



FORT ORD REUSE AUTHORITY

920 2nd Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | www.fora.org

ADMINISTRATIVE COMMITTEE MEETING

8:15 a.m. Wednesday, April 1, 2015

920 2nd 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

ACTION

a. March 4, 2015 Administrative Committee Minutes

b. March 18, 2015 Administrative Committee Minutes

6. AGENDA REVIEW – APRIL 10, 2015 BOARD MEETING

INFORMATION/ACTION

7. BUSINESS ITEMS

a. Discuss Fort Ord Reuse Authority Prevailing Wage Program

INFORMATION/ACTION

b. Review FY 2015/16 Capital Improvement Program Revenue Projections

INFORMATION/ACTION

c. Transportation Agency for Monterey County Marina-Salinas Multimodal Corridor Plan Presentation

i. Receive Presentation

INFORMATION

ii. Provide Board Recommendation

ACTION

d. Receive Economic Development Program Status Report

INFORMATION

i. Economic Development Coordinator Recruitment

ii. California State University Monterey Bay Coordination

e. Receive Status Report on Marina Coast Water District Proposed Water Augmentation Project

INFORMATION

8. ITEMS FROM MEMBERS

9. ADJOURNMENT - Next Meeting Date: April 15, 2015

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FORT ORD REUSE AUTHORITY

ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES

8:15 a.m., Wednesday, March 4, 2015 | FORA Conference Room
920 2nd Avenue, Suite A, Marina CA 93933

1. CALL TO ORDER

Chair Houlemard called the meeting to order at 8:20 a.m. The following were present (**voting members*):

Melanie Beretti, County of Monterey*
Elizabeth Caraker, City of Monterey*
John Dunn, City of Seaside*
Layne Long, City of Marina*
Diana Ingersoll, City of Seaside
Vicki Nakamura, MPC
Patrick Breen, MCWD
Anya Spear, CSUMB

Bill Kocher, MCWD
Chris Placco, CSUMB
Steve Matarazzo, UCSC
Lyle Shurtleff, BRAC
Tim O'Halloran, City of Seaside
Peter Le, MCWD
Bob Schaffer
Wendy Elliot, MCP

FORA Staff:
Michael Houlemard
Steve Endsley
Jonathan Garcia
Lena Spilman
Crissy Maras

Voting Members Absent: Dan Dawson.

2. PLEDGE OF ALLEGIANCE

Bill Kocher led the Pledge of Allegiance.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Lyle Shurtleff distributed copies of the 2015 Fort Ord Environmental Cleanup Community Survey, requesting committee member participation.

Chair Houlemard discussed the upcoming March 13, 2015, California Central Coast Veterans Cemetery Ground Breaking Reception, noting extraordinary contributions to the event from the City of Seaside, Monterey-Salinas Transit, the County of Monterey, and the Army.

4. PUBLIC COMMENT PERIOD

None.

5. APPROVAL OF MEETING MINUTES

a. February 4, 2015 Administrative Committee Meeting Minutes

b. February 18, 2015 Administrative Committee Meeting Minutes

MOTION: Steve Matarazzo moved, seconded by Anya Spear, to approve the minutes, as presented.

MOTION PASSED: Ayes: Ingersoll, Caraker, Beretti. Noes: None. Absent: Dawson, Long.

John Dunn entered at 8:25 a.m. (replacing alternate Diana Ingersoll)

6. FEBRUARY 13, 2014 BOARD MEETING AGENDA REVIEW

Chair Houlemard noted a typo on the agenda as to the date of the February Board meeting, which should read March 13 instead of March 4.

Layne Long entered at 8:30 a.m.

Principal Analyst Robert Norris provided an overview of the prevailing wage report that would be included in the final Board packet and Chair Houlemard described the I-Bank proposal to facilitate completion of FORA's remaining building removal obligation. He agreed to distribute a concept proposal and loan terms to all Committee members. Layne Long suggested amending the economic development program proposal to include establishment of an economic development funding pool, accessible to jurisdictions for the purpose of enhancing individual economic development activities. Chair Houlemard stated he would include Mr. Long's suggestion in the staff report as an alternative for Board consideration. Chair Houlemard reviewed the draft Board travel report and discussed the upcoming Association of Defense Communities Installation Innovation Forum in Monterey and the Federal Legislative Mission to Washington, DC.

7. BUSINESS ITEMS

a. Fort Ord Pollution Legal Liability Insurance Policy – Review Draft Cross Border Claim Agreement

Chair Houlemard stated the County of Monterey was in the process of working on adjustments to the agreement and discussed the importance of moving the item forward to completion as quickly as possible.

b. Capital Improvement Program (CIP) Development Forecast Updates

Chair Houlemard announced that FORA staff needed to receive development forecasts from all jurisdictions as soon as possible so that CIP review could commence at the next meeting.

c. Environmental Services Cooperative Agreement (ESCA) Update/Long-Term Discussion

ESCA Program Manager Stan Cook provided an update on ESCA long-term stewardship issues.

d. Marina Coast Water District (MCWD) proposed Water Augmentation Project

Assistant Executive Officer Steve Endsley introduced the item, noting that MCWD had requested to make a presentation to the Board at the March 13, 2015 Board meeting. MCWD Interim General manager Bill Kocher provided the Committee and preview of the Board presentations and responded to questions and suggestions from members of the Committee. MCWD Board member/FORA ex-officio Board member Peter Le also addressed the Committee and responded to questions.

8. ITEMS FROM MEMBERS

None.

9. ADJOURNMENT

Chair Houlemard adjourned the meeting at 10:05 a.m.



FORT ORD REUSE AUTHORITY

ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES

8:15 a.m., Wednesday, March 18, 2015 | FORA Conference Room
920 2nd 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
Melanie Beretti, County of Monterey
Chris Placco, CSUMB

Steve Matarazzo, UCSC
Todd Muck, TAMC
Tim O'Halloran, City of Seaside
Lisa Rheinheimer, MST
Chuck Lande
Bob Schaffer
Andy Sterbenz, Schaff & Wheeler
Wendy Elliot, MCP

FORA Staff:
Michael Houlemard
Steve Endsley
Jonathan Garcia
Lena Spilman
Crissy Maras

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

2. PLEDGE OF ALLEGIANCE

Steve Matarazzo led the Pledge of Allegiance.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Executive Officer Michael Houlemard discussed the widely attended California Central Coast Veterans Cemetery Ground Breaking Reception, thanking the many local agencies and organizations that contributed to making the event a success.

4. PUBLIC COMMENT PERIOD

None.

5. FOLLOW UP - MARCH 13, 2014 BOARD MEETING

Mr. Houlemard reviewed Board actions from the March 13th Board meeting. He explained that FORA staff planned to coordinate discussions regarding water augmentation projects with regional agencies and to provide a status report to the Board at the next meeting. The Committee discussed the need to ensure there is no conflict between the CalAm water project and the proposed Marina Coast Water District project.

Mr. Houlemard stated that staff planned to move forward to implement the Board-approved economic development program, which would include solicitation for a new Economic Development Coordinator staff position. The Board also directed staff to return at the next Board meeting with information regarding the establishment of a FORA prevailing wage program. He noted that staff would continue to pursue state enforcement alternatives as it developed a FORA prevailing wage enforcement program for Board review.

6. BUSINESS ITEMS

a. Fort Ord Pollution Legal Liability Insurance Policy – Review Draft Cross Border Claim Agreement

FORA Senior Planner Jonathon Garcia announced that FORA was awaiting input from the County of Monterey on proposed adjustments. Melanie Beretti confirmed that the County planned to meet that week to discuss the item.

b. Capital Improvement Program (CIP) Development Forecast Updates

Mr. Garcia announced that FORA staff had received development updates from all jurisdictions except for Marina and that staff would begin drafting the CIP as soon as the last forecast was received.

8. ITEMS FROM MEMBERS

None.

9. ADJOURNMENT

Chair Dawson adjourned the meeting at 8:37 a.m.

DRAFT

- START -

**DRAFT
BOARD PACKET**



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REGULAR MEETING

FORT ORD REUSE AUTHORITY BOARD OF DIRECTORS

Friday, April 10, 2015 at 2:00 p.m.

910 2nd 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. CONSENT AGENDA

- a. Approve February 13, 2015 Board Meeting Minutes ACTION
- b. Approve March 13, 2015 Board Meeting Minutes ACTION

8. BUSINESS ITEMS

- a. Consider Fort Ord Reuse Authority Prevailing Wage Program INFORMATION/ACTION
- b. Receive Update on Proposed Regional Urban Water Augmentation Project Coordination INFORMATION/ACTION
- c. Economic Development Program INFORMATION
 - i. Economic Development Coordinator Recruitment
 - ii. Status Report
- d. Regional Urban Design Guidelines Update INFORMATION
 - i. Contract implementation Report
 - ii. Consultant Team Product Delivery Report
- e. Review Transportation Agency for Monterey County Marina-Salinas Multimodal Corridor Plan INFORMATION

- f. Environmental Services Cooperative Agreement (ESCA) Quarterly Update INFORMATION

9. 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.

10. 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 and Wastewater Oversight Committee INFORMATION
- i. Travel Report INFORMATION
- j. Public Correspondence to the Board INFORMATION

11. ITEMS FROM MEMBERS

12. ADJOURNMENT

NEXT BOARD MEETING: MAY 8, 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.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Consider Fort Ord Reuse Authority Prevailing Wage Program	
Meeting Date:	April 10, 2015	INFORMATION/ACTION
Agenda Number:	8a	

RECOMMENDATION:

- 1) Receive a former Fort Ord prevailing wage policy and enforcement report.
- 2) Provide direction regarding the Fort Ord Reuse Authority ("FORA") prevailing wage compliance role.

BACKGROUND:

Adopting a prevailing wage requirement (as a base-wide policy) surfaced during legislative 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 Master Resolution was adopted on March 14, 1997. Article 3.03.090 of the Master Resolution required/confirmed that prevailing wage be paid for all first generation projects occurring on parcels subject to the Base Reuse Plan.

Discussion regarding the prevailing wage requirements continued and was included in Base Reuse Plan 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, and that agencies file notices of their public works projects with DIR. The new legislation requires 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 the confirmation from Authority Counsel that FORA projects are covered as public works projects under SB 854.

DISCUSSION:

At its March 13, 2015 meeting, Board members passed a motion authorizing the Executive Officer to request a DIR determination on FORA projects. Additionally, several Board members requested that staff not wait for DIR's determination, but 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 previously individual jurisdictions have assumed prevailing wage compliance responsibilities, most recently, Marina staff asked FORA staff 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 CIP 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 seeks Board policy direction on this matter.

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

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



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Attachment A to Item 8a
FORA Board Meeting, 04/10/15

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.

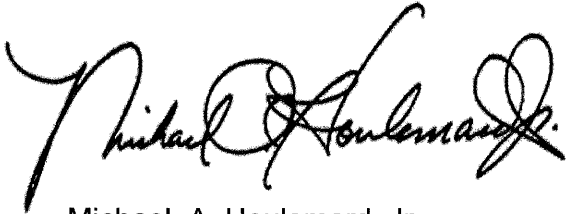
The FORA Board adopted its Master Resolution on March 14, 1997. Article 3.03.090 of the Master Resolution requires that prevailing wage be paid for all first generation projects occurring on parcels subject to the Base Reuse Plan. This originally public land (US Army) is conveyed to FORA, from FORA to 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, reading "Michael A. Houlemard, Jr." The signature is stylized with large, flowing loops and a prominent initial "M".

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
Summary	FORA compliance with consultant monitors	FORA compliance with staff monitors	FORA compliance with SB 854 determination and staff monitors
FORA Master Resolution Amendment for Compliance Program	Yes	Yes	Yes, if DIR determines that Fort Ord does not fall under SB 854
Estimated Cost	Assuming 80 hours per week plus compliance software: \$320,000 per year.	Assuming 2 FTE plus compliance software: \$250,000 per year.	Unknown
Estimated Schedule	Selection period could be completed in 2 months.	Selection period could be completed in 3 months.	Unknown
Estimated Duration	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
Flexibility with changing development cycles	Flexibility could be addressed in contract	Hiring additional personnel when needed may be challenging	Unknown
Long-term obligations	FORA responsibility ends on 06/30/2020	Any retiree benefits will be need to 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. 2nd 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 voluntarily 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

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

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.*

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject: Receive Update on Proposed Regional Urban Water Augmentation Project Coordination	
Meeting Date: April 10, 2015	INFORMATION/ACTION
Agenda Number: 8b	

RECOMMENDATION:

Receive update from FORA staff on requested water augmentation project coordination and review answers to questions posed by Board members, staff, and the public during the March 13, 2015 presentation by Marina Coast Water District (MCWD) regarding its desalination planning process (**Attachment A**).

BACKGROUND/DISCUSSION:

Item 9e from March 13, 2015 included additional background on this item and is available at the following website: <http://www.fora.org/Board/2015/Packet/031315BrdPacket.pdf>

At its March 13, 2015 meeting, the FORA Board and public commented extensively on this item. A list of questions and answers from the meeting is included under **Attachment B**. In response to questions about Fort Ord groundwater allocations, staff attached Tables 1.1 and 1.2 from the FY 2013-14 FORA Annual Report (**Attachment C**), which compare water allocations, project entitlements, and amount of water currently being pumped. A significant concern surfaced that, if the proposed MCWD desalination project sites its intake wells too close to the CalAm desalination project's intake wells, it could potentially jeopardize both projects. Toward the end of the discussion, Supervisor Potter extended an olive branch that, although conflicts over the prior Regional Project exist between MCWD and CalAm, he sees an opportunity for cooperation as each proceed with processing their individual desalination projects. Supervisor Potter noted that the CalAm and MCWD desalination projects should be compatible and encouraged coordination between the two groups. The Board passed a substitute motion made by Supervisor Potter and seconded by Councilmember Morton to receive the report.

FORA staff hosted a coordination meeting which included MCWD, CalAm, MRWPCA, and other local agency staff representatives on March 24, 2015. At the meeting, several items were clarified between MCWD and CalAm. For example, MCWD's prior desalination project planning efforts considered siting wells into the 180-foot aquifer, whereas the CalAm desalination project sites shallow wells that do not enter the 180-foot aquifer. CalAm also noted that their original planning for their project included potential for accommodation of MCWD needs and provision of service to the former Fort Ord. This has been held in abeyance due to legal proceedings between the parties. At the meeting, staff representatives decided to continue to schedule coordination meetings between MCWD, CalAm, and other stakeholders, and begin efforts to plan a Water Symposium in an attempt to get both Fort Ord water needs and the region back on the same page. Summary meeting notes from this meeting are included under **Attachment D**. FORA staff will report back regularly on the progress of these talks and continue to schedule informational sessions presented by MRWPCA regarding its related water augmentation efforts.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Any water augmentation planning process will have significant costs. Designs for a desalination facility, reclaimed water plant, or various hybrid alternatives, regardless of the lead agency for any particular component, would likely cost several hundred thousand dollars. Some of this cost would likely be passed on to rate payers, but it is unclear as yet what the mix would be. One of the benefits of a planning process is that it will answer cost questions, and who will pay them. It is reasonable to assume that any regional entity processing a project of this nature would incur similar project development costs. It is also likely that MCWD and other agencies may achieve cost savings due to prior work accomplished during the prior 'Regional' phase of the project planning or resulting from potential settlement of legal controversies.

COORDINATION:

MCWD, WWOC, Administrative and Executive Committees.

Prepared by _____
Jonathan Garcia

Reviewed by _____
Steve Endsley

Approved by _____
Michael A. Houlemard, Jr.

Placeholder for Attachment A to Item 8b

**Marina Coast Water District Presentation on Proposed
Regional Urban Water Augmentation Project,
as Presented to the FORA Board on March 13, 2015**

This item will be included in the final Board packet.

Placeholder for Attachment B to Item 8b

**Answers to Questions Posed at the March 13, 2015
FORA Board Meeting Regarding the Marina Coast
Water District's Proposed Regional Urban
Water Augmentation Project.**

This item will be included in the final Board packet.

Table 1.1—Former Fort Ord Water Allocations

Ord Community Land Use Jurisdiction	SVGB Allocation (AFY)	Suballocations To	2013 Consumption Amount (AFY)	Committed Amt. (AFY)	Remaining Amt.(AFY)	Notes:
CSUMB	1,035		442	938	97	
		Campus Build-out projection to 2025	442	938		2007 Campus Master Plan FEIR
City of Del Rey Oaks	242.5		0	0	242.5	
		None	0	0		
City of Monterey	65		0	0	65	
		None	0	0		
County of Monterey	710		15	532.5	177.5	
		East Garrison 1	5	470		Allocation reso. 05-268
		MPC	0	52.5		Allocation
		Ord Market	10	10		Allocation
		Whispering Oaks	0	0		Allocated 93 AFY, then revoked with the approvals
UCMBEST	230		1	1	229	
		UCMBEST Center	11	11		MCWD 10-year Annual Consumption Report (Consumption report)
City of Seaside	1,012.5		859	810.9	201.6	
		Sunbay Apts.	64	120		Allocation 10/23/2001 (FORA – Army MOA Amendment #1)
		Brostrom Park (Bayview)	64	84.8		Allocation 10/23/2001 (FORA – Army MOA Amendment #1)
		Seaside Highlands	170	168.5		Allocation reso. 02-07
		Seaside Resort	1	161.4		Allocation reso. 05-44
		Monterey College of Law	unknown	2.6		Allocation reso. 04-20
		MPC	unknown	9.7		Allocation reso 09-36
		MPUSD	103	103		Consumption report
		Chartwell School	unknown	6.4		Allocation reso. 05-26
		Main Gate	0	149		WSA totaled 207 AFY. Allocation of 149 AFY on 5/15/2008

Table 1.1—Former Fort Ord Water Allocations continued

Ord Community Land Use Jurisdiction	SVGB Allocation (AFY)	Suballocations To	2013 Consumption Amount (AFY)	Committed Amt. (AFY)	Remaining Amt.(AFY)	Notes:
City of Seaside, <i>(continued)</i>		Blackhorse & Bayonet Golf Courses	457	0		Agreed on 4/1/10: 2,500 AF in exchange for 17 acre parcel; maximum 500 AFY (temporary)
		American Youth Hostel	0	5.5		Agreed on 12/15/2007: Joint Seaside City Council/RDA meeting - Army-Seaside land exchange
U.S. Army	1,582		707	707	875	Consumption
		None	707	707		
State Parks and Rec.	39.5		0	0	39.5	
		None	0	0		
City of Marina	1,325		271.7	1,311.4	13.6	
		Abrams Park	74	74		Consumption report
		Cypress Knolls	0	156.1		Allocation 11/8/2006
		Marina Heights	14	292.4		Allocation 3/3/2004
		Preston Park	107	107		Consumption report
		MPUSD	5	5		Consumption report
		Dunes on Monterey Bay	33	593		Allocation 5/31/2005
		Rockrose Gardens	unknown	4.9		Allocation 6/9/2011
		Airport	4	4		Consumption report
		MPC	unknown	7		Allocation 2/6/2007
		Promontory	unknown	33.3		Allocation 7/2/2014
		Other existing	34.7	34.7		Consumption report
Marina Sphere	10		0	0	10	
		None	0	0		
Reserved to cover line loss	348.5			348.5		
Total GW:	6,600		2,290.7	4,649.3	1,950.7	

Sources: FORA 2012, Marina Coast Water District 2013

Notes:

“SVGB Allocation (AFY)” means allocations of Salinas Valley Groundwater Basin water made by the FORA Board after Army transferred the majority of its 6,600 AFY Salinas Valley Groundwater Basin water rights to FORA.

“Suballocations To” means FORA agency’s allocation of its water rights to a specific project or projects, or tracking of 2012 consumption data when no project allocation exists.

“Committed amount (AFY)” means project suballocation, when it exists, or 2013 consumption data when no project allocation exists. Bayonett and Blackhorse Golf Courses water consumption is not counted (temporarily) as a committed amount since MCWD delivery of augmented water will replace this consumption when available. According to the 4/1/10 MCWD-Seaside agreement, MCWD will provide 2,500 AF of potable or recycled water to the golf courses in exchange for a 17-acre parcel; maximum annual water consumption is 500 AFY.

Table 1.2—Fort Ord Recycled Water Allocations

Ord Community Land Use Jurisdiction	Recycled Water Allocation (AFY)
CSUMB	87
UC MBEST	60
County of Monterey	134
City of Del Rey Oaks	280
City of Seaside	453
City of Marina	345
Subtotal	1359
Line Loss	68
Former Fort Ord Recycled Water Total	1427

Notes:

“Recycled Water Allocation (AFY)” means allocations of Recycled Water made by the FORA Board on 05/11/2007. It is further noted that a number of former Fort Ord development projects (e.g. Seaside Resort Golf Courses and East Garrison) now include recycled water infrastructure (purple pipes) to deliver recycled water for landscaping when it becomes available.

Residential Unit and Population Monitoring

Section 3.11.5.4(b) of the BRP notes that FORA will incorporate jurisdictions’ reports on the residential population and units in its annual report. Based on current information, Table 2 shows the current former Fort Ord population estimate and Table 3 shows projected former Fort Ord population within the next year. Each of the housing areas listed in Tables 2 and 3 is served from FORA groundwater allocations.

Table 2—Current Former Fort Ord Population Estimate

Category	Units	Occu-pancy /Unit	Popula-tion
POM Annex	1,590	2.6	4,134
CSUMB	1,253	2	2,506
East Garrison	100	2.6	260
Seaside Highlands	380	2.6	988
Seaside Resort	3	2.6	8
Dunes on Monterey Bay	108	2.6	281
Preston Park	352	2.6	915
Abrams B	192	2.6	499
Housing Authority	56	2.6	146
Shelter Outreach Plus	39	2.6	101
Veterans Transition Center	13	2.6	34
Interim Inc	11	2.6	29
Sunbay	297	2.6	772
Bayview	225	2.6	585
Estimated Subtotal	4,619		11,258
CSUMB beds			1,832
Estimated Total			13,090



Creegan+D'Angelo
INFRASTRUCTURE
ENGINEERS

MEMORANDUM

To: Jonathan Garcia, Senior Planner, Fort Ord Reuse Authority

From: Leon D. Gomez, P.E.

Date: March 26, 2015

Subject: Notes from Water Augmentation – Staff Coordination Meeting held on March 24, 2015

Job No.: 715002.00

Hello Mr. Garcia,

Please find my summary of notes taken during the Water Augmentation – Staff Coordination Meeting held on Tuesday, March 24, 2015 at the offices of the Fort Ord Reuse Authority in Marina, CA:

- 1997: Identification of an augmentation and recovery program, initially 2500 acre-feet
- The FORA Board: has tasked MCWD with the responsibility to provide augmentation. FORA is happy to stay with their individual project but is also willing to collaborate on a regional effort/solution.
- Cal-Am: met with Brian Lee prior to lawsuits over test wells. Cal-Am agreed to include feed wells for the MCWD project in their modeling effort. However, from review of the historical data, the feed well locations were a moving target and specific locations had not been identified. The “old” project included six (6) wells for 10,000 acre-feet of production. MCWD wells were in the 180-ft aquifer, while Cal-Am’s wells are located in a shallow aquifer.
- MCWD: 10% design would look at vertical well production and what could be used for blend water.
- Cal-Am: Based on their modeling and analysis, the existing outfall has capacity (most of the time) for both projects. In fact, the outfall will perform better with increased and additional flow. Cal-Am’s project EIR should be released in five (5) weeks.
- FORA’s water and wastewater committee has expressed concerns as to the cost of water from these projects and the efficient way to move forward.

- MCWD: based on experience in Santa Cruz, many education programs were established to raise public awareness, but in the final analysis each agency wanted control of their own project.
- The perception of “growth” is the main factor in the public’s perception of desal projects. Cal-Am only has lots of record, so their project is a “get of the Carmel River” project. FORA’s Base Resuse Plan is essentially 100% replacement of what was on the former Fort Ord, therefore not really “growth”.
- MRWPCA (K. Israel): the timing of these projects is critical due to “free money” from state and federal agencies (1% and 2% loans).
- FORA suggested collaboration with CSU Monterey Bay on a speaker’s series regarding water issues, solutions, projects, etc. in order to educate the public. In addition, a “water symposium” could also be held at the university.
- CSUMB: very interested in continuing to participate in these meetings and in hosting a water symposium. However, earliest date for a symposium would likely be August/September 2015.
- FORA suggested regular meetings of this group in order to move forward on a collaborative approach to regional water supply and augmentation projects. FORA will take the lead in identifying key participants and in creating an agenda for the next meet

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject: Economic Development Program	
Meeting Date: April 10, 2015	INFORMATION
Agenda Number: 8c	

RECOMMENDATION:

Receive an Economic Development Program status report.

BACKGROUND/DISCUSSION:

Item 9b from March 13, 2015 included additional background on this item and is available at the following website: <http://www.fora.org/Board/2015/Packet/031315BrdPacket.pdf>

The FORA Board passed a motion endorsing Alternative 1B) (**Attachment A**) on March 13, 2015. After receiving the Board's direction, FORA staff has taken the following Economic Development Program actions:

- 1) Opened recruitment for the Economic Development Coordinator position (**Attachment B**);
- 2) Met with CSUMB to begin formalizing a FORA/CSUMB partnership through a Memorandum of Agreement (**Attachment C**);
- 3) Began to coordinate efforts with Monterey County Economic Development Director David Spaur;
- 4) Joined Monterey Bay Economic Partnership (MBEP) at the \$10,000-level (**Attachment D**);
- 5) Began to coordinate efforts with Monterey County Business Council (MCBC); and
- 6) Reached out to the Cabrillo College Small Business Center.

FISCAL IMPACT:

Reviewed by FORA Controller _____

At its March 13, 2015 meeting, the Board authorized up to \$250,000 in budget for the Economic Development Program, including the new Economic Development Coordinator position. Staff time for this item is included in the approved FORA budget.

COORDINATION:

CSUMB, County of Monterey, MBEP, MCBC, Cabrillo College, Administrative and Executive Committees.

Prepared by _____

Jonathan Garcia

Approved by _____

Michael A. Houlemard, Jr.

B) Reconfigure Economic Development Staff Position *(recommended)*

Reconfigure the Economic Development “Specialist” position advertisement as an Economic Development “Coordinator,” eliciting recruitment help from multiple sources. The Coordinator position would focus on the need for:

- web-based, data-focused, and technology driven support;
- incentive packages/governmental assistance grants/loans; and
- staffing support to an advisory body of the stakeholder jurisdictions/agencies/chambers involved in the regional economic recovery programs.

FORA could supplement this position by collaborating with/funding the CSUMB request for financial support for the Small Business Development Center and the Institute for Innovation and Economic Development (IIED). There would be no increase to previously approved compensation levels or Board directed term limitations.

Exhibit B - proposed draft Economic Development Coordinator job description

Exhibit C - CSUMB request for economic development program assistance

Exhibit D - informational materials on CSUMB IIED

Financial Impact

Economic Development Coordinator:	\$160,000 (up to)
CSUMB/IIED	\$55,000
MBEP	\$10,000
Local Agency Assistance	\$20,000
FORA Support	<u>\$ 5,000</u>
Total:	\$250,000 (up to)

2. Economic Development Staff Position & Consulting Firm

Similar to Alternative 1B (above), reconfigure the Economic Development Specialist position advertisement for lower-level economic development support, eliciting recruitment help from multiple sources. This position would be more focused on the need for web-based, data focused and technology driven support to the regional economic recovery programs rather than a higher level Specialist/Leader approach. FORA would supplement the work of this “new” position by contracting with an economic consultant and/or web savvy consulting firm to provide improved FORA web support for jurisdictions’ economic development.

Solicit consultant proposals to perform support functions for the Economic Development Specialist and the related support that would be required by conducting a selection process for consultant services. Last year the Board members felt this approach did not have sufficient accountability and a consultant might be less invested in the outcome than an in-house program. An alternative is possible to have a consultant to perform all of the defined duties – reporting to a FORA staff member under reorganization if the Board were to change its concern for the accountability issues expressed in 2014.

Financial Impact

Economic Development Coordinator:	\$160,000 (up to)
Consultant:	<u>\$ 90,000</u>
Total:	\$250,000

Placeholder for Attachment B to Item 8b

Economic Development Program

This item will be included in the final Board packet.

Placeholder for Attachment C to Item 8b

Economic Development Program

This item will be included in the final Board packet.

Monterey Bay Economic Partnership

jdossett@mbep.biz



INVOICE

BILL TO
Michael Houlemard
FORA
920 2nd Ave. Suite A
Marina, CA 93933

INVOICE # 1033
TERMS Due on receipt
DATE 03/24/2015
DUE DATE 03/24/2015

ACTIVITY	AMOUNT
Memberships	10,000.00
2015: Annual MBEP Membership	

Thank you for supporting regional economic development.

BALANCE DUE

\$10,000.00

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject: Regional Urban Design Guidelines Update	
Meeting Date: April 10, 2015	INFORMATION
Agenda Number: 8d	

RECOMMENDATION(S):

- i. Receive Regional Urban Design Guidelines (RUDG) Contract Implementation Report.
- ii. Receive RUDG Consultant Team Product Delivery Report

BACKGROUND/DISCUSSION:

(i) RUDG Background

RUDG creation requirement was identified as a separate implementation action under the 1997 Base Reuse Plan. Fort Ord Reuse Authority (FORA) Board approval of the Highway 1 Design Guidelines (2005) was the first stage of RUDG. Subsequently, the 2012 Reassessment Report identified RUDG completion for Gateways, Town & Village Centers, Regional Circulation Corridors and Trails as outstanding Reuse Plan requirements. The Board approved 2014 FORA Staff Work plan included funding for RUDG completion. During 2014, the Board empaneled the RUDG Task Force to oversee RUDG consultant recruitment, advising and project completion. Following a national search, Dover, Kohl & Partners (DKP) along with an interdisciplinary team was selected. In November DKP and FORA staff completed a series of stakeholder interviews during a preliminary Site Visit. In February 2015, DKP and FORA staff, completed a 10-day public design process leading to draft design guideline preparation.

Staff is currently working with DKP to prepare draft RUDG. Board review and consideration of the initial draft is expected at the May 2015 meeting. A review period will follow, wherein Board input will determine the final product. RUDG training and incorporation meetings are planned for the fall 2015.

The FORA Board requested Authority counsel clarify FORA RUDG authority and legal framework (**Attachment A**). The Authority Counsel Memo provides the following clarification:

- Development of RUDG for the Highway 1 Corridor (approved 2005), Town & Village Centers, Gateways, Regional Circulation Corridors, and Trails are required as distinct implementation actions under the Reuse Plan;
- RUDG should focus on issues of visual quality and character;
- Board approved RUDG will establish standards for future consistency determinations; and
- RUDG do not override prior existing consistency determinations, redefine existing land use designations, or existing local zoning and General Plans.

(ii) RUDG Consultant Team Product Delivery Report

During the March meeting Board requested clarification on key guideline concepts and definitions. Staff worked with DKP to produce a summary of potential guideline frameworks and current recommended directions (**Attachment B**) including:

- Fronts face fronts
- Street connectivity
- Primacy of Open Space & vistas
- Scale of public space
- Walkable streets
- Legible centers
- Mix of uses
- Mix housing types
- Context-sensitive trails
- Customized gateways

These elements provide a framework for addressing the design principles in the Reuse Plan. Guideline implementation and consistency determination criteria options would need to be evaluated and refined prior to project completion.

During the March 23, 2015 meeting, RUDG Task Force members requested that a DKP Principal appear at the April 10, 2015 Board meeting to present current directions and guideline spectrum. Accommodating this request requires re-allocation of funds within the existing contract. No additional fiscal impact will be incurred.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for these items is included in the approved FORA budget.

COORDINATION:

RUDG Task Force, PRAC, CSUMB, TAMC, MST, Monterey County, BLM, Administrative and Executive Committees

Prepared by _____
Josh Metz

Approved by _____
Michael A. Houlemard, Jr.

Reviewed by _____
Steve Endsley

Placeholder for Attachments A and B to Item 8d

Regional Urban Design Guidelines Update

This item will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Review Transportation Agency for Monterey County Marina-Salinas Multimodal Corridor Plan	
Meeting Date:	April 10, 2015	INFORMATION
Agenda Number:	8e	

RECOMMENDATION:

Receive a presentation from Transportation Agency for Monterey County (TAMC) regarding its Marina-Salinas Multimodal Corridor planning process (**Attachment A**).

BACKGROUND/DISCUSSION:

Item 8a from July 11, 2014 included additional background on this item and is available at the following website: <http://www.fora.org/Board/2014/Package/071114BrdPacket.pdf>

At its July 11, 2014 meeting, the FORA Board passed a motion supporting the TAMC recommended Marina-Salinas Multimodal Corridor alignment. TAMC staff will present information on cross sections along the recommended Multimodal Corridor alignment. FORA staff prepared a bubble chart showing past actions related to this item (**Attachment B**).

FISCAL IMPACT:

Reviewed by FORA Controller _____

TAMC prepared the analysis, utilizing grant funds, local match and a \$15,000 FORA contribution. Staff time for this item is included in the approved FORA budget.

COORDINATION:

TAMC, Administrative and Executive Committees.

Prepared by _____ Reviewed by _____
Jonathan Garcia Steve Endsley

Approved by _____
Michael A. Houlemard, Jr.

Placeholder for Attachment A to Item 8e

**Review Transportation Agency of Monterey County
Marina-Salinas Multimodal Corridor Plan**

This item will be included in the final Board packet.

Placeholder for Attachment B to Item 8e

**Review Transportation Agency of Monterey County
Marina-Salinas Multimodal Corridor Plan**

This item will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Environmental Services Cooperative Agreement Quarterly Update	
Meeting Date:	April 10, 2015	INFORMATION
Agenda Number:	8f	

RECOMMENDATION:

Receive an Environmental Services Cooperative Agreement (ESCA) status report.

BACKGROUND:

In Spring 2005, the U.S. Army (Army) and the Fort Ord Reuse Authority (FORA) entered negotiations toward an Army-funded Environmental Services Cooperative Agreement (ESCA) for removal of remnant Munitions and Explosives of Concern (MEC) on portions of the former Fort Ord. FORA and the Army entered a formal ESCA agreement in early 2007. Under other ESCA terms, FORA received 3,340 acres of former Fort Ord land prior to regulatory environmental sign-off and the Army awarded FORA approximately \$98 million to perform the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) munitions cleanup on those parcels. FORA also entered into an Administrative Order on Consent (AOC) with U.S. Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) defining contractual conditions under which FORA completes Army remediation obligations for the ESCA parcels. FORA received the "ESCA parcels" after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer on May 8, 2009.

In order to complete the AOC defined obligations, FORA entered into a Remediation Services Agreement with the competitively selected LFR Inc. (now ARCADIS) to provide MEC remediation services and executed a Cost-Cap insurance policy for this remediation work through American International Group (AIG) to assure financial resources to complete the work and to offer other protections for FORA and its underlying jurisdictions.

The ESCA Remediation Program (RP) has been underway for seven (7) years. Currently, the FORA team has completed known ESCA RP field work, pending regulatory review.

DISCUSSION:

The ESCA requires FORA, acting as the Army's contractor, to address safety issues resulting from previous munitions training operations conducted at the former Fort Ord. This allows the FORA ESCA RP team to successfully implement cleanup actions that address three major past concerns: 1) the requirement for yearly appropriation of federal funding that delayed cleanup and necessitated costly mobilization/demobilization expenses; 2) state and federal regulatory questions about protectiveness of previous actions for sensitive uses; and 3) local jurisdictional/community/FORA's desire to reduce, to the extent possible, risk to individuals accessing the property.

Under the ESCA grant contract with the U.S. Army, FORA received approximately \$98 million grant to clear munitions and to secure regulatory approval for the former Fort Ord ESCA parcels. FORA subsequently entered into a guaranteed fixed-price contract with ARCADIS to complete the work as defined in the Technical Specifications and Review Statement (TSRS) appended to the ESCA grant contract. As part of a contract between FORA and ARCADIS, insurance coverage was secured

from AIG for which FORA paid \$82.1 million upfront from grant funds. This policy provides a commutation account which holds the funds that AIG uses to pay ARCADIS for the work performed. The AIG coverage also provides for up to \$128 million to address additional work for both known and unknown site conditions, if needed. That assures extra funds in place to complete the scope of work to the satisfaction of the Regulators. AIG monitors/approves ARCADIS expenditures in meeting AOC/TSRS/ESCA grant requirements.

Based on the Army ESCA grant contract, the EPA AOC requirements and AIG insurance coverage provisions, AIG controls the ARCADIS/AIG \$82.1 million Commutation Account. The full amount was provided to AIG in 2008 as payment for a cost-cap insurance policy where AIG reviews ARCADIS' work performed and makes payments directly to ARCADIS. FORA oversees the work to comply with grant/AOC requirements. Current status follows:

Item	Originally Allocated	Accrued through December 2014
FORA PLL Self-Insurance/Policy Purchase	\$916,056	\$916,056
Reimburse Regulators & Quality Assurance	4,725,000	4,725,000
State of California Surplus Lines Tax, Risk Transfer, Mobilization	6,100,000	6,100,000
Contractor's Pollution Liability Insurance	477,344	477,344
Work Performed ARCADIS/AIG Commutation Account	82,117,553	\$XXXX
FORA Administrative Fees	3,392,656	3,392,656
Total	\$97,728,609	\$XXXX
	Remaining	\$XXXX

FORA Staff met with the Army ESCA Grant Coordinator and her staff along with the Head of Army BRAC HQ on January 7, 2015 to discuss line item adjustments to the FORA Reimbursement Regulators & Quality Assurance and FORA Administrative Fees line items above. The adjustment was requested to compensate for the Army/EPA Dispute Resolution time loss that occurred in 2013/2014 time frame to cover the extension in FORA Administrative Fees. The Army Grant Administrator agreed and the U.S. EPA concurred with realigning \$XXXX from Reimbursement Regulators & Quality Assurance line item to the FORA Administrative Fees line item.

On February 19, 2015 ARCADIS announced that it was changing ARCADIS Program Managers. ARCADIS notified the Regulators, Army and AIG shortly thereafter. FORA Staff is working diligently with ARCADIS to insure that the ARCADIS Program Manager Transition Plan is complete and covers the requirements in the FORA/ARCADIS Remedial Services Agreement. At this time, FORA/ARCADIS discussions on the ARCADIS Transition Plan are not complete.

Data collected during the ESCA investigation stage remains under regulatory review to determine if remediation is complete. They will issue written confirmation that CERCLA MEC remediation work is complete (regulatory site closure) when the work is found protective of human health and that the Final Proposed Plan, Record of Decision, Land Use Control Implementation Plan Operation and Maintenance Plan (LUCIP/OMP) are completed and approved. The review and documentation process is dependent on Army and regulatory agency responses/decisions. Until regulatory site closure is received, the ESCA property remains closed to the public. When regulatory site closure is received, FORA will transfer land title to the appropriate jurisdiction. Regulatory approval does not determine end use. Underlying jurisdictions are empowered to impose or limit zoning, decide property density or make related land use decisions in compliance with the FORA Base Reuse Plan.

To date, the ESCA RP has provided the stewardship for 3,340 ESCA acres. The ESCA team continues to actively monitor biological resources and track restoration activities on the ESCA property. Consequently, the ESCA RP team's major effort is the required CERCLA documentation to gain regulatory certification of completion. Two significant issues have impacted the document delivery schedule. First was an issue between the Army and EPA concerning the definition of MEC as hazardous substances under CERCLA. After months of formal and informal discussions, EPA and the Army resolved their dispute in July 2014. The second significant issue concerns documenting FORA's Residential Quality Assurance (RQA) process as developed under a pilot study in accordance with the terms of the ESCA. DTSC has required reporting, in addition to the CERCLA documentation, on the RQA process which is likely to further impact the ESCA document schedule. FORA staff and the ESCA RP team are working with the Army and Regulators to mitigate the effects these may have on the documentation phase of the program.

For the County North and Parker Flats Phase 1 ESCA properties, FORA received written confirmation from the regulatory agencies that CERCLA MEC remediation work is complete. For these properties, ARCADIS commuted ESCA insurance coverage for related clean-up costs for coverage for unknown conditions. On November 25, 2014 the U.S. EPA signed the Record of Decision for the ESCA Group 3 properties located in: the County of Monterey (at Laguna Seca), the City of Monterey (south of South Boundary Road) and Del Rey Oaks (south of South Boundary Road). The ESCA Group 3 properties also include the Monterey Peninsula College (MPC) property known as the Military Operations in Urban Terrain (MOUT) facility. The Record of Decision (ROD) records the Regulator's and Army's decision on the cleanup of these properties and what controls are required to continue to protect the public health and safety.

Per the existing FORA/Jurisdiction Implementation Agreements (2001) and Memorandum of Agreement (2007) regarding property ownership and responsibilities during the period of environmental services, deeds and access control for these properties has been transferred to the new land owner. At the County's request, FORA staff is working with County staff to adjust the former ESCA property signage based on a signage plan being developed under the joint direction of Monterey County staff, Monterey County Sheriff's Department and the Bureau of Land Management, with review by the FORA ESCA team.

FISCAL IMPACT:

Reviewed by FORA Controller _____

The funds for this review and report are part of the existing FORA ESCA funds.

COORDINATION:

Administrative Committee; Executive Committee; FORA Authority Counsel; ARCADIS; U.S. Army EPA; and DTSC

Prepared by _____ Approved by _____
Stan Cook Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Outstanding Receivables

Meeting Date: April 10, 2015

Agenda Number: 10a

INFORMATION

RECOMMENDATIONS:

Receive a Fort Ord Reuse Authority (FORA) outstanding receivables update for March 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. The corrective deed should be complete by the end of March. 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 _____
Ivana Bednarik

Approved by _____
Michael A. Houlemard, Jr.

Placeholder for Item 10b

Habitat Conservation Plan Update

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: April 10, 2015

Agenda Number: 10c

INFORMATION

RECOMMENDATION:

Receive a report from the Administrative Committee.

BACKGROUND/DISCUSSION:

The Administrative Committee met on March 4, 2015 and March 18, 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.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Finance Committee

Meeting Date: April 10, 2015

Agenda Number: 10d

INFORMATION

RECOMMENDATION(S):

Receive a Finance Committee (FC) activity/meeting report.

BACKGROUND/DISCUSSION:

The FC is scheduled to meet on April 7 and April 21, 2015 to discuss the FY 15-16 Annual Budget. FORA staff anticipates the FY 15-16 budget will be presented to Board for review/consideration at its May 8, 2015 meeting. Minutes from the April FC meetings will be included in the May 8 Board packet.

FISCAL IMPACT:

Reviewed by Fort Ord Reuse Authority (FORA) Controller _____

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

COORDINATION:

Finance Committee

Prepared by _____ Approved by _____
Ivana Bednarik Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject:	Post Reassessment Advisory Committee	
Meeting Date:	April 10, 2015	INFORMATION
Agenda Number:	10e	

RECOMMENDATION(S):

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

BACKGROUND/DISCUSSION:

The PRAC met on Thursday, March 26, 2015. Members received a presentation from Laura Thompson, Project Manager of the San Francisco Bay Trail regarding process and policies for regional trail development (**Attachment A**). Members recommended forming a Trails Working Group comprised of staff and interested stakeholders to develop a blueprint of desired former Fort Ord trail alignments. The requested draft blueprint would be previewed by the PRAC, then elevated to the FORA and Transportation Agency for Monterey County (TAMC) Boards for consideration and approval. The PRAC also received updates and discussed the status of Economic Development, Blight Removal, and Regional Urban Design Guidelines.

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

Approved minutes from the Thursday, February 26, 2015 meeting 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:

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

Prepared by _____ Reviewed by _____
Josh Metz Steve Endsley

Approved by _____
Michael A. Houlemard, Jr.

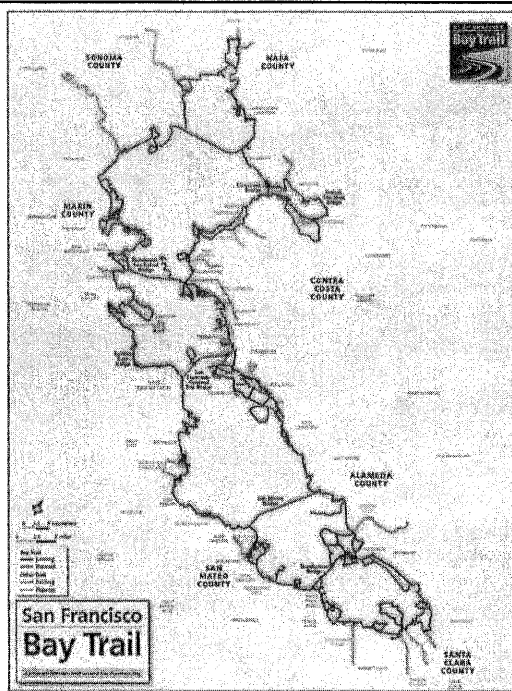


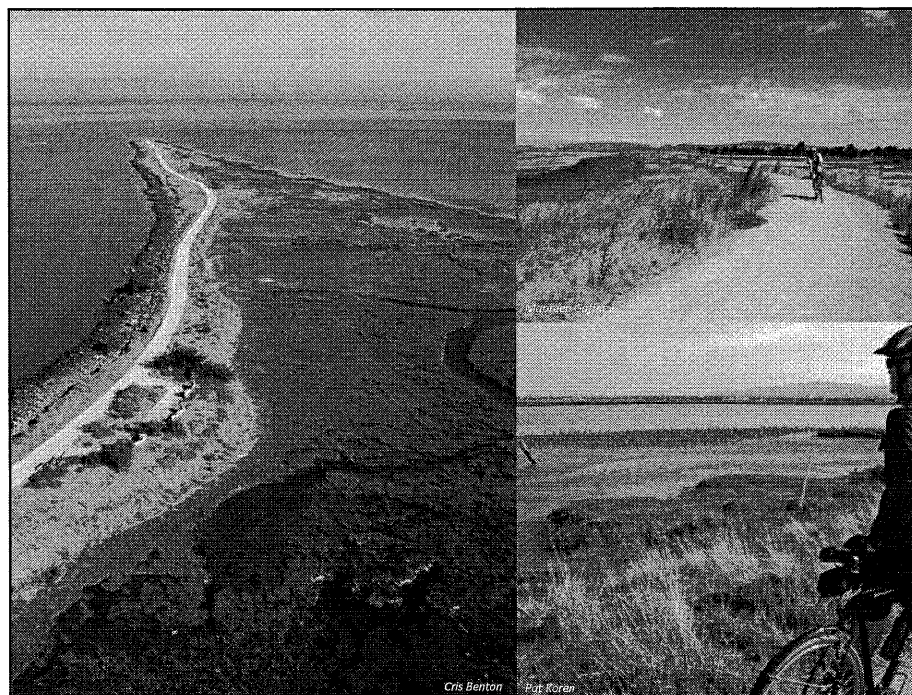
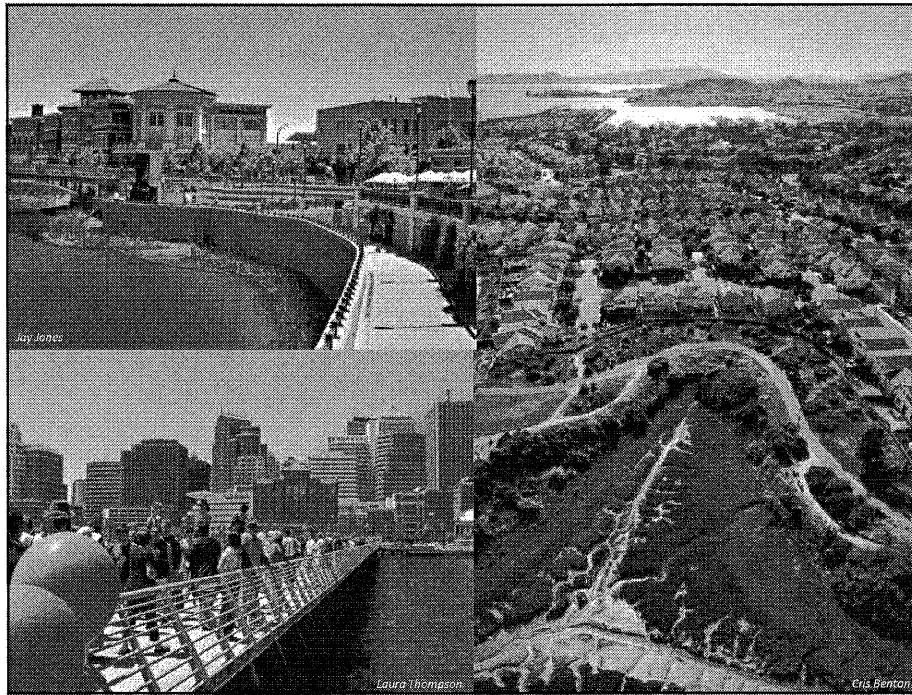
The San Francisco Bay Trail
9 Counties, 47 Cities, 500 Miles

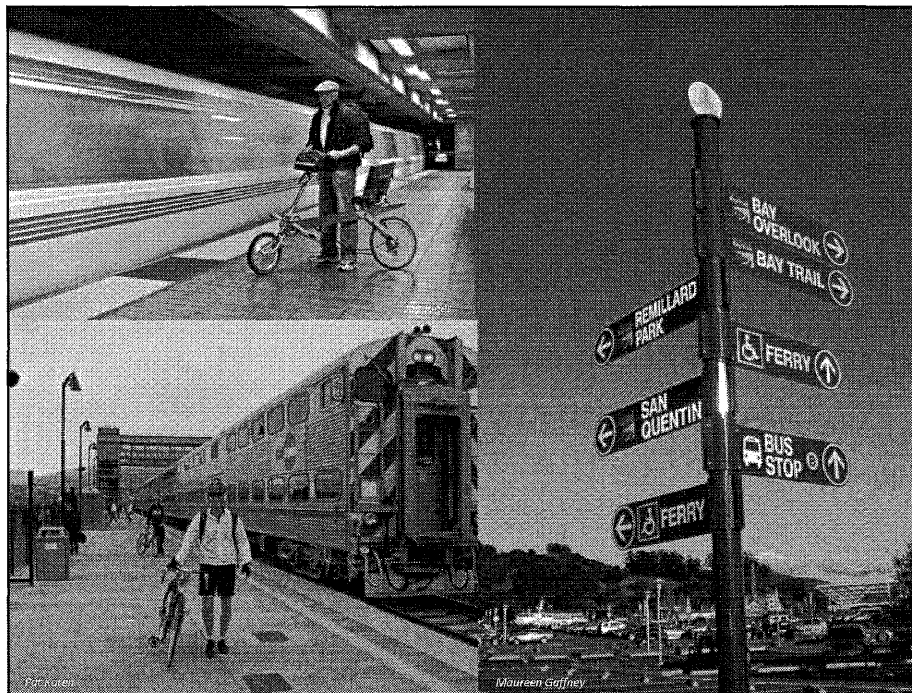
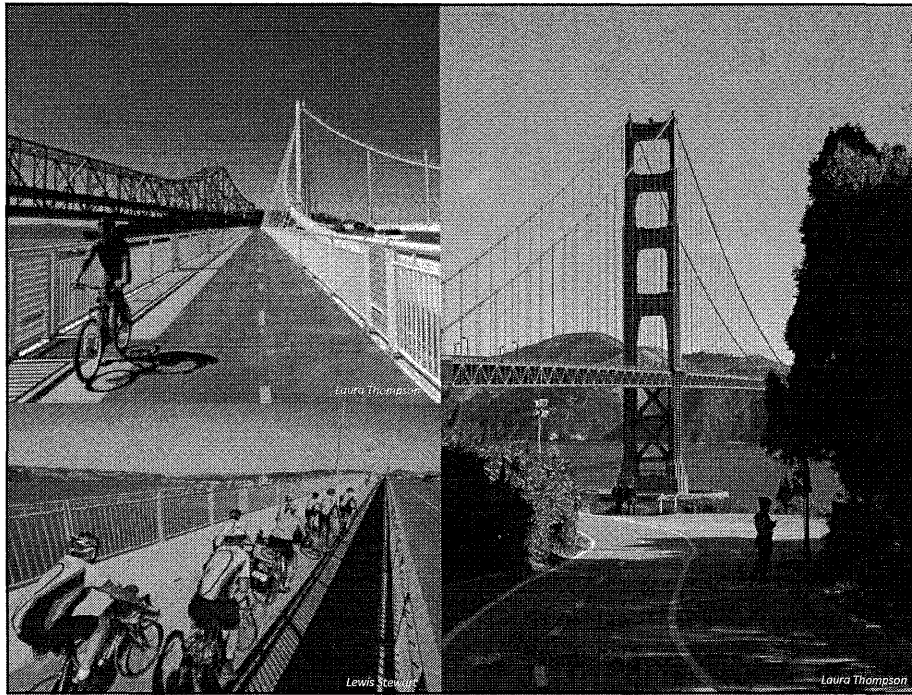
Bay Trail Vision

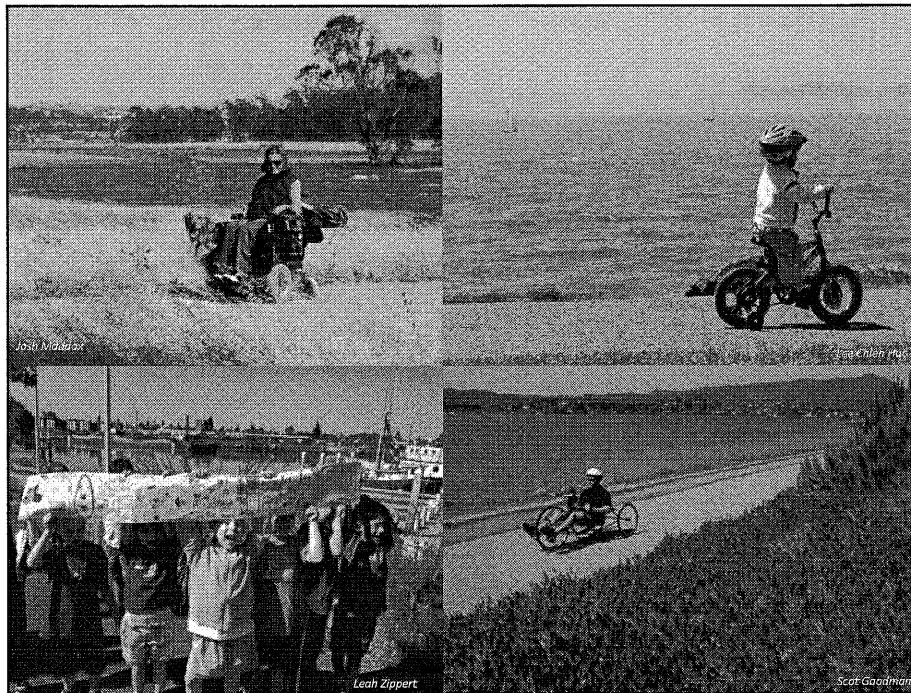
A 500-mile continuous hiking and bicycling trail around the shoreline of San Francisco Bay, connecting 9 counties and 47 cities, and crossing 7 toll bridges

- 340 miles are complete, 68%
- 4½ toll bridges
- public access to the bay
- separated path where feasible
- active transportation, healthy communities, environmental stewardship/education
- transportation alternative



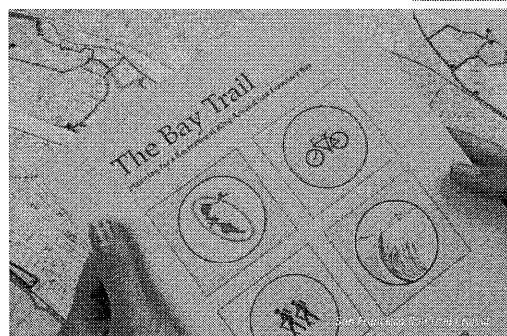






Senate Bill 100

- adopted by the California State Legislature in 1987
- created concept of continuous hiking/biking trail around the bay
- directed the Association of Bay Area Governments (ABAG) to complete a Bay Trail plan



San Francisco Bay Trail Plan

- two year planning process, 1987-1989
- created advisory committee, technical advisory committee, public input throughout the region
- outcome: regional trail plan with policies for implementation, design guidelines and an identified trail route
- plan adopted by ABAG executive board in July 1989



San Francisco Bay Trail Project

- non-profit, 501(c)(3) administered by ABAG, staffed by ABAG employees
- full time ABAG Bay Trail staff
- Bay Trail Board of Directors
- broad range of representation
- admin costs funded through Metropolitan Transportation Commission bridge toll funds

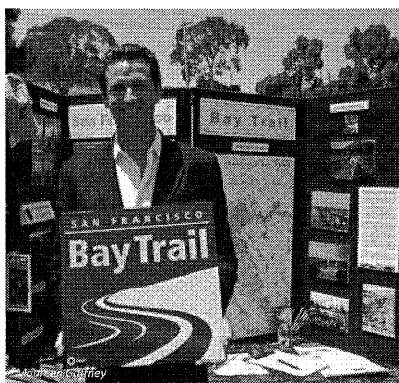
Regional Vision, Local Implementation

- Responsibility of cities/counties/state/federal/special districts to plan and build trail
- Bay Trail staff coordinates completion by providing technical assistance, promoting the project, advocating for gap closures, seeking funding, administering planning/construction grants contracts



Local Support for Regional Vision

- resolutions of support from all cities and counties
- Bay Trail/shoreline public access policies incorporated into general plans, trail plans, bicycle/pedestrian plans, specific plans, park master plans

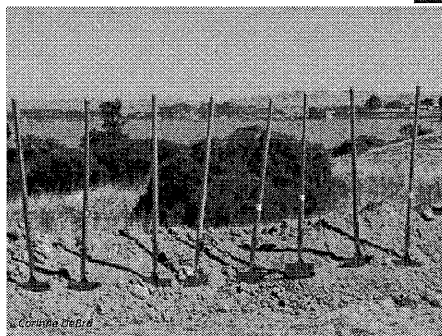


Trail Champions

- elected officials
- public agency staff
- bicycle coalitions
- local community advocates
- non-profit organizations
- private companies

Bay Trail Grant Program

- 16-year funding partnership with State Coastal Conservancy
- over \$22 million to ABAG from park bonds
- 142 grants awarded; 63 miles constructed, over 140 miles of project-specific studies
- leveraged funds at a ratio of 1:4
- increased momentum



Other Funds that Build Bay Trail

- Federal transportation funds, TIGER, RTP
- State: park bonds, Wildlife Conservation Board, EEMP, Active Transportation Program
- Regional: SRTS, TFCA
- Local tax measures
- Private: BCDC/local agency conditions of development approval, private/corporate donations

Design Guidelines

Bay Trail Design Guidelines					
Item	High-use facilities (separate paths)*	Multi-use paths*	Bicycle-only paths*	Hiking-only paths	Natural trails
Min. width (one way)	8-10'	10'	8'	5'	3-5'
Min. width (two way)	10-12'	10-12'	10-12'	8-10'	5'
Surface	asphalt ^b	asphalt	asphalt	hardened	natural/boardwalks ^c
Horizontal clearance (incl. shoulders)	12-16'	14-16'	10'	9-12'	7-9'
Shoulder ^d	2'	2'	2'	2'	unspecified
Vertical clearance	10'	10'	10'	10'	unspecified
Cross slope	2% max	2% max	2% max	2% max	unspecified
Maximum grades ^e	5%	5%	5%	5%	unspecified

* Standards meet Caltrans Class I bikeway standards

^a Minimum widths that are less than 5' will be required to have 5'x5' turnouts at intervals to meet accessibility standards

^b High-use pedestrian path could be hardened surface other than asphalt

^c Natural surfaces may require surface hardening to provide accessibility

^d Area specified is area on both sides of the trail

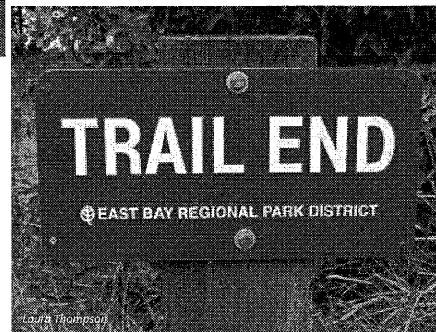
^e Percentage grade for short distances with flat rest areas at turn outs, except where site conditions require a greater slope for short distance

Gap Analysis



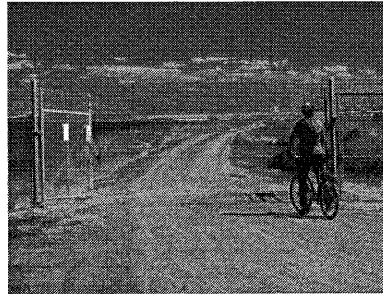
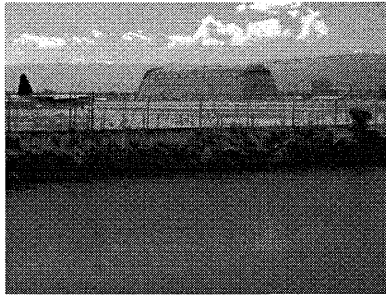
- 2005 Gap Analysis: in-depth assessment of remaining trail gaps
- identified reasons for gaps and cost to complete
- GIS Geodatabase continues to be updated
- 160 more miles, \$170 million, 10+ years

- Short-term (1-5 years); Mid-term (5-10 years) long term (10-15 years)
- Identified physical, environmental, land use, planning, political and financial constraints
- valuable tool, information shared with elected officials



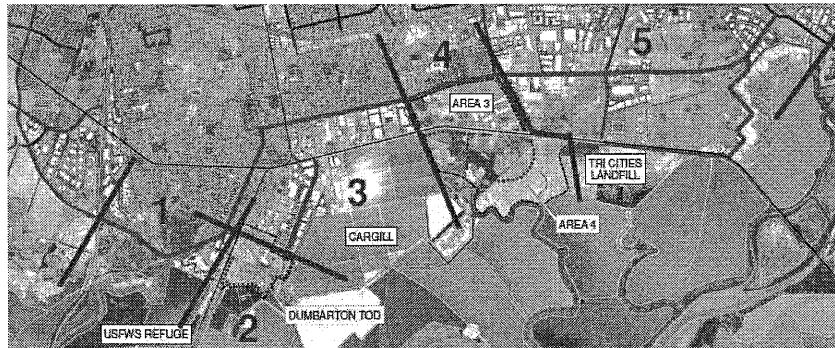
Moffett Field

- 2.5-mile trail gap in Mountain View behind Moffett Field, former naval airfield
- NASA Ames Research Center, Air National Guard operations/security concerns
- monthly partner meetings for 3 years
- moved munitions, modified security fence, agreed to close trail when airfield in use
- opened in 2010, the last gap in a 26-mile continuous stretch of Bay Trail extending through four cities



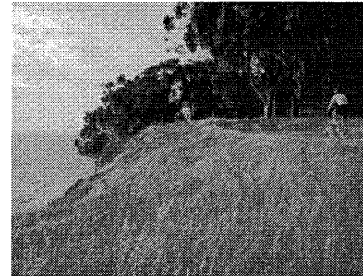
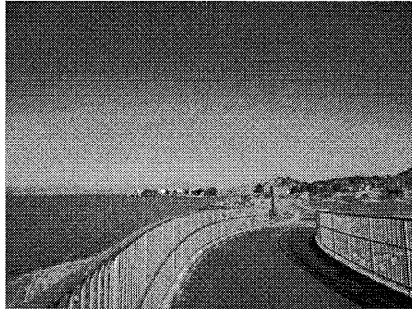
Newark-Fremont Bay Trail

- 9-mile gap in trail, Alameda County, crossing Newark and Fremont boundaries
- \$80,000 Bay Trail grant for feasibility analysis of trail alignment
- coordinated with Cargill and U.S. Fish & Wildlife Service, adjacent landowners
- plan adopted by both jurisdictions



Trails for Richmond Action Committee (TRAC)


- advocacy organization with sole purpose of completing Bay Trail in the City of Richmond
- local knowledge and relationships with city departments, elected officials, property owners
- serves as an extension of city/Bay Trail staff, chair serves on Bay Trail Board of Directors
- Since TRAC was created in 1999, 20 miles have been completed, for a total of 32 miles



How do you implement a long-distance trail across jurisdictional boundaries?

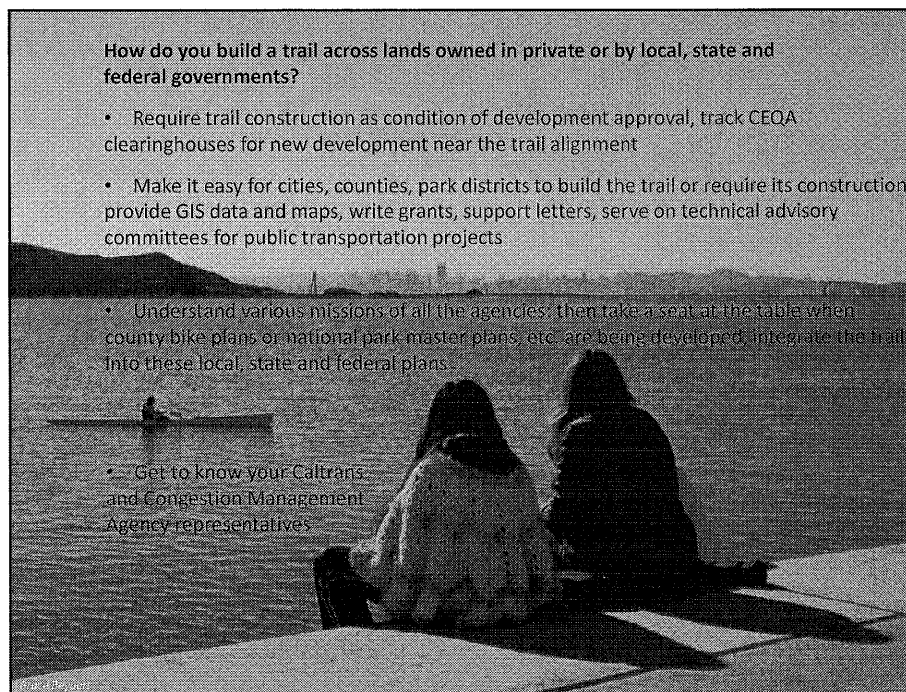
- Employ full time staff of planners with an understanding of the planning and regulatory environment
- Create a trail plan, involve the public, develop champions, build partnerships of all types, recognize the varied trail functions, get state legislation, celebrate accomplishments in the press, create regional forums
- Respect and foster the role of local implementation
- Adopt regional policies for implementation, design guidelines





What strategies can you use to encourage all the parties to commit to the vision of a regional trail?

- Recognize that the trail vision is regional and the trail implementation is local
- Work to get resolutions of support and integrate into local policies/plans, cultivate trail champions, elected officials, local advocates
- Cities see value in protecting open space, creating walkable/bikeable communities, revitalizing their waterfronts, etc. and will invest to improve them
- Help locals create competitive grant applications as part of a regional trail system

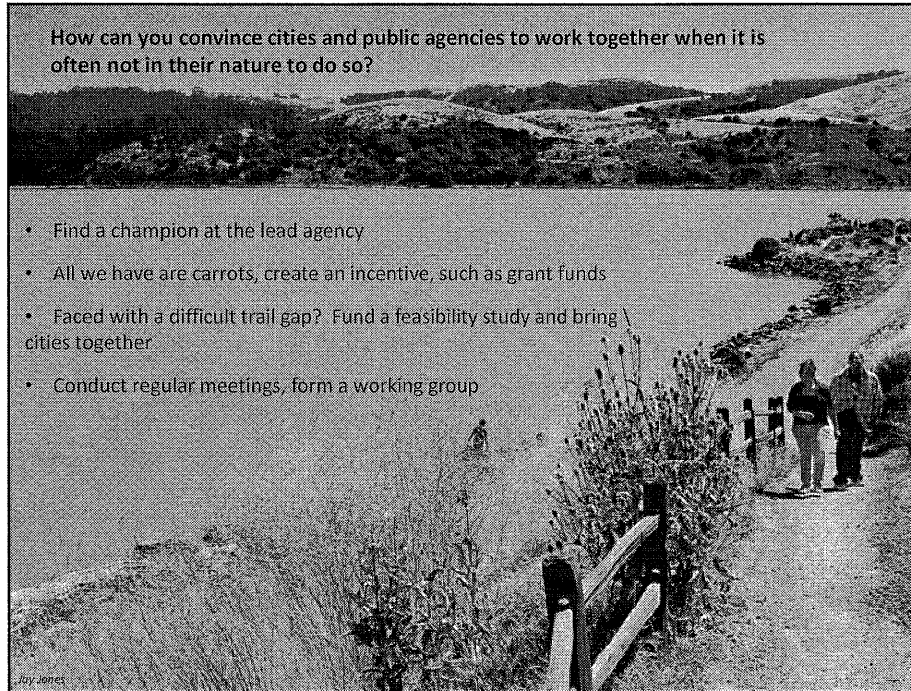


How do you build a trail across lands owned in private or by local, state and federal governments?

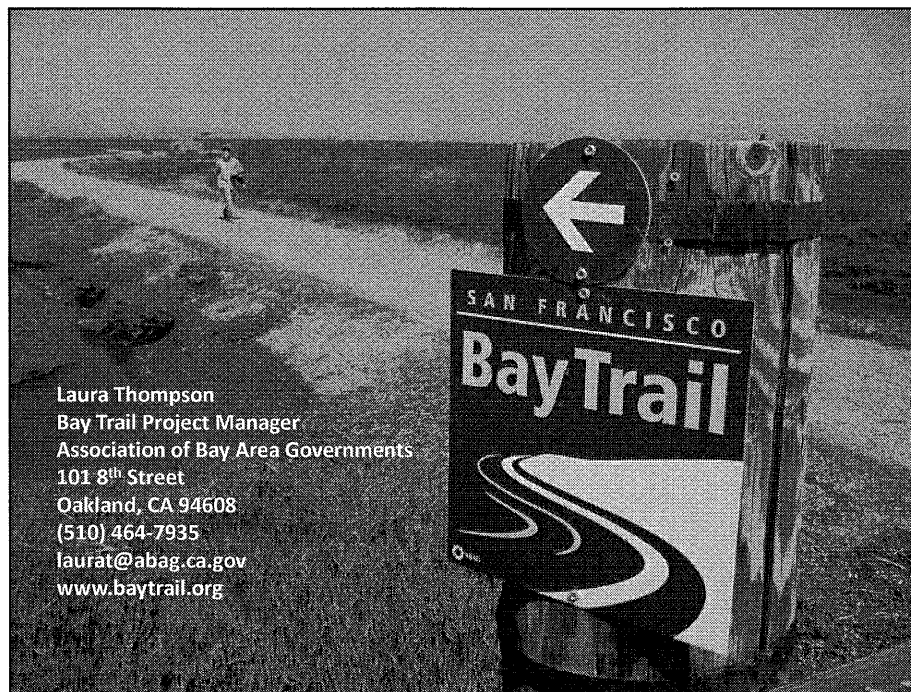
- Require trail construction as condition of development approval, track CEQA clearinghouses for new development near the trail alignment
- Make it easy for cities, counties, park districts to build the trail or require its construction: provide GIS data and maps, write grants, support letters, serve on technical advisory committees for public transportation projects
- Understand various missions of all the agencies: then take a seat at the table when county bike plans or national park master plans, etc. are being developed; integrate the trail into these local, state and federal plans
- Get to know your Caltrans and Congestion Management Agency representatives

How can you convince cities and public agencies to work together when it is often not in their nature to do so?

- Find a champion at the lead agency
- All we have are carrots, create an incentive, such as grant funds
- Faced with a difficult trail gap? Fund a feasibility study and bring cities together
- Conduct regular meetings, form a working group



Jay Jones



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

1:00 p.m., Thursday, February 26, 2015 | FORA Conference Room
920 2nd 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 1:02 pm. The following people were in attendance:

Committee Members

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

Staff

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

Other Attendees

Tom Moore, MCWD
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

2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Chair Beach acknowledged FORA staff's effort on the recently concluded trails symposium and design charrette.

3. APPROVAL OF MEETING MINUTES

MOTION: Gail Morton moved, seconded by Jane Parker, to approve the January 8, 2015 meeting minutes, as presented.

MOTION PASSED: Unanimous.

4. PUBLIC COMMENT PERIOD

Jane Haines commented on her recent Opinion article in the Monterey Herald, reporting that a significant piece of the article was not included. She emphasized findings from the Economic & Planning Systems (EPS) study that state that if current patterns persist, more than 60% of future Peninsula area households will be unable to afford homes costing over \$325k. She also reported that according to her research, the average wage for a Pacific Grove Unified School District teacher is \$47/hr including benefits and the prevailing wage rate for a carpenter working on Fort Ord is \$62/hr. including benefits.

5. BUSINESS ITEMS

a.) Fort Ord Regional Trail Symposium Planning Review

Members discussed their experience at the Fort Ord Trails Symposium. Chair Beach and Gail Morton commended the FORA staff for quality execution. Allan Haffa remarked on the educational value of the Symposium. Gail Morton remarked on importance of historical signage on the former Fort Ord. Members asked for a report from FORA staff on the activities of the TAMC Way finding signage committee. Members discussed potential for bike license fees to support trail activities.

Staff reported that Laura Thompson, San Francisco Bay Trail Program Manager, had written to offer a follow-up presentation after missing the Symposium due to illness. Members received this favorably and requested her presentation at the next meeting of the PRAC.

b.) Proposed 2015 Trails Workplan

Members discussed the potential of involving CSUMB students and faculty to support trail planning efforts. Members requested staff to follow-up on opportunities prior to March 31 deadline.

6. ITEMS FROM MEMBERS

None.

7. NEXT STEPS

- a. FORA staff include the following items on future PRAC agendas:
 - i. Economic Development
 - ii. Trails
 - iii. Blight Removal
 - iv. Regional Urban Design Guidelines
- b. Staff will coordinate arrangements for Laura Thompsons presentation at the next meeting

8. ADJOURNMENT

The next meeting of the PRAC was set for Thursday March 26 at 12:45pm. The meeting was adjourned at approximately 1:55pm.

Minutes prepared by Josh Metz

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Regional Urban Design Guidelines Task Force

Meeting Date: April 10, 2015

Agenda Number: 10f

INFORMATION

RECOMMENDATION(S):

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

BACKGROUND/DISCUSSION:

The RUDG Task Force met on Monday, March 23 and Thursday, April, 2, 2015. The Task Force reviewed draft presentations from Staff (Contract implementation Report) and Dover, Kohl & Partners (DKP) (Consultant Team Product Delivery Report). Members provided feedback and suggestions. Members also requested DKP Principals attend the April 10 Board meeting to present the current directions in the RUDG development process. Accommodating this request requires re-allocation of funds within the existing contract. No additional fiscal impact will be incurred.

The next meeting of the Task Force was scheduled for 1:30pm, Thursday, April 23, 2015.

Approved March 3 and March 23, 2015 minutes 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:

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

Prepared by _____
Josh Metz

Approved by _____
Michael A. Houlemard, Jr.

Placeholder for Attachment A to Item 10f

Regional Urban Design Guidelines Task Force

This item will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Veterans Issues Advisory Committee

Meeting Date: April 10, 2015

Agenda Number: 10g

INFORMATION

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The VIAC held meetings on February 26, 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.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Water/Wastewater Oversight Committee

Meeting Date: April 10, 2015

Agenda Number: 10h

INFORMATION

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The WWOC held a meeting on March 4, 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

Prepared by _____
Crissy Maras

Approved by _____
Michael A. Houlemard, Jr.

Placeholder for Item 10i

Travel Report

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: April 10, 2015

Agenda Number: 10j

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 or mailed to the address below:

FORA Board of Directors
920 2nd Avenue, Suite A
Marina, CA 93933

- END -

**DRAFT
BOARD PACKET**

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.