



# 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)

## ADMINISTRATIVE COMMITTEE MEETING

8:15 a.m. Wednesday, April 29, 2015

920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933 (FORA Conference Room)

### AGENDA

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

**4. PUBLIC COMMENT PERIOD**

Individuals wishing to address the Committee on matters within its jurisdiction, but not on this agenda, may do so during this period for up to three minutes. Comments on specific agenda items are heard under that item.

**5. APPROVAL OF MEETING MINUTES**

a. April 1, 2015 Administrative Committee Minutes ACTION

b. April 15, 2015 Administrative Committee Minutes ACTION

**6. MAY 8, 2015 BOARD MEETING AGENDA REVIEW** INFORMATION/ACTION

**7. BUSINESS ITEMS**

a. Recommend Board Adoption of FORA FY 2015/16  
Capital Improvement Program ACTION

b. Pollution Legal Liability Cross Border Claim Agreement INFORMATION/ACTION

c. Receive Monterey Regional Water Pollution Control Agency –  
Groundwater Replenishment Project Update INFORMATION

**8. ITEMS FROM MEMBERS**

**9. ADJOURNMENT** - Next Meeting Date: May 13, 2015

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# FORT ORD REUSE AUTHORITY

## ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES

8:15 a.m., Wednesday, April 1, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

### 1. CALL TO ORDER

Chair Houlemard called the meeting to order at 8:15 a.m. The following were present (*\*voting members*):

Dan Dawson, City of Del Rey Oaks\*  
Carlos Urrutia, County of Monterey\*  
Elizabeth Caraker, City of Monterey\*  
Diana Ingersoll, City of Seaside\*  
Melanie Beretti, County of Monterey  
Vicki Nakamura, MPC  
Anya Spear, CSUMB  
Chris Placco, CSUMB  
Tim O'Halloran, City of Seaside  
Steve Matarazzo, UCSC

Mike Zeller, TAMC  
Lisa Rheinheimer, MST  
Patrick Breen, MCWD  
Bill Kocher, MCWD  
Peter Le  
Bill Collins, BRAC  
Doug Yount, ADE  
Bob Schaffer  
Don Hoder, MCP  
Wendy Elliot, MCP

FORA Staff:  
Michael Houlemard  
Steve Endsley  
Jonathan Garcia  
Josh Metz  
Lena Spilman  
Crissy Maras  
Robert Norris

Voting Members Absent: Layne Long (City of Marina).

### 2. PLEDGE OF ALLEGIANCE

Peter Le led the Pledge of Allegiance.

### 3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Executive Officer Michael Houlemard stated that staff had distributed a revised draft Board agenda, noting a change to the Marina Coast Water District (MCWD) water augmentation item.

### 4. PUBLIC COMMENT PERIOD

None.

### 5. APPROVAL OF MEETING MINUTES

a. **March 4, 2015 Administrative Committee Minutes**

b. **March 4, 2015 Administrative Committee Minutes**

MOTION: Dan Dawson moved, seconded by Chris Placco, to approve the minutes, as presented.

MOTION PASSED UNANIMOUSLY

### 6. APRIL 10, 2014 BOARD MEETING AGENDA REVIEW

Chair Houlemard led a review of the draft April 10<sup>th</sup> Board agenda.

### 7. BUSINESS ITEMS

a. **Discuss Fort Ord Prevailing Wage Program**

Chair Houlemard provided an overview of the past/current prevailing wage compliance process and discussed recent compliance issues. Principal Analyst Robert Norris discussed FORA's request of the Department of Industrial Relations for clarification of FORA's inclusion in their compliance program and responded to questions from the Committee and public.

**b. Review FY 2015/16 Capital Improvement Program (CIP) Revenue Projections**  
Principal Planner Jonathan Garcia reviewed revenue projection provided by the jurisdictions. Diana Ingersoll stated that Seaside would like an opportunity to review their numbers and requested the Committee postpone acceptance to the next meeting.

**c. Transportation Agency for Monterey County (TAMC) Marina-Salinas Multimodal Corridor Plan Presentation**

**i. Receive Presentation**

Ariana Green, TAMC, presented the draft conceptual corridor design and reviewed the alignment and proposed road improvements. She informed the Committee that TAMC was aiming for adoption of the design and alignment by May 2015 and received comments from the Committee and public.

**ii. Provide Board Recommendation**

Staff indicated that a Board action was not yet required and requested to postpone a Board recommendation until TAMC and FORA staff deemed it appropriate.

**e. Receive Status Report on Marina Coast Water District (MCWD) Proposed Water Augmentation Project**

This item was taken out of agenda order. Chair Houlemard presented the item, providing a review of the March 13<sup>th</sup> Board discussion and direction. Bill Kocher, MCWD Interim General Manager, stated that the project would not necessarily interfere with the proposed regional project, but that the proposed 10% design would provide additional information to better answer that question. Mr. Kocher received comments from the Committee and public on the upcoming Board presentation of the item.

**f. Receive Economic Development Program Status Report**

**i. Economic Development Coordinator Recruitment**

Chair Houlemard discussed the Economic Development Coordinator position, noting that the recruitment was open until April 20<sup>th</sup>.

**ii. California State University Monterey Bay (CSUMB) Coordination**

Chair Houlemard discussed ongoing coordination with the CSUMB Institute for Innovation and Economic Development (IIED) and the CSUMB/UC Merced Small Business Development Center.

**8. ITEMS FROM MEMBERS**

Melanie Beretti announced that the County of Monterey had recently met with the Association of Monterey Bay Area Governments regarding an orthoimagery project and asked whether other agencies were participating. Chair Houlemard stated that FORA had participated in similar efforts in the past on behalf of the Fort Ord jurisdictions, but had not received a formal request for the current project. Senior Planner Josh Metz discussed past image quality issues.

**9. ADJOURNMENT**

Chair Houlemard adjourned the meeting at 9:58 a.m.



**FORT ORD REUSE AUTHORITY**  
**ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES**  
8:15 a.m., Wednesday, April 15, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

**1. CALL TO ORDER**

Chair Dawson called the meeting to order at 8:15 a.m. The following were present (\*voting members):

Dan Dawson, City of Del Rey Oaks\*  
Carlos Urrutia, County of Monterey\*  
Elizabeth Caraker, City of Monterey\*  
John Dunn, City of Seaside\*  
Diana Ingersoll, City of Seaside  
Vicki Nakamura, MPC  
Chris Placco, CSUMB  
Layne Long, City of Marina\*

Steve Matarazzo, UCSC  
Tim O'Halloran, City of Seaside  
Lyle Shurtleff, BRAC  
Andy Sterbenz, S&W  
Bob Schaffer  
Patrick Breen, MCWD  
Mike Zeller, TAMC  
Don Hofer, MCP  
Kathleen Lee, Sup. Potter

FORA Staff:  
Steve Endsley  
Jonathan Garcia  
Crissy Maras

**2. PLEDGE OF ALLEGIANCE**

Bob Schaffer led the Pledge of Allegiance.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

FORA Principal Planner Jonathan Garcia announced that Executive Officer Michael Houlemard, Principal Analyst Robert Norris, and Deputy Clerk Lena Spilman were currently in Washington, DC, this week with several FORA Board members for FORA's annual Federal Legislative Mission.

**4. PUBLIC COMMENT PERIOD**

None.

**5. APRIL 10, 2015 BOARD MEETING FOLLOW-UP**

Mr. Garcia provided an update on April 10<sup>th</sup> Board meeting discussions, including Board direction to continue to seek guidance from the Department of Industrial Relations on prevailing wage compliance under SB 854 and receiving reports on water augmentation and regional urban design guidelines.

**6. BUSINESS ITEMS**

**a. FY 2015/16 Capital Improvement Program**

**i. Confirm Development Forecasts/Revenue Projections**

After revisions to the City of Seaside's projections, staff presented updated development forecasts and revenue projections. Previously adopted Administrative Committee methodology was reviewed, including differentiating between planned and entitled projects, reflecting basic market conditions, staff and committee review, and committee confirmation of development forecasts.

MOTION: Steve Matarazzo moved, seconded by John Dunn, to confirm jurisdictional forecasts as submitted and presented.

MOTION PASSED: Unanimous.

**ii. Review Draft Executive Summary**

FORA staff noted that the Public Facilities Implementation Plan in the 1997 Base Reuse Plan outlined original CIP mitigations. Building removal was added by Board policy in FY

2000/01. FORA staff annually reviews forecasts and adjusts CIP projects/obligations/funding as necessary. As the CIP is annually adopted, the FORA Board sets priority projects. Based on previous CIP reviews, the FORA Community Facilities District/development fee has been reduced. Staff also noted that the 2018 FORA dissolution process will identify how mitigations can continue to be funded and completed after FORA's sunset.

MOTION: Mr. Dunn moved, seconded by Chair Dawson, to approve the Executive Summary presented, with one addition by Mr. Matarazzo.

MOTION PASSED: Unanimous.

**iii. Prioritizing Projects**

Current FY 2014/15 CIP Table 2, Transportation/Transit Projects, was provided to members. FORA staff anticipates having the funding available, via grant or otherwise, to begin South Boundary Road improvements once the Habitat Conservation Plan is closer to finalization. Eastside Parkway plans are 90% complete but have yet to undergo environmental processing at this time. There may be an opportunity to complete that project in phases (similar to General Jim Moore Boulevard) as funding becomes available.

**b. Receive Economic Development Program Status Report**

**i. Economic Development Coordinator Recruitment**

Several applications had been received. The recruitment for this position closes on April 20<sup>th</sup>.

**ii. California State University Monterey Bay Coordination**

The FORA Board approved a \$55K contribution toward the CSUMB Small Business Development Center. FORA and CSUMB are working on an agreement to coordinate economic development efforts.

**iii. Coordination with jurisdictions/Business Council**

Many FORA jurisdictions are members of the Monterey Bay Economic Partnership. FORA is looking to participate in the partnership and the Monterey Bay Business Council in an effort to look at the region as a whole rather than as individual jurisdictions.

**c. Receive Status Report on Marina Coast Water District (MCWD) Proposed Water Augmentation Project**

This item was initially envisioned as an informational item for the April FORA Board meeting, but with an understanding that a project needs to progress, the staff report suggested endorsing MCWD's request to begin the 10% desalination project design process as previously described to the Board and Administrative Committee. The Board asked several questions, including how existing litigation could move toward settlement, but was not yet comfortable endorsing the proposal. After the March Board meeting, FORA called a staff-level meeting with Cal-Am, MCWD and others to discuss a cooperative approach to meeting regional augmentation needs. At a future FORA Board meeting, Keith Israel from the Monterey Regional Water Pollution Control Agency would review recycled water options and discuss how they might align with current proposals.

It was noted by a Board member that MCWD does not need FORA Board endorsement to spend MCWD funds on that planning process. However, FORA does have approval authority over annual MCWD Ord Community Budgets. Committee members noted that illumination on Ord Community water augmentation should continue.

**7. ITEMS FROM MEMBERS**

None.

**8. ADJOURNMENT**

Chair Dawson adjourned the meeting at 9:25 a.m.

**- START -**

**DRAFT  
BOARD PACKET**



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## REGULAR MEETING FORT ORD REUSE AUTHORITY BOARD OF DIRECTORS

Friday, May 8, 2015 at 2:00 p.m.

910 2<sup>nd</sup> Avenue, Marina, CA 93933 (Carpenters Union Hall)

### AGENDA

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. CLOSED SESSION**

- a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – 2 Cases
  - i. Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), Case Number: M114961
  - ii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M11856

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

**5. ROLL CALL**

**6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE**

INFORMATION

**7. 2015 ANNUAL LEGISLATIVE SESSION**

- a. Report from Congressman Sam Farr - 20<sup>th</sup> Congressional District INFORMATION
- b. Report from State Senator Bill Monning - 17<sup>h</sup> State Senate District INFORMATION
- c. Report from Assemblymember Mark Stone - 29<sup>th</sup> State Assembly District INFORMATION

**8. CONSENT AGENDA**

- a. Approve April 10, 2015 Board Meeting Minutes ACTION

**9. BUSINESS ITEMS**

- a. 2<sup>nd</sup> Vote: Consider FORA Prevailing Wage Program:  
Seek Department of Industrial Relations SB 854 Determination ACTION
- b. Review/Adopt FORA FY 2015/16 Capital Improvement Program INFORMATION/ACTION
- c. Adopt FORA FY 2015-16 Annual Budget ACTION
- d. Marina Coast Water District FY 2015-16 Ord Community Budget
  - i. Presentation by FORA INFORMATION
  - ii. Presentation by MARINA Coast Water District INFORMATION
  - iii. Consider Resolutions 15-XX and 15-XX Adopting a Compensation Plan for Base-wide Water and Sewer Services on the Former Fort Ord” ACTION

e. Monterey Regional Water Pollution Control Agency –  
Groundwater Replenishment Project Update

INFORMATION

**10. PUBLIC COMMENT PERIOD**

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. Comments on agenda items are heard under the item.

**11. EXECUTIVE OFFICER'S REPORT**

- a. Outstanding Receivables INFORMATION
- b. Habitat Conservation Plan Update INFORMATION
- c. Administrative Committee INFORMATION
- d. Finance Committee INFORMATION
- e. Post Reassessment Advisory Committee INFORMATION
- f. Regional Urban Design Guidelines Task Force INFORMATION
- g. Veterans Issues Advisory Committee INFORMATION
- h. Water Wastewater Oversight Committee INFORMATION
- i. Travel Report INFORMATION
- j. Public Correspondence to the Board INFORMATION

**12. ITEMS FROM MEMBERS**

**13. ADJOURNMENT**

**NEXT BOARD MEETING: JUNE 12, 2015**

Persons seeking disability related accommodations should contact FORA 48 hrs prior to the meeting. This meeting is recorded by Access Monterey Peninsula and televised Sundays at 9 a.m. and 1 p.m. on Marina/Peninsula Chanel 25. The video and meeting materials are available online at [www.fora.org](http://www.fora.org).



# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b>	2 <sup>nd</sup> Vote: Consider FORA Prevailing Wage Program: Seek Department of Industrial Relations SB 854 Determination	
<b>Meeting Date:</b>	May 8, 2015	<b>ACTION</b>
<b>Agenda Number:</b>	9a	

### RECOMMENDATION:

- i. 2<sup>nd</sup> Vote on April 10<sup>th</sup> Board action to continue to pursue **Option C**, seeking a SB 854 determination from the Department of Industrial Relations.

### BACKGROUND:

On April 10, 2015 the Fort Ord Reuse Authority (FORA) Board voted 12-1 to direct staff to continue to pursue **Option C**, seeking a SB 854 determination from the Department of Industrial Relations. The full text of the April 10<sup>th</sup> staff report is included below, as are all attachments.

Adopting a prevailing wage requirement (as a base-wide policy) surfaced in legislative debates during FORA's creation. While the FORA enabling legislation did not include prevailing wage provisions, the initial FORA Board meeting explored the policy question in the exchanges about adoption of a procurement code. In fact, the FORA Board's first action in setting prevailing wage policy occurred on July 14, 1995, with the adoption of Ordinance No. 95-01, establishing FORA's Procurement Code and requiring prevailing wages to be paid to all workers employed on FORA's construction contracts. The FORA Master Resolution was adopted on March 14, 1997. Article 3.03.090 of the Master Resolution required/confirmed that prevailing wages be paid for all first generation projects occurring on parcels subject to the Base Reuse Plan (BRP).

Discussion regarding prevailing wage requirements continued and was included in BRP compliance actions through 2006, when the Board engaged in further policy clarification actions. In August 2006 the Board received a status report on jurisdiction efforts to adopt and implement prevailing wage policies consistent with Chapter 3 of the Master Resolution. That report was the result of FORA Executive Committee and Authority Counsel's examination of FORA's role in implementing prevailing wage policies on the former Fort Ord. Since 2006, the FORA Board has heard compliance concerns expressed by the Labor Council, received several additional reports, slightly modified a section of Chapter 3 of the Master Resolution, and directed staff to provide information to the jurisdictions about compliance.

### Prevailing Wage New Legislation

In June 2014, the California legislature passed a new registration requirement for contractors and subcontractors involved in public works projects or other projects as may be determined by the Labor Commissioner. SB 854 was passed to fund the California Department of Industrial Relations (DIR) monitoring and enforcement of prevailing wage laws. Item 9c from the March 13, 2015 FORA Board Packet provides additional information regarding SB 854 at the following website:

<http://www.fora.org/Board/2015/Packet/031315BrdPacket.pdf>

The new law requires online registration, payment of a \$300 fee, that agencies file notices of their public works projects with DIR, and that contractors and subcontractors submit certified payroll records to DIR (unless otherwise excused from this requirement) and have no record of

delinquent unpaid wages or penalty assessments. We are awaiting confirmation from Authority Counsel that FORA projects are covered as public works projects under SB 854.

**DISCUSSION:**

At its March 13, 2015 meeting, the FORA Board authorized the Executive Officer to request a DIR determination on FORA projects. However, several Board members requested that staff not wait for DIR's determination and return with a plan for a FORA prevailing wage compliance program. Other Board members expressed concern that FORA would set up a prevailing wage compliance program when it was the responsibility of the individual jurisdictions to ensure compliance.

Since the March 13, 2015 FORA Board meeting, Legislative Consultant John Arriaga contacted DIR staff in Sacramento regarding FORA's inquiry. The DIR point of contact requested a list of questions from FORA, which FORA subsequently included in its letter requesting a determination on whether or not FORA is subject to SB 854 requirements (**Attachment A**). As of this writing, FORA staff has not received a response from DIR staff.

Staff has researched options for developing a FORA prevailing wage compliance program. Although individual jurisdictions have previously assumed prevailing wage compliance responsibilities, most recently, Marina staff stated that no one is assigned to fulfill this role. **Attachment B** to this report compares three options for a FORA prevailing wage compliance program.

FORA staff's assumption of two full-time staff positions or equivalent consultant hours to monitor, respond to inquiries, and prepare reports is based on FORA Capital Improvement Program development forecasts. A redacted master services agreement is included under **Attachment C** to provide an example of a consultant contract for prevailing wage services to a public agency. FORA staff recommends pursuing **Option C**. A history of prevailing wage actions is shown on **Attachment D**.

**Wage Setting:**

Separate from compliance issues, the FORA Board has received letters from the public **Attachment E** and developer comments regarding the prevailing wage *rate*. In this aspect, concerns have been expressed that the General Prevailing Wage is an impediment to both the recovery program and production of affordable housing. Also, informal discussions by developer representatives with the DIR have indicated that a wage study might produce consideration of a different prevailing wage for housing. Such would require a change in the FORA Master Resolution designation of "General Prevailing Wage" required on all first generation projects.

**FISCAL IMPACT:**

Reviewed by FORA Controller \_\_\_\_\_

Staff time for this item is included in the approved FORA budget. Should the FORA Board direct staff to proceed with any of the three options for implementing a FORA prevailing wage compliance program, additional FORA budget will be needed to implement.

**COORDINATION:**

FORA Board, City of Marina, Authority Counsel, Department of Industrial Relations

Prepared by \_\_\_\_\_ Approved by: \_\_\_\_\_  
Robert J Norris, Jr. Michael A. Houlemard, Jr.



# FORT ORD REUSE AUTHORITY

Attachment A to Item 9a  
FORA Board Meeting, 05/8/15

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)

March 26, 2015

Eric Rood  
Assistant State Labor Commissioner  
Department of Industrial Relations  
160 Promenade, Suite 300  
Sacramento, CA 95825

RE: Request to determine SB 854 applicability to Fort Ord.

Dear Mr. Rood,

This letter seeks your clarification regarding provisions of SB 854 that apply to construction projects on the Fort Ord. It is the Fort Ord Reuse Authority's (FORA's) opinion that SB 854, as codified in various sections of California State Code, does apply to Fort Ord. We seek your agreement and determination as the new law provides that the Commissioner may determine the applicability of SB 854 to other projects.

I thank you for taking time this week to speak to John Arriaga, FORA's legislative consultant. I attach the same questions sent to you by Jonathan Garcia and Robert Norris on March 25, 2015. On this note, I have been directed by the FORA Board to make a formal request for a determination from the Department of Industrial Relations (DIR) regarding applicability of SB 854 to Fort Ord. This issue is of great importance to our local community, County and City elected officials, Assembly Member Mark Stone, and State Senator Bill Monning, all of whom sit on the FORA Board.

Historically, the issue of adopting a prevailing wage requirement as a base-wide policy surfaced in the California legislature during debates around the creation of FORA. While the FORA enabling legislation did not include provisions for prevailing wages, the initial FORA Board meeting explored the policy question in the exchanges about adoption of a procurement code. In fact, the FORA Board's first action in setting prevailing wage policy occurred on July 14, 1995, with the adoption of Ordinance No. 95-01. This Ordinance established FORA's Procurement Code, which required prevailing wages to be paid to all workers employed on FORA's construction contracts.

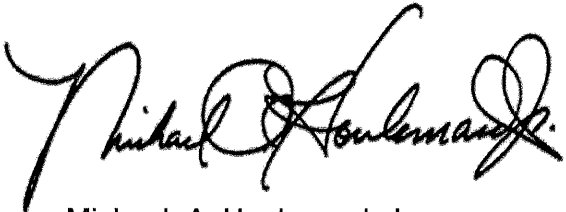
The FORA Board adopted its Master Resolution on March 14, 1997. Article 3.03.090 of the Master Resolution requires that prevailing wage be paid for all first generation projects occurring on parcels subject to the Base Reuse Plan. This originally public land (US Army) is conveyed to FORA, from FORA to the jurisdictions, and from the jurisdictions to a third-party developer. Through the Master Resolution, the FORA Board's policy has been that

prevailing wages are paid as this land is developed. The FORA policy seeks to generate fair wages similar to the legislative intent of SB 854.

The FORA Master Resolution is available through the FORA website at the following address: <http://www.fora.org/Reports/MasterResolution.pdf>

FORA appreciates your urgent attention to this matter, as several public works projects are underway at the former Fort Ord and several more will commence construction in the coming fiscal year. We will contact you early next week to discuss any questions you might have.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Houlemard, Jr.", with a stylized, cursive script.

Michael A. Houlemard, Jr.  
Executive Officer

Enclosures: SB 854 Questions

Cc: FORA Board of Directors



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## SB 854 Questions – Public Works

1. In review of the recently enacted SB 854, Fort Ord Reuse Authority (FORA) staff noted that SB 854 encompasses public works projects, as specified, to be paid the general prevailing wage rate, as determined by the Director of Department of Industrial Relations (DIR). In reviewing the FORA Master Resolution prevailing wage provisions (Section 3.03.090), First Generation Construction on the former Fort Ord is required to pay not less than the general prevailing rate of wages as determined by the Director of DIR. In the opinion of FORA staff and Authority Counsel, FORA's prevailing wage provisions constitute a public works project now subject to SB 854. Does DIR agree with this determination?
2. Does FORA need to follow a formal process for DIR to consider whether or not FORA is subject to SB 854?
3. If yes, to whom should FORA address its request for a determination?
4. If subject to SB 854, FORA staff would continue to monitor prevailing wage compliance on former Fort Ord. How would FORA staff access online prevailing wage compliance information in the future?
5. Is there a certification requirement for 3rd party compliance monitors?
6. Does DIR charge public agencies to perform monitoring? If so, what are the rates?
7. What is the timeline for responding to complaints?

### Fort Ord Prevailing Wage Policy Options

Description	Option A	Option B	Option C	Option D
<b>Summary</b>	FORA compliance with consultant monitors	FORA compliance with staff monitors	FORA compliance with SB 854 determination and staff monitors	Status Quo compliance to be provided by individual jurisdictions
<b>FORA Master Resolution Amendment for Compliance Program</b>	Yes	Yes	Yes, if DIR determines that Fort Ord does not fall under SB 854	Yes
<b>Estimated Cost</b>	Assuming 80 hours per week plus compliance software: \$320,000 per year.	Assuming 2 FTE plus compliance software: \$250,000 per year.	Unknown	Varies by jurisdiction \$50,000 contract to internal staffing = 2 FTE
<b>Estimated Schedule</b>	Selection period could be completed in 2 months.	Selection period could be completed in 3 months.	Unknown	Unknown
<b>Estimated Duration</b>	5 years or more if jurisdictions assume after 06/30/2020	5 years or more if jurisdictions assume after 06/30/2020	5 years or more if jurisdictions assume after 06/30/2020	5 years or more may change after 06/30/2020
<b>Flexibility with changing development cycles</b>	Flexibility could be addressed in contract	Hiring additional personnel when needed may be challenging	Unknown	
<b>Long-term obligations</b>	FORA responsibility ends on 06/30/2020	Any retiree benefits will be addressed in FORA dissolution plan	Unknown	



**AGREEMENT BETWEEN COUNTY OF MONTEREY AND  
THE LABOR COMPLIANCE MANAGERS**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The Labor Compliance Managers, hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, COUNTY has invited proposals through the Request for Qualifications (RFQ # 10422) for On-call wage rate and labor compliance monitoring, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible statement of qualifications to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**1.0 PERFORMANCE OF THE AGREEMENT**

1.1 After consideration and evaluation of the CONTRACTOR'S statement of qualifications, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFQ #10422 and in this AGREEMENT on the terms and conditions contained herein and in RFQ # 10422. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFQ # 10422 dated May 9, 2013, including all attachments and exhibits
- Addendum #1
- Exhibit A: Payment Provisions
- CONTRACTOR'S Proposal dated June 14, 2013
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:



AGREEMENT, CONTRACTOR'S Qualifications, RFQ #10422 including all attachments and exhibits, Addendum #1, Exhibit A Payment Provisions, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the COUNTY, or immediate family of an employee of the COUNTY.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **2.0 SCOPE OF SERVICE**

- 2.1 The Scope of Work includes but is not limited to the following:
  - 2.2.1 For projects where the COUNTY is the contracting agency, under the review of and in collaboration with the COUNTY's on-site construction manager:
    - 2.2.1.1 Participate in pre-construction conferences with contractors and subcontractors to discuss prevailing wage documentation and procedures required for the project.
    - 2.2.1.2 Collect and review certified payrolls from prime contractors and all subcontractors for compliance with the state and federal prevailing wages contained in the bid documents related to each specified project.
    - 2.2.1.3 Prepare correspondence with the contractor and/or subs who fail to pay the required wage.
    - 2.2.1.4 Conduct periodic on-site interviews with selected workers to spot-check validity of the certified payrolls.
    - 2.2.1.5 Submit to the COUNTY a final report summarizing the projects compliance with the wage requirements at project close-out.

- 2.2.1.6 Maintain complete, accurate, and up-to-date files related to these activities, and make available for inspection by the COUNTY, State Division of Industrial Relations, and/or any grant agencies for a minimum of three years after recording of the Notice of Completion for that project.
- 2.2.2 For certain projects performed by third-party entities as determined by the COUNTY (particularly within the unincorporated area of the former Fort Ord):
  - 2.2.2.1 Review certified payrolls provided by the COUNTY collected from developers, prime contractors, and subcontractors for compliance with the states prevailing wages.
  - 2.2.2.2 Prepare correspondence with the contractor and/or any subs who fail to pay the required wage.
  - 2.2.2.3 Submit to the COUNTY a final report summarizing each project's compliance with the wage requirements project close-out.
  - 2.2.2.4 Maintain complete, accurate, and up-to-date files related to those activities and make available a minimum of three years after completion or closure of the particular construction contract being monitored.

### **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence on **December 1, 2013** through and including **December 31, 2015**, with the option to extend the AGREEMENT(s) for three (3) additional 1 year increments at the COUNTY's discretion. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT. This agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and **CONTRACTOR may not commence work before COUNTY signs this Agreement.**
- 3.2 If COUNTY exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
  - 3.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 3.4 COUNTY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

## 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the payment provisions attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.
- 4.5 Tax:
- 4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.5.2 COUNTY is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The COUNTY is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Resource Management Agency department at the following address:
- County of Monterey  
Resource Management Agency  
168 W. Alisal St. 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: G.H. Nichols, PE
- 5.2 CONTRACTOR shall reference the RFQ number on all invoices submitted to COUNTY. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. COUNTY shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to COUNTY Auditor-Controller for payment. COUNTY

Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All COUNTY Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by COUNTY. Surcharges and additional fees not included the AGREEMENT must be approved by COUNTY in writing via an Amendment.

## 6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 7.0 INSURANCE REQUIREMENTS

- 7.1 Evidence of Coverage:
  - 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
  - 7.1.2 This verification of coverage shall be sent to the COUNTY's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to

transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- 7.4.2 Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY's contract administrator and COUNTY's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles COUNTY, at its sole discretion, to terminate this AGREEMENT immediately.

## 8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the COUNTY or prepared in connection with the performance of this AGREEMENT, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

## **10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of COUNTY, nor immediate family of an employee of COUNTY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of COUNTY.
- 10.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## **11.0 CONFLICT OF INTEREST**

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices



Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to COUNTY's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## **13.0 DRUG FREE WORKPLACE**

- 13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

#### **14.0 TIME OF ESSENCE**

- 14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

#### **15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH**

- 15.1 Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.
- 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

- 16.1 In the case of default by CONTRACTOR, COUNTY may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by COUNTY shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

## **17.0 DEBARMENT AND SUSPENSION**

- 17.1 By signing this AGREEMENT CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations, including but not limited to Title 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

By signing this AGREEMENT, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency; and

Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

## **18.0 FORCE MAJEURE**

- 18.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 18.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 18.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## **19.0 NON-APPROPRIATIONS CLAUSE**

- 19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which

appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

## 20.0 BACKGROUND CHECKS

- 20.1 CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within COUNTY facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to COUNTY prior to the personnel being allowed to work within such COUNTY facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by COUNTY. In some circumstances, a specific COUNTY department may request that COUNTY Sheriff's Office perform the background checks.

All CONTRACTOR personnel who are designated to provide services at any of the COUNTY Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office specifically.

## 21.0 NOTICES

- 21.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to COUNTY's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO COUNTY:**

County of Monterey  
Resource Management Agency  
168 W. Alisal Street, 2nd Floor.  
Salinas, CA 93901-2439  
Attn: G. H. Nichols, PE  
Tel. No. 831-755-5386  
Fax No. 831-755-5877  
[NicholsN@co.monterey.ca.us](mailto:NicholsN@co.monterey.ca.us)

**TO CONTRACTOR:**

The Labor Compliance Managers  
1873 Luxton Street  
Seaside, CA 93955  
Attn: Lindley Robertson, MPA, Owner and  
Executive Officer  
Tel. No. 408-516-7238  
Fax No. 408-564-8353  
[rlindaly@yahoo.com](mailto:rlindaly@yahoo.com)

## **22.0 LEGAL DISPUTES**

- 22.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## **23.0 TRAVEL REIMBURSEMENT**

- 23.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of COUNTY's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

**EXHIBIT A**  
**PAYMENT PROVISIONS**  
**The Labor Compliance Managers**

Master Agreement for On-Call Labor Compliance Monitoring Services

This EXHIBIT A shall be incorporated by reference as part of the Agreement dated December 1, 2013, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey Resource Management Agency (“COUNTY”) and The Labor Compliance Managers (“CONTRACTOR”), and specific obligations of the CONTRACTOR.

Under the direction, coordination, and scheduling of COUNTY, CONTRACTOR shall provide wage rate and labor compliance monitoring and documentation services from time to time on an as-needed basis on a number and variety of proposed public sector construction projects funded with federal, state, and local public funding, in accordance and compliance with the requirements contained in the applicable federal and state laws and/or grant requirements. COUNTY will assign projects to CONTRACTOR in a manner which best promotes the interest of the COUNTY. Such interests may include similarity of services, and/or proximity to each other, and/or criteria. COUNTY reserves the right to contract for similar services from other firms on other contracts or projects without utilizing the firms to be selected herein.

PAYMENT FOR SERVICES: Payment to CONTRACTOR for the services provided under this Agreement shall be made on an hourly time-and-material basis at the rate of \$125/00 per hour. Payment for reimbursable expenses, including *subcontractors and subconsultants*, printing and computer plots, delivery services, computer supplies/disks, mileage, etc., will be made at actual cost (NO MARK-UP). Mileage cost shall not exceed COUNTY-approved mileage rates in effect at the time. Appropriate documents shall be provided with all requests for reimbursement.

The Total Fee amount paid under this Agreement *shall not exceed \$50,000.*



Jane Haines

601 OCEAN VIEW BOULEVARD, APT. 1 PACIFIC GROVE CA 93950

[janchaines80@gmail.com](mailto:janchaines80@gmail.com)

Tel 831 375 5913

March 13, 2015

Fort Ord Reuse Authority (FORA) Board of Directors  
920 Second Avenue  
Marina, CA 93933

[board@fora.org](mailto:board@fora.org)

Re: 3/13/15 Agenda item 9c - Prevailing Wage Policy

Dear FORA Board:

I recommend that the FORA Board begin a re-evaluation of FORA's prevailing wage policy by modifying staff recommendation 3) in your staff report as follows:

3) Authorize the Executive Officer to request a California Department of Industrial Relations ("DIR") ~~Determination on FORA projects to determine whether or not SB 854 requires FORA to require payment of prevailing wages for first-generation construction.~~

Assuming the DIR determines that SB 854 does not require payment of prevailing wages for first-generation construction, then the FORA Board could debate the pros and cons of abolishing FORA'S current prevailing wage requirement as a way of stimulating FORA's economic redevelopment by making home prices affordable to a larger group of home-buyers

Current home prices at Fort Ord are too high for 60 percent of future Peninsula households, according to recommendation #10 in the 2012 Economic & Planning System, Inc. (EPA) Market Study for Fort Ord reuse. It states:

**10. Home prices are still too high for younger and less educated consumers**, indicating a potential need to reconfigure residential product types. If current patterns persist, more than 60 percent of future Peninsula area households will have incomes less than \$75,000 annually, corresponding to price points under \$325,000. Current products proposed and approved on Fort Ord consist of a high proportion of detached, single-family lots, and may be skewed to the upper end of the income spectrum. A larger proportion of attached product may be needed to address price-sensitive market segments while still achieving acceptable development profits.



The pros and cons of lowering home prices through FORA abolishing the prevailing wage requirement have been debated in recent Herald commentaries by me and Ron Chessire as follows:

My Feb. 25 letter:

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### **Scrutinizing FORA**

I agree with the recent editorial stating that the Fort Ord Reuse Authority (FORA) should make economic redevelopment a top priority at Fort Ord.

Well-regarded Economic & Planning Systems, Inc. (EPS) advised FORA in 2012 that 60 percent of current and near-future Peninsula residents can't afford homes costing more than \$325,000. Yet new homes at the former base start at over \$400,000.

Labor costs for those homes are artificially high because FORA doesn't allow developers to set labor costs by competitive bidding. Instead, FORA needlessly has a policy requiring developers to pay legislatively-determined "prevailing wages." The "prevailing wage" for a carpenter, including benefits, is \$62 per hour. Competitive bidding might reduce that \$62 per hour down to the same average rate paid to a Pacific Grove Unified School District teacher, which is \$46 per hour, including benefits.

Lowering labor costs would lower home prices at Fort Ord, which could accelerate home sales, thereby increasing job opportunities.

The FORA board should closely scrutinize FORA policies and re-tweak any that hinder economic redevelopment and job creation.

— *Jane Haines, Pacific Grove*

Ron Chesshire's February 27 commentary:

## Ron Chesshire: Prevailing wages withstand test

*By Ron Chesshire, Guest commentary*

POSTED: 02/27/15, 5:53 PM PST

0 COMMENTS

Jane Haines' letter, "Scrutinizing FORA" (Feb. 25), is interesting as development is taking place at Fort Ord and over 300 units of "affordable" housing is being built using prevailing wages.

You pay what the market will bear and the housing market in our area is priced in direct correlation to high demand and low supply created through the efforts of people who believe their way is the only way. To profess that developers will lower the cost of a house if they pay less for the labor to build it is ludicrous. Cut Cost to Increase Profits — Capitalism 101.

Upon the closure of bases and the considerable downsizing of Fort Ord, President Bill Clinton stated, "the reuse of military bases should go to benefit local economies." Our community came together and in 1995 asked FORA to enact the prevailing wage standard on most first-generation development and construction within its jurisdiction. This was done to level the playing field for companies seeking to do work. By establishing a standard wage, both the worker would benefit from their labor and companies would have a level playing field from which to compete. Local companies would not be subject to out-of-area companies attempting to bring in lower-priced labor to tip the competitive scale.

The prevailing wage pays a livable wage and compensation for benefits to workers to be a productive part of their communities and not have to fall back on taxpayer-provided social welfare nets to protect themselves or their families. And yes, maybe one day they may be able to afford a home of their own.

Prevailing wages have been under scrutiny at FORA since their adoption and have withstood the test. I suggest that other ways than cutting hard-earned wages of workers and subjecting local businesses to unfair competition be considered to prompt economic development and job creation.

*Ron Chesshire lives in Monterey.*

My March 7 commentary:

## Jane Haines: Paying what the market will bear

POSTED: 03/07/15, 5:41 PM PST

2 COMMENTS

A Feb. 28 commentary by Building Trades representative Ron Chesshire argues against my recent recommendation urging the Fort Ord Reuse Authority to re-examine its policy of requiring developers to pay “prevailing wages” (pay levels set and mandated by government officials) to their construction workers vs. market/competitively determined wage levels.

Facts to consider in this discussion:

- Mr. Chesshire refers to “over 300 units of ‘affordable’ housing being built at Fort Ord using prevailing wages;” 176 of those are dorm rooms for CSUMB and the remainder are taxpayer-subsidized low-income rental units.
- He says the “reuse of Fort Ord should go to benefit (the Monterey) community.” A key way to do this is to keep for-sale housing prices affordable.
- Examples of current “prevailing” hourly wages, including benefits, are \$60 an hour for bricklayers, \$62 for carpenters, \$71 for pile drivers and \$62 for drywall installers, or roughly \$125,000 per year for full-time employment;
- The annual income of 60 percent of Peninsula area households who are being asked to pay the additional home purchase price to compensate for these wage levels is \$75,000.
- The idea that unless workers get \$125,000 annual compensation level they will have to go on “taxpayer-provided social safety nets” is, frankly, silly.
- Higher costs equals higher prices and lower costs equals lower prices (although a mechanism should be established to ensure that developers do not pocket the reduced labor costs as profit).

FORA’s economic redevelopment has lagged expectations since the 1990s closure of Fort Ord. The 1998 Fort Ord Reuse Plan projected that by 2015, 10,815 new housing units would have been constructed and 18,342 jobs created. Instead, as of 2012, only 1,545 new housing units had been created and only 3,600 jobs.

Mr. Chesshire says you should “pay what the market will bear.” That’s all I am asking FORA to consider doing.

*Jane Haines lives in Pacific Grove.*

---

Assuming that the DIR determines it would be legal for FORA to abolish its current prevailing wage policy, then FORA Board members could make the ultimate decision about whether or not FORA should abolish its prevailing wage policy. Everyone agrees that economic redevelopment is a top priority for FORA, so why not get the pertinent facts and begin a dialogue about how to grow the Ft. Ord economy?

Sincerely,

Jane Haines

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

**Subject:** Review/Adopt FY 2015/16 Capital Improvement Program

**Meeting Date:** May 8, 2015

**Agenda Number:** 9b

**INFORMATION/ACTION**

### RECOMMENDATION:

- i. Receive a presentation by Fort Ord Reuse Authority (FORA) staff regarding the FY 2015/16 Capital Improvement Program (CIP).
- ii. Review/adopt the FY 2015/16 CIP (**Attachment A**).

### BACKGROUND/DISCUSSION:

i. FORA staff annually provides a CIP overview, including updates made through revenue and expenditure reprogramming and text edits. The most significant updates this year include: 1) budget adjustment to reflect actual collection of Community Facilities District (CFD) fees/ development fees (\$4.1M) versus FY 2014/15 forecasts (\$5M); 2) transportation projects and other CIP expenditure adjustments to accommodate updated FORA CFD special tax/ development fee collection, land sales and property tax collection, and development forecasts; and 3) removal of previously completed/retired CIP obligation background information (described through text edits). FORA staff will provide a presentation on these and other relevant issues.

ii. FORA staff annually requests updated reuse forecasts from the land use jurisdictions. FORA staff and Administrative Committee review the submitted forecasts to ensure that resource-constrained limits of the Base Reuse Plan and associated environmental documentation/Sierra Club Settlement Agreement are met and that forecasts are realistic. The FORA Administrative Committee confirmed the updated forecasts at their April 15, 2015 meeting. Using these forecasts and other information, FORA estimates CIP funding sources, including CFD special tax/development fees, land sales, property taxes, grant proceeds, etc. anticipated to be received per fiscal year. Staff used the forecasted revenues to place expenditures on transportation/ transit, water augmentation, habitat management and building removal over the course of five years and the "post-FORA" term. "Post-FORA" means an undefined time period after June 30, 2020 (FORA dissolution date in state law) needed to complete CIP funding source collections and project expenditures by FORA's successor(s).

CIP reprogramming continues to be a routine procedure to assure that mitigation projects are implemented in the best possible sequence with reuse needs. Next year's CIP may differ, based on updated jurisdiction forecasts and actual fee collection. The CIP is typically presented for initial FORA Board review in May each year. The CIP has either been adopted at this first presentation or at the June meeting in order to implement the program by the start of the fiscal year on July 1. The draft FY 2015/16 CIP is included as **Attachment A** for Board consideration.

### FISCAL IMPACT:

Reviewed by FORA Controller \_\_\_\_\_

Staff time is included in the approved FY 14-15 annual budget.

### COORDINATION:

Administrative Committee, Finance Committee

Prepared by \_\_\_\_\_ Reviewed by \_\_\_\_\_  
Crissy Maras D. Steven Endsley

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

# **Placeholder for Attachment A to Item 9b**

**FORA FY 2015-16 Capital Improvement Program**

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**This item will be distributed under separate cover to the  
Administrative Committee on Monday, April 27<sup>th</sup>.**

# **Placeholder for Item 9c**

**Adopt FORA FY 2015-16 Annual Budget**

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**This item will be included in the final Board packet.**

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

**Subject:** Marina Coast Water District FY 2015/16 Ord Community Budget

**Meeting Date:** May 8, 2015

**Agenda Number:** 9d

**INFORMATION/ACTION**

### RECOMMENDATION:

- i. Receive a Fort Ord Reuse Authority (FORA) staff presentation;
- ii. Receive a Marina Coast Water District (MCWD) staff presentation; and,
- iii. Consider Resolution Nos. 15-XX and 15-XX Adopting a Compensation Plan for Base-wide Water and Sewer Services on the Former Fort Ord (**Attachment A and B**).

### BACKGROUND/DISCUSSION:

The Water/Wastewater Oversight Committee (WWOC) began the FY 2015/16 Ord Community budget process by 1) reviewing the MCWD budget schedule on March 4<sup>th</sup>; 2) receiving the 1<sup>st</sup> draft budget by email on March 17<sup>th</sup>; 3) reviewing the 2<sup>nd</sup> draft budget, updated after an MCWD Board budget review workshop, at their April 1<sup>st</sup> meeting; 4) receiving MCWD answers to questions raised April 1<sup>st</sup> – April 6<sup>th</sup> by email on April 14<sup>th</sup>; 5) reviewing the MCWD Q&A and 3<sup>rd</sup> draft budget at their April 15<sup>th</sup> meeting; and 6) at their April 29<sup>th</sup> meeting. Approved meeting minutes are available: (<http://fora.org/wwoc.html>).

WWOC and the public raised concerns/questions regarding rate studies, prior desalination project and related litigations, future augmented water availability, MCWD CIP, debt service, budget deficiencies, and reserves. See 'MCWD Responses to Questions on the FY 2015/2016 Proposed Ord Community Compensation Plan' (**Attachment C**).

The draft FY 2014/15 Ord Community budget is attached as **Exhibit A** to the adopting resolutions. To conserve resources, please note that although both resolutions reference Exhibit A, only one copy is provided as part of the Board packet.

In previous years, the FORA Board denied rate increases or approved a lower rate than MCWD proposed. Historically, the FORA Board raised concerns regarding Ord Community annexation and customer voting rights, water augmentation timing and decoupling from the regional desalination project, and protecting existing rate payers from steep rate increases. FORA staff believes that sufficient progress on these issues has been made to justify approving the rate structure and capacity charges proposed by MCWD. Effort has been made to decouple water augmentation costs from the annual budget itself to the extent possible. Without approval of this annual operating budget, MCWD's water augmentation program cannot be negotiated, financed, or initiated. MCWD will continue to provide augmented water supply delivery options through FY 2015/16 and FORA staff will continue to provide additional presentations and information to the FORA Board on relevant topics.

### FISCAL IMPACT:

Reviewed by FORA Controller \_\_\_\_\_

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

### COORDINATION:

WWOC, MCWD staff

Prepared by \_\_\_\_\_ Reviewed by \_\_\_\_\_  
Crissy Maras D. Steven Endsley

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.



# **Placeholder for Attachment A-C to Item 9d**

**FY 2015/16 Ord Community Budget**

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**Attachments will be available with the final Board Packet.**

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b>	Monterey Regional Water Pollution Control Agency – Groundwater Replenishment Project Update	
<b>Meeting Date:</b>	May 8, 2015	<b>ACTION</b>
<b>Agenda Number:</b>	9e	

### RECOMMENDATION(S):

Receive a presentation from Monterey Regional Water Pollution Control Agency (MRWPCA) regarding its Pure Water Monterey Groundwater Replenishment Project.

### BACKGROUND/DISCUSSION:

At the February 13, 2015 FORA Board meeting, MRWPCA General Manager Keith Israel offered to present the Pure Water Monterey project for Board review. Staff invited MRWPCA staff to present a project update to the FORA Administrative Committee on April 23, 2015 and to the FORA Board on May 8, 2015.

As additional background, Marina Coast Water District (MCWD) is a member of MRWPCA and has certain rights to the wastewater from its service areas that it sends to MRWPCA's treatment plant. MCWD's 2004 Regional Urban Water Augmentation Project (RUWAP) included a hybrid desalination/recycled water approach. In 2007, the FORA Board allocated 1,427 acre-feet per year of recycled water through the RUWAP to the various FORA jurisdictions (**Attachment A**).

### FISCAL IMPACT:

Reviewed by FORA Controller \_\_\_\_\_

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

### COORDINATION:

MRWPCA, Administrative and Executive Committees.

Prepared by \_\_\_\_\_  
Jonathan Garcia

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

**FORT ORD REUSE AUTHORITY BOARD REPORT**

**OLD BUSINESS**

**Subject:** Water Augmentation Program: Allocation of Recycled Water

**Meeting Date:** May 11, 2007

**Agenda Number:** 7c

**ACTION**

**RECOMMENDATIONS:**

- Adopt resolution 07-10 (attached), allocating 1427 acre-feet per year ("AFY") of recycled water to former Fort Ord land use jurisdictions.

**BACKGROUND:**

In Spring 2006, the City of Del Rey Oaks and the University of California requested that the Fort Ord Reuse Authority ("FORA") consider allocating recycled water resources necessary for each of them to move forward on pending recovery projects. Recycled water is a component of the FORA 1997 Base Reuse Plan assumptions and is essential to completing planned developments on the former installation. Use of recycled water resources has been included in several sections of the FORA Master Resolution and is described in the FORA/jurisdiction Implementation Agreements.

In October 2006, in response to the City of Del Rey Oaks/University of California requests, the FORA Administrative Committee set a meeting of the Executive Managers' Water Working Group (comprised of members from the Administrative Committee) to consider and analyze: 1) technical aspects of the Executive Committee's request to make the 1998 approved 150 AFY loans permanent allocations and, 2) the allocation of recycled water from the Recycled Water Component of the Fort Ord Water Augmentation Program. The FORA Board approved the permanent allocation of the four 150 AFY loans on January 12, 2007. On March 9, 2007, Marc Lucca, General Manager of Marina Coast Water District ("MCWD"), and Keith Israel, General Manager of Monterey Regional Water Pollution Control Agency ("MRWPCA"), gave a brief presentation to the FORA Board on the status of their negotiations regarding the recycled water portion of FORA's water augmentation program.

**DISCUSSION:**

The Executive Managers' Water Working Group ("Working Group") met on April 25, 2007 and the FORA Administrative Committee met on May 2, 2007, each endorsing the proposed allocation of recycled water. The Administrative Committee made its endorsement with the anticipation that three important items will be completed in the coming months that affect this resource:

- 1) Negotiations between MRWPCA and MCWD;
- 2) MCWD's rate study, which will provide information regarding projected costs; and
- 3) MRWPCA's determination of how to allocate its 300 AFY set aside.

These allocations were determined through a series of Working Group meetings from October 2006 to April 2007. The first step in these meetings was to determine each jurisdiction's need for recycled water resources. Once these requests were obtained, it

became clear that more recycled water was being requested than could be currently supplied. The Working Group adopted the prioritization/methodology/criteria listed under resolution point #2 in resolution 07-10 to develop allocations that could accommodate individual jurisdictions' needs under the current resource restraints, which are currently capped at 1427 AFY of recycled water.

Authority Counsel has reviewed several legal opinions regarding water allocation, including the recently published case "*Vineyard Area Citizens v. Rancho Cordova (2007)*," and has determined that allocation of this water is appropriate at this time since it is more than reasonable that the Board anticipates that this resource will become available in the near term. However, it remains important that negotiations continue and conclude between MRWPCA and MCWD so that project implementation can proceed. Given the level of planning and financial support already attributed to this project and programmed and/or budgeted in the near future, those ongoing negotiations are holding up implementing the delivery of the resource.

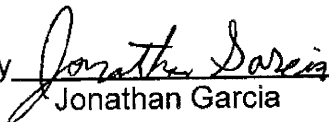
**FISCAL IMPACT:**

A recycled water allocation will allow planned development to proceed on Fort Ord, essential to producing the revenues that pay for habitat management, wildland fire protection, roadway and transit infrastructure, etc.

**COORDINATION:**

Executive Committee, Administrative Committee, Authority Counsel, Working Group, Marina Coast Water District, and Monterey Regional Water Pollution Control Agency.

Prepared by

  
Jonathan Garcia

Approved by

  
Michael A. Houlemard, Jr.

DRAFT

DRAFT  
Resolution 07-10

Attachment  
To Item 7c  
FORA Board Meeting, May 11, 2007

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

**DRAFT**

**DRAFT**

**DRAFT**

**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.

**DRAFT**

**DRAFT**

**DRAFT**

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.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing resolution was passed on this \_\_\_\_ day of \_\_\_\_\_ 2007, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

I, Mayor Russell, Chair of the Board of Directors of the Fort Ord Reuse Authority of the County of Monterey, State of California, 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 \_\_\_\_, Page \_\_\_\_, of the board meeting minutes of \_\_\_\_\_, 2007 thereof, which are kept in the Minute Book resident in the offices of the Fort Ord Reuse Authority.

\_\_\_\_\_ 2007

BY \_\_\_\_\_

Joseph Russell  
Chair, Board of Directors  
Fort Ord Reuse Authority

DRAFT

DRAFT

DRAFT

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.



*Recycled  
Desalinated*

### 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

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**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

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**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;
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  - 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.

~~~~~

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:

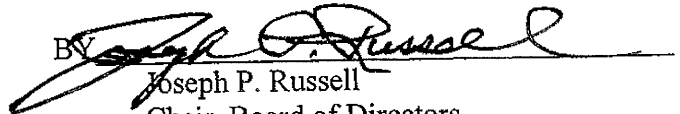
|              |     |                                                                                                                                     |
|--------------|-----|-------------------------------------------------------------------------------------------------------------------------------------|
| 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

6/8/07

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

## EXECUTIVE OFFICER'S REPORT

**Subject:** Outstanding Receivables

**Meeting Date:** May 8, 2015

**Agenda Number:** 11a

**INFORMATION**

### RECOMMENDATIONS:

Receive a Fort Ord Reuse Authority (FORA) outstanding receivables update for April 2015.

### BACKGROUND/DISCUSSION:

Development Fee/Preston Park: In 1997, the U.S. Army and FORA executed an interim lease for Preston Park. Preston Park consisted of 354 units of former Army housing within the jurisdiction of the City of Marina (Marina). Marina became FORA's Agent in managing the property. Marina and FORA selected Mid-Peninsula Housing Coalition to manage the property and lease it to tenants. In 1998, Mid-Peninsula completed rehabilitating Preston Park units and began leasing the property to the public. After repayment of the rehab loan, Marina and FORA have by state law each shared 50% of the net operating income from Preston Park.

The FORA Board enacted a base-wide Development Fee Schedule in 1999. Preston Park is subject to FORA's Development Fee Schedule overlay. In March 2009, the FORA Board approved the MOU between FORA and Marina whereby a portion of the Preston Park Development Fee was paid by the project. In 2009, Marina transferred \$321,285 from Preston Park, making an initial Development Fee payment for the project. The remaining balance is outstanding and was the subject of litigation.

In November 2014, Marina and FORA agreed to settle pending litigation primarily by Marina acquiring FORA's interest in Preston Park. In February 2015, FORA and Marina finalized terms of a settlement agreement and executed the document on February 19. FORA will apply \$2.08 million of the \$35 million settlement amount to the outstanding development fees. Marina has no objection to the settlement funds being applied to the residual fees. An inadvertent property description flaw must be corrected in the initial Army to FORA transfer to complete the transaction. It is anticipated that FORA will receive the settlement payment before the Rabobank loan expires in June.

### FISCAL IMPACT:

All former Fort Ord projects are subject to either the developer fee overlay or the Community Facilities District fees to pay fair share of the California Environmental Quality Act required mitigation measures. In addition, the outstanding balance is a component of the Basewide Mitigation Measures and Basewide Costs described in Section 6 of the FORA Implementation Agreements. If any projects fail to pay their fair share it adds a financial burden to other reoccupied or development projects to compensate.

### COORDINATION:

Executive Committee

Prepared by \_\_\_\_\_ Approved by \_\_\_\_\_  
Ivana Bednarik Michael A. Houlemard, Jr.

# **Placeholder for Item 11b**

**Habitat Conservation Plan Update**

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**This item will be included in the final Board packet.**

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Administrative Committee

**Meeting Date:** May 8, 2015

**Agenda Number:** 11c

**INFORMATION**

### RECOMMENDATION:

Receive a report from the Administrative Committee.

### BACKGROUND/DISCUSSION:

The Administrative Committee met on April 1, 2015 and April 15, 2015, the approved minutes will be included in the final Board packet.

### 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 \_\_\_\_\_  
Rosalyn Charles Michael A. Houlemard, Jr.

# **Placeholder for Item 11d**

**Finance Committee Report**

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**This item will be included in the final Board packet.**



# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Post Reassessment Advisory Committee

**Meeting Date:** May 8, 2015

**Agenda Number:** 11e

**INFORMATION**

### RECOMMENDATION(S):

Receive a Post Reassessment Advisory Committee (PRAC) activity/meeting report.

### BACKGROUND/DISCUSSION:

The PRAC met on Monday, April 20, 2015 and received status updates and deliberated regarding the Trails Working Group, Economic Development related items, Blight Removal, and Regional Urban Design Guidelines. Members asked questions about FORA Prevailing Wage policy and requested additional information from staff at the next meeting.

The next meeting of the PRAC is scheduled for 9am Monday, April 20, 2015.

Approved minutes from the Thursday, March 26, 2015 meeting are attached (**Attachment A**).

### FISCAL IMPACT:

Reviewed by Fort Ord Reuse Authority (FORA) Controller \_\_\_\_\_

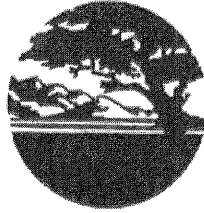
Staff time for this item is included in the approved FORA budget.

### COORDINATION:

PRAC, CSUMB, TAMC, BLM, Administrative and Executive Committees.

Prepared by \_\_\_\_\_  
Josh Metz

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.



**FORT ORD REUSE AUTHORITY**  
**BASE REUSE PLAN POST-REASSESSMENT ADVISORY COMMITTEE (PRAC)**  
**MEETING MINUTES**

12:45 p.m., Thursday, March 26, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

**1. CALL TO ORDER**

Confirming a quorum, Fort Ord Reuse Authority (FORA) PRAC Chair Victoria Beach called the meeting to order at 12:50 pm. The following people were in attendance:

**Committee Members**

Victoria Beach (Chair), City of Carmel  
Gail Morton, City of Marina  
Allan Haffa, City of Monterey  
Andre Lewis, CSUMB

**Staff**

Michael Houlemard, FORA  
Steve Endsley, FORA  
Jonathan Garcia, FORA  
Josh Metz, FORA

**Other Attendees**

Steve Matarazzo, UCSC  
Tim O'Halloran, City of Seaside  
Phyllis Meurer, member of the public  
Scott Waltz, member of the public  
Bob Schaffer, member of the public  
Jaine Haines, member of the public  
Ariana Green, TAMC

**2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

None.

**3. APPROVAL OF MEETING MINUTES**

MOTION: Allan Haffa moved, seconded by Victoria Beach, to approve the February 26, 2015 meeting minutes, with changes requested and submitted by Jane Haines.

MOTION PASSED: Unanimous.

**4. PUBLIC COMMENT PERIOD**

Jane Haines commented on recent Board action to not take up reconsideration of the FORA Prevailing Wage policy and requested PRAC take up this topic at the next meeting.

**5. BUSINESS ITEMS**

**a.) Receive Laura Thompson's SF Bay Trail Process presentation**

Members received a Power Point presentation from Laura Thompson, San Francisco Bay Trail Project Manager with the Association of Bay Area Governments (ABAG). Ms. Thompson outlined the planning process, including legislation, funding, representation, staffing and implementation. She explained that Senate Bill 100, adopted in 1987, created the concept of a continuous hiking/biking trail around the bay and directed ABAG to complete a Bay Trail plan. She emphasized the need for regional support in the form of resolutions of support from all

cities and counties. Ms. Thompson additionally recommended a 'Gap Analysis' to identify issues with building a continuous trail.

Members discussed the presentation, including funding possibilities, naming/unifying options, and which organizations would be suitable to implement a similar project.

## **b.) Trails Discussion**

### **i. FORA Trails Working Group**

Members suggested coordinating a working group with the appropriate staff who plan routes in every local jurisdiction to ensure local routes meet up at the borders. The group should also include a TAMC representative and a FORTAG representative. Ms. Thompson suggested that once the jurisdictions come together and get individual plans into an overall alignment, the Gap Analysis should be the next step.

### **ii. TAMC: Trail Planning Advisory Coalition (PAC) & Wayfinding Committee**

TAMC representative Ariana Green explained the PAC & Wayfinding Committee were determining how to sign existing routes, including designing an informative sign and branding regional routes. TAMC is currently updating their regional bike maps and contracting with Alta for sign design and locations.

### **iii. CSUMB/AMBAG Mapping Project**

Chair Beach noted that the Association of Monterey Bay Area Governments (AMBAG) has begun to update their GIS technology to parallel TAMC's recreational/trails routes. She noted that with only one CSUMB GIS class per semester, a small group of CSUMB students would be able to work on mapping regional trails electronically. AMBAG has indicated their intent to help CSUMB with a GIS lab.

## **c.) Economic Development update**

FORA's recruitment for an Economic Development Coordinator closes April 20th. A kick-off meeting will be scheduled with CSUMB and the County to work towards an agreement for economic development activity and begin the process of interlacing FORA's work with the jurisdictions.

## **d.) Blight Removal Update**

At their March meeting, the FORA Board approved the submittal of a \$3M I-Bank loan application. FORA's matching \$3.5M in land sales revenue should retire FORA's \$6.5M remaining building removal obligation over the next 18 months.

## **e.) Regional Urban Design Guidelines update**

Members received an update on RUDG task force activities, including their direction to schedule a Dover Kohl & Partners presentation at the April FORA Board meeting. The presentation will explain what the guidelines are, and what they are not. The RUDG task force additionally scheduled meetings for April 2<sup>nd</sup> to review the presentation prior to the Board meeting, and for April 23<sup>rd</sup> to hear from the developer representatives on the consultant team information that wasn't included in their final charrette presentation.

6. **ITEMS FROM MEMBERS**

Chair Beach requested that the PRAC discuss whether to make the issue of prevailing wage on the former Fort Ord part of the PRAC's purview.

7. **ADJOURNMENT**

The next meeting of the PRAC was scheduled for Monday, April 20 at 9:00 a.m. The meeting was adjourned at approximately 2:45 p.m.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Regional Urban Design Guidelines Task Force

**Meeting Date:** May 8, 2015

**Agenda Number:** 11f

**INFORMATION**

### RECOMMENDATION(S):

Receive Regional Urban Design Guidelines (RUDG) Task Force (Task Force) Update.

### BACKGROUND/DISCUSSION:

The RUDG Task Force met on Thursday, April, 23, 2015. The Task Force reviewed draft presentations from RUDG consultant team members, Pinnacle Advisory Services/Civitas Consulting. The report focused on "Developer Perspectives" produced during and subsequent to the February 2015 design charrette (**Attachment A**). Members provided feedback and suggestions.

The next meeting of the Task Force was scheduled for 9:00 am, Friday May 1, 2015.

Approved March 23 and April 2, 2015 minutes are attached (**Attachment B**).

### FISCAL IMPACT:

Reviewed by Fort Ord Reuse Authority (FORA) Controller \_\_\_\_\_

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

### COORDINATION:

Administrative Committee, RUDG Task Force, and Dover, Kohl & Partners.

Prepared by \_\_\_\_\_  
Josh Metz

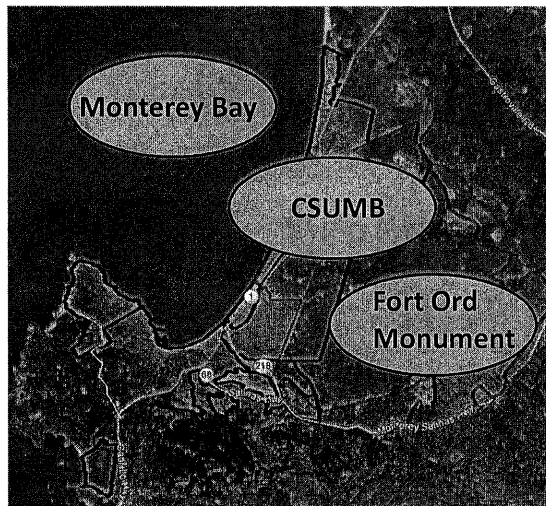
Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

## Developer Perspectives

Fort Ord  
RUDG Task Force Meeting  
Thursday April 23, 2015

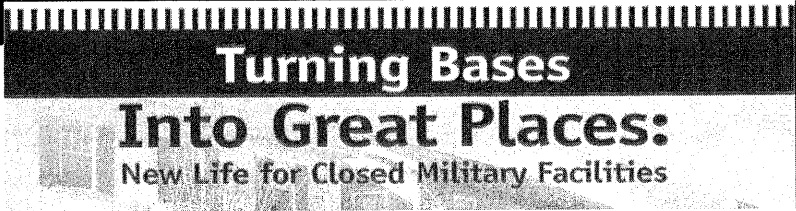
Pinnacle Advisory Services/Civitas Consulting

## Developer Perspectives



Near term development opportunities should play off existing major assets

## Developer Perspectives



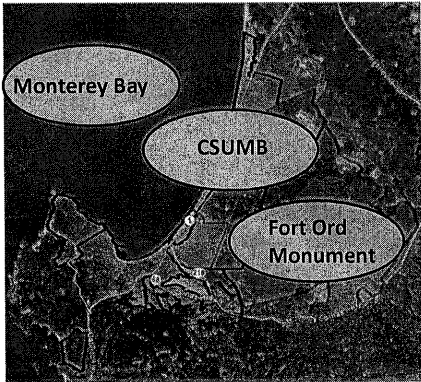
~~Orlando Naval Training Center~~ → Baldwin Park

~~Glenview Naval Air Station~~ → The Glen

~~San Diego Naval Training Center~~ → Liberty Station

~~Fort Ord Redevelopment~~ → University Park (or other)

## Developer Perspectives



Fort Ord Redevelopment becomes a community project identity that is branded and marketed as a specifically defined destination

University Park  
(or other)

## Developer Perspectives

Create a BRAND through the RUDG process for the FORA lands

### Consistent Landscaping

- Corridors
- Trails

### Signage

- Street names including freeway offramps, i.e. Lightfighter or Imjin becomes University Parkway

### Significant Monumentation

- At gateways

## Developer Perspectives

### Current home prices and need for affordability

Only 27% of Monterey County residents can afford median home price of 460K

The median household income in Monterey County is \$60,143. How much house will that buy?



**Developer Perspectives**

**Current home prices and need for affordability**

A Monterey County household with a median income of \$60,143 can spend roughly 27% or \$1,353 per month on housing including principal, interest, taxes and private mortgage insurance.

With 3% down and 97% financing their income can support the purchase of a home up to

- \$238,500 at 4% interest
- \$217,000 at 5% interest
- \$198,000 at 6% interest

**Developer Perspectives**

**Current median single family sales prices**

|               |                        |
|---------------|------------------------|
| Del Rey Oaks  | \$450,000              |
| Marina        | \$423,808              |
| Seaside       | \$355,325              |
| East Garrison | \$449,000 to \$648,000 |
| The Dunes     | \$494,000 to \$634,000 |

## Developer Perspectives

There is a need to lower cost of residential housing to

- Broaden the market
- Create faster absorption
- Contribute to **Economically Sustainable** development on FORA land
- Increase economic diversity

## Developer Perspectives

### Economics of Building a Home

|                     |           |
|---------------------|-----------|
| Lot Costs           | 17-20%    |
| Home Costs          | 72-75%    |
| <u>Period Costs</u> | <u>8%</u> |
| Total Cost          | 100%      |

Revenue (Sales Price of Home)

Revenue-Total Costs = Profit

## Developer Perspectives

### Lot Costs

- Land cost
- Indirect costs
- Offsite costs
- Onsite costs
- Capitalized property tax
- Capitalized interest

## Developer Perspectives

### Home Costs

- Direct construction costs
- Permit and impact fees
- Indirect costs
- Model amortization
- Architect fees
- Interest (% of cost for 6 months)
- Customer service

## Developer Perspectives

### Period Costs

- Marketing (3%)
- Model/spec maintenance (1%)
- Closing costs (0.5%)
- Commissions (3.5%)

## Developer Perspectives

### Recap - What Costs Does FORA Affect

#### Lot Costs

- Land cost
- Indirect costs

#### Home Costs

- Direct construction costs
- Permit and impact fees

## Developer Perspectives

### Reduce Construction Costs

- Review street construction standards
- Continually evaluate prevailing wage calculation
- Evaluate development fee structure including FORA fee structure; impact fees and other development fees
- Evaluate architectural design standards that may be required in the Specific Plans

## Developer Perspectives

### Retail Development

Measure the Fort Ord development horizon in decades not years.

Like a private developer the community should land bank some of the commercial lands until future demand materializes to justify adding more space.

## Developer Perspectives

### Retail Development

There is limited demand for additional retail space in the near term with the exception of food, beverage and neighborhood serving retail.

Potential may exist for a small grocery store, restaurants or other convenience-oriented shops serving the area near CSUMB, East Garrison and the Dunes ideally in close proximity to the core of CSUMB.

## Developer Perspectives

### In Summary

- Develop brand for Fort Ord
- Reduce costs
- Focus in the near term on a few key locations



**FORT ORD REUSE AUTHORITY**  
**REGIONAL URBAN DESIGN GUIDELINES (RUDG) TASK FORCE**  
**MEETING MINUTES**

10:00 AM March 23, 2015 FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

**1. CALL TO ORDER**

RUDG Task Force Chair Michael Houlemard called the meeting to order at 10:05 am.

**Committee Members**

John Dunn, City of Seaside  
Victoria Beach, City of Carmel-by-the-Sea  
Layne Long, City of Marina  
Elizabeth Caraker, City of Monterey  
Anya Spear, CSUMB

**Staff**

Michael Houlemard, FORA  
Steve Endsley, FORA  
Jonathan Garcia, FORA  
Josh Metz, FORA  
Crissy Maras, FORA

**Other Attendees**

Jane Haines, Member of the public  
Bob Schaffer, Member of the public  
Phyllis Meurer, Member of the public  
Steve Matarazzo, University of California Santa Cruz  
Hernan Guerrero, Dover, Kohl, and Partners (DKP) (via conference/video call)

**2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

None.

**3. APPROVAL OF MEETING MINUTES**

- a. March 3, 2015 Meeting Minutes
- b. February 23, 2015 Meeting Minutes

MOTION: John Dunn moved, seconded by Victoria Beach, to approve both sets of minutes as presented.

MOTION PASSED: Unanimous.

**4. PUBLIC COMMENT PERIOD**

None.

**5. BUSINESS ITEMS**

- a. Receive/review consultant's RUDG Progress Report

In preparation for the April 10<sup>th</sup> RUDG update to the FORA Board, FORA Senior Planner Josh Metz and DKP representative Hernan Guerrero reviewed an updated PowerPoint (PPT) Presentation with the Committee. The presentation was split into a FORA PPT and a DKP PPT.

FORA Slide 3, Policy Clarifications, was reviewed. Mr. Guerrero noted that the 1997 Base Reuse Plan language for the final bullet that the guidelines would apply to five main areas “as well as other areas to be determined” could be expanded to include any other areas that have been identified over the years. Mr. Guerrero specified that other than the five main areas, transit hubs were identified during the February 2015 charrette process.

FORA Slide 6, Policy Clarifications, will be refined based on Committee member comments. Also, Authority Counsel is preparing a draft legal opinion to confirm previous legal opinions regarding what RUDG are and what they are not. The legal opinion should be finalized in time for the April Board meeting.

Mr. Guerrero reviewed the DKP PPT which presented a spectrum of RUDG specificity, ranging from very specific to not specific. The Committee discussed the difference between ‘recommended’ and ‘required’ and how the RUDG would impact future projects. Members also discussed a possible project scoring system, similar to LEED scoring, that could be customized toward Fort Ord development.

Committee members and FORA staff provided feedback to Mr. Guerrero, who will refine the DKP presentation with Mr. Metz. The Committee scheduled April 2<sup>nd</sup> at 10:00 AM to review the refined presentation. Members requested that a DKP principal attend the April 10<sup>th</sup> FORA Board meeting in person. Members anticipate that the April Board meeting will provide an opportunity to review the spectrum of specificity examples that DKP included in their PPT.

6. **ITEMS FROM MEMBERS**

None.

7. **ADJOURNMENT**

The next meeting of the RUDG Task Force was set for Thursday, April 2, 2015 at 10 am in the FORA Conference Room. An additional RUDG Task Force meeting was scheduled for Thursday April 23, 2015 in the FORA Conference Room.

Meeting adjourned at 12:00 pm.





# FORT ORD REUSE AUTHORITY

## REGIONAL URBAN DESIGN GUIDELINES TASK FORCE REGULAR MEETING NOTES

10:00 a.m., Thursday, April 2, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

### 1. CALL TO ORDER AND ROLL CALL

Chair Michael Houlemard called a meeting of the whole to order at 10:10 a.m. The following were present:

#### Members:

John Dunn, City of Seaside  
Victoria Beach, City of Carmel-by-the-Sea  
Andre Lewis, CSUMB

#### FORA Staff:

Michael Houlemard  
Jonathan Garcia  
Josh Metz  
Crissy Maras

#### Others:

Beth Palmer  
Bob Schaffer  
Jane Haines  
Phyllis Meurer  
Brian Boudreau  
Don Hofer  
Steve Matarazzo  
Jason King, DKP (via phone)

### 2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Chair Houlemard announced three open FORA employment recruitments – Economic Development Coordinator, Transportation Planner, and Executive Assistant.

### 3. APPROVAL OF MEETING MINUTES

- a. March 23, 2015 Meeting Minutes

With no quorum, approval of the March 23, 2015 meeting minutes was deferred to the next meeting.

### 4. PUBLIC COMMENT PERIOD

None

### 5. BUSINESS ITEMS

- a. Receive/review consultant's draft 4/10/15 Board presentation

FORA Senior Planner Josh Metz reviewed a power point presentation that he and Victor Dover would be providing at the April 10<sup>th</sup> FORA Board meeting. The group made editing and format comments. Mr. Metz provided a legal memo from FORA counsel that explained the scope of planning authority vested in FORA by the RUDG, and a milestone sequence diagram outlining relevant events over the last several years. The group heard comments from members of the public regarding their concerns in areas that have munitions or other hazardous restrictions. Chair Houlemard responded to comments and noted that all Base Reuse Plan requirements would be addressed in the RUDG deliverables.

### 6. ITEMS FROM MEMBERS

City of Seaside City Manager John Dunn announced that the City had released the Monterey Downs Environmental Impact Report and had scheduled an April 30<sup>th</sup> public workshop at 6:30 p.m.

### 7. ADJOURNMENT

Chair Houlemard adjourned the meeting at 11:35 a.m.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Veterans Issues Advisory Committee

**Meeting Date:** May 8, 2015

**Agenda Number:** 11g

**INFORMATION**

### **RECOMMENDATION:**

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

### **BACKGROUND/DISCUSSION:**

The VIAC held meetings on March 26 and April 23, 2015. The approved minutes from those meetings will be included in the final Board packet.

### **FISCAL IMPACT:**

Reviewed by FORA Controller \_\_\_\_\_

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

### **COORDINATION:**

VIAC

Prepared by \_\_\_\_\_  
Crissy Maras

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

| <b>FORT ORD REUSE AUTHORITY BOARD REPORT</b> |                                      |
|----------------------------------------------|--------------------------------------|
| <b>EXECUTIVE OFFICER'S REPORT</b>            |                                      |
| <b>Subject:</b>                              | Water/Wastewater Oversight Committee |
| <b>Meeting Date:</b>                         | May 8, 2015                          |
| <b>Agenda Number:</b>                        | 11h                                  |
| <b>INFORMATION</b>                           |                                      |

**RECOMMENDATION:**

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

**BACKGROUND/DISCUSSION:**

The WWOC held meetings on April 1<sup>st</sup> and 15<sup>th</sup>, 2015. The approved minutes from those meetings will be included in the final Board packet.

**FISCAL IMPACT:**

Reviewed by FORA Controller \_\_\_\_\_

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

**COORDINATION:**

WWOC

DRAFT

Prepared by \_\_\_\_\_  
 Crissy Maras

Approved by \_\_\_\_\_  
 Michael A. Houlemard, Jr.

# **Placeholder for Item 11i**

**Travel Report**

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**This item will be included in the final Board packet.**

# FORT ORD REUSE AUTHORITY BOARD REPORT

## EXECUTIVE OFFICER'S REPORT

**Subject:** Public Correspondence to the Board

**Meeting Date:** May 8, 2015

**Agenda Number:** 11j

**INFORMATION**

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

DRAFT

**- END -**

**DRAFT  
BOARD PACKET**