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY

WHEREAS, staff received a letter of request from Ms. Debra Hale, Executive Director, Transportation Agency for Monterey County (TAMC) for the City Council to consider entering into a Memorandum of Understanding with TAMC, Monterey-Salinas Transit (MST) and the Fort Ord Reuse Authority (FORA) for the purposes of coordinating the interests of each of the member agencies in the development of a Transit Oriented Development Project on TAMC properties located on the former Fort Ord ("EXHIBIT A"); and

WHEREAS, The purpose of the proposed Memorandum of Understanding (MOU) between the parties is to establish a process and timeline for resolving the many issues associated with a coordinated multi-agency transit oriented development project; and

WHEREAS, the proposed MOU will provide each agency with the opportunity for early/ City/agency involvement, discussion of development issues "up front" and for an eventual development outcome that each party may agree upon; and

WHEREAS, the MOU allows for a commitment to work together toward redeveloping the TAMC rail parcel area in a manner, which meets the needs of all parties.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve a Memorandum of Understanding (MOU) between the City of Marina, the Transportation Agency for Monterey County (TAMC), Monterey-Salinas Trans (MST) and the Fort Ord Reuse Authority (FORA) for the Fort Ord Area Transit Oriented Development Project; and
2. Authorize the City Manager to execute the Memorandum of Understanding (MOU) on behalf of the City subject to final review and approval by the City Attorney.

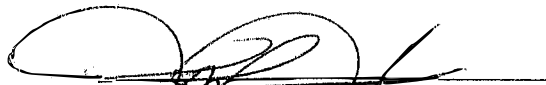
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on December 5, 2006 by the following vote:

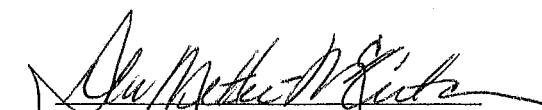
AYES, COUNCIL MEMBERS: Gray, Morrison, Wilmot, McCall and Mettee-McCutchon

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ATTEST:


Joy D. Junsay, City Clerk


Ila Mettee-McCutchon, Mayor