



# FORT ORD REUSE AUTHORITY

## SPECIAL MEETING

### FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Thursday, June 4, 2020 at 2:00 p.m.

## AGENDA

**ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON JUNE 3, 2020.**

THIS MEETING MAY BE ACCESSED REMOTELY USING THE FOLLOWING ZOOM LINK:

[HTTPS://ZOOM.US/J/956115894](https://zoom.us/j/956115894)

PLEASE REVIEW FORA'S UPDATED REMOTE MEETINGS PROTOCOL AND BEST PRACTICES HERE:

[HTTPS://FORA.ORG/REMOTE\\_MEETINGS\\_PROTOCOLS](https://fora.org/remote_meetings_protocols)

#### 1. CALL TO ORDER

#### 2. CLOSED SESSION

- a. Conference with Legal Counsel – Gov. Code §54956.9(d)(2): Anticipated Litigation, Significant Exposure to Litigation, one potential case.
- b. Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code § 54956.9 (d)(2) based on receipt of a claim pursuant to the Government Claims Act by: Resource Environmental, Inc.
- c. Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code § 54956.9 (d)(2) based on receipt of a notice of intent to sue from: Keep Fort Ord Wild.
- d. Conference with Legal Counsel—Gov. Code §54956.9(a), (d)(1): California Native Plant Society v. Fort Ord Reuse Authority, et al. Monterey County Superior Court Case No.: 20CV001529, Pending Litigation.

#### 3. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

#### 4. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

#### 5. ROLL CALL

*FORA is governed by 13 voting members: (a) 1 member appointed by the City of Carmel; (b) 1 member appointed by the City of Del Rey Oaks; (c) 2 members appointed by the City of Marina; (d) 1 member appointed by Sand City; (e) 1 member appointed by the City of Monterey; (f) 1 member appointed by the City of Pacific Grove; (g) 1 member appointed by the City of Salinas; (h) 2 members appointed by the City of Seaside; and (i) 3 members appointed by Monterey County. The Board also includes 12 ex-officio non-voting members.*

#### 6. CONSENT

- a. Recordation of Notice of Cessation of Special Tax and Extinguishment of Lien Relating to Basewide Community Facilities District ([p. 3](#))  
**Recommendation:** Adopt Resolution 20-xx: Approving the form of and authorizing and directing the Executive Officer to execute and cause to be recorded a Notice of Cessation of Special Tax and Extinguishment of Lien for the Fort Ord Reuse Authority Basewide Community Facilities District.
- b. Retention and Separation Package Amendment ([p. 7](#))  
**Recommendation:** Adopt Resolution 20-xx: Amendment to Resolution 19-12, FY 2019-20 Retention and Separation Package.

#### 7. BUSINESS ITEMS

#### INFORMATION/ACTION

*BUSINESS ITEMS are for Board discussion, debate, direction to staff, and/or action. Comments from the public are **not to exceed 3 minutes** or as otherwise determined by the Chair.*

- a. Environmental Services Cooperative Agreement (ESCA) and Local Redevelopment Authority (LRA)/Economic Development Conveyance (EDC) Agreement - Progress Update and Executive Officer Authorization ([p. 10](#))

**Recommendation(s):**

- i. Receive a report updating Fort Ord Reuse Authority (FORA), City of Seaside (Seaside), U.S. Department of Defense (DoD) and U.S. Army (Army) progress fulfilling the FORA/Seaside Fort Ord Reuse Authority and City of Seaside Environmental Services Cooperative Agreement (ESCA) and Local Redevelopment Authority (LRA)/Economic Development Conveyance (EDC) Agreement Successor Implementing Agreement approved February 21, 2020.
- ii. Adopt Resolution No. 20-xx: Authorizing the Executive Officer to execute and/or acknowledge these remaining FORA/Seaside ESCA/EDC/LRA Successor documents, in substantially the form presented to the Board, following review and approval by FORA Counsel.

- b. Campus Town Consistency Determination ([p. 264](#))

**Recommendation(s):**

- i. Receive Campus Town Consistency Determination Review
- ii. Adopt Resolution 20-xx: Certifying the City of Seaside’s General Plan Circulation Element Amendments, Zoning Map and text amendments creating the “Campus Town Specific Plan” District, Campus Town Specific Plan, and development entitlements for the Campus Town Project.

**8. PUBLIC COMMENT PERIOD**

**INFORMATION**

*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 and will not receive Board action. Due to the [Governors Stay at Home Order](#) and recent [Executive Order related to Public Meetings Protocols](#), all FORA Meetings will now be conducted via Zoom. Public comments should be emailed to [board@fora.org](mailto:board@fora.org). Thank for your patience and understanding during these unprecedented times.*

**9. ITEMS FROM MEMBERS**

**INFORMATION**

*Receive communication from Board members as it pertains to future agenda items.*

**10. ADJOURNMENT**

**NEXT MEETING: Thursday, June 11, 2020 AT 2:00 P.M.**

<b>FORT ORD REUSE AUTHORITY BOARD REPORT</b>		
<b>CONSENT ITEMS</b>		
<b>Subject:</b>	Recordation of Notice of Cessation of Special Tax and Extinguishment of Lien Relating to Basewide Community Facilities District	
<b>Meeting Date:</b>	June 4, 2020	<b>ACTION</b>
<b>Agenda Number:</b>	6a	

**RECOMMENDATION:**

Adopt Resolution 20-xx: Approving the form of and authorizing and directing the Executive Officer to execute and cause to be recorded a Notice of Cessation of Special Tax and Extinguishment of Lien for the Fort Ord Reuse Authority Basewide Community Facilities District.

**BACKGROUND/DISCUSSION:**

FORA established the Fort Ord Reuse Authority Basewide Community Facilities District (the "CFD") as the means by which special taxes could be collected from properties within the former Fort Ord as they were developed or redeveloped. In connection with the creation of the CFD, a map of the CFD's boundaries and a Notice of Special Tax Lien for the CFD were each recorded.

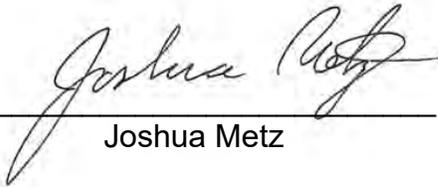
FORA will sunset on June 30, 2020, after which special taxes will no longer be collected through the CFD. In order confirm in the property records that special tax collections will cease and that no lien will remain as a potential cloud on the title of properties located within the former Fort Ord, a Notice of Cessation of Special Tax and Extinguishment of Lien can be recorded.

**COORDINATION:**

Authority Counsel, Administrative and Executive Committees

**ATTACHMENT(S):**

- A. Resolution 20-xx: Directing the Recordation of a Notice of Cessation of Special Tax and Extinguishment of Lien for the Fort Ord Reuse Authority Basewide Community Facilities District
- B. Notice of Cessation of Special Tax and Extinguishment of Lien

Prepared by David Willoughby (KAG) and Approved by  Joshua Metz

**RESOLUTION NO. 20-\_\_\_\_**

**A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY**

*Directing the Recordation of a Notice of Cessation of Special Tax and  
Extinguishment of Lien for the Fort Ord Reuse Authority Basewide Community  
Facilities District*

**WHEREAS**, the Board of Directors of the Fort Ord Reuse Authority (“FORA”) conducted proceedings under and pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311 *et seq.* of the California Government Code to form the Fort Ord Reuse Authority Basewide Community Facilities District (the “CFD”); and

**WHEREAS**, in connection with the proceedings to form the CFD, FORA caused to be recorded in the Office of the County Recorder for the County of Monterey, State of California (i) a map indicating the boundaries of the CFD and (ii) a Notice of Special Tax Lien for the CFD; and

**WHEREAS**, by operation of California Government Code section 67700, FORA will cease to exist on June 30, 2020; and

**WHEREAS**, the Board of Directors now desires to direct the recordation of a Notice of Cessation of Special Tax and Extinguishment of Lien with respect to the special taxes levied through the CFD,

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

1. The Notice of Cessation of Special Tax and Extinguishment of Lien, in the form presented to the Board of Directors, is hereby approved.

2. FORA’s Executive Officer is hereby authorized and directed to execute the Notice of Cessation of Special Tax and Extinguishment of Lien and to cause it to be recorded in the Office of the County Recorder for the County of Monterey, State of California.

3. This Resolution shall take effect from and after the date of its passage and adoption.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this \_\_\_th day of June 2020 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

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Jane Parker, Chair

ATTEST:

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Joshua Metz, Secretary

**Recording requested by and  
when recorded return to:**

Fort Ord Reuse Authority  
c/o Jon R. Giffen, Authority Counsel  
Kennedy, Archer & Giffen  
24591 Silver Cloud Court, Suite 200  
Monterey, California 93940

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**NOTICE OF CESSATION OF SPECIAL TAX  
AND EXTINGUISHMENT OF LIEN**

Fort Ord Reuse Authority  
Basewide Community Facilities District

The Fort Ord Reuse Authority (“FORA”) with respect to the Fort Ord Reuse Authority Basewide Community Facilities District (the “CFD”), hereby gives notice that:

1. FORA established the CFD under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311 *et seq.* of the California Government Code.
2. The map of the boundaries of the CFD (the “CFD Boundary Map”) was recorded in Book 4 of Maps of Assessment and Community Facilities Districts at Page 46 (Document No. 2001-084620), in the office of the County Recorder for the County of Monterey, State of California (the “County Recorder”).
3. On May 22, 2002, a Notice of Special Tax Lien for the CFD (the “Notice of Special Tax Lien”) was recorded as Document No. 2002048932 in the office of the County Recorder.
4. By operation of California Government Code section 67700, FORA will cease to exist on June 30, 2020.
5. FORA hereby acknowledges that after June 30, 2020 no properties within the boundaries of the CFD as shown on the CFD Boundary Map shall have any further obligation to pay special taxes levied in the CFD and that the lien imposed by the Notice of Special Tax Lien on such properties is extinguished effective June 30, 2020.

Dated this \_\_\_\_ day of June 2020.

By: \_\_\_\_\_  
Joshua Metz., Executive Officer  
Fort Ord Reuse Authority

<b>FORT ORD REUSE AUTHORITY BOARD REPORT</b>		
<b>CONSENT ITEMS</b>		
<b>Subject:</b>	Retention and Separation Package Amendment	
<b>Meeting Date:</b>	June 4, 2020	<b>ACTION</b>
<b>Agenda Number:</b>	6b	

**RECOMMENDATION(S):**

Adopt Resolution 20-xx: Amendment to Resolution 19-12, FY 2019-20 Retention and Separation Package.

**BACKGROUND/DISCUSSION:**

The FORA Staff retention package passed by Board Resolution 19-12 was established to retain FORA staff to effect a smooth transition. Since January 2020, this nimble team of five remaining staff has supported the effective conduct of more than 12 noticed Board meetings, 22 noticed Administrative Committee meetings, the successful transition of the Environmental Services Cooperative Agreement team and Local Redevelopment Authority obligations to the City of Seaside, the successful allocation of \$11,495,981 in CIP project funds, approximately \$17 million in CFD habitat set aside funds, and the pending issuance of approximately \$30 million in building removal bonds, while seamlessly transitioning to a remote work environment during the global pandemic.

Since the adoption of the staff retention package, the global coronavirus pandemic has significantly and negatively affected the employment landscape for the remaining five FORA staff who continue to serve the Monterey Bay community. The original budget allocation for the retention package contemplated up to ten employees participating in those benefits.

Due to the extremely daunting post-FORA employment landscape, and the significant achievement of the remaining team members, we are requesting the Board amend the approved retention amount for all five remaining staff to provide eight (8) additional weeks of severance pay. Since staff numbers have decreased more than expected, this adjustment would not require a change to the approved FY 2019-20 budget item for staff retention.

**FISCAL IMPACT:**

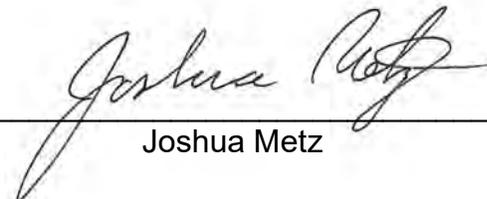
Funds for this item in approved FY 19/20 Budget. Reviewed by FORA Controller  \_\_\_\_\_

**COORDINATION:**

Executive Committee, Regional Government Services (RGS)

**ATTACHMENTS:**

- A. Resolution 20-xx: *Resolution 19-12 Amendment, FY 19/20 Retention and Separation Package*

Prepared by:   
 \_\_\_\_\_  
 Joshua Metz

**FORT ORD REUSE AUTHORITY**  
**Resolution 20-\_\_**

**A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY TO**  
*Resolution 19-12 Amendment, FY 19/20 Retention and Separation Package*

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

- A.** Pursuant to Government Code section 67700(a), the Fort Ord Reuse Authority ("FORA") will dissolve on June 30, 2020, at which time, any remaining staff will be laid off.
- B.** On June 14, 2019, FORA adopted Resolution 19-12 establishing retention and separation benefits for FORA employees.
- C.** The Board recognizes the recent unprecedented change in economic conditions due to the COVID-19 public health crisis which will result in an unfavorable job market.
- D.** The Board also recognizes that a few select FORA staff remained to assist with the smooth transition and dissolution of the Authority which resulted in foregoing potential employment opportunities by the remaining FORA staff to seek employment elsewhere prior to the current crisis.
- E.** The Board further recognizes that the cost of enhanced separation benefits will not affect the total budgeted cost stated in Resolution 19-12.
- F.** By this Resolution, the Board recognizes the opportunities the remaining employees forewent as well as the difficult employment environment created by the COVID-19 crisis, and intends to further compensate those employees who remained employed by FORA until June 30, 2020.

NOW THEREFORE the Board hereby resolves that:

1. For all employees laid off (not voluntarily resigning, retiring or terminated for cause) on June 30, 2020, FORA will provide, conditioned upon execution of a mutually acceptable release of claims, the following:
  - a. An additional eight (8) weeks of base salary to the base salary specified in Resolution 19-12 (H).
  - b. Employees hired after July 1, 2019 will only receive eight (8) weeks of base salary and will not be entitled to benefits specified in Resolution 19-12 unless specified by the respective employee's individual employment offer.
  - c. The Executive Officer will receive an additional (8) weeks base salary at the time of his layoff on June 30, 2020.
2. As such, the Board of Directors of Fort Ord Reuse Authority does hereby approve the amendment to Resolution 19-12 Retention and Separation Package.

Upon motion by ###, seconded by ###, the foregoing Resolution was passed on this ## day of ##, 2020, by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

\_\_\_\_\_  
Jane Parker, Chair

ATTEST:

\_\_\_\_\_  
Joshua Metz, Clerk to the Board

DRAFT

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

**Subject:** Environmental Services Cooperative Agreement (ESCA) and Local Redevelopment Authority (LRA)/Economic Development Conveyance (EDC) Agreement - Progress Update and Executive Officer Authorization

**Meeting Date:** June 4, 2020

**Agenda Number:** 7a

### INFORMATION/ACTION

#### **RECOMMENDATION(s):**

- i. Receive a report updating Fort Ord Reuse Authority (FORA), City of Seaside (Seaside), U.S. Department of Defense (DoD) and U.S. Army (Army) progress fulfilling the FORA/Seaside Fort Ord Reuse Authority and City of Seaside Environmental Services Cooperative Agreement (ESCA) and Local Redevelopment Authority (LRA)/Economic Development Conveyance (EDC) Agreement Successor Implementing Agreement approved February 21, 2020.
- ii. Adopt Resolution No. 20-xx (**Attachment A**): Authorizing the Executive Officer to execute and/or acknowledge these remaining FORA/Seaside ESCA/EDC/LRA Successor documents, in substantially the form presented to the Board, following review and approval by FORA Counsel.

#### **BACKGROUND:**

In October 2019, Army Base Realignment and Closure (BRAC) Headquarters (HQ) Chief Thomas Lederle requested FORA and Seaside meet with BRAC and U.S. Secretary of DoD Office of Economic Adjustment (OEA) to discuss ESCA status and FORA Successor requirements. Seaside expressed interest in becoming FORA's Successor and sent Mayor Ian Oglesby, Councilmember Jon Wizard, City Manager Craig Malin, Assistant City Manager Leslie Milton-Rerig and Assistant City Attorney Sheri Damon to attend those November 18, 2019 meetings in Washington D.C. with former FORA Executive Officer Michael Houlemard and Senior Program Manager Stan Cook. During those meetings, Mr. Lederle, U.S. Army Corps of Engineers staff, and Army attorneys provided FORA and Seaside with guidance on the Army's ESCA Successor requirements.

On November 19, 2019, FORA and Seaside representatives met with Mr. Patrick Obrien, Director of the DoD OEA to discuss FORA's June 30, 2020 closure and FORA ESCA Successor plans. OEA concluded that in order for the Army to assign the ESCA to Seaside (and temporarily hold ESCA property while the Army completes the Comprehensive Environmental Responsibility, Coordination, and Liability Act (CERCLA) Warranties/Deed modifications), OEA would need to designate Seaside as the LRA and assign the FORA EDC agreement obligations. On April 30, 2020, OEA recognized Seaside as FORA's LRA Successor. The Army EDC Memorandum of Agreement (MOA) assignment document is being drafted by Army Counsel.

#### **Discussion/Report:**

FORA and Seaside, at the Board's direction, executed an agreement between FORA and Seaside outlining the basic terms for Seaside to become FORA's ESCA, EDC and LRA Successor. On February 21, 2020, the FORA Board and Seaside approved that agreement. Since that time FORA, Seaside, Army staff and their counsel have met and worked to implement the FORA/Seaside Successor MOA.

This work included:

- Review of the Army FORA ESCA Technical Specifications and Requirements Statement (TSRS) to identify complete ESCA work tasks, which the Army will acknowledge as complete.

- Review of multiple Army ESCA property CERCLA Warranties/Deed Releases.
- Request that ESCA contractors submit final invoices and review for accuracy.
- Notify FORA ESCA property Right of Entry (ROE) holders that FORA is terminating the ROEs.
- Notify Arcadis and outside agencies that the FORA/Arcadis Remediation Service Agreement (RSA) will be assigned to Seaside and termination of all FORA/Agency Reimbursement Agreements allowing those agencies to access Arcadis Munitions and Explosives of Concern construction support services.
- Notify and coordinate with the U.S. Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) to transition the FORA/EPA Administrative Order on Consent (AOC) agreement, responsibilities and tasks to Seaside as FORA's Successor.
- Archive FORA ESCA Program Files for transfer to Seaside and Monterey County.
- Coordinate with Seaside through the FORA ESCA Remediation Program office, equipment and staff transition logistics.

To complete the FORA/Seaside ESCA/EDC/LRA Successor transition process, additional documents will need to be executed terminating FORA's obligations and/or transferring them and associated Army ESCA funds to Seaside. Staff is recommending that the Board authorize the FORA Executive Officer to execute and/or acknowledge these remaining FORA/Seaside ESCA/EDC/LRA Successor documents, in substantially the form presented to the Board, following review and approval by FORA Counsel. The documents will complete/memorialize the work described above and may include but are not limited to (**see Attachments B through I**):

- i. Quitclaim deeds.
- ii. Releases, restrictions, and covenants.
- iii. FORA/Seaside Army EDC MOA Amendments.
- iv. FORA/Arcadis assign ESCA RSA protective provisions to Seaside.
- v. FORA/Army ESCA release.
- vi. Army ESCA Successor fund assignment.
- vii. FORA ESCA Long-Term Obligation Management Support Service Contract assignment.
- viii. Insurance policies.

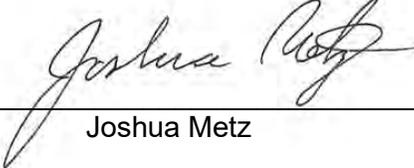
**FISCAL IMPACT:**

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

Funding for the ESCA contract is provided by the Army and funding for the 2018 transition plan are included in the (2019/2020) budget. FORA and Seaside Accounting staff have been given guidance on the Army ESCA financial transient process. FORA will terminate ESCA staff on June 15, 2020 and Seaside will hire the ESCA staff on June 16, 2020. This will allow FORA to retain a portion of the Army ESCA funds it holds to pay remaining ESCA invoices and close FORA/ESCA obligations. Any additional ESCA funds in FORA's possession will be transferred to the City of Seaside per the Army's process on or before June 15, 2020. Seaside will commence with Army ESCA financial responsibilities as of June 16, 2020.

**COORDINATION:**

Administrative Committee; Executive Committee; Authority Counsel; Special Authority Counsel, City of Seaside, Arcadis; Westcliffe Engineering, Inc., Weston Solutions, Inc., Army; EPA; and DTSC.

Prepared by  Stan Cook Approved by  Joshua Metz

**ATTACHMENTS:**

- A. **Board Resolution No. 20-\_\_\_**: Approving and Authorizing the Execution and Delivery of Agreements for the Transfer of Environmental Services Cooperative Agreement Successor-In Interest and Department of Defense Local Redevelopment Authority Funds and Assignment of Contracts to Seaside including Approving Related Actions
- B. **FORA to Jurisdiction Quitclaim Deed Template**
  - 1. FORA Out-Deed Template
- C. **Releases, restrictions, and covenants (CERCLA Warranty/Deed Release)**
  - 1. Draft Quit Claim Deed (QCD) County
  - 2. Draft QCD CSUMB
  - 3. Draft QCD Seaside
  - 4. Draft QCD MPC
  - 5. Draft QCD Monterey
  - 6. Draft QCD Del Rey Oaks
  - 7. Draft QCD Monterey Peninsula Regional Parks District
- D. **FORA/Seaside Army EDC MOA Amendments**
  - 1. Draft Fort Ord EDC MOA Amendment No. 8
- E. **FORA/Arcadis assign ESCA RSA protective provisions to Seaside**
  - 1. Draft FORA/Seaside Remediation Services Agreement Assignment
- F. **FORA/Army ESCA release**
  - 1. Draft ESCA TSRS
- G. **Army ESCA Successor fund assignment**
  - 1. Draft ESCA
- H. **FORA ESCA Long-Term Obligation Management Support Service Contract assignment**
  - 1. Arcadis Support Service Contract
  - 2. Westcliffe Engineers Support Services Contract
  - 3. Weston Solutions Support Services
- I. **Insurance policies**
  - 1. AIG Policy

**FORT ORD REUSE AUTHORITY**  
**Resolution No. 20-\_\_**

**A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE  
AUTHORITY**

*Approving and Authorizing the Execution and Delivery of Agreements for the Transfer of Environmental Services Cooperative Agreement Successor-In Interest and Department of Defense Local Redevelopment Authority Funds and Assignment of Contracts to Seaside including Approving Related Actions per the February 21, 2020 FORT ORD REUSE AUTHORITY AND CITY OF SEASIDE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) AND LOCAL REDEVELOPMENT AUTHORITY (LRA)/ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT (EDC AGREEMENT) SUCCESSOR IMPLEMENTING AGREEMENT*

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

- A. The existence of the Fort Ord Reuse Authority (“FORA”) is scheduled to terminate in accordance with state law on June 30, 2020 (“FORA’s Termination Date”).
- B. It is not feasible for FORA to complete all of the FORA Environmental Services Cooperative Agreement tasks before FORA’s Termination Date.
- C. FORA on February 21, 2020 executed the attached FORT ORD REUSE AUTHORITY AND CITY OF SEASIDE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) AND LOCAL REDEVELOPMENT AUTHORITY (LRA)/ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT (EDC AGREEMENT) SUCCESSOR IMPLEMENTING AGREEMENT agreeing to acknowledge Seaside as the ESCA Successor-In-Interest under the 2018 Transition Plan, and nominate Seaside to the Department of Defense as the LRA Successor.
- D. The Fort Ord Reuse Authority (“FORA”) is a regional agency and a Corporation of the State of California established under California State Law Government Code Sections 67650, et seq., to plan, facilitate and manage the transfer of former Fort Ord property and is acknowledged as the federally recognized local reuse authority for property transfers from the Army, to the governing local jurisdictions or their designees.
- E. The City of Seaside, California (“Seaside”), is a general law Municipal Corporation of the State of California.
- F. FORA and Seaside are each a “Party”, and together the “Parties” to this Agreement.
- G. Fort Ord, California was placed on the National Priorities List (Superfund) in 1990 due to leaking underground storage tanks, contaminated groundwater and a 150-acre landfill. In 1990, the Army executed a Federal Facility Agreement (“FFA”) under CERCLA Section 120 outlining the Army’s Comprehensive Environmental

Response, Compensation, and Liability Act ("CERCLA") clean up responsibilities with respect to the former Fort Ord. The Army remains responsible for certain actions under that FFA. The FFA was amended on or about July 26, 2007, the effect of which suspends the FFA for FORA's ESCA obligations so long as FORA or its successors are in compliance with the AOC.

- H. The former Fort Ord was closed on September 30, 1994 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; hereinafter referred to as the "Base Closure Act").
- I. In accordance with Section 2905(b)(4) of the Base Closure Act, as amended by Section 2821 of the Defense Authorization Act for Fiscal Year 2000, Pub. L. No. 106-65 (1999), and the implementing regulations of the Department of Defense (32 CFR Parts 90 and 91), FORA executed an economic development conveyance agreement and agree to acquire portions of the former Fort Ord consisting of approximately five thousand two hundred (5,200) acres of land, including all buildings, personal property, appurtenances, rights-of-way, and drainage areas upon and subject to the terms and conditions of a June 23, 2000 Memorandum of Agreement with the United States of America ("EDC Agreement").
- J. The EDC Agreement provided for transfers of property in accordance with the Army's clean-up schedule. Subsequent to the EDC Agreement execution, FORA and the local communities decided to pursue an early transfer process pursuant to Title 42 United States Code, section 9620(h)(3)(C) in order to expedite the property transfers and ultimate reuse and economic recovery for the communities affected by the Fort Ord closure.
- K. In furtherance of the early transfer process, the Army, with the approval of the EPA Administrator and the concurrence of the Governor of California, transferred title of 3,337 acres of munitions impacted Fort Ord property by quitclaim deed to FORA before all action to protect human health and the environment had been completed. Concurrent with this transfer without the otherwise required CERCLA covenant mandated by Title 42 United States Code, section 9620 (h)(3), FORA accepted title and agreed to perform the Army's environmental remediation with funding from the Army. Excluded from FORA's performance obligation are matters related to the groundwater at the former Fort Ord, as well as other Army responsibilities enumerated in the ESCA and elsewhere.
- L. In 2007 an *"Administrative Order on Consent ("AOC")* [Docket No. R9-2007-003] *[was] entered into voluntarily by the United States Environmental Protection Agency ("EPA"), the California Department of Toxic Substances Control ("DTSC"), and the Fort Ord Reuse Authority. The AOC concerns the preparation and performance of potential removal actions, one or more remedial investigations and feasibility studies ("RI/FS") and one or more remedial designs and remedial actions ("RD/RA") for contaminants present on portions of the former Fort Ord located at Monterey, California ("Site") and the reimbursement*

*for future response costs incurred by EPA and DTSC in connection with such CERCLA response actions.”*

- M. In 2007 the Army executed an amendment to the Federal Facilities Agreement.
- N. In 2007 the Army and FORA executed an Environmental Services Cooperative Agreement W9128F 07 2-0162 (“ESCA”) under the authority of Title 10 United States Code, Section 2701(d) - Environmental Restoration Program (10 U.S.C. 2701) whereby FORA would perform the Army’s environmental responsibilities as the Army Response Action Contractor pursuant to Title 42 United States Code, section 9619, with the Army providing funding to perform these services.
- O. The ESCA has been amended several times, the ESCA Mod 9 amendment in 2017 which provided approximately \$6.8 million for Regulatory Oversight Through 31 December 2019, FORA ESCA Administrative costs during the EPA/DTSC remedial-completion documentation, property transfer process through 30 June 2020 and to perform the required long-term land management tasks, including Munitions and Explosives of Concern (“MEC”) Find Assessments, inspections, enforcement, monitoring and reporting through June 30, 2028.

<b>ESCA Mod. Number</b>	<b>ESCA Contract Line Item Number (CLIN) and Description</b>	<b>Expiration Date</b>	<b>Amount</b>
MOD 09	CLIN 02 – Department of Toxic Substance Control (DTSC) and United States EPA Technical Oversight Services	31 Dec. 2019	\$745,913
	CLIN 03 – FORA ESCA Administrative Funds	30 June 2020	\$1,865,848
	CLIN 04 – Post-Closure MEC Find Assessments	30 June 2028	\$528,651
	CLIN 05 – Long Term/LUCs Management	30 June 2028	\$3,705,792
		<b>Totals</b>	<b>\$6,846,204</b>

P Due to changes and delays in the transfer of properties, modifications were made to the ESCA grant leaving post-June 30, 2020 funds available are ESCA CLIN 0004 Post Closure MEC Find Assessments \$528,651 and ESCA CLIN 0005 for Long-Term Management and Land Use Control (LUC) management are \$3,705,792 (Totaling \$4,234,443 available from June 30, 2020 through June 30, 2028):

<b>ESCA Mod. Number</b>	<b>ESCA Contract Line Item Number (CLIN) and Description</b>	<b>Expiration Date</b>	<b>Amount</b>
MOD	CLIN 04 – Post-Closure MEC Find	30 June 2028	\$528,651

09	Assessments		
	CLIN 05 – Long Term/LUCs Management	30 June 2028	\$3,705,792
		<b>Totals</b>	<b>\$4,234,443</b>

Q In 2018 FORA adopted a Transition Plan as required by State Law that specifies that FORA engage the Successor-in-Interest (“Successor”) provisions of the ESCA contract.

R The Successor assumes responsibility and will be tasked with performing the remaining LTOs under the ESCA, including the recent amendment. It is assumed that all work under the previous \$98,000,000 contract will have been accomplished prior to FORA’s dissolution as evidenced by the 2019 EPA Remedial Action Completion letters, per AOC Section XVII, Certification of Completion, housed in the Army Administrative Record located at: <http://fortordcleanup.com/documents/administrative-record/>.

S The City of Seaside is prepared, subject to funding, to assume ESCA responsibility and attendant local reuse authority status, including the execution of the AOC in order to complete the ESCA obligations and any property-related transfer actions required after June 30, 2020.

On February 21, 2020 FORA and Seaside agreed as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein by reference.

2. Acknowledgement. FORA agrees to acknowledge Seaside as the ESCA Successor-In-Interest under the 2018 Transition Plan, and nominate Seaside to the Department of Defense as the LRA Successor.

3. Insurance Policies. FORA will request the transfer of its two pollution legal liability insurance policies and limits to Seaside. FORA shall also transfer any self-insured retention funds to Seaside to be used exclusively for ESCA and claims-related obligations. Seaside acknowledges that these insurance policies will expire in 2022 and 2024, respectively, and that Seaside’s designation will be subject to approval by the insurers. Seaside’s successful designation through December 31, 2024 is a condition precedent to becoming FORA’s ESCA successor. Pollution legal liability insurance will be required by the ESCA from 1 January 2025 through no earlier than 30 June 2028, a requirement to be funded by the Army.

4. ESCA LTO Program Evidence of Fiduciary and Technical Capability. FORA agrees to provide technical and/or financial assistance to Seaside to meet the terms required by the Army, EPA, and DTSC that the Successor be a single entity and demonstrate technical and financial competence to complete the work.

5. ESCA records and contracts funds. FORA and Seaside shall establish a mechanism for transfer of all ESCA records, back-up documents, computer files and accounting records, and contract funds to Seaside for meeting FORA’s ESCA obligations.

6. Technical Assistance. FORA agrees to request the Army extend the funding expiration date on any remaining ESCA funds (not dedicated to Post-Closure MEC Find Assessments and Long Term/LUCs Management) for Seaside to provide technical assistance and funding to complete the ESCA transfer process through June 30, 2020, including specialized legal, drafting and other staff or contract support. FORA agrees to establish and fund a pool of monies to support Seaside's assumption of responsibilities and obligations of the EDC Agreement.

7. Obligations. FORA agrees to nominate and Seaside agrees to assume the Federal local redevelopment authority "LRA" designation and the remaining reporting, monitoring, and stewardship or other identified responsibilities associated with (i) the FORA-Army 2007 ESCA, as FORA's Successor through the end of the ESCA Contract June 30, 2028 in order to complete property transfers and the ESCA to the extent that ESCA performance does not obligate or put at risk Seaside's municipal non-ESCA funds, and (ii) the EDC Agreement, as FORA's successor. Exhaustion or unavailability of ESCA funds with which to compensate Seaside for the performance of ESCA obligations will constitute a force majeure under the ESCA and the AOC, thereby relieving Seaside of its responsibility to perform FORA's surviving ESCA obligations.

8. ESCA LTO Program Evidence of Fiduciary and Technical Capability. Seaside agrees to provide evidence of its fiduciary and technical capability to comply with the terms of the ESCA and manage the contract financial assets with associated invoicing and reporting responsibilities, to assure the Army, EPA and DTSC of continued ESCA fiduciary capability.

Seaside agrees to assume FORA's ESCA Long Term Obligations Management Program, as approved by the US Army, EPA and DTSC, and:

- i. Personnel. Hire (2) full-time qualified staff to manage ESCA as required under the contract provisions as currently amended through 2028, but with allowances for indirect administrative overhead to assure the Army, EPA and DTSC of continued ESCA technical capacity.
- ii. ESCA Long-Term Obligation Support Services Contract. Enter into Support Services Contracts through 2028 with specialists Arcadis, Weston Solutions, Inc. and Westcliffe Engineers, Inc. (or other qualified vendors), including allowances for indirect administrative overhead to assure the Army, EPA and DTSC of continued ESCA technical capacity.
- iii. Representation. Contract with Counsel reasonably qualified on environmental issues with experience in working with state and federal entities (Army, EPA and DTSC) for review and compliance as noted in the ESCA and the AOC.
- iv. No Obligation of Other Entities. Monterey Peninsula Community College District, the Board of Trustees of the California State University (on behalf of the Monterey Bay campus), the County of Monterey, the Cities of Del Rey Oaks, Marina and Monterey, the Marina Coast Water District (hereinafter collectively "Grantees"), will not be a party to the ESCA, and will not bear any financial liability as a result

of the ESCA.

9. Coordination with other Entities. Seaside agrees to enter into agreements with the Grantees for the property transfers and other necessary property-related rights to effectuate the reuse and the oversight, reporting, response, and other long-term stewardship obligations listed in and consistent with (a) the ESCA through 2028 on behalf of the Army, and (b) the EDC Agreement.

- i. Water Rights Allocations. Until such time as such allocations may be amended by agreements, Seaside agrees to honor and abide by the water rights' allocations set forth in Exhibit A attached hereto, for Government Water Rights as defined in Subsection 5.02 of the EDC Agreement, that may be released by the Government in the future, subject to compliance with all applicable laws.
- ii. Wastewater Discharge Rights. Until such time as such allocations may be amended by future agreements, Seaside agrees to establish and apply, in consultation with Grantees, pursuant to Section 5.04 of the EDC Agreement, a fair process to ensure that all Grantees will enjoy equitable utilization of Wastewater Discharge Rights that may be released by the Government in the future, subject to compliance with all applicable laws.
- iii. Creates No Land-Use Authority. Nothing in this Agreement, nor Seaside's designation as the local redevelopment authority or as FORA's successor under the ESCA or EDC Agreement creates in Seaside any land-use decision-making authority with respect to any land not within Seaside's City limits. Further, Seaside shall not require that any land-use decisions of other entities be in compliance with the Fort Ord Base Reuse Plan.
- iv. Seaside shall not require payment of any sale or lease proceeds or revenues (or the equivalent use of property such as licenses, permits, concession agreements etc.), from other entities for the transfer of property, water rights, or wastewater discharge rights received from the Army pursuant to the EDC Agreement.

10. ESCA Amendment. The parties agree to work cooperatively to successfully receive Army, EPA and DTSC concurrence that Seaside is the formal ESCA Successor and execute the ESCA upon review and approval of terms and conditions. Seaside agrees to execute an ESCA Agreement and to comply to comply with the U.S. Army Corps of Engineers ("USACE") oversight and grant management requirements for funding to Seaside under the ESCA terms, provided however, that the Successor activities are fully funded, including without limitation provision for PLL insurance coverage, funding shall be provided from January 1, 2024 through June 30, 2028 or the completion of the ESCA obligations. Seaside will not pay for Regulatory Oversight unless it is a reimbursement funded by the Army through the end of the ESCA obligations.

11. Administrative Order on Consent. The parties agree to work cooperatively to successfully receive EPA and DTSC approval that Seaside is the formal Successor to execute an AOC upon review of terms and conditions.

12. Amendment. This Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by the Party against which such change, waiver or termination is sought to be enforced.

13. No Waiver. No delay in enforcing or failing to enforce any right under this Agreement will constitute a waiver of such right. No waiver of any default under this Agreement will operate as a waiver of any other default or of the same default on a future occasion.

14. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Agreement are to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, the Parties agree to amend the terms in a reasonable manner to achieve the intention of the Parties without invalidity. If the terms cannot be amended, the invalidity of one or several terms will not affect the validity of the Agreement as a whole, unless the invalid terms are of such essential importance to this Agreement that it can be reasonably assumed that the Parties would not have contracted this Agreement without the invalid terms. In such case, the Party affected may terminate this Agreement by written notice to the other Party without prejudice to the affected Party's rights in law or equity.

15. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party had knowledge of the nature of the performance and opportunity for objection.

16. Choice of Law. This Agreement will be construed in accordance with the laws of the State of California.

17. Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action that may be reasonably necessary to complete performance of its obligations hereunder and otherwise to effectuate the purposes and intent of this Agreement.

18. Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

19. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be acknowledged by the Party giving such notice, and shall to the extent reasonably practicable be sent by hand delivery, and if not reasonably practicable to send by hand delivery, then by telecopy, overnight courier, electronic mail, or registered mail, in each case to the other Party at the address for such Party set forth below (Note: A Party may change its place of notice by a notice sent to all other Parties in compliance with this section):

City of Seaside

Fort Ord Reuse Authority

Attn: City Manager  
440 Harcourt Avenue  
Seaside, CA 93955

Attn: Executive Officer  
920 2nd Avenue, Suite A  
Marina, CA 93933

w/ an email copy to [cityattorney@ci.seaside.ca.us](mailto:cityattorney@ci.seaside.ca.us)

20. Term of Agreement: This Agreement shall be effective on the Effective Date specified at the beginning of the Agreement and shall remain in effect unless and until terminated by mutual agreement of the Parties or upon the legal dissolution of the Fort Ord Reuse Authority, provided, however, that this Agreement shall survive as to the Grantees who are third party beneficiaries of this Agreement as set forth in paragraph 22, for so long as Seaside remains the successor LRA.

21. Authorization. Each party affirms that it is fully authorized to enter into this Agreement. The Seaside City Manager is designated on behalf of Seaside, subject to review and approval of documents by the Seaside City Attorney, to enter into the terms and conditions of this Agreement, the AOC and the ESCA and sign related ESCA and AOC reporting and financial documents.

22. Third-Party Rights. The Grantees are intended to be third-party beneficiaries of this Agreement as it relates to future transfers of property, water rights, and wastewater discharge rights pursuant to the EDC Agreement, and shall have the right to enforce the provisions hereof as if they were direct parties hereto. Nothing in this Agreement is intended to confer upon any individual or entity, other than the Parties and the above-identified third-party beneficiaries, any rights or remedies whatsoever.

NOW THEREFORE, the Board hereby resolves that:

1. The foregoing recitals are true and correct.
2. To complete the FORA/Seaside ESCA/EDC/LRA Successor transition process, additional documents need to be executed terminating FORA's obligations and/or transferring them and associated Army ESCA funds to Seaside. The FORA Board authorizes the FORA Executive Officer to execute and/or acknowledge these remaining FORA/Seaside ESCA/EDC/LRA Successor documents, in substantially the form presented to the Board, following review and approval by FORA Counsel. -The documents will complete/memorialize the work described above and may include but are not limited to:
  - i. Quitclaim deeds.
  - ii. Releases, restrictions, and covenants.
  - iii. FORA/Seaside Army EDC MOA Amendments.
  - iv. FORA/Arcadis ESCA RSA Notice of Completion.
  - v. FORA/Arcadis assign ESCA RSA protective provisions to Seaside.
  - vi. FORA/Army ESCA release.
  - vii. Army ESCA Successor fund assignment.
  - viii. FORA ESCA Long-Term Obligation Management Support Service Contract assignment.

ix. Insurance policies.

3 Authorize the FORA Executive Officer to execute and deliver agreements for the transfer of ESCA/EDC/LRA Army and DoD funds and assign contracts to Seaside.

This Resolution shall take effect from and after the date of its passage and adoption.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this 4nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
Jane Parker, Chair

ATTEST:

\_\_\_\_\_  
Joshua Metz, Secretary

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**Recording requested by and  
when recorded mail to:**

**EXECUTIVE OFFICER  
FORT ORD REUSE AUTHORITY  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933**

Space Above This Line Reserved for Recorder's Use

Documentary Transfer Tax **\$0-government agency, exempt from DTT**

\_\_\_\_ Computed on full value of property conveyed

\_\_\_\_ Computed on full value less liens and encumbrances  
remaining at time of sale

**QUITCLAIM DEED FOR PARCEL [ ], COUNTY OF MONTEREY**

**THIS QUITCLAIM DEED** (“Deed”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, among the **FORT ORD REUSE AUTHORITY (the “Grantor”)**, created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and [GRANTEE] (**the “Grantee”**).

**WHEREAS**, the United States of America (“Government”) was the owner of certain real property, improvements and other rights appurtenant thereto together with all personal property thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a military installation;

**WHEREAS**, the military installation at Fort Ord was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; 10 U.S.C. § 2687 note);

**WHEREAS**, the **Grantor** and the Government entered into the *Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California*, dated the 20th day of June 2000, as amended

1 (“MOA”), which sets forth the specific terms and conditions of the sale of portions of the former  
2 Fort Ord located in Monterey County, California;

3  
4 **WHEREAS**, pursuant to the MOA, the Government conveyed to **Grantor** certain former  
5 Fort Ord property within Monterey County known as Parcel [ ], approximately [ ] acres, by quitclaim  
6 deed dated [ ], and recorded in the County of Monterey, California on [ ], Series Number [ ]  
7 (“Government Deed”); and

8  
9 **WHEREAS**, the **Grantor** and the County of Monterey (“County”) have entered into the  
10 Implementation Agreement dated May 8, 2001 and recorded in the Office of the Monterey County  
11 Recorder as Document: 2001088380 (“Implementation Agreement”), that governs the use of former  
12 Fort Ord property within Monterey County.

13  
14 **WITNESSETH**

15  
16 I. The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other  
17 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
18 releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right,  
19 title, and claim as the **Grantor** has in and to Parcel [ ], more particularly described in Exhibit “A,”  
20 attached hereto and made a part hereof (“Property”) and including the following:

- 21  
22 A. All buildings, facilities, roadways, and other improvements, including the storm  
23 drainage systems and the telephone system infrastructure, and any other  
24 improvements thereon,  
25  
26 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses,  
27 and privileges not otherwise excluded herein, and  
28  
29 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,  
30 privileges and other rights belonging or related thereto.

31  
32 II. The **Grantee** covenants for itself, its successors, and assigns and every successor  
33 in interest to the Property, or any part thereof, that **Grantee** and such successors and assigns shall  
34 comply with all provisions of the Implementation Agreement as if the **Grantee** were the referenced  
35 Jurisdiction under the Implementation Agreement and specifically agrees to comply with the Deed  
36 Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if such Deed  
37 Restrictions and Covenants were separately recorded prior to the recordation of this Deed.

38  
39 The Government Deed conveying the Property to the **Grantor** was recorded prior to the  
40 recordation of this Deed. In its transfer of the Property to the **Grantor**, the Government provided  
41 certain information regarding the environmental condition of the Property including without  
42 limitation the Finding of Suitability for Early Transfer, Former Fort Ord, California, Environmental  
43 Services Cooperative Agreement (ESCA) Parcels and Non-ESCA Parcels (Operable Unit Carbon  
44 Tetrachloride Plume) (FOSET 5) (September 2007) (“FOSET 5”), an environmental baseline survey  
45 (EBS) known as the Community Environmental Response Facilitation Act report, which is

1 referenced in FOSET 5, and the Final Remedial Design/Remedial Action, Land Use Controls  
2 Implementation, and Operation and Maintenance Plan, Parker Flats Munitions Response Area  
3 Phase I, Former Fort Ord Monterey County, California, (“RD/RA LUCI O&M Plan, Parker Flats  
4 MRA Phase I”). The **Grantor** has no knowledge regarding the accuracy or adequacy of such  
5 information. FOSET 5 sets forth the basis for the Government’s determination that the Property  
6 is suitable for transfer. The Grantee is hereby made aware of the notifications contained in the  
7 EBS, FOSET 5, and RD/RA LUCI O&M Plan, Parker Flats MRA Phase I.

8  
9 The Grantee acknowledges that it has inspected or has had the opportunity to inspect the  
10 Property and accepts the condition and state of repair of the subject Property. Except as otherwise  
11 provided herein, the Grantee understands and agrees that the Property and any part thereof is  
12 offered “AS IS” without any representation, warranty, or guaranty by the Grantor as to quantity,  
13 quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for  
14 the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such  
15 grounds will be considered.

16  
17 The italicized information below is copied verbatim (except as discussed below) from the  
18 Government Deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges  
19 and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the  
20 terms of the aforesaid Government Deed, including the Environmental Protection Provisions at  
21 Exhibit “D” to the Government Deed, which are attached hereto and made a part hereof as Exhibit  
22 “B” to this Deed, and **Grantor** grants to **Grantee** all benefits with regard to the Property under  
23 the terms of the aforesaid Government Deed. Within the italicized information only, the term  
24 “**Grantor**” shall mean the Government, and the term “**Grantee**” shall mean the Fort Ord Reuse  
25 Authority (“FORA”); to avoid confusion, the words “the Government” have been added in  
26 parenthesis after the word “**Grantor**”, and “FORA” has been added in parenthesis after the word  
27 “**Grantee**”.

28  
29 *[INSERT FROM RELATED INDEED]*  
30

1 The responsibilities and obligations placed upon, and the benefits provided to, the **Grantor**  
2 by the Government shall run with the land and be binding on and inure to the benefit of all  
3 subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are  
4 released pursuant to the provisions set forth in the MOA and the Government Deed. The **Grantor**  
5 and its successors and assigns, respectively, shall not be liable for any breach of such  
6 responsibilities and obligations with regard to the Property arising from any matters or events  
7 occurring after transfer of ownership of the Property by the **Grantee** or its successors and assigns,  
8 respectively; provided, however, that each such party shall, notwithstanding such transfer, remain  
9 liable for any breach of such responsibilities and obligations to the extent caused by the fault or  
10 negligence of such party.

11  
12 III. General Provisions:

13  
14 A. Liberal Construction. Any general rule of construction to the contrary  
15 notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the  
16 policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an  
17 interpretation consistent with the purpose of this Deed that would render the provision valid shall be  
18 favored over any interpretation that would render it invalid.

19  
20 B. Severability. If any provision of this Deed, or the application of it to any person or  
21 circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application  
22 of such provisions to persons or circumstances other than those to which it is found to be invalid,  
23 shall not be affected thereby.

24  
25 C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of  
26 title in any respect.

27  
28 D. Captions. The captions in this Deed have been inserted solely for convenience of  
29 reference and are not a part of this Deed and shall have no effect upon construction or  
30 interpretation.

31  
32 E. Right to Perform. Any right which is exercisable by the **Grantee**, and its successors  
33 and assigns, to perform under this Deed may also be performed, in the event of non-performance  
34 by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its successors and  
35 assigns.

36  
37 IV. Other Conditions:

38  
39 [AS REQUIRED]

40  
41 The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on  
42 the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions,  
43 stipulations and covenants contained herein will be inserted by the **Grantee** verbatim or by express  
44 reference in any deed or other legal instrument by which it divests itself of either the fee simple  
45 title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved

1 to the **Grantor**, and all references in this Deed to **Grantor** shall include its successors in interest.  
2 The **Grantor** may agree to waive, eliminate, or reduce the obligations contained in the covenants,  
3 PROVIDED, HOWEVER, that the failure of the **Grantor** or its successors to insist in any one or  
4 more instances upon complete performance of any of the said conditions shall not be construed as  
5 a waiver or a relinquishment of the future performance of any such conditions, but the obligations  
6 of the **Grantee**, its successors and assigns, with respect to such future performance shall be  
7 continued in full force and effect.

8  
9  
10 List of Exhibits:

- 11 • EXHIBIT “A” - Description of Property
- 12 • EXHIBIT “B” - Exhibit “D” to the Government Deed, Environmental Protection Provisions

13  
14 **[Signature Pages Follow]**  
15



1 **ACCEPTANCE:**

2  
3 **In Testimony Whereof**, witness the signature of [GRANTEE], this \_\_\_\_ day of  
4 \_\_\_\_\_, 2020 hereby accepts and approves this Deed for itself, its successors and  
5 assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.  
6

7  
8 **[GRANTEE]**  
9

10  
11  
12 By: \_\_\_\_\_  
13 Name:  
14 Title:  
15

16 STATE OF CALIFORNIA

17  
18 COUNTY OF \_\_\_\_\_  
19

20 On \_\_\_\_\_ before me, \_\_\_\_\_, (name of notary  
21 public) personally appeared \_\_\_\_\_ who proved  
22 to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
23 the within instrument and who acknowledged to me that he/she/they executed the same in their  
24 authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity  
25 upon behalf of which the person(s) acted, executed the instrument.  
26

27 I certify under PENALTY of PERJURY under the laws of the state of California that the foregoing  
28 paragraph is true and correct.  
29

30 WITNESS my hand and official seal.  
31  
32  
33 \_\_\_\_\_

1  
2  
3

**EXHIBIT "A"**

**Description of Property**

1  
2  
3  
4

**EXHIBIT "B"**

**Exhibit "D" to the Government Deed  
Environmental Protection Provisions**

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**FORA DRAFT 5/26/2020**

**Recording requested by and  
when recorded mail to:**

KUTAK ROCK LLP  
1625 "EYE" STREET NW, STE 800  
WASHINGTON DC 20006  
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line For Recorder's Use Only)

**QUITCLAIM DEED  
TO EXTINGUISH CERTAIN LAND USE CONTROLS  
AND  
TO MODIFY CERTAIN LAND USE CONTROLS  
AND  
ISSUE CERCLA WARRANTY  
PARCELS E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1, E19a.2, E19a.3, E19a.4, L5.7,  
L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.8, L20.18, L20.19.1.1, and  
L32.1  
FORMER FORT ORD  
COUNTY OF MONTEREY, CALIFORNIA  
ENVIRONMENTAL RESTRICTION**

THIS QUITCLAIM DEED is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor") acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under the authority of the provisions of Pub. L. No. 107-217 (116 Stat. 1062), 40 U.S.C. § 101, *et seq.*, as amended; section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended; and section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the **FORT ORD REUSE AUTHORITY** (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS Grantor conveyed approximately 1,690.054 acres of property designated as Parcels E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1, E19a.2, E19a.3, E19a.4, L5.7, L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.8, L20.18, L20.19.1.1, and L32.1, County of Monterey, State of California (hereinafter referred to as the "Property"), as more

particularly shown and described in **Exhibit A**, attached hereto and made a part hereof, to Grantee by deed recorded on May 8, 2009 by the Monterey County Recorder, Salinas, California as Document Number 2009028280 (hereinafter referred to as the “Prior Deed”), the first deed amendment recorded on May 11, 2010 by the Monterey County Recorder, Salinas, California as Document Number 2010027224 (hereinafter referred to as the “Deed Amendment No. 1”), and the second deed amendment recorded on March 10, 2011 by the Monterey County Recorder, Salinas, California as Document Number 2011013980 (hereinafter referred to as the “Deed Amendment No. 2”); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed, Deed Amendment No.1, and Deed Amendment No. 2 pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed, Deed Amendment No.1, and Deed Amendment No. 2; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in Exhibit D to the Prior Deed, and within Deed Amendment No.1 and Deed Amendment No. 2 may now be extinguished consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and does hereby terminate and extinguish the said access restriction on the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee, its successors and assigns, as appropriate, shall provide to personnel performing such activities the then current “3Rs Safety Guide, Former Fort Ord Army Installation” as shown in **Exhibit C** (hereinafter “3Rs Safety Guide”) and the then current “Safety Alert, Ordnance and Explosives at former Fort Ord” in **Exhibit D**, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee, its successors and assigns, as appropriate, shall coordinate with the Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) imposed on the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

THE GRANTEE COVENANTS for itself, and its successors and assigns, that it will comply with the modified land use controls set forth above.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**FORA DRAFT 5/26/2020**

**Recording requested by and  
when recorded mail to:**

KUTAK ROCK LLP  
1625 "EYE" STREET NW, STE 800  
WASHINGTON DC 20006  
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line For Recorder's Use Only)

**QUITCLAIM DEED  
TO EXTINGUISH CERTAIN LAND USE CONTROLS  
AND  
TO MODIFY CERTAIN LAND USE CONTROLS  
AND  
ISSUE CERCLA WARRANTY  
PARCEL S1.3.2  
FORMER FORT ORD  
CALIFORNIA STATE UNIVERSITY MONTEREY BAY  
COUNTY OF MONTEREY, CALIFORNIA**

**ENVIRONMENTAL RESTRICTION**

THIS QUITCLAIM DEED is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor") acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under the authority of the provisions of Pub. L. No. 107-217 (116 Stat. 1062), 40 U.S.C. § 101, *et seq.*, as amended; section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended; and section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the **FORT ORD REUSE AUTHORITY** (hereinafter referred to as the "Grantee").

**KNOW ALL MEN BY THESE PRESENTS THAT:**

WHEREAS, Grantor conveyed approximately 332.839 acres of property designated as Parcel S1.3.2, County of Monterey, State of California (hereinafter referred to as the "Property"), as more particularly shown and described in **Exhibit A**, attached hereto and made a part hereof, to Grantee by deed recorded on May 8, 2009 by the Monterey County Recorder, Salinas, California as Document Number 2009028287 (hereinafter referred to as the "Prior Deed"); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in Exhibit D to the Prior Deed may now be extinguished consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

The purpose of prohibiting or restricting the use of the Property for residential purposes on that portion of the Property identified as the “Residential CSUMB Campus Housing Area,” and as more particularly shown and described in **Exhibit B**, attached hereto and made a part hereof, and does hereby terminate and extinguish the said residential use restriction on the said portion of the Property only; the said restriction shall remain in full force and effect on all other portions of the Property. Residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12; and

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and does hereby terminate and extinguish the said access restriction on the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee, its successors and assigns, as appropriate, shall provide to personnel performing such activities the then current “3Rs Safety Guide, Former Fort Ord Army Installation” as shown in **Exhibit C** (hereinafter “3Rs Safety Guide”) and the then current “Safety Alert, Ordnance and Explosives at former Fort Ord” in **Exhibit D**, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee, its successors and assigns, as appropriate, shall coordinate with the Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) imposed on the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

THE GRANTEE COVENANTS for itself, and its successors and assigns, that it will comply with the modified land use controls set forth above.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

2009028282 (hereinafter referred to as the “Prior Deed”) and the first deed amendment recorded on May 11, 2010 by the Monterey County Recorder, Salinas, California (hereinafter referred to as the “Deed Amendment No. 1”); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed and Deed Amendment No.1 pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed and Deed Amendment No.1; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in Exhibit D to the Prior Deed, and within Deed Amendment No.1 may now be extinguished consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

The purpose of prohibiting or restricting the use of the Property for residential purposes , and the Grantor does hereby terminate and extinguish the said residential use restriction on the Property, except the residential use restriction shall remain in full force and effect on the following Parcels: 1) The portion of Parcels E20c.2, E23.1, E23.2, E24, and E34 identified as the “Non-Residential Area;” 2) The portion of Parcels E23.1 and E23.2 identified as Parcel “HA 18 D”; and 3) portion of Parcel E24 identified as Parcel “HA 23 D”; and on all other portions of the Property. Residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12; and

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and does hereby terminate and extinguish the said access restriction on the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee, its successors and assigns, as appropriate, shall provide to personnel performing such

activities the then current “3Rs Safety Guide, Former Fort Ord Army Installation” as shown in **Exhibit C** (hereinafter “3Rs Safety Guide”) and the then current “Safety Alert, Ordnance and Explosives at former Fort Ord” in **Exhibit D**, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee, its successors and assigns, as appropriate, shall coordinate with the Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) imposed on the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

THE GRANTEE COVENANTS for itself, and its successors and assigns, that it will comply with the modified land use controls set forth above.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**FORA Draft 5/26/2020**

**Recording requested by and  
when recorded mail to:**

KUTAK ROCK LLP  
1625 "EYE" STREET NW, STE 800  
WASHINGTON DC 20006  
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line For Recorder's Use Only)

**QUITCLAIM DEED  
TO EXTINGUISH CERTAIN LAND USE CONTROLS  
AND  
TO MODIFY CERTAIN LAND USE CONTROLS  
AND  
ISSUE CERCLA WARRANTY  
PARCELS E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34  
FORMER FORT ORD  
CITY OF SEASIDE, CALIFORNIA  
COUNTY OF MONTEREY, CALIFORNIA  
  
ENVIRONMENTAL RESTRICTION**

THIS QUITCLAIM DEED is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor") acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under the authority of the provisions of Pub. L. No. 107-217 (116 Stat. 1062), 40 U.S.C. § 101, *et seq.*, as amended; section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended; and section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the **FORT ORD REUSE AUTHORITY** (hereinafter referred to as the "Grantee").

**KNOW ALL MEN BY THESE PRESENTS THAT:**

WHEREAS Grantor conveyed approximately 111.194 4acres of property designated as Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34, County of Monterey, State of California (hereinafter referred to as the "Property"), as more particularly shown and described in **Exhibit A**, attached hereto and made a part hereof, to Grantee by deed recorded on May 8, 2009 by the Monterey County Recorder, Salinas, California as Document Number

2009028282 (hereinafter referred to as the “Prior Deed”) and the first deed amendment recorded on May 11, 2010 by the Monterey County Recorder, Salinas, California (hereinafter referred to as the “Deed Amendment No. 1”); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed and Deed Amendment No.1 pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed and Deed Amendment No.1; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in Exhibit D to the Prior Deed, and within Deed Amendment No.1 may now be extinguished consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

The purpose of prohibiting or restricting the use of the Property for residential purposes , and the Grantor does hereby terminate and extinguish the said residential use restriction on the Property, except the residential use restriction shall remain in full force and effect on the following Parcels: 1) The portion of Parcels E20c.2, E23.1, E23.2, E24, and E34 identified as the “Non-Residential Area;” 2) The portion of Parcels E23.1 and E23.2 identified as Parcel “HA 18 D”; and 3) portion of Parcel E24 identified as Parcel “HA 23 D”; and on all other portions of the Property. Residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12; and

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and does hereby terminate and extinguish the said access restriction on the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee, its successors and assigns, as appropriate, shall provide to personnel performing such

activities the then current “3Rs Safety Guide, Former Fort Ord Army Installation” as shown in **Exhibit C** (hereinafter “3Rs Safety Guide”) and the then current “Safety Alert, Ordnance and Explosives at former Fort Ord” in **Exhibit D**, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee, its successors and assigns, as appropriate, shall coordinate with the Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) imposed on the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

THE GRANTEE COVENANTS for itself, and its successors and assigns, that it will comply with the modified land use controls set forth above.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**FORA DRAFT 5/26/2020**

**Recording requested by and  
when recorded mail to:**

KUTAK ROCK LLP  
1625 "EYE" STREET NW, STE 800  
WASHINGTON DC 20006  
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line For Recorder's Use Only)

**QUITCLAIM DEED  
TO EXTINGUISH CERTAIN LAND USE CONTROLS  
AND  
TO MODIFY CERTAIN LAND USE CONTROLS  
AND  
ISSUE CERCLA WARRANTY  
PARCELS E19a.5, E21b.3, E39, E40, E41, E42, F1.7.2, L23.2, and E38  
FORMER FORT ORD  
MONTEREY PENINSULA COLLEGE  
COUNTY OF MONTEREY, CALIFORNIA  
  
ENVIRONMENTAL RESTRICTION**

THIS QUITCLAIM DEED is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor") acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under the authority of the provisions of Pub. L. No. 107-217 (116 Stat. 1062), 40 U.S.C. § 101, *et seq.*, as amended; section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended; and section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the **FORT ORD REUSE AUTHORITY** (hereinafter referred to as the "Grantee").

**KNOW ALL MEN BY THESE PRESENTS THAT:**

WHEREAS Grantor conveyed approximately 546.29 acres of property designated as Parcels E19a.5, E21b.3, E38, E39, E40, E41, E42, F1.7.2, L23.2, and E38, County of Monterey, State of California (hereinafter referred to as the "Property"), as more particularly shown and described in **Exhibit A**, attached hereto and made a part hereof, to Grantee by deed recorded on May 8, 2009 by the Monterey County Recorder, Salinas, California as Document Number

2009028274 (hereinafter referred to as the “Prior Deed”) and the first deed amendment recorded on March 11, 2010 by the Monterey County Recorder, Salinas, California as Document Number 2010027226 (hereinafter referred to as the “Deed Amendment No. 1”); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed and Deed Amendment No.1 pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed and Deed Amendment No.1; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in Exhibit D to the Prior Deed, and within Deed Amendment No.1 may now be extinguished consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

- (a) Terminate the access restrictions on Parcels E21b.3, E39, E40, E41, E42, F1.72, L23.2, and E38.
- (b) Terminate the residential use restriction on that portion of Parcel E19a.5 identified as “Parcel O” as described in Exhibit B.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

- (a) The Grantee, its successors and assigns shall obtain munitions recognition and safety training when conducting or permitting others to conduct any ground-disturbing or intrusive activities on the Property. Prior to the start of ground-disturbing or intrusive activities, the Grantee, its successors and assigns, shall provide to personnel performing such activities the then current “3Rs Safety Guide, Former Fort Ord Army Installation” in **Exhibit C**, attached hereto and made a part hereof, and the then current “Safety Alert, Ordnance and Explosives at former Fort Ord” in **Exhibit D**, attached hereto and made a part hereof.
- (b) Prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan, the Grantee, its successors and assigns shall require personnel to receive site-specific munitions recognition and safety training administered by project safety personnel. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment.
- (c) Construction support by Munitions and Explosives of Concern (MEC)-qualified

personnel is required for ground-disturbing or intrusive activities within the Property. The Grantee, its successors and assigns shall coordinate with the Fort Ord Reuse Authority (FORA) or its successor, Department of the Army, United States Environmental Protection Agency (EPA), and the California Department of Toxic Substances Control (DTSC) to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) imposed on the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

- (d) The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to Parcels E38, E39, E40, E41, E42, and F1.7.2.

THE GRANTEE COVENANTS for itself, and its successors and assigns, that it will comply with the modified land use controls set forth above.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**FORA DRAFT 5/26/2020**

**Recording requested by and  
when recorded mail to:**

KUTAK ROCK LLP  
1625 "EYE" STREET NW, STE 800  
WASHINGTON DC 20006  
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line For Recorder's Use Only)

**QUITCLAIM DEED  
TO EXTINGUISH CERTAIN LAND USE CONTROLS  
AND  
TO MODIFY CERTAIN LAND USE CONTROLS  
AND  
ISSUE CERCLA WARRANTY  
PARCEL E29.1  
FORMER FORT ORD  
CITY OF MONTEREY, CALIFORNIA  
COUNTY OF MONTEREY, CALIFORNIA  
  
ENVIRONMENTAL RESTRICTION**

THIS QUITCLAIM DEED is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor") acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under the authority of the provisions of Pub. L. No. 107-217 (116 Stat. 1062), 40 U.S.C. § 101, *et seq.*, as amended; section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended; and section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the **FORT ORD REUSE AUTHORITY** (hereinafter referred to as the "Grantee").

**KNOW ALL MEN BY THESE PRESENTS THAT:**

WHEREAS Grantor conveyed approximately 22.457 acres of property designated as Parcel E29.1, County of Monterey, State of California (hereinafter referred to as the "Property"), as more particularly shown and described in **Exhibit A**, attached hereto and made a part hereof, to Grantee by deed recorded on **May 8, 2009** by the Monterey County Recorder, Salinas, California as Document Number 2009028276 (hereinafter referred to as the "Prior Deed"); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in Exhibit D to the Prior Deed may now be extinguished consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and does hereby terminate and extinguish the said access restriction on the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee, its successors and assigns, as appropriate, shall provide to personnel performing such activities the then current “3Rs Safety Guide, Former Fort Ord Army Installation” as shown in **Exhibit C** (hereinafter “3Rs Safety Guide”) and the then current “Safety Alert, Ordnance and Explosives at former Fort Ord” in **Exhibit D**, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee, its successors and assigns, as appropriate, shall coordinate with the

Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) imposed on the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

THE GRANTEE COVENANTS for itself, and its successors and assigns, that it will comply with the modified land use controls set forth above.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**FORA DRAFT 5/26/2020**

**Recording requested by and  
when recorded mail to:**

KUTAK ROCK LLP  
1625 "EYE" STREET NW, STE 800  
WASHINGTON DC 20006  
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line For Recorder's Use Only)

**QUITCLAIM DEED  
TO EXTINGUISH CERTAIN LAND USE CONTROLS  
AND  
TO MODIFY CERTAIN LAND USE CONTROLS  
AND  
ISSUE CERCLA WARRANTY  
PARCEL L20.13.1.2 AND L20.13.3.1  
FORMER FORT ORD  
CITY OF DEL REY OAKS, CALIFORNIA  
COUNTY OF MONTEREY, CALIFORNIA  
  
ENVIRONMENTAL RESTRICTION**

THIS QUITCLAIM DEED is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor") acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under the authority of the provisions of Pub. L. No. 107-217 (116 Stat. 1062), 40 U.S.C. § 101, *et seq.*, as amended; section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended; and section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the **FORT ORD REUSE AUTHORITY** (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS Grantor conveyed approximately 5.026 acres of property designated as Parcels L20.13.1.2 and L20.12.2.1, County of Monterey, State of California (hereinafter referred to as the "Property"), as more particularly shown and described in **Exhibit A**, attached hereto and made a part hereof, to Grantee by deed **recorded on May 8, 2009** by the Monterey County

Recorder, Salinas, California as Document Number 2009028278 (hereinafter referred to as the “Prior Deed”); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in Exhibit D to the Prior Deed may now be extinguished consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and does hereby terminate and extinguish the said access restriction on the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee, its successors and assigns, as appropriate, shall provide to personnel performing such activities the then current “3Rs Safety Guide, Former Fort Ord Army Installation” as shown in **Exhibit C** (hereinafter “3Rs Safety Guide”) and the then current “Safety Alert, Ordnance and Explosives at former Fort Ord” in **Exhibit D**, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee, its successors and assigns, as appropriate, shall coordinate with the Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) imposed on the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

THE GRANTEE COVENANTS for itself, and its successors and assigns, that it will comply with the modified land use controls set forth above.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**FORA DRAFT 5/26/2020**

**Recording requested by and  
when recorded mail to:**

KUTAK ROCK LLP  
1625 "EYE" STREET NW, STE 800  
WASHINGTON DC 20006  
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line For Recorder's Use Only)

**QUITCLAIM DEED  
TO EXTINGUISH CERTAIN LAND USE CONTROLS  
AND  
TO MODIFY CERTAIN LAND USE CONTROLS  
AND  
ISSUE CERCLA WARRANTY  
PARCEL L6.2  
FORMER FORT ORD  
MONTEREY PENINSULA REGIONAL PARK DISTRICT  
COUNTY OF MONTEREY, CALIFORNIA  
  
ENVIRONMENTAL RESTRICTION**

THIS QUITCLAIM DEED is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor") acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under the authority of the provisions of Pub. L. No. 107-217 (116 Stat. 1062), 40 U.S.C. § 101, *et seq.*, as amended; section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended; and section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the **FORT ORD REUSE AUTHORITY** (hereinafter referred to as the "Grantee").

**KNOW ALL MEN BY THESE PRESENTS THAT:**

WHEREAS Grantor conveyed approximately 6.90 acres of property designated as Parcel L6.2, County of Monterey, State of California (hereinafter referred to as the "Property"), as more particularly shown and described in **Exhibit A**, attached hereto and made a part hereof, to Grantee by deed recorded on May 8, 2009 by the Monterey County Recorder, Salinas, California as Document Number 2009028270 (hereinafter referred to as the "Prior Deed"); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in Exhibit D to the Prior Deed may now be extinguished consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and does hereby terminate and extinguish the said access restriction on the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee, its successors and assigns, as appropriate, shall provide to personnel performing such activities the then current "3Rs Safety Guide, Former Fort Ord Army Installation" as shown in **Exhibit C** (hereinafter "3Rs Safety Guide") and the then current "Safety Alert, Ordnance and Explosives at former Fort Ord" in **Exhibit D**, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee, its successors and assigns, as appropriate, shall coordinate with the

Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) imposed on the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

THE GRANTEE COVENANTS for itself, and its successors and assigns, that it will comply with the modified land use controls set forth above.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORA Response 5/28/2020**  
**Army Response 5/28/20 redline of 5/28/20**

**AMENDMENT NO. 8  
TO THE  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
ACTING BY AND THROUGH  
THE SECRETARY OF THE ARMY  
UNITED STATES DEPARTMENT OF THE ARMY  
AND  
THE FORT ORD REUSE AUTHORITY  
FOR THE SALE OF  
PORTIONS OF THE FORMER FORT ORD  
LOCATED IN MONTEREY COUNTY, CALIFORNIA**

**THIS AMENDMENT NO. 8** (“Amendment No. 8”) to the *Memorandum of Agreement between the United States of America acting by and through the Secretary of the Army, United States Department of the Army, and the Fort Ord Reuse Authority for the Sale of Portions of the Former Fort Ord Located in Monterey County, California dated June 20, 2000* (as amended from time to time, “Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_ 2020 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Army (“Government”), and **THE FORT ORD REUSE AUTHORITY** (“Authority”), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense, and accepted and agreed to by **THE CITY OF SEASIDE, CALIFORNIA**, a municipal corporation of the State of California (“Seaside”). Government and Authority are sometimes referred to herein collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Parties did enter into the Agreement for the Economic Development Conveyance (“EDC”) to the Authority of a portion of the former Fort Ord, California (“Property”) pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175); and

**WHEREAS**, subsequent to the execution and delivery of the Agreement, several recipients rescinded their rights to acquire portions of the former Fort Ord directly from the Government, the Parties determined that to facilitate the economic redevelopment of the Property, it is desirable and necessary to include within the scope of the Agreement said portions of the

1 former Fort Ord consisting of approximately twenty-eight (28) acres of land (Army Corps of  
2 Engineers Parcels L2.3, L2.4.1, and a portion of Parcel L36) located in Monterey County that was  
3 not included previously as part of the Property subject to the Agreement; and  
4  
5

6 **WHEREAS**, the Authority, as a regional agency and a corporation of the State of  
7 California established under the State of California law, will sunset and cease to exist on June 30,  
8 2020 pursuant to California State Law, Government Code Sections 67650, et seq.; and  
9

10 **WHEREAS**, the City of Seaside, California (“Seaside”), is a general law Municipal  
11 Corporation of the State of California, and  
12

13 **WHEREAS**, the Authority and Seaside entered into that certain *Environmental Services*  
14 *Cooperative Agreement and Local Redevelopment Authority Economic Development Conveyance*  
15 *Agreement Successor Implementing Agreement* dated February 21, 2020 (“Successor  
16 Agreement”), and  
17

18 WHEREAS, pursuant to State of California law, Seaside has the authority to acquire and  
19 dispose of real property, the Authority will transfer to Seaside all the real property of the Authority  
20 held by Authority as of June 30, 2020, by virtue of a quitclaim deed between the Authority and  
21 Seaside,  
22

23 **WHEREAS**, Seaside and the Authority jointly requested that the Department of Defense  
24 Office of Economic Adjustment recognize Seaside as the successor local redevelopment authority  
25 for the former Fort Ord following sunset and dissolution of the Authority on June 30, 2020, and  
26

27 **WHEREAS**, the Department of Defense Office of Economic Adjustment, by letter dated  
28 April 30, 2020, recognized Seaside as the successor local redevelopment authority for the former  
29 Fort Ord pursuant to the Defense Base Closure and Realignment Act of 1990, as amended, with  
30 an effective date of July 1, 2020, for the purposes of implementing the “Economic Development  
31 Conveyance Agreement” with the U.S. Army at the former Fort Ord, and  
32

33 **WHEREAS**, pursuant to the Successor Agreement, Seaside agreed to assume the rights,  
34 obligations, and interests of the Authority under the Agreement, as amended, to include property  
35 related transfer actions with the Grantee entities named under the Successor Agreement, and  
36

37 **WHEREAS**, in accordance with the Agreement, the Government must provide written  
38 consent to the transfer and assignment of the Authority’s rights, obligations, and interests  
39 hereunder, and  
40

41 **WHEREAS**, it is consistent with the Government’s interest to consent to the transfer and  
42 assignment of the Authority’s rights, obligations, and interests under the Agreement to Seaside  
43 as the successor local redevelopment authority for the former Ft Ord.



1 (ii) agrees to perform the Agreement pursuant to its terms and conditions.  
2

3 **Article 3. Survival and Benefit**  
4

5 a. Unless defined separately, the terms used in this Amendment No. 8 shall be the  
6 same as used and defined in the Agreement.  
7

8 b. Except as set forth herein, and unless modified specifically by this Amendment No.  
9 8, the terms and conditions, including all representations, warranties, agreements, obligations and  
10 indemnities of the Parties, contained in the Agreement as amended shall remain binding upon the  
11 Parties and their respective successors and assigns as set forth in the Agreement.  
12

13 c. The Authority and Seaside agree that the Government is not obligated to pay or  
14 reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses,  
15 directly or indirectly arising out of or resulting from the transfer or assignment of this Agreement,  
16 other than those that the Government in the absence of this amendment would have been obligated  
17 to pay or reimburse under the terms of the Agreement.  
18

19  
20 **[Signature Page Follows]**  
21  
22  
23



|

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

**EXHIBIT 1**

**Additional Parcels of Former Fort Ord Property.**



## FORT ORD REUSE AUTHORITY

920 2<sup>ND</sup> Avenue, Suite A, Marina, CA 93933  
Tel: 831 883 3672 | Fax: 831 883 3675 | [www.fora.org](http://www.fora.org)

---

June 1, 2020

Leslie Milton  
Assistant City Manager  
City of Seaside City Hall  
440 Harcourt Avenue  
Seaside, California 93955

RE: Assignment to the City of Seaside of the Fort Ord Remediation Services Agreement Between the Fort Ord Reuse Authority and LFR, Inc (Now Arcadis) Effective 30 March 2007

Dear Ms. Milton:

The rights and obligations of the Fort Ord Reuse Authority (FORA) in the attached Fort Ord Remediation Services Agreement (RSA) with LFR, Inc. (now Arcadis, Inc.) as amended is hereby assigned to the City of Seaside (City) as the Successor to FORA pursuant to the Environmental Services Cooperative Agreement (ESCA) effective March 30, 2007 between FORA and the United States. The City was identified in the ESCA as a potential successor to FORA and has been approved by the Army as the Successor-In-Interest to FORA's remaining ESCA obligations.

Notice of this Assignment has been provided to Arcadis, Inc.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Josh Metz  
Executive Officer

Acknowledgment: \_\_\_\_\_

*Insert here → type name of signatory, title, date*

## **ATTACHMENT E.1**

### **TECHNICAL SPECIFICATIONS AND REQUIREMENTS STATEMENT**

#### **1.0 INTRODUCTION**

In accordance with the terms of this Environmental Services Cooperative Agreement (ESCA), this Technical Specifications and Requirement Statement (TSRS) provides the U.S. Department of the Army's (Army) general specifications for the Fort Ord Reuse Authority (FORA) to conduct the environmental services, address environmental scheduling and regulatory issues, and assume liability and responsibility for Site Closeout of the Areas Covered by Environmental Services (ACES), as defined in Section C33 ESCA and identified in Appendix 1. The Army intends to transfer the ACES to FORA via a Deed with Finding of Suitability for Early Transfer (FOSET).

The environmental services will be performed in conjunction with the redevelopment of the ACES and in accordance with the Administrative Order on Consent (hereinafter "AOC"), CERCLA Docket Number 09-2007-03, between FORA, USEPA, and DTSC, to achieve Site Closeout as defined in Section C338 of the ESCA. Implementation of the AOC will also satisfy the remedy requirements of CERCLA, the NCP, and other applicable environmental laws and regulations regarding remediation of the ACES. The Army will provide funding for the environmental services required, as provided for in the ESCA and this TSRS. The mechanism for funding these services is the ESCA.

#### **1.1 Background**

~~As provided in Section C.4 of the ESCA, the FORA will conduct certain investigation and cleanup efforts at the ACES and the Army will provide the appropriate level of oversight.~~ The Army's involvement in the cleanup of the ACES will be limited to the scope of the ESCA and this TSRS. This document is meant to support and be consistent with the ESCA. If inconsistencies are found between this TSRS and the ESCA after the ESCA has been signed, the ESCA shall control. If inconsistencies are not resolved after referring to the ESCA, the parties will work toward a resolution, in accordance with Section D.9 of the ESCA.

## 1.2 Early Transfer and Cooperative Cleanup

~~The Army and FORA intend to complete an early transfer of the ACES so that FORA can obtain title to the property requiring MEC remediation.~~ Not all parcels included in the Early Transfer require additional characterization and/or remediation for MEC. FORA's responsibilities for the ACES is described in the ESCA and in the Remedial Activities Table. The ACES are shown on the maps included in Appendix I. The Remedial Activities Table lists those environmental sites of the ACES requiring MEC remediation and/or investigation by the FORA and generally describes the activities that will be accomplished for each of the sites. Activities described in the Remedial Activities Table may be modified by FORA pursuant to the AOC, as long as said modifications do not affect FORA's ability to achieve Site Closeout under the amount funded in the ESCA. Activities described in the Remedial Activities Table will be undertaken in conjunction with redevelopment activities where the opportunity exists.

In conjunction with the early transfer, the FORA and the Army chose to pursue a process whereby the FORA assumes the responsibility for the environmental services under the ESCA. The Army, as the former federal landholding agency, will meet its obligations under CERCLA and other applicable laws and regulations by providing the funds required via the ESCA and overseeing the completion of the environmental services necessary for Site Closeout in conjunction with the AOC and ESCA. In accordance with its responsibilities, the Army shall remain involved, will provide appropriate program oversight of the cleanup efforts at the ACES, to include document review as specified in Section C.4.2 of the ESCA, and will grant covenants under CERCLA section 120(h)(3)(A)(i)(II) (deferred CERCLA covenant) in accordance with Section C.4.2.2 of the ESCA.

**1.3 Applicable and Relevant Documents -** Lists of applicable and relevant documents are attached as Exhibit A of this TSRS. Applicable and relevant documents are not limited to those listed in Exhibit A; see Fort Ord Administrative Record and Fort Ord Military Munitions Response Program (MMRP) Database for additional information that may be applicable and/or relevant. Other applicable or relevant and appropriate documents include the publicly available Installation-Wide Multispecies Habitat Management Plan and biological opinions, including the Installation-Wide Multispecies

Habitat Management Plan (HMP), the East Garrison - Parker Flats Land Use Modifications Assessment (May 2002) and associated Memorandum of Understanding signed December 2005, and biological opinions 1-8-99-F/C-39R, 1-8-01-F-70R, and 1-8-04-F-25R.

## 2.0 TECHNICAL SERVICES REQUIRED

### 2.1 Task Description

The major component activities of this TSRS are outlined below.

1. Project management
2. Site Investigation and Monitoring
3. Specific Tasks for Munitions and Explosives of Concern (MEC)
4. Natural Resources Trustees Coordination & Damage Claims
5. Regulatory Requirements
6. Environmental Insurance
- ~~7. Remedy Implementation~~
- ~~8. EPA Certification of Completion~~
9. Public Involvement
10. Period of Performance
11. Submittal of Documents and Project Schedule

~~FORA shall provide the necessary qualified and licensed personnel, equipment, and resources to successfully execute the MEC investigation and/or remediation of parcels described in the Remedial Activities Table in accordance with the ESCA and AOC.~~ Project activities and responsibilities are outlined in the following sections and additional details on project activities listed below are found in Section 3 of this TSRS. This TSRS more fully specifies the environmental services FORA will conduct under the ESCA on behalf of the Army. Nothing in this TSRS shall limit the FORA from conducting environmental activities that vary from those activities specified in this TSRS provided such activities are coordinated with the Army, consistent with the ESCA, and ultimately achieve Site Closeout from EPA. The ultimate requirement is to achieve Site Closeout so that the Army may grant the deferred CERCLA covenant.

### **2.1.1 Project Management**

The complexity, magnitude, and unique nature of the cleanup at the environmental sites of the ACES requires coordination of project activities to ensure that stakeholders are kept informed of the project status, existing or potential problems, and any changes that may be required to prudently manage the project. Project stakeholders include the Department of the Army Base Realignment and Closure (BRAC) Division (BRACD), US.

Environmental Protection Agency (EPA), Region IX, and the California Department of Toxic Substances Control (DTSC). ~~FORA will use the AOC to guide the cleanup of the ACES in conjunction with redevelopment while ensuring consistency with remedial requirements of CERCLA, the NCP, and other applicable environmental laws and regulations.~~ To ensure that the remedy requirements of CERCLA and the NCP are being met, the Army shall consult with FORA, review and comment on documents, and review for concurrence any revisions, modifications, or amendments to the AOC or decision documents as required in Section C.42.1 of the ESCA.

FORA shall maintain a project repository, as well as provide copies to the Army in order for the Army's maintenance of the Administrative Record as required by CERCLA, the NCP, and other applicable laws and regulations. FORA shall also prepare and submit quarterly progress reports (as defined in Section 3.1) to the Army that document technical progress to date, depict upcoming work, and describe any technical issues confronted with successful or proposed solutions. Finally, FORA shall hold conference calls, as defined in Section 3.3, with the Army representative on an as-needed basis as determined by the Army to discuss ~~the progress of the cleanup of~~ the ACES and the status of ongoing documents/reports being reviewed by the Army representative. The Army representative shall be the BRAC Environmental Coordinator, or her designated successor. Additional details on the project management responsibilities are found in Section 3.1 through Section 3.3 of this TSRS.

### **2.1.2 Site Investigation and Monitoring**

~~FORA shall conduct any additional site investigation, including sampling and analysis that may be necessary to delineate areas requiring remedial actions in accordance with the AOC and ESCA. As additional delineation or other site characterization work is completed during the period of performance, the FORA shall record any changes needed~~

to the necessary documents (e.g., remedial design documents and AOC) and provide changes to the Army for review in accordance with the procedures specified in the ESCA Section C.4.2.1. To the extent additional site investigation results in additional decision documents, independent of the AOC, the Army will review for concurrence, in order to ensure consistency of any remedial actions with CERCLA, pursuant to the review procedures set forth in Section CA2 of the ESCA.

Prior to the end of the Period of Performance, discussed in Section 2.1.11, FORA shall implement, to the extent required by the AOC and the ESCA, a plan to meet Long Term Obligations pursuant to Section CAL 15.4(i) of the ESCA. This plan will provide for the implementation of the Long Term Obligations, including without limitation, ongoing remediation activities required under the AOC. In addition, FORA shall prepare monitoring reports and effectiveness reports as required by the AOC, and submit copies of the plans and reports to the Army representative. The Army shall review and comment on such plans and reports in accordance with the Army oversight procedures specified in Section CA2 of the ESCA.

### 2.1.3 Specific Tasks for Munitions and Explosives of Concern (MEC)

In accordance with the ESCA, FORA will:

(1) Achieve Site Closeout pursuant to the requirements of the AOC and the following:

(a) DOD 6055.9 STD DOD Ammunition and Explosives Safety Standards, 5 October 2004.

(2) FORA will incorporate and implement the Habitat Management Plan (HMP) and Army Biological Opinion (ABO) requirements into the ESCA remedial actions. Implementation includes a full time on-site biologist, pond sampling, vegetation monitoring and reporting, and weed/erosion control.

(3) Submit an Explosive Safety Submission (ESS) and any required explosives safety site plans through the U.S. Army Technical Center for Explosives Safety

~~(USATCES) to the Department of Defense Explosive Safety Board (DDESB) for approval, in accordance with the Army oversight procedures specified in Section C.4.2 of the ESCA, prior to conducting any munitions response, and to provide after action reports, once the munitions response is completed.~~

~~(4) Work closely with identified DoD representatives in conducting the munitions response.~~

(5) Participate in, and coordinate with the Army's MEC Awareness Safety Education Program to educate the public of the dangers presented by unexploded ordnance.

(6) ~~implement, administer,~~ and enforce the land use controls contained in the CRUPs. Such ~~implementation and~~ administration of land use controls may be evidenced by the filing by FORA with EPA, DTSC, and the Army, of an annual compliance report ~~for so long as FORA owns the property.~~ *This* report shall certify, after inspection, that all components of land use controls are in place, and reporting any apparent violations of the land use controls, and describing actions, if any, taken in response to such violations. The annual reports shall be filed within thirty (30) days of the anniversary date of the filing of the CRUPs containing the land use controls in the real property records of Monterey County. FORA shall submit annual compliance report so long as the CRUPs continue to exist.

#### 2.1.4 Natural Resources Trustees Coordination and Damage Claims

~~FORA shall also be responsible for complying with the requirements outlined in CERCLA Section 104(b)(2) regarding the notification of; and coordination with, appropriate federal, state or Tribal Natural Resource Trustees, to request input and information on releases and proposed cleanup responses. Although the Army will undertake any official discussions with Natural Resource Trustees, FORA shall assist the Army in efforts to resolve Trustee concerns during implementation of any remedial activities under the AOC.~~ FORA is not responsible for any Natural Resource Damage claims brought due to contamination and releases that occurred historically (i.e., prior to transfer to FORA) or for releases or contamination from Army activities or operations that occur after transfer. Pursuant to the

terms of the ESCA, FORA is responsible for any Natural Resource Damage claims to the extent arising from, caused or contributed to by the actions of FORA.

### 2.1.5 Regulatory Requirements According to the AOC

~~The FORA shall be responsible for negotiating with EPA and DISC to achieve Site Closeout, pursuant to the AOC and the ESCA.~~ Any modifications to the AOC shall be coordinated with the Army.

### 2.1.6 Environmental Insurance

~~In order to prevent delays in the cleanup and to protect FORA and the Army from Unknown Conditions, as defined in the ESCA, encountered during the cleanup of the ACES, FORA will obtain Environmental Insurance meeting the requirement set forth in Section 3.4 of this TSRS.~~

### 2.1.7 Remedy ~~Implementation~~ Responsibilities

~~FORA shall utilize the funds provided under the ESCA to conduct the tasks outlined here and to implement remedial actions required by the AOC. FORA shall ensure that all remedial activities are performed in accordance with the terms of the above documents and in support of the reuse specified in the reuse plan map prepared by FORA as approved by the governing board of the FORA in June 1997 (the "Reuse Plan"). FORA is~~ **The Army is not** responsible for ~~all~~ additional costs associated with a change in reuse from the Reuse Plan. All changes in land use from the Reuse Plan that **increase the amount or scope of remedial activities on the environmental sites of the ACES, or** compromises the effectiveness of the CRUPs or land use controls found in the AOC, and/or requires the modification, variance, or termination of such restrictions, shall be at the sole expense and responsibility of FORA.

If such a change is planned, FORA shall notify the Army representative before proceeding with any of its associated obligations under the AOC. ~~Regardless of any changes in reuse, FORA must ensure that all remedial activities contemplated for the environmental sites of the ACES meet the remedy requirements of CERCLA.~~

~~FORA shall be responsible for developing documents associated with the remedial actions to achieve Site Closeout as described in the AOC.~~ If additional remedial action is

necessary as a result of changes to the AOC, the Army will review the same in accordance with the procedures specified in Section CA.2.1 of the ESCA.

The Army has followed the CERCLA Site Investigation (SI), Remedial Investigation/Feasibility Study (RI/FS) and Engineering Evaluation/Cost Analysis (EE/CA) processes in the prior characterization of environmental conditions and analysis of remedial action alternatives of the ACES. Natural resource and ESA data has also been collected to support these CERCLA processes. Site characterization and biological data are available in the various reports referenced in Exhibit A herein, Administrative Record and MMRP Database. The site characterization data, where available, has been used in evaluating various remedial alternatives and site-specific activities summarized in the Remedial Activities Table.

~~The remedial actions and/or land use controls for the ACES will comply with the AOC, CERCLA, the NCP, and other applicable laws and/or regulations and will be protective of human health and the environment.~~

#### 2.1.8

The remedies selected to address MEC are largely comprised of institutional controls, including local ordinances and land use restrictions pertaining to access and ground disturbing activities. These institutional controls have been implemented, are noticed in deeds, and will require regular oversight and management to ensure effectiveness and compliance. In that regard, FORA shall, at a minimum, perform the following:

- a. Conduct regular inspections of current and former Fort Ord property that is within the ACES to identify land use restriction violations;
- b. Monitor the ACES to ensure compliance with implemented and applicable land use restrictions;
- c. Promptly report violations of implemented land use controls or failures of the effectiveness of land use controls to appropriate authorities with enforcement power.
- d. Where violations or failures are identified outside of the enforcement jurisdiction of FORA, coordinate with the applicable land holding jurisdiction to ensure that enforcement action is considered.
- e. Meet regularly, but no less often than quarterly, with land holding jurisdictions in whose area of responsibility former Fort Ord property lies, and report on the effectiveness of the implemented remedies and any violations or concerns that have been identified. A representative of the Army's BRAC often may attend any such meeting

#### **2.1.8 — Residential Quality Assurance**

~~During development of the ESCA for the Fort Ord parcels, the regulatory agencies expressed concern with the adequacy of the Army's efforts to achieve regulatory acceptance of parcels that had been cleared with the best available and appropriate detection technologies. This concern is attributable to the potential for small but possibly hazardous items remaining just below the capability of instrument detection and yet close enough to the surface to pose a~~

threat to the future residents. In an effort to satisfy regulatory concerns, a process has been developed which will allow the regulators to gain comfort with the acceptability of a parcel for residential use (hereinafter referred to as the residential quality process (RQA)). The process will be followed at selected sites within the ACES and presented to the regulators, with an objective of demonstrating that the RQA achieves no significant improvement over the Army's efforts and should not be continued at remaining sites. This process (to be documented in CERCLA project documentation) is briefly explained in Appendix 2. The exact details and procedures will be detailed in project work and safety plans.

#### **2.1.9 — Certification of Completion of Remedial Action**

Following completion of remedial activities, FORA shall develop a final report for the Certification of Completion of Remedial Action as specified in the AOC. The final report

~~shall include the information required by the AOC FORA shall determine if it is more suitable to develop one site wide report or several reports corresponding to the environmental sites of the ACES. These reports shall include the information required by the AOC and evidence of EPA's written concurrence as to the completion of all Environmental Services excluding Long Term Obligations required for the area(s) covered by the reports.~~

#### **2.1.10 Public Involvement**

The opportunity for public involvement is essential for obtaining community input and maintaining community understanding and support for the cleanup actions on the ACES. FORA shall be responsible for notification to, involvement with, and solicitation of input from the public as required by the AOC, CERCLA, and the NCP, in coordination with the Army. Additionally, the Army will continue to be involved with other property on Fort Ord not affected by this early transfer and will require coordination of Public Involvement activities. FORA will provide, in timely fashion, pertinent information regarding its public involvement activities associated with the cleanup actions of the ACES, to the Army, in order for the Army to meet its site-wide community relations requirements under the Community Relations Plan, CERCLA, and the NCP. ~~FORA will be responsible for, in close coordination with the Army, initiating, coordinating, and scheduling necessary public activities relating to the remedial activities on the ACES as required under the AOC, including developing briefings, presentations, fact sheets, developing additional statements of work for performing remedial actions of the ACES, taking meeting minutes, legal notices, public meetings, and sending articles to news media after coordination with the EPA and DISC, if necessary. FORA shall also comply with other requirements for public participation as prescribed under the AOC.~~

#### **2.1.11. Period of Performance**

The period of performance for this TSRS is as follows:

**Start Date:** March 30, 2007

**End Date:** ~~March 29, 2037~~ June 30, 2028

Any variation or modifications to this TSRS must be made in accordance with Section D.7 and D.21 of the ESCA and in coordination with the Army.

## 2.1.12. Submittal of Documents and Achievement of Project Schedule

To the extent required by the AOC and the ESCA, FORA will develop the RI/FISs and prepare drafts for the Proposed Plans and RODs to achieve remedy selection; FORA will develop all reports as required under the Remedial Design Work Plan and Remedial Action Work Plan to implement the remedy for each site as described in the AOC.

FORA will be responsible for assuring that the milestones and deliverables referenced in Section E.2.1.11 above, in conjunction with the remediation schedule, which will be set forth in the AOC, are met. The Army representative shall be responsible for verifying that milestones are met and shall also be responsible for reviewing and all documents/reports submitted to the Army, in a timely manner to support the milestones.

FORA shall provide Army representative with and a copy of GIS data and two copies and one electronic copy of all documents/reports described in this TSRS, to include but not limited to general remedial documents, drafts of decision documents, and proposed amendments to the decision documents and to the AOC. The Army representative shall have the right to review and provide comments on all the documents/reports listed above.

If the Army has comments or concerns, about project schedule or documents provided by FORA, the Army will notify FORA, within a reasonable time period, and discuss the concerns and comments and attempt to find mutually agreeable resolution. If a mutually agreeable solution is not reached within 15 working days of the commencement of discussions between the FORA and the Army, the Parties reserve the right to recommend to the Army Grants Officer that the dispute or alternative dispute resolution process, as described in Section D.9 of the ESCA, be initiated.

The Army representative shall take no more than 14 days to review draft Proposed Plans and Records of Decision and 21 days to review and comment on all other documents required under the AOC. The Army's review and comment will be completed and provided to FORA before FORA submits such documents to the EPA. In those instances, where several or a few voluminous documents are provided to the Army at the same time, the Army and the FORA shall agree upon a reasonable period in which the Army can review and provide comments back to FORA. The Army's review of the documents/reports shall be limited to the following scope:

- To ensure consistency with the ESCA and CRUPs

- To ensure consistency with CERCLA, the NCP, and any requirements applicable to Non-CERCLA environmental services
- To ensure that ESCA funds that have been spent or that will be spent are in compliance with the Scope as defined in Section C.2.3 of the ESCA and the Environmental Services as defined in Section C322 of the ESCA

FORA shall be responsible for completing the following major tasks prior to the ESCA termination:

~~• Complete all required documentation, investigation, design and remedial activities in the ACES, as required by the AOC;~~

- Forward **all pre-termination** reports and other documentation as required under the AOC for review by the Army Representative;

~~• Upon completion of the remedial actions for the ACES pursuant to the AOC, forward all reports and make any other documentation requested by the Army available for review by the Army Representative; and~~

~~• Following the completion of all Environmental Services, excluding Long Term Obligations, pursuant to the AOC, submit proof of Site Closeout by (1) Obtaining EPA's Certification of Completion of the Remedial Action for such portion(s) of the ACES, and (2) submitting a Statement of Removal of MEC to the DDESB for property known or suspected to contain MEC;~~

FORA shall submit all deliverables as outlined in the AOC and Section E-2.1.11 of this TSRS to the Army for review. The Army Representative shall be responsible for verifying that deliverables are submitted and shall also be responsible for reviewing documents/reports submitted to the Army in a timely manner to support the project schedule, concurrent with regulatory review and schedules. The Army reserves the right to obtain professional assistance, at its own cost, to review documents and reports that FORA submits to the Army. In addition, if the Army Representative deems it necessary, the Army Representative may access the ACES **for purposes of on-site quality assurance and verification of remediation performance** in accordance with the ESCA and deed covenant.

### 3.0 ADDITIONAL INFORMATION

#### 3.1 Project Progress Reports

FORA shall prepare and submit quarterly project progress reports to the Army Representative during the entire period of performance, regardless of whether submission of these reports is required by EPA and/or DISC, and regardless of whether any substantial remediation activities have occurred at the environmental sites of the ACES. The project progress reports shall address the following topics, as applicable:

- Document technical progress or work completed during the reporting period
- Total ESCA grant funds spent during the previous quarter, and grant funds spent to date.
- Depict upcoming work for the next quarter and the ESCA grant funds needed for the upcoming work
- Technical or regulatory issues that may impact project schedule.
- When necessary, status of comments submitted by the Army on documents/reports developed by FORA.

#### ~~• Status of coordination of MEC related documents with DDESB.~~

- Corrective Measures Implementation Reports
- Corrective Measures Effectiveness Reports
- Needed Notifications in accordance with the ESCA
- Changes to the AOC
- Summary of public participation activities conducted during the quarter, and planned in the next quarter.

#### ~~• Project updates to the Coordinated Resources Management Planning (CRMP) meetings~~

FORA can modify or adapt those progress reports that may be submitted to EPA so as to address the topics listed above and satisfy the requirements of both the AOC and Section B.9 of the ESCA. FORA will provide one copy of the Project Progress Report to the Army Representative within 30 calendar days of the end of each quarter for the Army's

distribution to other appropriate parties within the Army. The Army reserves the right to request a follow-on conference call to discuss or clarify issues presented in the Progress Report

### **3.2 Project Repository**

The Army has maintained the Administrative Record and project repositories of environmental documents at the Installation. The Army is responsible for maintenance of the Administrative Record and Information Repository for the Installation, including the technical documentation and records generated for the ACES prior to and after property transfer. In order to ensure consistency with CERCLA, the NCP, and other applicable laws and/or regulations, FORA shall maintain a project repository for the ACES environmental services at an easily accessible repository **in geographical boundaries of Monterey County, Seaside or former Fort Ord** ~~of project~~ related environmental remediation information generated after property transfer to FORA. This repository will contain pertinent documentation for project reviews or justification and to provide a clear record of the approach used to achieve the remedial action goals for the environmental sites of the ACES. FORA will also provide these documents in hardcopies and/or electronically to interested public members who requested to receive these documents. ~~The records maintained at the FORA repository will be provided to the Army representative as they are submitted to the EPA and DTSC and will become Army property. FORA shall provide the Army with the original and an electronic file copy of the documents for its records.~~

### **3.3 Conference Calls and Briefings**

The FORA shall brief the Army representative on an as-needed basis but in no instance more often than monthly on **the status of the remediation activities at the environmental sites of the ACES or other concerns regarding the Progress Report or other** reports developed during the period of performance. Briefings will be conducted by means of conference calls that FORA shall arrange.

### **3.4 Environmental Insurance**

FORA shall obtain, carry, and maintain Environmental Insurance Policies **to the extent funded by the Army.**

### **3.5 Amendments to AOC**

The Parties acknowledge that the AOC may be amended, ~~and the remedial activities performed at the environmental sites of the ACES may ultimately differ from the remedies identified in this TSRS"~~ Amendments to the AOC and implemented remedial actions must be sufficiently protective of human health and the environment, and will comply with requirements of CERCLA and the NCP, and Site Closeout will be obtained by FORA" The Parties hereby acknowledge and agree that such Amendments are anticipated and acceptable as modifications to this TSRS, provided that FORA complies with the ESCA provisions requiring notice and consultation with the Army regarding such AOC modifications/amendments in accordance with Section C.4.2.1 of the ESCA and Section E.2.1.1.1 of this TSRS.

## **4.0 PERFORMANCE MANAGEMENT**

### **4.1 Place of Performance**

The place of performance shall be the ACES and at FORA offices, located either on-site or off-site at other local sites.

### **4.2 Privacy and Security**

No special clearance is required for this task

### **4.3 Contract Management**

#### **4.3.1 Quality Assurance/Quality Control and Health and Safety**

FORA shall ensure that appropriate Quality Assurance/Quality Control and health and safety standards and guidelines under applicable law are incorporated into all project activities.

#### **4.3.2 Signatory Authority**

FORA shall prepare and author ~~remedial designs, removal action approval papers, and other~~ documents, as required. The Army will sign all CERCLA decision documents associated with the cleanup of ACES. The Army Representative or designated representative will prepare any other Army-required closure documentation.

## **5.0 GOVERNMENT FURNISHED RESOURCES**

The Army shall provide the following resources to FORA (if necessary and available):

- Pertinent records, reports, data, analyses, and information in the currently available formats (e.g., hardcopy, electronic tape, disks, CDs), to facilitate development of a complete and accurate assessment of current, former, and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; and site environmental conditions,
- Access to appropriate personnel to conduct interviews on Site Operations and activities.

## **6.0 ARMY CONTINUING RESPONSIBILITIES**

The Army has identified certain ongoing Army responsibilities that will continue after the transfer of the ACES. All Army Continuing Responsibilities will be addressed in accordance with the terms and conditions in the Agreement, CERCLA, and the NCP. The following are Army Continuing Responsibilities:

### **6.1 Endangered Species Act Consultation**

Prior to Site Closeout and if FORA is required seek a new biological opinion, the Army will conduct any consultation that may be necessary with the UB, Fish and Wildlife Service, FORA will provide, in timely fashion, pertinent information regarding its habitat management activities associated with the cleanup actions of the ACES to the Army, in order for the Army to meet its site-wide reporting requirements under the HMP and the federal Endangered Species Act

### **~~6.2 Parker Flats~~**

~~The Army will complete the Remedial Investigation/Feasibility Study, Proposed Plan, and Record of Decision for the Parker Flats Munitions Response Area, as described in the Superfund Proposed Plan, Remedial Action is Proposed For Parker Flats Munitions Response Area, Track 2 Munitions Response Remedial Investigation/Feasibility Study, Former Fort Ord, California, dated February 9, 2007,~~

### **6.3 Groundwater Contamination**

The Army will address any and all groundwater contamination associated with activity that occurred prior to the transfer of title of ACES at, under, or migrated or migrating to or from the ACES,

### **6.4 Other Settlement Agreement Obligations**

Any and all requirements, obligations, duties, or costs associated with compliance, performance and implementation of all applicable agreements, obligations, promises and covenants previously imposed by any court, administrative or consent order, settlement or consent agreement, or other obligations or agreement of any kind (excluding those imposed by statute), imposed upon or agreed to by the Army or DoD which affect the

performance of the ESCA except those obligations imposed by the following two settlement agreements:

(i) Settlement Agreement between Monterey Bay Unified Air Pollution Control District (the "District") and the United States Army ("Army") and Dept of Defense ("DOD"), dated May 22, 1998; and

(ii) Settlement Agreement between Plaintiff's Curt Gandy, Patricia Huth, Richard Bailey, Michael Weaver, Edward Oberweiser, Linda Millerick, and the Ft Ord Toxics Project and the Army and DOD, dated April 28, 2004.

#### **6.5 Basewide Range Assessment**

The Army shall address all environmental conditions arising from, associated with, or identified in the *Draft Final Comprehensive Basewide Range Assessment Report, Former Fort Ord California*, (Draft Final) prepared by Mactec Engineering and Consulting Services, Inc., dated November 24, 2006, except to the extent that such environmental conditions are MEC.

**6.6** The Army shall be responsible for relocations of residents in the event such are required by the applicable governmental authorities in connection with planned burn activities except to the extent such relocations are the result of improper acts or omissions of the Recipient or its successor in interest

**6.7** The Army shall be responsible for the matters relating to security and fencing in the letter from the Army on these issues dated prior to the Effective Date.

Remedial Activities Table

CLIN	CLIN Title	Parcels	Acres	Description	Proposed Actions Remedy Responsibilities
1	Site-wide	NA	NA	This section addresses requirements relating to all map areas. These may include but are not limited to program management functions, bum mobilization, HMP and ABO mitigation such as California Tiger Salamander mitigation, public meetings, MEC monitoring five-year reviews, FORA Team staff relocation, A Base-wide RIFS and ROD has been prepared and documents that hazardous and toxic wastes are not known to exist on the ACES.	<del>All support activities will be performed on an ongoing basis as required HMP implementation will include a full time on-site biologist, pond sampling, vegetation monitoring and reporting, and weed/erosion control.</del>
2	Map 8, Seaside	E23.1, E23.2, E24, E34	419	Located in the southwest portion of the ESCA property. Site investigation and MEC clearance (excluding special case areas) have been completed. Planned reuse includes a road/Inland Range Border, residential, and other development	<del>Anticipated actions include RI/FS, MEC surface clearance and MEC clearance to depth of the special case areas; performance of additional QA verification of the areas already remediated by the Army.</del>
3	Map 3, Multi-use/ South Range Area	L20.3.1, L20.5.1, L20.3.2, L20.5.2, L20.5.3, L20.5.4	276	Located in the southeast portion of the ESCA property. Site investigation and limited MEC clearance have been completed for all areas. Planned reuse includes development with land use controls.	<del>Anticipated actions include an RI/FS, MEC surface clearance, and MEC clearance to depth.</del>
4	Map4, MOUT Site	F1.7.2, L20.8	61	Located in the center portion of the ESCA property. Site investigation has been completed. Planned reuse includes development for law enforcement training and other non-residential development	<del>Anticipated actions include RI/FS, MEC surface clearance, and MEC clearance to depth.</del>
5	Map 6, Parker Flats	E18.1.3, E18.4, E19a.3, E19a.5, E20c.2, E2018, L23.2, L32.1	582	Located in the central portion of the ESCA property. Site investigation and MEC clearance have been completed. Planned reuse includes development of a cemetery and commercial and residential development The Army will have completed an approved RIFS by	<del>Anticipated actions include performance of additional QA verification of the areas already remediated by the Army.</del>



CLIN	CLIN Title	Parcels	Acres	Description	Proposed Actions
6	Map 6, Parker Flats	E18.1.1, E18.1.2, E19a.1, EI9a.2	323	Located in the central portion of the ESCA property. Site investigation and MEC clearance have been completed. Planned reuse includes habitat reserve, development of a horse park, development of a cemetery, and commercial and residential development	Anticipated actions include RI/FS, MEC surface clearance, MEC clearance to depth, and habitat management
7	Map 7, Interim Action	E21b.3, E38, E39, E40, E41, E42	263	Located in the central portion of the ESCA property Site investigation and MEC clearance have been completed. Planned reuse includes a habitat reserve, rifle range development and other development.	Anticipated actions include RI/FS, MEC surface clearance, habitat restoration, and habitat management
8	Map9, MRA DRO/South	L20.13.3.1 L20.13.1.2, E29.1, L6.2	34	Located in the southwest portion of the ESCA property. Site investigation and MEC clearance have been completed Planned reuse includes a habitat reserve and development	Anticipated actions include RI/FS and habitat management
9	Map I -East Garrison	E11b.,61, E11b.7.1, E11b.8, L20.19.1.1	244	Located in the northeast portion of the ESCA property. Site investigation and limited MEC clearance have been completed. Planned reuse includes a habitat reserve and residential development.	Anticipated actions include RI/FS, MEC surface clearance, MEC clearance to depth, and habitat management.
10	Map 5, CSUMB/Landfill	E8a.2, E8a.1.1.1, S1.3.2	480	Located in the north central portion of the ESCA property. Site investigation and MEC clearance have been completed for all areas, Planned reuse includes natural landscaping with oak groves, development with reserve or restrictions (landfill), and residential development.	Anticipated actions include RI/FS, MEC surface clearance, MEC clearance to depth, and habitat management. The Army will retain remediation obligations in soil and groundwater for the landfill.
1 I	Map 6, Parker Flats	EI9a.4	238	Located in the central portion of the ESCA property, Site investigation and limited MEC clearance have been completed., Planned reuse includes a habitat reserve.	Anticipated actions include RI/FS, limited surface clearance, and habitat management.

CLIN	CLIN Title	Parcels	Acres	Description	Proposed Actions <sup>a</sup>
12	Map 2, Development/ BLM North	L20.2.., L5.7, E19a.3, E19aA	506	Located in the north central portion of the ESCA property. Preliminary Assessment and Investigation have been completed. Planned reuse includes habitat reserve and corridor and commercial development. Parcel L5.7 is proposed as a school site.	Anticipated actions include RI/FS, MEC surface clearance, MEC clearance to depth, and habitat management
		<b>Total Acres</b>	<b>3,426</b>	<b>(Note: Does not include 58 acres in Map 12, which is not part of the ACES)</b>	

\* These actions may be modified with EPA approval as long as Site Closeout is obtained.

Appendix 1

Maps Showing Areas Covered by Environmental Services (ACES) on the Early  
Transfer Parcels

## Appendix 2

### Fort Ord Residential Quality Assurance (RQA) Process

#### Background

During development of the ESCA for the Fort Ord parcels, the regulatory agencies expressed concern with the adequacy of the Army's efforts to achieve regulatory acceptance of parcels that had been cleared with the Best Available and Appropriate Detection Technologies (BADT). This concern is attributable to the potential for small but possibly hazardous items remaining just below the capability of instrument detection and yet close enough to the surface to pose a threat to the future residents. In an effort to satisfy regulatory concerns, a process has been developed which will allow the regulators to gain comfort with the acceptability of a parcel for residential use (hereinafter referred to as the residential quality assurance (RQA) process). The process will be followed at a selected 100 acre "test" parcel(s) within the ACES. Upon completion of RQA Test Parcel(s), the results will be evaluated and presented to the regulators with an assessment of whether the value added/risk reduction associated with the process justifies the additional time and cost required. If the data are favorable and the arguments are persuasive to the regulators, the RQA process, starting with the removal of six inches of soil and subsequent second scan, will not be continued. Subsequently, the funding "set aside" in the ESCA for this RQA process will not be needed and should be returned to the Government in the most expedient manner in accordance with the ESCA fiscal requirements.

#### "Test" Parcel Selection

Selection of the "test" parcel is a critical step FORA and/or its contractor shall meet the criteria listed below in selecting the parcel:

- 1) The "test" parcel should be approximately 100 acres,
- 2) The "test" parcel should be representative of the most difficult MEC contamination that will be faced during the residential cleanup efforts,
- 3) The "test" parcel selection should be mutually agreed to by the Army and the regulators, and
- 4) The "success criteria" should be established prior to commencing the cleanup efforts on the "test" parcel.

The RQA process for cleanup of the "test" parcel will be described in CERCLA project documentation. It is briefly explained in the following paragraphs and in Figure 1. The exact details and procedures will be detailed in project work and safety plans.

Upon completion of the normal MEC clearance a parcel will be assessed for future use. Non-residential parcels will be complete at that time and residential parcels will be subject to additional work based on the results of the MEC remediation.

If minimal or no MEC is found (along with other indicators such as minimal munitions debris) the regulatory agencies maintain the ability to exclude the parcel (or portions of the parcel) from the RQA process.

The first step of the RQA process is the removal of the top six inches (+/-) of soil from the existing ground surface. The intent is to remove potential interference associated with the vegetative layer and create a new ground level that will allow small items that may have been previously undetectable (if any) to be closer to the new surface and be detected.

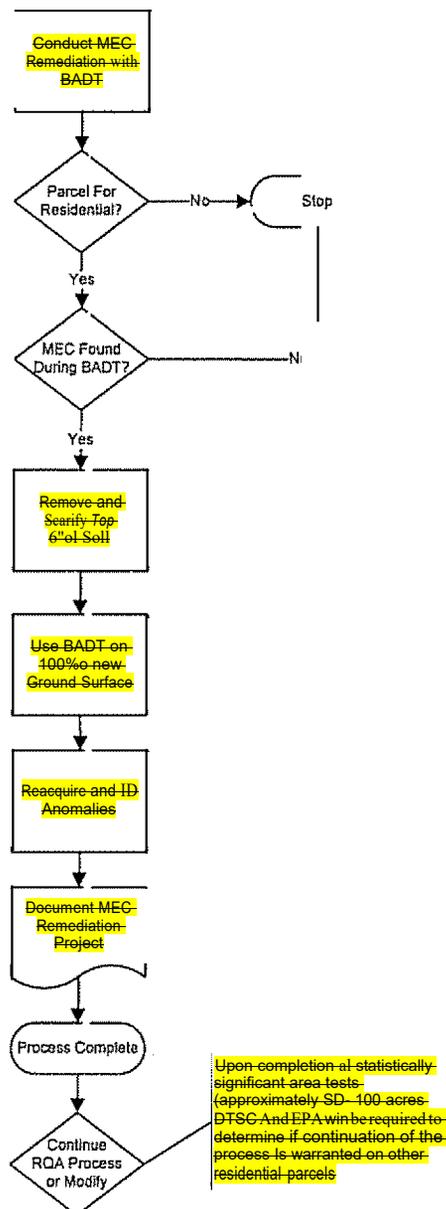
Once the six-inch lift of soil is removed and stockpiled out of the RQA area, the newly exposed ground surface will be geophysically investigated using the BADT instrumentation and processes. Geophysical data will, if at all possible, be digitally recorded and geospatially positioned to allow for post-processing.

After processing, any anomalies meeting the criteria for being potential MEC (as established in the geophysical prove out) will be reacquired by a survey, excavated and identified by qualified UXO personnel. Results will be recorded and entered into the project's GIS. MEC and MD will be handled in accordance with the established work plan processes.

Quality process checks will be conducted throughout the RQA process to ensure established processes and procedures are being followed.

The RQA process will be tested on a certain number of acres (the quantity to be verified with the regulatory agencies and the Army but approximately 100 acres). Upon completion of RQA Test Parcel(s), the results will be evaluated and presented to the regulators with an assessment of whether the value added/risk reduction associated with the process justifies the additional time and cost required. FORA will work with the regulatory agencies to make a determination on whether the RQA process should be continued for all remaining (or select remaining) residential parcels. The regulatory agency decision will be documented and entered in the administrative record.

Figure 1: RQA Process Flow Chart



Map8

- OE-0495K Final Technical Information Paper MRS-SEA.1-4, Time Critical Removal Action, Non Time Critical Removal Action, and 100% Geophysical Survey, Former Fort Ord, Monterey, California Military Munitions Response Program (2/11/2006)
- BW-2222F Draft Final Remedial Action Confirmation Report, Site 39 Ranges 18 and 19 Basewide Remediation Sites, Former Fort Ord, California, Revision 0 (2/25/05)
- RI-038A Draft Final Remedial Action Confirmation Report Site 39, Ranges 21 and 46 Basewide Remediation Sites, Former Fort Ord, California, Revision 0, January 2003 (1/24/03)
- BW-2300D Draft Final Comprehensive Basewide Range Assessment Report, Former Fort Ord, California (3 volume set) (3/31/05)

Map9

- OE-0293A Final After-Action Report Geophysical Sampling Investigation and Removal, Inland Range Contract Site Del Rey Oaks Group, Volumes 1-15 (4/24/01)

--- END of TSRS ---

<b>COOPERATIVE AGREEMENT AWARD</b>		
<b>AGREEMENT PR NO(S):</b>		<b>EFFECTIVE DATE:</b> <u>March 30, 2007</u>
<b>W,</b>	<b>7X0870874961</b>	
<b><u>SECTIONS</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE(S)</u></b>
Section A	Execution of Agreement	1
Section B	Agreement Schedule	2
Section C	Environmental Services Obligations	8
Section D	General Terms and Conditions	27
Section E	Attachments	33
<p>1. <b><u>AUTHORITY:</u></b> This is an Environmental Services Cooperative Agreement (ESCA) under the authority of Title 10 United States Code, Section 2701(d)- Environmental Restoration Program (10 U.S.C. 2701).</p> <p>2. <b><u>TOTAL AMOUNT OF AGREEMENT:</u></b> <u>\$99,316,187.00, less the reduction, if any, calculated pursuant to B.5.1. In accordance with Modification 13 the total amount of the contract is \$106,665,690</u></p> <p>3. <b><u>GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.</u></b> Federal funds, in the amounts set forth in B.5.1 are hereby made available to the following Accounting and Appropriation Data:</p> <p>ACRN AA: 97NAX0510.40M1G6200708061630700025066252GK0B480</p> <p><b><u>ELECTRONIC FUNDS TRANSFER.</u></b> Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See <b>SECTION B</b>, paragraph no. 7 for EFT information.</p> <p>4. <b><u>PARTIES.</u></b> This Agreement is entered into between the United States of America, represented by US Army Corps of Engineers, HTRW Center of Expertise (hereinafter called the Government), and the Fort Order Reuse Authority (hereinafter called the Recipient) pursuant to and under U.S. Federal law.</p>		

unity

100 12<sup>th</sup> St Bldg. 2880  
Marina, CA 93933-6006

*Michael Holman*

(SIGNATURE)

**Executive Officer**

(TITLE)

*March 27, 2007*

(DATE)

SECTION A – EXECUTION OF AGREEMENT

**FOR THE RECIPIENT**

Fort Ord Reuse A  
th

Michael A. Houlemard, Jr.  
(NAME)

**FOR THE UNITED STATES OF AMERICA**

Department of the Army  
USACE- HTRW Center of Expertise  
12565 West Center Road

 \_\_\_\_\_

(NAME)

-GRANTS OFFICER

(TITLE)

March 28, 2009

(DATE)

## SECTION B

### AGREEMENT SCHEDULE

1. **TERMS And CONDITIONS.** By signing (acceptance) of this Agreement, the Recipient certifies that it will perform all activities and projects as set forth in its Application for Federal Assistance (and supporting documentation), and comply with all terms and conditions of this Agreement. ·

#### 2. **AGREEMENT TERM.**

**2.1. Funding Periods.** The Federally funded terms of the Agreement shall ~~begin upon execution of the Agreement for a period of thirty years~~ commence March 30, 2007 and shall terminate on June 30 2028 if not earlier.

**2.2 Long Term Obligations.** ~~Prior to completion of the term of the Agreement, the Recipient shall complete the Environmental Services, other than Long Term Obligations. The Recipient's responsibility for Long Term Obligations will extend beyond the term of this agreement, in accordance with Section C.4.1.15.4 (i).~~

3. **ORDER OF PRECEDENCE.** Federal regulations, to include but not limited to 32 CFR 33 and DoD 3210.6-R take precedence over all terms and conditions of this Agreement; however, the Army is not aware of any inconsistencies. Inconsistencies or conflicts in the terms and conditions of this Agreement shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 United States Code, Section 2701 (d);

(b) Federal Regulations, to include but not limited to 32 CFR Part 33 and DoD 3210.6-R.

(c) The **"Environmental Covenants Codes and Restrictio11s"** at **SECTION C** and TSRS thereto, incorporated at **SECTION E;**

(d) The **"General Terms and Conditions"**, as set forth in **SECTION D;**

(e) The Agreement Schedule **(SECTION B);** then,

(f) The Recipient's Application for Federal Assistance (SF 424), Budget Information (SF 424C) and supporting data, Concept Plan and other supporting documentation (**Attachments at E.2.**).

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records, ~~information, and other data~~ in print, as they determine, to ensure accountability for Federal Funds. Audits, ~~shall be conducted in accordance with OMB Circular A-13.3 and at 32 CFR 33.26.~~

**5. FUNDING LIMITATIONS.**

**5.1.** The maximum funding obligation of the Government to the Recipient for the term of this Agreement is \$99,316,187.00, less the reduction, if any, calculated pursuant to B.5.1. Costs in excess of the maximum funding obligation will not be paid except as provided herein.

The funding obligation of the Government to Recipient shall be as follows: (i) payment of \$40,000,000.00 by 31 March 2007, (ii) payment of \$30,000,000.00 on 01 June 2008 (the "Interim Balance"), (iii) payment of \$29,316,187.00 (the "Final Balance") on 01 June 2009, and (iv) payment of Army Contingent Funding as provided herein. However, if paid early, the Interim Balance shall be reduced by \$5,283.00 multiplied by the number of days between the day it is paid and the day it is due. Additionally, if paid early, the Final Balance shall be reduced by \$4,064.00 multiplied by the number of days between the day it is paid and the day it is due.

**5.2.** The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Agreement will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

**5.3.** The cost breakdown is as follows:

DESCRIPTION	MAXIMUM OBLIGATION
Environmental Services in accordance Section C and TSRS.	\$94,591,187.00, less the reduction, if any, calculated pursuant to B.5.1.
Department of Toxic Substance Control (DTSC) and United States Environmental Protection Agency (USEPA) Technical Oversight Services.	\$4,725,000.00
<b>TOTAL COST</b>	<b>\$99,316,187.00, less the reduction, if any, calculated pursuant to B.5.1,</b>

**5.4.** The Government's maximum funding obligation is as follows:

FUNDING PERIOD	INCLUSIVE DATES	MAXIMUM OBLIGATION
Environmental Services (Line Item No. 0001)	2007 -2037	\$94,591,187.00, less the reduction, if any, calculated pursuant to B.5.1
DTSC and, USEPA Technical Services line Item No. 0002	2007-2037	\$4,725,000.00

\*Note: The funding Line Item No. 0002 can only be used to reimburse DTSC and USEPA for actual expenses associated with their technical oversight responsibilities. This is contingent upon prior approval of the overruns in question by the Grants Officer.

**5.5.** Pursuant to 32 CFR 33.23 (b), the Recipient must liquidate all encumbered funding incurred under the Agreement not later than 90 calendar days after the end of the term of the Agreement, to coincide with the submission of the final Financial Status Report (SF-269). The Grants Officer may extend this deadline at the request of the Recipient.

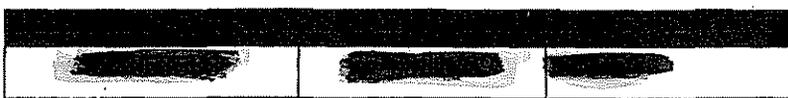
**6. BUDGET.** The total amount of this Agreement, as approved by the Government, will be the maximum amount for which the Government would be obligated to pay the Recipient for allowable costs incurred under this Agreement, except as provided herein. The Recipient may not retain or otherwise use any excess funds

other than identified in Section C of this Agreement, for any other purposes without express written approval from the Grants Officer,

7. **ADVANCE PAYMENT.** Upon submission of a Request for Advance or Reimbursement (SF 270) to the Grants Officer, the Recipient shall be entitled to payment as set forth in B.5.1. The Government shall make requested payments to the Recipient in accordance with 32 CFR 33.21.

(a) The Recipient may submit Requests for Advance Payment via FAX or electronically (PDF format) to the Grants Officer.

(b) The Recipient's Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)) is incorporated as follows:



8. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Agreement is as follows:

<b>U.S. Army Corps of Engineers Finance Center (CEUFC)</b>	<b>U.S. Army Corps of Engineers Finance Center (CEUFC) 5722 Integrity Drive Millington, TN 38054-5005</b>
--	---

9. **PERFORMANCE REPORTING.** The Grants Officer's representative for performance surveillance will be the Army's Environmental Representative, as identified in Section B Article 15. The Army's Environmental Representative is responsible to the Office of the Secretary of the Army for oversight of environmental remediation within the scope of this Agreement, including all work plans, scheduling of activities and other requirements set forth in Section C and in the Technical Specifications and Requirements Statement (TSRS). Furthermore, the Recipient shall provide the Army Environmental Representative with all necessary Long-Term Obligations Reports, as required under the TSRS. The Army's Environmental Representative shall keep the Grants Officer informed of the progress of the effort.

10. **FINANCIAL REPORTS.** Financial reports shall be prepared in accordance with 32 CFR 33.41.

(a) "The Recipient will report program outlays and program income on an accrual basis. If the Recipient does not normally keep accounting records on an accrual basis, accrual information shall be developed through analysis of the documentation on hand.

(b) The Recipient shall use Standard Form 272, "Federal Cash Transaction Report", in order for the Grants Officer to monitor cash advanced, disbursement and or outlays under the Agreement. **The initial report shall be for the period ending after the first payment.** Subsequent reports shall be submitted for each quarter of performance, on a calendar year basis. The report shall be submitted no later than fifteen (15) working days following the end of each quarter.

(c) "The Recipient shall use Standard Form 269, "Financial Status Report" to report the status of funds. The report shall be submitted on an annual basis, no later than ninety (90) working days following the

Agreement year. A final report shall also be submitted no later than ninety (90) working days after the expiration or termination of Agreement support.

**11. FINANCIAL REPORT DISTRIBUTION AND CORRESPONDENCE:** The Recipient shall make distribution of all Financial Reports and written correspondence regarding the performance of the effort as follows:

<b>Grants Officer</b>	<b>U.S Army Corps of Engineers</b> <b>CENWO-HX</b> <b>ATTN: Mr. Douglas Hadley</b> <b>12565 West Center Road</b> <b>Omaha, NE 68144-3869</b>	<b>FINANCIAL REPORTS</b> <b>SF 272 (Interim)</b> <b>SF 269 (Annual/ Final)</b> <b>Written Correspondence</b> <b>affecting performance and/or</b> <b>proposed changes by</b> <b>Recipient</b>	Original Original Original
<b>Army Environmental Representative</b>	<b>DA, ACSIM (DAIM-BD)</b> <b>600 Army Pentagon</b> <b>Washington, D.C. 22310-0600</b>	<b>FINANCIAL REPORTS</b> <b>SF 272 (Interim)</b> <b>SF 269 (Annual/ Final)</b>  <b>Written Correspondence</b> <b>affecting performance and/or</b> <b>proposed changes by</b> <b>Recipient</b>  <b>PERFORMANCE REPORTS</b>	I Copy I Copy  I Copy  Original

**12. EQUIPMENT AND SUPPLIES.** Title, use and disposition of equipment and/or supplies purchased by the Recipient with Agreement funds, are subject to the obligations and conditions set forth at 32 CFR 33.32 through 33.34.

**13. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times, with reasonable notice, to make site visits to review the project's accomplishments and to provide technical assistance as may be required. The Recipient shall provide all reasonable facilities/assistance for the safety and convenience of Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work.

**14. PRE-AWARD COSTS.** The Recipient is ~~authorized~~ to incur costs from ~~01 January 2007~~ through ~~29 March 2007.~~

**15. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

[REDACTED]	b(6) Grants Officer	U.S Army Corps of Engineers CENWO-HX AITN: [REDACTED] a 211 12565 West Center Road Omaha, NE 68144-3869 E-Mail: [REDACTED]	PH: (402) 697-2441 FAX: (402) 697-2595 B(6)
[REDACTED]	Army's Environmental Representative	DA, ACSIM (DAIM-BD) 600 Army Pentagon Washington, D.C. 22310-0600 E-mail: [REDACTED]	PH: (703) 602-2861 FAX: (703) 601-0544 B(6)
[REDACTED]	Fort Ord BRAC Environmental Coordinator	Fort Ord BRAC Environmental Coordinator P.O. Box 5008 Monterey, CA 93944-5008 E-Mail: [REDACTED]	PH: (831) 242-7918 FAX: (831) 242-7091 "(, ; v .1
Mr. Michael A. Houlemard, Jr.	Executive Officer	10012 <sup>th</sup> Street Building 2880 Marina, CA 93933-6006 Michael Houlemard	PH: (831) 883-3672 FAX:

--- END OF SECTION B ---

**SECTION C**  
**ENVIRONMENTAL SERVICES OBLIGATIONS**

1. **APPLICATION FOR FEDERAL ASSISTANCE.** The Recipient's "*Application for Federal Assistance (and Supporting Documentation)*" is incorporated herein at SECTION E, Attachment E2

2. **SCOPE AND PURPOSE.**

**2.1 Background.** The Federal Government, for and on behalf of the citizens of the United States of America, acts as the steward of certain real property on which it operates and maintains military facilities necessary for the defense of the United States of America. Certain military facilities are no longer required for that mission, and the Department of Defense ("DoD") closed and plans to dispose of certain real and personal property at those facilities in accordance with the authority of the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 (10 U.S.C. Section 2687 note, as amended). DoD is authorized to dispose of real and personal property on the former Fort Ord, (as defined in Section C.3.26 below) to the Fort Ord Reuse Authority ("FORA," hereinafter "Recipient," as defined in Section C.3.35 below).

Under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9620(h)(3)(C), federal property may be transferred prior to the completion of all remedial action necessary to protect human health and the environment ("Early Transfer"). Under this Early Transfer authority, DoD may transfer portions of Fort Ord to the Recipient which may assume responsibility for certain environmental response activities (hereinafter the "Environmental Services," as defined in Section C.3.22 below). The property to be transferred and the geographic area in which work will be performed under this Agreement is identified herein as the Areas Covered by Environmental Services, (hereinafter the "ACES," as defined in Section C.3.3 below). The environmental response activities required of the Recipient under this Agreement are identified herein as the Environmental Services. This Agreement provides the funding, specifications and requirements for the Recipient's performance and completion of the Environmental Services in the ACES.

Cleanup of the ACES is governed by CERCLA, the National Contingency Plan ("NCP"), the Administrative Order on Consent (hereinafter "AOC," as defined in Section C.3.1 below), and other applicable laws and regulations. The Army has conducted investigations and site characterization under its own authorities under CERCLA, the Defense Environmental Restoration Program ("DERP"), and other applicable laws and regulations, and has identified both contaminated areas as well as uncontaminated areas. Additional site characterization and investigations are to be performed.

The Recipient will be obligated to comply with the AOC under the oversight of the United States Environmental Protection Agency (hereinafter "USEPA") and the Department of Toxic Substances Control (hereinafter "DTSC"). As provided in Section C.4.L1, the Parties agree that the Recipient's performance of the Environmental Services must satisfy certain obligations of the Army under CERCLA and the NCP. If inconsistencies are found between this Agreement and the AOC after this Agreement has been signed, the Parties will work toward a resolution, in accordance with Section D.9 of the ESCA.

This Agreement is of mutual benefit to the Army and the Recipient because it will facilitate transfer and the immediate reuse of the ACES by allowing the Recipient to perform the Environmental Services in conjunction with redevelopment activities. This Agreement, executed in anticipation of a transfer, will allow the Recipient full access to the ACES in order to implement the Environmental Services and redevelop the ACES.

This Agreement does not reduce or alter in any way the responsibilities and obligations of the Army under CERCLA, the NCP, or Section 330 of Public Law 102-484 ("Section 330"), except as otherwise provided in Section C.4.1.8 of this Agreement

**2.2 Purpose.** The provisions of this Section of this Agreement establish the terms and conditions necessary for the completion of the Environmental Services required to obtain Site Closeout and the execution of Long-Term Obligations associated with Site Closeout. ~~The AOC and~~ Technical Specifications Requirements Statement (hereinafter "TSRS," as defined in Section 3.39 below and incorporated herein at Section E, Attachment E. I) establish the process for obtaining Site Closeout within the ACES. By execution of this Agreement, the Army and the Recipient concur with the AOC and TSRS. This Agreement in no way restricts the Parties from modifying the Covenant to Restrict the Use of Property (hereinafter "CRUP," as defined in Section C.3.13 below) or the Environmental Protection Provisions (hereinafter "EPP," as defined in Section C.3.21 below), and documents referenced therein, before or after the Environmental Services at the ACES have begun. However, any such modifications shall not eliminate or change the Recipient's or Army's obligations under this Agreement unless a concurrent modification is made to this Agreement in accordance with Section D.21.

**2.3 Scope.** ~~The Recipient shall cause to be performed the Environmental Services, as identified in ESCA Modification P00009, CLINSs 0004 and 0005, in consideration of the payment of a fixed sum by the Army in accordance with and subject to the provisions of this Agreement. The Environmental Services, to the extent required to be performed under this Agreement, shall satisfy the requirements of CERCLA and the NCP by satisfying the requirements provided in the AOC and TSRS. The Environmental Services will be performed in furtherance of the Recipient's approved Reuse Plan, as defined in Section C.3.37 below, and integrated with redevelopment activities, all as more particularly described in the TSRS.~~

~~The AOC establishes the process for obtaining Site Closeout within the ACES. By the execution of this Agreement, the Army concurs with the process set forth in the AOC, and all documents and approvals referenced therein; however, this concurrence in no way limits the Recipient's ability to complete Environmental Services that go beyond the requirements of CERCLA and Resource Conservation and Recovery Act ("RCRA") for the ACES by satisfaction of the AOC. Furthermore, this Agreement in no way restricts the parties to the AOC from modifying the AOC and documents referenced therein, pursuant to the terms thereof, before or after the Environmental Services at the ACES have begun; however, any such modifications will be coordinated with the Army in accordance with Section C.4.2.1 and shall not eliminate or change the Recipient's or Army's obligations under this Agreement unless otherwise agreed in a writing signed by the Parties.~~

~~In addition to providing the specified funding, the Army will retain the responsibilities and liabilities specified within this Agreement and attachments. The Army's program oversight shall ensure that the remedies implemented by the Recipient pursuant to the AOC and TSRS are consistent with CERCLA and the NCP, Department of Defense Explosives Safety Board (hereinafter the "DDESB," as defined in C.3.14) requirements, and other applicable laws and/or regulations. The Parties agree that the implementation of the AOC must be consistent with remedy requirements of CERCLA, the NCP, and other applicable laws and regulations, and that future modifications to the AOC will likewise be consistent with such remedy requirements. The Recipient agrees to achieve Site Closeout and perform the required remedial actions in accordance with and subject to the provisions of this Agreement. In accordance with 42 U.S.C. 9620 (h) (3)(C)(iii), after all response actions necessary to protect human health and the environment on the ACES, or portions thereof, have been taken, the Army will grant to the Recipient the CERCLA warranty that all necessary response actions have been taken, as provided herein.~~

### 3. **DEFINITIONS.**

The following definitions apply to those terms used throughout the entire Agreement, including the TSRS.

**3.1 Administrative Order on Consent.** The term "Administrative Order on Consent" or "AOC" means the signed agreement executed between the Recipient, the USEPA, U.S. Department of Justice and DTSC. The AOC controls the cleanup of the ACES by the Recipient and requires the Recipient to remediate the ACES to achieve Site Closeout and thereby satisfy the Army's CERCLA obligations. It also requires the Recipient to enter into necessary CRUPs on the ACES to ensure the temporary and long-term protection of human health and the environment.

**3.2 Agreement.** See "Cooperative Agreement."

**3.3 Area Covered by Environmental Services.** The term "Area Covered by Environmental Services" or "ACES" means that entire geographical area identified as the ACES on the maps attached to the TSRS, or other contaminated areas outside the boundaries of the ACES when such contamination is caused or created by Recipient's performance of Environmental Services, but does not include contamination presently on adjoining property to be transferred to the Bureau of Land Management.

**3.4 Army Contingent Funding.** The term "Army Contingent Funding" means additional funding that may be required from the Army for Environmental Services in accordance with Section C.4.3.2.1.

**3.5 Army and Government.** The terms "Army" and "Government" are used interchangeably herein to mean the U.S. Army.

**3.6 Army Continuing Responsibilities.** The term "Army Continuing Responsibilities" means certain ongoing Army responsibilities identified by the Army, and listed in Section 6.0 of the TSRS, that will continue after the transfer of the ACES, and which are to be performed by the Army and for which the Recipient assumes no responsibility, except as provided herein.

**3.7 Army Obligations.** The term "Army Obligations" means, without limitation, (i) Army-Retained Conditions, as defined in Section C.3.9 below and (ii) Army Continuing Responsibilities, as defined in Section C.3.6 above.

**3.8 Army's Representative.** The term "Army's Representative," for performance oversight, means the Army Base Realignment and Closure Division, its designee, or successor agency, which is responsible to the office of the Secretary of the Army for environmental remediation of the ACES.

**3.9 Army-Retained Conditions.** The term "Army-Retained Conditions" means any of the following conditions, for which the Army has full responsibility and for which the Recipient assumes no responsibility, except as provided herein:

**3.9.1** Radiological Material;

**3.9.2** Chemical or biological warfare agents;

**3.9.3** Claims and settlements of natural resource damages under CERCLA 107(f)(1) or comparable state statutes which arise from releases of hazardous substances, pollutants and contaminants that have occurred due to Army ownership or activities on the ACES except to the extent such damages are a result of Recipient's activities on the ACES. If claims are made under comparable state statutes, the Army retains its rights and defenses to defend against such claims.

3.9.4 Unknown Uninsured Conditions;

3.9.5 Perchlorate contamination in soil or groundwater;

**3.9.6 TSRS Sections 6.3 and 6.5**

The term shall not include any other environmental conditions, including any naturally occurring substance or derivatives of products used in accordance with the state and Federal regulations, on, at, under, or emanating from the ACES, in its unaltered form, or altered solely through natural occurring processes or phenomena.

**3.10 CERCLA.** The term "CERCLA" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601, et seq.

**3.11 CERCLA Terms.** The terms "release," "threatened release," "hazardous substance," "pollutant," "contaminant," "removal," "remedial action," and "response" have the meanings given such terms under CERCLA and USEPA regulations implementing CERCLA

**3.12 Cooperative Agreement.** The terms "Cooperative Agreement" and "ESCA" mean *this* Environmental Services Cooperative Agreement

**3.13 Covenant to Restrict the Use of Property.** The term "Covenant to Restrict the Use of Property" or "CRUP" means the document that identifies the environmental covenants and restrictions that shall apply to the ACES as a result of the Known Conditions on the ACES, which are addressed under the AOC and TSRS. These environmental covenants and restrictions are necessary for the protection of human health and the environment and the implementation of final remedies for the ACES.

**3.14 Department of Defense Explosive Safety Board.** The term "Department of Defense Explosives Safety Board" or "DDESB" means the independent division of the Department of Defense that reviews and ensures safety during munitions responses by adhering to the DoD Ammunitions and Explosives Safety Standards presented in Department of Defense Directive ("DoDD") 6055.9; and DoDD 6055.9-STD.

**3.15 DERP.** The term "DERP" means the Defense Environmental Restoration Program.

**3.1(i) DoD.** The term "DoD" means the Department of Defense of United States America.

**3.17 DTSC.** The term "DTSC" means the California Department of Toxic Substance Control.

**3.18 Effective Date.** The term "Effective Date" means the date by which the Agreement has been fully executed, the AOC has undergone the public comment period and in accordance therewith has been validated by the EPA, the Army has met its initial payment obligations herein, and coverage has been bound under the Environmental Insurance Policies. : Effective date is reflected in Section B.2.

**3.19 Endangered Species Conditions.** The term "Endangered Species Conditions" means any and all federal, state, local, or other requirements, mitigation measures, reports, inspections or other obligations or duties relating to or arising from the protection of plants or wildlife, or threatened or endangered plants or wildlife, except for those set forth in the existing biological opinions related to the ACES, and except for consultation with the United States Fish and Wildlife Service.

**3.20 Environmental Insurance Policies.** The term "Environmental Insurance Policies" means the Cleanup Cost Cap Policy ("Cost Cap Policy") also known as the Former Fort Ord Pollution Legal Liability Select Clean-Up Cost Cap Manuscript Insurance Policy, dated on or before March 31, 2007, and the Pollution Legal Liability Insurance Policy ("PLL Policy"), if any, which have been reviewed and concurred by the Army

and Recipient, and bound subsequent to the execution of *this* Agreement by an insurance carrier that is rated A.M. Best's A- FSC IX or better.

**3.21 Environmental Protection Provisions.** The terms "Environmental Protection Provisions" and "EPP" mean the permanent restrictions or notifications that will be attached to the transfer deed to ensure protection of human health and the environment.

**3.22 Environmental Services.** The term "Environmental Services" means ~~investigation, remediation and related document preparation activities by the Recipient, necessary to achieve Site Closeout of the ACES, with respect to any Known Conditions, Unknown Insured Conditions, as well as any associated~~ Long-Term Obligations; but in any event does not include any Army Obligations.

**3.23 ESCA.** See "Cooperative Agreement."

**3.24 Federal Facility Agreement.** The term "Federal Facility Agreement" means the Federal Facility Agreement entered into by the USEPA, DTSC, Regional Water Quality Control Board, and the Army, pursuant to 42 U.S.C. § 9620 (e)(2), dated November 19, 1990, and as amended by the First Amendment to the Federal Facility Agreement.

**3.25 FORA.** See "Recipient."

**3.26 Fort Ord.** The term "Fort Ord" means that real property shown on the appendix to the TSRS.

**3.27 Known Conditions.** The term "Known Conditions" means those MEC or MC conditions, or any related environmental conditions that arise as a result of MEC or MC cleanup, on or under the ACES identified in the "applicable documents" subsection of the TSRS and includes Reasonably Expected Environmental Conditions. The term "Known Conditions" does not include Army Obligations.

**3.28 Long-Term Obligations.** The term "Long-Term Obligations" means the performance of any long-term review, monitoring, and operation and maintenance activities and reporting, including land use control obligations ~~as long as the property is owned by FORA~~, that are required to maintain the effectiveness of the remedy following Site Closeout.

**3.29 Munitions and Explosives of Concern.** The terms "Munitions and Explosives of Concern" and "MEC," which distinguishes specific categories of military munitions that may pose unique explosives safety risks, mean: (A) Unexploded Ordnance (UXO), as defined in 10 U.S.C. 101 (e) (5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or (C) Explosive munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. 2710 (e) (3), present in high enough concentrations to pose an explosive hazard.

**3.29.1 Munitions Constituents.** The terms "Munitions Constituents" and "MC" mean any materials originating from UXO, DMM, or other military munitions, including explosive and nonexplosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions. (10 U.S.C. 2710 (e)(3))

**3.29.2 Military Munitions.** The term "Military Munitions" means all ammunition products and components produced for or used by the armed forces for national defense and security, including ammunition products or components under the control of the Department of Defense, the Coast Guard, the Department of Energy, and the National Guard. The term includes but is not limited to confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries, including bulk explosives and rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof.

The term does not include chemical and biological warfare agents and chemical munitions, Radiological Materials, wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components, except that the term does include non-nuclear components of nuclear devices that are managed under the nuclear weapons program of the Department of Energy after all required sanitization operations under the Atomic Energy Act of 1954 (42 U.S.C. 2011 et seq.) have been completed.

**.3.29.3 Munitions Response.** The term "Munitions Response" means response actions, including investigation, removal actions and remedial actions to address the explosives safety, human health, or environmental risks presented by UXO, DMM, or MC, or to support a determination that no removal or remedial action is required.

**3.29.4 Munitions Response Area.** The terms "Munitions Response Area" and "MRA" mean any area on the ACES that is known or suspected to contain UXO, DMM, or MC. Examples include former ranges and munitions burial areas. A munitions response area is comprised of one or more munitions response sites.

**3.29.5 Munitions Response Site.** The terms "Munitions Response Site" and "MRS" mean a discrete location within an MRA that is known to require a Munitions Response.

**3.30 Notional Commutation Account.** An account established by the insurer the balance of which shall be calculated as per the Cost Cap Policy.

**3.31 Pilot Project.** The term "Pilot Project" means the performance of Environmental Services by the Recipient of portion(s) of the ACES to be mutually agreed upon by the Army and the Recipient (but not to exceed a total of 100 acres), utilizing the residential MEC clearance protocol that is currently preferred by USEPA and DTSC, as described in Section 2.1.8 of the TSRS, for areas with a planned residential reuse. The Pilot Project is designed to establish to the satisfaction of USEPA and DTSC that such measures add no material risk reduction when compared to the standard MEC clearance to depth protocol.

**3.32 Pilot Project Cost Savings.** The term "Pilot Project Cost Savings" means the amount of cost savings, if any, that will result, following the completion of the Pilot Project if US EPA and DTSC agree that the remaining portion(s) of the ACES that are planned for residential reuse will not require the residential MEC clearance protocol as described in Section 2.1.8 of the TSRS. Pilot Project Cost Savings will be calculated by multiplying the current estimated per acre cost for the residential MEC clearance protocol (\$9,126.65) by the remaining number of acres for the planned residential reuse that do not require the residential MEC clearance protocol. Since only 519 acres are potentially subject to the Pilot Project Cost Savings, the Pilot Project Cost Savings shall not exceed \$4,136,731.35 (519 x \$9,126.65), and in any event such Pilot Project Cost Savings shall not be due and owing prior to the second anniversary of the inception of coverage under the Cost Cap Policy.

**3.32 Radiological Materials.** The term "Radiological Materials" for purposes of this Agreement means solid, liquid, or gaseous material, derived from U.S. Government activities, that contains radio nuclides regulated under the Atomic Energy Act of 1954, as amended, and licensed by the Nuclear Regulatory Commission. It includes radioactive material, nuclear devices and nuclear components thereof, and radiographic and instrument calibration sources and various instrumentation and radio luminescent products manufactured for military applications. The term "Radiological Materials" does not include background radiation, radio luminescent dials, or products manufactured for non-military applications, such as radio luminescent signs, tungsten welding electrodes and household smoke detector components.

**3.33 Reasonably Expected Environmental Conditions.** The term "Reasonably Expected Environmental Conditions" means known contamination identified in the TSRS, for which the Recipient has the

responsibility to achieve Site Closeout, even if there is a significant deviation in the quantity, volume, migration, disbursement, location within the ACES, and/or concentration of any such contamination discovered at a particular site than anticipated in the relevant RI/FS.

**3.34 Recipient.** The term "Recipient" means the Fort Ord Reuse Authority ("FORA"), and its successors. FORA is an entity that is within the meaning of the term "local government agency" as such term is used in 10 U.S.C. Section 2701(d)(1), with which the Army is authorized to enter into "agreements on a reimbursable or other basis."

**3.35 Regulatory Response Costs.** The term "Regulatory Response Costs" means labor costs, overhead costs, contractor costs, third party travel, and lodging costs and associated costs or fees relating to or arising from the activities of the USEPA or DTSC with the ACES.

**3.36 Reuse Plan.** The term "Reuse Plan" means the mutually agreed upon activities, identified in the Reuse Plan submitted to the Army with the Recipient's EDC Application, which Application was approved by the Army in June 1997.

~~**3.38 Site Closeout.** The term "Site Closeout" occurs at the point in time when the Recipient has performed all Environmental Services, excluding Long Term Obligations, as defined in Section C.3.22, with respect to the portion(s) of the ACES in question, and bas:~~

~~(1) — Obtained a Certification of Completion of the Remedial Action (as referenced in the AOC) from the USEPA for such portion(s) of the ACES, and~~

~~(2) for property known or suspected to contain MEC, in addition to USEPA approvals, submitted to the DDESB a Statement of Removal of MEC.~~

**3.37 Technical Specifications and Requirements Statement.** The term "Technical Specifications and Requirements Statement" or "TSRS" means the mutually agreed upon document attached hereto that describes the known environmental conditions at the ACES and identifies the general scope of cleanup alternatives that will be performed by the Recipient.

**3.38 Unknown Insured Conditions.** The term "Unknown Insured Conditions" means those environmental conditions in the ACES that are not Known Conditions and for which, and to the extent, the Recipient is insured and paid pursuant to the Environmental Insurance Policies.

**3.39 Unknown Uninsured Conditions.** The term "Unknown Uninsured Conditions" means those environmental conditions in the ACES that are not Known Conditions and are not Unknown Insured Conditions.

**3.40 USEPA.** The term "USEPA" means the United States Environmental Protection Agency.

#### **4. OBLIGATIONS OF THE PARTIES.**

##### **4.1 Obligations of the Recipient.**

**4.1.1 General.** In consideration of the Army's payment of funds in accordance with this Agreement, the Recipient shall perform the Environmental Services in accordance with and subject to the terms of this Agreement. The Recipient agrees that, subject to the provisions of Sections C.4.1.15 and C.42, it shall complete or cause to be completed the Environmental Services even if the costs associated therewith exceed the funds provided by the Army hereunder.

The Recipient shall perform the Environmental Services in accordance with and pursuant to the AOC, as determined by the parties to the AOC. The performance of the Environmental Services under the AOC shall satisfy the Army's responsibilities with regard to the Environmental Services under CERCLA and the NCP. By executing this Agreement, Army concurs with the process set forth in the AOC, including the documents and approvals therein. However, these concurrences in no way limit the Recipient's ability to perform additional remedial actions and thereby fulfill its obligation to satisfy CERCLA remedy requirements for the ACES by implementing the AOC to Site Closeout. The Recipient shall perform the Environmental Services and shall provide quarterly progress reports to the Army, in accordance with the TSRS,

The Recipient's obligation to complete the Environmental Services is expressly conditioned upon the Army providing the sums set forth in B.5.1 as the funding obligation of the Government, for performing the Environmental Services in accordance with the terms of this Agreement; ~~provided, however, that such sum shall be reduced, at the time, and to the extent that the USEPA and DTSC provides in writing that no further action is necessary for the remaining residential parcels, and the Pilot Project results in Pilot Project Cost Savings. In the event USEPA or DTSC thereafter determines that additional cleanup is necessary after the Pilot Project Cost Savings are returned to the Army, the additional Environmental Services determined necessary will be deemed Army Obligations.~~ FORA and Army may agree to allow FORA to conduct the work, in which event, FORA will be compensated by the Army on a cost incurred basis.

~~In the event the Agreement terminates pursuant to Section D.8, the Recipient's obligations shall be terminated. In such event, the Recipient shall return all unused funds in the Notional Commutation Account, and in the event of a termination under D.8.2 (1), the Recipient shall additionally return to the Army half of the difference between the insurance premium paid for the Cost Cap Policy to the insurer and the amount deposited into the Notional Commutation Account upon inception of the Environmental Insurance Policies. Furthermore, in the event of a termination under D.8.2 (1), the Recipient shall not be entitled to reasonable demobilization costs.~~

~~In the event the Government fails to make payment in accordance with RS.I, and in the event such failure results in the cancellation of the Cost Cap Policy by the insurer, Recipient's obligations hereunder shall cease, except that (i) Recipient shall commence demobilization of its activities pursuant to this Agreement; (ii) Recipient shall demand the return of the remaining funds in the Notional Commutation Account; and (iii) Recipient shall return any such Notional Commutation Account funds to the Government less the cost of such demobilization.~~

These conditions shall be subject to dispute resolution pursuant to Section D.9. The maximum funding obligation will be increased to the extent necessary to meet fair and reasonable increases in Regulatory Response Costs, if funding is available and funds are approved by the Army Grants Officer.

**4.1.2 Notice of a Complaint.** There may be events in which federal, state, or local regulators, or other third parties, provide the Recipient a notice of a claim or serve the Recipient a summons and complaint for the existence of any environmental condition at the ACES that suggests an action is necessary for which the Army is responsible under this Agreement. In such an event, the Recipient shall provide the Army notice, and if applicable copies of service documents, as soon as possible, but no later than seven (7) days after such receipt

**4.1.3 Discovery of an Army Obligation.** In the event the Recipient discovers an Army Obligation at, on, from or affecting the ACES, the Recipient shall notify the Army of such conditions within thirty (30) days of receiving actual notice of such conditions, except that the Recipient shall notify the Army of the discovery of Radiological Materials; or chemical or biological warfare agents; within twenty-four (24) hours of such discovery. The Parties agree, pursuant to the terms of this Agreement, to confer within thirty (30) days

of such notification regarding the scope of any initial investigation that may be necessary to ascertain whether the discovery is properly categorized as an Army Obligation or as Environmental Services. If a mutually agreeable solution is not reached within fifteen (15) working days of the commencement of discussions between the Recipient and the Army, the Parties reserve the right to recommend to the Army Grants Officer that the dispute or alternative dispute resolution process, as described herein, be initiated. The Army will retain full responsibility for Army Obligations.

**4.1.4 Recipient's Actions with Respect to Army Obligations.** Notwithstanding the provisions of the preceding Section C.4.1.3, the Recipient shall have the right but not the duty to take or cause to be taken the following actions within the ACES with respect to Army Obligations:

**4.1.4.1 Investigation Activities.** If the Recipient discovers a condition it reasonably believes is an Army Obligation other than a condition subject to Section C.4.1.4.2, it shall use its reasonable efforts to avoid incurring costs or obligations with respect to the condition by seeking to further ascertain whether such condition is in fact an Army Obligation.

Nothing in this Agreement shall be construed to authorize the Recipient to seek reimbursement from the Army for costs solely associated with the initial investigation needed to ascertain whether a condition is properly categorized as an Army Obligation to the extent that the initial investigation demonstrates that the conditions at issue are not an Army Obligation. Subject to the dispute resolution process of Section D.9, however, if said condition is an Army Obligation hereunder, Recipient's reasonable investigation costs will be reimbursed hereunder.

During dispute resolution, if USEPA or DTSC directs the Recipient to proceed with the disputed remediation in accordance with the AOC, the Recipient shall develop a work plan to address the discovery and submit it to the Army for approval. The Army will then decide within 15 days whether the Army or the Recipient will address the disputed discovery. If the work is later determined to be an Army Obligation, the Recipient will be reimbursed for reasonable expenses associated with the work plan and work, to the extent performed, approved by the Army.

**4.1.4.2 Imminent Threat.** Recipient may take any immediate action in accordance with this Section C.4.1.4.2 to address an imminent threat to human health or the environment if required by a regulatory agency, or if in Recipient's reasonable judgment, such action is necessary to address an imminent threat to human health or the environment

The Recipient shall have a right, but not the duty, to take action and may seek reimbursement, subject to dispute resolution, from the Army for response costs related to Army Obligations where (a) notification cannot practicably be provided to the Army in accordance with the terms of Section C.4.1.3 above before such action needs to be taken, or (b) notification is provided to the Army before such action needs to be taken and the Army agrees to permit the Recipient to take such action under terms agreed to by the Parties. In the event that Recipient provides notification to the Army before such action needs to be taken but the Army cannot or will not provide a timely response to such threat, the Parties reserve their rights but will expedite dispute resolution provided in Section D.9.

**4.1.4.3 Notice and Dispute.** To the extent the Recipient takes or causes to be taken actions in accordance with Section C.4.1.4.1 or in accordance with Section C.4.1.4.2, the Recipient shall provide notice of such action to the Army as soon as practicable. If the Army disputes an action taken by the Recipient under Section C.4.1.4, the Army may engage in dispute resolution in accordance with Section D.9.

Failure of Recipient to provide timely notice as provided in Sections C.4.1.3 and C.4.1:4 shall not limit in any way the responsibility of the Army for Army Obligations under this Agreement, or under applicable law, except to the extent the Army's interests are materially and adversely affected by such late notice.

**4.1.4.4 Covenant Not to Sue.** The Recipient covenants not to sue and hereby waives any potential claims against the Army for consequential damages related to development delays caused by the Army's performance of, or failure to perform, investigations or remediation activities with respect to Army Obligations.

**4.1.5 Information Obtained by the Recipient.** In the event an Army Obligation is discovered, the Recipient shall provide to the Army all information obtained or developed by the Recipient with respect to such conditions.

**4.1.6 Discovery of Unknown Insured Conditions.** In the event that the Recipient discovers any Unknown Insured Condition(s), the Recipient shall perform all the necessary Environmental Services in accordance with the AOC and TSRS, and *as* required by applicable law for the Recipient to achieve Site Closeout, subject to the limitations of Section C.4.1.15. The Environmental Services rendered will be subject to USEPA approval needed for Site Closeout and, *as* necessary, submission to the DDESR. The Recipient shall provide timely notice to the Army of all Environmental Services performed for the Unknown Insured Condition and shall be entitled to seek reimbursement for such directly from the Environmental Insurance Provider.

**4.1.7 Discovery of Environmental Conditions After Site Closeout**

**4.1.7.1** After Site Closeout of any portion of the ACES, if the Recipient discovers any MEC on that portion of the ACES, the Recipient shall immediately stop any intrusive or ground-disturbing work in the area and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC, as required under applicable law and regulations. Upon discovery of MEC or hazardous and toxic waste after Site Closeout and if USEPA and DTSC determine that the completed Environmental Services is not protective of human health and the environment, the Recipient will cease all development activities in the area and shall conduct any additional response actions as required by USEPA and DTSC pursuant to the AOC. To the extent practicable, the Army will not conduct any such additional response actions prior to consultation with the Recipient.

**4.1.7.2** The Army shall give the Recipient written notice of any failure by the Recipient to perform the Environmental Services. Recipient shall have ten calendar days to cure such failure. If such failure is cured within ten calendar days, or such longer period if approved by the Army, such failure will be deemed not to have occurred. If there has been a failure to perform following the opportunity to cure, the Army reserves all rights under this Agreement.

**4.1.8 Indemnification/Limited Waiver of Statutory Rights.** In consideration of the funds paid, and to the extent of the Environmental Services performed under this Agreement, the Recipient agrees that, to the extent the following do not constitute Army Obligations, it shall, upon the execution of this Agreement and irrespective of termination pursuant to Section D.8, indemnify the Army for:

**4.1.8.1** any response cost claims for activities required to be performed or actions taken as a result of the Recipient's failure to perform all or part of the Environmental Services;

**4.1.8.2** all personal injury or property damage claims but only to the extent caused by the Recipient or its contractors in the course of performing the Environmental Services;

**4.1.8.3** all claims and settlements of natural resource damages pertaining to releases of hazardous substances, pollutants or contaminants, but only to the extent such environmental damages were caused or contributed to by the actions of the Recipient or its successor in interest;

**4.1.8.4** all costs associated with additional remediation required on or within the ACES as a result of a change in land use from that contained in the Reuse Plan, as defined in Section C.3.37, at the time of the execution of this Agreement;

**4.1.8.5** all costs associated with or further response actions that are required after Site Closeout to correct a remedy as a result of an USEPA or DTSC determination that the remedy is not protective of human health and the environment; this indemnification provision shall not apply if the Army selected a remedy that is less stringent than proposed by the Recipient;

**4.1.8.6** all costs associated with or arising from any negligent acts or omissions or willful misconduct of the Recipient in the course of performing or in the performance of the Environmental Services or implementing remedial actions in accordance with the AOC.

The Army shall, with respect to the above indemnities, cooperate with and assist the Recipient in the defense, including, but not limited to, providing prompt notice of any claims, lawsuits, or notices from any claimant or agencies. The Parties agree that the provisions of this Section limit the Army's indemnification obligations under Section 330 of Public Law 102-484 to the extent that the Recipient has assumed certain indemnification obligations under this Section C.4.1.8.

**4.1.9 Financial & Technical Assurances.** The Parties agree that the Recipient has provided financial and technical assurances reasonably acceptable to the Army to enable the Army to meet the Army's requirements of 42 U.R.C. Section 9620(h)(3)(C).

**4.1.10 Reports.** In order to assure appropriate documentation for the Army to execute the CERCLA covenant, the Army may request that the Recipient provide additional information concerning the environmental condition of the ACES. The Recipient shall provide access to any documents in its possession containing such requested information to the Army as soon as possible after such request is made. The Recipient agrees to provide such access within a reasonable time of such request.

**4.1.11 Access.** The Recipient shall promptly provide the Army and any officially concerned Federal Government agency with all rights to access onto the ACES pursuant to environmental response access rights reserved by the Army in the transfer documents.

The Recipient may condition the provision of such rights on restrictions on the time and manner of access and conduct of activities, provided that such restrictions do not unreasonably delay or interfere with the Army's performance of environmental responsibilities. The Recipient recognizes and agrees to continue to accommodate the Army's need for existing office space for on-site personnel needed to oversee the Recipient's performance of Environmental Services at no cost to the Army.

**4.1.12 Public Participation.** The Recipient shall be responsible for meeting the public participation requirements as set forth in the TSRS.

**4.1.13 Additional Investigation.** The Parties agree that, should additional investigations be required to gather data in order to achieve Site Closeout beyond the scope of the RI/FS as anticipated in the

TSRS and the AOC, then the Recipient shall notify the Army of such indicated requirement. The Parties agree, pursuant to the terms of this Agreement, to confer regarding such investigations, to determine whether it is necessary and if so, the scope of such investigations. If a mutually agreeable solution is not reached within fifteen (15) working days of the commencement of discussions between the Recipient and the Army; each Party reserves the right to recommend to the Army Grants Officer that the dispute or alternative dispute resolution process as set forth in Section D.9 be initiated.

Nothing in this Agreement shall be construed to authorize the Recipient to require the Army to assume responsibility for additional investigations or to seek reimbursement from the Army for costs associated with additional investigations.

#### **4.1.14 Endangered Species Responsibilities.**

~~4.1.14.1 Prior to Site Closeout the Recipient shall be responsible for all Endangered Species Conditions, as defined in Section C.3.19, if the Recipient decides to perform response actions that are beyond the scope of the Environmental Services as outlined in this Agreement and the TSRS. After Site Closeout, the Recipient shall be responsible for all Endangered Species Conditions and consultation with the United States Fish and Wildlife Service.,~~

~~4.1.14.2 Prior to Site Closeout, it shall be considered a Force Majeure event in accordance with Section C.5.12 if the Recipient incurs associated actual costs for the Endangered Species Conditions in excess of \$100,000 as a result of: (1) a new endangered species discovered or listed; (2) a federal or state requirement for additional work beyond the scope of the TSRS such that an additional biological opinion is required; or (3) a federal or state requirement that prevents FORA from performing the Environmental Services in accordance with the TSRS under the existing biological opinions. Upon a Force Majeure event as described above, the Parties shall meet and agree on how to proceed for the Endangered Species Conditions.,~~

#### **4.1.15 Recipient's Performance Obligation.**

**4.1.15.1** Recipient shall be responsible for all actions necessary to accomplish the performance of all Environmental Services, as defined in C.3.22.

~~4.1.15.2 The Recipient is also responsible for all Known Conditions within the ACES, to include any costs incurred that exceed coverage under the Cost Cap Policy.~~

~~4.1.15.3 With respect to the discovery of Unknown Insured Conditions, the Recipient is responsible for remediation of those conditions covered by the Environmental Insurance Policy acquired by the Recipient.~~

**4.1.15.4** After the Recipient has achieved Site Closeout and after the Army grants the CERCLA Warranty, the Recipient's continuing obligations will include the following:

- (i) the performance of Long-Term Obligations, as defined in C.3.28;
- (ii) further remedial actions required as a result of a proposed change in land use (different land use than anticipated in the Reuse Plan, as defined in Section C.3.37) by the Recipient, **for as long as the Recipient owns the property;**
- (iii) **enforcement of,** or reasonable cooperation in connection with enforcement of, applicable provisions of any Environmental Insurance Policy available to cover costs for remedial actions within the scope of coverage;

- (iv) additional obligations and responsibilities pursuant to Sections C4.1.7 ~~and C.4.1.14.1.~~
- (v) continuing indemnification obligations under Section CA. 1.8.

#### **4.1.16 Regulatory Response Costs**

**4.1.16.1** The Recipient shall be responsible for reimbursing the USEPA and DTSC for Regulatory Response Costs incurred by the USEPA and DTSC, as required by the AOC, incurred on or after the Effective Date.

**4.1.16.2** Requests for additional funds for Regulatory Response Costs may be made by the Recipient and should be submitted at the time the Recipient recognizes a need for additional funds. Fair and reasonable cost overruns by USEPA and DTSC for Regulatory Response Costs will be paid by the Army. This is contingent upon approval of the overruns in question by the Grants Officer.

#### **4.2 Obligations of the Army.**

**4.2.1 Oversight of the ESCA Implementation.** In addition to the Army's agreement to fund the Recipient's performance of the Environmental Services, subject to Section C.4.L15, in accordance with the TSRS, the Army shall review, comment, and/or approve all drafts of the Proposed Plans, Records of Decision, and documents required pursuant to the AOC in accordance with the process outlined in subparagraph 3.1 of the TSRS. The Army will provide comments within 14 days of receipt of draft Proposed Plans and Records of Decision from the Recipient. For documents required pursuant to the AOC, the Army will provide comments within 21 days of receipt of such documents. The Army may request additional time to review the documents if necessary. In addition, the Army will review and provide comments, if any, on all proposed amendments to the AOC. The Army will review the documents mentioned above to ensure that the remedies to be implemented by the Recipient are consistent with CERCLA, the NCP and other applicable laws and/or regulations to the degree needed to ensure the CERCLA requirement that all necessary remedial action is taken on the ACES. The Army reserves the right to invoke dispute resolution as provided in Section D.9 to ensure such consistency.

Document reviews by the Army shall be consistent with the requirements outlined in the TSRS. Draft documents may be monitored through the quarterly report process specified in subparagraph 3.1 of the TSRS.

If, prior to Site Closeout, the Recipient proposes a modification to or termination of land use controls for a site, and the Army has comments or concerns with such modifications or termination, the Army shall provide written notice to the Recipient. The Recipient and the Army shall confer and negotiate in good faith to resolve any disputes concerning the proposed modification or termination. Any comments or concerns still in dispute thirty (30) days after Recipient's receipt of the above written notices shall be resolved under the dispute resolution set forth in Section D.9 of this Agreement.

**4.2.2 CERCLA Covenant.** The Army shall issue the warranty ("CERCLA Warranty") required by Section 120(b) of CERCLA ("CERCLA Section 120") within 60 days of the Recipient providing a written request to the Army for the issuance of the CERCLA Warranty, provided that such written request includes documentation approved by USEPA under the AOC establishing that Site Closeout has been achieved for the applicable portion(s) of the ACES. The Army agrees to provide a CERCLA Warranty for portions of the ACES as Site Closeout is achieved with the respect to these portions, and shall release by deed to the Recipient or any subsequent title holder any land use restrictions no longer required at the time each CERCLA Warranty is provided. To the extent new legal descriptions must be prepared in order for a CERCLA warranty and deed to be recorded, the Recipient shall bear the costs of preparing such legal descriptions.

**4.2.3 Obligations Under CERCLA.** The Army recognizes its obligations and responsibilities under CERCLA Section 120, except for those actions that constitute the performance of Environmental Services by the Recipient hereunder and as otherwise provided in Section C.4.1.15 in this Agreement For purposes of CERCLA Section 120, Recipient's or any successor, assignee, transferee, lender, lessee or respective contractor (collectively "Transferee"), potential or actual future status as operator or owner of the ACES will not relieve the Army of its obligations hereunder and under CERCLA Section 120 except to the extent the activities of the Recipient or Transferee cause a release or a threatened release of a hazardous substance, pollutant or contaminant resulting in response costs to the Army.

**4.2.4 Access.** The Army shall, upon request, promptly provide the Recipient and any party performing Environmental Services with all rights to access onto or into any real property, buildings or equipment for which the Army has legal authority to provide such rights, and with all rights to conduct any activities necessary to perform the Environmental Services upon such real property; buildings or equipment for which the Army has legal authority to provide such rights. The Army may condition the provision of such rights on restrictions on the time and manner of access and conduct of activities, provided that such restrictions do not unreasonably delay or interfere with the performance of the Environmental Services.

**4.2.5 Liability.** If the death of or injury to any person, or the loss of or damage to any property, is caused by the Government in the course of its use of the ACES or in the performance by the Government of Army Obligations hereunder, the liability, if any, of the Government therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq., as amended) or otherwise provided by law.

**4.2.6 Army Indemnification.** Except as provided in Section C.4.1.8, the Army recognizes its obligation to hold harmless, defend, and indemnify the Recipient and any successor, assignee, transferee, lender, or lessee as provided for and limited by Section 330, and to otherwise meet its obligations under the law in this Agreement with regard to the ACES.

**4.2.7** The Army shall take all necessary actions required hereunder and under applicable law with respect to Army Obligations, and shall take all actions required hereunder to fulfill its responsibilities under 42 U.S.C. 9620(h). For Army Obligations under the TSRS, the Army will timely:

- I. Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release of a hazardous substance, pollutant, or contaminant, from or on the ACES; and
2. Settle or defend any claim, demand, or order made by federal, state, or local regulators or third parties in connection with any release of a hazardous substance, pollutant, or contaminant from or on the ACES; and
3. The Army will make diligent efforts to identify and initiate actions within thirty (30) days after receiving notice from the Recipient pursuant to Sections C.4.1.3 and C.4.1.4. In the alternative, the Parties may amend this Agreement or enter into an additional agreement by which the Army will provide funds to the Recipient to enable the Recipient to take such actions, subject to Sections D.8. and D.9.

**4.2.8** In performing environmental cleanup activities hereunder, the Government shall minimize interference with the use of the ACES by the Recipient and its successors, assigns, transferees and tenants to the extent practicable. The Government assumes no liability for any interference with the use of the ACES that may be caused by environmental cleanup activities, and the Recipient shall have no claim against the Government for any such interference. However, to the extent permissible under Federal rules and regulations,

the Government shall require that its contractors have general liability insurance for their negligent acts and errors and omissions insurance.

**4.2.9** The Army has provided and shall provide project-related data and documentation contained in the administrative record to the Recipient upon conveyance of title to the Recipient. This data includes, but is not limited to the following: soil boring logs; test pit logs; monitoring well construction details/logs; test results; chemical analytical data for all media; data validation reports; land survey reports, documents of soil boring, monitoring well, removal action and other pertinent physical locations; field logbooks; meeting notes; relevant regulatory agency correspondence, documents required to compile full and administrative record for all reasonably requested investigation, cleanup, and reporting commenced prior to the effective date of this Agreement. The date for providing such data will be agreed upon by the Parties. The Recipient may also request that the Army provide additional information concerning site conditions for the ACES and if such information is reasonably obtainable without significant cost and releasable by the Army in accordance with applicable law, the Army shall provide reasonable access to such requested information to the Recipient within thirty (30) days of the Recipient's written request for such information, or as soon as is reasonably possible thereafter. Allocation of extraordinary reproduction and search costs shall be governed by the Freedom of Information Act and its implementing regulations and policies. The Recipient and the Army agree that if any of the documents identified above are missing and those documents are required to achieve Site Closeout, the Army will use diligent efforts to locate such documents and provide access to them promptly to the Recipient.

**4.2.10** The Army will perform the Army Obligations, and its obligations under 4.2.1, in a manner that will not unreasonably delay the Recipient's performance of Environmental Services.

**4.2.11** Wherever the terms of this Agreement provide for approval by the Army, such approval shall not be unreasonably withheld or delayed, and, at minimum, shall be provided within approval timelines under the AOC, as applicable.

**4.2.12** With regard to Army Obligations hereunder, the Army will reasonably provide to the Recipient copies of any and all documents submitted to the USEPA at the same time said documents are submitted to USEPA. The Recipient shall have the right, hereunder, to review and comment on these documents.

### **4.3 Insurance and Related Liability.**

**4.3.1 General Liability.** The Recipient shall either self-insure or shall carry and maintain general liability insurance, to afford protection with limits of liability in amounts approved from time to time by the Army, that meet the minimum requirements set forth in Section 3.4 of the TSRS.

~~**4.3.2 Environmental Insurance.** The Recipient shall obtain, carry and maintain environmental insurance through the Environmental Insurance Policies that meet the requirement set forth in Section 3.4 of the TSRS.~~

~~**4.3.2.1. Army Contingent Funding.** The Army will provide Army Contingent Funding to the Recipient only upon the occurrence of the following: (i) the Recipient has exhausted all funds in the Notional Commutation Account; and (ii) the Recipient has, in addition to (i), exhausted the full amount of the Limit of Liability under the Cost Cap Policy, which equals \$128,000,000. Once these expenditures have occurred, the Army will pay Army Contingent Funding in the Amount of Direct Costs (as defined in the Cost Cap Policy but only if such Direct Costs would have been owed under the Cost Cap Policy if the Limit of Liability had not been exhausted) for matters within the scope of the TSRS to achieve Site Closeout. Army~~

Contingent Funding shall not exceed \$15,000,000. The Army Contingent Funding obligation accrues only until the Recipient achieves Site Closeout for Environmental Services.

**4.3.3 Worker's Compensation.** If and to the extent required by applicable law, the Recipient will either self-insure or carry and maintain worker's compensation or similar insurance in form and amounts required by law. Any such insurance policy will provide a waiver of subrogation by the Recipient of any claims the Recipient may have against the Army, its officers, agents, or employees except for those asserted by third parties in their own right. In no circumstances will the Recipient be entitled to assign to any third-party rights of action that the Recipient may have against the Army.

**4.3.4 General Liability Policy Provisions.** All general liability insurance which the Recipient carries or maintains or causes to be carried or maintained pursuant to this Section C.4.3 will be in such form, for such amount as specified above, for such periods of time and with such insurers as the Army may approve, which approval shall not be unreasonably withheld or delayed. All policies issued by the respective insurers for general liability insurance required by this Agreement will provide that no cancellation will be effective until at least thirty (30) days after receipt by the Army of written notice thereof; and provide a waiver of subrogation by the Recipient of any claims the Recipient may have against the Army, its officers, agents, or employees. In no circumstances will the Recipient be entitled to assign to any third-party rights of action, which the Recipient may have against the Army.

**4.3.5 Delivery of Policies.** The Recipient will provide to the Army a certificate of insurance evidencing the insurance required by the Recipient and will also deliver, no later than thirty (30) days prior to cancellation or the expiration of any such policy, a certificate of insurance evidencing coverage for the same risks.

## **5. GENERAL PROVISIONS.**

### **5.1 Term of Agreement**

**5.1.1** Notwithstanding anything to the contrary in this Agreement, the obligations of the Parties herein are triggered only upon the occurrence of the Effective Date.

**5.1.2** This Agreement shall remain in effect in accordance with B.2 subject to earlier termination pursuant to Section D, or extension pursuant to Section B,

Any requests, obligations, duties or costs relating to or arising from a change in planned land use is not the responsibility of the Army, and are instead the responsibility of the Recipient or the then current owner.

**5.1.3** The obligations of the Parties that shall survive the term of this Agreement, identified in Section B.2, shall include but are not limited to the following:

1. the obligations of the Recipient to maintain compliance with the deed provisions, all environmental decision documents, Site Closeout requirements, and the land use covenants as required under the AOC, and compliance with any applicable Long-Term Obligations;
2. the Recipient's obligations to perform the Environmental Services associated with Unknown Insured Conditions; and
3. the Recipient and Army Obligations under Sections C.4.1.1, C.4.1.7, C.4.1.8, C.4.1.14, C.4.1.15, C.4.2.1, C.4.2.3, C.4.2.6, C.4.3, and Section D.

### **5.2 Successors and Assigns.**

**5.2.1** The Recipient shall remain liable for performing its obligations under this Agreement, without regard to the potential for portions of the ACES to be transferred to future owners or tenants, in furtherance of the Site redevelopment objectives for the ACES and without regard to the possible transfer of portions of the Recipient's liability under the AOC. Nothing in this Agreement shall be construed to authorize the Recipient to assign any of its responsibilities or obligations under this Agreement or all or substantially all of the Recipient's obligations under the AOC to a third party without the prior approval of the Army or make any subsequent owners or occupants of the ACES a successor or assign under this Agreement. All obligations and covenants made by the Parties under this Agreement will bind and inure to the benefit of any successors and assigns of the respective Parties, whether or not expressly assumed by such successors or assigns, and may not be assigned in whole or in part without the written consent of the other party.

**5.2.2** In accordance with California statutory process under the Cortese-Knox-Hertzberg Local Government Reorganization Act, California Gov't Code 56036, *et seq.*, the Monterey County Local Area Formation Commission (hereinafter "LAFCO") shall designate a successor. The Parties agree that the designated successor shall be a municipal entity that should be able to meet the financial and technical obligations and responsibilities required under this Agreement and the AOC. The Parties understand that for the purposes of the AOC, the Recipient will exercise best efforts to secure acceptance by USEPA of the LAFCO designation of the successor.

The successor in interest will be limited to one of the following municipal entities:

1. Monterey County
2. Seaside
3. Marina

4. A Joint Powers Agency if created under California law for the purpose of succeeding FORA's obligations, liabilities, and duties.

**5.2.3** The Parties agree that if the FORA dissolves or terminates, the designated successor shall become the Recipient hereunder, and shall assume all liabilities, obligations and responsibilities under this Agreement regardless of whether there is Finding of Default under the AOC due to the Recipient's inability to obtain USEPA's acceptance of the designated successor to the Recipient under the AOC.

**5.3** **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement will continue in force and effect to the extent not inconsistent with such holding.

**5.4** **Waiver of Breach.** No Party shall be deemed to have waived any material provision of this Agreement upon any event of breach by the other party and no "course of conduct" shall be considered to be such a waiver, absent a writing expressly waiving such a provision.

**5.5** **Notices.** Any notice, transmittal, approval, or other official communication made under this Agreement will be in writing and will be delivered by hand, facsimile transmission, electronic mail, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated:

To the Army:

Department of Army, ACSIM  
DAM-BD (ATTN: COL  
600 Army Pentagon  
Washington, D.C. 22310-0600

To FORA: ~~Mr. Michael A. Houlemard, Jr,~~  
100 12<sup>th</sup> St. Bldg. 2880  
Marina, CA 93933-6006

**5.6** **Representations.**

**5.6.1** The Army represents that:

1. it is fully authorized to enter into this Agreement;
2. the Recipient can fully rely on the data provided to the Recipient or its contractors by the Army or the Army's contractors for purposes of performing the Environmental Services and making disclosures required under applicable Law; and
3. The information contained in the documents identified in the applicable documents Section of the TSRS, fairly and accurately represents the Army's actual knowledge of the nature and extent of contamination within the ACES.

**5.6.2** The Recipient represents that:

1. it is fully authorized to enter into this Agreement; and
2. it enters this Agreement cognizant of the requirements and prohibitions set forth in the Anti-Deficiency Act and that any provision of this Agreement that states or implies that the Army will reimburse the FORA for specific costs incurred are wholly subject to the Anti-Deficiency Act and that the Army's obligations are subject to that law.

**5.7 Conflict of Interest.** The FORA shall ensure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

**5.8 Access to and Retention of Records.** The Recipient shall afford any authorized representative of the Army, the Department of Defense, or the Comptroller General, or other officially concerned Federal government agency access to and the right to examine all records, books, papers, and documents, including records in automated forms ("Records") that are within the Recipient's custody or control and that relate to its performance under this Agreement. This right of access to records shall not include attorney client communications, attorney work product or other legally privileged documents. The Recipient shall retain all such records intact in such form, if not original documents, as may be approved by the Army or other officially concerned government agency, which approval shall not be unreasonably withheld, for at least thirty (30) years following completion or termination of this Agreement or transfer all such records into Army custody. Access to the Recipient's records will be during normal business hours, and the Army or other officially concerned federal government agency will give the Recipient seventy-two (72) hours prior notice of its intention to examine the Recipient's records, unless the Army or other officially concerned federal government agency determines that more immediate entry is required by special circumstances. The Recipient will have no claim due to such entries against the Army or other officially concerned government agency, or any officer, agent, employee, or contractor thereof.

**5.9 Change of Circumstances.** party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

**5.10 CERCLA Requirements.** For purposes of 42 U.S.C. Section 9620(h)(3), this Agreement shall not increase, diminish, or effect in any manner any rights or obligations of the Recipient or the Army with respect to the ACES.

**5.11 Officials Not to Benefit.** The Recipient acknowledges that no member or delegate to the United States Congress, or resident Commissioner, shall be permitted to share in any part of this Agreement or receive any benefit that may arise there from.

**5.12 Force Majeure.** The Parties shall perform the requirements of this Agreement except to the extent performance is prevented or delayed by events that constitute force majeure. A force majeure is defined as any event arising from causes which are beyond the control of a party and which cannot be overcome with due diligence, and include but are not limited to war, terrorism, riots, strikes and other labor issues, severe weather, legal action by private citizens or organizations that result in injunctions, acts of God, and Endangered Species Responsibilities as stated in Section CA1.14.2, to the extent such events result in delays or cessation of Environmental Services. If either Party disputes whether an event constituting force majeure has occurred hereunder, the dispute resolution set forth in Section D.9 may be invoked.

**5.13 Subcontractors.** ~~LEF, Inc.~~

- END OF SECTION C -



**SECTION D**  
**GENERAL TERMS AND CONDITIONS (STATE & LOCAL GOVERNMENTS)**

**1. FEDERAL STATUTES AND REGULATIONS.** Federal statutes and regulations to include, but not limited to, 32 CFR 33 and DoD 3210.6-R<sup>1</sup>, take precedence over all terms and conditions of this Agreement.

**2. ADMINISTRATION AND COST PRINCIPLES.** Applicable to this award, and incorporated herein by reference, are the requirements of the following Office of Management and Budget (OMB) Circulars 2, as of the effective date of the award:

(a) OMB A-87 - "Cost Principles for State, Local and Indian Tribal Governments" (Revised 04 May 1995, as further amended on 29 August 1997)

(b) OMB A-102 - "Grants and Cooperative Agreements with State and Local Governments" (Revised 07 October 1994, as further amended on 29 August 1997)

(c) OMB A-133 - "Audits of States, Local Governments, and Non-Profit Organizations" (Revised 24 June 1997)

**3. CERTIFICATIONS.** By acceptance (signing) of this award or by accepting funds under the award, the Recipient thereby makes the following certifications:

(a) Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters;

(b) Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements; and,

(c) Appendix A to 32 CFR Part 28 regarding lobbying.

**4. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of this award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195;

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp.p.229], as implemented by Department of Labor Regulations at 41 CFR Part 60];

(c) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90; and,

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<sup>1</sup> DoD Grant and Agreement Regulations at <http://www.dtic.mil/whs/directives/corres/html/32106r.htm>

<sup>2</sup> OMB Circulars/Forms at <http://www.whitehouse.gov/omb/grants/index.html>

(d) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**5. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**6. ENVIRONMENTAL PROTECTION.** By acceptance (signing) of this Agreement or accepting funds under this Agreement, the Recipient agrees to comply with applicable Federal environmental laws in undertaking activities on the ACES that are not covered by the Agreement, including:

**6.1.** The Recipient agrees that its performance under this Agreement, with Equivalent State Compliance, will comply with all applicable Federal, State or local environmental laws and regulations, including but not limited to: the requirements of the Clean Air Act (42 U.S.C § 7401-7671q.) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), which relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resource Conservation and Recovery Act of 1976 ("RCRA", 42 U.S.C. § 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.); and the National Environmental Policy Act of 1969 ("NEPA," 42 U.S.C. § 4321, et seq.); the Clean Water Act (33 U.S.C. 1251-i387); and 40 CFR Part 32.

(a) The Recipient will comply with all existing environmental permits, and the Parties will cooperate with each other in preparation of future environmental permits, as permitted by law, required for the Recipient's compliance under this Agreement

(b) The Government's rights under this Agreement specifically include the right for Government officials to inspect for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

(c) The Recipient understands and agrees that there may be future Government activities in support of environmental cleanup or disposal operations for Army Retained Conditions. The Recipient agrees to cooperate to the extent necessary in support of these operations, and will not interfere with or hinder any such operations by the Government.

(d) Conditions or activities giving rise to the liabilities which occurred prior to the onset of this Agreement, and are not a result of or related to any action, or failure to act, by the Recipient, are not subject to indemnification provisions in Section C. This provision will survive the expiration or termination of this Agreement.

**6.2.** It will identify to the Grants Officer any impact on flood-prone areas, and provide help that the Grants Officer may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for Federally assisted construction or acquisition of flood-prone areas.

**6.3.** It will identify to the Grants Officer any impact on underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and assist the Grants Officer in compliance with the Safe Drinking Water Act of 1974 (42 U.S.C. 300h-3).

## 7. CHANGES.

7.1. **Relation to Cost Principles.** The cost principles set forth in OMB A-87 - "*Cost Principles for State, Local and Indian Tribal Governments*," contain requirements for prior approval of certain types of costs. These prior approval requirements apply to all Federal Assistance instruments (and subgrants) entered into by the Army. In addition to the prior approvals required under OMB A-87, capital expenditures for equipment, including replacement equipment, other assets, and improvements which materially increase the value or useful life of equipment or other capital assets are allowable as direct costs.

7.2. **Budget Changes.** Pursuant to 32 CFR 33.30, the Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. Request for prior approval shall be in the same budget format the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision. The Recipient shall obtain written approval of the Grants Officer prior to initiating:

(a) Any revision which would result in additional Government funding; or

(b) Cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects functions, or activities which exceed or are expected to exceed ten (10) percent of the current total approved budget.

7.3. **Programmatic or Scope Changes.** Regardless of whether there is an associated budget change requiring approval, the following changes require prior written approval:

(a) Need to extend the period of availability of funds; or

(b) Changes to the TSRS incorporated herein at Section E, Attachment E.1.

(c) Modification to the requirements and/or funding needed for insurance and related liability incorporated herein at Section C.

## 8. ENFORCEMENT AND TERMINATION FOR CONVENIENCE.

8.1. **Remedies for Noncompliance.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43(a).

8.2. **Suspension and Termination.** The bases for and effects of suspension and termination are as set forth at 32 CFR Part 33. In addition, the Army reserves the right to suspend or terminate this Agreement if 1) the FFA Amendment has not become effective or an Early Transfer for the ACES is not approved by the USEPA or not concurred in by Governor of California, or 2) if the Army does not approve any of the amendments to the AOC.

8.3. **Relationship to Debarment and Suspension.** The enforcement remedies identified in this section do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

8.4. **Termination for Convenience.** This Agreement may also be terminated, in whole or in part, only by the Grants Officer with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

**9. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION {32.CFR.22.815}.** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the award, including matters in dispute regarding the performance of Environmental Services under Section C. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever the Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

During the dispute process with respect to the portion not in dispute, the Recipient shall proceed diligently with performance of the award, to the extent the Grants Officer continues to certify for payment Recipient's funding requests, pending final resolution of any dispute.

**9.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim or dispute, reference to the pertinent Agreement terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Department of the Army, Assistant Chief of Staff for Installation Management.

(c) The Assistant Chief of Staff for Installation Management shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with Supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

(e) In any event, Recipient shall not be required to lll.ke or refrain from taking actions, if such would be inconsistent with the results of the dispute resolution process under the AOC,

**10. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Agreement, in accordance with the Recipient's Application for Federal Assistance (and supporting documentation), and the terms and conditions specified in this Agreement. Tue Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts.

**11. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Agreement, such release shall include a statement to the effect that: (a) the effort is/was sponsored by the Department of the Army, Assistant Chief of Staff for Installation Management; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**12. SUBCONTRACTS.** Pursuant to 32 CFR 33.36 (a), the Recipient will follow the same policies and procedures it uses for procurements from its non-Federal funds. The Recipient will ensure that every purchase order or other contract includes any clauses required by Federal statutes and Executive Orders and their implementing regulations, as set forth under 32 CFR 33.36 (i) (I) through (13) inclusive.

**13. SUBGRANTS.** The Recipient shall follow State law and procedures when awarding and administering subgrants (whether on a cost-reimbursement or fixed amount basis), pursuant to 32 CFR 33.37 (a) (1) through (4) inclusive.

**14. ALLOWABILITY OF COSTS.** Allowability of costs shall be in accordance with 32 CFR 33.22 and 32 CFR 33.23.

**15. OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, in accordance with 41 U.S.C § 22.

**16. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

**17. PROTECTION OF HISTORIC RESOURCES.** The Recipient agrees to comply with Section 106 of the National Historical Preservation Act of 1966 (16 U.S.C. 470 (f)), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR 800 and E.O. 11593.

**18. PROTECTION OF THREATENED AND ENDANGERED SPECIES AND NATURAL HABITAT.** The Recipient agrees that its performance under this Agreement will comply with all applicable Federal, State, and local laws and regulations related to the protection of threatened and endangered species and natural habitat, if any, included but not limited to the requirements of the Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) except as provided herein. The Recipient is aware of and understands its obligations to protect and conserve threatened and endangered species and to take all reasonable precautions to protect trees and natural habitat during maintenance and future operations and to restore the ground surface after completion of maintenance or other operations as near to its former condition as may be possible for protection against erosion.

**19. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

**20. AFTER THE AWARD REQUIREMENTS.**

(a) Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in 32 CFR 33.50 through 33.52.

(b) Pursuant to 32 C'FR 33.50, the Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient

**21. MODIFICATION OF AGREEMENT.** The only method by which the Agreement can be modified is through formal, written modification, initiated by the Grants Officer on behalf of the Government. No other communications, whether oral or in writing, shall be binding on the parties.

<b>MOD NO.</b>	<b>Date</b>	<b>Modification</b>	<b>Status</b>
P00001	Sept 24, 07	Initial Army funds for CLINs 0001 and 00002	Complete 6/30/20
P00002	April 4, 08	Additional Army funds	Incomplete until AOC or ESCA is terminated
P00003	June 2, 08	Modify Section 4.1.16.1 Response Cost language	Complete 6/30/20
P00004	Aug 14, 08	Update payments information- Final Balance formula	Complete 6/30/20
P00005	Dec 12, 08	Army obligate Final Balance	Complete 6/30/20
P00006	Dec 10, 14	Changes to Section B. 5.3 and 5.4	Complete 6/30/20
P00007	Feb 19, 15	Changes to Section B. 5.5, 10.(b), 10.(c) 11 and 15	Complete 6/30/20
P00008	Sept 7, 17	Changes to Section B. 5.3 and 5.4	Complete 6/30/20
P00009	Dec 20, 17	Added CLIN 0004 MEC-Find Assessments, CLIN 0005 Long-Term LUC Management and reduced performance period to June 30, 2028	Partially Complete 6/30/20 -CLINs 0004 and 0005 Remain
P00010	March 31, 19	Use Army Contingent Funding- Added CLINs 0001A, 0001B and 0003A	Complete 6/30/20
P00011	Sept 9, 19	Use Army Contingent Funding- Extend specific CLIN performance dates	Complete 6/30/20
P00012	Sept 30, 19	Use Army Contingent Funding- Extend specific CLIN performance dates	Complete 6/30/20
P00013	Aug 1, 19	Extend specific CLIN performance dates	Complete 6/30/20

--- END OF SECTION D

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AGREEMENT FC - 20190802-01

This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between the Fort Ord Reuse Authority, a public corporation of the State of California (hereinafter referred to as "FORA") and Arcadis (hereinafter referred to as "Consultant").

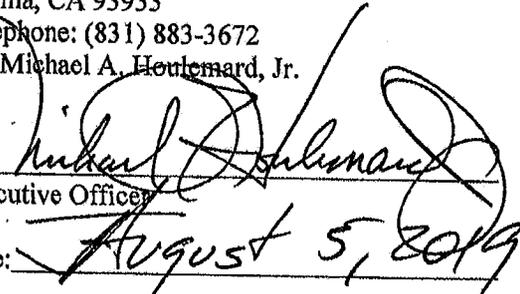
The parties agree as follows:

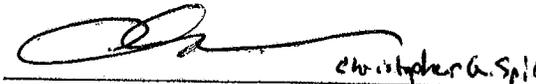
1. SCOPE. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with the services described in the scope of work attached as **Exhibit "A"** to this Agreement (the "Services"). The Services will be rendered at the direction of FORA as authorized by FORA's governing body.
2. TERM. Consultant shall commence work under this Agreement effective on ~~July 15, 2019~~ <sup>January 13, 2020</sup> and will diligently perform the Services under this Agreement until the work as described in **Exhibit "A"** SCOPE OF WORK is complete. CAS  
1/13/2020
3. PAYMENT TERMS. FORA shall pay Consultant for the Services at the times and in the manner set forth in **Exhibit "B"** GENERAL PROVISIONS and **Exhibit "C"** FEE SCHEDULE AND WORK AUTHORIZATIONS to this Agreement.
4. FACILITIES AND EQUIPMENT. Consultant is not required to use FORA's facilities or equipment for performing the Services. Consultant shall arrange to be physically present at FORA's facilities to provide the Services at least during those days and hours that are reasonably requested by FORA.
5. GENERAL PROVISIONS. The general provisions set forth in **Exhibit "B"** are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
7. COMPENSATION AND OUT OF POCKET EXPENSES. The overall maximum amount of compensation to Consultant for **this Services Agreement is not-to-exceed \$1,328,741.00** including out of pocket expenses. FORA shall, from time to time, prepare and issue Exhibit "D" WORK AUTHORIZATIONS containing the requisite scopes of services as detailed in the Work Authorization, which upon endorsement by both parties, will be made part of this Agreement.

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

Fort Ord Reuse Authority  
 920 2<sup>nd</sup> Avenue, Suite A  
 Marina, CA 93933  
 Telephone: (831) 883-3672  
 By: Michael A. Houlemard, Jr.

Arcadis U.S. Inc.  
 100 Montgomery Street, Suite 300  
 San Francisco, CA 95119  
 Telephone: (408) 797-2000  
 By: Christopher Spill, P.G.

  
 Executive Officer

  
 Certified Project Manager II

Date: August 5, 2019

Date: 01/13/2020

Approved as to form:

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

**Exhibit "A"**  
**SCOPE OF WORK**

**Project Location:**  
Former Fort Ord Facility, Monterey County, California

The following Fort Ord United States Army Corps of Engineers ("USACE") parcels are included within the scope of work; E11b.6.1, E11b.7.1.1, E11b.8, L20.19.1.1, L20.2.1, L5.7, L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.3.1, L20.3.2, F1.7.2, L20.8, S1.3.2, E18.1.1, E18.1.2, E18.1.3, E18.4, E19a.1, E19a.2, E19a.3, E19a.4, E19a.5, E20c.2, L23.2, L20.18, L32.1, E38, E39, E40, E21b.3, E41, E42, E24, E34, E23.1, E23.2, E29.1, L20.13.1.2, L20.13.3.1, and L6.2.

**Environmental Services Cooperative Agreement ("ESCA") Long-Term Obligations ("LTO") Support Services Scope of Work and Assumptions:**

The contractor shall perform the professional Consulting Services required under this Agreement until June 30, 2028 in accordance with a standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature in the same geographical regions as the work described in this Agreement and any Work Authorization.

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

The contractor shall have no obligation to commence the Services described in this Agreement and/or any associated Work Authorization until the applicable Work Authorization is fully executed and delivered to FORA and the contractor. Any schedule requirements applicable to contractor Services will be set forth in this Exhibit or Work Authorization.

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

**DESCRIPTION OF SUPPORT SERVICES**

Provision of technical support services will be provided as requested by FORA in support of projects proposed on the ESCA property as reflected in FORA's ESCA Modification P00009, Line Item Number 0004 Post Closure Munitions and Explosives of Concern ("MEC") Find Assessments and Line Item Number 0005, Long-Term/LUCs Management with the USACE.

The technical services may also be supported by other qualified contractors as requested by or as available to FORA (FORA reserves option to select contractor[s] based on specific experience applicable to the requested service, availability and/or cost efficiency). General services through June 30, 2028, as further described in ESCA Remediation Program ("RP") Land Use Control Implementation Plan/Operation and Maintenance Plans ("LUCIP/OMPs") include: (1) MEC find assessment support services; (2) as needed/requested Land Use Controls ("LUC") management support services; and, (3) as needed/requested long-term management support services.

Support Services must include contractor's project management prices such as oversight, project set-up, financial management/reporting, invoicing and client coordination.

**ESCA Line Item No. 0004 Post Closure MEC Find Assessments Support Services**

Assumptions: Reimbursable travel is not anticipated for this task but can be provided upon request with a minimum two (2) week notice and paid for by FORA.

MEC find assessment support services include the following components:

- Educational Support – support FORA ESCA LUCIP/OMP outreach program to educate and train jurisdictions, property owners and unexploded ordnance (“UXO”) contractors on the format, procedures and implications of the MEC find assessment process. The educational support services may include a review of lessons learned, assessment form updates and regulatory agency feedback as MEC find assessments are completed. This task includes support to FORA for annual meetings with local jurisdictions, property owners, UXO contractors, property developers and/or outside agencies (such as utility companies) on a Work Authorization/as requested basis.

Assumptions: This effort as requested and detailed in an approved Work Authorization.

- Construction Support Plan (“CSP”) Compliance – as defined in the ESCA LUCIP/OMPs, the MEC find assessment is a required component of CSPs. MEC find assessments are required to be completed by FORA; therefore, the format and procedures for the timely completion of MEC find assessments require close coordination with FORA, the local Army Base Realignment and Closure Office (“BRAC”) office, Environmental Protection Agency (“EPA”) and the Department of Toxic Substances Control (“DTSC”). This compliance support is designed to minimize the MEC find assessment review and completion process and minimize construction/development delays. The compliance support focuses on supporting FORA in efforts to ensure that entities responsible for constructions support plans understand and will provide well-documented and thorough procedures so that the MEC find assessments are adequately completed in a timely manner.

Assumptions: This effort as requested and detailed in an approved Work Authorization. Task does not consist of CSP reviews.

- MEC Assessment Research – support for MEC find assessment include the following research and communication activities:
  - Munitions find debrief with UXO-qualified personnel primarily responsible for initial item inspection, if conducted;
  - Munitions find debrief with military Explosive Ordnance Disposal (“EOD”) personnel or local bomb squad personnel responsible for item disposal;
  - Readily available Military Munitions Response Program database reviews and research on historical military munitions finds at the former Fort Ord;
  - Fort Ord Administrative Record archive search to include online research and one (1) visit to the Fort Ord Administrative Record office located at 4463 Gigling Road, Ord Military Community, Seaside, California per MEC find assessment;
  - Written narrative on research approach, file searches and technical summary supporting the MEC find; and
  - Assist FORA with proposed determination of (1) the probability of encountering additional MEC at the site, (2) the appropriateness of the current level of construction support, and/or, (3) the need for additional MEC investigation or response at the site.

Assumptions: This effort as requested and detailed in an approved Work Authorization. Task for individual MEC item finds consistent with military munitions site history. Multiple item finds in a single area or finds inconsistent with military munitions site history may require additional effort. MEC find assessment do not include munitions debris, range-related debris or small arms ammunition. Reimbursable local travel is anticipated for this task as paid for by FORA. Reimbursable long-distance travel is to be provided upon request with a minimum two-week notice and reimbursed by FORA at a predetermined rate.

- MEC Find Assessment File Maintenance – support FORA on periodic file maintenance (electronic and paper files) for MEC find assessments and related meeting and conference call agendas, notes, action items and correspondence.

Assumptions: This task as requested and detailed in an approved Work Authorization.

- MEC Find Assessment Form Review and Revisions – support FORA on periodic review and/or required revisions to the MEC Finds Assessment form based on lessons learned and feedback from Army BRAC office, EPA and DTSC as MEC find assessments are completed.

Assumptions: This task as requested and detailed in an approved Work Authorization.

- MEC Find Assessment Reporting – support FORA to complete and submit the required MEC find assessment within twenty (20) days of a MEC find. The find assessment includes (1) proposed determination of the probability of encountering additional MEC at the site, (2) proposed determination of the current level of construction support as appropriate, and (3) recommendation for additional MEC investigation or response at the site, if any. The MEC find will be documented on the FORA MEC Finds Assessment form and will submitted with required attachments to the Army, EPA and DTSC. Support for MEC find assessment reporting include the following:
  - MEC find notifications to EPA, DTSC and Army;
  - MEC find assessment submittals (distribution list provided on form);
  - Additional investigation results submittal;
  - MEC incidental finds form submittal to Army; and
  - Form and/or procedure update transmittals to Army, EPA and DTSC.

Assumptions: This task as requested and detailed in an approved Work Authorization.

#### **ESCA Line Item Number 0005, Long-Term/LUCs Management**

Assumptions: Long-Term/LUC management support services have been identified for FORA contract support staff at estimated total hours, portions of which can be allocated to this technical services support team as requested and detailed in an approved Work Authorization under this professional Consulting Services contract to support FORA in the event FORA staff are temporarily unavailable. Reimbursable travel is not anticipated for this task but can be provided upon request with a minimum two (2) week notice and paid for by FORA.

LUC management support services include:

- Annual LUC Status Report – support includes compiling and reviewing reporting material from jurisdictions, such as munitions recognition and safety training statistics, training material status, construction support level statistics and plan compliance status (approved CSP amendments and up-to-date after action reporting) and summary of previous years development projects.

Assumptions: Activity does not include support services for property transfer, deeds or development projects.

- Training Materials – support includes maintaining training materials and records with the jurisdictions, tracking training violations and corrective actions with the jurisdictions.

Assumptions: N/A

- Web-Based Materials and Hosting Service – support includes training video updates, video maintenance and repairs as well as hosting services to ensure training is easily accessible and available.

Assumptions: N/A

- Agency LUC Reporting – support includes miscellaneous correspondence and reporting to Army, EPA and DTSC on MEC-related data identified during incidental finds and construction support, munitions training, construction support updates, additional required munitions response and/or investigation resulting from find assessments and residential use restriction compliance.

Assumptions: Activity does not include miscellaneous correspondence and reporting to Army, EPA and DTSC on property transfers.

- Jurisdiction and Property Owner Compliance – support services include monitoring deeds, jurisdictions and property owners for compliance with long-term requirements for LUC monitoring and reporting, LUCIP/OMP ineffectiveness, property conveyance notification, LUC enforcement, activities inconsistent with LUCs and management measures and implemented corrective actions for effectiveness.

Assumptions: N/A

**Support Services Request for Proposal (“RFP”) Exclusions\*:**

**NOTE: Arcadis’ Support Services under this Agreement do NOT include the following tasks.**

1. LUCIP/OMP revisions and updates.
2. LUCIP/OMP restriction modification requests.
3. Record of Decision (“ROD”) Amendments and Explanations of Significant Differences.
4. Comprehensive Environmental Response, Compensation and Liability Act Five-Year Review Support (years 2022 and 2027).

**Fee Basis and Compensation for Services**

Compensation for services will be based upon **Exhibit “C,”** a negotiated maximum-amount-not-to-exceed-fee agreed between FORA and Consultant, itemized in accordance with the level of effort breakdown set forth in the work orders negotiated and developed by FORA and Consultant.

**Additional Services**

As requested by FORA, the Consultant shall perform, furnish, or obtain from others Additional Services and shall be compensated as provided in this Agreement.

Additional Services shall be performed only after execution of a written amendment, supplement or change order to this Agreement and/or its accompanying work orders, authorizing and defining such services.

**Compensation for Services and Method of Payment**

**Compensation.** FORA shall pay the Consultant a maximum-amount-not-to-exceed-fee for the comprehensive services as shall be described and scheduled in work orders and their accompanying Agreement amendments that shall be made part of this Agreement. Monthly invoices shall be submitted based on fees quoted for work completed and the Consultant’s schedule for hourly rates and other services, as shall be defined in the approved Agreement amendments.

**Renegotiation.** On the conditions that FORA, through FORA’s modification of the Consultant’s work schedule or through delays in the progress of the work, which are beyond the control of the Consultant, causes the Time of Performance schedule to be exceeded, the Consultant may request renegotiation of fees for work performed in times exceeding the schedule. Consultant’s request shall be in writing to FORA.

**Time of Performance.** The services of the Consultant will begin upon issuance of the first work order and its associated Agreement amendment. The first work order, and all subsequent work orders shall be specific to Time of Performance of services.

**Duration of Agreement.** This Agreement shall remain valid until July 1, 2028 from the day and year first written above. FORA, at its sole discretion, may extend the duration of this Agreement by written Agreement amendment.

### **Consultant's Responsibilities**

Consultant shall use its professional efforts and agrees that its services shall be performed with due diligence in accordance with generally accepted professional practices, but makes no other warranty either expressed or implied.

Consultant understands that FORA may retain the services of other professional consultants to accomplish the requirements of its programs and projects.

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to FORA for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant, termination of this Agreement or completion of all services required by this Agreement, pursuant to this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by FORA's General Counsel and no cost to FORA. Copies of such documents shall be provided for inspection. The records shall be available at Consultant's address indicated for receipt of notices on page one of this agreement.

Where FORA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, FORA may, by written request of the above-named officer, require that custody of the records be given to FORA at no cost to FORA and that the records and documents be maintained by FORA. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives or Consultant's successor-in-interests.

### **FORA's Responsibilities**

FORA shall provide all reasonably available information including reports, preliminary plans, maps, surveys and other related information regarding requirements for its programs and projects.

FORA shall designate a representative who shall have authority within limits of existing FORA policy and the requirements of the law to render decisions promptly and furnish information expeditiously.

**Exhibit "B"**

**GENERAL PROVISIONS**

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

2. TIME. Consultant shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

3. INSURANCE.

a. As an additional obligation under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall obtain from its Insurer an endorsement to the Insurance Policy adding FORA as an additional insured under the Insurance Policy (except for Worker's Compensation Insurance and Errors and Omissions Insurance), so that FORA is covered to the same scope and extent as Consultant. As a further condition precedent, Consultant shall furnish a copy of the endorsement to FORA prior to the inception of this Agreement.

1) COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY INSURANCE: Consultant shall maintain insurance on an occurrence basis, covering work done or to be done by or on behalf of Consultant and providing insurance for bodily injury, personal injury, property damage and contractual liability. The aggregate limit shall apply separately to the work Limits of Liability:

\$2,000,000.00 General Aggregate

\$1,000,000.00 Each Occurrence-combined single limit for bodily injury and property damage

2) WORKER'S COMPENSATION INSURANCE. Consultant is obligated under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall carry Workman's Compensation Insurance; including Employers Liability limits of \$1,000,000.00 and other limits as required under California law. As a further condition precedent, Consultant shall furnish a Declaration of coverage to FORA prior to the inception of this Agreement.

3) MOTOR VEHICLE INSURANCE. Consultant shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00/\$2,000,000.00.

4) ERRORS AND OMISSIONS INSURANCE: Consultant shall maintain insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of Consultant and providing insurance for errors and omissions in the amount of \$1,000,000.00 each occurrence or Consultant shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate and certification of coverage shall be submitted to FORA upon signing of this Agreement. If the total contract amount exceeds \$1,000,000.00, Consultant shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.

b. Consultant shall submit to FORA certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancelation of coverage without thirty (30) days written notice to FORA. Renewal certifications and endorsements shall be timely filed by Consultant for all coverage until the work is accepted as complete. Consultant shall notify FORA in writing of any material change in insurance coverage.

4. CONSULTANT NO AGENT. Except as FORA may specify in writing, Consultant shall have no authority,

express or implied to act on behalf of FORA in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.

5. ASSIGNMENT. FORA may assign its rights and obligations under this Agreement to a successor entity. Consultant shall not assign any right or obligation under this Agreement without first obtaining the written consent of FORA.

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

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

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

9. PRODUCTS OF CONTRACTING. All completed work products of the Consultant, once accepted and paid for in full by FORA, shall be the property of FORA, and shall not be used in any manner by Consultant unless authorized in writing by FORA.

10. INDEMNIFY AND HOLD HARMLESS. Consultant shall indemnify, defend and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, or defects in design by the Consultant or any person directly or indirectly employed by or acting as agent for Consultant in the performance of this Agreement,

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under the indemnification and hold harmless clause.

Notwithstanding any other provision of these General Terms and Conditions, and unless a higher limit of liability is expressly provided elsewhere in this Agreement in a provision making specific reference to this Article 18, Consultant's total liability to FORA for any loss or damage from claims under, arising out of or in connection with this Agreement from any cause, matter or event, including but not limited to Consultant's strict liability, breach of contract, tort or professional negligence, errors or omissions and/or any other basis, shall not exceed, for each Work Authorization, more than 100% of the total fees paid to Arcadis under that Work Authorization. FORA hereby releases Consultant from any liability exceeding such limited amount. In no event shall either Party be liable to the other for special, indirect, punitive, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

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

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

13. PAYMENT TERMS. Consultant shall invoice FORA for Services in accordance with Consultant's standard invoicing practices. Consultant to invoice FORA for deliverables completed according to **Exhibit "A."**

If FORA reasonably objects to any portion of an invoice, FORA shall provide written notification to Consultant of FORA's objection and the basis for such objection within thirty (30) days of the date of receipt of the invoice and the parties immediately shall make every effort to settle the disputed portion of the invoice. The undisputed portion shall be paid within thirty (30) days of receipt. If payment of undisputed invoices by FORA is not maintained on a current basis, Consultant may, after giving seven (7) days written notice to FORA, suspend further performance until such payment is restored to a current basis.

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

14. GOVERNING LAW. The laws of the State in which the Services are provided shall govern this Agreement and the legal relations of the parties.

15. COMPLIANCE WITH LAW. Consultant and FORA will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief; apply to their respective obligations under this Agreement.

16. SUBJECT TO AUDIT. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California for a period of three (3) years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

17. DRUG FREE WORKPLACE. Consultant hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, Consultant shall:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession; or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) Consultant's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs; and
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

18. DISABLED VETERANS. Responsive to direction from the State Legislature (Public Contract Code Section 10115 et seq.), FORA is seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Consultant shall inform FORA of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.

19. PUBLIC BENEFITS QUALIFICATIONS. If Consultant is a natural person, Consultant certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits

under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.

20. SHAREHOLDER PROTECTION ACT. If Consultant is a corporation, Consultant certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286 et seq.).

21. MISCELLANEOUS.

a. Any deductible under any policy of insurance required by this Agreement shall be Consultant's liability. Acceptance of certificates of insurance by FORA shall not limit Consultant's liability under this Agreement. In the event Consultant does not comply with these insurance requirements, FORA may, at its option, provide insurance coverage to protect FORA, Consultant shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from Consultant, FORA may pay for the insurance from sums otherwise due Consultant.

b. If FORA is damaged by the failure of Consultant to provide or maintain the required insurance, Consultant shall pay FORA for all such damages.

c. Consultant's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

## **EXHIBIT C FEE SCHEDULE AND WORK AUTHORIZATIONS**

The Arcadis U.S. Inc. proposal for ESCA LTO Support Services Scope of Work (**Exhibit B**) with Fee Schedule dated June 12, 2019 (**Exhibit C**); attached. The proposal's work will be authorized through WORK AUTHORIZATIONS (**Exhibit D**) containing the requisite scopes of services as detailed in the Work Authorization, which, upon endorsement by both parties, will be made part of this Agreement.

### **EXHIBIT "C" ASSUMPTIONS AND FEE SCHEDULE**

This Exhibit "C" is attached for purposes of including, and incorporating as part of the Agreement, certain assumptions set forth in Arcadis' June 14, 2019 proposal ("Arcadis Proposal") and Arcadis' Fee Schedule.

As to the Assumptions and Fee Schedule:

- Assumption No. 1 (term of the agreement) is already addressed in the Agreement.
- Assumption Nos. 2 and 8 shall apply to the payment terms under this Agreement, with No. 2 providing for an annual 2% rate escalation, and No. 8 describing how project management fees will be charged.
- Assumption Nos. 3, 5, and 6 pertain to the Work Authorization form. The Parties agree that Exhibit D to this Agreement is the Work Authorization form that will be used under this Agreement.
- Assumption No. 4 sets forth the Work Authorization process (including payment process) agreed to by the Parties (except that the reference to Exhibit A should be changed to Exhibit D to this Agreement).
- Assumption No. 7 does not apply, as the entire agreement between the Parties is set forth in this written Agreement.
- Assumption No. 9 memorializes the agreement between the Parties that this contract does not prohibit Arcadis from providing any services to local jurisdictions.

The attached Fee Schedule shall apply, subject to the payment assumptions noted above.

Mr. Stan Cook  
Fort Ord Reuse Authority  
920 2<sup>nd</sup> Street, Suite A  
Marina, California 93933

subject:  
Proposal for Environmental Services Cooperative Agreement (ESCA)  
Long-Term Obligation Support Services, Fort Ord Reuse Authority (FORA),  
Former Fort Ord, Monterey, California

Arcadis U.S., Inc.  
100 Montgomery Street  
Suite 300  
San Jose  
California 95118  
Tel 408 797 2000  
Fax  
www.arcadis.com

Dear Mr. Cook:

Arcadis U.S. Inc. (Arcadis) understands that the (Fort Ord Reuse Authority) seeks qualified consultants to provide environmental services for the Environmental Services Cooperative Agreement (ESCA) Long-Term Obligation (LTO) through June 30, 2028, as specified in the Request for Proposal (RFP) provided by electronic correspondence on May 28, 2019 and follow-up clarification correspondence through June 6, 2019. The general services through June 30, 2028, as further described in ESCA Land Use Controls Implementation Plans / Operation and Maintenance Plans include: (1) Munitions and Explosives of Concern (MEC) find assessment support services; (2) as needed/requested Land Use Control management support services; and (3) as needed/requested long-term management support services.

ENVIRONMENT

Date:  
June 14, 2019

Contact:  
Christopher Spill

Phone:  
415.432.6922

Email:  
chris.spill@arcadis.com

Our ref:  
66013835.0001

Arcadis presents a cohesive, experienced, and responsive project team, and our directly relevant program and project experience exhibits the following professional strengths:

1. We are timely and responsive with a thorough level of follow-through;
2. Our staff have demonstrated solutions-oriented project management skills and a track record to successfully set scope, schedule and budget targets and manage the technical team toward meeting those targets; and
3. We offer a multidisciplinary technical and regulatory services team with the necessary technical elements to complete any environmental project under this contract.

Transmitted with this letter are the following attachments in response to the RFP and subsequent correspondence: A) Proposal Clarifications; B) 2019 Fee Schedule; and C) Work Authorization Example.

We trust that this proposal meets your requirements and we appreciate the opportunity to be considered as one of your preferred consultants for this contract.

Mr. Stan Cook  
June 14, 2019

If you have any questions regarding this submittal, please contact me.

Sincerely,

Arcadis U.S., Inc.

A handwritten signature in black ink, appearing to read "Chris Spill", with a long horizontal flourish extending to the right.

Christopher G. Spill, P.G.  
Certified Project Manager II

Enclosures:

- A Proposal Clarifications
- B 2019 Fee Schedule
- C Work Authorization Example

Proposal Clarifications

(based on the May 28, 2019 RFP and subsequent correspondence provided by FORA through June 6, 2019):

1. Support Services related to be provided until June 30, 2026.
2. Proposal consists of reasonably anticipated 2019 time and material cost rate sheet for the various labor categories applicable to the tasks described in the RFP and assumes a 2% escalation of rates per year.
3. Example "Exhibit A, Work Authorization No. \_\_\_" is a template to be completed for specific tasks as required when required.
4. Work Authorization sequence includes the following activities:
  - a. FORA or its Successor will provide a task description (e.g., MEC Find Assessment Support Services);
  - b. Contractor will provide FORA or its Successor with a completion schedule and a lump sum estimate for the described task based on the time and materials prices attached to this proposal;
  - c. FORA or its Successor will identify the combination of best price and schedule that fits the task from the prices and schedules received from contractors;
  - d. Lump sum, not-to-exceed estimate and schedule will be memorialized in the Exhibit A, Work Authorization under the "General Description of Basic Support Services" section (not to exceed amount can be adjusted, if needed, if authorized by both parties);
  - e. Work Authorization will be signed by both parties;
  - f. Work Authorization copies will be submitted to the Army in FORA's or its Successor's request for funds (Note: FORA or its Successor submits funding requests every three months to maintain an estimated 6 months of ESCA funding on hand);
  - g. As work is performed, FORA or its Successor will be invoiced on a monthly basis based on the Work Authorization using the time and materials prices up to the not-to-exceed amount (unless previous authorization is documented);
  - h. FORA will pay the invoices on a monthly basis with the funds previously requested from the Army (per item 4f above); and
  - i. A copy of the paid invoice (and any authorized adjustments) will be provided to the Army by FORA or its Successor in an ESCA contract Quarterly Report.
5. FORA has not determined if a Lump Sum method or Time and Materials method will be used for authorizing specific tasks. The "Exhibit A, Work Authorization No. \_\_\_" is a template, intended to be flexible, and when completed, addresses tasks and payment options, as they arise, best fits the situation, and is fair/legal for both FORA or its Successor and the support services provider.
6. "Exhibit A, Work Authorization No. \_\_\_" template includes an "Additional Support Services" section, which can be used to list additional support services required for task completion that were not initially included or contemplated, but could be needed (services list with rates that when authorized would change the agreed upon not-to-exceed work authorization amount to be provided at that time).
7. Contract Provisions, where applicable, will be consistent with the example provided by FORA via email on June 5, 2019.
8. Project management services, such as oversight, project set-up, financial management/reporting, invoicing and client coordination, to be provided as individual rates for personnel to perform these specific services under each work authorization on a time and materials basis.
9. Arcadis can provide local jurisdictions and property owners with remediation and munitions-related construction support services during the ESCA Long-Term Obligation Support Services contract period.

## 2019 Fee Schedule

### Professional Environmental Services

Invoices for services provided by ARCADIS U.S., Inc. consist of: (1) hourly rate professional services fees; (2) material and equipment expenditures and usage; (3) subcontractor costs; (4) travel, shipping, and communications charges; and (5) sales or gross receipt taxes, as applicable. Hourly rate fees for ARCADIS U.S., Inc. professional services are indicated below:

Scientist / Technical Support	93.00
Staff Scientist I	105.00
Staff Scientist II	118.00
Project Scientist I	132.00
Project Scientist II	159.00
Senior Scientist I	176.00
Senior Scientist II	195.00
Principal Scientist I / Principal Consultant I	213.00
Principal Scientist II / Principal Consultant II	233.00
Director-Scientists / Director-Consultant	350.00
UWD Technician II	152.00
UWD Technician III	180.00
UWD Quality Control Specialist	195.00
UWD Safety Officer	200.00
Document Technician I	67.00
Document Technician II	73.00
Project Assistant I	90.00
Project Assistant II	110.00

### ADDITIONAL TERMS

**Invoicing and Payment:** Progress invoices will be issued monthly and payment is due within thirty (30) days of invoice date. Invoices for subcontractor charges are payable upon presentation. Non-standard, client-requested invoice formats and supporting documentation will be invoiced at \$50.00 per hour plus expenses. A finance charge of 1.5% per month will be payable on past due account balances.

**Project Materials And Equipment:** All project-related expenses, materials, field supplies, equipment charges; premiums for insurance, bonds, and letters of credit required by the client in addition to normal coverage; project-required permits and licenses; etc. will be invoiced at cost plus 15%.

**Project Communication and Shipping Expenses:** A communications charge equal to 3% of professional fees will be charged to cover the cost of incidental telephone, messenger, mail, and shipping charges. The communications charge is applicable to individual charges less than \$50 only. Larger charges will be billed as individual expenses at cost plus 15%.

Travel and Related Expenses: Charges for rental vehicles, meals, travel and lodging will be invoiced at actual cost plus 15%. Company and personal vehicles will be charged at the IRS allowable mileage reimbursement rate. Travel (i.e., hotel and subsistence), if requested, will be charged in accordance with the U.S. General Services Administration (GSA) travel per diem rates for fiscal year in which the expenses are incurred.

Subcontracts: Subcontractor charges will be invoiced at cost plus 15%.

ARCADIS reserves the right to review and re-negotiate fee schedule rates on an annual basis to reflect market condition fluctuations.

Expendables		Unit	Unit Price
<b>REPRODUCTION / OFFICE ITEMS:</b>			
R1	Copies, BW 8.5 x 11	Perpage	0.10
R11X17	Copies, BW 11 x 17	Perpage	0.15
R3	Bindery, Document Materials	Original	11.50
R4	Bindery, Document Materials	Copy	5.50
R5	Bindery Materials, 2" or less	Original	23.50
R6	Bindery Materials, 2" or less	Copy	11.75
R7	Bindery Materials, 2" to 4"	Original	29.00
R8	Bindery Materials, 2" to 4"	Copy	17.50
R100	Copies, Color 8.5 x 11	Perpage	0.75
R101	Copies, Color 11 x 17	Perpage	2.00
R102	Figure Packets	Each	0.75
R103	Book Charge	Each	2.00
R104	CD Packets	Each	0.75
R105	Binders 1"	Each	3.00
R106	Binders 1.5"	Each	2.55
R107	Binders 2"	Each	4.00
R108	Binders 3"	Each	5.50
R109	Tab Dividers	Each	0.50
R110	Laminations	Each	1.00
<b>COMPUTER EQUIPMENT</b>			
C15	Computer, Handheld (PDA)	Day / Week	35.00 / 105.00
C20	Computer, Laptop (out of office use)	Day / Week	50.00 / 150.00

**EXHIBIT "D"**  
**WORK AUTHORIZATION**  
NO. \_\_\_\_\_

This Work Authorization is entered into by and between \_\_\_\_\_ and Fort Ord Reuse Authority (FORA). This Work Authorization incorporates by reference the Environmental Services Cooperative Agreement Long Term Obligations Support Services Professional Service Agreement entered into by the Parties dated \_\_\_\_\_ (Support Services Agreement). The Support Services Agreement is hereby amended and supplemented as follows:

**GENERAL DESCRIPTION OF BASIC SUPPORT SERVICES**

FORA hereby authorizes \_\_\_\_\_ to perform the following general scope of Basic Support Services:

1.2 FORA authorizes \_\_\_\_\_ to provide the Basic Support Services described in this Work Authorization in connection with the following Project or Site(s):

1.3 The above-described Basic Support Services shall be provided by \_\_\_\_\_ in items, as set forth below. (N/A indicates item is not applicable to support services to be provided under this Work Authorization).

**ESCA LINE ITEM NO. 0004 POST CLOSURE MEC FIND ASSESSMENTS SUPPORT SERVICES**

In providing ESCA LINE ITEM NO. 0004 POST CLOSURE MEC FIND ASSESSMENTS SUPPORT SERVICES, \_\_\_\_\_ shall:

Work shall commence within \_\_\_\_\_ calendar days of the effective date of this Work Authorization.

**ESCA LINE ITEM NUMBER 0005, LONG-TERM/LUCS MANAGEMENT SUPPORT SERVICES**

In providing ESCA LINE ITEM NUMBER 0005, LONG-TERM/LUCS MANAGEMENT SUPPORT SERVICES \_\_\_\_\_ shall:

Work shall commence within \_\_\_\_\_ calendar days of the effective date of this Work Authorization.

**ADDITIONAL SUPPORT SERVICES**

The Basic Support Services described above do not include the following Additional Support Services which, upon written request from FORA, will be performed by \_\_\_\_\_ in accordance with the terms of this Work Authorization:

**COMPENSATION FOR SUPPORT SERVICES**

**Lump Sum Method:**

FORA shall pay \_\_\_\_\_ a lump sum fee of \_\_\_\_\_ for Basic Support Services provided under this Work Authorization, which shall be paid by FORA as follows:

In addition to the lump sum fee, costs incurred by \_\_\_\_\_ pursuant to this Work Authorization shall be reimbursed by FORA as follows:

FORA shall pay \_\_\_\_\_ for Additional Services as follows:

Other provisions concerning payment are as follows:

\_\_\_\_\_ fee schedule is attached.

**Time and Material Method:**

FORA shall pay \_\_\_\_\_ for Services as follows:

\_\_\_\_\_ labor hours at the hourly rates specified herein. The hourly rate includes wages, overhead, general and administrative expenses and profit; and

Cost of materials and services incurred by \_\_\_\_\_, times a factor of \_\_\_\_\_.

Invoices of subcontractors retained by \_\_\_\_\_, plus a mark-up of \_\_\_\_\_ percent.

Other provisions concerning payment are as follows:

Then-current standard charges for in-house expenses.

\_\_\_\_\_ current fee schedule is attached.

If the Agreement or Work Authorization contains a "not to exceed" or such other budgetary amount and terms, \_\_\_\_\_ shall be paid for the time and materials, as provided in this paragraph up to the not to exceed amount, plus any increase approved or directed by the FORA.

Payment for services performed in furtherance of the Basic Support Services to be performed shall not exceed \$\_\_\_\_\_, unless otherwise increased as directed by the FORA. \_\_\_\_\_ shall provide notice to the FORA in the event that the forgoing amount will be exceeded to complete or continue the services.

**SCHEDULE FOR SUPPORT SERVICES**

\_\_\_\_\_ shall perform the Basic Support and/or Additional Services described above in accordance with the following schedule:

FORA	
By:	By:
Title:	Title:
Date:	Date:

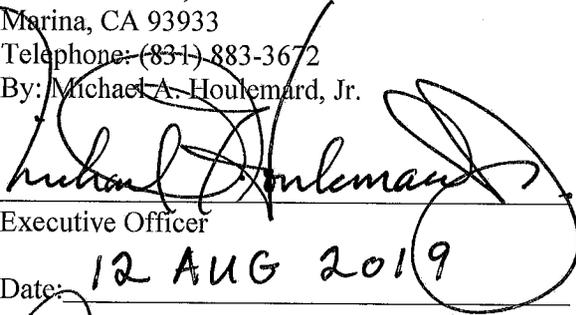
This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between the Fort Ord Reuse Authority, a public corporation of the State of California (hereinafter referred to as "FORA") and Westcliffe Engineers, Inc. (hereinafter referred to as "Consultant").

The parties agree as follows:

1. SCOPE. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with the services described in the scope of work attached as **Exhibit "A"** to this Agreement (the "Services"). The Services will be rendered at the direction of FORA as authorized by FORA's governing body.
2. TERM. Consultant shall commence work under this Agreement effective on July 15, 2019 and will diligently perform the Services under this Agreement until the work as described in **Exhibit "A"** SCOPE OF WORK is complete.
3. PAYMENT TERMS. FORA shall pay Consultant for the Services at the times and in the manner set forth in **Exhibit "B"** GENERAL PROVISIONS and **Exhibit "C"** FEE SCHEDULE AND WORK AUTHORIZATIONS to this Agreement.
4. FACILITIES AND EQUIPMENT. Consultant is not required to use FORA's facilities or equipment for performing the Services. Consultant shall arrange to be physically present at FORA's facilities to provide the Services at least during those days and hours that are reasonably requested by FORA.
5. GENERAL PROVISIONS. The general provisions set forth in **Exhibit "B"** are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
7. COMPENSATION AND OUT OF POCKET EXPENSES. The overall maximum amount of compensation to Consultant for **this Services Agreement is not-to-exceed \$1,328,741.00** including out of pocket expenses. FORA shall, from time to time, prepare and issue Exhibit "D" WORK AUTHORIZATIONS containing the requisite scopes of services as detailed in the Work Authorization, which upon endorsement by both parties, will be made part of this Agreement.

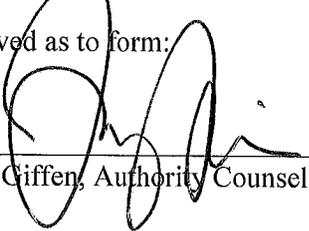
IN WITNESS WHEREOF, FORA and Consultant execute this Agreement as follows:

Fort Ord Reuse Authority  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
Telephone: (831) 883-3672  
By: Michael A. Houlemard, Jr.

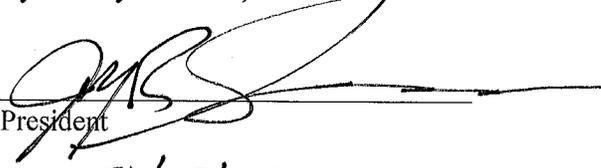
  
Executive Officer

Date: 12 AUG 2019

Approved as to form:

  
Jon R. Giffen, Authority Counsel

Westcliffe Engineers, Inc.  
9571 West Hialeah Place  
Littleton, Colorado 80123  
Telephone: (702) 988-3859  
By: Jeffrey Swanson, P.E.

  
President

Date: 8/13/19

**Exhibit “A”  
SCOPE OF WORK**

**Project Location:**

Former Fort Ord Facility, Monterey County, California

The following Fort Ord United States Army Corps of Engineers (“USACE”) parcels are included within the scope of work; E11b.6.1, E11b.7.1.1, E11b.8, L20.19.1.1, L20.2.1, L5.7, L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.3.1, L20.3.2, F1.7.2, L20.8, S1.3.2, E18.1.1, E18.1.2, E18.1.3, E18.4, E19a.1, E19a.2, E19a.3, E19a.4, E19a.5, E20c.2, L23.2, L20.18, L32.1, E38, E39, E40, E21b.3, E41, E42, E24, E34, E23.1, E23.2, E29.1, L20.13.1.2, L20.13.3.1, and L6.2.

**Environmental Services Cooperative Agreement (“ESCA”) Long-Term Obligations (“LTO”) Support Services Scope of Work and Assumptions:**

The contractor shall perform the professional Consulting Services required under this Agreement until June 30, 2028 in accordance with a standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature in the same geographical regions as the work described in this Agreement and any Work Authorization.

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

The contractor shall have no obligation to commence the Services described in this Agreement and/or any associated Work Authorization until the applicable Work Authorization is fully executed and delivered to FORA and the contractor. Any schedule requirements applicable to contractor Services will be set forth in this Exhibit or Work Authorization.

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

**DESCRIPTION OF SUPPORT SERVICES**

Provision of technical support services will be provided as requested by FORA in support of projects proposed on the ESCA property as reflected in FORA's ESCA Modification P00009, Line Item Number 0004 Post Closure Munitions and Explosives of Concern (“MEC”) Find Assessments and Line Item Number 0005, Long-Term/LUCs Management with the USACE.

The technical services may also be supported by other qualified contractors as requested by or as available to FORA (FORA reserves option to select contractor[s] based on specific experience applicable to the requested service, availability and/or cost efficiency). General services through June 30, 2028, as further described in ESCA Remediation Program (“RP”) Land Use Control Implementation Plan/Operation and Maintenance Plans (“LUCIP/OMPs”) include: (1) MEC find assessment support services; (2) as needed/requested Land Use Controls (“LUC”) management support services; and, (3) as needed/requested long-term management support services.

Support Services must include contractor’s project management prices such as oversight, project set-up, financial management/reporting, invoicing and client coordination.

**ESCA Line Item No. 0004 Post Closure MEC Find Assessments Support Services**

Assumptions: Reimbursable travel is not anticipated for this task but can be provided upon request with a minimum two (2) week notice and paid for by FORA.

MEC find assessment support services include the following components:

- Educational Support – support FORA ESCA LUCIP/OMP outreach program to educate and train jurisdictions, property owners and unexploded ordnance (“UXO”) contractors on the format, procedures and implications of the MEC find assessment process. The educational support services may include a review of lessons learned, assessment form updates and regulatory agency feedback as MEC find assessments are completed. This task includes support to FORA for annual meetings with local jurisdictions, property owners, UXO contractors, property developers and/or outside agencies (such as utility companies) on a Work Authorization/as requested basis.

Assumptions: This effort as requested and detailed in an approved Work Authorization.

- Construction Support Plan (“CSP”) Compliance – as defined in the ESCA LUCIP/OMPs, the MEC find assessment is a required component of CSPs. MEC find assessments are required to be completed by FORA; therefore, the format and procedures for the timely completion of MEC find assessments require close coordination with FORA, the local Army Base Realignment and Closure Office (“BRAC”) office, Environmental Protection Agency (“EPA”) and the Department of Toxic Substances Control (“DTSC”). This compliance support is designed to minimize the MEC find assessment review and completion process and minimize construction/development delays. The compliance support focuses on supporting FORA in efforts to ensure that entities responsible for constructions support plans understand and will provide well-documented and thorough procedures so that the MEC find assessments are adequately completed in a timely manner.

Assumptions: This effort as requested and detailed in an approved Work Authorization. Task does not consist of CSP reviews.

- MEC Assessment Research – support for MEC find assessment include the following research and communication activities:
  - Munitions find debrief with UXO-qualified personnel primarily responsible for initial item inspection, if conducted;
  - Munitions find debrief with military Explosive Ordnance Disposal (“EOD”) personnel or local bomb squad personnel responsible for item disposal;
  - Readily available Military Munitions Response Program database reviews and research on historical military munitions finds at the former Fort Ord;
  - Fort Ord Administrative Record archive search to include online research and one (1) visit to the Fort Ord Administrative Record office located at 4463 Gigling Road, Ord Military Community, Seaside, California per MEC find assessment;
  - Written narrative on research approach, file searches and technical summary supporting the MEC find; and
  - Assist FORA with proposed determination of (1) the probability of encountering additional MEC at the site, (2) the appropriateness of the current level of construction support, and/or, (3) the need for additional MEC investigation or response at the site.

Assumptions: This effort as requested and detailed in an approved Work Authorization. Task for individual MEC item finds consistent with military munitions site history. Multiple item finds in a single area or finds inconsistent with military munitions site history may require additional effort. MEC find assessment do not include munitions debris, range-related debris or small arms ammunition. Reimbursable local travel is anticipated for this task as paid for by FORA. Reimbursable long-distance travel is to be provided upon request with a minimum two-week notice and reimbursed by FORA at a predetermined rate.

- MEC Find Assessment File Maintenance – support FORA on periodic file maintenance (electronic and paper files) for MEC find assessments and related meeting and conference call agendas, notes, action items and correspondence.

Assumptions: This task as requested and detailed in an approved Work Authorization.

- MEC Find Assessment Form Review and Revisions – support FORA on periodic review and/or required revisions to the MEC Finds Assessment form based on lessons learned and feedback from Army BRAC office, EPA and DTSC as MEC find assessments are completed.

Assumptions: This task as requested and detailed in an approved Work Authorization.

- MEC Find Assessment Reporting – support FORA to complete and submit the required MEC find assessment within twenty (20) days of a MEC find. The find assessment includes (1) proposed determination of the probability of encountering additional MEC at the site, (2) proposed determination of the current level of construction support as appropriate, and (3) recommendation for additional MEC investigation or response at the site, if any. The MEC find will be documented on the FORA MEC Finds Assessment form and will be submitted with required attachments to the Army, EPA and DTSC. Support for MEC find assessment reporting include the following:
  - MEC find notifications to EPA, DTSC and Army;
  - MEC find assessment submittals (distribution list provided on form);
  - Additional investigation results submittal;
  - MEC incidental finds form submittal to Army; and
  - Form and/or procedure update transmittals to Army, EPA and DTSC.

Assumptions: This task as requested and detailed in an approved Work Authorization.

#### **ESCA Line Item Number 0005, Long-Term/LUCs Management**

Assumptions: Long-Term/LUC management support services have been identified for FORA contract support staff at estimated total hours, portions of which can be allocated to this technical services support team as requested and detailed in an approved Work Authorization under this professional Consulting Services contract to support FORA in the event FORA staff are temporarily unavailable. Reimbursable travel is not anticipated for this task but can be provided upon request with a minimum two (2) week notice and paid for by FORA.

LUC management support services include:

- Annual LUC Status Report – support includes compiling and reviewing reporting material from jurisdictions, such as munitions recognition and safety training statistics, training material status, construction support level statistics and plan compliance status (approved CSP amendments and up-to-date after action reporting) and summary of previous years development projects.

Assumptions: Activity does not include support services for property transfer, deeds or development projects.

- Training Materials – support includes maintaining training materials and records with the jurisdictions, tracking training violations and corrective actions with the jurisdictions.

Assumptions: N/A

- Web-Based Materials and Hosting Service – support includes training video updates, video maintenance and repairs as well as hosting services to ensure training is easily accessible and available.

Assumptions: N/A

- Agency LUC Reporting – support includes miscellaneous correspondence and reporting to Army, EPA and DTSC on MEC-related data identified during incidental finds and construction support, munitions training, construction support updates, additional required munitions response and/or investigation resulting from find assessments and residential use restriction compliance.

Assumptions: Activity does not include miscellaneous correspondence and reporting to Army, EPA and DTSC on property transfers.

- Jurisdiction and Property Owner Compliance – support services include monitoring deeds, jurisdictions and property owners for compliance with long-term requirements for LUC monitoring and reporting, LUCIP/OMP ineffectiveness, property conveyance notification, LUC enforcement, activities inconsistent with LUCs and management measures and implemented corrective actions for effectiveness.

Assumptions: N/A

### **Support Services Request for Proposal (“RFP”) Exclusions:**

1. LUCIP/OMP revisions and updates.
2. LUCIP/OMP restriction modification requests.
3. Record of Decision (“ROD”) Amendments and Explanations of Significant Differences.
4. Comprehensive Environmental Response, Compensation and Liability Act Five-Year Review Support (years 2022 and 2027).

### **Fee Basis and Compensation for Services**

Compensation for services will be based upon **Exhibit “C,”** a negotiated maximum-amount-not-to-exceed-fee agreed between FORA and Consultant, itemized in accordance with the level of effort breakdown set forth in the work orders negotiated and developed by FORA and Consultant.

### **Additional Services**

As requested by FORA, the Consultant shall perform, furnish, or obtain from others Additional Services and shall be compensated as provided in this Agreement.

Additional Services shall be performed only after execution of a written amendment, supplement or change order to this Agreement and/or its accompanying work orders, authorizing and defining such services.

### **Compensation for Services and Method of Payment**

**Compensation.** FORA shall pay the Consultant a maximum-amount-not-to-exceed-fee for the comprehensive services as shall be described and scheduled in work orders and their accompanying Agreement amendments that shall be made part of this Agreement. Monthly invoices shall be submitted based on fees quoted for work completed and the Consultant’s schedule for hourly rates and other services, as shall be defined in the approved Agreement amendments.

**Renegotiation.** On the conditions that FORA, through FORA’s modification of the Consultant’s work schedule or through delays in the progress of the work, which are beyond the control of the Consultant, causes the Time of Performance schedule to be exceeded, the Consultant may request renegotiation of fees for work performed in times exceeding the schedule. Consultant’s request shall be in writing to FORA.

**Time of Performance.** The services of the Consultant will begin upon issuance of the first work order and its associated Agreement amendment. The first work order, and all subsequent work orders shall be specific to Time of Performance of services.

**Duration of Agreement.** This Agreement shall remain valid until July 1, 2028 from the day and year first written above. FORA, at its sole discretion, may extend the duration of this Agreement by written Agreement amendment.

### **Consultant's Responsibilities**

Consultant shall use its professional efforts and agrees that its services shall be performed with due diligence in accordance with generally accepted professional practices, but makes no other warranty either expressed or implied.

Consultant understands that FORA may retain the services of other professional consultants to accomplish the requirements of its programs and projects.

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to FORA for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant, termination of this Agreement or completion of all services required by this Agreement, pursuant to this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by FORA's General Counsel and no cost to FORA. Copies of such documents shall be provided for inspection. The records shall be available at Consultant's address indicated for receipt of notices on page one of this agreement.

Where FORA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, FORA may, by written request of the above-named officer, require that custody of the records be given to FORA at no cost to FORA and that the records and documents be maintained by FORA. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives or Consultant's successor-in-interests.

### **FORA's Responsibilities**

FORA shall provide all reasonably available information including reports, preliminary plans, maps, surveys and other related information regarding requirements for its programs and projects.

FORA shall designate a representative who shall have authority within limits of existing FORA policy and the requirements of the law to render decisions promptly and furnish information expeditiously.

## Exhibit "B"

### GENERAL PROVISIONS

1. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of FORA. FORA shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement.
2. TIME. Consultant shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. INSURANCE.
  - a. As an additional obligation under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall obtain from its Insurer an endorsement to the Insurance Policy adding FORA as an additional insured under the Insurance Policy, so that FORA is covered to the same scope and extent as Consultant. As a further condition precedent, Consultant shall furnish a copy of the endorsement to FORA prior to the inception of this Agreement.
    - 1) COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY INSURANCE: Consultant shall maintain insurance on an occurrence basis, covering work done or to be done by or on behalf of Consultant and providing insurance for bodily injury, personal injury, property damage and contractual liability. The aggregate limit shall apply separately to the work Limits of Liability:

\$2,000,000.00 General Aggregate  
\$1,000,000.00 Each Occurrence-combined single limit for bodily injury and property damage
    - 2) WORKER'S COMPENSATION INSURANCE. Consultant is obligated under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall carry Workman's Compensation Insurance; including Employers Liability limits of \$1,000,000.00 and other limits as required under California law. As a further condition precedent, Consultant shall furnish a Declaration of coverage to FORA prior to the inception of this Agreement.
    - 3) MOTOR VEHICLE INSURANCE. Consultant shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00/\$2,000,000.00.
    - 4) ERRORS AND OMISSIONS INSURANCE: Consultant shall maintain insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of Consultant and providing insurance for errors and omissions in the amount of \$1,000,000.00 each occurrence or Consultant shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate and certification of coverage shall be submitted to FORA upon signing of this Agreement. If the total contract amount exceeds \$1,000,000.00, Consultant shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.
  - b. Consultant shall submit to FORA certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancelation of coverage without thirty (30) days written notice to FORA. Renewal certifications and endorsements shall be timely filed by Consultant for all coverage until the work is accepted as complete. FORA reserve the right to require Consultant to furnish FORA complete, certified copies of all required insurance policies. Consultant shall notify FORA in writing of any material change in insurance coverage.

4. CONSULTANT NO AGENT. Except as FORA may specify in writing, Consultant shall have no authority, express or implied to act on behalf of FORA in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.
5. ASSIGNMENT. FORA may assign its rights and obligations under this Agreement to a successor entity. Consultant shall not assign any right or obligation under this Agreement without first obtaining the written consent of FORA.
6. PERSONNEL. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at any time during the term of this Agreement desires the removal of any person or persons assigned by Consultant, Consultant shall remove any such person immediately upon receiving notice from FORA of the desire for FORA for the removal of such person or person.
7. STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices Consultant's profession. All products and services of whatsoever nature, which Consultant delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in Consultant's profession. FORA shall be the sole judge as to whether the product or services of the Consultant are satisfactory but shall not unreasonably withhold its approval.
8. CANCELLATION OF Agreement. Either party may cancel this Agreement at any time for its convenience, upon written notification. Consultant shall be entitled to receive full payment for all work performed and all costs incurred through the date of termination and Consultant shall be entitled to no further compensation for work performed after the date of any written notice to cease work
9. PRODUCTS OF CONTRACTING. All completed work products of the Consultant, once accepted, shall be the property of FORA, and shall not be used in any manner by Consultant unless authorized in writing by FORA.
10. INDEMNIFY AND HOLD HARMLESS. Consultant shall indemnify, defend and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the Consultant or any person directly or indirectly employed by or acting as agent for Consultant in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under the indemnification and hold harmless clause.

Notwithstanding any other provision of these General Terms and Conditions, and unless a higher limit of liability is expressly provided elsewhere in this Agreement in a provision making specific reference to this Article 18, Consultant's total liability to FORA for any loss or damage from claims under, arising out of or in connection with this Agreement from any cause, matter or event, including but not limited to Consultant's strict liability, breach of contract, tort or professional negligence, errors or omissions and/or any other basis, shall not exceed the proceeds, if any, available from Consultant's liability insurance as specified in this agreement hereof. FORA hereby releases Consultant from any liability exceeding such limited amount. In no event shall either Party be liable to the other for special, indirect, punitive, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

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

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

13. PAYMENT TERMS. Consultant shall invoice FORA for Services in accordance with Consultant's standard invoicing practices. Consultant to invoice FORA for deliverables completed according to **Exhibit "A."**

If FORA reasonably objects to any portion of an invoice, FORA shall provide written notification to Consultant of FORA's objection and the basis for such objection within thirty (30) days of the date of receipt of the invoice and the parties immediately shall make every effort to settle the disputed portion of the invoice. The undisputed portion shall be paid within ninety (90) days of receipt. If payment of undisputed invoices by FORA is not maintained on a current basis, Consultant may, after giving seven (7) days written notice to FORA, suspend further performance until such payment is restored to a current basis.

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

14. GOVERNING LAW. The laws of the State in which the Services are provided shall govern this Agreement and the legal relations of the parties.

15. COMPLIANCE WITH LAW. Consultant and FORA will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief; apply to their respective obligations under this Agreement.

16. SUBJECT TO AUDIT. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California for a period of three (3) years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

17. DRUG FREE WORKPLACE. Consultant hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, Consultant shall:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession; or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) Consultant's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs; and
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

18. DISABLED VETERANS. Responsive to direction from the State Legislature (Public Contract Code Section 10115 et seq.), FORA is seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Consultant shall inform FORA of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.

19. PUBLIC BENEFITS QUALIFICATIONS. If Consultant is a natural person, Consultant certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.

20. SHAREHOLDER PROTECTION ACT. If Consultant is a corporation, Consultant certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286 et seq.).

21. MISCELLANEOUS.

- a. Any deductible under any policy of insurance required by this Agreement shall be Consultant's liability. Acceptance of certificates of insurance by FORA shall not limit Consultant's liability under this Agreement. In the event Consultant does not comply with these insurance requirements, FORA may, at its option, provide insurance coverage to protect FORA, Consultant shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from Consultant, FORA may pay for the insurance from sums otherwise due Consultant.
- b. If FORA is damaged by the failure of Consultant to provide or maintain the required insurance, Consultant shall pay FORA for all such damages.
- c. Consultant's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

**EXHIBIT "C"**  
**FEE SCHEDULE AND WORK AUTHORIZATIONS**

The Westcliffe Engineers, Inc. proposal for ESCA LTO Support Services Scope of Work (**Exhibit "B"**) with Fee Schedule dated June 12, 2019 (**Exhibit "C"**); attached. The proposal's work will be authorized through WORK AUTHORIZATIONS (**Exhibit "D"**) containing the requisite scopes of services as detailed in the Work Authorization, which, upon endorsement by both parties, will be made part of this Agreement.

**Westcliffe Engineers, Inc.**

9571 West Hinkleb Place  
Littleton, Colorado 80123  
720-988-3859

June 12, 2019

Mr. Stan Cook  
Fort Ord Reuse Authority  
920 2<sup>nd</sup> Ave., Suite A  
Marina, CA 93933

Via email: [stan@fora.org](mailto:stan@fora.org)

Re: Proposal for Long-Term Obligations Support Services, Munitions Remediation Program,  
Environmental Services Cooperative Agreement

Dear Mr. Cook:

Thank you for the opportunity to continue working with you and the Fort Ord Reuse Authority ("FORA") on this important effort to provide Long-Term Obligation ("LTO") Support Services associated with the military munitions remediation program on the Environmental Services Cooperative Agreement ("ESCA") parcels.

Westcliffe Engineers, Inc. ("Westcliffe") has developed a long and successful working relationship with FORA, the Regulators, the impacted jurisdictions, local stakeholders and the Army during ESCA Remediation Program implementation. We have a unique understanding of the ESCA parcels and associated documents, including the Land Use Controls Implementation Plans/Operation and Maintenance Plans (LUCIP/OMPs) and FORA's obligations to provide LTO support services.

Per your request, Westcliffe is pleased to present FORA with our proposal to provide professional consulting services to support FORA's LTO Support Services. LTO Support Services to be provided generally include: (1) MEC find assessment support services; (2) LUC management support services; and (3) long-term management support services. Westcliffe services to be performed under this proposal will be more fully described in specific detail in individual Work Authorizations to be approved by FORA and Westcliffe. Support Services under this proposal may be authorized and performed on a Lump Sum Method or Time and Materials Method as best fits the situation for specific tasks. Westcliffe proposed rate schedule is provided as Attachment A.

Westcliffe is excited to offer this proposal for LTO Support Services in support of FORA. If you have any questions or need additional information, please contact me at 720-988-3859.

Sincerely,



Jeffrey R. Swanson, P.E.  
President  
Westcliffe Engineers, Inc.  
[jswanson@westcliffe-engineers.com](mailto:jswanson@westcliffe-engineers.com)

# Westcliffe Engineers, Inc.

9571 West Hialeah Place  
Littleton, Colorado 80123  
720-988-3859

## Attachment A

### HOURLY RATE SCHEDULE 2019

<u>Category</u>	<u>Hourly Rate<sup>(1)</sup></u>
Regulatory Principal	\$264.00
Public Relations Specialist	\$258.00
Graphic Artist / Design	\$ 90.00

#### Reimbursables<sup>(2)</sup>

Direct reimbursable expenses are charged at Westcliffe cost, plus 10%.  
These expenses may include, but are not limited to: subconsultants, reproduction, postage, and travel. Travel will be charged per current Federal rates.

#### Notes:

- (1) Hourly Rates are effective through 12/31/19 and escalate at 2.0% per year thereafter.
- (2) Reimbursable travel and other direct reimbursables provided upon FORA request and authorization.

**EXHIBIT "D"**  
**WORK AUTHORIZATION**  
**NO. \_\_\_\_\_**

This Work Authorization is entered into by and between \_\_\_\_\_ and Fort Ord Reuse Authority (FORA). This Work Authorization incorporates by reference the Environmental Services Cooperative Agreement Long Term Obligations Support Services Professional Service Agreement entered into by the Parties dated \_\_\_\_\_ (Support Services Agreement). The Support Services Agreement is hereby amended and supplemented as follows:

**GENERAL DESCRIPTION OF BASIC SUPPORT SERVICES**

FORA hereby authorizes \_\_\_\_\_ to perform the following general scope of Basic Support Services:

1.2 FORA authorizes \_\_\_\_\_ to provide the Basic Support Services described in this Work Authorization in connection with the following Project or Site(s):

1.3 The above-described Basic Support Services shall be provided by \_\_\_\_\_ in items, as set forth below. (N/A indicates item is not applicable to support services to be provided under this Work Authorization).

**ESCA LINE ITEM NO. 0004 POST CLOSURE MEC FIND ASSESSMENTS SUPPORT SERVICES**

In providing ESCA LINE ITEM NO. 0004 POST CLOSURE MEC FIND ASSESSMENTS SUPPORT SERVICES, \_\_\_\_\_ shall:

Work shall commence within \_\_\_\_\_ calendar days of the effective date of this Work Authorization.

**ESCA LINE ITEM NUMBER 0005, LONG-TERM/LUCS MANAGEMENT SUPPORT SERVICES**

In providing ESCA LINE ITEM NUMBER 0005, LONG-TERM/LUCS MANAGEMENT SUPPORT SERVICES \_\_\_\_\_ shall:

Work shall commence within \_\_\_\_\_ calendar days of the effective date of this Work Authorization.

**ADDITIONAL SUPPORT SERVICES**

The Basic Support Services described above do not include the following Additional Support Services which, upon written request from FORA, will be performed by \_\_\_\_\_ in accordance with the terms of this Work Authorization:

**COMPENSATION FOR SUPPORT SERVICES**

**Lump Sum Method:**

FORA shall pay \_\_\_\_\_ a lump sum fee of \_\_\_\_\_ for Basic Support Services provided under this Work Authorization, which shall be paid by FORA as follows:

In addition to the lump sum fee, costs incurred by \_\_\_\_\_ pursuant to this Work Authorization shall be reimbursed by FORA as follows:

FORA shall pay \_\_\_\_\_ for Additional Services as follows:

Other provisions concerning payment are as follows:

\_\_\_\_\_ fee schedule is attached.

**Time and Material Method:**

FORA shall pay \_\_\_\_\_ for Services as follows:

\_\_\_\_\_ labor hours at the hourly rates specified herein. The hourly rate includes wages, overhead, general and administrative expenses and profit; and

Cost of materials and services incurred by \_\_\_\_\_, times a factor of \_\_\_\_\_.

Invoices of subcontractors retained by \_\_\_\_\_, plus a mark-up of \_\_\_\_\_ percent.

Other provisions concerning payment are as follows:

Then-current standard charges for in-house expenses.

\_\_\_\_\_ current fee schedule is attached.

If the Agreement or Work Authorization contains a "not to exceed" or such other budgetary amount and terms, \_\_\_\_\_ shall be paid for the time and materials, as provided in this paragraph up to the not to exceed amount, plus any increase approved or directed by the FORA.

Payment for services performed in furtherance of the Basic Support Services to be performed shall not exceed \$\_\_\_\_\_, unless otherwise increased as directed by the FORA. \_\_\_\_\_ shall provide notice to the FORA in the event that the forgoing amount will be exceeded to complete or continue the services.

**SCHEDULE FOR SUPPORT SERVICES**

\_\_\_\_\_ shall perform the Basic Support and/or Additional Services described above in accordance with the following schedule:

FORA	
By:	By:
Title:	Title:
Date:	Date:

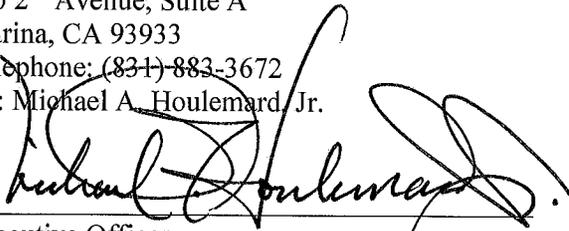
This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between the Fort Ord Reuse Authority, a public corporation of the State of California (hereinafter referred to as "FORA") and Weston Solutions, Inc. (hereinafter referred to as "Consultant").

The parties agree as follows:

1. SCOPE. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with the services described in the scope of work attached as **Exhibit "A"** to this Agreement (the "Services"). The Services will be rendered at the direction of FORA as authorized by FORA's governing body.
2. TERM. Consultant shall commence work under this Agreement effective on July 15, 2019 and will diligently perform the Services under this Agreement until the work as described in **Exhibit "A"** SCOPE OF WORK is complete.
3. PAYMENT TERMS. FORA shall pay Consultant for the Services at the times and in the manner set forth in **Exhibit "B"** GENERAL PROVISIONS and **Exhibit "C"** FEE SCHEDULE AND WORK AUTHORIZATIONS to this Agreement.
4. FACILITIES AND EQUIPMENT. Consultant is not required to use FORA's facilities or equipment for performing the Services. Consultant shall arrange to be physically present at FORA's facilities to provide the Services at least during those days and hours that are reasonably requested by FORA.
5. GENERAL PROVISIONS. The general provisions set forth in **Exhibit "B"** are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
7. COMPENSATION AND OUT OF POCKET EXPENSES. The overall maximum amount of compensation to Consultant for **this Services Agreement is not-to-exceed \$1,328,741.00** including out of pocket expenses. FORA shall, from time to time, prepare and issue Exhibit "D" WORK AUTHORIZATIONS containing the requisite scopes of services as detailed in the Work Authorization, which upon endorsement by both parties, will be made part of this Agreement.

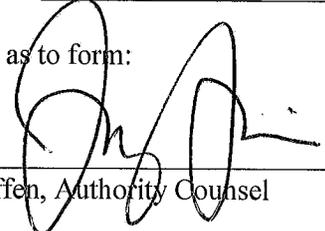
IN WITNESS WHEREOF, FORA and Consultant execute this Agreement as follows:

Fort Ord Reuse Authority  
920 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
Telephone: (831)-883-3672  
By: Michael A. Houlemard, Jr.

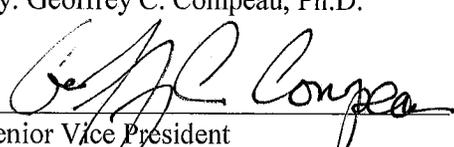
  
Executive Officer

Date: 12 AUG 2019

Approved as to form:

  
Jon R. Giffen, Authority Counsel

Weston Solutions, Inc.  
2300 Clayton Road, Suite 900  
Concord, CA 94520  
Telephone: (206) 915-4144  
By: Geoffrey C. Compeau, Ph.D.

  
Senior Vice President

Date: AUGUST 12, 2019

**Exhibit "A"**  
**SCOPE OF WORK**

**Project Location:**

Former Fort Ord Facility, Monterey County, California

The following Fort Ord United States Army Corps of Engineers ("USACE") parcels are included within the scope of work; E11b.6.1, E11b.7.1.1, E11b.8, L20.19.1.1, L20.2.1, L5.7, L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.3.1, L20.3.2, F1.7.2, L20.8, S1.3.2, E18.1.1, E18.1.2, E18.1.3, E18.4, E19a.1, E19a.2, E19a.3, E19a.4, E19a.5, E20c.2, L23.2, L20.18, L32.1, E38, E39, E40, E21b.3, E41, E42, E24, E34, E23.1, E23.2, E29.1, L20.13.1.2, L20.13.3.1, and L6.2.

**Environmental Services Cooperative Agreement ("ESCA") Long-Term Obligations ("LTO") Support Services Scope of Work and Assumptions:**

The contractor shall perform the professional Consulting Services required under this Agreement until June 30, 2028 in accordance with a standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature in the same geographical regions as the work described in this Agreement and any Work Authorization.

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

The contractor shall have no obligation to commence the Services described in this Agreement and/or any associated Work Authorization until the applicable Work Authorization is fully executed and delivered to FORA and the contractor. Any schedule requirements applicable to contractor Services will be set forth in this Exhibit or Work Authorization.

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

**DESCRIPTION OF SUPPORT SERVICES**

Provision of technical support services will be provided as requested by FORA in support of projects proposed on the ESCA property as reflected in FORA's ESCA Modification P00009, Line Item Number 0004 Post Closure Munitions and Explosives of Concern ("MEC") Find Assessments and Line Item Number 0005, Long-Term/LUCs Management with the USACE.

The technical services may also be supported by other qualified contractors as requested by or as available to FORA (FORA reserves option to select contractor[s] based on specific experience applicable to the requested service, availability and/or cost efficiency). General services through June 30, 2028, as further described in ESCA Remediation Program ("RP") Land Use Control Implementation Plan/Operation and Maintenance Plans ("LUCIP/OMPs") include: (1) MEC find assessment support services; (2) as needed/requested Land Use Controls ("LUC") management support services; and, (3) as needed/requested long-term management support services.

Support Services must include contractor's project management prices such as oversight, project set-up, financial management/reporting, invoicing and client coordination.

**ESCA Line Item No. 0004 Post Closure MEC Find Assessments Support Services**

Assumptions: Reimbursable travel is not anticipated for this task but can be provided upon request with a minimum two (2) week notice and paid for by FORA.

MEC find assessment support services include the following components:

- Educational Support – support FORA ESCA LUCIP/OMP outreach program to educate and train jurisdictions, property owners and unexploded ordnance (“UXO”) contractors on the format, procedures and implications of the MEC find assessment process. The educational support services may include a review of lessons learned, assessment form updates and regulatory agency feedback as MEC find assessments are completed. This task includes support to FORA for annual meetings with local jurisdictions, property owners, UXO contractors, property developers and/or outside agencies (such as utility companies) on a Work Authorization/as requested basis.

Assumptions: This effort as requested and detailed in an approved Work Authorization.

- Construction Support Plan (“CSP”) Compliance – as defined in the ESCA LUCIP/OMPs, the MEC find assessment is a required component of CSPs. MEC find assessments are required to be completed by FORA; therefore, the format and procedures for the timely completion of MEC find assessments require close coordination with FORA, the local Army Base Realignment and Closure Office (“BRAC”) office, Environmental Protection Agency (“EPA”) and the Department of Toxic Substances Control (“DTSC”). This compliance support is designed to minimize the MEC find assessment review and completion process and minimize construction/development delays. The compliance support focuses on supporting FORA in efforts to ensure that entities responsible for constructions support plans understand and will provide well-documented and thorough procedures so that the MEC find assessments are adequately completed in a timely manner.

Assumptions: This effort as requested and detailed in an approved Work Authorization. Task does not consist of CSP reviews.

- MEC Assessment Research – support for MEC find assessment include the following research and communication activities:
  - Munitions find debrief with UXO-qualified personnel primarily responsible for initial item inspection, if conducted;
  - Munitions find debrief with military Explosive Ordnance Disposal (“EOD”) personnel or local bomb squad personnel responsible for item disposal;
  - Readily available Military Munitions Response Program database reviews and research on historical military munitions finds at the former Fort Ord;
  - Fort Ord Administrative Record archive search to include online research and one (1) visit to the Fort Ord Administrative Record office located at 4463 Gigling Road, Ord Military Community, Seaside, California per MEC find assessment;
  - Written narrative on research approach, file searches and technical summary supporting the MEC find; and
  - Assist FORA with proposed determination of (1) the probability of encountering additional MEC at the site, (2) the appropriateness of the current level of construction support, and/or, (3) the need for additional MEC investigation or response at the site.

Assumptions: This effort as requested and detailed in an approved Work Authorization. Task for individual MEC item finds consistent with military munitions site history. Multiple item finds in a single area or finds inconsistent with military munitions site history may require additional effort. MEC find assessment do not include munitions debris, range-related debris or small arms ammunition. Reimbursable local travel is anticipated for this task as paid for by FORA. Reimbursable long-distance travel is to be provided upon request with a minimum two-week notice and reimbursed by FORA at a predetermined rate.

- MEC Find Assessment File Maintenance – support FORA on periodic file maintenance (electronic and paper files) for MEC find assessments and related meeting and conference call agendas, notes, action items and correspondence.

Assumptions: This task as requested and detailed in an approved Work Authorization.

- MEC Find Assessment Form Review and Revisions – support FORA on periodic review and/or required revisions to the MEC Finds Assessment form based on lessons learned and feedback from Army BRAC office, EPA and DTSC as MEC find assessments are completed.

Assumptions: This task as requested and detailed in an approved Work Authorization.

- MEC Find Assessment Reporting – support FORA to complete and submit the required MEC find assessment within twenty (20) days of a MEC find. The find assessment includes (1) proposed determination of the probability of encountering additional MEC at the site, (2) proposed determination of the current level of construction support as appropriate, and (3) recommendation for additional MEC investigation or response at the site, if any. The MEC find will be documented on the FORA MEC Finds Assessment form and will submitted with required attachments to the Army, EPA and DTSC. Support for MEC find assessment reporting include the following:
  - MEC find notifications to EPA, DTSC and Army;
  - MEC find assessment submittals (distribution list provided on form);
  - Additional investigation results submittal;
  - MEC incidental finds form submittal to Army; and
  - Form and/or procedure update transmittals to Army, EPA and DTSC.

Assumptions: This task as requested and detailed in an approved Work Authorization.

### **ESCA Line Item Number 0005, Long-Term/LUCs Management**

Assumptions: Long-Term/LUC management support services have been identified for FORA contract support staff at estimated total hours, portions of which can be allocated to this technical services support team as requested and detailed in an approved Work Authorization under this professional Consulting Services contract to support FORA in the event FORA staff are temporarily unavailable. Reimbursable travel is not anticipated for this task but can be provided upon request with a minimum two (2) week notice and paid for by FORA.

LUC management support services include:

- Annual LUC Status Report – support includes compiling and reviewing reporting material from jurisdictions, such as munitions recognition and safety training statistics, training material status, construction support level statistics and plan compliance status (approved CSP amendments and up-to-date after action reporting) and summary of previous years development projects.

Assumptions: Activity does not include support services for property transfer, deeds or development projects.

- Training Materials – support includes maintaining training materials and records with the jurisdictions, tracking training violations and corrective actions with the jurisdictions.

Assumptions: N/A

- Web-Based Materials and Hosting Service – support includes training video updates, video maintenance and repairs as well as hosting services to ensure training is easily accessible and available.

Assumptions: N/A

- Agency LUC Reporting – support includes miscellaneous correspondence and reporting to Army, EPA and DTSC on MEC-related data identified during incidental finds and construction support, munitions training, construction support updates, additional required munitions response and/or investigation resulting from find assessments and residential use restriction compliance.

Assumptions: Activity does not include miscellaneous correspondence and reporting to Army, EPA and DTSC on property transfers.

- Jurisdiction and Property Owner Compliance – support services include monitoring deeds, jurisdictions and property owners for compliance with long-term requirements for LUC monitoring and reporting, LUCIP/OMP ineffectiveness, property conveyance notification, LUC enforcement, activities inconsistent with LUCs and management measures and implemented corrective actions for effectiveness.

Assumptions: N/A

### **Support Services Request for Proposal (“RFP”) Exclusions:**

1. LUCIP/OMP revisions and updates.
2. LUCIP/OMP restriction modification requests.
3. Record of Decision (“ROD”) Amendments and Explanations of Significant Differences.
4. Comprehensive Environmental Response, Compensation and Liability Act Five-Year Review Support (years 2022 and 2027).

### **Fee Basis and Compensation for Services**

Compensation for services will be based upon **Exhibit “C,”** a negotiated maximum-amount-not-to-exceed-fee agreed between FORA and Consultant, itemized in accordance with the level of effort breakdown set forth in the work orders negotiated and developed by FORA and Consultant.

### **Additional Services**

As requested by FORA, the Consultant shall perform, furnish, or obtain from others Additional Services and shall be compensated as provided in this Agreement.

Additional Services shall be performed only after execution of a written amendment, supplement or change order to this Agreement and/or its accompanying work orders, authorizing and defining such services.

### **Compensation for Services and Method of Payment**

**Compensation.** FORA shall pay the Consultant a maximum-amount-not-to-exceed-fee for the comprehensive services as shall be described and scheduled in work orders and their accompanying Agreement amendments that shall be made part of this Agreement. Monthly invoices shall be submitted based on fees quoted for work completed and the Consultant’s schedule for hourly rates and other services, as shall be defined in the approved Agreement amendments.

**Renegotiation.** On the conditions that FORA, through FORA’s modification of the Consultant’s work schedule or through delays in the progress of the work, which are beyond the control of the Consultant, causes the Time of Performance schedule to be exceeded, the Consultant may request renegotiation of fees for work performed in times exceeding the schedule. Consultant’s request shall be in writing to FORA.

**Time of Performance.** The services of the Consultant will begin upon issuance of the first work order and its associated Agreement amendment. The first work order, and all subsequent work orders shall be specific to Time of Performance of services.

**Duration of Agreement.** This Agreement shall remain valid until July 1, 2028 from the day and year first written above. FORA, at its sole discretion, may extend the duration of this Agreement by written Agreement amendment.

### **Consultant's Responsibilities**

Consultant shall use its professional efforts and agrees that its services shall be performed with due diligence in accordance with generally accepted professional practices, but makes no other warranty either expressed or implied.

Consultant understands that FORA may retain the services of other professional consultants to accomplish the requirements of its programs and projects.

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to FORA for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant, termination of this Agreement or completion of all services required by this Agreement, pursuant to this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by FORA's General Counsel and no cost to FORA. Copies of such documents shall be provided for inspection. The records shall be available at Consultant's address indicated for receipt of notices on page one of this agreement.

Where FORA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, FORA may, by written request of the above-named officer, require that custody of the records be given to FORA at no cost to FORA and that the records and documents be maintained by FORA. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives or Consultant's successor-in-interests.

### **FORA's Responsibilities**

FORA shall provide all reasonably available information including reports, preliminary plans, maps, surveys and other related information regarding requirements for its programs and projects.

FORA shall designate a representative who shall have authority within limits of existing FORA policy and the requirements of the law to render decisions promptly and furnish information expeditiously.

## Exhibit "B"

### GENERAL PROVISIONS

1. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of FORA. FORA shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement.
2. TIME. Consultant shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. INSURANCE.
  - a. As an additional obligation under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall obtain from its Insurer an endorsement to the Insurance Policy adding FORA as an additional insured under the Insurance Policy, so that FORA is covered to the same scope and extent as Consultant. As a further condition precedent, Consultant shall furnish a copy of the endorsement to FORA prior to the inception of this Agreement.
    - 1) COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY INSURANCE: Consultant shall maintain insurance on an occurrence basis, covering work done or to be done by or on behalf of Consultant and providing insurance for bodily injury, personal injury, property damage and contractual liability. The aggregate limit shall apply separately to the work Limits of Liability:  

\$2,000,000.00 General Aggregate  
\$1,000,000.00 Each Occurrence-combined single limit for bodily injury and property damage
    - 2) WORKER'S COMPENSATION INSURANCE. Consultant is obligated under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall carry Workman's Compensation Insurance; including Employers Liability limits of \$1,000,000.00 and other limits as required under California law. As a further condition precedent, Consultant shall furnish a Declaration of coverage to FORA prior to the inception of this Agreement.
    - 3) MOTOR VEHICLE INSURANCE. Consultant shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00/\$2,000,000.00.
    - 4) ERRORS AND OMISSIONS INSURANCE: Consultant shall maintain insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of Consultant and providing insurance for errors and omissions in the amount of \$1,000,000.00 each occurrence or Consultant shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate and certification of coverage shall be submitted to FORA upon signing of this Agreement. If the total contract amount exceeds \$1,000,000.00, Consultant shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.
  - b. Consultant shall submit to FORA certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancelation of coverage without thirty (30) days written notice to FORA. Renewal certifications and endorsements shall be timely filed by Consultant for all coverage until the work is accepted as complete. FORA reserve the right to require Consultant to furnish FORA complete, certified copies of all required insurance policies. Consultant shall notify FORA in writing of any material change in insurance coverage.

4. CONSULTANT NO AGENT. Except as FORA may specify in writing, Consultant shall have no authority, express or implied to act on behalf of FORA in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.
5. ASSIGNMENT. FORA may assign its rights and obligations under this Agreement to a successor entity. Consultant shall not assign any right or obligation under this Agreement without first obtaining the written consent of FORA.
6. PERSONNEL. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at any time during the term of this Agreement desires the removal of any person or persons assigned by Consultant, Consultant shall remove any such person immediately upon receiving notice from FORA of the desire for FORA for the removal of such person or person.
7. STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices Consultant's profession. All products and services of whatsoever nature, which Consultant delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in Consultant's profession. FORA shall be the sole judge as to whether the product or services of the Consultant are satisfactory but shall not unreasonably withhold its approval.
8. CANCELLATION OF Agreement. Either party may cancel this Agreement at any time for its convenience, upon written notification. Consultant shall be entitled to receive full payment for all work performed and all costs incurred through the date of termination and Consultant shall be entitled to no further compensation for work performed after the date of any written notice to cease work
9. PRODUCTS OF CONTRACTING. All completed work products of the Consultant, once accepted, shall be the property of FORA, and shall not be used in any manner by Consultant unless authorized in writing by FORA.
10. INDEMNIFY AND HOLD HARMLESS. Consultant shall indemnify, defend and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the Consultant or any person directly or indirectly employed by or acting as agent for Consultant in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under the indemnification and hold harmless clause.

Notwithstanding any other provision of these General Terms and Conditions, and unless a higher limit of liability is expressly provided elsewhere in this Agreement in a provision making specific reference to this Article 18, Consultant's total liability to FORA for any loss or damage from claims under, arising out of or in connection with this Agreement from any cause, matter or event, including but not limited to Consultant's strict liability, breach of contract, tort or professional negligence, errors or omissions and/or any other basis, shall not exceed the proceeds, if any, available from Consultant's liability insurance as specified in this agreement hereof. FORA hereby releases Consultant from any liability exceeding such limited amount. In no event shall either Party be liable to the other for special, indirect, punitive, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

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

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

13. PAYMENT TERMS. Consultant shall invoice FORA for Services in accordance with Consultant's standard invoicing practices. Consultant to invoice FORA for deliverables completed according to **Exhibit "A."**

If FORA reasonably objects to any portion of an invoice, FORA shall provide written notification to Consultant of FORA's objection and the basis for such objection within thirty (30) days of the date of receipt of the invoice and the parties immediately shall make every effort to settle the disputed portion of the invoice. The undisputed portion shall be paid within ninety (90) days of receipt. If payment of undisputed invoices by FORA is not maintained on a current basis, Consultant may, after giving seven (7) days written notice to FORA, suspend further performance until such payment is restored to a current basis.

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

14. GOVERNING LAW. The laws of the State in which the Services are provided shall govern this Agreement and the legal relations of the parties.

15. COMPLIANCE WITH LAW. Consultant and FORA will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief; apply to their respective obligations under this Agreement.

16. SUBJECT TO AUDIT. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California for a period of three (3) years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

17. DRUG FREE WORKPLACE. Consultant hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, Consultant shall:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession; or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) Consultant's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs; and
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

18. DISABLED VETERANS. Responsive to direction from the State Legislature (Public Contract Code Section 10115 et seq.), FORA is seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Consultant shall inform FORA of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.

19. PUBLIC BENEFITS QUALIFICATIONS. If Consultant is a natural person, Consultant certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.

20. SHAREHOLDER PROTECTION ACT. If Consultant is a corporation, Consultant certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286 et seq.).

21. MISCELLANEOUS.

- a. Any deductible under any policy of insurance required by this Agreement shall be Consultant's liability. Acceptance of certificates of insurance by FORA shall not limit Consultant's liability under this Agreement. In the event Consultant does not comply with these insurance requirements, FORA may, at its option, provide insurance coverage to protect FORA, Consultant shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from Consultant, FORA may pay for the insurance from sums otherwise due Consultant.
- b. If FORA is damaged by the failure of Consultant to provide or maintain the required insurance, Consultant shall pay FORA for all such damages.
- c. Consultant's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

**EXHIBIT C**  
**FEE SCHEDULE AND WORK AUTHORIZATIONS**

The Weston Solutions, Inc. proposal for ESCA LTO Support Services Scope of Work (**Exhibit B**) with Fee Schedule dated June 12, 2019 (**Exhibit C**); attached. The proposal's work will be authorized through WORK AUTHORIZATIONS (**Exhibit D**) containing the requisite scopes of services as detailed in the Work Authorization, which, upon endorsement by both parties, will be made part of this Agreement.



Weston Solutions, Inc.  
Suite 900  
2300 Clayton Rd.  
Concord, California 94520  
925-948-2600 • Fax 925-948-2601  
www.westonsolutions.com

June 14, 2019

Mr. Stan Cook  
920 2nd Avenue, Suite A  
Marina, CA 93933

**Subject: Proposal for Munitions Remediation Program Environmental Services Cooperative Agreement Long-Term Obligation Support Services, Former Fort Ord, California**

Dear Mr. Cook:

Weston Solutions, Inc. (WESTON) is pleased to submit this proposal to support the Fort Ord Reuse Authority (FORA) for the above-referenced project. WESTON has a unique understanding of the project history and tasks based on direct experience on the former Fort Ord both on the ESCA project and for the Army.

#### **PROJECT UNDERSTANDING**

We understand that FORA or its Successor-in-Interest is required to provide Long-Term Obligations Support Services under an ESCA between the United States Army and FORA for the activities related to MEC detailed in the ESCA Land Use Controls Implementation Plans/Operation and Maintenance Plans (LUCIP/OMPs) until June 30, 2028.

#### **DESCRIPTION OF SUPPORT SERVICES**

Technical support services for FORA or its Successor-in-Interest in support of projects proposed on the ESCA property are reflected in FORA's ESCA Modification P00009, Line Item Number 0004 Post Closure MEC Find Assessments and Line Item Number 0005, Long-Term/LUCs Management with the USACE. General services through June 30, 2028, as further described in ESCA RP LUCIP/OMPs include: (1) MEC find assessment support services; (2) as needed/requested LUC management support services; and, (3) as needed/requested long-term management support services. Weston work will only be conducted if FORA or its Successor-in-Interest and Weston agree upon a mutually executed Work Authorization.

Support Services Work Authorizations will include Weston hourly labor rates for personnel needed to complete the task plus oversight, including: project management, project set-up, financial management/reporting, invoicing and client coordination.

Reimbursable travel is not anticipated tasks unless specifically stated below. However, if travel is required, it can be provided upon request with a minimum two-week notice and paid for by FORA or its Successor-in-Interest.

#### **ESCA Line Item No. 0004 Post Closure MEC Find Assessments Support Services**

MEC find assessment support services include the following components:

- **Educational Support** – support ESCA LUCIP/OMP outreach program to educate and train jurisdictions, property owners and unexploded ordnance (UXO) contractors on the format, procedures and implications of the MEC find assessment process. The educational support services may include a review of lessons learned, assessment form updates and regulatory agency feedback as MEC find assessments are completed. This task includes support to FORA for annual meetings with local jurisdictions, property owners, UXO contractors, property developers, and/or outside agencies (such as utility companies).
- **Construction Support Plan (CSP) Compliance** – support efforts to ensure that entities responsible for constructions support plans understand and will provide well-documented and thorough procedures so that the MEC find assessments are adequately completed in a timely manner. This task does not include CSP reviews.
- **MEC Assessment Research** – support for MEC find assessment include the following research and communication activities:
  - Munitions find debrief with UXO-qualified personnel primarily responsible for initial item inspection, if conducted;
  - Munitions find debrief with military Explosive Ordnance Disposal personnel or local bomb squad personnel responsible for item disposal;
  - Readily available Military Munitions Response Program database reviews and research on historical military munitions finds at the former Fort Ord;
  - Fort Ord Administrative Record archive search to include online research and one visit to the administrative record office located at 4463 Gigling Road, Old Military Community, Seaside, California per MEC find assessment;
  - Written narrative on research approach, file searches and technical summary supporting the MEC find; and
  - Assist FORA with proposed determination of (1) the probability of encountering additional MEC at the site, (2) the appropriateness of the current level of construction support, and/or, (3) the need for additional MEC investigation or response at the site.

This task is for individual MEC item finds consistent with military munitions site history. Multiple item finds in a single area or finds inconsistent with military munitions site history may require additional effort. MEC find assessment do not include munitions debris, range-related debris or small arms ammunition. Reimbursable local travel is anticipated for this task as paid for by FORA or its Successor-in-Interest. Weston's principal engineering professional currently resides in Monterey County, therefore travel would be minimal. Reimbursable long-distance travel, if needed, will be provided upon request with a minimum two-week notice and reimbursed by FORA or its Successor-in-Interest at a predetermined rate. Travel rates for 2019 are provided in the other direct cost table, enclosed.

- **MEC Find Assessment File Maintenance** – support periodic file maintenance (electronic and paper files) for MEC find assessments and related meeting and conference call agendas, notes, action items and correspondence.
- **MEC Find Assessment Form Review and Revisions** – support periodic review and/or required revisions to the MEC Finds Assessment form based on lessons learned and feedback from Army BRAC office, EPA and DTSC as MEC find assessments are completed.
- **MEC Find Assessment Reporting** – support completion of and submit the required MEC find assessment within twenty (20) days of a MEC find. The find assessment includes (1) proposed determination of the probability of encountering additional MEC at the site, (2) proposed determination of the current level of construction support as appropriate, and (3) recommendation for additional MEC investigation or response at the site, if any. The MEC find will be documented on the FORA MEC Finds Assessment form and will be submitted with required attachments to the Army, EPA and DTSC. Support for MEC find assessment reporting include the following:
  - MEC find notifications to EPA, DTSC and Army;
  - MEC find assessment submittals (distribution list provided on assessment form);
  - Additional investigation results submittal;
  - MEC incidental finds form submittal to Army; and
  - Form and/or procedure update transmittals to Army, EPA and DTSC.

#### **ESCA Line Item Number 0005, Long-Term/LUCs Management**

LUC management support services is for FORA or its Successor-in-Interest in the event FORA or its Successor-in-Interest staff are temporarily unavailable, includes:

- **Annual LUC Status Report** – support includes compiling and reviewing reporting material from jurisdictions, such as munitions recognition and safety training statistics and training material status, construction support level statistics and plan compliance status (approved CSP amendments and up-to-date after action reporting) and summary of previous years development projects. Activity does not include support services for property transfer, deeds or development projects.
- **Training Materials** – support includes maintaining training materials and records with the jurisdictions, and tracking training violations and corrective actions with the jurisdictions.

- **Web-Based Materials and Hosting Service** – support includes training video updates, video maintenance and repairs as well as hosting services to ensure training is easily accessible and available.
- **Agency LUC Reporting** – support includes miscellaneous correspondence and reporting to Army, EPA and DTSC on MEC-related data identified during incidental finds and construction support, munitions training, construction support updates, additional required munitions response and/or investigation resulting from find assessments and residential use restriction compliance. Activity does not include miscellaneous correspondence and reporting to Army, EPA and DTSC on property transfers.
- **Jurisdiction and Property Owner Compliance** – support services include monitoring deeds, jurisdictions and property owners for compliance with long-term requirements for LUC monitoring and reporting, LUCIP/OMP ineffectiveness, property conveyance notification, LUC enforcement, activities inconsistent with LUCs and management measures and implemented corrective actions for effectiveness.

#### **WESTON PERSONNEL and RATES**

WESTON has industry leading experience at Fort Ord. WESTON has the personnel, certifications and experience to meet necessary requirements and has direct experience at this facility. The Project Manager/ Engineering Profession has worked on the BSCA since 2007 and started working on Fort Ord in 1993. Weston is uniquely qualified, having developed the munitions recognition training for FORA, developed interactive web based maps, having direct experience with construction support and supported FORA in conducting the MEC finds assessment for Veterans Cemetery. Our local presence and quick response time will prove to be cost effective. Enclosed is the list of anticipated labor categories and rates for the potential scope of work provided in the RFP. Rates are provided through 2028, based on 2019 rates escalated 2% per year.

We appreciate the opportunity to provide our response and rates to FORA and look forward to the opportunity to provide cost and schedule estimates for specific tasks. Feel free to call me at 831-229-1668 with questions or comments on our proposal.

Very truly yours,

*Linda Temple*

Linda Temple  
WESTON SOLUTIONS, INC.

Enclosure

Weston Solutions Inc. All Inclusive Labor and Other Direct Cost Rates  
Munitions Remediation Program Environmental Services Cooperative Agreement Long-Term  
Obligation Support Services

Title	2019 Rate	2020 Rate	2021 Rate	2022 Rate	2023 Rate	2024 Rate	2025 Rate	2026 Rate	2027 Rate	2028 Rate
Administrative Assistant	\$ 67.44	\$ 68.79	\$ 70.16	\$ 71.57	\$ 73.00	\$ 74.46	\$ 75.95	\$ 77.47	\$ 79.02	\$ 80.60
Analyst III (GIS/Data)	\$ 98.97	\$ 100.95	\$ 102.97	\$ 105.03	\$ 107.13	\$ 109.27	\$ 111.46	\$ 113.69	\$ 115.96	\$ 118.28
Community Relations Specialist	\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13	\$ 149.05	\$ 152.03	\$ 155.07	\$ 158.17	\$ 161.34
Designer/Programmer for On-line Training	\$ 105.00	\$ 107.10	\$ 109.24	\$ 111.43	\$ 113.66	\$ 115.93	\$ 118.25	\$ 120.61	\$ 123.02	\$ 125.48
Financial Analyst 4	\$ 131.88	\$ 134.52	\$ 137.21	\$ 139.95	\$ 142.75	\$ 145.61	\$ 148.52	\$ 151.49	\$ 154.52	\$ 157.61
Graphic Designer	\$ 112.34	\$ 114.59	\$ 116.88	\$ 119.22	\$ 121.60	\$ 124.03	\$ 126.51	\$ 129.04	\$ 131.62	\$ 134.26
Principal Engineering Professional	\$ 224.79	\$ 229.29	\$ 233.87	\$ 238.55	\$ 243.32	\$ 248.19	\$ 253.15	\$ 258.21	\$ 263.38	\$ 268.64
Principal Project Manager	\$ 224.79	\$ 229.29	\$ 233.87	\$ 238.55	\$ 243.32	\$ 248.19	\$ 253.15	\$ 258.21	\$ 263.38	\$ 268.64
Principal Solutions Architect	\$ 170.28	\$ 173.69	\$ 177.16	\$ 180.70	\$ 184.32	\$ 188.00	\$ 191.76	\$ 195.60	\$ 199.51	\$ 203.50
Project Financial Coordinator II	\$ 80.97	\$ 82.59	\$ 84.24	\$ 85.93	\$ 87.64	\$ 89.40	\$ 91.19	\$ 93.01	\$ 94.87	\$ 96.77
Project Geoscientist	\$ 145.60	\$ 148.41	\$ 151.38	\$ 154.41	\$ 157.49	\$ 160.64	\$ 163.86	\$ 167.13	\$ 170.48	\$ 173.89
Project Scientist	\$ 144.00	\$ 146.88	\$ 149.82	\$ 152.81	\$ 155.87	\$ 158.99	\$ 162.17	\$ 165.41	\$ 168.72	\$ 172.09
Senior Analyst	\$ 128.01	\$ 130.57	\$ 133.18	\$ 135.85	\$ 138.56	\$ 141.33	\$ 144.16	\$ 147.04	\$ 149.98	\$ 152.98
Senior Solutions Architect (GIS/Internet)	\$ 149.31	\$ 152.30	\$ 155.34	\$ 158.45	\$ 161.62	\$ 164.85	\$ 168.15	\$ 171.51	\$ 174.94	\$ 178.44
Technical Director (GIS/Internet)	\$ 171.90	\$ 175.34	\$ 178.84	\$ 182.42	\$ 186.07	\$ 189.79	\$ 193.59	\$ 197.46	\$ 201.41	\$ 205.44
Technical Editor/Report Administrator	\$ 99.57	\$ 101.57	\$ 103.60	\$ 105.67	\$ 107.78	\$ 109.94	\$ 112.14	\$ 114.38	\$ 116.67	\$ 119.00
UXO Technician III	\$ 160.80	\$ 164.02	\$ 167.30	\$ 170.64	\$ 174.05	\$ 177.54	\$ 181.09	\$ 184.71	\$ 188.40	\$ 192.17

2019 Other Direct Costs	Billing Rate/All Inclusive	Unit
Airfare - varies depending on distance		
Airport Shuttle from San Jose Airport	\$ 92.40	round trip
Captive License for online Munitions Training Development	\$ 396.00	year
Car Rental	\$ 86.00	day
Copies - Black and White - 11" x 17" standard paper	\$ 0.18	each
Copies - Black and White - 8 1/2" x 11" standard paper	\$ 0.09	each
Copies - Color - 11" x 17" standard paper	\$ 1.55	each
Copies - Color - 8 1/2" x 11" standard paper	\$ 0.90	each
Fuel - Regular Gas	\$ 4.50	gallon (approx.)
Hotel off Peak	\$ 189.40	night
Hotel Peak	\$ 226.60	night
Meals and Incidentals	\$ 83.60	day
Poster/Map Color Print - 24" x 36" Heavy Paper	\$ 32.99	each
Truck Rental	\$ 82.50	day
Web Hosting (Up to 5GB of storage)	\$ 275.00	month
Web Hosting (Each additional 1 GB of storage)	\$ 16.50	month

**EXHIBIT "D"**  
**WORK AUTHORIZATION**  
NO. \_\_\_\_\_

This Work Authorization is entered into by and between \_\_\_\_\_ and Fort Ord Reuse Authority (FORA). This Work Authorization incorporates by reference the Environmental Services Cooperative Agreement Long Term Obligations Support Services Professional Service Agreement entered into by the Parties dated \_\_\_\_\_ (Support Services Agreement). The Support Services Agreement is hereby amended and supplemented as follows:

**GENERAL DESCRIPTION OF BASIC SUPPORT SERVICES**

FORA hereby authorizes \_\_\_\_\_ to perform the following general scope of Basic Support Services:

1.2 FORA authorizes \_\_\_\_\_ to provide the Basic Support Services described in this Work Authorization in connection with the following Project or Site(s):

1.3 The above-described Basic Support Services shall be provided by \_\_\_\_\_ in items, as set forth below. (N/A indicates item is not applicable to support services to be provided under this Work Authorization).

**ESCA LINE ITEM NO. 0004 POST CLOSURE MEC FIND ASSESSMENTS SUPPORT SERVICES**

In providing ESCA LINE ITEM NO. 0004 POST CLOSURE MEC FIND ASSESSMENTS SUPPORT SERVICES, \_\_\_\_\_ shall:

Work shall commence within \_\_\_\_\_ calendar days of the effective date of this Work Authorization.

**ESCA LINE ITEM NUMBER 0005, LONG-TERM/LUCS MANAGEMENT SUPPORT SERVICES**

In providing ESCA LINE ITEM NUMBER 0005, LONG-TERM/LUCS MANAGEMENT SUPPORT SERVICES \_\_\_\_\_ shall:

Work shall commence within \_\_\_\_\_ calendar days of the effective date of this Work Authorization.

**ADDITIONAL SUPPORT SERVICES**

The Basic Support Services described above do not include the following Additional Support Services which, upon written request from FORA, will be performed by \_\_\_\_\_ in accordance with the terms of this Work Authorization:

**COMPENSATION FOR SUPPORT SERVICES**

**Lump Sum Method:**

FORA shall pay \_\_\_\_\_ a lump sum fee of \_\_\_\_\_ for Basic Support Services provided under this Work Authorization, which shall be paid by FORA as follows:

In addition to the lump sum fee, costs incurred by \_\_\_\_\_ pursuant to this Work Authorization shall be reimbursed by FORA as follows:

FORA shall pay \_\_\_\_\_ for Additional Services as follows:

Other provisions concerning payment are as follows:

\_\_\_\_\_ fee schedule is attached.

**Time and Material Method:**

FORA shall pay \_\_\_\_\_ for Services as follows:

\_\_\_\_\_ labor hours at the hourly rates specified herein. The hourly rate includes wages, overhead, general and administrative expenses and profit; and

Cost of materials and services incurred by \_\_\_\_\_, times a factor of \_\_\_\_\_.

Invoices of subcontractors retained by \_\_\_\_\_, plus a mark-up of \_\_\_\_\_ percent.

Other provisions concerning payment are as follows:

Then-current standard charges for in-house expenses.

\_\_\_\_\_ current fee schedule is attached.

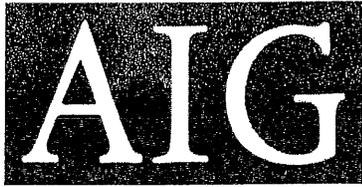
If the Agreement or Work Authorization contains a "not to exceed" or such other budgetary amount and terms, \_\_\_\_\_ shall be paid for the time and materials, as provided in this paragraph up to the not to exceed amount, plus any increase approved or directed by the FORA.

Payment for services performed in furtherance of the Basic Support Services to be performed shall not exceed \$\_\_\_\_\_, unless otherwise increased as directed by the FORA. \_\_\_\_\_ shall provide notice to the FORA in the event that the forgoing amount will be exceeded to complete or continue the services.

**SCHEDULE FOR SUPPORT SERVICES**

\_\_\_\_\_ shall perform the Basic Support and/or Additional Services described above in accordance with the following schedule:

FORA	
By:	By:
Title:	Title:
Date:	Date:



**AIG Environmental**<sup>®</sup>  
A Division of American International Companies<sup>®</sup>

*ORIGINAL*  
Fort Ord  
Reuse Authority



# FORMER FORT ORD

## Pollution Legal Liability Select<sup>®</sup> Clean-Up Cost Cap Policy

**INCLUDES COPIES OF:**

- Pollution Legal Liability Select Clean-Up Cost Cap Declarations
- Pollution Legal Liability Select Clean-Up Cost Cap Policy
- Definition of Scheduled Contractor Endorsement

S

## NOTICE

1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT WHICH APPLIES TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. CALIFORNIA MAINTAINS A LIST OF ELIGIBLE SURPLUS LINE INSURERS APPROVED BY THE INSURANCE COMMISSIONER. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST.
5. FOR ADDITIONAL INFORMATION ABOUT THE INSURER YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE, AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357.
6. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Date: \_\_\_\_\_  
Insured: \_\_\_\_\_

### **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aigproducercompensation.com](http://www.aigproducercompensation.com) or by calling AIG at 1-800-706-3102.

## AIG ENVIRONMENTAL PIER II PROGRAM

Insured: **FORT ORD REUSE AUTHORITY; LFR INC.**

Policy #: **EPP 778 2507**

Congratulations for choosing AIG Environmental® as your insurance provider! Among other things, your decision allows you access to the Pollution Incident and Environmental Response (PIER II) Program. This program is designed to assist you with your environmental response to catastrophic events or releases at your facility or facilities.

Enclosed you will find:

- Question and Answers regarding the PIER II Program
- PIER II Registration Form

Please complete the enclosed registration form to allow us to have the correct contacts for providing environmental management services if an environmental emergency should occur at your facility or facilities. A postage paid envelope is enclosed for your convenience.

The PIER Program has a toll-free telephone number **1 (877) PIER NOW** (877.743.7669) in case of an emergency. You may follow the guidelines below to determine when to call for PIER II program services.

### Call PIER II when:

- ♦ A significant amount of hazardous materials is released onto the ground, soil, into the storm drain, or sewer.
- ♦ Abnormal amounts of hazardous vapors are detected.

### Do not Call PIER II for:

- ♦ Regulatory inspections
- ♦ Purposes of satisfying claim-reporting requirements.

Enrolling in this service allows us to provide you with one number to call for assistance with your emergency response when it really matters; potentially reducing insurance claims, remediation costs, and environmental contamination.

If you have any questions about the application or general questions about the PIER II Program please call 1-800-348-4314 and ask for Department Code PIER II.

Thank you,

PIER Program Manager  
AIG Consultants-Environmental Management Division  
One MacArthur Place, 6<sup>th</sup> Floor  
South Coast Metro, CA 92707  
Email: PIER@aig.com

# AIG ENVIRONMENTAL PIER II REGISTRATION FORM

Brian Johnson  
 PIER II Program Manager  
 AIG Consultants-Environmental Management Division  
 One MacArthur Place, 6<sup>th</sup> Floor  
 South Coast Metro, CA 92707

***Policy Holder Information:***

Named Insured	FORT ORD REUSE AUTHORITY; LFR INC.	Policy #:	EPP 778 2507
Contact Name:	_____	Phone number:	_____
Mailing Address:	1900 POWELL ST. FL. 12	Fax number:	_____
City:	EMERYVILLE	County:	ALAMEDA
State ZIP:	CA 94608		

***Emergency Contact Information:***

Check here if the emergency contact is not the same for every facility under this policy. AIG will contact you for more information.

<b>Primary Contact:</b> (must be filled in)	
Name: _____	Daytime Phone: _____
Mailing Address: _____	Nighttime Phone: _____
_____	
City: _____	
State ZIP: _____	
<b>Secondary Contact:</b> (must be filled in)	
Name: _____	Daytime Phone: _____
Mailing Address: _____	Nighttime Phone: _____
_____	
City: _____	
State ZIP: _____	

# AIG ENVIRONMENTAL PIER II REGISTRATION FORM

(continued)

**Site specific information** \* (Physical addresses, not mailing addresses) \* Please copy for additional sites.

Facility #:	_____	Facility #:	_____
Facility Name:	_____	Facility Name:	_____
Address 1:	_____	Address 1:	_____
Address 2:	_____	Address 2:	_____
City:	_____	City:	_____
State:	_____	State:	_____
Zip:	_____	Zip:	_____
Facility Type:	_____	Facility Type:	_____
Comments:	_____	Comments:	_____

Facility #:	_____	Facility #:	_____
Facility Name:	_____	Facility Name:	_____
Address 1:	_____	Address 1:	_____
Address 2:	_____	Address 2:	_____
City:	_____	City:	_____
State:	_____	State:	_____
Zip:	_____	Zip:	_____
Facility Type:	_____	Facility Type:	_____
Comments:	_____	Comments:	_____

Facility #:	_____	Facility #:	_____
Facility Name:	_____	Facility Name:	_____
Address 1:	_____	Address 1:	_____
Address 2:	_____	Address 2:	_____
City:	_____	City:	_____
State:	_____	State:	_____
Zip:	_____	Zip:	_____
Facility Type:	_____	Facility Type:	_____
Comments:	_____	Comments:	_____



# AIG Environmental

A Division of American International Companies®

**To:** FORT ORD REUSE AUTHORITY; LFR INC.  
**From:** AIG Environmental  
**Date:** May 4, 2007  
**Re:** PIER II Program Q & A

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**Q. What exactly is the PIER II Program?**

A. The Pollution Incident and Environmental Response (PIER II) Program is designed to assist you when you have determined that additional emergency response capabilities and services are necessary to respond to your environmental pollution incident. PIER II resources include a national network of emergency response contractors and environmental consultants. Additionally, project management services will be provided by AIG Consultants-Environmental Management Division (AIGC-EM). AIGC-EM will be in communication with both you and the emergency responder during the incident to make sure that all resources of the PIER II Program are made available to you.

**Q. Why should I use the PIER II Program?**

A. The PIER II Program provides you with a national network of emergency response resources with just one phone call. As an AIG Environmental client, you will benefit from reduced rates that have already been negotiated for you. In addition to providing you with the management services of an AIGC-EM Program Manager, PIER II also offers investigative services, adjusting services, and a crisis management advisory board that can be utilized.

**Q. How do I access the PIER II Program when I have an emergency?**

A. To access the PIER II Program 24 hours a day, simply dial toll-free **1-877 PIER NOW (877.743.7669)** and you will be connected to the Emergency Response Hotline. Enter your call-back number, and the on-call AIGC-EM PIER Program Manager will return your page, collect vital information, and dispatch the emergency response services that you require.

**Q. What are my responsibilities through the response process?**

A. As the responsible party, you are ultimately responsible for responding to your environmental pollution incident. The PIER II Program is offered to assist you in the overall incident response and management process.

**Q. Are my claim reporting requirements satisfied by accessing the PIER II Program?**

A. No. Please refer to your policy for claim reporting requirements.

**Q. By being a participant in PIER II, does this mean that my claim is automatically covered by AIG? If not, who pays for the PIER II services?**

A. Coverage will be determined by the claims department after a factual analysis of the incident and the insurance policy. Covered costs will be paid or reimbursed up to the limit of the policy and subject to any deductible or retention amount. If the incident is not covered by the policy, then you will be responsible for payment of the response. In either situation, you will benefit from the pre-negotiated low rates.

**Q. What do I need to do to sign up for the PIER II Program?**

A. The best thing to do is to register for the PIER II Program using the registration form included in this packet. The PIER Program Manager listed below can then contact you to provide you with more information.

**Q. Who should I contact to discuss the PIER II Program?**

A. To discuss the PIER II Program benefits and to register your company for PIER II Program services, contact:

PIER Program Manager  
AIG Consultants, Inc.  
Environmental Mgmt. Division  
One MacArthur Place., 6<sup>th</sup> Floor  
South Coast Metro, CA 92707  
Phone: 1-800-348-4314 ask for Department Code PIER II  
Email: PIER@aig.com

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**AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY**

(A Capital Stock Company, herein called the Company)

70 Pine Street  
New York, N.Y. 10270

**FORMER FORT ORD POLLUTION LEGAL LIABILITY SELECT® CLEAN-UP COST CAP INSURANCE  
DECLARATIONS**

**MANY OF THE COVERAGES CONTAIN CLAIMS-MADE-AND-REPORTED REQUIREMENTS. PLEASE READ CAREFULLY.**

**POLICY NUMBER: EPP 778 2507**

**MAY - 4 2007**

**Item 1: NAMED INSURED FOR COVERAGE A:**

**FORT ORD REUSE AUTHORITY**

**ADDRESS: 100 12<sup>TH</sup> STREET, BUILDING 2880  
MARINA, CA 93933**

**NAMED INSURED FOR COVERAGES B AND C:**

**LFR INC.**

**ADDRESS: 1900 POWELL ST, FL 12  
EMERYVILLE, CA 94608**

**Item 2:**

**POLICY PERIOD: Coverage A: FROM MARCH 30, 2007 TO MARCH 30, 2022  
Coverage B & C: FROM MARCH 30, 2007 TO MARCH 30, 2019**

12:01 A.M. Standard Time at the address of the Named Insured shown above.

**Item 3: COVERAGES AND COVERAGE SECTION LIMITS AND DEDUCTIBLES**

This Policy includes only those Coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appears for a Coverage, that Coverage does not apply.

Coverage	Self-Insured Retention-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
A	\$100,000 (As described in Section V.F.1 and 2 of the Policy)	\$15,000,000 (Except as described in Section V.E. of the Policy and subject the Policy Aggregate Limit as described in Item 4. below)	\$15,000,000 (Except as described in Section V.E. of the Policy and subject to the Policy Aggregate Limit as described in Item 4. below)

Coverage	Limit of Liability	Self-Insured Retention	Co-Insurance Participation Percentage
B and C combined	\$128,000,000 (Except as described in Section V.E. of the Policy and subject to the Policy Aggregate Limit as described in Item 4. below)	\$0	a) Insured 0% b) Company 100%

**NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION**

**Item 4: POLICY AGGREGATE LIMIT:**

\$128,000,000; provided, however, that prior to the payment of the total outstanding premium, the Policy aggregate limit of liability shall not be the entire \$128,000,000, but instead shall be limited as follows: a) upon payment of the first premium installment and until payment of the second premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account plus \$5,000,000; b) upon payment of the second premium installment and until payment of the third and final premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the second premium installment plus \$5,000,000.

**Item 5: INSURED PROPERTY(S) – COVERAGES A, B AND C**

SEE ENDORSEMENT NO. 1

**Item 6: POLICY PREMIUM:** The policy premium shall be paid in three installments:

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002:  
Not Applicable, Coverage Rejected By Insured

First Installment California Premium Tax 3% - \$971,400.00  
First Installment SL Filing Fee 0.125% - \$ 40,475.00

- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
- b) The second premium installment of \$28,500,000 shall be paid on or before June 1, 2008; provided, however, that in the event that the second premium installment is paid prior to June 1, 2008, the amount of the second premium installment due shall be reduced by \$5,283 for each day prior to June 1, 2008 that the second premium installment is received by the Company.
- c) The third premium installment of \$22,825,131 shall be paid on or before June 1, 2009; provided, however, that in the event that the third premium installment is paid prior to June 1, 2009, the amount of the third premium installment due shall be reduced by \$4,064 for each day prior to June 1, 2009 that the third premium installment is received by the Company.

**Item 7: RETROACTIVE DATE:** Under Coverage A the **Pollution Conditions** must commence on or after the date shown below.

Retroactive Date: NONE  
(Enter date or "none" if no Retroactive Date applies.)

**Item 8: CONTINUITY DATE: MARCH 30, 2007**

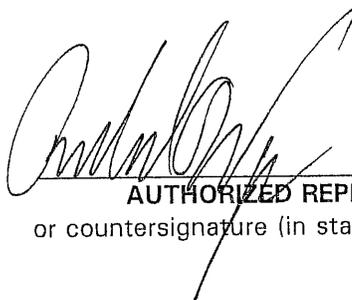
**Item 9: TERMINATION DATE: MARCH 30, 2019**

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

Item 10: CLEAN-UP COST PROGRESS REPORT SUBMISSION SCHEDULE: MONTHLY

BROKER: AON RISK SERVICES, INC.  
199 FREMONT ST., 14<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94105

By



AUTHORIZED REPRESENTATIVE

or countersignature (in states where applicable)

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

**FORMS SCHEDULE**

**Named Insured:** FORT ORD REUSE AUTHORITY; LFR INC.  
**Policy Number:** EPP 778 2507  
**Effective 12:01 AM:** March 30, 2007

<u>End't. No.</u>	<u>Form Name</u>	<u>Form Number/ Edition Date</u>
	Policyholder Notice	91222 (7/06)
	AIG Environmental Pier II Program Cover Letter	
	AIG Environmental Pier II Q&A	
	AIG Environmental Pier II Registration Form	
	Policyholder Disclosure Statement Under TRIA of 2002	81273 (12/02)
	AISLIC Former Fort Ord Pollution Legal Liability Select Clean-Up	Manuscript
	Cost Cap Insurance Declarations	
	AISLIC Former Fort Ord Pollution Legal Liability Select Clean-Up	Manuscript
	Cost Cap Insurance Policy	Version 3/28/07
	AISLIC Policy Signature Page	86697 (9/04)
	Notice of Loss/Notice of Claim	91968 (12/06)
1	Schedule of Insured Property(s) Endorsement	Manuscript
	<i>One Set of 10-Colored Maps Attachment to Endorsement No. 1</i>	
2	Definition of Scheduled Contractor Endorsement	Manuscript
3	Terrorism Exclusion – All Terrorism (Including Certified Acts of Terrorism) Exclusion Endorsement	81268 (12/02)
4	Coverage A – Additional Insured(s) Endorsement	Manuscript
5	Modification of Clean-Up Costs To Include Only Direct Costs Upon	Manuscript
	Exhaustion of the Notional Commutation Account	
6	Schedule of Insured Contracts	72320 (7/00)

POLICYHOLDER DISCLOSURE STATEMENT  
UNDER  
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, if such coverage is purchased, coverage provided by the policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

Coverage for Acts of Terrorism is not included in the policy referenced below as the insured has rejected the offer to purchase such insurance.

AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.  
NAMED INSURED: FORT ORD REUSE AUTHORITY; LFR INC.  
POLICY #: EPP 778 2507

EFFECTIVE DATES: Coverage A: FROM MARCH 30, 2007 TO MARCH 30, 2022  
Coverage B & C: FROM MARCH 30, 2007 TO MARCH 30, 2019

AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

FORMER FORT ORD POLLUTION LEGAL LIABILITY SELECT® CLEAN-UP COST CAP MANUSCRIPT  
INSURANCE POLICY

MANY OF THE COVERAGES CONTAIN CLAIMS-MADE-AND-REPORTED REQUIREMENTS. PLEASE READ CAREFULLY. ADDITIONALLY, THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENTS UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE INSURED MAY HAVE PURCHASED. DEFINED TERMS, OTHER THAN HEADINGS, APPEAR IN BOLD FACE TYPE.

NOTICE: THE DESCRIPTIONS IN ANY HEADINGS OR SUB-HEADINGS OF THIS POLICY ARE INSERTED SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE ANY PART OF THE TERMS OR CONDITIONS HEREOF.

In consideration of the payment of the premium, in reliance upon the statements in the Declarations and the Warranty Application annexed hereto and made a part hereof, and pursuant to all of the terms of this Policy, the Company agrees with the **Named Insured** as follows:

I. **INSURING AGREEMENTS**

1. **COVERAGES:**

THE FOLLOWING COVERAGES ARE IN EFFECT ONLY IF SCHEDULED IN THE DECLARATIONS.

**COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS**

To pay on behalf of the **Insured**, **Loss** that the **Insured** is legally obligated to pay as a result of **Claims** by a **Governmental Authority** for **Clean-Up Costs** resulting from **Pollution Conditions** on, under, or migrating from the **Insured Property** that commenced prior to the **Continuity Date**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**.

**COVERAGE B - KNOWN POLLUTANTS**

To pay to or on behalf of the **Named Insured**, **Clean-Up Costs** that such **Named Insured** incurs for the **Clean-Up of Munitions and Explosives of Concern** pursuant to the execution of the **Remedial Plan**. For this coverage to apply:

1. The **Named Insured** under Coverages B and C must timely and routinely report the **Clean-Up Costs** to the Company prior to the **Termination Date** in accordance with Section IV, Paragraph B.5; and
2. **Clean-Up** must occur on or after the **Inception Date** and before the **Termination Date**.

**COVERAGE C - UNKNOWN POLLUTANTS**

To pay to or on behalf of the **Named Insured**, **Clean-Up Costs** that such **Named Insured**, incurs for the **Clean-Up of Pollutants** other than **Munitions and Explosives of Concern**. For this coverage to apply:

1. The **Pollutants** must be first discovered after the **Inception Date** and in the course of the execution of the **Remedial Plan**;

2. The **Pollutants** must originate from or have migrated onto the **Insured Property**;
3. The **Named Insured** must report, in accordance with Section IV. Paragraph B.4, the discovery of **Pollutants** other than **MEC** to the Company as soon as practicable after discovery of such **Pollutants** and in any event included in the submission of the next scheduled **Clean-Up Progress Report** and during the **Policy Period**;
4. The **Named Insured** must timely and routinely report the **Clean-Up Costs** to the Company prior to the **Termination Date** in accordance with Section IV. Paragraph B.5; and
5. **Clean-Up** must occur on or after the **Inception Date** and before the **Termination Date**.

## 2. LEGAL EXPENSE AND DEFENSE

The Company shall have the right and the duty to defend any **Claims** covered under Coverage A. The Company's duty to defend or continue defending any such **Claim**, and to pay any **Loss**, shall cease once the applicable limit of liability, as described in Section V. (Limits of Coverage; Self-Insured Retention) has been exhausted. Defense costs, charges and expenses are included in **Loss** and reduce the applicable limit of liability, as described in Section V. and are included within the Self-Insured Retention amount for Coverage Section A.

Except to the extent a "Joint Defense" is prohibited by applicable law or would otherwise result in or create a conflict of interest between any **Insureds** and their counsel, all such **Claims** shall be defended on a "joint defense" basis, subject to applicable law, whereby:

1. The Company shall appoint one counsel to defend all **Insureds** who are or may be involved with respect to any such **Claim**; and
2. All **Insureds** shall have the obligation to cooperate with respect to the investigation and joint defense of any such **Claim(s)**.

The Company will present any settlement offers to the **Insured**, and if the **Insured** refuses to consent to any settlement within the limits of liability of this Policy recommended by the Company and acceptable to the claimant, the Company's duty to defend the **Insured** shall then cease and the **Insured** shall thereafter negotiate or defend such **Claim** independently of the Company and the Company's liability shall not exceed the amount, less the Self-Insured Retention Amount or any outstanding Self-Insured Retention Amount balance, for which the **Claim** could have been settled if such recommendation was consented to.

## 3. INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to defend the **Insured** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company would actually pay to counsel that the Company retains in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending **Claims** similar to the one pending against the **Insured**, and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to the Company's request

for information regarding the **Claim**. The **Insured** may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

## II. EXCLUSIONS

### 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES

This Policy does not apply to **Clean-Up Costs, Claims** or **Loss**:

#### A. CONTRACTUAL LIABILITY

to the extent arising from liability of others assumed by the **Insured** under any contract or agreement, unless the liability of the **Insured** would have attached in the absence of such contract or agreement or the contract or agreement is an **Insured Contract**.

#### B. TRANSPORTATION

to the extent arising out of **Pollution Conditions** or **Pollutants** that result from the maintenance, use, operation, loading or unloading of any conveyance beyond the boundaries of the **Insured Property**.

#### C. INTENTIONAL NONCOMPLIANCE

to the extent arising from **Pollution Conditions** or **Pollutants** based upon or attributable to any **Responsible Insured's** intentional, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. However, this exclusion does not apply to such noncompliance which resulted in the necessity for the **Remedial Plan** or to an **Insured's** unintentional acts or omissions, including those that are negligent.

#### D. INTERNAL EXPENSES

for costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, except if in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions** or **Pollutants**, or unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion or are incurred by a **Scheduled Contractor** pursuant to the execution of the **Remedial Plan**.

#### E. INSURED vs. INSURED

by any **Insured** against any other person or entity who is also an **Insured** under this Policy. This exclusion does not apply to **Claims** initiated by third parties or **Claims** that arise out of an indemnification given by one **Named Insured** to another **Named Insured** in an **Insured Contract**.

#### F. EMPLOYER LIABILITY

arising from **Bodily Injury** to an **Insured** or its parent, subsidiary or affiliate arising out of and in the course of employment by the **Insured** or its parent, subsidiary or affiliate. This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay third parties who must pay damages because of the injury.

**G. PRIOR KNOWLEDGE/NON-DISCLOSURE**

to the extent arising from **Pollution Conditions** or **Pollutants** existing prior to the **Inception Date** and actually known by a **Responsible Insured** and not disclosed in the warranty application for this Policy.

**H. CHANGE IN USE FROM INTENDED USE**

to the extent arising from a material change in use of an **Insured Parcel(s)** from the **Intended Use**.

**I. VIOLATION OF USE RESTRICTIONS**

to the extent arising from a violation by an **Insured** of any land use restriction, groundwater restriction, deed covenant or institutional control applicable to the **Insured Property**, including, but not limited to the "Covenant to Restrict the Use of Property" as such term is defined in the **ESCA**.

**J. WAR**

arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution. This exclusion shall not apply to war(s) or any act or condition incident to war prior to the **Inception Date**.

**K. OPERATIONAL IMPROVEMENTS**

to the extent relating to or associated with the construction, installation, operation or maintenance of any improvement, facility, process, system or equipment at the **Insured Property**, but solely to the extent the foregoing provides a continuing benefit to the use or operation of the **Insured Property** beyond the requirements of the execution of the **Remedial Plan**.

**L. ARMY OBLIGATIONS**

to the extent arising from "Army Obligations" as that term is defined in Section C, ENVIRONMENTAL SERVICES OBLIGATIONS of the **ESCA**.

**M. BODILY INJURY OR PROPERTY DAMAGE**

arising from any **Bodily Injury** or **Property Damage**.

**N. CHANGE ORDER EXCLUSION**

to the extent arising from an "Approved Change Order" as defined in the **Remediation Services Agreement**, including, but not limited to, **Clean-Up Costs** resulting from the performance of the activities that are the subject of the "Approved Change Order" and consequential increases in **Clean-Up Costs** caused by any material change to the **Clean-Up Schedule** that results from an "Approved Change Order," unless otherwise approved by the Company in writing and in advance, at the Company's sole discretion.

**O. ENDANGERED SPECIES**

to the extent arising from (i) any endangered or threatened species; (ii) any activities or omissions related to the protection, conservation or preservation of any such species; or (iii) compliance with any biological opinion; provided however, this exclusion shall not apply to **Clean-Up Costs** or **Loss** arising from:

1. The biological opinion dated March 14, 2005 from Diane K. Noda, of the Fish and Wildlife Service to Gail Youngblood, Environmental Coordinator, Base Realignment and Closure or any amendments, modifications or revisions thereto required by a **Governmental Authority**; or
2. The biological opinion dated October 22, 2002 from Diane K. Noda of the U.S. Fish and Wildlife Service to James M. Willison, Director, Environmental and Natural Resource Management, Department of the Army, and any revisions, amendments or modifications thereto required by a **Governmental Authority**; or
3. The biological opinion dated March 30, 1999 from Diane K. Noda of the U.S. Fish and Wildlife Service to James M. Willison, Director, Environmental and Natural Resource Management, Department of the Army, and any revisions, amendments or modifications thereto required by a **Governmental Authority**; or
4. \$100,000 in the aggregate of **Clean-Up Costs** arising from any endangered or threatened species or any biological opinion other than that referred to in paragraphs 1, 2 or 3 above.

**P. SCHOOL SITING**

to the extent arising from **Clean-Up** beyond that which is required in the **Remedial Plan** required to be implemented to satisfy any state or local school siting standards or requirements. This exclusion shall apply notwithstanding any modification of the **Remedial Plan**.

**Q. DEMOLITION**

solely with respect to buildings or structures that are not required to be demolished pursuant to the **Remedial Plan**, to the extent arising from demolition, disposal of demolition debris or the investigation, remediation, treatment or monitoring of such demolition debris.

**R. OFF-SITE MUNITIONS AND EXPLOSIVES OF CONCERN**

To the extent arising from **Munitions and Explosives of Concern** beyond the boundaries of the **Insured Property**; provided, however, this exclusion shall not apply to off-site **MEC** caused by the detonation or explosion of **MEC** within the boundaries of the **Insured Property**.

**S. DETONATION OR EXPLOSION**

To the extent arising from the detonation, explosion or concussive effect of any **Munitions and Explosives of Concern**; provided, however, that this exclusion shall not apply to: (i) any such detonations or explosions which result from the execution of the **Remedial Plan**; or (ii) the **Clean-Up** of "Munitions Constituents" as such term is defined in the **ESCA**.

**T. GROUNDWATER:**

arising from the investigation, treatment, remediation or monitoring of groundwater.

**2. COVERAGE A EXCLUSIONS**

The following exclusions apply to Coverage A:

This Policy does not apply **Clean-Up Costs, Loss or Claims:**

**A. CRIMINAL FINES, PENALTIES, AND ASSESSMENTS:**

which are due to any criminal fines, criminal penalties or criminal assessments.

**B. OTHER APPLICABLE COVERAGES:**

arising from **Pollution Conditions** resulting from **Pollutants:** (i) which are **MEC** discovered pursuant to the execution of the **Remedial Plan**; or (ii) which are covered under Coverage B or C; or (iii) which would be covered under Coverage B or C but for the exhaustion of the applicable limit of liability; or (iv) which would be covered under Coverage B or C but for the application of any exclusion or termination of coverage under Coverage B or C pursuant to the terms of the Policy.

However, upon receipt of an **Operable Unit Closeout Determination** for a particular **Operable Unit**, this exclusion shall not apply to **Pollution Conditions** identified above on, under or migrating from that particular **Operable Unit**.

**C. ASBESTOS AND LEAD:**

to the extent arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. This exclusion does not apply to **Clean-Up Costs** for the remediation of soil.

**3. COVERAGE B AND C EXCLUSIONS**

The following exclusions apply to Coverages B and C.

This Policy does not apply to **Clean-Up Costs:**

**A. CONTRACT AMENDMENT**

to the extent arising out of any amendment, alteration or change, after execution, of the **Remediation Services Agreement** or the **ESCA** unless the same is approved by the Company in advance and in writing, at the Company's sole discretion.

**B. THIRD-PARTY LIABILITY:**

Except with respect to stipulated penalties payable under the **AOC** as provided for and as limited herein, to the extent arising from any liability to any third-party except for **Clean-Up Costs** otherwise covered under this Policy.

**C. LABOR DISPUTES:**

to the extent arising from delay due to labor disputes involving the **Insured**, including, but not limited to, strikes against the **Insured**.

**D. LICENSE SUSPENSION:**

to the extent arising from suspension, lapse, modification or cancellation of any license, permit or lease of a **Scheduled Contractor** performing work pursuant to the execution of the **Remedial Plan** which is required by the governmental entity or quasi-governmental entity responsible for supervision of the **Clean-Up**.

**E. BANKRUPTCY:**

to the extent arising from default, bankruptcy or insolvency of any entity(s) involved in the **Clean-Up**, but this exclusion does not apply if the entity(s) involved in the **Clean-Up** has a performance bond issued by a surety company on the Federal Register of the United States Department of the Treasury which in fact provides coverage for the **Clean-Up** at the time of such default, bankruptcy or insolvency.

**F. DENIAL OF ACCESS:**

to the extent arising from prohibition of access to any property by a third-party that is not an **Insured**, but this exclusion does not apply to any governmental entity or quasi-governmental entity responsible for supervision of the **Clean-Up** unless such prohibition is premised upon a suspension, lapse, modification or cancellation of any license, permit, lease or contract of a **Scheduled Contractor** as set forth in paragraph D. above.

**G. UNREASONABLE DELAY OR ACCELERATION**

to the extent arising from unreasonable delay or acceleration in a **Scheduled Contractor's** performance of **Clean-Up**, if such delay or acceleration is within the control of the **Scheduled Contractor** or the **Named Insured** or any owner or operator of the **Insured Property** under any Coverages but only to the extent that such delay or acceleration results in increased **Clean-Up Costs** of greater than \$50,000 in the aggregate, unless such delay or acceleration is approved in advance and in writing by the Company in its sole discretion. As used in this exclusion, unreasonable delay means a material delay resulting from the failure to execute the **Remedial Plan** in a reasonable manner under the then prevailing circumstances but unreasonable delay shall not include an immaterial delay in the execution of the **Remedial Plan** resulting from the normal and customary coordination of the performance of **Clean-Up** with redevelopment activities or activities in connection with Army Obligations. As used in this exclusion, unreasonable acceleration means a material acceleration in the performance of **Clean-Up** beyond the schedule set forth in the **Clean-Up Schedule**.

**H. FAULTY WORKMANSHIP:**

to the extent arising from faulty workmanship or defective materials by the **Scheduled Contractor** or its subcontractors in the performance of the **Remedial Plan**.

**I. MODIFICATION OF THE REMEDIAL PLAN:**

arising from any modification of the **Remedial Plan** unless:

1. Such modification is required by the **Governmental Authority** responsible for supervision of the **Clean-Up** and the **Insured** has consulted with the Company in advance and selects, to the extent the **Insured** has such right, a modification which best minimizes **Clean-Up Costs** payable under this Policy and does not prejudice the rights of any **Named Insured** under this Policy; or
2. The Company has consented to such modification in advance, in writing.

**J. OTHER APPLICABLE COVERAGES:**

for any cost covered under Coverage A as well as any cost that would otherwise be covered under Coverage A but for the exhaustion of the applicable policy limits of liability under Coverage A.

**K. FINES, PENALTIES AND MULTIPLIED DAMAGES:**

any fines, penalties, punitive damages, exemplary damages, statutory assessments or the multiplied portion of any multiplied damages or any interest payments or liquidated damages or any other penalties due pursuant to the **Remediation Services Agreement**. However, this exclusion shall not apply to \$350,000 total of stipulated penalties imposed pursuant to the **AOC**

**L. REGULATORY OVERSIGHT OR RESPONSE COST**

arising from "Regulatory Response Costs" as that term is defined in Section C ENVIRONMENTAL SERVICES OBLIGATIONS of the **ESCA**.

**M. COMMUNITY OUTREACH**

arising from any community outreach activities beyond those activities required under the **Remedial Plan**.

**III. NOTICE REQUIREMENTS AND CLAIM PROVISIONS**

The **Insured** shall provide the Company with notice of **Pollution Conditions**, **Claims**, and the discovery of **Pollutants** as follows:

**A. NOTICE OF POLLUTION CONDITIONS, CLAIMS, AND POLLUTANTS**

1. With respect to Coverage A, in the event of **Claims** or the discovery of **Pollution Conditions** or, with respect to Coverage B, the discovery of any materially increased quantity, concentration or disbursement of **MEC** different from that contemplated in the **Remedial Plan** or, with respect to Coverage C, the discovery of **Pollutants** other than **MEC**, the **Named Insured** shall give written notice to:

Manager, Pollution Insurance Products Unit  
AIG Domestic Claims, Inc.  
Environmental Claims Department  
101 Hudson Street  
Jersey City, NJ 07302  
Fax: (201) 631-5051

or other address(s) as substituted by the Company in writing.

2. As required by Section 1 above, the **Insured** shall give written notice of **Pollution Conditions** or **Pollutants** as soon as possible. Notice under all coverages shall include, at a minimum, information sufficient to identify the **Named Insured**, the **Insured Property**, the names of persons with knowledge of the **Pollution Conditions** or **Pollutants** and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Conditions** or **Pollutants**.
3. The **Insured** shall give notice of **Claims** as soon as possible, but in any event during the **Policy Period**. The **Insured** shall furnish information at the request of the Company. When a **Claim** has been made, the **Insured** shall forward the following to the Company as soon as possible:
  - (a) All reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the claimant(s) and available witnesses.
  - (b) All demands, summonses, notices or other process or papers filed with a court of law, administrative agency or an investigative body;
  - (c) Other information in the possession of the **Insured** or its hired experts which the Company reasonably deems necessary.
4. The **Named Insured** under Coverages B and C shall report in writing to the Company as soon as possible: (a) the potential of any amendment or change to the **Remedial Plan**, and (b) in all events (except in the case of an emergency requiring immediate action to prevent damage to human health or the environment), prior to undertaking any activities or entering into any agreements to amend or change of the **Remedial Plan**. Such reports shall be sent to the address set forth in paragraph 1.above and to the address to which the **Named Insured** is providing **Clean-Up Progress Reports**.

#### IV. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION CONDITIONS AND IN CONNECTION WITH REMEDIAL ACTIVITIES

##### A. Pollution Conditions - Coverage A

###### 1. The Company's Rights

The Company shall have the right but not the duty to clean up or mitigate **Pollution Conditions** upon receiving notice as provided in Section III. of this Policy. Any sums expended in taking such action by the Company will be deemed incurred or expended by the **Insured** and shall be applied against the limits of coverage and self-insured retention under this Policy.

###### 2. Duties of the Insured

The **Named Insured** shall have the duty to clean up **Pollution Conditions**, subject to the requirements of the **ESCA** and the **AOC**, to the extent required by **Environmental Laws**, by retaining competent professional(s) or contractor(s) mutually acceptable to the Company and the **Named Insured**. The Company shall have the right but not the duty to review and approve all aspects of any such clean-up. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this paragraph.

**B. Remedial Activities - Coverages B and C**

1. The Company shall have the right, but not the duty, to review, assess and inspect all aspects of any **Clean-Up** to which Coverages B or C apply. Neither the Company's rights nor its exercise of the rights under this paragraph shall constitute an undertaking to determine or warrant that the **Clean-Up** is safe, healthful, or in conformity with applicable law.
  2. The **Named Insured** under Coverages B and C shall take all reasonable and prudent steps to minimize **Clean-Up Costs**, limit access to the **Insured Property**, and prevent the spread of further contamination.
  3. The **Named Insured** shall retain a **Scheduled Contractor** to undertake and complete **Clean-Up**.
  4. The **Named Insured** shall report any material increased quantity, concentration or disbursement of **MEC** or **Pollutants** from those contemplated in the **Remedial Plan**, or the discovery of **Pollutants** different from those identified in the **Remedial Plan** in accordance with Section III. of the Policy.
  5. The **Named Insured** shall keep detailed records of all **Clean-Up Costs** and provide the Company with completed copies of the attached **Clean-Up Progress Report** at the time intervals prescribed in Item 10 of the Declarations; provided, however, an infrequent and immaterial delay in the submittal of **Clean-Up Progress Reports** shall not constitute a basis for denial of coverage under this Policy except to the extent such failure results in material prejudice to the Company .
  6. To the extent of the **Named Insured's** legal right of access, the **Named Insured** shall permit the Company to inspect the **Insured Property**, any location identified in the **Remedial Plan**, and all financial records, drawings, plans and specifications concerning the **Clean-Up** or **Clean-Up Costs** as often as the Company chooses after providing reasonable notice.
  7. The **Named Insured** shall cooperate with the Company by providing the Company with:
    - (a) Access to all non-privileged information developed or discovered by the **Insured** concerning the **Clean-Up**, whether or not deemed by the **Insured** to be relevant;
    - (b) Reasonable access to interview any agent, servant or employee of the **Named Insured** or any **Scheduled Contractor** or subcontractor involved in the **Clean-Up**; and
    - (c) Access to other information or other responses to reasonable requests from the Company concerning the **Clean-Up**.
- C. Payment of Clean-Up Costs – Coverages B and C:** Solely with respect to **Coverages B and C**, payment requests and associated documentation of **Clean-Up Costs** shall be submitted to the Company monthly, or a frequency mutually agreed upon by the **Named Insured** under Coverages B and C and the Company, using forms provided by the Company or an agreed upon equivalent. The Company, upon receipt of such documentation of **Clean-Up Costs**, shall review and issue payment of all undisputed **Clean-Up Costs** to the **Named Insured** under Coverages B and C as follows: (a) with respect to payment requests and associated documentation of **Clean-Up Costs** for **Clean-Up Costs** that were forecasted in a **Clean-Up Costs Progress Report** submitted to the Company at least 30 days prior to the payment request, within 30 days of receipt by the Company of such payment request and associated documentation; and (b) with respect to all other payment requests and associated documentation of **Clean-Up Costs**, within 45 days of receipt by the Company of such payment request and associated documentation;

which payment shall be made without prejudice or limitation to the rights of the Company with respect to any disputed amounts. Payment requests with documentation of **Clean-Up Costs** will consist of invoices detailing expenses incurred for **Clean-Up** since the last invoicing period, or such other documentation as reasonably mutually agreed upon by the Company and the **Named Insured** under Coverages B and C.

If the Company contests any portion of the payment request of a **Named Insured** under Coverages B and C, the Company shall state the grounds for contesting such payment, which must be supported in writing, and which shall include any request for additional documentation. The **Named Insured** under Coverages B and C agrees to work in good faith with the Company to resolve any contested portions of the payment request in a timely manner. If the **Named Insured** under Coverages B and C submits additional documentation, the Company shall review the additional documentation and issue payment of all undisputed **Clean-Up Costs** to the **Named Insured** under Coverages B and C seeking payment within thirty (30) days of receipt of such additional documentation.

The Company and the **Named Insured** under Coverages B and C agree to use commercially reasonable efforts to resolve any disputed payment requests in good faith. In the event the good faith efforts of a **Named Insured** under Coverages B and C and the Company do not resolve the dispute and any payment requests made by the **Named Insured** under Coverages B and C should remain in dispute for a period of ninety (90) days after the initial submission to the Company of such **Clean-Up Costs** for payment, and provided the total amount of all **Clean-Up Costs** then in dispute exceeds \$25,000, the **Named Insured** under Coverages B and C seeking payment shall have the option to submit the same to binding arbitration administered by the American Arbitration Association under the Expedited Procedures of the Commercial Arbitration Rules. The **Named Insured** under Coverages B and C seeking payment shall provide notice of such arbitration to all potential beneficiaries of any disputed payment and any subcontractors. Such dispute may be submitted to arbitration regardless of whether the Company has satisfied the requirement to state the grounds for dispute or request additional documentation as required above in this Section IV. C. The decision of the arbitrator shall be final and there shall be no right to appeal the decision. Notwithstanding the foregoing, such decision shall be admissible and binding in any other pending or future proceeding involving the same **Remedial Plan** and the same **Scheduled Contractor**. Each party will pay its own expenses, including without limitation, legal fees, and the parties shall share equally the expenses of the arbitrator. Any arbitration awards to a **Named Insured** under Coverages B and C shall be paid within 10 days of the date of the award. If permitted under the law of the state where arbitration commenced, any applicable statute of limitations or repose shall be tolled from the date that the dispute is submitted to arbitration pending final resolution by the arbitrator.

Notwithstanding the foregoing, the Company shall have no obligation to pay **Clean-Up Costs** under Coverages B and C until the first premium installment is paid in full in accordance Section VI.T.

## V. LIMITS OF COVERAGE; SELF-INSURED RETENTION

Regardless of the number of **Claims**, claimants, **Pollution Conditions**, **Pollutants**, **Insureds** or **Insured Property(s)** under this Policy, the following limits of liability apply:

### A. Policy Aggregate Limit

The Company's total liability for all **Loss** under Coverage A and all **Clean-Up Costs** under Coverages B and C, shall not exceed \$128,000,000; provided, however, that prior to the payment of the total

outstanding premium, the Policy aggregate limit of liability shall not be the entire \$128,000,000, but instead shall be limited as follows: a) upon payment of the first premium installment and until payment of the second premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account plus \$5,000,000; b) upon payment of the second premium installment and until payment of the third and final premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the second premium installment plus \$5,000,000.

**B. Each Incident Limit - Coverage A**

1. Subject to Paragraph V. A above, the most the Company will pay for all **Loss** under Coverage A arising from the same, related or continuous **Pollution Conditions** is the "Each Incident" limit of coverage for that particular coverage stated in Item 3 of the Declarations
2. If the **Insured** first discovers **Pollution Conditions** during the **Policy Period** and reports them to the Company in accordance with Section III., all single, continuous or related **Pollution Conditions** reported to the Company under a subsequent Pollution Legal Liability Policy issued by the Company or its affiliate providing substantially the same coverage as this Policy shall be deemed to have been first discovered and reported during the **Policy Period**.
3. If a **Claim** for **Clean-Up Costs** is first made against the **Insured** and reported to the Company during the **Policy Period**, all **Claims** for **Clean-Up Costs**, arising from the same, continuous or related **Pollution Conditions** that are first made against the **Insured** and reported under a subsequent Pollution Legal Liability Policy issued by the Company or its affiliate providing substantially the same coverage as this Policy, shall be deemed to have been first made and reported during the **Policy Period**. Coverage under this Policy for such **Claims** shall not apply, however, unless at the time such **Claims** are first made and reported, the **Insured** has maintained with the Company or its affiliate Pollution Legal Liability coverage substantially the same as this coverage on a continuous, uninterrupted basis since the first such **Claim** was made against the **Insured** and reported to the Company.

**C. Coverage A Section Aggregate Limit**

Subject to Paragraph V.A. above, the Company's total liability for all **Loss** under Coverage A shall not exceed the "Coverage Section Aggregate" limit of coverage stated in Item 3 of the Declarations. In the event that the total amount of **Clean-Up Costs** paid by the Company under Coverages B and C combined is less than or equal to \$113,000,000, the full "Coverage Section Aggregate" limit of coverage of \$15,000,000 stated in Item 3 of the Declarations for Coverage A shall remain available to pay **Loss** otherwise covered under Coverage A. To the extent that the total amount of **Clean-Up Costs** paid by the Company under Coverages B and C combined is greater than \$113,000,000, the then available limit of coverage for Coverage A shall be reduced by the amount of **Clean-Up Costs** paid by the Company under Coverages B and C combined in excess of \$113,000,000 at the time such **Clean-Up Costs** are paid. However, in no event shall the Company be liable for any payments in excess of the Aggregate Policy Limit set forth in Item 4 of the Declarations.

**D. Maximum for Clean-Up Cost Cap**

1. Subject to Paragraph V.A. above, the Company's total liability for all **Clean-Up Costs** under Coverages B and C shall not exceed the applicable Limit of Liability stated in Item 3 of the Declarations.

2. Subject to, and as part of the Company's total liability under Coverages B and C described in Paragraph V.D.1. above, the most the Company will pay for costs, charges or expenses expended for the preparation of a supplementary remedial plan and the associated investigation of **Pollutants** that are not **MEC**, if any, under Coverage C, shall not exceed \$8,000,000.

**E. Non-MEC Clean-Up Costs Sublimit**

Subject to Paragraphs V.A. through V.D. above, the most the Company will pay under Coverages A, B and C combined for **Clean-Up Costs** and **Loss** associated with or arising from **Pollutants** which are not **Munitions and Explosives of Concern** is \$10,000,000 regardless of the number of **Pollution Conditions, Insureds, Claims** or claimants.

**F. Self-Insured Retention**

**Coverage A**

**1. Non-MEC Pollution Conditions**

Subject to Paragraphs V.A. through V.E. above, solely with respect to **Clean-Up Costs** associated or in connection with **Pollution Conditions** arising from **Pollutants** which are not **Munitions and Explosives of Concern** and upon exhaustion of the Notional Commutation Account, this Policy is to pay covered **Loss** in excess of a Self-Insured Retention amount of \$100,000 Each/Every Incident, up to but not exceeding the applicable "Each Incident" limit of coverage; provided that if the same, related or continuous **Pollution Conditions** result in **Clean-Up Costs** which exhaust the Notional Commutation Account, the applicable Self-Insured Retention amount shall be the difference between the amount of such **Clean-Up Costs** paid from the balance of the Notional Commutation Account and \$100,000. A single Self-Insured Retention shall apply to all **Loss** arising from the same, related or continuous **Pollution Conditions**. The Self-Insured Retention is to be borne by the **Insured** and is not to be insured. The insurance provided by this Policy shall be excess over the Self-Insured Retention, whether such Self-Insured Retention is collectible or not collectible by reason of the refusal or inability of the **Insured** to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make any payment under this Policy before the **Insured** has paid the Self-Insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-Insured Retention is expressly retained by the **Insured** and is not in any way or under any circumstances insured or assumed by the Company.

The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the Self-Insured Retention.

**2. MEC Pollution Conditions**

Subject to Paragraphs V.A. through V.D. above, solely with respect to **Clean-Up Costs** associated or in connection with **Pollution Conditions** arising from **Pollutants** which are **Munitions and Explosives of Concern** and upon exhaustion of the General Notional Commutation Account, this Policy is to pay covered **Loss** in excess of a Self-Insured Retention amount of \$100,000 per **Insured Parcel**, up to but not exceeding the applicable "Each Incident" limit of coverage; provided that if the same, related or continuous **Pollution Conditions** result in **Clean-Up Costs** which exhaust the Notional Commutation Account, the applicable Self-Insured Retention amount shall be the difference between the amount of such

**Clean-Up Costs** paid from the balance of the Notional Commutation Account and \$100,000. The Self-Insured Retention is to be borne by the **Insured** and is not to be insured. The insurance provided by this Policy shall be excess over the Self-Insured Retention, whether such Self-Insured Retention is collectible or not collectible by reason of the refusal or inability of the **Insured** to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make any payment under this Policy before the **Insured** has paid the Self-Insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-Insured Retention is expressly retained by the **Insured** and is not in any way or under any circumstances insured or assumed by the Company.

The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the Self-Insured Retention.

## VI. CONDITIONS

- A. **Assignment** - This Policy may not be assigned, except with the prior written consent of the Company, which consent shall be unreasonably withheld or delayed, and the **Named Insured** and **FORA**. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.
- B. **Subrogation** - In the event of any payment under this Policy, the Company shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including without limitation, assignment of the **Insured's** rights against any person or organization who caused **Pollution Conditions** or is responsible for any **Pollutants** on account of which the Company made any payment under this Policy. The **Insured** shall do nothing to prejudice the Company's rights under this paragraph subsequent to **Loss**. Any recovery as a result of subrogation proceedings arising out of the payment of **Loss** or **Clean-Up Costs** covered under this Policy shall accrue first to the **Insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the Policy and then to the **Insured** to the extent of its **Self-Insured Retention**. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery. The Company agrees to waive its rights of subrogation, as provided herein, against the U.S. Department of the Army.
- C. **Cooperation** - The **Insured** shall cooperate with the Company and offer all reasonable assistance in the investigation and defense of **Claims** or the evaluation of **Clean-Up Costs** under the applicable Coverages purchased. The Company may require that the **Insured** submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the **Insured's** attendance at meetings with the Company. The **Insured** must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses.
- D. **Changes** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the Company to form a part of this Policy.
- E. **Voluntary Payments** -, Except with respect to **Clean-Up Costs** incurred by the **Scheduled Contractor**, no **Insured** shall voluntarily enter into any settlement, or make any payment or

assume any obligation unless in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions** or **Pollutants**, without the Company's consent which shall not be unreasonably withheld, except at the **Insured's** own cost. However, this condition shall not apply to **Clean-Up Costs** otherwise covered under Coverages B and C.

F. **Concealment or Fraud** - Subject to Section VI P. Separation of Insureds, this entire Policy shall be void as of its inception if, whether before or after **Clean-Up Costs** are incurred or a **Claim** is first made, the **Named Insured** has willfully concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy, the description of the **Insured Property**, or the interest of the **Insured** therein.

G. **Cancellation** - This Policy may be cancelled by the **Named Insureds** listed in Item No. 1 of the Declarations by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective; provided, however, that all of the **Named Insured(s)'s** consent in advance in writing to such cancellation. The Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insureds** listed in Item 1 of the Declarations at the address shown in the Policy, written notice stating when not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice. The Company shall concurrently provide copies of the aforesaid notice of cancellation to all **Named Insureds** identified in Item 1 of the Declarations. If during the sixty (60) day (10 days for nonpayment of premium) notice period referenced in this Paragraph the **Insured** is able to timely cure the reasons for cancellation of this Policy, within the reasonable discretion of the Company, cancellation will be rescinded and coverage under the Policy shall remain in full force and effect:

1. Material misrepresentation by the **Insured** that prejudices the Company;
2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy that materially prejudices the Company;
3. Failure to pay any premium when due or failure to reimburse any portion of the Self Insured Retention advanced by the Company when due; or
4. A material change in use of the **Insured Property** or any **Insured Parcel** during the **Policy Period**, which results in a use which is different from the **Intended Use**

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. Notwithstanding the foregoing, in the event that a material change in use takes place at a particular **Insured Parcel(s)**, cancellation shall only apply to such particular **Insured Parcel**; provided further that no return premium shall be due as a result of cancellation as to a particular **Insured Parcel(s)**. In the event of nonpayment of premium, the Company's sole remedy shall be cancellation of this policy pursuant to this Section VI.G.

In the event of cancellation, the return premium payable to **FORA** shall only be the balance of the Notional Commutation Account as established pursuant to Section VI.R. below minus any **Clean-Up Costs** reserved by the Company; provided, however, that in the event that the **ESCA** has been terminated pursuant to Section D.8.2(1) of the **ESCA** and the balance of the Notional Commutation Account is positive, the return premium payable to **FORA** shall be: (1) the amount credited to the Notional Commutation Account, in accordance with Section VI. R.

below, less any **Clean-Up Costs** paid and reserved by the Company; plus (2) fifty percent (50%) of the difference between the amount credited to the Notional Commutation Account upon payment of the first installment premium and the amount of the first premium installment as set forth in Section VI.T.

Any return of a balance of the Notional Commutation Account by the Company pursuant to the foregoing shall only be made in return for a complete release of the Company of all liability under this Policy, whether known or unknown. Further, if this Policy has been relied upon by any **Governmental Authority** or other governmental entity as an instrument of financial assurance, the Company shall not have any obligation to pay **FORA** any remaining balance of the Notional Commutation Account as set forth above until such **Governmental Authority** or governmental entity has released the Company from any liability it has or may have under this Policy, whether known or unknown, or until the **Named Insured** has established, to the reasonable satisfaction of the Company, that alternative financial assurance has been provided.

- H. **Other Insurance** – Where other insurance or surety bonds may be available for **Loss** or **Clean-Up Costs** covered under this Policy, the **Insured** shall promptly upon request of the Company provide the Company with copies of all such policies. If other valid and collectible insurance is available to the **Insured** for **Loss** or **Clean-Up Costs** covered by this Policy, the Company's obligations are limited as follows:
1. This insurance is primary, and the Company's obligations are not affected unless any of the other insurance is also primary. In that case, the Company will share with all such other insurance by the method described in Paragraph 3. below.
  2. Solely with respect to Coverages B and C, this insurance is primary, except that this insurance shall be excess over any other insurance or any surety bonds that may be primary, and the Company's obligations are not effected unless any of the other insurance is also excess. In that case, the Company will share with all such other insurance by the method described in paragraph 3. below.
  3. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
  4. Notwithstanding the foregoing subparagraphs 1. through 3., this insurance is primary to and unaffected by any contractor's pollution liability policy issued by the Company or one of its affiliates to any **Scheduled Contractor**.
- I. **Right of Access and Inspection** – To the extent the **Insured** has such rights, any of the Company's authorized representatives shall have the right and opportunity but not the obligation to interview persons employed by the **Insured** and to inspect at any reasonable time, during the **Policy Period** or thereafter, the **Insured Property**. Neither the Company nor its representatives shall assume any responsibility or duty to the **Insured** or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering

practices or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist the Company's representatives during any inspection.

- J. **Access to Information** - The **Named Insured** agrees to provide the Company with access to any information developed or discovered by the **Insured** concerning **Loss** or **Clean-Up Costs** covered under this Policy, whether or not deemed by the **Insured** to be relevant to such **Loss** or **Clean-Up Costs** and to provide the Company access to interview any **Insured** and review any documents of the **Insured**.
- K. **Representations** - By acceptance of this Policy, the **Named Insured** agrees that the statements in the Declarations and the warranty application are their agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.
- L. **Action Against Company** - No third-party action shall lie against the Company, unless as a condition precedent thereto there shall have been full compliance with all of the terms of this Policy, nor, with respect to Coverage A, until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by the Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or his legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

- M. **Arbitration** - Upon the mutual consent of the Company and the **Named Insureds** affected by any dispute under this Policy, all disputes or differences that may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Loss** as to the **Claim** or matter being arbitrated (other than those subject to Section IV.C. of this Policy), may be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. The arbitrators shall be chosen in the manner and within the time frames provided by such rules. If permitted under such rules, the arbitrators shall be three disinterested individuals having knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute.

Subject to the mutual consent of the Company and the **Named Insured** affected by any dispute under this Policy, any party may commence such arbitration proceeding and the arbitration shall be conducted in Monterey County, California. The arbitrators shall give due consideration to the general principles of the law of the State of California in the construction and interpretation of the provisions of this Policy; provided, however that the terms, conditions, provisions and exclusions of this Policy are to be construed in an evenhanded fashion as between the parties.

The written decision of the arbitrators shall set forth its reasoning, shall be provided simultaneously to both parties and shall be binding on them. The arbitrators' award shall not include attorney fees or other costs. Judgment on the award may be entered in any court of competent jurisdiction. Each side shall bear equally the expenses of the arbitrations.

- N Service Of Suit** - It is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon General Counsel, Legal Department, American International Specialty Lines Insurance Company, 70 Pine Street, New York, NY 10270, or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- O. Acknowledgment of Shared Limits** – By acceptance of this Policy, the **Named Insureds** understand, agree and acknowledge that the Policy contains a Policy Aggregate Limit that is applicable to, and will be shared by, all **Named Insureds** and all other **Insureds** who are or may become insured hereunder. In view of the operation and nature of this shared Policy Aggregate Limit, the **Named Insureds** and all other **Insureds** understand and agree that prior to filing a **Claim** under the Policy, the Policy Aggregate Limit may be exhausted or reduced by prior payments for other **Claims** under the Policy.
- P. Separation of Insureds** - It is hereby agreed that except with respect to the Limit of Liability, Section II. 1. E. (Insured vs. Insured exclusion), and any rights and duties specifically assigned to the first **Named Insured**, this insurance applies: 1. As if each **Named Insured** were the only **Named Insured**; and 2. Separately to each **Named Insured** against whom a **Claim** is made. Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one **Named Insured** shall not prejudice the interest of coverage for another **Named Insured** under this Policy. Provided, however, that this Condition shall not apply to any **Named Insured** who is a parent, subsidiary or affiliate of the first **Named Insured**.
- Q. Financial Assurance** – This Policy may be not be used as evidence of financial assurance without the advance written consent of the Company, which consent shall be at the Company's sole discretion; provided, however that the Policy may be used as evidence of the satisfaction of the financial security requirements of Section 4.1.9 of the **ESCA**. In no event shall such use of the Policy confer any rights under the Policy or impose any obligation upon the Company to any third party, including, but not limited to, any **Governmental Authority** or the U.S Department of the Army.
- R. Notional Commutation Accounts.** The Company shall establish a Notional Commutation Account the balance of which shall be calculated as follows:
1. \$23,057,066 upon payment of the first premium installment in accordance with Section VI.T. below; plus

2. \$27,868,571 upon payment of the second premium installment in accordance with Section VI.T. below; provided, however, that in the event that the second premium installment is paid prior to June 1, 2008, the foregoing amount shall be reduced by \$3,808 for each day prior to June 1, 2008 that the second premium installment is received by the Company; plus
3. \$21,857,799 upon payment of the third premium installment in accordance with Section VI.T. below; provided, however, that in the event that the third premium installment is paid prior to June 1, 2009, the foregoing amount shall be reduced by \$2,845 for each day prior to June 1, 2009 that the third premium installment is received by the Company; plus
4. Funds Growth credited as per below; plus
5. Subrogation recoveries for **Clean-Up Costs** paid under Coverages A, B and C; less
6. 100% of **Clean-Up Costs** and **Loss** paid by the Company under Coverages A, B or C.

Notwithstanding the foregoing, if, at the time of the payment of any premium installment, the Company has made payments of **Clean-Up Costs** and **Loss** under Coverages A, B, and/or C in excess of the balance of the Notional Commutation Account, the amount credited to the Notional Commutation Account upon payment of such premium installment shall be reduced by the amount of such payments made by the Company in excess of the balance of the Notional Commutation Account.

Funds Growth: The Notional Commutation Account, if positive, will earn interest at an annual rate equal to the 1 year Constant Maturity Treasury (CMT) Rate yield prevailing on the day the premium is paid to the Company. The CMT will be updated annually as of the anniversary date of policy inception.

Partial Commutation: Upon **Project Completion**, the **Named Insured** under Coverages B and C may elect to commute coverage under Coverages B and C for all **Clean-Up Costs** by providing written notice thereof to the Company and to the **Named Insured FORA**. If the **Named Insured** elects such partial commutation, the Company will continue to retain 30% of the balance of the Notional Commutation Account in the Notional Commutation Account; provided, however, that such retained amount shall not exceed \$500,000, whereupon such retained amount shall thereafter be applied to **Loss** incurred under Coverage A pursuant to the terms of this Policy. The Company will pay the remainder of the balance of the Notional Commutation Account to the **Named Insured** under Coverages B and C. Payment by the Company shall only be made in return for a complete release of all liability for **Clean-Up Costs**, whether known or unknown, under Coverages B and C. Further, if this Policy has been relied upon by any **Governmental Authority(s)** or other governmental entity as an instrument of financial assurance, the Company shall not have any obligation to pay to the **Named Insureds** any remaining balance of the Notional Commutation Account as set forth above until the applicable **Governmental Authority(s)** and/or other governmental entity has released the Company from any obligation to pay **Clean-Up Costs**, whether known or unknown, under Coverages B and C or until the **Named Insured(s)** have established, to the satisfaction of the Company, in its sole discretion, that alternative financial assurance has been provided.

Pilot Project Cost Savings Commutation: In the event that the **Named Insured** under Coverages B and C and the **Named Insured FORA** provide joint written notice to the Company, accompanied by supporting documentation reasonably acceptable to the Company, that that the standard MEC clearance to depth protocol has been approved by the applicable **Governmental Authority(s)**, the Company shall pay to the **Named Insured FORA** from the Notional Commutation Account balance the amount of the **Pilot Project Cost Savings** in exchange for a complete release under all coverages by all **Named Insureds** of all liability for **Clean-Up Costs** for **Clean-Up** beyond the standard MEC clearance to depth protocol, whether

known or unknown. Such release will be effective regardless of whether **Clean-Up** beyond the standard MEC clearance to depth protocol is later required by any **Governmental Authority**. However, the maximum amount payable from the Notional Commutation Account balance pursuant to this provision shall be calculated as follows: \$9,126.55 x (519 minus the number of acres subject to the Pilot Project, as that term is defined in the **ESCA**).

Final Commutation: At any time after the second (2<sup>nd</sup>) anniversary of the **Inception Date**, all **Named Insureds** may jointly elect to commute coverage under this Policy by providing written notice thereof to the Company. In such event, the Company will pay the balance of the Notional Commutation Account to any **Named Insured** specified in the aforesaid notice if so directed in such notice from all **Named Insureds**. Payment by the Company shall only be made in return for a complete release of the Company of all liability under this Policy, whether known or unknown. Further, if this Policy has been relied upon by any **Governmental Authority** or other governmental entity as an instrument of financial assurance, the Company shall not have any obligation to pay the **Named Insureds** any remaining balance of the Notional Commutation Account as set forth above until such **Governmental Authority** or governmental entity has released the Company from any liability it has or may have under this Policy, whether known or unknown, or until the **Named Insured** has established, to the reasonable satisfaction of the Company, that alternative financial assurance has been provided.

Final Release of Notional Commutation Account: Upon March 30, 2022, the Company shall release any remaining balance of the Notional Commutation Account to the **Named Insured FORA**.

S. **Sale or Transfer of the Insured Property** (Coverages B and C only) - In the event that control of the **Remedial Plan** is relinquished by the **Named Insured** or an **Insured Property** is sold or ownership or operational control is transferred by the **Named Insured** prior to the completion of the **Clean-Up** to which this Policy applies, this Policy shall remain in full force and effect, subject to its terms and conditions only if:

1. The Company receives written notification at least forty-five (45) days prior to the effective date of such sale or transfer and consents to the sale or transfer, which consent shall not be unreasonably withheld; and
2. The new owner or operator of the **Insured Property** fully complies with all applicable conditions, duties and obligations set forth in this Policy.

T. **Payment of Premium** – The policy premium shall be paid in three installments:

- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
- b) The second premium installment of \$28,500,000 shall be paid on or before June 1, 2008; provided, however, that in the event that the second premium installment is paid prior to June 1, 2008, the amount of the second premium installment due shall be reduced by \$5,283 for each day prior to June 1, 2008 that the second premium installment is received by the Company.
- c) The third premium installment of \$22,825,131 shall be paid on or before June 1, 2009; provided, however, that in the event that the third premium installment is paid

prior to June 1, 2009, the amount of the third premium installment due shall be reduced by \$4,064 for each day prior to June 1, 2009 that the third premium installment is received by the Company.

Failure to pay any policy premium installment required above when due shall constitute failure to pay premium pursuant to Section VI. G. Cancellation above.

**U. Cost Cap Additional Insured** -- A Cost Cap Additional Insured scheduled below shall become the **Named Insured** under Coverages B and C only in the event the Cost Cap Additional Insured becomes responsible for the execution of the **Remedial Plan** due to the occurrence of any of the following:

- i) Receipt by the Company of a written request, consented to by all Cost Cap Additional Insureds scheduled below and the **Named Insured** under Coverages B and C, to remove the **Named Insured** listed in Item 1. of the Declarations from the Policy and to replace a Cost Cap Additional Insured as the **Named Insured** under Coverages B and C; or
- ii) Receipt by the Company of a written certificate from the **Named Insured FORA** stating that an LFR Default by the **Named Insured LFR** under the **Remediation Services Agreement** has occurred, which certificate is either countersigned by and asserted to by the **Named Insured LFR** or is accompanied by a final judgment or a certificate from an arbitrator pursuant to the dispute resolution provisions of the **Remediation Services Agreement** confirming that such an Event of Default has occurred and was not timely cured by the **Named Insured LFR**. The Company shall be entitled to rely on such certification and shall not be held liable by any **Insured** based upon such reliance

Further, in the event any of the foregoing is satisfied and a Cost Cap Additional Insured becomes the **Named Insured** under Coverages B and C:

- a) The Cost Cap Additional Insured first listed below shall become the **Named Insured** under Coverages B and C, or another Cost Cap Additional Insured agreed upon by the Company and all Cost Cap Additional Insureds scheduled below shall become the **Named Insured** under Coverages B and C.
- b) The Cost Cap Additional Insured who becomes the **Named Insured** shall assume all the responsibilities of the **Named Insured** under Coverages B and C, including, but not limited to, providing **Clean-up Progress Reports**, reporting the discovery of new **Pollutants**, or increases in the concentration or disbursement of known **Pollutants**, responsibility for receipt and acceptance of endorsements to the Policy and giving and receiving notice of cancellation.
- c) The Company shall have the right but not duty to perform, manage or undertake **Clean-Up** and the right to approve any new **Scheduled Contractor**. Any sums expended in taking such action by the Company will be deemed incurred or expended by the **Insured** and shall be applied against the limits of coverage under this Policy. Nothing done by the Company in executing its rights shall result in liability in excess of the Limits of Liability stated in Item 4. of the Declarations.

The addition of any below listed entity(s) as a **Named Insured** under Coverages B and C shall not change the Limits of Liability, the **Remedial Plan** or any terms or conditions of the Policy.

Cost Cap Additional Insured(s)

**FORA**

- V. **Default by FORA/LFR** – In the event that: (a) **FORA** becomes the **Named Insured** under Coverages B and C pursuant to Section VI.U. above and thereafter is in default of its obligation to perform **Clean-Up** as required by the **ESCA** or (b) **FORA** is unable or unwilling to become the **Named Insured** under Coverages B and C although either of the conditions (i) or (ii) for **FORA** to do so pursuant to Section VI.U. have been met, then the U.S. Department of the Army shall have the right but not the duty to request that a qualified contractor become the **Named Insured** under Coverage B and C, and such contractor shall become the **Named Insured** subject to the Company’s prior written approval, which approval shall not be unreasonably denied or delayed. The contractor who becomes the **Named Insured** shall assume all the responsibilities of the **Named Insured** under Coverages B and C, including, but not limited to, providing **Clean-up Progress Reports**, reporting the discovery of new **Pollutants**, or increases in the concentration or disbursement of known **Pollutants**, responsibility for receipt and acceptance of endorsements to the Policy and giving and receiving notice of cancellation. The addition of such contractor as the **Named Insured** under Coverages B and C shall not change the Limits of Liability, the **Remedial Plan** or any terms or conditions of the Policy.
- W. **Addition of Named Insureds** – Upon the written request of FORA, the Company shall add any municipality or county who has acquired title to an **Insured Parcel** as a **Named Insured** under Coverage A, but solely with respect to that **Insured Parcel**. The addition of any such entity as a **Named Insured** shall not be effective until endorsed onto the Policy.
- X. **Condition of Payment** -- It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”).
- Y. **Authorship** -- The Company and the **Insured** agree that this Policy reflects the joint drafting efforts of the Company and the **Insured**. In the event any dispute, disagreement or controversy arises regarding this Policy, the parties hereto agree that they shall be considered joint authors and no provision shall be interpreted against the Company or the **Insured** because of authorship. The Company and the **Insured** also agree that they are fully informed as to the meaning and intent of this Policy and have been advised by counsel in that regard.

**VII. DEFINITIONS**

- A. **AOC** means the Administrative Order on Consent for Clean-Up of Portions of the Former Ft. Ord dated December 20, 2006.
- B. **Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress, sustained by any person, including death resulting therefrom.
- C. **Claim** means a written demand received by the **Insured** seeking a remedy or alleging liability or responsibility on the part of the **Insured** for **Loss** under Coverage A.

**D. Clean-Up means:**

1. With respect to Coverage B, those activities undertaken by a **Scheduled Contractor** pursuant to the execution of the **Remedial Plan**, and in the event of termination of the **ESCA** pursuant to Section D.8.2(1) thereof, reasonable demobilization activities; and
2. With respect to Coverage C (i) preparation of a supplementary remedial plan including the associated investigation of **Pollutants** that are not **MEC**, subject to the sub-limit set forth in Section V. Paragraph D.2.; and (ii) habitat assessments or other related investigations or evaluations pertaining to endangered species required by a **Governmental Authority**; or (iii) activities undertaken by or on behalf of a **Scheduled Contractor** pursuant to the removal, disposal, treatment (including in situ treatment) or neutralization of **Pollutants** that are not **MEC**, to the standard governing the **Intended Use** of the **Insured Property** and anticipated in the **Remedial Plan**; and
3. **Clean-Up** also includes (a) any unscheduled activities that the Company has consented to in advance in writing at its sole discretion, (b) stipulated penalties payable pursuant to the **AOC** up to a maximum of \$350,000 total for all such penalties, or (c) any unscheduled activities that are required by a modification of the **Remedial Plan** provided such modification meets the requirements of exception 1. or 2. of the exclusion set forth in Section II. 3. I..

**E. Clean-Up Costs means:**

1. With respect to Coverage A, reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of soil, surfacewater, sediment, groundwater or other contamination:
  - (a) To the extent required by **Environmental Laws** or required to satisfy a **Voluntary Cleanup Program**; or
  - (b) solely with respect to **Munitions or Explosives of Concern**, to the extent required by the **ESCA** or the **AOC**; or
  - (c) That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof.
2. With respect to Coverage B, reasonable and necessary costs, charges, and expenses incurred for **Clean-Up**;
3. With respect to Coverage C, reasonable and necessary costs, charges, and expenses incurred for **Clean-Up**.
4. Solely with respect to Coverages B and C, **Clean-Up Costs** does not include:
  - (a) Costs, charges or expenses incurred for litigation, arbitration or other form of dispute resolution in any way related to or in connection with **Clean-Up**, including fees of attorneys, consultants, investigators, adjusters and experts, unless otherwise expressly consented to in writing and in advance by the Company and specifically included in the Definition of Clean-Up Endorsement;

or

- (b) Costs, charges or expenses expended in preparation of the **Remedial Plan**; provided, however, the sub-limit of liability described in Section V., Paragraph D.2, shall apply to reasonable and necessary costs, charges or expenses expended in preparation of a supplementary remedial plan and the associated investigation of **Pollutants** that are not **MEC** under Coverage C; or
  - (c) Personnel costs, charges or expenses in excess of those specified in the **Rate Schedule** unless such costs, charges or expenses are incurred with the prior written approval of the Company.
  
- F. **Clean-Up Cost Progress Reports** means reports completed by the **Insured** which summarize **Clean-Up** activities performed and anticipated to be performed and the costs and estimated costs of those activities in accordance with the requirements of the **Remedial Plan**. The reports must be completed by the **Named Insured** under Coverages B and C and submitted to the Company at the time intervals prescribed in Item 10 of the Declarations.
  
- G. **Clean-Up Schedule** means the schedule of activities and corresponding general timeframes that are to be performed by a **Scheduled Contractor** in the execution of the **Remedial Plan** as set forth in the Fort Ord ESCA Schedule dated 3/09/07, Exhibit C to the **Remedial Plan**.
  
- H. **Continuity Date** means the **Inception Date**.
  
- I. **Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, permits, guidance documents, and governmental, judicial or administrative orders and directives, whether issued pursuant to the **AOC** or otherwise) that are applicable to **Pollution Conditions**; provided, however, that **Environmental Laws** shall not include laws, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives promulgated or issued by the U.S. Department of the Army, **FORA** or any county, municipality or other governmental entity which becomes a **Named Insured** under this Policy..
  
- J. **ESCA** means the Environmental Services Cooperative Agreement between the U.S. Department of the Army and **FORA** dated March 30, 2007.
  
- K. **FORA** means Fort Ord Reuse Authority, or, with the prior written consent of the Company, its successors or assigns as provided in Section 5.2 of the **ESCA**.
  
- L. **Governmental Authority(s)** means the Environmental Protection Agency, the California Department of Toxic Substances Control, the US Fish and Wildlife Service, the California Department of Fish and Game and any other governmental authority with direct regulatory authority over **Clean-Up** at the **Insured Property**; provided, however, that **Governmental Authority(s)** shall not include the U.S. Department of the Army, **FORA** or any county, municipality or other governmental entity which becomes a **Named Insured** under this Policy.
  
- M. **Inception Date** means the first date set forth in Item 2 of the Declarations.
  
- N. **Insured** means the **Named Insured**, and any past or present director, officer, board member, partner or employee thereof, including a temporary or leased employee, while acting within the scope of his or her duties as such.

- O. **Insured Contract** means a contract or agreement submitted to and approved by the Company, and listed on an Endorsement to this Policy.
- P. **Insured Parcel** means all of the parcels that are collectively identified on a single map on each of Maps 1 through 9 located on the **Insured Property** as identified in ESCA Parcels by HMP Categories - Maps 1 through 9 prepared by MACTEC and attached to the Schedule of Insured Property(s) Endorsement.
- Q. **Insured Property** means the locations identified in the Insured Property Endorsement.
- R. **Intended Use** means the corresponding proposed future use designated for each particular parcel, or portion of each particular parcel, as identified in ESCA Parcels by HMP Categories - Maps 1 through 9 prepared by MACTEC and attached to the Schedule of Insured Property(s) Endorsement.
- S. **LFR** means LFR Inc.
- T. **Loss** means: 1. Costs, charges and expenses incurred in the defense, investigation or adjustment of **Claims for Clean-Up Costs**; or 2. **Clean-Up Costs**.
- U. **Remediation Services Agreement** means that certain Remediation Services Agreement by and between **FORA** and **LFR** dated March 30, 2007.
- V. **Munitions and Explosives of Concern** or **MEC** shall have the meaning given to such term in the **ESCA**, but shall, for purposes of this Policy, also include "Munitions Constituents" as such term is defined in the **ESCA** and shall also include lead in soils resulting from structures on the **Insured Property**, which are to be demolished pursuant to the **Remedial Plan**.
- W. **Named Insured** means the entities listed in Item 1 of the Declarations,, acting on behalf of all other **Insureds**, if any, for the payment or return of any premium, payment of any self-insured retention, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal.
- X. **Natural Resource Damage** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- Y. **Operable Unit Closeout Determination** means, with respect to an **Operable Unit**, receipt of **Site Closeout** of all **Insured Parcels** which are located within that particular **Operable Unit**.
- Z. **Operable Unit** means each of the four primary groupings (Groups 1 through 4) as identified in the **Remedial Plan** as constituted on **Inception Date**..
- AA. **Pilot Project Cost Savings** means "Pilot Project Cost Savings" as defined in the **ESCA**.
- BB. **Policy Period** means the period set forth in Item 2 of the Declarations for the applicable coverage(s), or any shorter period arising as a result of:

1. Cancellation of this Policy; or
  2. With respect to particular **Insured Property(s)** or **Non-Owned Location(s)** designated in the Declarations, the deletion of such location(s) from this Policy by the Company at the **Named Insured's** written request, but solely with respect to that **Insured Property** or **Non-Owned Location**.
- CC. Pollution Conditions** means the discharge, dispersal, release or escape of any **Pollutants** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, other than groundwater but including surface water or sediments provided that such conditions are not naturally present in the environment in the amounts or concentrations discovered. **Pollution Conditions** shall include the existence of **MEC** on or under the **Insured Property** prior to the **Inception Date**.
- DD. Pollutants** means wastes and any solid, liquid, gaseous or thermal irritant or contaminant, including, soot, acids, alkalis, medical waste or toxic chemicals that were on or under the **Insured Property** prior to the **Inception Date**. **Pollutants** also includes **MEC** that existed on or under the **Insured Property** prior to the **Inception Date**.
- EE. Project Completion** means the receipt of a **Site Closeout** for the entire **Insured Property**.
- FF. Property Damage** means:
1. Physical injury to or destruction of tangible property, including the resulting loss of use and diminution in value thereof;
  2. Loss of use and diminution in value of tangible property that has not been physically injured or destroyed; and
  3. **Natural Resource Damage**.

**Property Damage** does not include **Clean-Up Costs**.

**GG. Rate Schedule** means the rate schedules as set forth in the LFR/Weston Rate Schedule 2007 dated March 23, 2007 on file with the Company; provided, however, that such rates may be adjusted, on an annual basis, at the beginning of the first calendar year after **Inception Date**, by a **Scheduled Contractor(s)** for personnel utilized by that **Scheduled Contractor** as such **Scheduled Contractor** is adjusting their standard hourly rates for remediation projects in California; provided, however, the hourly rates charged for each category of personnel shall not increase annually by more than the greater of: (1) the prevailing wage rate applicable to each category of personnel, or, with respect to professional service categories not subject to prevailing wage rates, 4.2%; or (2) the annual change in the Consumer Price Index -- All Consumers as published in the Wall Street Journal for such calendar year or any comparable index published in such other national news publication agreed to by the **Named Insured** under Coverages B and C and the Company; or (3) the annual change in prevailing wage rates required to be charged for such category of personnel under and pursuant to the McNamara-O'Hara Service Contract Act.

**HH. Remedial Plan** means the "Remedial Plan, MEC Remediation Program, Fort Ord Early Transfer/Environmental Services Cooperative Agreement Project, Fort Ord, California"

document attached to and forming part of this Policy and any modifications thereto required by a **Governmental Authority** subject to the terms of Section II.3.I hereof.

- II. **Responsible Insured** means the manager or supervisor of the applicable **Named Insured** responsible for environmental affairs, control or compliance, or any manager of the **Insured Property** that is an employee of a **Named Insured**, or any officer, director or partner of the **Named Insured**.
- JJ. **Scheduled Contractor** means a remediation contractor approved by the Company and scheduled on the Definition of Scheduled Contractor Endorsement.
- KK. **Site Closeout** shall have the meaning given to such term in the **ESCA**.
- LL. **Termination Date** means, with respect to Coverages B and C, the earliest of the following:
- (a) the date set forth in Item 9 of the Declarations;
  - (b) The ending date of the period set forth in Item 2 of the Declarations;
  - (c) The date the Limit of Liability shown in Item 3 of the Declarations for Coverages B and C is exhausted;
  - (d) The date the **Named Insured** receives **Operable Unit Site Closeout Determination** for an **Operable Unit**, but solely with respect to that particular **Operable Unit**;
  - (e) **Project Completion**; or
  - (f) Cancellation of the Policy pursuant to Section VI., paragraph G.

The **Termination Date** shall not be extended by the exercise of any rights held by a governmental entity or quasi-governmental entity to reopen, reconsider or otherwise cause the **Insured** to perform **Clean-Up** after previously having approved or acknowledged that the **Remedial Plan** has been completed.

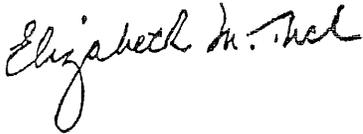
- MM. **Voluntary Cleanup Program** means a program of the United States or a state of the United States enacted pursuant to **Environmental Laws** which provides for a mechanism for the written approval of, or authorization to conduct, voluntary remedial action for the clean-up, removal or remediation of **Pollutants** or **Pollution Conditions** that exceed actionable levels established pursuant to **Environmental Laws**.

The remainder of this page has been intentionally left blank. Policy Signature Page shall immediately follow.

POLICY SIGNATURE PAGE

This Policy Signature Page,  
forms a part of Policy No: EPP 778 2507

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



---

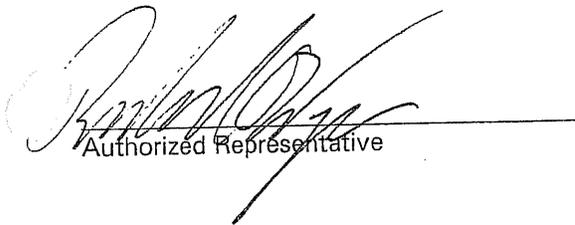
Secretary  
American International Specialty  
Lines Insurance Company



---

President  
American International Specialty  
Lines Insurance Company

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.

  
Authorized Representative

AIG ENVIRONMENTAL

**NOTICE OF LOSS/NOTICE OF CLAIM**

INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO EACH ADDRESS BELOW:

Manager, Pollution Insurance Products Unit  
AIG Domestic Claims, Inc.  
PIP Claims Department  
101 Hudson Street, 31<sup>st</sup> Floor  
Jersey City, NJ 07302  
Fax Number: 866-947-1377  
Email: PIPCLAIMS.reporting@aig.com

Date of Notice: \_\_\_\_\_

NAMED INSURED: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_  
Contact: \_\_\_\_\_

ADDRESS OF INSURED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BROKER NAME: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_  
Contact: \_\_\_\_\_

BROKER ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**POLICY INFORMATION:**

Policy Number: \_\_\_\_\_  
Policy Period: From: \_\_\_\_\_ To: \_\_\_\_\_

**Loss Information:**

Loss Location: \_\_\_\_\_  
\_\_\_\_\_

Date & Description of Loss: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For AIG Use Only:**

Date Claim Notice Received: \_\_\_\_\_  
Date of Claim: \_\_\_\_\_  
Company/Person Filing Suit (if applicable): \_\_\_\_\_

*NOTE: Any person who knowingly files a Statement of Claim containing any false or misleading information is subject to criminal and civil penalties.*

**ENDORSEMENT NO. 1**

This endorsement, effective 12:01AM, March 30, 2007  
Forms a part of Policy No: EPP 778 2507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULE OF INSURED PROPERTY(S) ENDORSEMENT**

It is hereby agreed that only the following locations are included in Item 5 of the Declarations as **Insured Property(s)**:

**Item 5: INSURED PROPERTY(S):**

The following Parcels as identified in the ESCA Parcels by HMP Categories - Maps 1 through 9 prepared by MACTEC and attached to this Endorsement:

**Map 1 –East Garrison:**

Parcel ID

- E11b.6.1
- E11b.7.1.1
- E11b.8
- L20.19.1.1

**Map 2 – Development North (NE Parker Flats):**

Parcel ID

- L20.2.1
- L5.7
- E19a.3
- E19a.4

**Map 3 – Laguna Seca:**

Parcel ID

- L20.5.1
- L20.5.2
- L20.5.3
- L20.5.4
- L20.3.1
- L20.3.2

**Map 4 – Mout Site**

Parcel ID

- F1.7.2
- L20.8

**Map 5 – CSUMB Housing**

Parcel ID

- S1.3.2

ENDORSEMENT NO. 1 (Continued)

Map 6 – Parker Flats – Page 1 of 2 (Above and below Cash Line)

Parcel ID

- E18.1.1
- E18.1.2
- E18.1.3
- E18.4
- E19a.1
- E19a.2
- E19a.3
- E19a.4
- E19a.5
- E20c.2
- L23.2
- L20.18
- L32.1

Map 7 – Interim Action Range 43-48

Parcel ID

- E38
- E39
- E40
- E21b.3
- E41
- E42

Map 8 – Seaside Development

Parcel ID

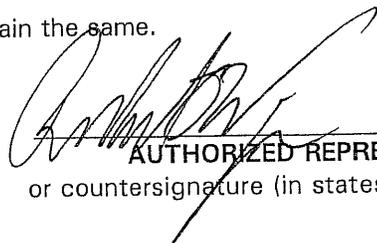
- E24
- E34
- E23.1
- E23.2

Map 9 – Del Rey Oaks

Parcel ID

- E29.1
- L20.13.1.2
- L20.13.3.1
- L6.2

All other terms, conditions, and exclusions shall remain the same.

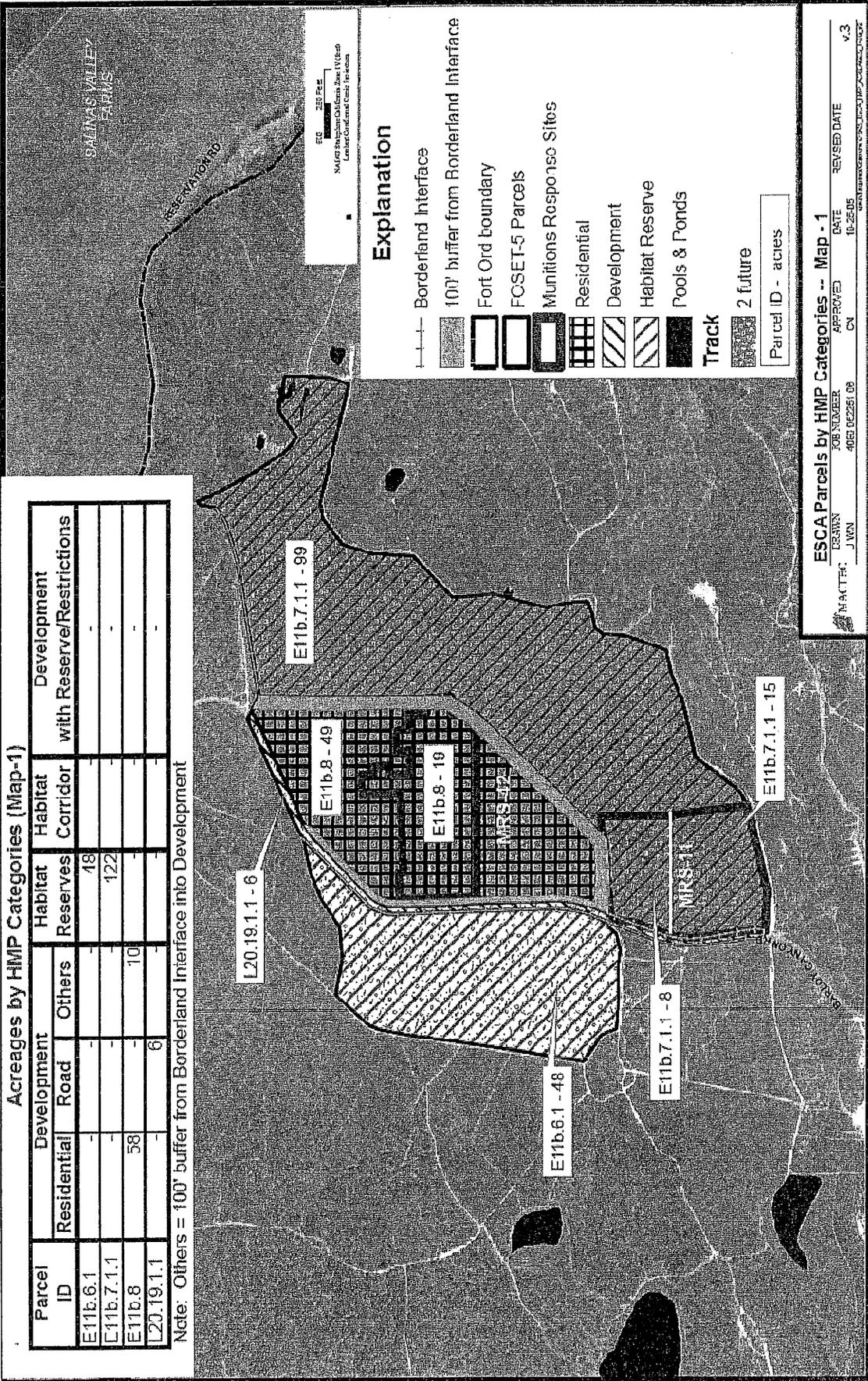
  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)



Acres by HMP Categories (Map-1)

Parcel ID	Development			Habitat Reserves	Habitat Corridor	Development with Reserve/Restrictions
	Residential	Road	Others			
E11b.6.1	-	-	48	-	-	-
E11b.7.1.1	-	-	122	-	-	-
E11b.8	58	-	10	-	-	-
L20.19.1.1	-	6	-	-	-	-

Note: Others = 100' buffer from Borderland Interface into Development

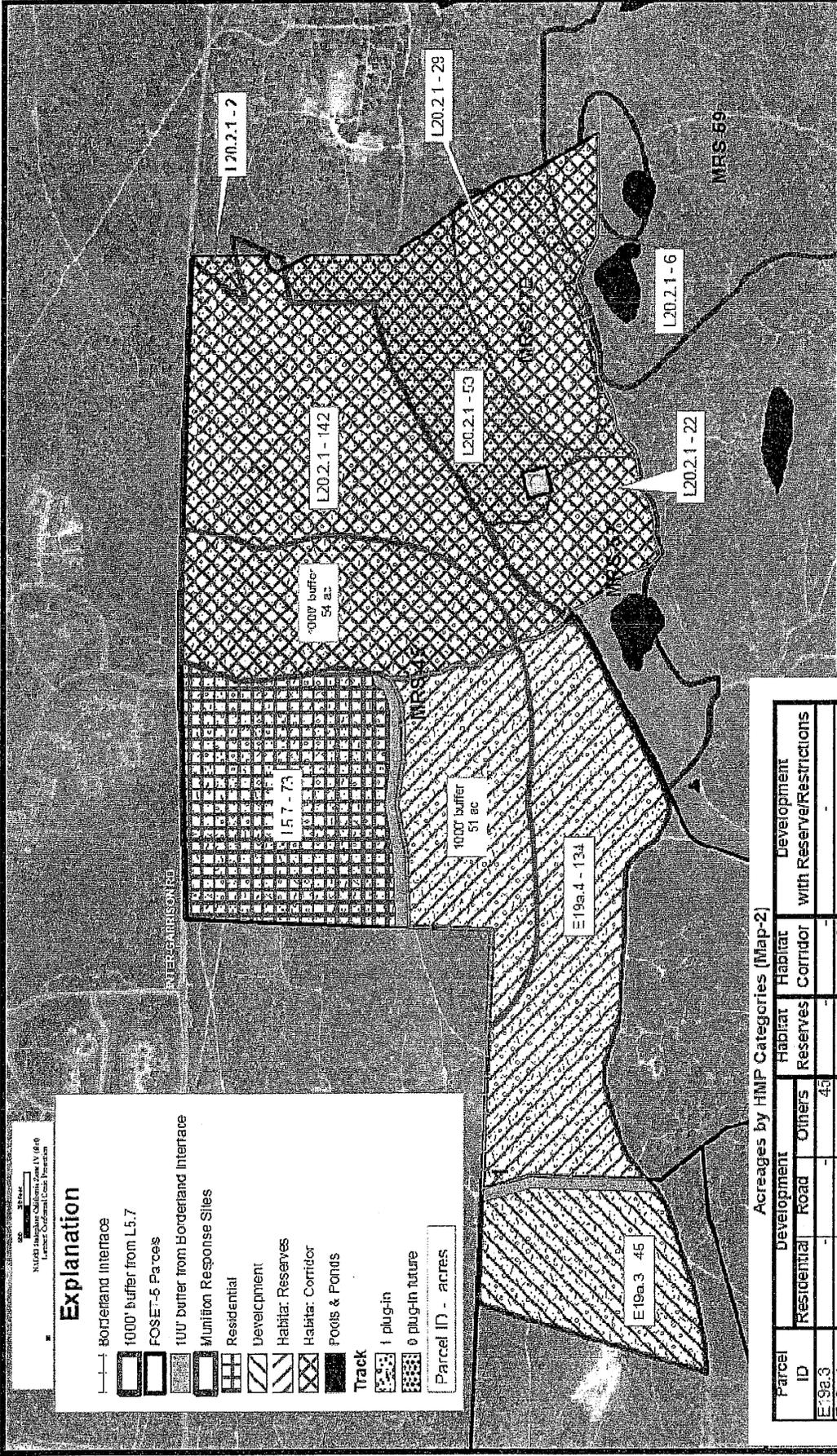


**Explanation**

- Borderland Interface
- 100' buffer from Borderland Interface
- Fort Ord boundary
- FCSET-5 Parcels
- Munitions Response Sites
- Residential
- Development
- Habitat Reserve
- Pools & Ponds
- Track
- 2 future
- Parcel ID - acres

**ESCA Parcels by HMP Categories -- Map - 1**

DATE: 10-26-06  
 REVISION DATE: v.3  
 JOB NUMBER: 4059 DE25T 06  
 APPROVED: CN  
 DRAWN: JYVN  
 PROJECT: ESCA



**ESCA Parcels by HMP Categories -- Map - 2**

LEADER: MACTEC  
 DATE: 10.28.05  
 APPROVED: CM  
 REVISOR: 4750110251.05  
 DATE: 10.28.05  
 REVISOR: 4750110251.05

**Explanation**

- Borderland Interface
- ▨ 1000' buffer from L5.7
- ▩ FOSET-5 Acres
- ▧ 100' buffer from Borderland Interface
- ▦ Munition Response Siles
- ▤ Residential
- ▣ Development
- ▢ Habitat, Reserves
- Habitat, Corridor
- Fooths & Ponds
- ▧ Track
- ▥ 1 plug-in
- ▤ 0 plug-in future

Parcel ID - acres

**Acreages by HMP Categories (Map-2)**

Parcel ID	Development		Habitat Reserves	Habitat Corridor	Development with Reserve/Restrictions
	Residential	Others			
E19a.3	-	45	-	-	-
E19a.4	-	-	-	134	-
L5.7	68	-	-	-	-
L20.2.1	-	-	254	-	-

Note: Others = including 100' buffer from Borderland Interface into Development (5 ac in L5.7 and 3 ac in E18A.3)

500 - 250 Feet  
 1:2500 Scale  
 Legend  
 Legend  
 Legend

**Explanation**

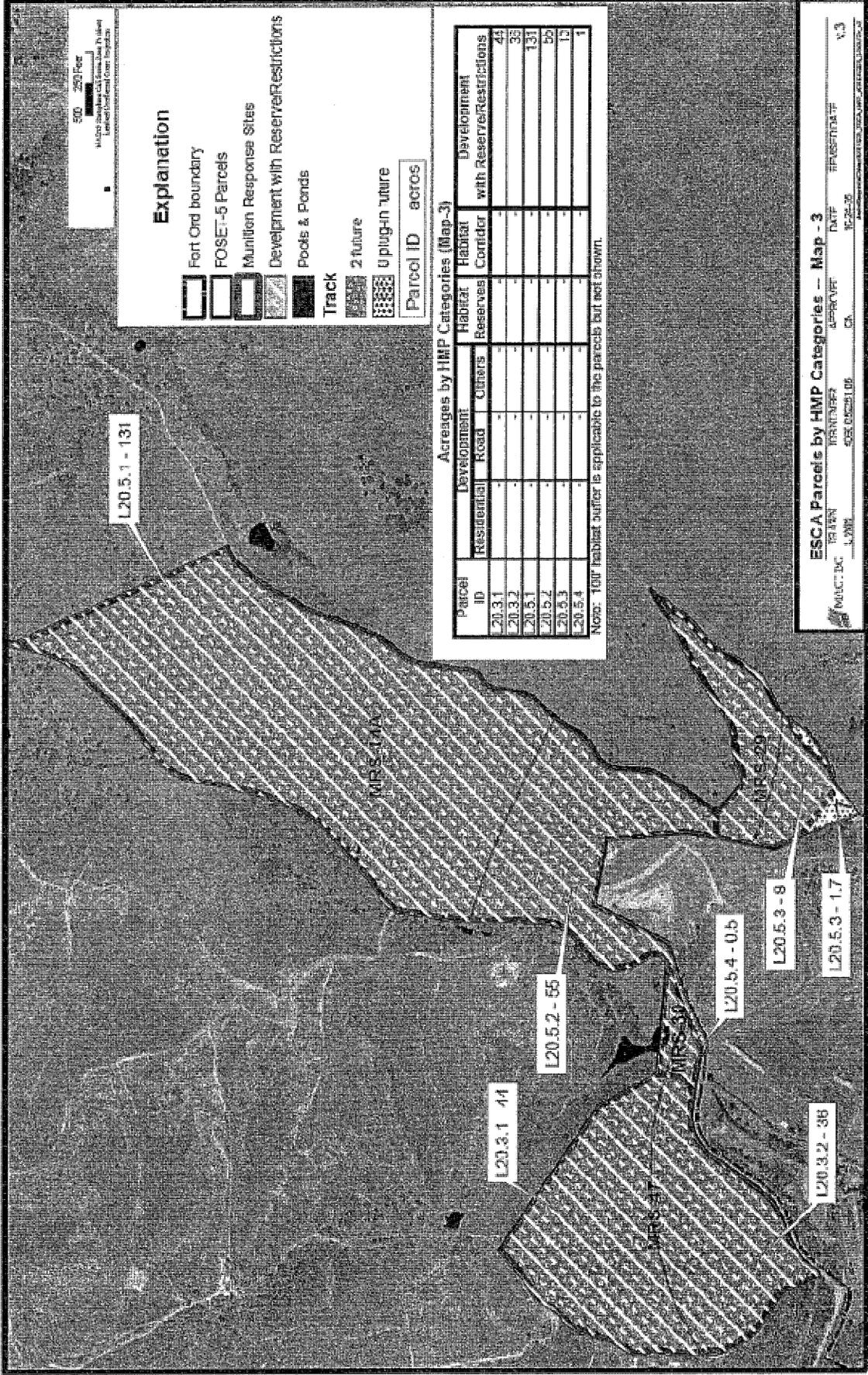
- Fort Ord boundary
- FOSEI-5 Parcels
- Munition Response Sites
- Development with Reserve/Restrictions
- Ponds & Ponds
- Track
- Future
- Up in future

Parcel ID across

**Acres by HMP Categories (Map-3)**

Parcel ID	Development		Habitat Reserves		Habitat Corridor		Development with Reserve/Restrictions	
	Residential	Road	Climax	Reserves	Corridor	Reserve/Restrictions	Reserve/Restrictions	
20.3.1	-	-	-	-	-	-	45	
20.3.2	-	-	-	-	-	-	35	
20.5.1	-	-	-	-	-	-	131	
20.5.2	-	-	-	-	-	-	55	
20.5.3	-	-	-	-	-	-	13	
20.5.4	-	-	-	-	-	-	1	

Note: 100' Habitat Buffer is applicable to the parcels but not shown.



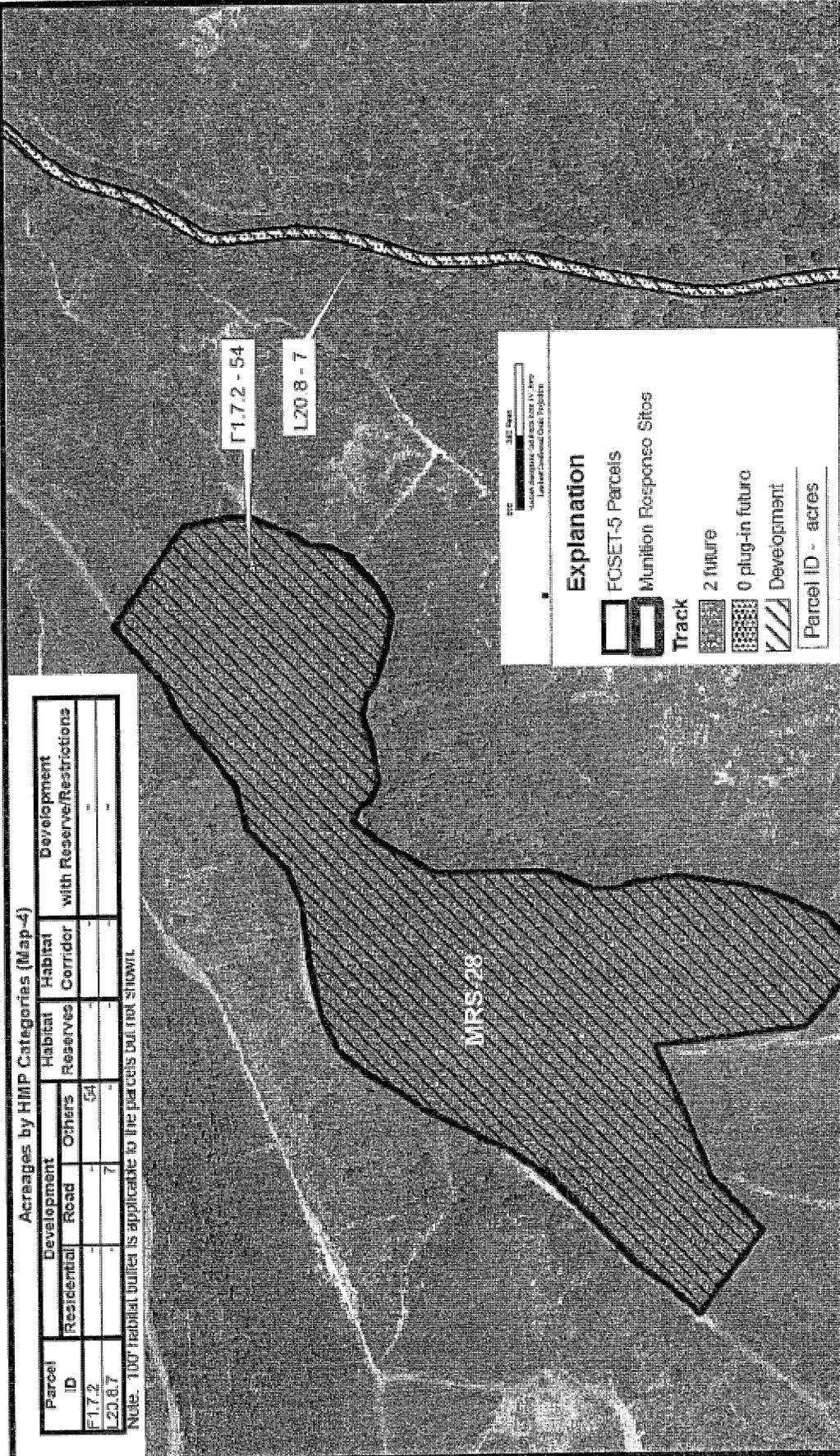
**ESCA Parcels by HMP Categories - Map - 3**

DATE: 1/20/01  
 DRAWN: [Name]  
 CHECKED: [Name]  
 APPROVED: [Name]  
 DATE: 10-22-00  
 SCALE: 1:2500  
 PROJECT: [Name]  
 V.3

Acreages by HMP Categories (Map-4)

Parcel ID	Development		Habitat Reserves	Habitat Corridor	Development with Reserve/Restrictions
	Residential	Road			
F1.7.2	-	54	-	-	-
L20.8.7	-	7	-	-	-

Note: 100' Habitat buffer is applicable to the parcels but not shown.



3.82 Acres  
 1:25000 Scale  
 1/4" = 1 Mile  
 1/8" = 1/2 Mile  
 1/16" = 1/4 Mile  
 1/32" = 1/8 Mile  
 1/64" = 1/16 Mile

**Explanation**

- FOSET-5 Parcels
- Munition Response Sites
- Track
- 2 future
- 0 plug-in future
- Development
- Parcel ID - acres

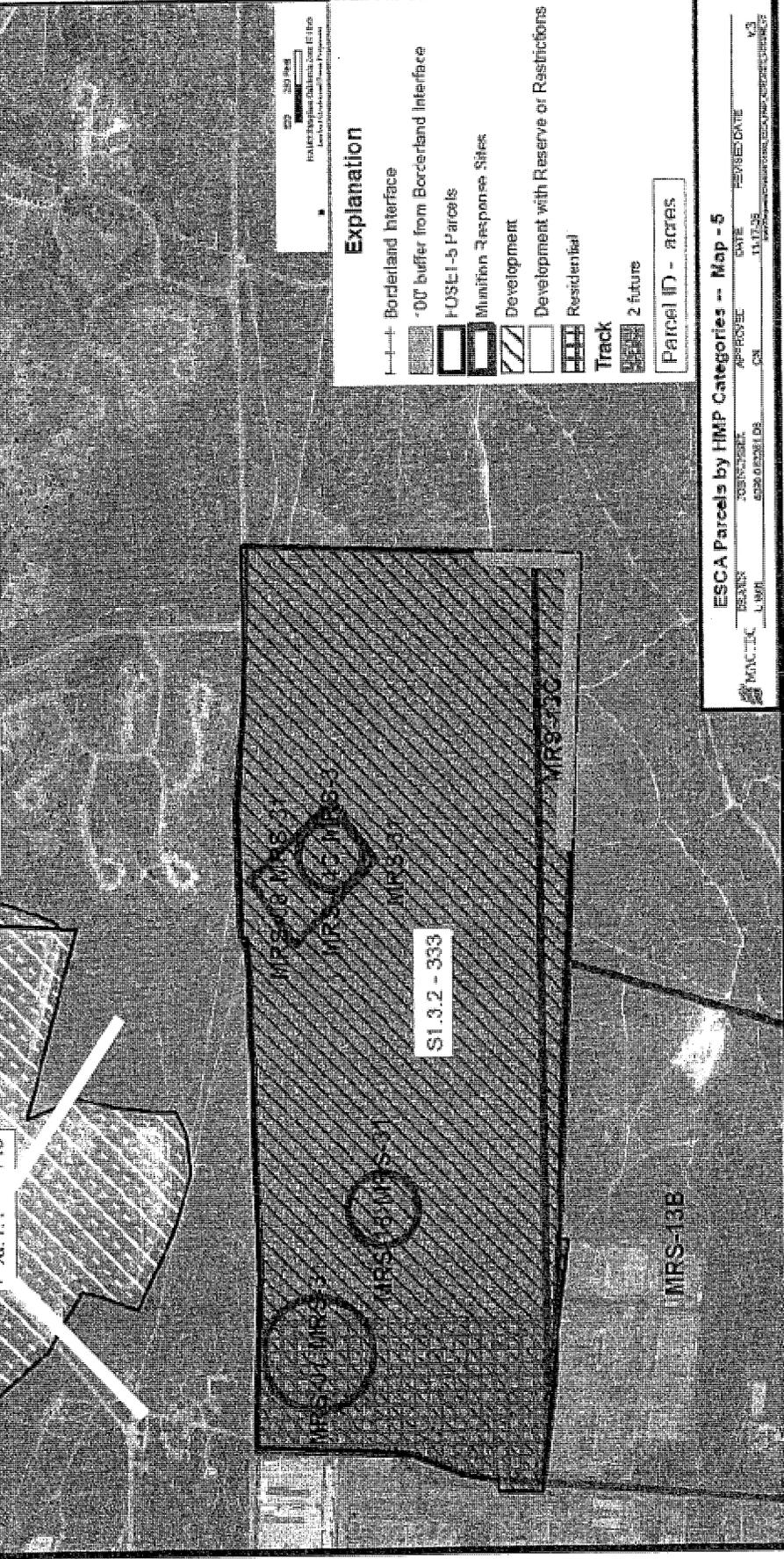
**ESC A Parcels by HMP Categories -- Map - 4**

DATE: 10-24-05  
 REVISED DATE: N/A  
 APPROVED: CN  
 DRAWN: JAVIN  
 CHECKED: JAVIN  
 PROJECT: ESC A Parcels by HMP Categories

**Acres by HMP Categories (Map-5)**

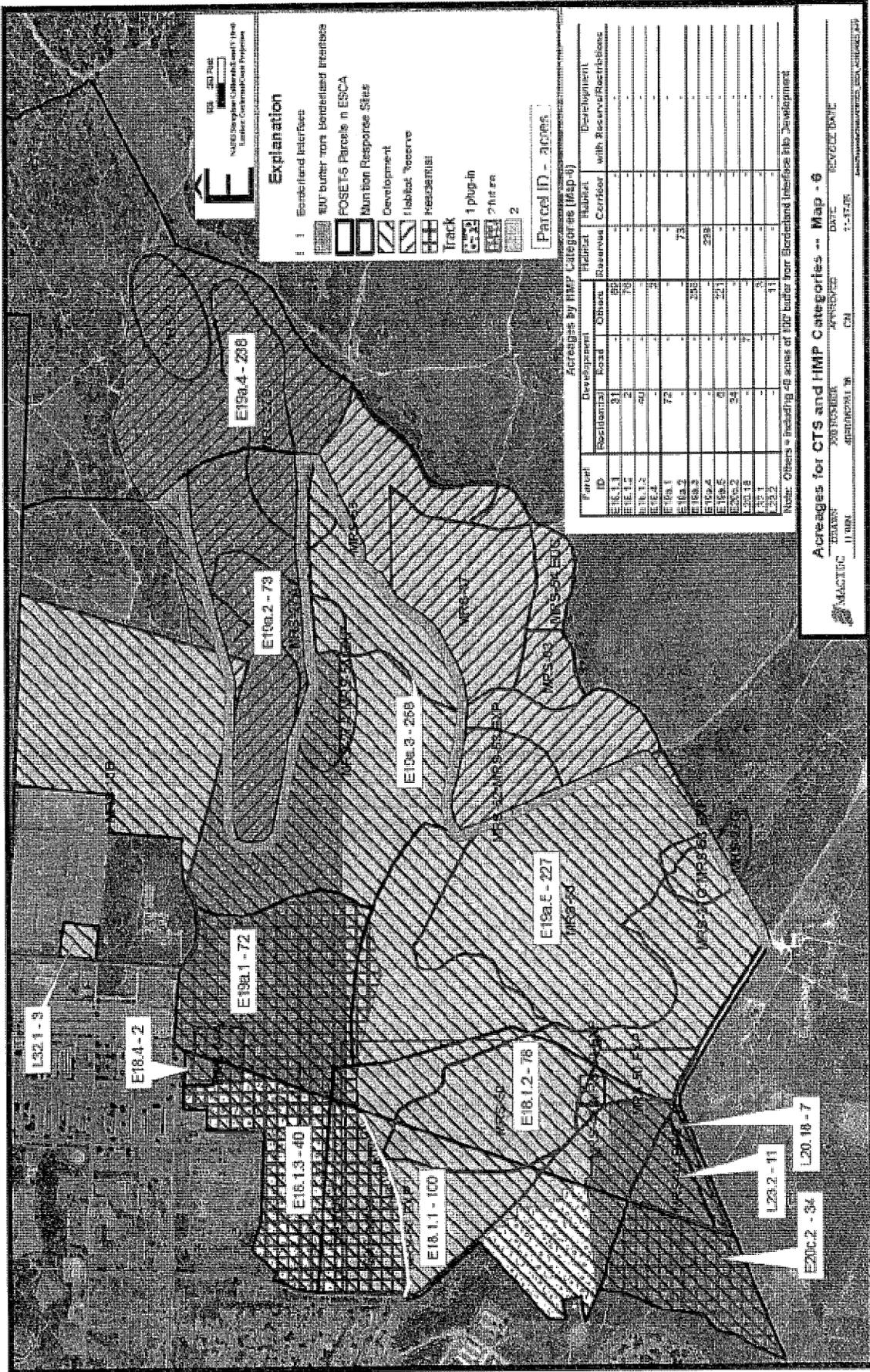
Parcel ID	Development		Habitat Reserves	Habitat Corridor	Development with Reserve/Restrictions
	Residential	Others			
S1.3.2	50	283			
E8a.1.1.1					
E8a.2					

Note: Chava = including 6 acres of 100' buffer from Borderland Interface into Development. Based on Sept 05 meeting, the Residential Area will be 50 acres.



**Note: E8a.1.1.1 (143 acres) and E8a.2 (4 acres) are NOT included in the ESCA. These parcels are an Army retained condition.**

Modifications by LFR, Inc. - 3/26/07



ESR 2019  
 NAD83 StatePlane California North Zone  
 Linear Coordinate System  
 Feet

- Explanation**
- Escalated Interface
  - Buttress from Escalated Interface
  - POSET-5 Parcels in ESCA
  - Minimum Response Sheet
  - Development
  - Habitat Reserve
  - Reservoir
  - Track
  - 1 plug-in
  - 2

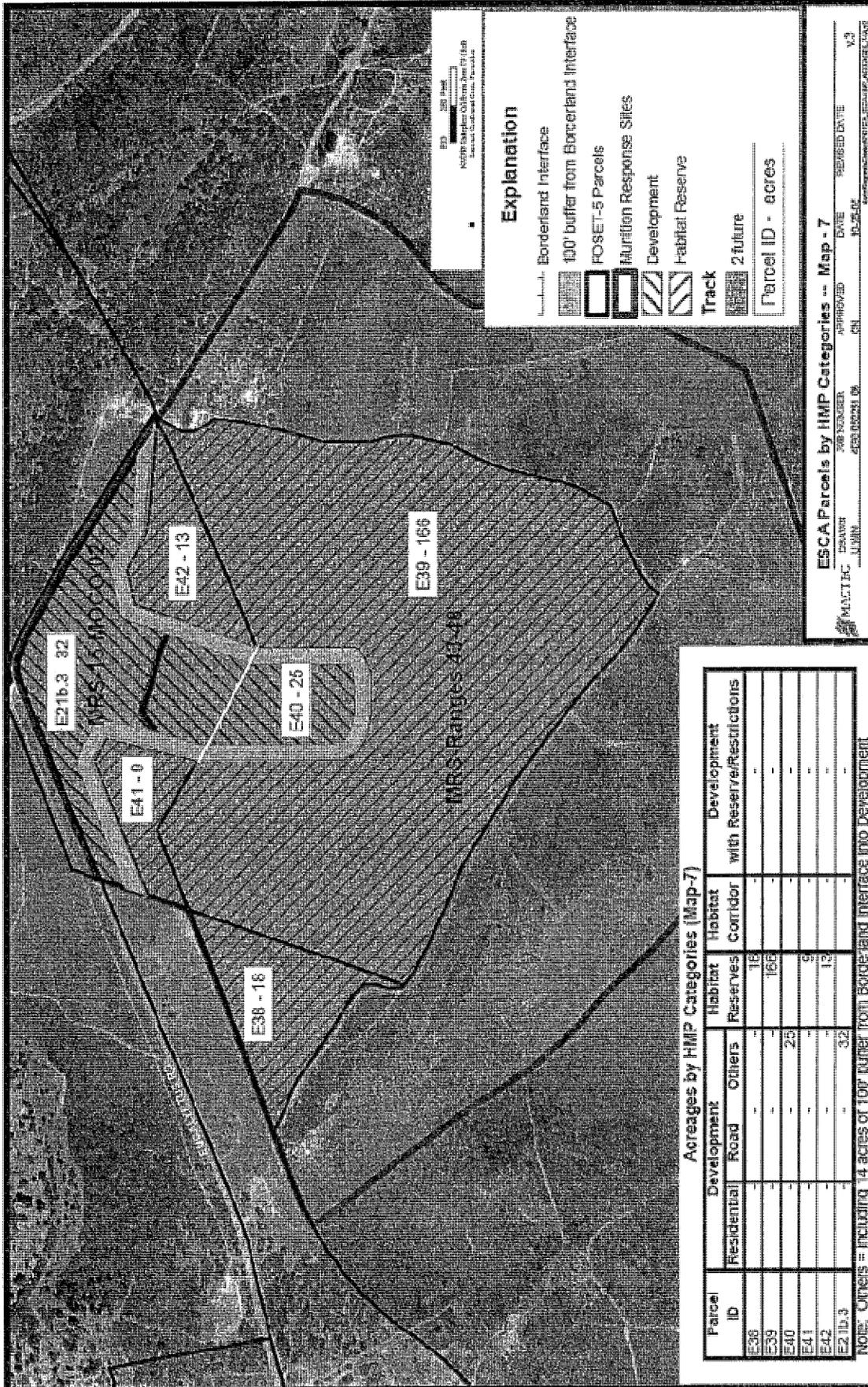
**Acreages by HMP Categories (Map 6)**

Parcel ID	Development		Habitat		Development with Reserve/Restrictions
	Residential	Other	Reservoir	Corridor	
E18.1.1	31	05			
E18.1.2	2	79			
E18.1.3	40				
E18.1.4					
E18.1.5	72			73	
E18.1.6					
E18.1.7		255			
E18.1.8					238
E18.1.9					
E18.1.10					
E18.1.11					
E18.1.12					
E18.1.13					
E18.1.14					
E18.1.15					
E18.1.16					
E18.1.17					
E18.1.18					
E18.1.19					
E18.1.20					
E18.1.21					
E18.1.22					
E18.1.23					
E18.1.24					
E18.1.25					
E18.1.26					
E18.1.27					
E18.1.28					
E18.1.29					
E18.1.30					
E18.1.31					
E18.1.32					
E18.1.33					
E18.1.34					
E18.1.35					
E18.1.36					
E18.1.37					
E18.1.38					
E18.1.39					
E18.1.40					
E18.1.41					
E18.1.42					
E18.1.43					
E18.1.44					
E18.1.45					
E18.1.46					
E18.1.47					
E18.1.48					
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E18.1.63					
E18.1.64					
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E18.1.66					
E18.1.67					
E18.1.68					
E18.1.69					
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E18.1.82					
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E18.1.88					
E18.1.89					
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E18.1.91					
E18.1.92					
E18.1.93					
E18.1.94					
E18.1.95					
E18.1.96					
E18.1.97					
E18.1.98					
E18.1.99					
E18.1.100					

Note: Others = including all areas of 100' buffer from Escalated Interface into Development

**Acreages for CTS and HMP Categories -- Map - 6**

MACTIC  
 11/08/11  
 200 INCHES  
 APPROVED  
 CH  
 1-1-12  
 DATE  
 REVISION  
 11/08/11



ES&S  
 NORTH BORDERLAND OILFIELD, JOHN F. HUBBARD  
 LANDS, UNDEVELOPED OILFIELD, PARCELS

### Explanation

- Borderland Interface
- 100' buffer from Borderland Interface
- FOS/ET-5 Parcels
- Nutrition Response Sites
- Development
- Habitat Reserve
- Track
- 2 future
- Parcel ID - acres

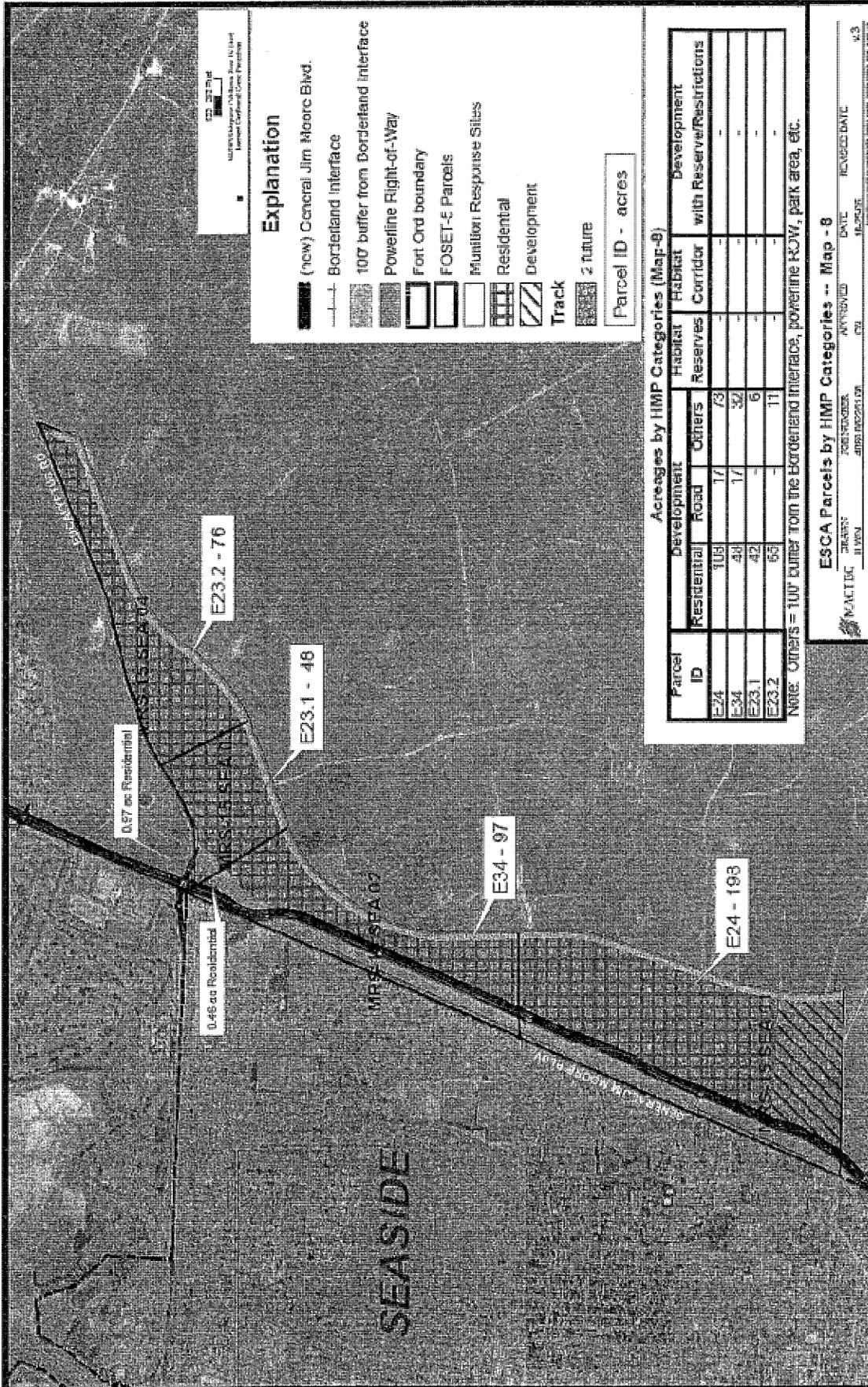
ES&S Parcels by HMP Categories -- Map - 7

DATE: 10-25-04  
 REVISION: 10-25-04  
 V.3

### Acreages by HMP Categories (Map-7)

Parcel ID	Development		Habitat Reserves	Habitat Corridor	Development with Reserve/Restrictions
	Residential	Road			
E38	-	-	18	-	-
E39	-	-	166	-	-
E40	-	-	26	-	-
E41	-	-	6	-	-
E42	-	-	13	-	-
E21b.3	-	-	32	-	-

NOTE: Others = including 14 acres of 100' buffer from Borderland Interface into Development



City of Seaside  
 Municipal Ordinance 14.000  
 Revised Ordinance Code Provisions

**Explanation**

- (new) General Jim Moore Blvd.
- Borderland Interface
- 100' buffer from Borderland Interface
- Powerline Right-of-Way
- Fort Ord boundary
- FOSET-5 Parcels
- Munition Response Sites
- Residential
- Development
- Track
- 2 future
- Parcel ID - acres

**Acres by HMP Categories (Map-8)**

Parcel ID	Development		Habitat Reserves		Corridor	Development with Reserve/Restrictions
	Residential	Road	Others	Reserves		
E24	103	17	73	-	-	-
E34	48	17	32	-	-	-
E23.1	42	-	6	-	-	-
E23.2	65	-	11	-	-	-

Note: Others = 100' buffer from the Borderland Interface, Powerline ROW, park area, etc.

**ESCA Parcels by HMP Categories -- Map - 8**

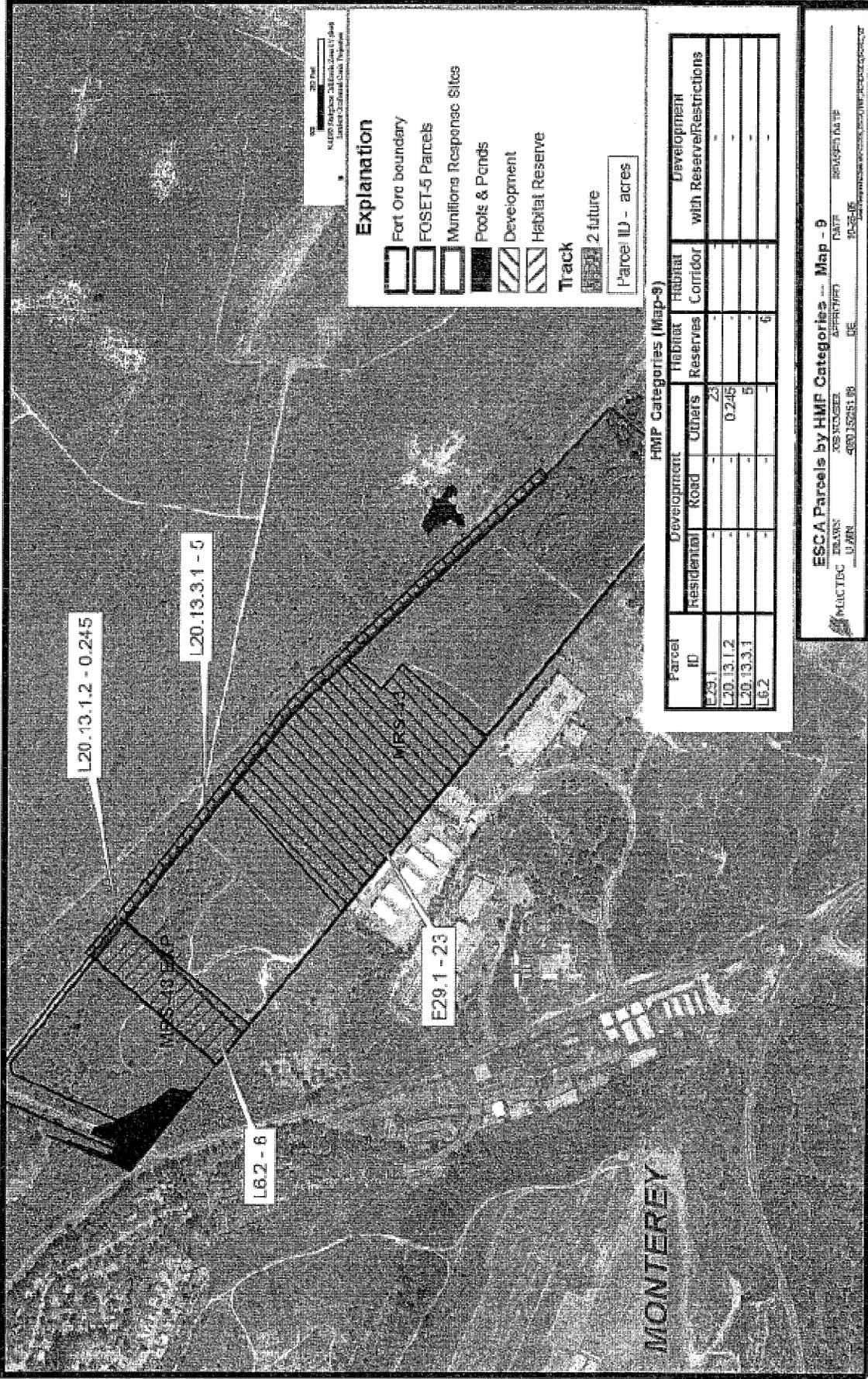
MACTIC  
 TRAILS  
 11/20/11

FORSENDER  
 JAMES W. FORSENDER

APPROVED  
 [Signature]

DATE  
 11/20/11

REVISED DATE  
 11/20/11



Scale: 1" = 100' Feet  
 64,000 Feet/Parcel, 24,000 Feet/Parcel  
 1:64,000 1:24,000

**Explanation**

- Fort Ore boundary
- FOSET-5 Parcels
- Munitions Response Sites
- Pools & Ponds
- Development
- Habitat Reserve
- Track
- 2 future

Parcel ID - acres

HMP Categories (Map-8)

Parcel ID	Development		Habitat Reserves		Habitat Corridor		Development with Reserve/Restrictions	
	Residential	Road	Others	23				
E29.1	-	-	0.245	6	-	-	-	-
L20.13.1.2	-	-	0.245	6	-	-	-	-
L20.13.3.1	-	-	-	6	-	-	-	-
L6.2	-	-	-	6	-	-	-	-

**ESCA Parcels by HMP Categories -- Map - 9**

DATE: 10-26-06  
 DRAWN: J. M. W. / J. M. W.  
 APPROVED: J. M. W. / J. M. W.  
 DE: 400150251.00

**ENDORSEMENT NO. 2**

This endorsement, effective 12:01AM, March 30, 2007  
Forms a part of Policy No: EPP 778 2507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

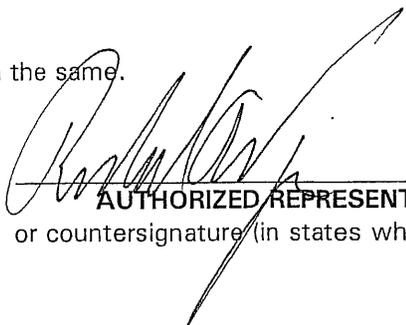
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DEFINITION OF SCHEDULED CONTRACTOR ENDORSEMENT**

It is hereby agreed that for purposes of Section VII. DEFINITIONS, Paragraph JJ. Scheduled Contractor is defined to include only the following:

Contractor/Type	Contractor's Address & Telephone Number
1. LFR Inc.	1. 1900 Powell St, Fl 12 Emeryville, CA 94608 Contact: Kristie Reimer Tel: (510) 652-4500 Cell: (650) 224-8545 Fax: (510) 652-2246
2. Weston Solutions, Inc.	2. 1400 Weston Way PO Box 2653 West Chester, PA 19380 Contact: Pete Ceribelli and/or Donald Baver Tel: (610) 701-3459 Cell: (610) 909-1643 Fax: (610) 701-3186
3. Westcliffe Engineers, Inc.	3. 9571 W. Hialeah Place Littleton, CO 80123 Contact: Jeffrey Swanson Tel: (720) 988-3859

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO. 3

This endorsement, effective 12:01AM, March 30, 2007  
Forms a part of Policy No: EPP 778 2507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION - ALL TERRORISM (INCLUDING CERTIFIED ACTS OF TERRORISM) EXCLUSION  
ENDORSEMENT

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002, the "Act," the **Insured** has been provided notice that the **Insured** may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of a certified "act of terrorism" as defined by Section 102. Definitions, of the Act and any revisions or amendments thereto and the premium charge for such coverage.

After receiving such notice, the **Insured** has elected not to purchase coverage for such certified "acts of terrorism" and has agreed to the inclusion of a Terrorism Exclusion. Therefore, this Policy is amended to include the following exclusion:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism** including but not limited to, any contemporaneous or ensuing loss caused by fire, looting, or theft.

**Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

The defined term **Terrorism** shall specifically include, but is not limited to, the following definition of a certified "Act of Terrorism" defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments thereto:

- (1) Act of Terrorism –
  - (A) Certification. – The term "act of terrorism" means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States --
    - (i) to be an act of terrorism;
    - (ii) to be a violent act or an act that is dangerous to --
      - (I) human life;
      - (II) property; or
      - (III) infrastructure;
    - (iii) to have resulted in damage within the United States, or outside of the United States in the case of --
      - (I) an air carrier or vessel described in paragraph (5)(B); [for the convenience of this endorsement, paragraph (5)(B) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel

ENDORSEMENT NO. 3 (Continued)

based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission];

- (II) the premises of a United States mission; and
  - (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) Limitation. -- No act shall be certified by the Secretary as an act of terrorism if --
- (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final. -- Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Nondelegation. -- The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

**ENDORSEMENT NO. 4**

This endorsement, effective 12:01AM, March 30, 2007  
Forms a part of Policy No: EPP 778 2507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGE A - ADDITIONAL INSURED(S) ENDORSEMENT**

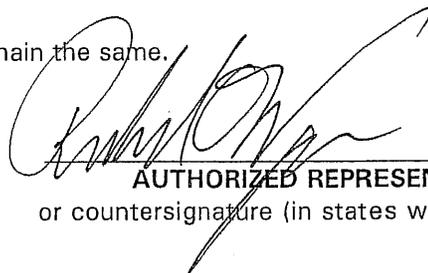
Solely as respect to Coverage A, it is hereby agreed that the following entity(s) is (are) included as an additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:

1. Solely to the additional insured's liability arising out of the **Named Insured FORA's** ownership, operation, maintenance or use of the **Insured Property(s)** and
2. Only if the additional insured is named in a suit as a co-defendant with the **Named Insured FORA**, alleging the additional insured is liable on the basis described in paragraph 1 above.

**ADDITIONAL INSURED(S)**

1. LFR Inc., its parent company(s), and any and all corporations, partnerships, companies or other entities as have existed at any time, or as now or may hereafter exist during the **Policy Period**, and in which LFR Inc. did or does have more than a 50% ownership interest.
2. Weston Solutions, Inc. and any and all corporations, partnerships, companies or other entities as have existed at any time, or as now or may hereafter exist during the **Policy Period**, and in which Weston Solutions, Inc. did or does have more than a 50% ownership interest.

All other terms, conditions, and exclusions shall remain the same.



**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO. 5

This endorsement, effective 12:01AM, March 30, 2007  
Forms a part of Policy No: EPP 778 2507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFICATION OF CLEAN-UP COSTS TO INCLUDE ONLY DIRECT COSTS UPON EXHAUSTION OF THE NOTIONAL COMMUTATION ACCOUNT

It is hereby agreed that the Policy is amended as follows:

1. Upon exhaustion of the Notional Commutation Account under this Policy, Section **VII. DEFINITIONS**, Paragraph **E.**, **Clean-Up Costs** shall be deleted in its entirety and replaced with the following:

**E. Clean-Up Costs** means:

1. With respect to Coverage A, reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:
  - (a) To the extent required by **Environmental Laws** or required to satisfy a **Voluntary Cleanup Program**; or
  - (b) solely with respect to **Munitions or Explosives of Concern**, to the extent required by the **ESCA**, or the **AOC**; or
  - (c) That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof.
2. With respect to Coverage B, reasonable and necessary costs, charges or expenses incurred for **Clean-Up**. Upon exhaustion of the Notional Commutation Account, **Clean-Up Costs** shall be limited to reasonable and necessary costs, charges or expenses incurred solely for **Clean-Up** which are **Direct Costs**.
3. With respect to Coverage C, reasonable and necessary costs, charges, and expenses incurred for **Clean-Up**. Upon exhaustion of the Notional Commutation Account, **Clean-Up Costs** shall be limited to reasonable and necessary costs, charges, and expenses incurred solely for **Clean-Up** which are **Direct Costs**.
4. Solely with respect to Coverages B and C, **Clean-Up Costs** does not include:
  - (a) Costs, charges or expenses incurred for litigation, arbitration or other form of dispute resolution in any way related to or in connection with **Clean-Up**, including fees of attorneys, consultants, investigators, adjusters and experts, unless otherwise expressly consented to in writing and in advance by the **Company** and specifically included in a Definition of Clean-Up Endorsement; or

- (b) Costs, charges or expenses expended in preparation of the **Remedial Plan**; provided, however, the sub-limit of liability described in Section V. Paragraph D.2 shall apply to reasonable and necessary costs, charges or expenses expended in preparation of a supplementary remedial plan and the associated investigation of **Pollutants** that are not **MEC** under Coverage C.
- (c) Upon exhaustion of the Notional Commutation Account, any profit markup by the **Named Insured** or any **Scheduled Contractors** on any **Clean-Up Costs**.

2. The following is added to Section VII. DEFINITIONS:

**Direct Costs** means (i) direct labor cost (including overtime if applicable and if warranted) of each **Scheduled Contractors'** employees multiplied by the applicable labor overhead multiplier, which is then multiplied by the applicable General and Administrative ("G&A") multiplier identified below; and (ii) subcontractor costs submitted to the **Named Insured** or **Scheduled Contractor(s)** multiplied by the applicable subcontractor multiplier identified below; and (iii) expense costs multiplied by the applicable expense multiplier identified below.

**LFR Inc.**

Labor Overhead Multiplier:	2.7326
G&A Multiplier:	1.1343
Expense Multiplier:	1.05
Subcontractor Multiplier applicable to Weston Solutions, Inc:	1.045
Subcontractor Multiplier applicable to subcontractors other than Weston Solutions, Inc.:	1.09

**Weston Solutions, Inc.**

Labor Overhead Multiplier:	2.7083
G&A Multiplier:	1.0835
Expense Multiplier:	1.0835
Subcontractor Multiplier:	1.0835

In the event that another **Scheduled Contractor** has been scheduled to this Policy and is performing **Clean-Up**, the **Named Insured**, at the written request of the Company, agrees to furnish the information requested in Calculating Direct Costs Condition as added by paragraph 3. below. for each such **Scheduled Contractor** and **Direct Costs** will be determined by the **Company** upon review of the requested information. The **Named Insured** or the Company may also request to reevaluate the multipliers used in the calculation of **Direct Costs** based upon the information requested in Calculating Direct Costs Condition. The reevaluation of the multipliers used in the **Direct Costs** calculation may only be requested once per calendar year and at an interval no closer than twelve months since the previous evaluation. In the event that such request is made, the granting of the request by the other party shall not be unreasonable withheld.

3. The following is added as Section VI. Conditions:

**Calculating Direct Costs**

The Company reserves its rights to evaluate the information provided by the **Named Insured** and determine **Direct Costs** for each **Scheduled Contractor** in accordance with the provisions of paragraph 2. of this Endorsement. The **Named Insured** agrees to furnish the following information, if in existence, at the written request of the Company:

- (a) a certified ledger or a copy of the **Scheduled Contractors'** indirect rates for contracts with federal entities, based on its most recent full year's audited financial statements;
- (b) the calculation of the **Scheduled Contractors'** multipliers utilized for federal contracts including but not limited to the **Scheduled Contractors'** direct labor overhead multiplier and G&A multiplier;
- (c) a list of base salaries for all employees that will be participating in **Clean-Up**; and
- (d) the **Scheduled Contractors'** invoices for **Clean-Up Costs** in a form that permits the **Company** to confirm the **Named Insured's** billing is in conformance with the multipliers set forth in subparagraph (b).

4. Subject to the applicable Limits of Liability set forth in Section V. and all of the other terms and conditions of this Policy, in the event that (a) the balance of the Notional Commutation Account has been exhausted prior to the payment of either the second or third premium installment and (b) the Company has paid **Clean-Up Costs** as defined in paragraph 1. of this Endorsement, the **Company** shall pay, solely with respect to such **Clean-Up Costs** as defined in paragraph 1. of this Endorsement paid by the **Company**, additional **Clean-Up Costs** equal to the difference of **Clean-Up Costs** as defined in Section VII.E. of the Policy and **Clean-Up Costs** as defined in paragraph 1. of this Endorsement. Such payment by the **Company** shall only be made after the payment of the full amount of the next premium installment, as set forth in Section VI.T., following such exhaustion of the Notional Commutation Account and after the Notional Commutation Account has been credited with the applicable portion of the amount of that premium installment pursuant to Section VI.R. The **Named Insured** shall promptly supply any information reasonably requested by the **Company** for use in calculating any such payment which may be due under this paragraph. The **Company** shall have sixty days from the receipt of such information or, if no information is requested, sixty days from the date of the payment of the full amount of the premium installment to make any payment which may be due under this paragraph.

other terms, conditions, and exclusions shall remain the same.

  
 AUTHORIZED REPRESENTATIVE  
 or countersignature (in states where applicable)

**ENDORSEMENT NO. 6**

This endorsement, effective 12:01AM, March 30, 2007  
Forms a part of Policy No: EPP 778 2507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

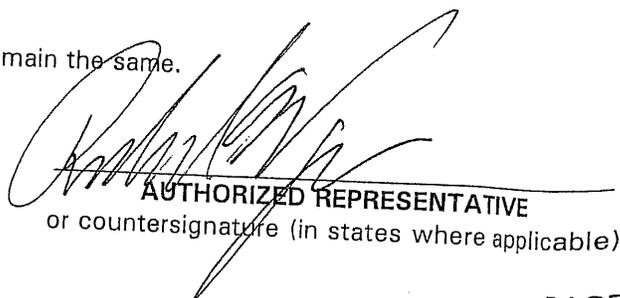
**SCHEDULE OF INSURED CONTRACTS**

It is hereby agreed that the following are scheduled as **Insured Contracts** to this Policy:

**INSURED CONTRACTS**

1. ESCA
2. AOC
3. Remediation Services Agreement
4. Master Cooperation and Environmental Services Agreement between LFR and Weston Solutions, Inc. dated April 12<sup>th</sup>, 2007, and on file with the Company

All other terms, conditions, and exclusions shall remain the same.

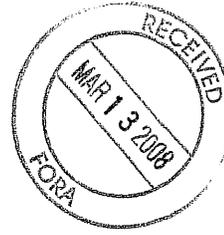
  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)



ENVIRONMENTAL MANAGEMENT & CONSULTING ENGINEERING

MH  
SC  
LB

LETTER OF TRANSMITTAL  
March 10, 2008



99-02

Michael Houlemard  
Fort Ord Reuse Authority  
100 12th Street, Building 2880  
Marina, CA 93933

Re: MEC Remediation Contract

The following items are Enclosed via mail

Description	No. of Copies
Executed Endorsement Nos. 7,8, and 9 EPP 7782507	1 copy

The item(s) are transmitted:

<input type="checkbox"/> At your request	<input type="checkbox"/> For your action
<input type="checkbox"/> For your review/comment	<input checked="" type="checkbox"/> For your files
<input type="checkbox"/> For your approval	<input type="checkbox"/> For your information

Comments:

Please replace draft copies with these executed copies.

Sincerely,




---

Frank Lorincz, CEO

1900 Powell Street, 12th Floor  
Emeryville, California 94608  
Offices Nationwide

510.652.4500 m  
510.652.2246 f

www.lfr.com

243 of 442

S

ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM, September 27, 2007

Forms a part of Policy No: EPP 7782507

Issued to: FORT ORD REUSE AUTHORITY; LFR INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DECLARATIONS AMENDATORY ENDORSEMENT

It is hereby agreed that **ITEM 4. POLICY AGGREGATE LIMIT** and **ITEM 6 POLICY PREMIUM** of the Declarations are deleted in their entirety and replaced with the following:

**Item 4: POLICY AGGREGATE LIMIT:**

\$128,000,000; provided, however, that prior to the payment of the total outstanding premium, the Policy aggregate limit of liability shall not be the entire \$128,000,000, but instead shall be limited as follows: a) upon payment of the first premium installment and until payment of the second premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account plus \$5,000,000; b) upon payment of the second premium installment and until payment of the third premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the second premium installment plus \$5,000,000; c) upon payment of the third premium installment and until payment of the fourth and final premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the third premium installment plus \$5,000,000.

**Item 6: POLICY PREMIUM:** The policy premium shall be paid in four installments:

- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
- b) The second premium installment of \$18,000,000 shall be paid on or before September 27, 2007
- c) The third premium installment of \$9,672,515 shall be paid on or before June 1, 2008; provided, however, that in the event that the third premium installment is paid prior to June 1, 2008, the amount of the third premium installment due shall be reduced by \$1,946 for each day prior to June 1, 2008 that the third premium installment is received by the Company.
- d) The fourth premium installment of \$22,825,131 shall be paid on or before June 1, 2009; provided, however, that in the event that the fourth premium installment is paid prior to June 1, 2009, the amount of the fourth premium installment due shall be reduced by \$4,064 for each day prior to June 1, 2009 that the fourth premium installment is received by the Company.

All other terms, conditions, and exclusions shall remain the same



AUTHORIZED REPRESENTATIVE

or countersignature (in states where applicable)

ENDORSEMENT NO. 8

This endorsement, effective 12:01 AM, September 27, 2007

Forms a part of Policy No: EPP 7782507

Issued to: FORT ORD REUSE AUTHORITY; LFR INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFICATION OF POLICY AGGREGATE, NOTIONAL COMMUTATION ACCOUNT AND PAYMENT OF PREMIUM ENDORSEMENT

It is hereby agreed as follows:

1. It is hereby agreed that Section V. **LIMITS OF COVERAGE; SELF-INSURED RETENTION**, Paragraph A. **Policy Aggregate Limit** is deleted in its entirety and replaced with the following:

**A. Policy Aggregate Limit**

The Company's total liability for all **Loss** under Coverage A and all **Clean-Up Costs** under Coverages B and C shall not exceed \$128,000,000; provided, however, that prior to the payment of the total outstanding premium, the Policy aggregate limit of liability shall not be the entire \$128,000,000, but instead shall be limited as follows: a) upon payment of the first premium installment and until payment of the second premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account plus \$5,000,000; b) upon payment of the second premium installment and until payment of the third premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the second premium installment plus \$5,000,000; c) upon payment of the third premium installment and until payment of the fourth and final premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the third premium installment plus \$5,000,000.

2. It is hereby agreed that the six (6) enumerated items and first paragraph that follows such enumerated items of Section VI. **CONDITIONS**, Paragraph R. **Notional Commutation Accounts** are deleted in their entirety and replaced with the following:

**R. Notional Commutation Account** - The Company shall establish a Notional Commutation Account the balance of which shall be calculated as follows:

1. \$23,057,066 upon payment of the first premium installment in accordance with Section VI.T. below; plus
2. \$17,601,203 upon payment of the second premium installment in accordance with Section VI.T. below; plus
3. \$9,670,915 upon payment of the third premium installment in accordance with Section VI.T. below; provided, however, that in the event that the third premium installment is paid prior to June 1, 2008, the foregoing amount shall be reduced by \$1,403 for each day prior to June 1, 2008 that the third premium installment is received by the Company; plus
4. \$21,857,799 upon payment of the fourth premium installment in accordance with Section VI.T. below; provided, however, that in the event that the fourth premium installment is paid prior to June 1, 2009, the foregoing amount shall be reduced by \$2,845 for each day prior to June 1, 2009 that the fourth premium installment is received by the Company; plus
5. Funds Growth credited as per below; plus
6. Subrogation recoveries for **Clean-Up Costs** paid under Coverages A, B and C; less

7. 100% of **Clean-Up Costs** and **Loss** paid by the Company under Coverages A, B or C.

Notwithstanding the foregoing, if, at the time of the payment of any premium installment, the Company has made payments of **Clean-Up Costs** and **Loss** under Coverages A, B, and/or C in excess of the balance of the Notional Commutation Account, the amount credited to the Notional Commutation Account upon payment of such premium installment shall be reduced by the amount of such payments made by the Company in excess of the balance of the Notional Commutation Account.

3. Section VI. **CONDITIONS**, Paragraph T. **Payment of Premium** is deleted in its entirety and replaced with the following:

T. **Payment of Premium** – The policy premium shall be paid in four installments:

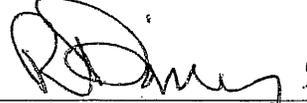
- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
- b) The second premium installment of \$18,000,000 shall be paid on or before September 27, 2007.
- c) The third premium installment of \$9,672,515 shall be paid on or before June 1, 2008; provided, however, that in the event that the third premium installment is paid prior to June 1, 2008, the amount of the third premium installment due shall be reduced by \$1,946 for each day prior to June 1, 2008 that the third premium installment is received by the Company.
- d) The fourth premium installment of \$22,825,131 shall be paid on or before June 1, 2009; provided, however, that in the event that the fourth premium installment is paid prior to June 1, 2009, the amount of the fourth premium installment due shall be reduced by \$4,064 for each day prior to June 1, 2009 that the fourth premium installment is received by the Company.

Failure to pay any policy premium installment required above when due shall constitute failure to pay premium pursuant to Section VI. G. Cancellation above.

4. Section VII. **DEFINITIONS** paragraphs U. **Remediation Services Agreement** is amended by the addition of the following:

As amended by the FIRST AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated September 28, 2007.

All other terms, conditions, and exclusions shall remain the same.



\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO. 9

This endorsement, effective 12:01 AM, September 28, 2007

Forms a part of Policy No: EPP 7782507

Issued to: FORT ORD REUSE AUTHORITY; LFR INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE ORDER ENDORSEMENT

In consideration of an additional premium of \$3,173,313, it is hereby agreed as follows:

1. Endorsement No. 7, Declarations Amendatory Endorsement, and Endorsement No. 8, Modification of Policy Aggregate, Notional Commutation Account and Payment of Premium Endorsement, are both deleted in their entirety.

2. Section VII. DEFINITIONS is amended by the addition of the following:

Change Order No. 2 means the CONTRACT CHANGE ORDER NO.2 ACCELERATED MEC CLEARANCE (MAP 8) in support of ROADWAY IMPROVEMENTS for GENERAL JIM MOORE BOULEVARD AND EUCALYPTUS ROAD, effective September 28, 2007 (inclusive of CCO-1 referenced on page 2.) and attached to this Endorsement.

3. Pursuant to the requirements for the Company's consent and/or the provision of notice to the Company in: (a) Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS – APPLICABLE TO ALL COVERAGES, paragraph N. CHANGE ORDER EXCLUSION; (b) Section II. EXCLUSIONS, 3. COVERAGE B AND C EXCLUSIONS, paragraphs A. CONTRACT AMENDMENT, G. UNREASONABLE DELAY OR ACCELERATION and I. MODIFICATION OF THE REMEDIAL PLAN; and (c) Section III. NOTICE REQUIREMENTS AND CLAIMS PROVISIONS, paragraph A. NOTICE OF POLLUTION CONDITIONS, CLAIMS AND POLLUTANTS, subparagraph 4., the Company acknowledges receipt of Change Order No. 2 and consents to the scope of work and associated schedule adjustment and acceleration described therein.

4. Section VII. DEFINITIONS paragraphs U. Remediation Services Agreement

as amended by the FIRST AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated September 28, 2007, the SECOND AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated September 28, 2007, and Change Order No. 2.

5. Section VII. DEFINITIONS paragraph HH. Remedial Plan are amended by the addition of the following:

as amended by Change Order No. 2.

6. Section VII. DEFINITIONS paragraphs Y. Operable Unit Closeout Determination and Z. Operable Unit and are deleted in their entirety and replaced with the following:

Y. Operable Unit Closeout Determination means: (i) with respect to Operable Units Groups 1B and 2 through 4, receipt of Site Closeout of all Insured Parcels which are located within that particular Operable Unit; and (ii) with respect to Operable Unit Group 1A, receipt of written notification from all Governmental Authority(s) responsible for the supervision of the Clean-Up of Munitions and Explosives of Concern performed pursuant to the terms of Change Order

No. 2 stating that such **Clean-Up** for all of the area within **Operable Unit Group 1A** is complete and that **Operable Unit Group 1A** is suitable for roadway construction.

Z. **Operable Unit** means each of the three primary groupings (Groups 2 through 4) as identified in the **Remedial Plan** as constituted on **Inception Date**. With respect to Group 1, **Operable Unit** means each of Group 1A and 1B identified as follows:

- (i) Group 1A means the area identified in the map entitled Roadway Corridors within Seaside MRA, FORA ESCA RP, Figure 1, which is attached to this Endorsement.
- (ii) Group 1B means all of the areas in Maps 6 and 8 which are **Insured Property(s)** as identified in Endorsement No. 1 except the area which is identified as Group 1A in subparagraph (i) above.

7. **Item 3. COVERAGES AND COVERAGE SECTION LIMITS AND DEDUCTIBLES** of the Declarations is deleted in its entirety and replaced with the following:

**Item 3: COVERAGES AND COVERAGE SECTION LIMITS AND SELF-INSURED RETENTIONS**

This Policy includes only those Coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appears for a Coverage, that Coverage does not apply.

Coverage	Self-Insured Retention-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
A	\$100,000 (As described in Section V.F.1 and 2 of the Policy)	\$15,000,000 (Except as described in Section V.E. of the Policy and subject the Policy Aggregate Limit as described in Item 4. below)	\$15,000,000 (Except as described in Section V.E. of the Policy and subject to the Policy Aggregate Limit as described in Item 4. below)

Coverage	Limit of Liability	Self-Insured Retention	Co-Insurance Participation Percentage
B and C combined	\$131,233,665 (Except as described in Section V.E. of the Policy and subject to the Policy Aggregate Limit as described in Item 4. below); provided, however, that in the event that the Change Order No. 2 Notional Commutation Account is commuted, the \$131,233,665 will be reduced by the amount paid by the Company pursuant to such commutation less any funds growth credited to such Account prior to its commutation.	\$0	a) Insured 0% b) Company 100%

8. **Item 4. POLICY AGGREGATE LIMITS** and **Item 6 POLICY PREMIUM** of the Declarations is deleted in its entirety and replaced with the following:

**Item 4: POLICY AGGREGATE LIMIT:**

\$131,233,665; provided, however, that prior to the payment of the total outstanding premium, the Policy aggregate limit of liability shall not be the entire \$131,233,665, but instead shall be limited as follows: a) upon payment of the first premium installment and until payment of the second premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account plus \$5,000,000; b) upon payment of the second premium installment and until payment of the third premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the

time of payment of the second premium installment plus \$5,000,000; c) upon payment of the third premium installment and until payment of the fourth and final premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the third premium installment plus \$5,000,000.

**Item 6: POLICY PREMIUM:** The policy premium shall be paid in four installments:

- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
- b) The second premium installment of \$18,000,000 shall be paid on or before September 27, 2007
- c) The third premium installment of \$9,672,515 shall be paid on or before June 1, 2008; provided, however, that in the event that the third premium installment is paid prior to June 1, 2008, the amount of the third premium installment due shall be reduced by \$1,946 for each day prior to June 1, 2008 that the third premium installment is received by the Company.
- d) The fourth premium installment of \$22,825,131 shall be paid on or before June 1, 2009; provided, however, that in the event that the fourth premium installment is paid prior to June 1, 2009, the amount of the fourth premium installment due shall be reduced by \$4,064 for each day prior to June 1, 2009 that the fourth premium installment is received by the Company.

9. Section V. **LIMITS OF COVERAGE; SELF INSURED RETENTION** paragraphs A. **Policy Aggregate Limit** and C. **Coverage A Section Aggregate Limit** are deleted in their entirety and replaced with the following:

**A. Policy Aggregate Limit**

The Company's total liability for all **Loss** under Coverage A and all **Clean-Up Costs** under Coverages B and C shall not exceed \$131,233,665; provided, however, that prior to the payment of the total outstanding premium, the Policy aggregate limit of liability shall not be the entire \$131,233,665, but instead shall be limited as follows: a) upon payment of the first premium installment and until payment of the second premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account plus \$5,000,000; b) upon payment of the second premium installment and until payment of the third premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the second premium installment plus \$5,000,000; c) upon payment of the third premium installment and until payment of the fourth and final premium installment, the Policy aggregate limit of liability shall be the balance of the Notional Commutation Account at the time of payment of the third premium installment plus \$5,000,000.

**C. Coverage A Section Aggregate Limit**

Subject to Paragraph V.A. above, the Company's total liability for all **Loss** under Coverage A shall not exceed the "Coverage Section Aggregate" limit of coverage stated in Item 3 of the Declarations. In the event that the total amount of **Clean-Up Costs** paid by the Company under Coverages B and C combined is less than or equal to \$116,233,665, the full "Coverage Section Aggregate" limit of coverage of \$15,000,000 stated in Item 3 of the Declarations for Coverage A shall remain available to pay **Loss** otherwise covered under Coverage A. To the extent that the total amount of **Clean-Up Costs** paid by the Company under Coverages B and C combined is greater than \$116,233,665, the then available limit of coverage for Coverage A shall be reduced by the amount of **Clean-Up Costs** paid by the Company under Coverages B and C combined in excess of \$116,233,665 at the time such **Clean-Up Costs** are paid. However, in no event shall the Company be liable for any payments

in excess of the Aggregate Policy Limit set forth in Item 4 of the Declarations. The \$116,233, 665 figure used in this paragraph shall be reduced by the same amount the Policy's aggregate limit is reduced in the event of the commutation of the Change Order No. 2 Notional Commutation Account.

10. Section VI. **CONDITIONS**, paragraph R. **Notional Commutation Accounts** is deleted in its entirety and replaced with the following:

**R. Notional Commutation Accounts –**

- A. The Company shall establish a Notional Commutation Account the balance of which shall be calculated as follows:
1. \$23,057,066 upon payment of the first premium installment in accordance with Section VI.T. below; plus
  2. \$17,601,203 upon payment of the second premium installment in accordance with Section VI.T. below; plus
  3. \$9,670,915 upon payment of the third premium installment in accordance with Section VI.T. below; provided, however, that in the event that the third premium installment is paid prior to June 1, 2008, the foregoing amount shall be reduced by \$1,403 for each day prior to June 1, 2008 that the third premium installment is received by the Company; plus
  4. \$21,857,799 upon payment of the fourth premium installment in accordance with Section VI.T. below; provided, however, that in the event that the fourth premium installment is paid prior to June 1, 2009, the foregoing amount shall be reduced by \$2,845 for each day prior to June 1, 2009 that the fourth premium installment is received by the Company; plus
  5. Funds Growth credited as per below; plus
  6. Subrogation recoveries for **Clean-Up Costs** paid under Coverages A, B and C; less
  7. 100% of **Clean-Up Costs** and **Loss** paid by the Company under Coverages A, B or C; provided that **Clean-Up Costs** debited from the Change Order No. 2 Notional Commutation Account maintained in accordance with paragraph B. below prior to its exhaustion shall not be debited for the Notional Commutation Account.

Notwithstanding the foregoing, if, at the time of the payment of any premium installment, the Company has made payments of **Clean-Up Costs** and **Loss** under Coverages A, B, and/or C in excess of the balance of the Notional Commutation Account, the amount credited to the Notional Commutation Account upon payment of such premium installment shall be reduced by the amount of such payments made by the Company in excess of the balance of the Notional Commutation Account.

**Funds Growth:** The Notional Commutation Account, if positive, will earn interest at an annual rate equal to the 1 year Constant Maturity Treasury (CMT) Rate yield prevailing on the day the premium is paid to the Company. The CMT will be updated annually as of the anniversary date of policy inception.

**Partial Commutation:** Upon **Project Completion**, the **Named Insured** under Coverages B and C may elect to commute coverage under Coverages B and C for all **Clean-Up Costs** by providing written notice thereof to the Company and to the **Named Insured FORA**. If the **Named Insured** elects such partial commutation, the Company will continue to retain 30% of the balance of the Notional Commutation Account in the Notional Commutation Account; provided, however, that such retained amount shall not exceed \$500,000, whereupon such retained amount shall thereafter be applied to **Loss** incurred under Coverage A pursuant to the terms of this Policy. The Company will pay the remainder of the balance of the Notional Commutation Account to the **Named Insured** under Coverages B and C. Payment by the Company shall only be made in return for a complete release of all liability for **Clean-Up Costs**, whether known or unknown, under Coverages B and C. Further, if this Policy has been relied upon by any **Governmental Authority(s)** or other governmental entity as an instrument of financial assurance, the Company shall not have any obligation to pay to the **Named Insureds** any remaining balance of the

Notional Commutation Account as set forth above until the applicable **Governmental Authority(s)** and/or other governmental entity has released the Company from any obligation to pay **Clean-Up Costs**, whether known or unknown, under Coverages B and C or until the **Named Insured(s)** have established, to the satisfaction of the Company, in its sole discretion, that alternative financial assurance has been provided.

**Pilot Project Cost Savings Commutation:** In the event that the **Named Insured** under Coverages B and C and the **Named Insured FORA** provide joint written notice to the Company, accompanied by supporting documentation reasonably acceptable to the Company, that the standard MEC clearance to depth protocol has been approved by the applicable **Governmental Authority(s)**, the Company shall pay to the **Named Insured FORA** from the Notional Commutation Account balance the amount of the **Pilot Project Cost Savings** in exchange for a complete release under all coverages by all **Named Insureds** of all liability for **Clean-Up Costs** for **Clean-Up** beyond the standard MEC clearance to depth protocol, whether known or unknown. Such release will be effective regardless of whether **Clean-Up** beyond the standard MEC clearance to depth protocol is later required by any **Governmental Authority**. However, the maximum amount payable from the Notional Commutation Account balance pursuant to this provision shall be calculated as follows:  $\$9,126.55 \times (519 \text{ minus the number of acres subject to the Pilot Project, as that term is defined in the ESCA})$ .

**Final Commutation:** At any time after the second (2<sup>nd</sup>) anniversary of the **Inception Date**, all **Named Insureds** may jointly elect to commute coverage under this Policy by providing written notice thereof to the Company. In such event, the Company will pay the balance of the Notional Commutation Account to any **Named Insured** specified in the aforesaid notice if so directed in such notice from all **Named Insureds**. Payment by the Company shall only be made in return for a complete release of the Company of all liability under this Policy, whether known or unknown. Further, if this Policy has been relied upon by any **Governmental Authority** or other governmental entity as an instrument of financial assurance, the Company shall not have any obligation to pay the **Named Insureds** any remaining balance of the Notional Commutation Account as set forth above until such **Governmental Authority** or governmental entity has released the Company from any liability it has or may have under this Policy, whether known or unknown, or until the **Named Insured** has established, to the reasonable satisfaction of the Company, that alternative financial assurance has been provided.

**Final Release of Notional Commutation Account:** Upon March 30, 2022, the Company shall release any remaining balance of the Notional Commutation Account to the **Named Insured FORA**.

- B. The Company shall establish a Change Order No. 2 Notional Commutation Account the balance of which shall be calculated as follows:
1. \$3,071,313 credited upon payment of the premium due pursuant to this Endorsement; plus
  2. Funds Growth credited as per below; less
  3. 100% of **Clean-Up Costs** paid by the Company under Coverages B or C for **Clean-Up** performed in Group 1A.

**Funds Growth:** The Change Order No. 2 Notional Commutation Account, if positive, will earn interest at an annual rate equal to the 1 year Constant Maturity Treasury (CMT) Rate yield prevailing on the day the premium is paid to the Company. The CMT will be updated annually as of the anniversary date of policy inception.

**Commutation of Change Order No. 2 Notional Commutation Account:** Upon **Operable Unit Closeout Determination** for **Operable Unit Group 1A**, the **Named Insured** under Coverages B and C may elect to commute coverage under Coverages B and C for all **Clean-Up Costs** by providing written notice thereof to the Company. If the **Named Insured** under Coverages B and C so elects, the Company will pay the balance of the Change Order No. 2 Notional Commutation Account to the **Named Insured** under Coverages B and C. Payment by the

Company shall only be made in return for a complete release of all liability by all **Named Insureds** for **Clean-Up Costs** arising from **Operable Unit** Group 1A, whether known or unknown, under Coverages B and C. Further, if this Policy has been relied upon by any **Governmental Authority(s)** or other governmental entity as an instrument of financial assurance, the Company shall not have any obligation to pay to the **Named Insured** under Coverages B and C any remaining balance of the Change Order No. 2 Notional Commutation Account as set forth above until the applicable **Governmental Authority(s)** and/or other governmental entity has released the Company from any obligation to pay **Clean-Up Costs** arising from **Operable Unit** Group 1A, whether known or unknown, under Coverages B and C or until the **Named Insured(s)** have established, to the satisfaction of the Company, in its sole discretion, that alternative financial assurance has been provided.

11. Section VI. **CONDITIONS**, Paragraph T. **Payment of Premium** is deleted in its entirety and replaced with the following:

T. **Payment of Premium** – The policy premium shall be paid in four installments:

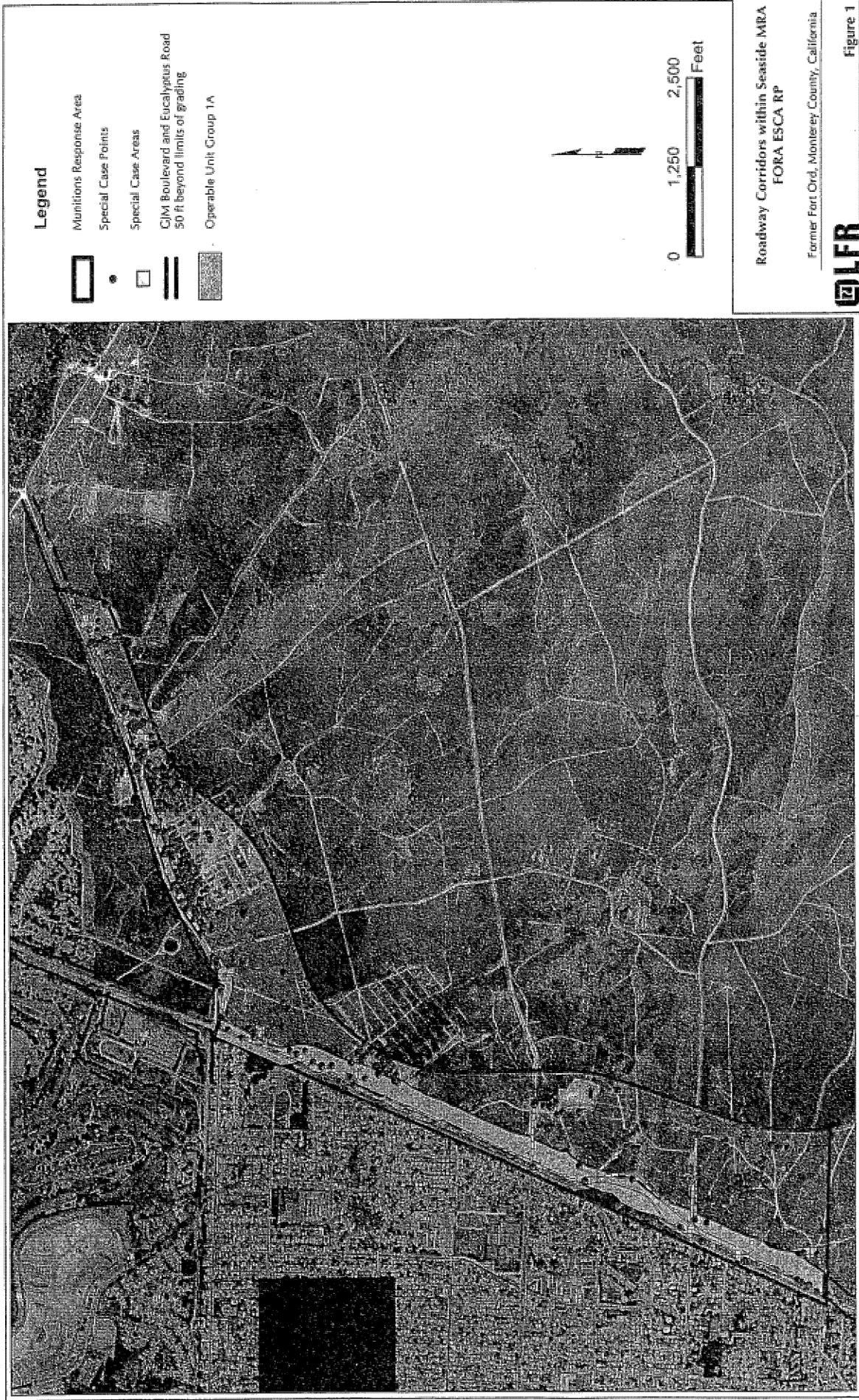
- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
- b) The second premium installment of \$18,000,000 shall be paid on or before September 127, 2007.
- c) The third premium installment of \$9,672,515 shall be paid on or before June 1, 2008; provided, however, that in the event that the third premium installment is paid prior to June 1, 2008, the amount of the third premium installment due shall be reduced by \$1,946 for each day prior to June 1, 2008 that the third premium installment is received by the Company.
- d) The fourth premium installment of \$22,825,131 shall be paid on or before June 1, 2009; provided, however, that in the event that the fourth premium installment is paid prior to June 1, 2009, the amount of the fourth premium installment due shall be reduced by \$4,064 for each day prior to June 1, 2009 that the fourth premium installment is received by the Company.

Failure to pay any policy premium installment required above when due shall constitute failure to pay premium pursuant to Section VI. G. Cancellation above.

12. The **Named Insureds** agree, as a condition precedent to the additional coverage granted by this Endorsement, that the terms of the warranty they provided in connection with the initial underwriting of this Policy also apply to the underwriting of this Endorsement.
13. Notwithstanding any of the terms and conditions of this Endorsement, in the event that the additional premium stated in the first sentence of this Endorsement is not paid on or before October 15, 2007, the Company and all **Named Insureds** agree that the Company shall issue an Endorsement with an effective date of October 15, 2007 which shall delete this Endorsement No. 9 in its entirety, with the exception of this paragraph and further provide that any **Clean-Up Costs** paid or otherwise which would be payable under the terms of this Endorsement No. 9 prior to it becoming ineffective shall be debited from the Notional Commutation Account as described in Section VI.R.

All other terms, conditions, and exclusions shall remain the same.

  
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AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)



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ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, April 25, 2008  
Forms a part of Policy No: EPP 7782507  
issued to: Fort Ord Reuse Authority; LFR Inc.  
By: American International Specialty Lines Insurance Company, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITION OF REMEDIATION SERVICES AGREEMENT ENDORSEMENT

It is hereby agreed that Section VII. DEFINITIONS paragraph U. Remediation Services Agreement, as amended by Endorsement Nos. 8, 9 and 11, is deleted in its entirety and replaced with the following:

- U. Remediation Services Agreement means that certain Remediation Services Agreement by and between FORA and LFR dated March 30, 2007, as amended by the FIRST AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated September 28, 2007, SECOND AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated September 28, 2007, THIRD AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated April 16, 2008, and Change Order No. 2.

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

ENDORSEMENT NO. 14

This endorsement, effective 12:01 AM, April 25, 2008  
Forms a part of Policy No: EPP 7782507  
Issued to: Fort Ord Reuse Authority; LFR Inc.  
By: American International Specialty Lines Insurance Company, Inc.

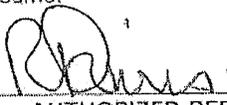
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF INSURED CONTRACTS AMENDATORY ENDORSEMENT

It is hereby agreed that Scheduled Insured Contract Master Cooperation and Environmental Services Agreement between LFR and Weston Solutions, Inc. dated April 12<sup>th</sup>, 2007, and on file with the Company, is amended by the addition of the following:

As such Agreement has been amended by the First Amendment to Master Cooperation and Environmental Services Agreement effective November 11, 2007, the Second Amendment to Master Cooperation and Environmental Services Agreement effective November 15, 2007, and the Third Amendment to Master Cooperation and Environmental Services Agreement effective April 16, 2008.

All other terms, conditions, and exclusions shall remain the same.

  
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AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

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PAGE 1 OF 1

ENDORSEMENT NO. 15

This endorsement, effective 12:01 AM, December 18, 2008  
Forms a part of Policy No: EPP 7782507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOURTH PREMIUM INSTALLMENT ENDORSEMENT

It is hereby agreed that the fourth premium installment in the amount of \$22,118,547 is due to the Company as of the effective date of this Endorsement in accordance with Item 6 of the Declarations.

Gross Premium	\$22,118,547.00
3% CA State Tax	\$663,556.41
.125% SLA Fee	\$27,648.18
	<hr/>
	\$22,809,751.59

All other terms, conditions, and exclusions shall remain the same.



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AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM,

December 18, 2008

Forms a part of Policy No:

EPP 7782507

Issued to:

FORT ORD REUSE AUTHORITY; LFR INC.

By:

AMERICAN INTERNATIONAL SPECIALTY LINES INS CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFICATION OF NOTIONAL COMMUTATION ACCOUNT, PAYMENT OF PREMIUM, AND  
DECLARATIONS AMENDATORY ENDORSEMENT

It is hereby agreed as follows:

1. Item 6 POLICY PREMIUM of the Declarations, as amended in Endorsements Nos. 9 and 11, is deleted in its entirety and replaced with the following:

Item 6: POLICY PREMIUM: The policy premium shall be paid in four installments:

- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
  - b) The second premium installment of \$18,000,000 shall be paid on or before September 27, 2007
  - c) The third premium installment of \$9,619,006 shall be paid on or before April 25, 2008.
  - d) The fourth premium installment of \$22,118,547 shall be paid on or before December 18, 2008
2. The seven (7) enumerated items and first paragraph that follows such enumerated items of Section VI. CONDITIONS, paragraph R. Notional Commutation Accounts, Paragraph A., as amended by Endorsements Nos. 9 and 11, are deleted in their entirety and replaced with the following:

R. Notional Commutation Accounts -

- A. The Company shall establish a Notional Commutation Account the balance of which shall be calculated as follows:

1. \$23,057,066 upon payment of the first premium installment in accordance with Section VI.T. below; plus
2. \$17,601,203 upon payment of the second premium installment in accordance with Section VI.T. below; plus
3. \$9,606,379 upon payment of the third premium installment in accordance with Section VI.T. below; plus
4. \$21,388,374 upon payment of the fourth premium installment in accordance with Section VI.T. below; plus
5. Funds Growth credited as per below; plus
6. Subrogation recoveries for Clean-Up Costs paid under Coverages A, B and C; less
7. 100% of Clean-Up Costs and Loss paid by the Company under Coverages A, B or C; provided that Clean-Up Costs debited from the Change Order No. 2 Notional Commutation Account maintained in accordance with paragraph B. below prior to its exhaustion shall not be debited from the Notional Commutation Account.

Notwithstanding the foregoing, if, at the time of the payment of any premium installment, the Company has made payments of **Clean-Up Costs** and **Loss** under Coverages A, B, and/or C in excess of the balance of the Notional Commutation Account, the amount credited to the Notional Commutation Account upon payment of such premium installment shall be reduced by the amount of such payments made by the Company in excess of the balance of the Notional Commutation Account.

3. Section VI. **CONDITIONS**, Paragraph **T. Payment of Premium**, as amended by Endorsement Nos. 9 and 11, is deleted in its entirety and replaced with the following:

**T. Payment of Premium** – The policy premium shall be paid in four installments:

- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
- b) The second premium installment of \$18,000,000 shall be paid on or before September 27, 2007.
- c) The third premium installment of \$9,619,006 shall be paid on or before April 25, 2008.
- d) The fourth premium installment of \$22,118,547 shall be paid on or before December 18, 2008.

Failure to pay any policy premium installment required above when due shall constitute failure to pay premium pursuant to Section VI. G. Cancellation above.

4. Section VII. **DEFINITIONS** paragraph **U. Remediation Services Agreement**, as amended by Endorsements Nos. 9, 11 and 13, is deleted in its entirety and replaced with the following:

**U. Remediation Services Agreement** means that certain Remediation Services Agreement by and between **FORA** and **LFR** dated March 30, 2007, as amended by the **FIRST AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT** dated September 28, 2007, **SECOND AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT** dated September 28, 2007, **THIRD AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT** dated April 16, 2008, **FOURTH AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT** dated December 18, 2008, and **Change Order No. 2**

All other terms, conditions, and exclusions shall remain the same.



\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO. 17

This endorsement, effective 12:01 AM, December 18, 2008  
Forms a part of Policy No: EPP 7782507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF INSURED CONTRACTS AMENDATORY ENDORSEMENT

It is hereby agreed that Endorsement No. 14, Schedule of Insured Contracts Amendatory Endorsement, is deleted in its entirety and replaced with the following:

Scheduled Insured Contract Master Cooperation and Environmental Services Agreement between LFR and Weston Solutions, Inc. dated April 12<sup>th</sup>, 2007, and on file with the Company, is amended by the addition of the following:

As such Agreement has been amended by the First Amendment to Master Cooperation and Environmental Services Agreement effective November 11, 2007, the Second Amendment to Master Cooperation and Environmental Services Agreement effective November 15, 2007, the Third Amendment to Master Cooperation and Environmental Services Agreement effective April 16, 2008, and the Fourth Amendment to Master Cooperation and Environmental Services Agreement effective December 18, 2008.

All other terms, conditions, and exclusions shall remain the same.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

ENDORSEMENT NO. 17

This endorsement, effective 12:01 AM, December 18, 2008  
Forms a part of Policy No: EPP 7782507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF INSURED CONTRACTS AMENDATORY ENDORSEMENT

It is hereby agreed that Endorsement No. 14, Schedule of Insured Contracts Amendatory Endorsement, is deleted in its entirety and replaced with the following:

Scheduled Insured Contract Master Cooperation and Environmental Services Agreement between LFR and Weston Solutions, Inc. dated April 12<sup>th</sup>, 2007, and on file with the Company, is amended by the addition of the following:

As such Agreement has been amended by the First Amendment to Master Cooperation and Environmental Services Agreement effective November 11, 2007, the Second Amendment to Master Cooperation and Environmental Services Agreement effective November 15, 2007, the Third Amendment to Master Cooperation and Environmental Services Agreement effective April 16, 2008, and the Fourth Amendment to Master Cooperation and Environmental Services Agreement effective December 18, 2008.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

or countersignature (in states where applicable)

PAGE 1 OF 1

ENDORSEMENT NO. 15

This endorsement, effective 12:01 AM, December 18, 2008  
Forms a part of Policy No: EPP 7782507  
Issued to: FORT ORD REUSE AUTHORITY; LFR INC.  
By: AMERICAN INTERNATIONAL SPECIALTY LINES INS CO.

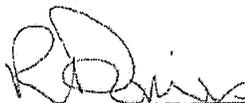
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOURTH PREMIUM INSTALLMENT ENDORSEMENT

It is hereby agreed that the fourth premium installment in the amount of \$22,118,547 is due to the Company as of the effective date of this Endorsement in accordance with Item 6 of the Declarations.

Gross Premium	\$22,118,547.00
3% CA State Tax	\$663,556.41
.125% SLA Fee	\$27,648.18
	<hr/>
	\$22,809,751.59

All other terms, conditions, and exclusions shall remain the same.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM,

December 18, 2008

Forms a part of Policy No:

EPP 7782507

Issued to:

FORT ORD REUSE AUTHORITY; LFR INC.

By:

AMERICAN INTERNATIONAL SPECIALTY LINES INS CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFICATION OF NOTIONAL COMMUTATION ACCOUNT, PAYMENT OF PREMIUM, AND  
DECLARATIONS AMENDATORY ENDORSEMENT

It is hereby agreed as follows:

1. Item 6 POLICY PREMIUM of the Declarations, as amended in Endorsements Nos. 9 and 11, is deleted in its entirety and replaced with the following:

Item 6: POLICY PREMIUM: The policy premium shall be paid in four installments:

- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
  - b) The second premium installment of \$18,000,000 shall be paid on or before September 27, 2007
  - c) The third premium installment of \$9,619,006 shall be paid on or before April 25, 2008.
  - d) The fourth premium installment of \$22,118,547 shall be paid on or before December 18, 2008
2. The seven (7) enumerated items and first paragraph that follows such enumerated items of Section VI. CONDITIONS, paragraph R. Notional Commutation Accounts, Paragraph A., as amended by Endorsements Nos. 9 and 11, are deleted in their entirety and replaced with the following:

R. Notional Commutation Accounts --

- A. The Company shall establish a Notional Commutation Account the balance of which shall be calculated as follows:
  1. \$23,057,066 upon payment of the first premium installment in accordance with Section VI.T. below; plus
  2. \$17,601,203 upon payment of the second premium installment in accordance with Section VI.T. below; plus
  3. \$9,606,379 upon payment of the third premium installment in accordance with Section VI.T. below; plus
  4. \$21,388,374 upon payment of the fourth premium installment in accordance with Section VI.T. below; plus
  5. Funds Growth credited as per below; plus
  6. Subrogation recoveries for Clean-Up Costs paid under Coverages A, B and C; less
  7. 100% of Clean-Up Costs and Loss paid by the Company under Coverages A, B or C; provided that Clean-Up Costs debited from the Change Order No. 2 Notional Commutation Account maintained in accordance with paragraph B. below prior to its exhaustion shall not be debited from the Notional Commutation Account.

Notwithstanding the foregoing, if, at the time of the payment of any premium installment, the Company has made payments of Clean-Up Costs and Loss under Coverages A, B, and/or C in excess of the balance of the Notional Commutation Account, the amount credited to the Notional Commutation Account upon payment of such premium installment shall be reduced by the amount of such payments made by the Company in excess of the balance of the Notional Commutation Account.

3. Section VI. **CONDITIONS**, Paragraph T. **Payment of Premium**, as amended by Endorsement Nos. 9 and 11, is deleted in its entirety and replaced with the following:

T. **Payment of Premium** – The policy premium shall be paid in four installments:

- a) The first premium installment of \$32,380,000 shall be paid on or before March 31, 2007.
- b) The second premium installment of \$18,000,000 shall be paid on or before September 27, 2007.
- c) The third premium installment of \$9,619,006 shall be paid on or before April 25, 2008.
- d) The fourth premium installment of \$22,118,547 shall be paid on or before December 18, 2008.

Failure to pay any policy premium installment required above when due shall constitute failure to pay premium pursuant to Section VI. G. Cancellation above.

4. Section VII. **DEFINITIONS** paragraph U. **Remediation Services Agreement**, as amended by Endorsements Nos. 9, 11 and 13, is deleted in its entirety and replaced with the following:

U. **Remediation Services Agreement** means that certain Remediation Services Agreement by and between FORA and LFR dated March 30, 2007, as amended by the FIRST AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated September 28, 2007, SECOND AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated September 28, 2007, THIRD AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated April 16, 2008, FOURTH AMENDMENT TO FORT ORD REMEDIATION SERVICES AGREEMENT dated December 18, 2008, and Change Order No. 2

All other terms, conditions, and exclusions shall remain the same.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

<b>FORT ORD REUSE AUTHORITY BOARD REPORT</b>	
<b>BUSINESS ITEMS</b>	
<b>Subject:</b>	Campus Town Consistency Determination
<b>Meeting Date:</b>	June 4, 2020
<b>Agenda Number:</b>	7b
	<b>ACTION</b>

**RECOMMENDATION(s):**

- i. Receive Campus Town Consistency Determination Report
- ii. Adopt Resolution 20-xx: Certifying the City of Seaside’s General Plan Circulation Element Amendments, Zoning Map and text amendments creating the “Campus Town Specific Plan” District, Campus Town Specific Plan, and development entitlements for the Campus Town Project.

**BACKGROUND:**

The City of Seaside (“Seaside”) submitted the Campus Town Project for consistency determination on April 30, 2020. Seaside’s cover letter is included as **Attachment B** and includes clickable weblinks to each of the listed items in their consistency determination submittal package. The package also included a Consistency Determination Review Matrix (**Attachment C**), a Regional Urban Design Guidelines (“RUDG”) Checklist (**Attachment D**), and a BRP Policies Consistency Worksheet (**Attachment E**).

This item is included on the Fort Order Reuse Authority (“FORA”) Board agenda because the Campus Town Project includes Legislative Land Use Decisions, including General Plan Circulation Element Amendments, Zoning Map and text amendments creating the “Campus Town Specific Plan” District, and Campus Town Specific Plan, which require FORA Board certification.<sup>1</sup>

With its submittal, Seaside requested a Legislative Land Use Decision review of the Campus Town Project in accordance with Section 8.02.010 of the FORA Master Resolution. Under state law (as implemented through FORA’s Master Resolution), Legislative Land Use Decisions must be scheduled for FORA Board review for consideration of certification under strict timeframes.

The Campus Town Project involves the construction and operation of up to 1,485 housing units; 250 hotel rooms; 75 youth hostel beds; 150,000 square feet of retail, dining, and entertainment uses; and 50,000 square feet of office, flex, makerspace, and light industrial uses; as well as park/recreational areas (including approximately nine acres of public open

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<sup>1</sup> Section 1.01.050(a) of FORA’s Master Resolution defines “Legislative Land Use Decisions” to mean “general plans, general plan amendments, redevelopment plans, redevelopment plan amendments, zoning ordinances, zone district maps or amendments to zone district maps, and zoning changes.” The Campus Town Development Agreement is not a “Legislative Land Use Decision” as defined in the Master Resolution, but is referenced where relevant herein.

space and 3.3 acres of private open space) and supporting infrastructure on approximately 122.23 acres.

Seaside's Campus Town Project submission materials also include a Vesting Tentative Subdivision Map and Affordable Housing Agreement, which are Development Entitlements that may be reviewed for consistency by the FORA Board on its own initiative or may be appealed to the FORA Board. To streamline processing, the FORA Board's resolution (**Attachment A**) combines both Legislative Land Use Decision and Development Entitlement Consistency determination findings.

On May 20, 2020, the Planners Working Group and Administrative Committee reviewed the Campus Town Project and determined that the Project is consistent with all relevant provisions of the BRP. At the same meeting, the Administrative Committee unanimously recommended that the FORA Board certify the City of Seaside's General Plan Circulation Element amendments, Zoning Map and text amendments creating the "Campus Town Specific Plan" District, the Campus Town Specific Plan, and development entitlements for the Campus Town Project as consistent with the Fort Ord BRP.

## **DISCUSSION:**

All consistency determinations include the considerations described below.

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

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

#### **8.02.030 OF THE FORA MASTER RESOLUTION**

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

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

The Reuse Plan limits commercial uses to 0.25 FAR. FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment for the project does not change the permitted intensities.

The zoning map and text changes and Campus Town Specific Plan authorize 200,000 square feet of retail, dining and entertainment, office, flex, makerspace, and light industrial, as well as 250 hotel rooms and 75 youth hostel beds on 122.23 acres, resulting in an overall intensity of the project substantially below the Reuse Plan commercial FAR limit. The Seaside City Council found the Specific Plan to be consistent with the General Plan.

The Vesting Tentative Map authorizes 200,000 square feet of retail, dining and entertainment, office, flex, makerspace, and light industrial, as well as 250 hotel rooms and 75 youth hostel beds over 122.23 acres, resulting in an overall intensity of the project substantially below the Reuse Plan commercial FAR limit. The Seaside City Council found the Specific Plan to be consistent with the General Plan and the Specific Plan.

The Campus Town Project does not provide land use designations that allow more intense land uses than permitted in the Reuse Plan for the Campus Town area.

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

The Reuse Plan residential density limit for the Campus Town area after adoption of the 2004 Seaside General Plan is 25 units per acre. FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change the permitted density.

The zoning map and text changes and Campus Town Specific Plan authorize 1,485 residential units over 122.23 acres, resulting in an overall density of the project of slightly more than 12 dwelling units per acre, substantially less than 25 units per acre. The Seaside City Council found the Specific Plan to be consistent with the General Plan.

The Vesting Tentative Map authorizes 1,485 residential units over 122.23 acres, resulting in an overall density of the project of less than 25 units per acre. The Seaside City Council found the Vesting Tentative Map to be consistent with the General Plan and the Specific Plan.

This housing density also remains consistent with the New Residential Unit Limit of FORA's Development Resource Management Plan.

Therefore, the Campus Town Project does not provide for a development more dense than the density of use permitted in the Reuse Plan for the Campus Town area.

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

The Campus Town Project is in substantial conformance with applicable programs.

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

The Reuse Plan calls for a university-focused mixed-use development on the Campus Town site. The Campus Town General Plan amendment does not change the permitted uses of the Campus Town area. The uses permitted in the Campus Town Specific Plan, which establishes a mixed-use area for housing, shopping, services, jobs, office, and open space, are consistent with the Reuse Plan designation. The Campus Town Project also is not located within a habitat reserve or habitat corridor identified in the Fort Ord Habitat Management Plan (HMP). Rather, the project area is designated for development under the HMP. The Seaside City Council found the Specific Plan to be consistent with the General Plan. The Seaside City Council further found the Vesting Tentative Map to be consistent with the General Plan and the Specific Plan. Therefore, the Campus Town Project does not provide uses that are in conflict or incompatible with uses permitted by the Reuse Plan on the Campus Town site or open space, recreational, or habitat management areas in FORA's jurisdiction.

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

The Specific Plan and Vesting Tentative Map provide that all infrastructure required will be built as part of the development. Improvements include water, sewer, storm drain, electrical, natural gas, and communications infrastructure as well associated transportation connections necessary to serve Campus Town. It is anticipated that Seaside will form a Community Facilities District to fund the maintenance of the City public improvements within the Specific Plan Area, and that a master owner's association (with sub-associations for different portions of the Plan Area) will maintain private improvements within the Specific Plan Area. In addition, the Campus Town Project will pay applicable regional infrastructure fees, including FORA fees (if still in effect, and if not, then replacement fees pursuant to the Campus Town Development Agreement), TAMC fees, and MCWD fees. The Seaside City Council found the Development Agreement to be consistent with the General Plan. The Seaside City Council found the Vesting Tentative Map to be consistent with the General Plan and the Specific Plan. Therefore, the Campus Town Project is consistent with this provision.

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

The Campus Town Project is not located within a habitat reserve or habitat corridor identified in the HMP. Rather, the project area is designated for development under the HMP. The Campus Town Project also is subject to state and federal permitting requirements in the event special status species are found in the project area. The project will participate in funding of habitat management through either the FORA fee (if still in effect, and if not, then replacement fees or HCP fees pursuant to the Campus Town Development Agreement). Thus, the Campus Town Project will not conflict or otherwise interfere with the implementation of the Fort Ord HMP.

#### **Additional Considerations for Development Entitlements**

(7) Is not consistent with the Highway 1 Design Corridor Design Guidelines as such guidelines may

be developed and approved by the Authority Board:

The Campus Town Project is not located in the Highway 1 design corridor. Therefore, it is not subject to the Highway 1 Design Corridor Design Guidelines.

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

FORA certified the 2004 Seaside General Plan and Seaside’s Affordable Housing Ordinance (Seaside Municipal Code Ch. 17.32) as consistent with the Reuse Plan. The Campus Town General Plan amendment does not change any policies related to the jobs/housing balance or affordable housing. The Seaside City Council found the Campus Town zoning map and text changes and Campus Town Specific Plan to be consistent with the General Plan.

The Campus Town Project provides a diverse mix of uses and housing types consistent with the General Plan, including single-family homes, multi-family homes, and affordable homes. Retail, dining, entertainment, office, and light industrial uses are expected to add approximately 751 new employees to the Specific Plan area.

The Campus Town Project would provide affordable housing consistent with the City’s Affordable Housing Ordinance and consistent with the BRP. The Campus Town Affordable Housing Agreement requires the Campus Town Project to include 20 percent affordable housing unit equivalents as calculated pursuant to Seaside’s Affordable Housing Ordinance. The Seaside City Council found the Campus Town Affordable Housing Agreement to be consistent with the City’s Affordable Housing Ordinance. The Campus Town Project is therefore consistent with this provision.

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

The Project Development Agreement requires the Developer to pay prevailing wages with respect to the Project to the extent required by Labor Code Sections 1720 et seq. and/or recorded covenants encumbering the Property. The Campus Town Project is therefore consistent with this provision.

**FISCAL IMPACT:**

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

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

**COORDINATION:**

Authority Counsel, Administrative and Executive Committees, Planners Working Group, City of Seaside

**Prepared by Steve Flint, RGS**

**Approved by** \_\_\_\_\_  
Joshua Metz

**ATTACHMENTS:**

- A. Resolution 20-XX Certifying the City of Seaside’s General Plan Circulation Element Amendments, Zoning Map and text amendments creating the “Campus Town Specific Plan” District, Campus Town Specific Plan, and development entitlements for the Campus Town Project are consistent with the Fort Ord BRP.
- B. April 30, 2020 Campus Town Consistency Determination Request Letter
- C. Consistency Determination Review Matrix
- D. Regional Urban Design Guidelines Checklist
- E. BRP Policies Consistency Worksheet

**FORT ORD REUSE AUTHORITY**  
**Resolution No. 20-\_\_\_\_\_**

**A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE  
AUTHORITY**

*Certifying the City of Seaside's General Plan Circulation Element Amendments,  
Zoning Map and text amendments creating the "Campus Town Specific Plan"  
District, Campus Town Specific Plan, and development entitlements for the Campus  
Town Project.*

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

- A. On June 13, 1997, the Fort Ord Reuse Authority ("FORA") adopted the Final Base Reuse Plan ("BRP") under Government Code Section 67675, et seq.
- B. After FORA adopted the BRP, Government Code Section 67675, et seq. requires each county or city within the former Fort Ord to submit to FORA its general plan or amended general plan and zoning ordinances, and to submit project entitlements, and legislative land use decisions that satisfy the statutory requirements.
- C. By Resolution No. 98-1, the Authority Board of FORA adopted policies and procedures implementing the requirements in Government Code 67675, et seq.
- D. The City of Seaside ("Seaside") is a member of FORA. Seaside has land use authority over land situated within the former Fort Ord and subject to FORA's jurisdiction.
- E. After noticed public hearings on March 5 and March 19, 2020, Seaside adopted the General Plan Circulation Element Amendments, Zoning Map and text amendments creating the "Campus Town Specific Plan" District, Campus Town Specific Plan, Development Agreement, Vesting Tentative Subdivision Map, and Affordable Housing Agreement for the Campus Town Project (collectively, the "Campus Town Project"), affecting lands on the former Fort Ord. Seaside also found the Campus Town Project consistent with the Fort Ord BRP, FORA's plans and policies, and the FORA Act, and considered the Fort Ord BRP Environmental Impact Report ("FORA EIR") and the Campus Town Environmental Impact Report in its review and deliberations.
- F. On April 30, 2020, Seaside requested that FORA certify the Campus Town Project as consistent with FORA's Final Base Reuse Plan, certified by the Board on June 13, 1997. Seaside submitted to FORA its Campus Town Project together with the accompanying documentation.
- G. Consistent with the Implementation Agreements between FORA and Seaside, on April 30, 2020, Seaside provided FORA with a complete copy of the submittal for lands on the former Fort Ord, the resolutions and/or ordinances approving it, a staff report and materials relating to Seaside's action, and findings and evidence supporting its determination that the Campus Town Project is consistent with the BRP and the FORA Act (collectively, "Supporting Material"). Seaside requested that FORA certify the Campus Town Project as being consistent with the BRP for those portions of Seaside that lie within the jurisdiction of FORA.

- H. FORA's Executive Officer and the FORA Administrative Committee reviewed Seaside's application for consistency evaluation. The Executive Officer submitted a report recommending that the FORA Board find that the Campus Town Project is consistent with the BRP. The Administrative Committee reviewed the Supporting Material on May 20, 2020 and concurred with the Executive Officer's recommendation. The Executive Officer set the matter for public hearing regarding consistency of the Campus Town Project before the FORA Board on June 6, 2020.
- I. Master Resolution, Chapter 8, Section 8.01.020(e) reads in part: "(e) In the event the Authority Board refuses to certify the legislative land use decision in whole or in part, the Authority Board's resolution making findings shall include suggested modifications which, if adopted and transmitted to the Authority Board by the affected land use agency, will allow the legislative land use decision to be certified. If such modifications are adopted by the affected land use agency as suggested, and the Executive Officer confirms such modifications have been made, the legislative land use decision shall be deemed certified..."
- J. FORA's review, evaluation, and determination of consistency is based on six criteria identified in section 8.02.010 and eight criteria identified in section 8.02.030. Evaluation of these criteria form a basis for the Board's decision to certify or to refuse to certify the legislative land use decisions and development entitlements.
- K. The term "consistency" is defined in the General Plan Guidelines adopted by the State Office of Planning and Research as follows: "An action, program, or project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment." This includes compliance with required procedures such as section 8.02.010 of the FORA Master Resolution.
- L. Master Resolution, Chapter 8, Section 8.02.010(a)(1-6) reads: "(a) In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board shall disapprove any legislative land use decision for which there is substantial evidence supported by the record, that (1) Provides a land use designation that allows more intense land uses than the uses permitted in the Reuse Plan for the affected territory; (2) Provides for a development more dense than the density of use permitted in the Reuse Plan for the affected territory; (3) Is not in substantial conformance with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution; (4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority; (5) Does not require or otherwise provide for the financing and/or installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the legislative land use decision; and (6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan."
- M. Master Resolution, Chapter 8, Section 8.02.030(a)(1-8) reads: "(a) In the review, evaluation, and determination of consistency regarding any development entitlement presented to the Authority Board pursuant to Section 8.01.030 of this Resolution, the Authority Board shall withhold a finding of consistency for any development entitlement that:
  - (1) Provides an intensity of land use which is more intense than that provided for in the

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

NOW THEREFORE the Board hereby resolves that:

1. The FORA Board acknowledges Seaside’s recommendations and actions of April 30, 2020 requesting that the FORA Board certify that the Campus Town Project and the BRP are consistent.
2. The FORA Board has reviewed and considered the Campus Town Project EIR and Seaside’s environmental documentation, and finds that these documents provide substantial additional information for purposes of FORA’s determination that the Campus Town Project and the BRP are consistent.
3. The FORA Board has considered all the materials submitted with this application for a consistency determination, the recommendations of the Executive Officer and the Administrative Committee, and the oral and written testimony presented at the hearings, all of which are hereby incorporated by reference.
4. The FORA Board certifies that the Campus Town Project is consistent with the BRP. The FORA Board further finds that the legislative land use decisions and development entitlements are based in part upon the substantial evidence submitted and a weighing of the BRP’s emphasis on a resource constrained sustainable reuse that evidences a balance between jobs created and housing provided.
5. The Campus Town Project will, considering all its aspects, further the objectives and policies of the BRP. The Seaside application is hereby determined to satisfy the requirements of Title 7.85 of the Government Code and the BRP.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this 11<sup>th</sup> day of June, 2020, by the following vote:

AYES:

NOES:

ABSENTIONS:

ABSENT:

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Jane Parker, Chair

ATTEST:

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Joshua Metz, Secretary

April 30, 2020

Fort Ord Reuse Agency  
Attn: Josh Metz, Executive Officer  
920 2nd Ave., Suite A  
Marina, CA 93933

RE: Campus Town Project Consistency Determination Request

In following up on the City of Seaside's email submittals of Campus Town documents for consistency review, the City of Seaside ("City") provides the augmented documents and organization below and requests that the Fort Ord Reuse Authority ("FORA") adopt a finding that the City's General Plan Circulation Element Amendments, Zoning Map and text amendments creating the "Campus Town Specific Plan" District, Campus Town Specific Plan, and development entitlements for the Campus Town Project are consistent with the Base Reuse Plan.

The Campus Town Project involves the construction and operation of up to 1,485 housing units; 250 hotel rooms; 75 youth hostel beds; 150,000 square feet of retail, dining, and entertainment uses; and 50,000 square feet of office, flex, makerspace, and light industrial uses; as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space) and supporting infrastructure on approximately 122.23 acres.

Based on the attached reports and consistency analysis matrix, the City finds the Campus Town Project consistent with the Fort Ord Base Reuse Plan and requests that FORA concur with this determination and certify the project.

Below is the submittal package that has been prepared in accordance with the instructions for a Legislative Land Use Decisions Consistency Determination and Development Entitlements Consistency Determination:

1. FORA Consistency Determination Analysis Table; Combined – Legislative Land Use Decisions and Development Entitlements (Sections 8.02.010, 8.02.020, 8.02.030, and 8.02.040 of the FORA Master Resolution)
2. Base Reuse Plan Policy and Program Checklist
3. Regional Urban Design Guidelines Compliance Checklist
4. [City Council Staff Report, March 5, 2020](#)

5. [City Council Resolution No. 20-09, Certifying the Environmental Impact Report for the Campus Town Specific Plan Project, Making California Environmental Quality Act Findings, and Adopting a Mitigation Monitoring and Reporting Program](#)
6. [Notice of Determination, March 5, 2020](#)
7. [Notice of Determination, March 19, 2020](#)
8. [City Council Resolution No. 20-10, Approving a General Plan Circulation Element Amendment for the Campus Town Project](#)
9. [Ordinance No. 1081, Creating the "Campus Town Specific Plan" Zoning District and Rezoning the Campus Town Project Area to the Campus Town Specific Plan Zoning District](#)
10. [Ordinance No. 1080, Approving the Campus Town Specific Plan](#)
11. [City Council Resolution No. 20-11, Approving a Vesting Tentative Map VTM-01 and an Affordable Housing Agreement for the Campus Town Project](#)
12. [Ordinance No. 1082, Approving a Development Agreement for the Campus Town Project](#)
13. [Planning Commission Resolution No. 20-04 PC, Recommending City Council Approve \(1\) the Campus Town Specific Plan, \(2\) General Plan Circulation Element Amendments, \(3\) Zoning Map and Text Amendments Creating the "Campus Town Specific Plan" District, \(4\) the Development Agreement, \(5\) Vesting Tentative Subdivision Map, and \(6\) Inclusionary \(Affordable\) Housing Agreement for the Campus Town Project](#)
14. [Campus Town Specific Plan](#)
15. [Development Agreement](#)
16. [Vesting Tentative Map](#)
17. [Affordable Housing Agreement](#)
18. [Campus Town Project Final Environmental Impact Report and Appendices](#)
19. [Campus Town Project Draft Environmental Impact Report, including Notices and Appendices](#)
20. [FORA Resolution No. 04-6, Determining Consistency of the City of Seaside General Plan with the Fort Ord Base Reuse Plan](#)
21. [FORA Resolution No.11-06, Determining Consistency of the City of Seaside Affordable Housing Ordinance with the Fort Ord Base Reuse Plan](#)
22. [City of Seaside 2019 Housing Element Update  
2019 Housing Element Appendices](#)

For your ease of analysis and use in your independent discretion, attached also please find a DRAFT background and Chapter 8.02 considerations analysis and DRAFT FORA Resolution

Additional background and materials may also be found at the following weblink <https://seasidecampustown.com>. Please do not hesitate to contact me at 831-899-6890 or [sdamon@ci.seaside.ca.us](mailto:sdamon@ci.seaside.ca.us) if you have any questions or need additional information.

Sincerely,

/s/

Sheri L. Damon  
City Attorney

Enc.(s)

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

FORA Master Resolution criteria	Discussion
<b>LEGISLATIVE LAND USE DECISION CONSISTENCY</b>	
<i>Fill in Discussion cells below for all Legislative Land Use Decision consistency determinations (i.e. General Plan updates, Zoning amendments, etc)<sup>1</sup></i>	
<b>8.02.010 (a)</b> In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board shall disapprove any legislative land use decision for which there is substantial evidence supported by the record, that	
<p>(1) Provides a land use designation that allows more intense land uses than the uses permitted in the Reuse Plan for the affected territory;</p>	<p>The Reuse Plan limits commercial uses to 0.25 FAR. FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment for the project does not change the permitted intensities.</p> <p>The zoning map and text changes and Campus Town Specific Plan authorize 200,000 square feet of retail, dining and entertainment, office, flex, makerspace, and light industrial, as well as 250 hotel rooms and 75 youth hostel beds over 122.23 acres, resulting in an overall intensity of the project substantially below the Reuse Plan commercial FAR limit. The City Council found the Specific Plan to be consistent with the General Plan (City Council Ordinance No. 1080 (Specific Plan), Finding No. 1).</p> <p>Therefore, the legislative land use approvals do not provide a land use designation that allows more intense land uses than permitted in the Reuse Plan for the Campus Town area. (See Specific Plan, page 112.)</p>
<p>(2) Provides for a development more dense than the density of use permitted in the Reuse Plan for the affected territory;</p>	<p>The Reuse Plan residential density limit for the Campus Town area after adoption of the 2004 Seaside General Plan is 25 units per acre. FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change the permitted density.</p> <p>The zoning map and text changes and Campus Town Specific Plan authorize 1,485 residential</p>

<sup>1</sup> “Legislative land use decisions” for Campus Town consist of a General Plan amendment, zoning map and text changes, and the Campus Town Specific Plan. The Campus Town Development Agreement is not a “legislative land use decision” as defined in the Master Resolution, but is referenced where relevant herein.

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

	<p>units over 122.23 acres, resulting in an overall density of the project of less than 25 units per acre. The City Council found the Specific Plan to be consistent with the General Plan (City Council Ordinance No. 1080 (Specific Plan), Finding No. 1).</p> <p>This housing density also remains consistent with the New Residential Unit Limit of FORA's Development Resource Management Plan. (FEIR, Response 10.4.)</p> <p>Therefore, the legislative land use approvals do not provide for a development more dense than the density of use permitted in the Reuse Plan for the Campus Town area. (See Specific Plan, page 112.)</p>
<p>(3) Is not in substantial conformance with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution;</p>	<p>See below and separate worksheet.</p>
<p>(4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority;</p>	<p>The Reuse Plan calls for a university-focused mixed-use development on the Campus Town site. The Campus Town General Plan amendment does not change the permitted uses of the Campus Town area. The uses permitted in the Campus Town Specific Plan, which establishes a mixed-use area for housing, shopping, services, jobs, office, and open space, are consistent with the Reuse Plan designation. The project area also is not located within a habitat reserve or habitat corridor identified in the Fort Ord Habitat Management Plan (HMP). Rather, the project area is designated for development under the HMP. (See Specific Plan, Sections 1.4, 1.5, 1.7, 1.8, 1.9, 4.4, 4.5; Project EIR, ch. 4.3.3.) The City Council found the Specific Plan to be consistent with the General Plan (City Council Ordinance No. 1080 (Specific Plan), Finding No. 1). Therefore, the legislative land use approvals do not provide uses which are in conflict or incompatible with uses permitted by the Reuse Plan on the Campus Town site or open space, recreational, or habitat management areas in FORA's jurisdiction.</p>

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<p>(5) Does not require or otherwise provide for the financing and/or installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the legislative land use decision; and</p>	<p>The Specific Plan provides that all infrastructure required will be built as part of the development. (See Specific Plan, page 182.) Improvements include water, sewer, storm drain, electrical, natural gas, and communications infrastructure as well associated connections necessary to serve Campus Town. It is anticipated that the City will form a Community Facilities District to fund the maintenance of the City public improvements within the Specific Plan Area, and that a master owner’s association (with sub-associations for different portions of the Plan Area) will maintain private improvements within the Specific Plan Area. (See Specific Plan, pages 187 and 200) In addition, the Campus Town project will pay applicable regional infrastructure fees, including FORA fees (if still in effect, and if not, then replacement fees pursuant to the Campus Town Development Agreement), TAMC fees, and MCWD fees (See Development Agreement sections 9(i), 9(g)(iii)). Therefore, the legislative land use approvals are consistent with this provision.</p>
<p>(6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan.</p>	<p>The project area is not located within a habitat reserve or habitat corridor identified in the HMP. Rather, the project area is designated for development under the HMP. The project also is subject to state and federal permitting requirements in the event special status species are found in the project area. The project will participate in funding of habitat management through either FORA fee (if still in effect, and if not, then replacement fees or HCP fees pursuant to the Campus Town Development Agreement). Thus, the project will not conflict or otherwise interfere with the implementation of the Fort Ord HMP. (See Project EIR, ch. 4.3.3.)</p>
<p>(b) FORA shall not preclude the transfer of intensity of land uses and/or density of development involving properties within the affected territory as long as the land use decision meets the overall intensity and density criteria of Sections 8.02.010(a)(1) and (2) above as long as the cumulative net density or intensity of the Fort Ord Territory is not increased.</p>	<p>The Campus Town project does not propose the transfer of intensity of land uses or density of development. This project will not conflict with this provision of the BRP.</p>

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(c) The Authority Board, in its discretion, may find a legislative land use decision is in substantial compliance with the Reuse Plan when the Authority Board finds that the applicant land use agency has demonstrated compliance with the provisions specified in this section and Section 8.020.020 of this Master Resolution.

**8.02.020** (a) Prior to approving any development entitlements, each land use agency shall act to protect natural resources and open spaces on Fort Ord Territory by including the open space and conservation policies and programs of the Reuse Plan, applicable to the land use agency, into their respective general, area, and specific plans.

(1) Each land use agency shall review each application for a development entitlement for compatibility with adjacent open space land uses and require suitable open space buffers to be incorporated into the development plans of any potentially incompatible land uses as a condition of project approval.

FORA certified the 2004 Seaside General Plan as consistent with the Reuse Plan. (FORA Res. No. 04-6.) The General Plan amendment does not change open space and conservation policies. The zoning map and text changes and Campus Town Specific Plan are consistent with the General Plan. The project is an entirely infill project and does not encroach on any open space buffers. Further, the project provides for open space areas that serve as a transition to the natural open space areas surrounding certain portions of the project site. (See Specific Plan, Figure 2.6, sections 2.1.7 and 3.4.)

(2) When buffers are required as a condition of approval adjacent to Habitat Management areas, the buffer shall be designed in a manner consistent with those guidelines set out in the Habitat Management Plan. Roads shall not be allowed within the buffer area adjacent to Habitat Management areas except for restricted access maintenance or emergency access roads.

The project site is designated for development under the HMP and there are no habitat management areas adjacent to the project site. (See HMP Map, updated 2005.) Accordingly, no buffers to habitat management areas are required for the project. The project site is previously impacted and surrounded by existing roadways and institutional uses. (See Project EIR, ch. 4.3.3.)

(b) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that will ensure consistency of future use of the property within the coastal zone through the master planning process of the California Department of Parks and Recreation, if applicable. All future use of such property shall comply with the requirements of the Coastal Zone Management Act and the

This project is not located within the coastal zone. This provision is not applicable.

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<p>California Coastal Act and the coastal consistency determination process.</p>	
<p>(c) Monterey County shall include policies and programs in its applicable general, area, and specific plans that will ensure that future development projects at East Garrison are compatible with the historic context and associated land uses and development entitlements are appropriately conditioned prior to approval.</p>	<p>The project is not at East Garrison. This provision is not applicable.</p>
<p>(d) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that shall limit recreation in environmentally sensitive areas, including, but not limited to, dunes and areas with rare, endangered, or threatened plant or animal communities to passive, low intensity recreation, dependent on the resource and compatible with its long term protection. Such policies and programs shall prohibit passive, low-density recreation if the Board finds that such passive, low-density recreation will compromise the ability to maintain an environmentally sensitive resource.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to environmentally sensitive areas or recreation. The zoning map and text changes and Campus Town Specific Plan are consistent with the General Plan. The Specific Plan provides that the existing tree grove to the west of General Jim Moore Boulevard will be conserved to protect the natural landscape and local ecosystem. Limited interventions such as walking paths and minimal hardscape will ensure that the area is publicly accessible for recreation without adversely impacting native wildlife. (See Specific Plan Section 3.4.2.1.A.) Further, the Campus Town Specific Plan EIR found that no environmentally sensitive areas exist within the boundaries of the Specific Plan. Project development also is conditioned on pre-construction surveys and mitigation if special status species are identified. (See MMRP, BIO-1(a)-BIO-1(h).) Thus, there will be no impacts to any environmentally sensitive resources. (See Project EIR, ch. 4.3.3.)</p>
<p>(e) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that shall encourage land uses that are compatible with the character of the surrounding districts or neighborhoods and discourage new land use activities which are potential nuisances and/or hazards within and in close proximity to residential areas. Reuse of property in the Army urbanized footprint should be encouraged.</p>	<p>The Reuse Plan calls for a university focused mixed-use development on the Campus Town site. FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change the permitted uses of the Campus Town area. The uses permitted in the Campus Town Specific Plan, which establish a mixed-use area for housing, shopping, services, jobs, office, and open space, are consistent with the Reuse Plan designation. (See Specific Plan, Sections 1.4, 1.5, 1.7, 1.8, 1.9, 4.4, 4.5.) The City Council found the Specific Plan to be consistent with the</p>

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	<p>General Plan (City Council Ordinance No. 1080 (Specific Plan), Finding No. 1).</p> <p>The Specific Plan encourages reuse of property in the Army urbanized footprint. The Specific Plan provides that the existing tree grove to the west of General Jim Moore Boulevard will be conserved to protect the natural landscape and local ecosystem. (See Specific Plan Section 3.4.2.1.A.)</p> <p>Project uses permitted under the Specific Plan also are compatible with the California State University, Monterey Bay (CSUMB) campus and the approved Main Gate project, as the Specific Plan provides additional housing, retail, and services to the area. The project includes open space areas that serve as a transition to the natural open space areas surrounding certain portions of the project site. See Specific Plan, Figure 2.6, sections 1.5, 2.1.7, 2.3, 3.4, 4.3.)</p> <p>The Campus Town Specific Plan includes a Form-Based Code that sets goals and policies for future development. The Form-Based Code was based upon and is consistent with the provisions of the RUDG. FORA has indicated that Specific Plan “does a thorough job aligning the proposed project with the Regional Urban Design Guidelines.” (See Specific Plan, Sections 2.2, 3.3-3.6, 4.6.2, 4.6.3, 4.7; Project Final EIR, comment 3.8.)</p>
<p>(f) Each land use agency with jurisdiction over property in the Army urbanized footprint shall adopt the cultural resources policies and programs of the Reuse Plan concerning historic preservation and shall provide appropriate incentives for historic preservation and reuse of historic property, as determined by the affected land use agency, in their respective applicable general, area, and specific plans.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change the cultural resource policies and programs applicable to the Campus Town area. No resources listed on, or eligible for listing on, the National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks list, or the California Points of Historical Interest list are located within the Campus Town Specific Plan area. Further, there are no known archaeological resources within the project site. All future development within the Campus Town Specific Plan area is subject to mandatory mitigation requirements in the event unknown resources are found. (See See MMRP, CUL-2(a), 2(b), GEO-5; Project EIR, ch. 4.4.3.)</p>

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<p>(g) The County of Monterey shall amend the Greater Monterey Peninsula Area Plan and designate the Historic East Garrison Area as an historic district in the County Reservation Road Planning Area. The East Garrison shall be planned and zoned for planned development mixed uses consistent with the Reuse Plan. In order to implement this aspect of the plan, the County shall adopt at least one specific plan for the East Garrison area and such specific plan shall be approved before any development entitlement shall be approved for such area.</p>	<p>Campus Town is not within the East Garrison Area. This provision does not apply.</p>
<p>(h) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that shall support all actions necessary to ensure that sewage treatment facilities operate in compliance with waste discharge requirements adopted by the California Regional Water Quality Control Board.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to sewage treatment. The zoning map and text changes and Campus Town Specific Plan include a Conceptual Sanitary Sewer System that will accommodate proposed development. (See Specific Plan, Section 5.4.) The Specific Plan requires that phasing plans for the project provide all infrastructure necessary to support each phase. (See Specific Plan, ch. 6.)</p> <p>Development of the Campus Town Specific Plan is estimated to produce up to approximately 0.34 million gallons per day (mgd) of wastewater. Based on the Monterey Regional Water Pollution Control Agency Sewer System Management Plan, as of 2013, the Regional Wastewater Treatment Plant had unused but permitted treatment capacity of approximately 8.6 mgd during dry weather and about 41.2 mgd during peak wet weather conditions. The project would therefore account for approximately 3.9 percent of the plant's 8.6 mgd remaining dry weather capacity and approximately 0.8 percent of the plant's 41.2 mgd remaining wet weather capacity. (See Project EIR, ch. 4.16.)</p> <p>The existing wastewater treatment capacity of the Regional Wastewater Treatment Plant would be sufficient to accommodate the project. Therefore, implementation of the project would not result in the need to expand the capacity of the Regional Wastewater Treatment Plant. (See City Council Resolution No. 20-09 (Certifying EIR); Project EIR, ch. 4.16.)</p>

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(i) Each land use agency shall adopt the following policies and programs:	
(1) A solid waste reduction and recycling program applicable to Fort Ord Territory consistent with the provisions of the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 <i>et seq.</i>	FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to solid waste reduction and recycling. The zoning map and text changes and Campus Town Specific Plan require that a detailed solid waste plan will be submitted concurrent with the final tract map and improvement plan for each phase of the project. The solid waste plan is required to comply with all federal, state, and local statutes and regulations for solid waste reduction and recycling. (See Specific Plan, Section 5.6, ch. 6; City Council Resolution No. 20-09 (Certifying EIR); Project EIR, ch. 4.16.)
(2) A program that will ensure that each land use agency carries out all action necessary to ensure that the installation of water supply wells comply with State of California Water Well Standards and well standards established by the Monterey County Health Department; and	The Campus Town General Plan amendment and the Campus Town Specific Plan do not provide for the installation of any water supply wells. The Water Supply Assessment for the Specific Plan further ensures that Monterey County Environmental Health would have to approve any permits for the construction of groundwater wells. (See Project EIR, App. M.)
(3) A program that will ensure that each land use agency carries out all actions necessary to ensure that distribution and storage of potable and non-potable water comply with State Health Department regulations.	The Campus Town Specific Plan provides that all applicable state and federal standards and codes, which includes State Health Department regulations, apply to development within the Specific Plan Area. (See Specific Plan, Section 6.3.1.)
(j) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans to address water supply and water conservation. Such policies and programs shall include the following:	
(1) Identification of, with the assistance of the Monterey County Water Resources Agency and the Monterey Peninsula Water Management District, potential reservoir and water impoundment sites and zoning of such sites for watershed use, thereby precluding urban development;	The Campus Town Specific Plan area does not contain potential reservoir or water impoundment sites. Both MCWRA and MPWMD were contacted for comment on the EIR for the Specific Plan (See Project EIR, App. N.)
(2) Commence working with appropriate agencies to determine the feasibility of development additional water supply sources, such as water importation and	As provided in the Water Supply Assessment for the project, the Marina Coast Water District is working pursuant to the Regional Urban Water Augmentation Project and the Pure Water

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<p>desalination, and actively participate in implementing the most viable option or options;</p>	<p>Monterey Groundwater Replenishment Project to develop recycled water and a larger desalination plant to meet the projected demands of the Ord Community. The RUWAP EIR includes a 1,500 AFY desalination facility for the District. The facility was sized to provide 1,200 AFY of new supply to the Ord Community and 300 AFY to Central Marina, allowing the District to retire the existing pilot desalination plant. (See Project EIR, App. M.)</p>
<p>(3) Adoption and enforcement of a water conservation ordinance which includes requirements for plumbing retrofits and is at least as stringent as Regulation 13 of the Monterey Peninsula Water Management District, to reduce both water demand and effluent generation.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to water conservation. The Campus Town Specific Plan provides for water conservation measures consistent with the 2004 Seaside General Plan, including the use of recycled water for irrigation and domestic (toilet) use. Development also must adhere to the requirements of Title 24, Part 6 of the California Code of Regulations, which includes standards for water-conserving plumbing and fixtures. (See Specific Plan, Section 5.2; Project EIR, chs. 4.5, 4.10.)</p>
<p>(4) Active participation in support of the development of “reclaimed” or “recycled” water supply sources by the water purveyor and the Monterey Regional Water Pollution Control Agency to ensure adequate water supplies for the territory within the jurisdiction of the Authority.</p>	<p>The project as designed is projected to use up to 45.83 AFY of recycled water. In addition, several in-lieu storage and offset programs have been identified. Pursuant to Mitigation Measure UTIL-1, additional water supply will be ensured through the following programs:</p> <ul style="list-style-type: none"> <li>- Bayonet and Blackhorse Golf Courses in-lieu storage and recovery program, which would replace a minimum of 311.08 AFY of existing potable water use with recycled water (up to 450 AFY as recycled water supplies increase).</li> <li>- Seaside Highlands and Soper Field recycled water substitution program to offset 53.1 AFY of potable water use. The Seaside Highlands development was constructed with recycled water mains to supply the landscape irrigation systems. This system is currently fed with potable water, but recycled water will be available within the next few years. Providing recycled water for irrigation of that project would make up to 43.1 AFY of potable</li> </ul>

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	<p>supply available for reallocation from Seaside Highlands. An additional 10 AFY may be made available by converting the City's Soper Field sports complex (adjacent to Seaside Highlands) to recycled water.</p> <ul style="list-style-type: none"> <li>- Use of recycled water in the Main Gate project, which would require the previously approved Main-Gate project to utilize 42.99 AFY of recycled water in-lieu of previously allocated potable water supply.</li> <li>- The City may also require dual-plumbing of buildings to use recycled water for sanitary fixture flushing (toilets and urinals), which will offset potable water demand with recycled water.</li> </ul> <p>(See Project EIR, ch. 4.9.)</p>
<p>(5) Promotion of the use of on-site water collection, incorporating measures such as cisterns or other appropriate improvements to collect surface water for in-tract irrigation and other non-potable use.</p>	<p>The project will employ low impact development techniques to manage rainfall at the source by infiltrating stormwater as close to the source as practicable. Sandy dune soils with moderate to high percolation rates underlay most of the site and provide an opportunity to infiltrate on a lot by lot basis. Rainfall runoff up to the 100-year event can be infiltrated on each lot without producing runoff that would normally be tributary to a storm drain system. Nearly all public hardscape would be comprised of detached sidewalks that drain to landscape areas. Such measures would reduce the risk of erosion, siltation, polluted runoff, and flooding by capturing and recharging runoff on-site. Runoff generated from streets and public hardscape areas within the Specific Plan Area would be tributary to the on-site storm drain system. Drainage basins are proposed in the Plan Area's topographic low points, and the proposed storm drain pipe network would collect runoff from all internal residential streets and convey stormwater to these basin areas, which would be designed to provide retention up to the 100-year storm event. (See Project EIR, ch. 4.9.)</p>
<p>(6) Adoption of policies and programs consistent with the Authority's Development and Resource Management Plan to establish programs and monitor development of territory within the jurisdiction of the Authority to assure that it</p>	<p>FORA's Development and Resource Management Plan sets forth that member agencies are provided an allocation of water supply that is subject to periodic review. (See DRMP, Section 3.11.5.4.) The water supply assessment for the project addresses this</p>

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<p>does not exceed resource constraints posed by water supply.</p>	<p>allocation and describes how adequate supply from this and other water sources will be assured to meet project demand, consistent with the Land Use Jurisdiction Responsibility in the DRMP. (See Project EIR, App. M; DRMP, Section 3.11.5.4.)</p>
<p>(7) Adoption of appropriate land use regulations that will ensure that development entitlements will not be approved until there is verification of an assured long- term water supply for such development entitlements.</p>	<p>The California Water Code (§10910 et. seq.), based on Senate Bill 610 of 2001 (SB 610), requires an assessment of whether the District's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, as part of the California Environmental Quality Act (CEQA) process. A Water Supply Assessment was prepared for the project to verify the long-term water supply. (See Project EIR, App. M.)</p>
<p>(8) Participation in the development and implementation of measures that will prevent seawater intrusion into the Salinas Valley and Seaside groundwater basins.</p>	<p>The Seaside Basin Monitoring and Management Program ("M&amp;MP") monitors current overdraft conditions, as well as the threat of seawater intrusion into the coastal subarea. Since the entry of the Seaside Decision, Seaside Basin's groundwater levels have declined as expected (given the continued overdraft while production is gradually reduced over time to match safe yield), but no seawater intrusion has been detected. Moreover, the Water Supply Assessment for the project sets forth the plans to further reduce demand on the basin and thereby allow the basin's groundwater levels to recover. If seawater intrusion is detected by the M&amp;MP in the interim, the M&amp;MP prescribes an aggressive plan to address the problem (See Final EIR, 2-6, nn. 11 &amp; 12. M&amp;MP page 4).</p>
<p>(9) Implementation of feasible water conservation methods where and when determined appropriate by the land use agency, consistent with the Reuse Plan, including; dual plumbing using non-potable water for appropriate functions; cistern systems for roof-top run-off; mandatory use of reclaimed water for any new golf courses; limitation on the use of potable water for golf courses; and publication of annual water</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to water conservation. The Campus Town Specific Plan provides for water conservation measures consistent with the 2004 Seaside General Plan, including the use of recycled water for irrigation of public street landscape medians, public parks, and commercial/flex sites, as well as domestic (toilet) use. Development also must adhere to the requirements of Title 24, Part 6 of</p>

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<p>reports disclosing water consumption by types of use.</p>	<p>the California Code of Regulations, which includes standards for water-conserving plumbing and fixtures. (See Specific Plan, Section 5.2; Project EIR, chs. 4.5, 4.10.)</p>
<p>(k) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that will require new development to demonstrate that all measures will be taken to ensure that storm water runoff is minimized and infiltration maximized in groundwater recharge areas. Such policies and programs shall include:</p>	
<p>(1) Preparation, adoption, and enforcement of a storm water detention plan that identifies potential storm water detention design and implementation measures to be considered in all new development, in order to increase groundwater recharge and thereby reduce potential for further seawater intrusion and provide for an augmentation of future water supplies.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to stormwater detention.</p> <p>The Campus Town Specific Plan provides for a Conceptual Storm Water System, which proposes a storm pipe network that would collect runoff from all internal residential streets and convey stormwater to basin areas located at low points of the Specific Plan area. The basins will be designed to provide retention up to the 100-year storm event. The Specific Plan further requires that parkways be designed as infiltration planters with appropriate plant material. (See Specific Plan, chs. 3 and Section 5.3; Project EIR, chs. 2, 4.9, 4.10, 4.16.)</p> <p>The Specific Plan requires that storm water runoff management adhere to the criteria identified in the Resolution No. R3-2013-0032 “Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region” dated July 12, 2013, as it may be amended for time to time. The Specific Plan further requires that Stormwater facilities be designed per the guidelines in FORA “Stormwater Master Plan” dated March 2005, as it may be amended from time to time, which stipulates runoff produced from the 100-year, 24-hour storm event shall be infiltrated. (See Specific Plan sec. 6.4.6.)</p> <p>In addition, the 2004 General Plan and Draft Seaside 2040 require new construction to use Low Impact Development techniques such as bioswales and permeable pavement. These techniques are designed to ensure that pervious surfaces are incorporated into the Proposed Project, thereby maintaining the ability to</p>

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	<p>percolate and recharge groundwater. (See Project EIR, ch. 4.9.)</p>
<p>(2) Preparation, adoption, and enforcement of a Master Drainage Plan to assess the existing natural and man- made drainage facilities, recommend area-wide improvements based on the approved Reuse Plan, and develop plans for the control of storm water runoff from future development. Such plans for control of storm water runoff shall consider and minimize any potential for groundwater degradation and provide for the long term monitoring and maintenance of all storm water retention ponds.</p>	<p>The City has prepared and adopted a Stormwater Master Plan. Further, the project will manage rainfall at the source by infiltrating stormwater as close to the source as practicable. Sandy dune soils with moderate to high percolation rates underlay most of the site and provide an opportunity to infiltrate on a lot by lot basis. Rainfall runoff up to the 100-year event can be infiltrated on each lot without producing runoff that would normally be tributary to a storm drain system. Nearly all public hardscape would be comprised of detached sidewalks that drain to landscape areas. Such measures would reduce the risk of erosion, siltation, polluted runoff, and flooding by capturing and recharging runoff on-site. Runoff generated from streets and public hardscape areas within the Specific Plan Area would be tributary to the on-site storm drain system. Drainage basins are proposed in the Plan Area’s topographic low points, and the proposed storm drain pipe network would collect runoff from all internal residential streets and convey stormwater to these basin areas, which would be designed to provide retention up to the 100-year storm event. (See Specific Plan, Sections 3.5, 5.6, ch. 6; Project EIR, ch. 4.9.)</p> <p>Consistent with the NPDES Construction General Permit, the project will be required to develop a Stormwater Pollution Prevention Plan. Pursuant to Title 8, Chapter 8.46 of the Seaside Municipal Code, the City requires Best Management Practices to control the volume, rate, and potential pollutant load of stormwater runoff from new development and redevelopment projects as required by the City’s MS4 General Permit to minimize the generation, transport and discharge of pollutants. The City incorporates such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. (See Project EIR, ch. 4.9.)</p>

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<p>(l) Each land use agency shall adopt policies and programs that ensure that all proposed land uses on the Fort Ord Territory are consistent with the hazardous and toxic materials clean-up levels as specified by state and federal regulation.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to hazardous materials.</p> <p>The Specific Plan Area has remnant hazardous materials from military uses at the former Fort Ord. In December 2018, the United States Army began demolition of 28 abandoned buildings containing hazardous materials in the Plan Area. Although hazardous materials are currently present in the remaining undemolished buildings in the Plan Area, the Army is required to remediate and safely dispose of them as part of the approved cleanup process, even though the land has already been transferred for project development. Demolition and remediation activity in the Plan Area have been previously approved pursuant to the FORA Capital Improvements Program. The USEPA oversees the remediation process, and the Army must also submit findings to the CalEPA. Remediation of hazardous materials, either by the Army or the project owner, will occur in accordance with approved cleanup process. Accordingly, concentrations of contaminants in the Plan Area will not exceed State regulatory limits after this remediation process is completed. (See Project EIR, ch. 4.8.)</p>
<p>(m) Each land use agency shall adopt and enforce an ordinance acceptable to the California Department of Toxic Substances Control (“DTSC”) to control and restrict excavation or any soil movement on those parcels of the Fort Ord Territory, which were contaminated with unexploded ordnance, and explosives. Such ordinance shall prohibit any digging, excavation, development, or ground disturbance of any type to be caused or otherwise allowed to occur without compliance with the ordinance. A land use agency shall not make any substantive change to such ordinance without prior notice to and approval by DTSC.</p>	<p>Seaside Municipal Code Chapter 8.50 addresses hazardous materials transport and permits. The project is required to comply with all federal, state, and local regulations regarding toxic substances. All known munitions areas are located outside the Specific Plan area. (See Project EIR, ch. 4.8.)</p>
<p>(n) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that will help ensure an efficient regional transportation network to access the territory under the jurisdiction of the Authority, consistent with the standards of the Transportation Agency of Monterey County. Such policies and programs shall include:</p>	

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<p>(1) Establishment and provision of a dedicated funding mechanism to pay for the “fair share” of the impact on the regional transportation system caused or contributed by development on territory within the jurisdiction of the Authority; and</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to funding of regional transportation system improvements. Likewise, the zoning map and text changes and Campus Town Specific Plan, which the City Council found to be consistent with the General Plan, do not change any such policies.</p> <p>Development in the Campus Town Specific Plan area is subject to FORA CFD fees for roadway and transit improvements. In the event the FORA CFD is terminated, development in the Plan area is subject to a replacement fee to fund similar regional transportation improvements. Development also is subject to fees imposed by the Transportation Agency of Monterey County (TAMC) for regional transportation infrastructure improvements. (See Project Development Agreement Sections 9(i), 9(g)(iii).)</p>
<p>(2) Support and participate in regional and state planning efforts and funding programs to provide an efficient regional transportation effort to access Fort Ord Territory.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to regional and state transportation planning and funding. The zoning map and text changes and Campus Town Specific Plan which the City Council found to be consistent with the General Plan, do not change any such policies.</p> <p>Development in the Campus Town Specific Plan area is subject to FORA CFD fees for roadway and transit improvements. In the event the FORA CFD is terminated, development in the Plan area is subject to a replacement fee to fund similar regional transportation improvements. Development also is subject to fees imposed by the Transportation Agency of Monterey County (TAMC) for regional transportation infrastructure improvements. (See Project Development Agreement Sections 9(i), 9(g)(iii).)</p>
<p>(o) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that ensure that the design and construction of all major arterials within the territory under the jurisdiction of the Authority will have direct connections to the regional network consistent with the Reuse Plan. Such plans and policies shall include:</p>	

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

<p>(1) Preparation and adoption of policies and programs consistent with the Authority's Development and Resource Management Plan to establish programs and monitor development to assure that it does not exceed resource constraints posed by transportation facilities:</p>	<p>In approving the Campus Town General Plan amendment, the City Council found that the amendment is intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and polices, the FORA Master Resolution, and the Regional Urban Design Guidelines (RUDG), as discussed in Section 4.10 of the Campus Town EIR. (See City Council Resolution No. 20-10 (General Plan amendment).</p> <p>The Campus Town General Plan amendment provides for the use of Vehicle Miles Travelled (VMT) analysis of the Campus Town Project, in order "to help reduce transportation-related greenhouse gas emissions and provide for multi-modal access." (See City Council Resolution No. 20-10 (General Plan amendment).</p> <p>Development in the Plan area will not interfere with existing transit facilities or conflict with planned transit facilities or adopted transit system plans, guidelines, policies, or standards included in the Association of Monterey Bay Governments Metropolitan Transportation Plan/Sustainable Communities Strategy, TAMC Regional Transportation Plan, Base Reuse Plan, or Seaside General Plan. The project also will implement new transit facilities in the Specific Plan area and likely result in new transit routes that will benefit transit ridership, circulation, and access. (See Specific Plan, Section 3.2; Project EIR, ch. 4.14.)</p> <p>Development of the project is anticipated to reduce VMT in the Plan area, therefore reducing regional transportation impacts. (See Project EIR, ch. 4.14.)</p> <p>Development in the Campus Town Specific Plan area is subject to FORA CFD fees for roadway and transit improvements. In the event the FORA CFD is terminated, development in the Plan area is subject to a replacement fee to fund roadway improvements and transit improvements and vehicles. Development also is subject to fees imposed by the Transportation Agency of Monterey County (TAMC) for regional transportation infrastructure improvements. (See Project Development Agreement Sections 9(i), 9(g)(iii).)</p>
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FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

<p>(2) Design and construction of an efficient system of arterials in order to connect to the regional transportation system; and</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to the arterial system.</p> <p>The Specific Plan establishes an extensive Thoroughfare Network to allow safe travel by vehicles, bicycles, and pedestrians. (See Specific Pan, Sec. 3.2-3.3.) Planned improvements include complete streets, two roundabouts, and a new traffic signal at the intersection of General Jim Moore Boulevard and the proposed Central Street. The Specific Plan provides detailed design intent and requirements to ensure safe and efficient travel along the two designated arterials in the Specific Plan Area, Lightfighter Drive west of General Jim Moore Boulevard. (See Specific Plan, ch. 3; Project EIR, ch. 4.10.)</p>
<p>(3) Designate local truck routes to have direct access to regional and national truck routes and to provide adequate movement of goods into and out of the territory under the jurisdiction of the Authority.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to the truck routes. The City restricts truck traffic within the City to Hilby Avenue and San Pablo Avenue.</p> <p>State Route 1 is identified as part of the regional truck network. The freeway is intended to move goods efficiently in the cities of Marina and Seaside, between outlying agricultural uses, and packing/distribution centers. Additionally, the freeway serves to separate truck traffic from local streets where the larger vehicles may conflict with other uses. Access from the Campus Town area to State Route 1 is available via Lightfighter Drive. The City designates and describes streets that permit commercial vehicles exceeding three tons as truck routes with appropriate signage and is updating its General Plan to identify a truck route network to reduce impacts on residential neighborhoods. (See Specific Plan, sec. 1.9.4; Project EIR, ch. 4.14.)</p>

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

	<p>Conditions of approval on the Project’s vesting tentative map (VTM) require preparation of a construction traffic management plan that must identify proposed truck routes. (See VTM COA M.)</p>
<p>(p) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans to provide regional bus service and facilities to serve key activity centers and key corridors within the territory under the jurisdiction of the Authority in a manner consistent with the Reuse Plan.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to bus service and facilities.</p> <p>The Specific Plan provides for “complete streets” that include multimodal facilities that allow for multiple modes to travel safely and comfortably along the thoroughfare, such as bike lanes, comfortable pedestrian sidewalks, transit stops with shelters, and multi-use paths. The Campus Town Specific Plan was designed to create a transit-oriented corridor at Lightfighter Drive and General Jim Moore Boulevard and at 6th Avenue and Gigling Road. Additionally, the Fort Ord Base Reuse Plan contemplates a transit center on the border of the City of Seaside and the City of Marina at Second Avenue near Lightfighter Drive. Between these Transit Oriented Development areas, the entirety of the Campus Town project meets the criteria outlined in California Public Resources Code Section 21155(a) as “high quality transit corridor.” (See Specific Plan, ch. 3.)</p> <p>Development in the Campus Town Specific Plan area will not interfere with existing transit facilities or conflict with planned transit facilities or adopted transit system plans, guidelines, policies, or standards included in the Association of Monterey Bay Governments Metropolitan Transportation Plan/Sustainable Communities Strategy, TAMC Regional Transportation Plan, Base Reuse Plan, or Seaside General Plan. The project also will implement new transit facilities in the Specific Plan area and likely result in new transit routes that will benefit transit ridership, circulation, and access. (See Specific Plan, Section 3.2; Project EIR, ch. 4.14.)</p>
<p>(q) Each land use agency shall adopt policies and programs that ensure development and cooperation in a regional law enforcement program that promotes joint efficiencies in operations, identifies additional law enforcement needs, and identifies and seeks</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to law enforcement.</p>

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

<p>to secure the appropriate funding mechanisms to provide the required services.</p>	<p>The Specific Plan anticipates that tax revenue generated as a result of development within the Specific Plan Area will support any police services that are necessary. (See Specific Plan, sec. 6.4.) In addition, Campus Town project remains subject to new City-wide taxes in accordance with the Development Agreement. (See Development Agreement, sec. 9(h).)</p>
<p>(r) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that ensure development of a regional fire protection program that promotes joint efficiencies in operations, identifies additional fire protection needs, and identifies and seeks to secure the appropriate funding mechanisms to provide the required services.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to fire protection.</p> <p>The Specific Plan anticipates that tax revenue generated as a result of development within the Specific Plan Area will support any fire services that are necessary. (See Specific Plan, sec. 6.4.) In addition, Campus Town project remains subject to new City-wide taxes in accordance with the Development Agreement. (See Development Agreement, sec. 9(h).)</p> <p>The Specific Plan contemplates that the City may relocate the existing Presidio of Monterey Fire Station. The Development Agreement requires that the replacement fire station be completed and operational prior to closure of the Fire Station. (See Development Agreement Section 11(a) and Specific Plan Section 4.5.2.2)</p>
<p>(s) Each land use agency shall include policies and programs in their respective applicable general, area, and specific plans that will ensure that native plants from on-site stock will be used in all landscaping except for turf areas, where practical and appropriate. In areas of native plant restoration, all cultivars, including, but not limited to, manzanita and ceanothus, shall be obtained from stock originating on Fort Ord Territory.</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The Campus Town General Plan amendment does not change any policies related to native plants.</p> <p>The Campus Town Specific Plan encourages a diversity of native grasses and shrubs and drought-tolerant plants and trees to enhance the landscape character of the Monterey Bay region. In addition, project development would remove non-native invasive species currently found within the Plan Area, including ice plant mats. (See Specific Plan, sections 3.4, 3.5.)</p> <p>The Specific Plan includes provisions for the replacement of Coast Live Oaks, which include a requirement that Coast Live Oaks replaced off-site be planted in open space areas for oak forest naturalization from tree pots propagated from the</p>

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

	Fort Ord/Marina area. (See Specific Plan, sec. 3.5.)
<p>(t) Each land use agency shall include policies and programs in their general, area, and specific plans that will ensure compliance with the 1997 adopted FORA Reuse Plan jobs/housing balance provisions. The policies and programs for the provision of housing must include flexible targets that generally correspond with expected job creation on the former Fort Ord. It is recognized that, in addressing the Reuse Plan jobs/housing balance, such flexible targets will likely result in the availability of affordable housing in excess of the minimum 20% local jurisdictional inclusionary housing figure, which could result in a range of 21% - 40% below market housing. Each land use agency should describe how their local inclusionary housing policies, where applicable, address the Reuse Plan jobs/housing balance provisions.</p>	<p>FORA certified the 2004 Seaside General Plan and Seaside’s Affordable Housing Ordinance (Seaside Municipal Code Ch. 17.32) as consistent with the Reuse Plan. (FORA Res. Nos. 04-6, 18-07.) The Campus Town General Plan amendment does not change any policies related to the jobs/housing balance or affordable housing. The City Council found the Campus Town zoning map and text changes and Campus Town Specific Plan to be consistent with the General Plan. (City Council Ordinance 2020-XX (Zoning Text and Map Amendments and Specific Plan).)</p> <p>The project provides a diverse mix of uses and housing types consistent with the General Plan, including single-family homes, multi-family homes, and affordable homes. Retail, dining, entertainment, office, and light industrial uses are expected to add approximately 751 new employees to the Plan area. (See Project EIR, ch. 4.10).</p> <p>The project would provide affordable housing consistent with the City’s Inclusionary Housing Ordinance and consistent with the BRP. (See Affordable Housing Agreement.)</p>
<p><b>DEVELOPMENT ENTITLEMENT CONSISTENCY</b></p> <p><i>Fill in Discussion cells below for all Development Entitlement consistency determinations<sup>2</sup></i></p>	
<p><b>8.02.030</b> (a) In the review, evaluation, and determination of consistency regarding any development entitlement presented to the Authority Board pursuant to Section 8.01.030 of this Resolution, the Authority Board shall withhold a finding of consistency for any development entitlement that:</p>	<p>Section 8.01.030 of the Master Resolution provides that, “[a]fter the portion of a general plan applicable to Fort Ord Territory has become effective, development review authority within such portion of territory shall be exercised by the land use agency with jurisdiction lying within the area to which the general plan applies.” This consistency analysis is therefore provided for informational purposes only, in the event FORA chooses to review on its own initiative.</p>
<p>(1) Provides an intensity of land use which is more intense than that provided for in the applicable legislative land use decisions, which</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The City found the VTM to be</p>

<sup>2</sup> As defined by Master Resolution Section 1.01.050, “development entitlements” do not include “legislative land use permits.” The development entitlements for Campus Town include a Vesting Tentative Map and Affordable Housing Agreement.

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

<p>the Authority Board has found consistent with the Reuse Plan;</p>	<p>consistent with the General Plan. (City Council Resolution 20-11 (VTM), Finding No. 1.) The Reuse Plan limit is 0.25 FAR for commercial uses. The VTM authorizes 200,000 square feet of retail, dining and entertainment, office, flex, makerspace, and light industrial, as well as 250 hotel rooms and 75 youth hostel beds over 122.23 acres, resulting in an overall intensity of the project substantially below the Reuse Plan commercial FAR limit. Therefore, the development entitlements do not provide more intense land uses than the applicable legislative land use decisions for the Campus Town area.</p>
<p>(2) Is more dense than the density of development permitted in the applicable legislative land use decisions which the Authority Board has found consistent with the Reuse Plan;</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The City found the VTM to be consistent with the General Plan. (City Council Resolution 20-11 (VTM), Finding No. 1.) The Reuse Plan density limit after adoption of the 2004 Seaside General Plan is 25 units per acre. The VTM authorizes 1,485 residential units over 122.23 acres, resulting in an overall density of the project of less than 25 units per acre. Therefore, the development entitlements do not provide more intense land uses than the applicable legislative land use decisions for the Campus Town area.</p>
<p>(3) Is not conditioned upon providing, performing, funding, or making an agreement guaranteeing the provision, performance, or funding of all programs applicable to the development entitlement as specified in the Reuse Plan and in Section 8.02.020 of this Master Resolution and consistent with local determinations made pursuant to Section 8.02.040 of this Resolution;</p>	<p>The development entitlements are conditioned to provide, perform, or fund all applicable programs. See analysis pursuant to Section 8.02.020 (above) and Section 8.02.040 (below).</p>
<p>(4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority;</p>	<p>FORA previously determined the General Plan to be consistent with the Reuse Plan. (FORA Res. No. 04-6.) The City found the VTM and Affordable Housing Agreement (AHA) to be consistent with the General Plan. (City Council Resolution 20-11 (VTM/AHA), Finding Nos. 1, 2.) The Reuse Plan calls for a university focused mixed use development on the Campus Town site. The VTM and AHA establish a mixed-use area for housing (including affordable housing), shopping, services, jobs, office, and open space. The project area also is not located within a habitat reserve or habitat corridor</p>

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

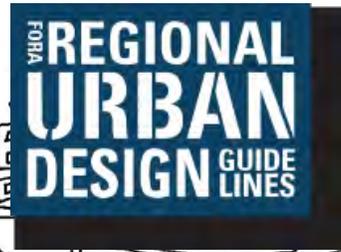
	<p>identified in the HMP. Rather, the project area is designated for development under the HMP. (See HMP Map, updated 2005.) Therefore, the VTA and AHA do not conflict with uses permitted or allowed in the Reuse Plan or conflict with open space, recreational, or habitat management areas within the jurisdiction of the Authority.</p>
<p>(5) Does not require or otherwise provide for the financing and installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the applicable legislative land use decision;</p>	<p>The VTM provides that all infrastructure required will be built as part of the development. Improvements include water, sewer, storm drain, electrical, natural gas, and communications infrastructure as well associated connections necessary to serve Campus Town. (City Council Resolution XX (VTM), COA D; VTM sheets 53-73.) It is anticipated that the City will form a Community Facilities District to fund the maintenance of the City public improvements within the Specific Plan Area. (City Council Resolution 20-11 (VTM), COA E.) In addition, the Campus Town project will pay applicable regional infrastructure fees, including FORA fees (if still in effect, and if not, then replacement fees pursuant to the Campus Town Development Agreement), TAMC fees, and MCWD fees (See Development Agreement sections 9(i), 9(g)(iii)). Therefore, the VTM and AHA are consistent with this provision.</p>
<p>(6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan;</p>	<p>The project area is not located within a habitat reserve or habitat corridor identified in the HMP. Rather, the project area is designated for development under the HMP. The project also is subject to state and federal permitting requirements in the event special status species are found in the project area. The project will participate in funding of habitat management through either FORA fees (if still in effect, and if not, then replacement fees or HCP fees pursuant to the Campus Town Development Agreement). Thus, the VTM will not conflict or otherwise interfere with the implementation of the Fort Ord HMP.</p>
<p>(7) Is not consistent with the Highway 1 Design Corridor Design Guidelines as such guidelines may be developed and approved by the Authority Board;</p>	<p>The project area is not located in the Highway 1 design corridor.</p>

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

<p>(8) Is not consistent with the jobs/housing balance requirements developed and approved by the Authority Board as provided in Section 8.02.020(t) of this Master Resolution;</p>	<p>FORA certified the 2004 Seaside General Plan and Seaside’s Affordable Housing Ordinance (Seaside Municipal Code Ch. 17.32) as consistent with the Reuse Plan. (FORA Res. Nos. 04-6, 18-07.) The Campus Town General Plan amendment does not change any policies related to the jobs/housing balance or affordable housing. The City Council found the Campus Town zoning map and text changes and Campus Town Specific Plan to be consistent with the General Plan. (City Council Ordinance 2020-XX (Zoning Text and Map Amendments and Specific Plan).)</p> <p>The project provides a diverse mix of uses and housing types consistent with the General Plan, including single-family homes, multi-family homes, and affordable homes. Retail, dining, entertainment, office, and light industrial uses are expected to add approximately 751 new employees to the Plan area. (See Project EIR, ch. 4.10).</p> <p>The project would provide affordable housing consistent with the City’s Inclusionary Housing Ordinance and consistent with the BRP. (See City Council Resolution 20-11 (AHA), Finding No. 2; Affordable Housing Agreement.)</p>
<p><b>8.02.040.</b> No development entitlement shall be approved or conditionally approved within the jurisdiction of any land use agency until the land use agency has taken appropriate action, in the discretion of the land use agency, to adopt the programs specified in the Reuse Plan, the Habitat Management Plan, the Development and Resource Management Plan, the Reuse Plan Environmental Impact Report Mitigation and Monitoring Plan and this Master Resolution applicable to such development entitlement.</p>	<p>In approving the Campus Town Project and its implementing actions, the City Council found that the Project is intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority’s plans and policies, the FORA Master Resolution, and the Regional Urban Design Guidelines (RUDG), as discussed in Section 4.10 of the Campus Town EIR. (See City Council Resolution 20-11 (VTM/AHA).) The City Council further found that the Project’s development entitlements were consistent with the General Plan and Zoning Ordinance. (City Council Resolution 20-11 (VTM/AHA), Findings No. 1, 2.) FORA has certified the 2004 Seaside General Plan and Seaside’s Zoning Ordinance as consistent with the Reuse Plan. (FORA Res. Nos. 04-6, 18-07.)</p>
<p><b>3.03.090 (Prevailing Wages)</b> (a) Not less than the general prevailing rate of wages for work of a similar character in Monterey County, as</p>	<p>The Project Development Agreement requires the Developer to pay prevailing wages with respect to the Project to the extent required by</p>

FORA Consistency Determination Analysis Table  
 Combined – Legislative Land Use Decisions & Development Entitlements

<p>determined by the Director of the Department of Industrial Relations under Division 2, Part 7, Chapter 1 of the California Labor Code, will be paid to all workers employed on the First Generation Construction performed on parcels subject to the Fort Ord Base Reuse Plan. This subsection applies to work performed under Development Entitlements as defined in §1.01.050 of this Master Resolution and by contract with a FORA member or a FORA member agency including their transferees, agents, successors-in-interest, developers or building contractors.</p> <p>This policy is limited to “First Generation Construction” work, which is defined in §1.01.050 of this Master Resolution. In addition to the exceptions enumerated in the definition of Development Entitlements found in §1.01.050 of this Master Resolution, this policy does not apply to:</p> <ul style="list-style-type: none"> <li>(1) construction work performed by the Authority or a member jurisdiction with its own workforce;</li> <li>(2) construction work performed by paid, full-time employees of the developer, unless the developer is performing the work of a contractor as defined in California Business and Professions Code §7026;</li> <li>(3) construction improvements following issuance of an occupancy permit;</li> <li>(4) affordable housing when exempted under California state law; and</li> <li>(5) construction of facilities to be used for eleemosynary non-commercial purposes when owned in fee by a non-profit organization operating under §501(c)(3) of the Internal Revenue Code.</li> </ul>	<p>Labor Code Sections 1720 et seq. and/or recorded covenants encumbering the Property. (Development Agreement, sec, 9(i).)</p>
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# Regional Urban Design Guidelines

Interactive Website Online: <http://www.DesignFortOrd.org>

Compliance Checklist



FORT ORD REUSE AUTHORITY

6/10/2016

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## Purpose

This checklist provides a tool for FORA jurisdictions, developers, and the public to evaluate Legislative Land-use Decision (LLD) and Development Entitlement (DE) compliance with FORA Regional Urban Design Guidelines (RUDG) for Town & Village Centers, Gateways, Regional Circulation Corridor, Trails, and the Highway 1 Design Corridor Guidelines (2005).

## How to Use This Checklist

It is incumbent upon jurisdictional staff to represent that a project/plan and/or entitlement is consistent with the 1997 Base Reuse Plan (BRP). This checklist is one component of the complete set of evaluation criteria used to determine BRP consistency.

This checklist provides discrete Measures for each of the RUDG Objectives. While the Guidelines and accompanying Measures provide guidance to jurisdictions and developers, the RUDG Objectives convey BRP policies. As such if a plan can meet the Objectives with innovative design solutions use the Notes sections in this checklist to make that case. In order to increase planning efficiency, this checklist can be used at the earliest planning stages, as well as when to complete final consistency determination documents.

Use the RUDG Locations maps to locate your project/plan area and determine potential relevant guidelines. While not every relevant guideline will apply to every project, it is important each potentially relevant guideline is explicitly addressed in completing this checklist.

The Checklist includes Measures for each Guideline, and is the basis for explicit plan or project evaluation. If Measures are not implemented directly, describe how the Objectives are being met or if alternatives are required and why. For each Measure include a page reference to the plan/project document section that addresses that Measure. Indicate (using N/A) cases where the potential applicable guidelines are not applicable, and provide additional Notes for clarification.

Ensure the following components are included in the consistency determination submittal:

1. **Project Information Form** (*provided in next page*)
2. **Site Plan:** showing significant features including building locations (with heights identified in text), driveways, drive aisles, garage entrances, or parking areas. Site plans with more than one building, street or public space should label each building with a letter, number, or name.
3. **Preliminary Building Elevations:** showing heights, window and door locations, and any special appurtenances or details.
4. Other relevant information requested by FORA.

## Review Procedure

FORA staff will review each LLD and DE for RUDG compliance. Each Guideline sets forth Objectives and Measures. Objectives are implemented through the Measures (and/or other means) and are used, along with the Measures, by FORA to make consistency determinations. Measures are the quantitative basis for jurisdiction and FORA staff to evaluate projects for BRP consistency. Compliance scoring will help guide the decision making process, but is not intended as a regulatory, pass/fail program.

## Project Information Form

To be completed by the local jurisdiction/ applicant. Please include a detailed project map that shows surveyed boundaries and relevant public infrastructure with the completed submittal.

Applicant: KB Bakewell Seaside Venture II LLC

Jurisdiction: City of Seaside

Jurisdiction Contact Name: Kurt Overmeyer

Contact Phone: (831) 899-6839

Contact Email: kovermeyer@ci.seaside.ca.us

Project/Parcel # (APN and/or COE): APNs: 013-131-013 (partial), -018, -024, -029, -031, -032, -036 (portion), -037, -038, -039, -040, -041, -042, -043, -044, -054, -055, -056; 031-261-003, -004

Project/Parcel Location: Bounded by Gigling, Col. Durham, General Jim Moore and 7<sup>th</sup> Avenue

Size (sq. ft. /acres): 122 acres (including ROW)

Project Description and Attachments (maps, elevations, other diagrams):

The Campus Town Specific Plan will construct and operate up to 1,485 housing units; 250 hotel rooms; 75 youth hostel beds; 150,000 square feet of retail, dining, and entertainment uses; and 50,000 square feet of office, flex, makerspace, and light industrial uses; as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), and supporting infrastructure, on approximately 122.23 acres. Please see attached Campus Town Specific Plan and Vesting Tentative Tract Map.

FORA filed a letter with the City of Seaside regarding the Draft EIR for the project. In the letter, FOR A stated that the Specific Plan does a thorough job aligning the proposed project with the Regional Urban Design Guidelines (RUDG), specifically with respect to the following:

- Variety of block sizes, with smaller blocks with pedestrian connections breaking up larger blocks of development and surface parking with parks and plazas.
- Gateway element to the Fort Ord National Monument at a sports park.
- Numerous regulations to ensure high standards of visual character upon buildout, including:
  - Detailed standards and guidelines for thoroughfare designs, including landscaping and street trees, sidewalks, and setbacks (Specific Plan Section 3.3);
  - A network of open space and parks (Specific Plan Section 3.4);
  - Landscaping standards and guidelines (Specific Plan Section 3.5);
  - Streetscape standards and guidelines (Specific Plan Section 3.6);
  - Detailed Urban Standards and Guidelines, which address Building Type (Specific Plan Section 4.6.2) and Frontages (Specific Plan Section 4.6.3); and
  - Detailed Architectural Standards and Guidelines, including Building Composition, Roof

Guidelines, Building Facades, Colors and Materials, Entrances, Shopfronts, Encroachments and Projections, Passageways, Windows, Private Open Space, Walls, Hedges, and Fences, and regulations to block views of mechanical equipment and solid waste facilities, architectural lighting, and Sign Standards (Specific Plan Section 4.7).

- Planting new drought-tolerant street trees and high-quality landscaping where it is currently lacking.

## Relevant Guidelines by Location

Relevant guidelines vary depending on plan/project Location and scope of proposal. Use the lists below and the RUDG Locations maps to assess which guidelines may apply to a given plan/project area.

Town & Village Centers			
x	Complete Streets	x	Landscaping Palette
x	Connectivity	x	Lighting
x	Trails	x	Gateways
x	Transit Facilities		Wayfinding
	Highway 1 Design Corridor	x	Public Spaces
x	Building Orientation	x	Centers
x	Building Types, Setbacks, and Heights		

Gateways			
	Highway 1 Design Corridor		Gateways
	Landscaping Palette		Wayfinding
	Lighting		Centers

Regional Circulation Corridors			
	Complete Streets		Building Types, Setbacks, and Heights
	Connectivity		Landscaping Palette
	Trails		Lighting
	Transit Facilities		Gateways
	Highway 1 Design Corridor		Wayfinding
	Building Orientation		Public Spaces

<b>Trails</b>			
	Complete Streets		Landscaping Palette
	Connectivity		Lighting
	Trails		Gateways
	Transit Facilities		Wayfinding
	Highway 1 Design Corridor		Centers

<b>Highway 1 Design Corridor</b>			
	Complete Streets		Landscaping Palette
	Connectivity		Lighting
	Trails		Gateways
	Transit Facilities		Wayfinding
	Highway 1 Design Corridor		Public Spaces
	Building Orientation		Centers
	Building Types, Setbacks, and Heights		

Complete Streets		Applicable?	Yes	No
<b>Objectives</b>				
<ul style="list-style-type: none"> <li>Encourage scale and pattern of development which is appropriate to a village environment and friendly to pedestrians and cyclists (BRP p.65).</li> <li>Minimize street scale to facilitate pedestrian movement while providing adequate circulation and parking opportunities (BRP p.66).</li> <li>Promote a sense of community and connectedness in new neighborhoods by minimizing street widths, providing comfortable pedestrian environments, and encouraging housing design to embrace the public street (BRP p. 67).</li> </ul>				
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>	
1. <b>Bicycle</b> facilities (i.e. lanes, signs, & bike racks) provided on every street	x		See Specific Plan Sections 1.9.5, 2.1.7, 3.2.2, 3.3, 3.5.2, 3.6.2 and Figures 2.9 and Roadway definition	
2. FORA sample roadway <b>configurations</b> used	x		See Specific Plan Section 3.3 and VTM Sheet 13 and 14.	
3. Pedestrian-scaled ( $\leq 15'$ ) <b>lighting</b> fixtures used on all streets within walkable areas. Intersection-scaled (25'-40') fixtures may be used in addition to pedestrian-scaled lights as necessary on major thoroughfares	x		See Specific Plan Section 3.6.3, 4.7.17.	
4. On-street <b>parking</b> on both sides of streets	x		See Specific Plan Sections 1.9.5 and 3.3 and VTM Sheet 13.	
5. <b>Parking</b> lots, garages, or service bay openings not facing regional corridors	x		See Specific Plan Figures 2.12 and 4.3, Sections 3.3 and 4.7.15, and Policy 1.6.11.	
6. Continuous <b>sidewalks</b> on both sides of streets	x		See Specific Plan Section 3.3 and VTM Sheet 13.	
7. Space provided along <b>sidewalks</b> for a variety of activity zones on retail or mixed-use blocks. Sidewalks $\geq 10$ feet wide, maintain a minimum clear path of 5', on retail or mixed use blocks; Sidewalks $\geq 5$ feet wide on all other blocks, with furniture, trees, lighting at appropriate intervals	x		See Specific Plan Sections 3.3, 3.5 and 3.6 and VTM Sheet 13.	
8. Outer access lanes for slower <b>speeds</b> and through-lanes for faster speeds on multi-way boulevards with medians	x		See Specific Plan Section 3.3.	

9. Low- <b>speed</b> street design, ≤ 25 mph in Centers; and pedestrian crosswalks installed at intervals < 800 feet on multi-way boulevards	x		See Specific Plan Section 3.3.
10. Durable, noninvasive, drought-tolerant <b>street trees</b> to provide shade within 10 years	X		See Specific Plan Section 3.3 and Figure 3.25.

*Describe additional actions used to meet Complete Streets Objectives (attach additional pages as needed):*

A Class IV bicycle lane will be provided on Malmedy Road. Roundabouts are proposed at General Jim Moore and Gigling Boulevard/Colonel Durham Street. A recreational trail will be provided adjacent to Gigling Road.

Connectivity	Applicable?	Yes	No
<b>Objectives</b>			
<ul style="list-style-type: none"> <li>• Link new neighborhoods with the surrounding cities’ development fabric (BRP p.62).</li> <li>• Maintain the fine-grained development pattern of existing areas of the Main Garrison (BRP p. 65).</li> <li>• Create strong physical linkages from villages to CSUMB and other major activity areas (BRP p.66).</li> <li>• Reinforce linkages among existing neighborhoods and establish linkages to new neighborhoods and village centers (BRP p. 67).</li> <li>• Connect new residential neighborhoods via continuous streets and/or open space linkages to surrounding neighborhoods and districts (BRP p. 67).</li> <li>• Connect individual open space parcels into an integrated system for movement and use of native plant and animal species and people (BRP p. 13).</li> <li>• Ensure open space connections link major recreation and open space resources (BRP p. 71).</li> </ul>			
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>
1. New streets with minimal street <b>bends</b> to minimize block length/travel distances	x		See Specific Plan Section 3.3 and VTM Sheets 13-31.
2. Maximum <b>block</b> perimeter 1,600 linear feet	x		See Specific Plan Sections 1.7.1 and 1.9.8 and Policy 1.6.8 and VTM Sheets 15-31.
3. Street configuration responsive to local <b>context</b>	x		See Specific Plan Section 3.3 and VTM Sheets 15-31.
4. <b>Dead-ends</b> and cul-de-sacs minimized	x		See Specific Plan Sections 3.3 and 4.6.1 D and VTM Sheets 15-31.
5. Minimum of 140 <b>intersections</b> per square mile	x		See Specific Plan Policy 1.6.8.
6. <b>New streets</b> connect to adjacent streets	x		See Specific Plan Section 3.3 and VTM Sheets 15-31.
7. Streets end with street stubs to provide future <b>new street connections</b>	x		See Specific Plan Section 3.3 and VTM Sheets 15-31.
<b>Non-vehicular Circulation:</b>			
8. Trail, pedestrian and transit facilities connect centers, public open spaces, educational institutions and other relevant locations	x		See Specific Plan Sections 1.9.5, 2.1.7 and 4.5.2.3 and Figures 2.9 and 2.13 and VTM 13-31.
9. Open space areas connect to allow movement of native plants, animals, and people	x		See Specific Plan Sections 2.1.5 and 3.4 and Figure 3.17 and VTM Sheets 1 and 15-31.
10. Major former Fort Ord recreation and open space assets connected to each other and adjacent regional resources	x		See Specific Plan Sections 2.1.5 and 3.4 and Figure 3.17.

*Describe additional actions used to meet Connectivity Objectives (attach additional pages as needed):*

Open space will provide important community gathering space and neighborhood living rooms, highly influencing the character and utility of the public realm within the Specific Plan area.

Trails	Applicable?	Yes	No
<b>Objectives</b>			
<ul style="list-style-type: none"> <li>Establish trail systems for non-motorized transit alternatives to former Fort Ord neighborhoods (BRP p.136).</li> <li>Design trail systems to reinforce the BRP strategy of using recreation and open space assets to make the former Fort Ord attractive to potential users by interconnecting and increasing access (BRP p.137).</li> <li>Reserve adequate Right-of-Way (ROW) along planned transportation corridors to accommodate planned trails in addition to the entire planned road cross section (BRP p.137).</li> <li>Design the Fort Ord trails system as an integral part of a larger regional trails network which includes, but is not limited to, the Toro Regional Park trails, existing and proposed Carmel Valley trails, the existing Highway 68 corridor (used as a bike route) (BRP p.137).</li> <li>Link former Fort Ord trails to regional bike/pedestrian trails wherever possible (BRP p.137).</li> </ul>			
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>
1. Former Fort Ord trails <b>connect</b> to regional networks and trail alignments pass through and link Town & Village Centers.	x		See Specific Plan Section 2.1.7 and Figure 2.9 and VTM Sheets 15-31.
2. Trail character transitions with rural or urban <b>context</b> .	x		See Specific Plan Section 2.1.7 and Figures 2.9 and 2.14.
3. New trails connect to existing networks as <b>coordinated</b> with local jurisdiction planning.	x		See Specific Plan Section 2.1.7 and Figure 2.9 and VTM Sheets 13-31.
4. Trails separated from roads wherever feasible to maximize <b>protection</b> .	x		See Specific Plan Sections 2.1.7 and 3.3 and Figure 2.9 and VTM Sheet 13.
5. Trails <b>surfaced</b> with asphalt, concrete, or other paving alternative with comparable performance; wood plank surface permitted on causeways or boardwalks. Equestrian trails surfaced with dirt, sand, or other comparable alternatives.	x		See Specific Plan Section 3.6.1.
6. <b>Trailhead</b> facilities sited for key access points to the Fort Ord National Monument and Fort Ord Dunes State Park and other recreation and natural resource assets.	x		The Specific Plan includes a gateway feature to promote the Fort Ord National Monument and connections to FORTAG network of trails. See Specific Plan Section 2.1.7 and Chapter 3.
7. <b>Multi-use</b> and segregated trails (i.e. <i>Equestrians and hiker/bikers</i> ) provided to accommodate variety of user types.	x		See Specific Plan Section 2.1.7 and Figure 2.9 and VTM Sheet 13.

8. Regional <b>viewsheds</b> and nature experiences maximized.	x		See Specific Plan Section 3.4.
9. <b>Wayfinding</b> signage consistent with Monterey County Bike & Pedestrian Sign Design standards.	x		See Specific Plan Section 4.8.
10. Major Trails have a minimum <b>width</b> of 12'. Minor Trails have a minimum width of 10'. Equestrian trails have a minimum width of 20' including tread and physical elements such as trees/shrubs.	x		See Specific Plan Section 2.1.7 and Figure 2.9 and VTM Sheet 13.

*Describe additional actions used to meet Trails Objectives (attach additional pages as needed):*

Campus Town will be fully integrated into the overall trails network. Connections to existing and proposed trails will ensure that seamless connections to and through the Specific Plan Area effectively provide access to the greater community, FORTAG trail spurs and separately planned bicycle infrastructure improvements will connect with the proposed bikeways within the Specific Plan Area.

Transit Facilities	Applic	Yes	No
<b>Objectives</b>			
<ul style="list-style-type: none"> <li>Sustain a transit and pedestrian friendly development pattern. The core of each village will consist of services and amenities for districts and neighborhood, from retail and service establishments to transit stops and parks (BRP p. 59).</li> <li>Link villages by transit routes and open space corridors suited for cycling and walking (BRP p. 59).</li> <li>Locate concentrations of activity and density along future transit rights-of-way (BRP p. 63).</li> <li>Provide transit accessibility at major development sites by orienting highest concentrations of activity along transit rights-of-way and providing easy pedestrian access to these points (BRP p. 70).</li> </ul>			
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>
1. Shelter, seating, route information and lighting <b>amenities</b> provided	x		See Specific Plan Sections 1.9.7, 3.2 and 3.6.2.
2. Transit hubs sited to <b>concentrate</b> transit-oriented <b>development</b>	x		See Specific Plan Section 3.2.5.
3. <b>Concentrated development</b> located along transit rights-of-way	x		See Specific Plan Sections 1.9.7 and 3.2.
4. New transit facilities (hubs, transfer points, and bus stops) and routes <b>coordinated</b> with Monterey-Salinas Transit (MST) design guidelines and Americans with Disabilities Act requirements	x		See Specific Plan Sections 1.9.7 and 3.2.
5. Routing and facilities planning <b>coordinated</b> with MST and jurisdictions	x		See Specific Plan Sections 1.9.7 and 3.2.
6. Academic and nature themes used for design <b>identity</b>	x		See Specific Plan Sections 2.2 and 4.7.
7. Regionally common architectural style applied to reinforce <b>identity</b>	x		See Specific Plan Section 4.7.
8. Transit stops <b>located</b> within ¼ mile of all homes for easy pedestrian access	x		See Specific Plan Sections 1.9.7, 3.2 and 3.6.2.
9. Transit stops <b>located</b> adjacent to mixed use, schools and commercial areas	x		See Specific Plan Sections 1.9.7, 3.2 and 3.6.2.
10. Transit stops <b>located</b> near neighborhoods, schools and commercial centers	x		See Specific Plan Sections 1.9.7, 3.2 and 3.6.2.

*Describe additional actions used to meet Regional Transit Facilities Objectives (attach additional pages as needed):*

Campus Town is designed to serve and induce multi-modal transit use. The Specific Plan will utilize and promote usage of the existing public transit opportunities with a walkable design and integration of architectural elements and street furniture to encourage use of transit.

Highway 1 Design Corridor		Applicable?	Yes	No
<b>Objectives</b>				
<ul style="list-style-type: none"> <li>Establish specific design and signage standards for the State Highway 1 Scenic Corridor to minimize the visual impact of development (BRP p. 62).</li> <li>Signage is stationary and not changing, flashing or animated and signage support structures preserve views of sky, ocean, dunes and ridgelines. (Highway 1 Design Corridor Guidelines (HDGC) 2005)</li> <li>Prohibit the use of billboards in the Highway 1 Corridor (HDGC 2005).</li> <li>Preserve landscape character of the Highway 1 Design Corridor as a buffer between the Highway 1 right-of-way and development (HGDC 2005).</li> <li>Establish a maximum building height related to an identified mature landscape height to accommodate higher intensity land uses appropriate to this location without detracting from the regional landscape character of the State Highway 1 Scenic Corridor (HGDC 2005).</li> </ul>				
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>	
1. <u>Marina</u> : <b>Building</b> heights limited to 40' maximum, with exception of optional heights designated in the Marina General Plan <b>OR</b> <u>Seaside</u> : Buildings in excess of 40' tall may be built at the Main Gate, where regional retail use is permitted by the BRP and Seaside General Plan, if it is determined by the Seaside City Council that said taller buildings will serve as attractive landmarks and/or enhance the economic development prospects of this area.			N/A	
2. Buildings and signs <b>setback</b> 100' from Caltrans right-of-way			N/A	
3. Sign support structures for all freestanding signs located outside 100' Caltrans right-of-way <b>setback</b> and additional 100' off-ramp and on-ramp setback at Lightfighter Drive and Imjin Parkway.			N/A	
4. <b>Signage</b> is stationary and not changing, flashing or animated			N/A	
5. <b>Signs</b> mounted on buildings below 40' and eave or parapet line			N/A	
6. <b>Sign</b> illumination and glare minimized; down-lighting utilized			N/A	
7. Base of <b>signs</b> designed to blend with coastal dune character (i.e. earth-tone colors tan, brown, forest green, gray or dark blue)			N/A	
8. Average 25' landscape setback provided along Highway 1 to accommodate and protect mature <b>trees</b>			N/A	
9. <b>Trees</b> (≥ 6" trunk diameter and in reasonable condition) preserved within 25-feet of Caltrans right-of-way and at gateways			N/A	
<p><i>Describe additional actions used to meet <u>Highway 1 Design Corridor Objectives</u> (attach additional pages as needed): No part of the project is within the setback area.</i></p> <p>N/A</p>				

Building Orientation, Types, Setbacks, & Heights	Applicable?	Yes	No
<b>Objectives</b>			
<ul style="list-style-type: none"> <li>• Provide design guidelines to address architectural qualities, building massing and orientation, parking, fencing, lighting, and signage (BRP p. 154).</li> <li>• Orient buildings to ensure public spaces have natural surveillance, enhance sociability where people know their neighbors, and promote walking by providing safe, appealing, and comfortable environments.</li> <li>• Encourage development patterns that mix uses horizontally and vertically for active streetscapes (BRP p.65).</li> <li>• Implement the BRP mixed-use development vision.</li> <li>• Encourage establishment of life-cycle or multi-generational neighborhoods with a variety of building types that allow residents to trade-up or downsize their homes.</li> </ul>			
Measures	YES	NO	NOTES
1. Building <b>backs</b> , parking lots, garage doors, service entrances and blank walls not facing street	x		See Specific Plan Figure 4.3, Sections 4.6.1 D, 4.6.2 D, 4.6.2.A-M D. Access, and 4.6.3.
2. Four or more of the following <b>building types</b> including but not limited to: <i>Single Family House, Accessory Dwelling Unit, Cottage, Duplex, Apartment House, Courtyard Apartment, Townhouse, Mixed-Use Building, Corner Store, Small Market/Gas Station, Park-Under Building, Large-Footprint Building</i>	x		See Specific Plan Section 4.5.2 and 4.6.
3. Building <b>fronts</b> face either street, public spaces, or thoroughfares designed to accommodate the most pedestrians; secondary entrances on sides or rear facades	x		See Specific Plan Figure 4.3, Sections 4.6.1 D, 4.6.2 D, 4.6.2.A-M D. Access, and 4.6.3.
4. <b>Fronts</b> of buildings face fronts or sides of other buildings	x		See Specific Plan Figure 4.3, Sections 4.6.1 D, 4.6.2 D, 4.6.2.A-M D. Access, and 4.6.3.
5. Principal building facades parallel or tangent to <b>front</b> lot lines	x		See Specific Plan Figure 4.3, Sections 4.6.1 D, 4.6.2 D, 4.6.2.A-M D. Access, and 4.6.3.
6. <b>Commercial heights</b> up to 5 stories (except as otherwise permitted); lot frontage at least 40 feet except for convenience store (20'-40')	x		See Specific Plan Section 4.6.2 C, 4.6.2.H-M C, Building Height and Massing.
7. <b>Residential heights</b> up to 2.5 stories except Park-Under Bldgs., Townhouses, and Apartment Bldgs. (≤ 5 stories); lot frontage under 80' except Apartment Houses, Apartment Buildings	x		See Specific Plan Section 4.6.2 C, 4.6.2.A-G C, Building Height and Massing.

<p>8. Multiple buildings clustered and design elements used to transition from large building <b>masses</b> to human scale</p>	<p>x</p>		<p>See Specific Plan Section 4.6.2 C, 4.6.2.A-G M, Building Height and Massing.</p>
<p>9. <u>Commercial</u> front <b>setbacks</b> vary: 25' and up large-footprint bldg., 5'-25' Park-Under Bldg., 0-5' all others; side and rear <b>setbacks</b> vary: 25' and up large-footprint bldg., 0 side and 18' rear Convenience Stores, 5' Park-Under Bldg., others variable</p>	<p>x</p>		<p>See Specific Plan Section 4.3.2 and Figure 4.2.</p>
<p>10. <u>Residential</u> front <b>setbacks</b> up to 25'; side <b>setbacks</b> 5' except Townhouses (0'), Courtyard Apartment Bldg. (15'); Single Family, Accessory Dwelling Unit, Duplex, Cottage setbacks variable; rear <b>setbacks</b> are set for Apartment House (65'), Courtyard Apartment Bldg. (15'), Park-Under Bldg. (5'); others variable.</p>	<p>x</p>		<p>See Specific Plan Section 4.3.2 and Figure 4.2.</p>
<p><i>Describe additional actions used to meet <u>Building Orientation, Types, Setbacks &amp; Heights Objectives</u> (attach additional pages as needed):</i></p> <p>In lieu of traditional zoning standards, the Campus Town Specific Plan utilizes a Form-Based Code, which provides a land development regulation that fosters predictable built results by using physical form rather than separation of uses as the organizing principle for the code.</p>			

Landscaping: Palettes & Lighting	Applicable?		Yes	No
<b>Objectives</b>				
<ul style="list-style-type: none"> <li>As the former Fort Ord will be developed over time, major vegetation and landscaping should be introduced or enhanced in development areas to create or strengthen an inviting and pedestrian scale environment, and to integrate the site as a whole into the larger Monterey Bay Region environment (BRP p. 71).</li> <li>Establish a pattern of landscaping of major and minor streets, including continuous street tree plantings to define gateways to the former Fort Ord and enhance the visual quality and environmental comfort within the community (BRP p. 71).</li> <li>Enhance physical appearance of existing neighborhoods with street and landscaping treatments (BRP p. 67).</li> <li>Provide appropriate illumination to meet community orientation and safety needs to compliment architectural aesthetics and the surrounding coastal environment.</li> <li>Maximize community sustainability by using energy efficient fixtures and programming.</li> </ul>				
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>	
1. Low-water plant species serving a variety of <b>functions</b> (i.e. shade, soil conservation, aesthetics) used and installed during winter.	x		See Specific Plan Section 3.5 and Table 3.3.	
2. <b>Native</b> vegetation used to fill in gaps (i.e. target 80% native plant composition along roadway right of ways for new development).	x		See Specific Plan Section 3.5 and Table 3.3.	
3. Consistent with FORA-RUDG plant <b>palette</b> recommendations and best management practices.	x		See Specific Plan Section 3.5 and Table 3.3.	
4. Native Coastal <b>topsoil</b> preserved during site grading or horticultural soils test obtained for amendment recommendations.	x		See Specific Plan Section 3.5.	
5. Existing healthy <b>trees</b> incorporated and retained on site and integrated into landscaping.	x		See Specific Plan Section 3.5 and VTM Sheets 2-12.	
6. <b>Consistent</b> lamp & fixture style within blocks, neighborhoods, and corridors	x		See Specific Plan Section 3.6.3.	
7. Placement of lighting fixtures <b>coordinated</b> with sidewalk organization, street furniture, landscaping, building entries, curb-cuts and signage	x		See Specific Plan Section 3.6.3.	
8. <b>Energy</b> -efficient lamps used and <b>light trespass</b> minimized	x		See Specific Plan Section 3.6.3.	
9. Centers, transit stops, edges, and focal points well-lit to maximize <b>safety</b> and highlight identity	x		See Specific Plan Section 3.6.	
10. Pedestrian- <b>scaled</b> fixtures in walkable areas, height ≤ 15'	x		See Specific Plan Section 3.6	

*Describe additional actions used to meet Landscaping Objectives (attach additional pages as needed):*

In order to effectively implement the community's vision for Campus Town, the Specific Plan includes Public Realm Standards and Guidelines in Chapter 3 to ensure that the Public Realm serves the needs of the various functions required of an enjoyable, efficient, and resilient infrastructure network. Composed of public rights of way and private front yards, the Public Realm is the communal social setting of urban life.

Signage: Gateways & Wayfinding		Applicable?	Yes	No
<b>Objectives</b>				
<ul style="list-style-type: none"> <li>Establish a pattern of landscaping of major and minor streets, including continuous street tree plantings to define gateways to the former Fort Ord and enhance the visual quality and environmental comfort within the community (BRP p. 71).</li> <li>Assure that the 8th Street Bridge serves as a major gateway to the Fort Ord Dunes State Park (BRP p. 154).</li> <li>Coordinate development plans to provide for integrated, well-designed gateway design concepts to the former Fort Ord and CSUMB (BRP p 165).</li> <li>Provide design guidelines to address architectural qualities, building massing and orientation, parking, fencing, lighting, and signage (BRP p. 154).</li> <li>Establish regional wayfinding signage that supports for unique jurisdiction and community identities.</li> <li>Encourage connectivity to communities and regional destinations, such as parks, trails, educational institutions, employment centers, transit, park and ride lots, and tourist destinations.</li> <li>Create safer pedestrian and bicyclists facilities by using wayfinding signage to make bicycle and pedestrian routes more visible.</li> </ul>				
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>	
1. Gateway <b>character</b> and signage is welcoming and signifies former Fort Ord military history and academic reuse	x		See Specific Plan Section 3.4.2.3 and Figure 2.16.	
2. Gateway landscape and development plans are <b>coordinated</b> among relevant jurisdictions and agencies	x		See Specific Plan Section 3.5.	
3. Distinctive <b>design elements</b> mark monument signage, architectural features, roadway surface materials, and interpretive facilities	x		See Specific Plan Sections 3.5 and 3.6 and Figure 2.16.	
4. Gateways mark <b>edges</b> , boundaries, and transitions	x		See Specific Plan Section 3.4.2.3 and Figure 2.16.	
5. <b>Entryways</b> placed to inform transitions to and thru former Fort Ord lands	x		See Specific Plan Section 3.4.2.3 and Figure 2.16.	
6. Seamless <b>connection</b> between RUDG Locations provided	x		See Specific Plan Sections 2.1.7 and 3.4.2.3 and Figure 2.16.	
7. Signage is <b>coordinated</b> with regional agencies and other jurisdictions	x		See Specific Plan Section 3.4.2.3 and Figure 2.16.	
8. Signage is <b>consistent</b> with Monterey County Bicycle and Pedestrian Wayfinding Signage Design standards	x		See Specific Plan Sections 3.4.2.3 and 3.6 and Figure 2.16.	

9. Wayfinding signage clear and <b>legible</b> to the intended audience (i.e. pedestrians, cyclists, motorists, equestrians)	x	See Specific Plan Sections 3.4.2.3 and 3.6 and Figure 2.16.
10. Signage is <b>safely</b> placed in accordance with the California Manual on Uniform Traffic Control Devices standards	x	See Specific Plan Sections 3.4.2.3 and 3.6 and Figure 2.16.
<p><i>Describe additional actions used to meet <u>Signage Objectives</u> (attach additional pages as needed):</i></p> <p>The sports field at Gigling Road and 7<sup>th</sup> Avenue will include a distinctive gateway element to the National Monument.</p>		

Public Spaces	Applicable	Yes	No
<b>Objectives</b>			
<ul style="list-style-type: none"> <li>Establish an open space system to preserve and enhance the natural environment and revitalize the former Fort Ord by adding a wide range of accessible recreational experiences for residents and visitors (BRP p. 17).</li> <li>Ensure that open space connections link major former Fort Ord recreation and open space amenities and adjacent regional resources (BRP p. 71).</li> <li>Provide a generous pattern of open space and recreation resources through public facilities and publicly accessible private development (BRP p. 71).</li> <li>Use spaces between buildings to establish outdoor public uses.</li> <li>Coordinate public space development through specific plans or other planned development mechanisms to achieve integrated design between public and private spaces.</li> </ul>			
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>
1. <b>Civic buildings</b> in prominent locations near or in centers	x		See Specific Plan Section 3.4.2.4
2. <b>Civic buildings</b> in prominent location (i.e. ends of street, tops of hills, land adjacent to parks)	x		See Specific Plan Section 3.4.2.4
3. Rural- <b>context</b> public open spaces as well as community gardens, playing fields open and un-bounded by buildings	x		See Specific Plan Section 3.4.2.
4. Public open space opportunities provided in urbanized <b>contexts</b>	x		See Specific Plan Section 3.4.2
5. Landscaping, hardscaping, lighting, signage, furniture, and accessory architecture use <b>coordinated</b> palette and design elements	x		See Specific Plan Sections 3.5 and 3.6.
6. Access to public spaces facilitated through <b>coordinated</b> public facilities (parking, streets, transit)	x		See Specific Plan Chapter 3, Public Realm Standards and Guidelines.
7. Urban-type public open spaces (playground, plaza, square) <b>placed</b> in or close to Centers and/or enclosed by buildings	x		See Specific Plan Section 3.4.2.
8. Rural-type public open spaces (green, park) <b>placed</b> closer to the edge of development	x		See Specific Plan Section 3.4.2.4
9. Public spaces within walking <b>proximity</b> of every home: ¼ mile to plaza, ½ mile to square, green or park	x		See Specific Plan Section 3.4 and VTM Sheets 15-31.
10. Public open space in close <b>proximity</b> to transit centers and trails	x		See Specific Plan Section 3.4 and VTM Sheets 15-31.

*Describe additional actions used to meet Public Spaces Objectives (attach additional pages as needed):*

The Campus Town Specific Plan is based upon a “new urbanist” paradigm, characterized by pedestrian amenities, networked thoroughfares and well-designed public spaces.

Centers	Applicable?	Yes	No
<b>Objectives</b>			
<ul style="list-style-type: none"> <li>Former Fort Ord centers will feature concentrated activity and be located in the vicinity of the CSUMB campus, within the jurisdictions of Marina and Seaside, and capitalize on the inherent campus vitality (BRP p. 63).</li> <li>Centers should complement university amenities, such as performance and athletic facilities with cafes and restaurants, shops and other student and local-serving uses (BRP p. 64).</li> <li>Maintain the fine-grained development pattern of the existing areas of the Main Garrison (BRP p. 65).</li> <li>Locate the highest retail, office and housing density on the former Fort Ord in town and village centers with a pedestrian orientation and ready access to transit opportunities (BRP p. 65).</li> <li>Encourage a scale and pattern of development which is appropriate to a village environment and friendly to the pedestrian and cyclists (BRP p. 65).</li> </ul>			
<b>Measures</b>	<b>YES</b>	<b>NO</b>	<b>NOTES</b>
1. Maximum average <b>block</b> perimeter $\leq 1,500'$ with street intervals $\leq 450'$ apart along any single stretch	x		See Specific Plan Sections 1.7.1 and 1.9.8 and Policy 1.6.8 and VTM Sheets 15-31.
2. 50% of dwelling units within $\frac{1}{4}$ mile of at least 4 <b>building types</b>	x		See Specific Plan Section 4.5.2 and 4.6.
3. <b>Civic buildings</b> located on high ground, adjacent to public spaces, within public spaces, or at the terminal axis of a street	x		See Specific Plan Section 3.4.2.4
4. A mix ( $\geq 3$ ) of <b>housing types</b> provided within $\frac{1}{4}$ mile of center and at least 15% of street frontage achieves minimum 1:3 building height to street width ratio.	x		See Specific Plan Section 4.5.2 and Section 4.6.2 C, 4.6.2.A-G C, Building Height and Massing.
5. On-site <b>parking</b> minimized and shared between uses with different peak hours and bicycle parking provided	x		See Specific Plan Section 4.6.2 C, 4.6.2.A-M E, Parking and Service.
6. Lighting, trees, street furniture provided to enhance <b>pedestrian comfort</b> and safety	x		See Specific Plan Section 3.6.
7. At least one outdoor <b>public space</b> provided in Center	x		See Specific Plan Section 3.4 and VTM Sheets 15-31.
8. Space provided along <b>sidewalks</b> for a variety of activity zones.	x		See Specific Plan Section 3.3.
9. Functional and attractive retail <b>storefronts</b> with at least 80% of ground floor within 5' of front property line and façade facing street	x		See Specific Plan Section 4.6.3.C-F
10. Provides routes for multiple modes of <b>transportation</b> including non-motorized alternatives	x		See Specific Plan Sections 1.9.7, 3.2 and 3.3.

*Describe additional actions used to meet Centers Objectives (attach additional pages as needed):*

The Campus Town Specific Plan is guided by the key goal to develop a variety of building types and uses with sufficient resident population in proximity to commercial uses to support a viable mixed use urban village. In addition, a primary goal of the Specific Plan is to create a vibrant multimodal transportation network, including improvements to encourage pedestrian and bicycle activity.

## CAMPUS TOWN PROJECT CITY OF SEASIDE

### BASE REUSE PLAN – LAND USE ELEMENT

Land Use Goal: Promote the highest and best use of land through orderly, well-planned, and balanced development to ensure educational and economic opportunities as well as environmental protection.			
RESIDENTIAL LAND USE			
	Is the policy/ program applicable to the subject action? (Y/N)	Completion status, per Reassess. Report	Notes from Reassessment Report
<b>Base Reuse Plan</b> <b>Objectives, Policies, &amp; Programs</b>			<b>Notes from Reassessment Report</b> ***If a BRP policy/program is applicable to your submittal and if the completion status is “Incomplete ●” then please provide additional notes explaining how and when completion is anticipated to be accomplished.***
<i>Objective A: Establish a range of permissible housing densities for the Fort Ord area.</i>			
<b>Residential Land Use Policy A-1:</b> The [jurisdiction] shall provide variable housing densities to ensure development of housing accessible to all economic segments of the community. Residential land uses shall be categorized according to the following densities: Land Use Designation    Actual Density-Units/Gross Acre SFD Low Density Residential up to 5 Du/Ac SFD Medium Density Residential 5 to 10 Du/Ac MFD High Density Residential 10 to 20 Du/Ac Residential Infill Opportunities 5 to 10 Du/Ac Planned Development Mixed Use District 8 to 20 Du/Ac See BRP Programs below			

<p>Program A-1.1: Amend the [jurisdiction]’s General Plan and Zoning Code to designate former Fort Ord land at the permissible residential densities consistent with the Fort Ord Reuse Plan and appropriate to accommodate the housing types desired for the community.</p>	<p>N – The General Plan amendment does not change permitted densities. The zoning map and text changes and Specific Plan authorize uses that are consistent and compatible with the General Plan and the Reuse Plan.</p>	<p>Complete ■</p>	<p>Consistency determinations with Seaside General Plan &amp; zoning code were made on the following dates: 11/20/98, 12/11/98, 8/10/01, 9/13/02, 12/10/04, 10/8/10, &amp; 11/18/11. Seaside General Plan consistency determination on 12/10/04 completed this program. Subsequent consistency determinations made refinements. The 2004 amendment re-arranged land uses to recognize the Ord Community uses and U.S. Army land swap, and altered the specific locations of residential uses.</p>
<p><b><i>Objective B: Ensure compatibility between residential development and surrounding land uses.</i></b></p>			
<p><b>Residential Land Use Policy B-1:</b> The [jurisdiction] shall encourage land uses that are compatible with the character of the surrounding districts or neighborhoods and discourage new land use activities which are potential nuisances and/or hazards within and in close proximity to residential areas.</p>		<p>See BRP Programs below</p>	
<p>Program B-2.1: The [jurisdiction] shall revise zoning ordinance regulations on the types of uses allowed in the [jurisdiction’s] districts and neighborhoods, where appropriate, to ensure compatibility of uses in the Fort Ord planning area.</p>	<p>N – The zoning map and text changes and Specific Plan authorize uses that are consistent and compatible with the General</p>	<p>Complete ■</p>	<p>Consistency determinations with Seaside zoning code were made on the following dates: 12/11/98, 8/10/01, &amp; 9/13/02.</p>

	Plan and the Reuse Plan.		
Program B-2.2: The [jurisdiction] shall adopt zoning standards for the former Fort Ord lands to achieve compatible land uses, including, but not limited to, buffer zones and vegetative screening.	N – The zoning map and text changes and Specific Plan are consistent with the General Plan. The Campus Town project is an entirely infill project and does not encroach on any open space buffers	Complete ■	Municipal Code Section 17.30.020 addresses fences, walls, and screening, and additional standards apply to certain zoning districts. Additionally, the project provides for open space areas that serve as a transition to the natural open space areas surrounding certain portions of the project site. (See Specific Plan, Figure 2.6, sections 2.1.7 and 3.4.)
<i>Objective C: Encourage highest and best use of residential land to enhance and maximize the market value of residential development and realize the economic opportunities associated with redevelopment at the former Fort Ord.</i>			
<b>Residential Land Use Policy C-1:</b> The City of Marina shall provide opportunities for developing market-responsive housing in the Fort Ord planning area.		See BRP Programs below	
Program C-1.1: The City of Seaside shall develop an agreement with the U.S. Army to implement the reconfiguration of the POM Annex community.	N	Complete ■	The reconfigured POM Annex is shown on the 2004 Seaside General Plan land use map. City/Army agreement to swap Stillwell Kidney site for land near Lightfighter Drive, approved by City 11/15/07.
Program C-1.2: The City of Seaside shall zone and consider development of a golf course community in the New Golf Course Community District totaling 3,365 units. The district includes the existing 297-unit Sun Bay	N	Complete ■	POM Annex reconfiguration is complete, but most POM residential land is west of General Jim Moore Boulevard (North-South Road). Existing SunBay and Brostrom housing and

<p>apartment complex on Coe Road and 3,068 new housing units within the remainder of this District. The City of Seaside shall replace the remaining residential stock in the New Golf Course Community District with a range of market-responsive housing. Development of this area is contingent on the reconfiguration of the existing POM Annex so that the Army residential enclave is located totally to the east of North-South Road.</p>			<p>new Seaside Highlands and Seaside Resort subdivisions are within the New Golf Course Community. 2004 Seaside General Plan includes most housing east of the New Golf Course Community.</p>
<p>Program C-1.3: The City of Seaside shall assist the U.S. Army to reconfigure the POM Annex. The reconfigured POM Annex should include approximately 805 existing units on 344 acres east of General Jim Moore Boulevard and an additional 302 acres of surrounding, vacant land that is intended to be developed for housing to replace the existing POM Annex housing west of North-South Road.</p>	N	Complete ■	<p>POM Annex reconfiguration is complete, but most POM residential land is west of General Jim Moore Boulevard (North-South Road).</p>
<p>Program C-1.4: The City of Seaside shall prepare a specific plan to provide for market-responsive housing in the University Village District between the CSUMB campus and Gigling Road. This is designated a Planned Development Mixed Use District to encourage a vibrant village with significant retail, personal and business services mixed with housing.</p>	Y	<p>Incomplete ●</p> <p>Now complete</p>	<p>The Specific Plan is now complete. The Campus Town Specific Plan provides for a diverse mix of uses and housing types, including single-family homes, multi-family homes, and affordable homes, as well as retail, dining, entertainment, light industrial, and open spaces uses. (See Specific Plan, chs. 1, 4.)</p>
<p>Program C-1.5: The City of Seaside shall amend its zoning ordinance to allow new residential development in the Planned Residential Extension Districts that provides a direct extension of the city's existing residential area west of the former Fort Ord properties.</p>	N	Complete ■	<p>The Planned Residential Extension areas are shown as R-8 on the Seaside Zoning Map, consistent with the areas immediately west of General Jim Moore Boulevard. Consistency determinations for Seaside zoning on 12/11/98, 8/10/01 &amp; 9/13/02.</p>
<p><b><i>Objective D: Provide public facilities and services that will support revitalization of existing Army housing and new housing construction on the former Fort Ord.</i></b></p>			
<p><b>Residential Land Use Policy D-1:</b> The [jurisdiction] shall implement the Public Services and Capital Improvement Program in the Fort Ord Reuse Plan to</p>	<p>See BRP Program below</p>		

support residential development.			
Program D-1.1: The [jurisdiction] shall cooperate with FORA and provide adequate public facilities and services that will support residential revitalization and new housing construction at the former Fort Ord.	Y	Ongoing ▲	FORA routinely coordinates with the jurisdictional agencies on provision of public infrastructure and services (e.g., water, wastewater, streets, transit, and emergency services) to meet current and future needs.  Development in the Campus Town Specific Plan area is subject to FORA CFD fees. In the event the FORA CFD is terminated, development in the Plan area is subject to a replacement fee to fund public facilities. Further, the project provides a diverse mix of uses and housing types consistent with the General Plan, including single-family homes, multi-family homes, and affordable homes. (See Project Development Agreement, Sec. 9(i), 9(g)(iii); Project EIR, ch. 4.10.)
<b>Objective E: Coordinate the location, intensity and mix of land uses with alternative transportation goals and transportation infrastructure.</b>			
<b>Residential Land Use Policy E-1:</b> The [jurisdiction] shall make land use decisions that support transportation alternatives to the automobile and encourage mixed-use projects and the highest-density residential projects along major transit lines and around stations.		See BRP Programs below	
Program E-1.1: The City of Seaside shall prepare a specific plan for the University Village mixed-use planning district and incorporate provisions to support transportation alternatives to the automobile.	Y	Incomplete ●  Now complete	The Specific Plan is now complete. The Campus Town Specific Plan implements new transit facilities in the Specific Plan area and likely will result in new transit routes that will benefit transit ridership, circulation, and access. (See Project EIR, ch. 4.14.)  The Specific Plan also provides for expanded multi-modal connectivity by providing pedestrian and bicycle improvements. Wide sidewalks are planned on both sides of every

			<p>street, and additional pedestrian and bike trails are planned. Every street is designed to accommodate bike traffic. The majority of new streets are designed for slow-moving traffic with one travel lane in each direction. Bicycle lanes are also provided on certain key streets, while on other streets in the Plan Area bicycles and vehicles would share the roadway. (See Specific Plan, chs. 2, 3; Project EIR, chs. 4.10, 4.14.)</p> <p>The Campus Town Specific has been designed to create transit-oriented corridors. The Plan area meets the criteria in California Public Resources Code Section 21155(a) and qualifies as a “high quality transit corridor.” (See Specific Plan, ch. 3.)</p> <p>Development of the Specific Plan is anticipated to reduce vehicle miles traveled in the Plan area, therefore reducing regional transportation impacts. (See Project EIR, ch. 4.14.)</p>
<p>Program E-1.2: The [jurisdiction] shall encourage CSUMB in the preparation of its master plan to designate high-density residential development near convenience corridors and public transportation routes.</p>	N	Complete ■	<p>CSUMB has completed a master plan that includes high density housing (for students and faculty) generally at the north edges of the campus. Much of the housing is near the University Villages (Dunes) Specific Plan area, which includes the intermodal corridor.</p>
<p>Program E-1.3: The [jurisdiction] shall encourage the development of an integrated street pattern for new developments which provides linkages to the existing street network and discourages cul-de-sac’s or dead-end streets.</p>	Y	Ongoing ▲	<p>The City has opened several streets that connect the established parts of the city to the Fort Ord lands, including Broadway Avenue after the base closed, and Hilby Avenue and San Pablo Avenue in 2012. Military Avenue is open for pedestrian and bicycle access to Coe</p>

			<p>Avenue. The Seaside Highlands subdivision included connecting streets with several connections to Coe Avenue.</p> <p>The Campus Town Specific Plan provides for a multimodal design that would allow vehicles, bicyclists, and pedestrians to travel safely through the Plan Area. Improvements include complete streets, roundabouts, traffic signals, multiuse paths, and pedestrian crossings. The project also results in improved street network connectivity, achieving a motorized intersection density of 235 intersections per square mile for motorized intersections, and 540 intersections per square mile for combined motorized and non-motorized intersections. (See Specific Plan, ch. 3; Project EIR, ch. 4.10.)</p>
<p><b>Residential Land Use Policy E-2:</b> The [jurisdiction] shall encourage neighborhood retail and convenience/specialty retail land use in residential neighborhoods.</p>		<p>See BRP Programs below</p>	
<p>Program E-2.1: The [jurisdiction] shall designate convenience/specialty retail land use on its zoning map and provide standards for development within residential neighborhoods.</p>	<p>N – The zoning map and text changes and Specific Plan authorize uses that are consistent and compatible with the General Plan and the Reuse Plan.</p>	<p>Complete ■</p>	<p>The Seaside zoning map includes a Community Commercial designation at Monterey Road/Coe Avenue and Mixed Use Commercial along Lightfighter Drive and Gigling Road. Consistency determinations for Seaside zoning on 12/11/98, 8/10/01 &amp; 9/13/02.</p>
<p><b>Residential Land Use Policy E-3:</b> In areas of residential development, the [jurisdiction] shall provide for designation of access routes, street and road rights-</p>		<p>See BRP Programs below</p>	

of-way, off-street and on-street parking, bike paths and pedestrian walkways.			
Program E-3.1: The [jurisdiction] shall delineate adequate circulation rights-of-way to and within each residential area by creating circulation rights-of-way plan lines.	N	Complete ■	The City of Seaside utilizes primarily existing rights-of-way to provide access to residential areas. The City opened connections from existing residential areas to General Jim Moore Boulevard in 2012. The 2004 Seaside General Plan includes a new State Route 1 interchange to serve the golf course area.
Program E-3.2: The [jurisdiction] shall prepare pedestrian and bikeway plans and link residential areas to commercial development and public transit.	Y	Incomplete ●	The City of Seaside adopted its Bikeways Transportation Master Plan in 2007. The TAMC Bicycle and Pedestrian Master Plan includes planned pedestrian improvements in Seaside. However, the City of Seaside does not have its own pedestrian plan.  The Campus Town Specific Plan has a pedestrian and bikeways circulation plan. Wide sidewalks are planned on both sides of every street, and additional pedestrian and bike trails are planned. Every street is designed to accommodate bike traffic. The majority of new streets are designed for slow-moving traffic with one travel lane in each direction. Bicycle lanes are also provided on certain key streets, while on other streets in the Plan Area bicycles and vehicles would share the roadway. (See Specific Plan, chs. 2, 3; Project EIR, chs. 4.10, 4.14.)
<i>Objective F: Balance economic development needs with the needs of the homeless population in the community. The City of Marina shall proactively work with the Coalition of Homeless Service Providers and its member agencies to provide housing related services to the homeless populations which the agencies serve, to successfully integrate such programs into Fort Ord, especially the city's 12th Street and Abrams Park housing areas.</i>			
Residential Land Use Policy F-1: The [jurisdiction] shall strive to meet the		See BRP Programs below	

needs of the homeless population in its redevelopment of the former Fort Ord.			
Program F-1.1: The [jurisdiction] shall develop guidelines to facilitate and enhance the working relationship between FORA and local homeless representatives.	N	Incomplete ●	A coalition for homeless services providers met periodically with FORA between 1998 and 2005 (approx.). However, the coalition no longer meets with FORA on a regular basis, and specific guidelines have not been developed.
Program F-1.2: The [jurisdiction] shall conduct outreach to homeless service providers and nonprofit low income housing developers to determine homeless needs in the community	N	Ongoing ▲	The City's Resource Management Services Department provides public information and liaisons with a variety of housing and homeless services groups.
Program F-1.3: The [jurisdiction] shall support development of a standard format for the contracts between FORA and homeless service providers that must be submitted to the Federal Housing and Urban Development Agency with this reuse plan.	N	Incomplete ●	This document has not been developed.
<b><i>Objective G: Improve access for people with disabilities by creating a barrier-free environment.</i></b>			
<b>Residential Land Use Policy G-1:</b> The [jurisdiction] shall support broad design standards and accessible environments in developing the Fort Ord planning area.		See BRP Programs below	

<p>Program G-1.1: The [jurisdiction] shall identify focused areas and develop inclusionary zoning to encourage group homes and flexibility in household size and composition.</p>	<p>Y</p>	<p>Complete ■</p>	<p>Municipal Code Chapter 17.31 and Chapter 17.32 establish the city’s affordable housing and inclusionary housing programs. <del>The city last adopted its Housing Element in 2011 and</del> the Housing Element addresses programs and sites suitable for affordable housing and group homes. Consistency determination on 11/18/11.</p> <p>The City updated its 2011 Housing Element in December 2019. The updated Housing Element identifies the Campus Town Specific Plan as a housing site for purposes of satisfying the City’s RHNA obligations. (Housing Element, p. 14.)</p> <p>The Campus Town Specific Plan provides for a diverse mix of housing types, including single-family homes, multi-family homes, and affordable homes. (See Specific Plan, chs. 1, 4.)</p>
<p>Program G-1.2: The [jurisdiction] shall review all development plans with the goal of making the community more accessible.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The City of Seaside is subject to and complies with the requirements of the Americans with Disability Act to ensure development projects provide adequate access.</p> <p>As part of its review of development plans within the Specific Plan Area, the City will ensure compliance with applicable laws, including the ADA. (Specific Plan, ch. 6)</p>
<p>Program G-1.3: The [jurisdiction] shall inventory those existing public facilities on former Fort Ord lands that warrant reduction in barriers and develop a long-term program to implement reduction in barriers.</p>	<p>N</p>	<p>Complete ■</p>	<p>There are no known accessibility barriers at operational public facilities on the former Fort Ord.</p>

<b>Objective H: Provide General Plan consistency between land use and housing elements.</b>			
<b>Residential Land Use Policy H-1:</b> The [jurisdiction] shall incorporate policies in its Housing Element consistent with Fort Ord policies for residential lands.		See BRP Programs below	
Program H-1.1: The [jurisdiction] shall revise its housing element to incorporate and address the policy direction in this plan, including but not limited to issues regarding additional housing stock, opportunities for affordable housing, and provisions for housing displacement.	Y	Ongoing ▲	<p>The city last adopted its Housing Element in 2011 and the Housing Element addresses housing at Fort Ord. The Housing Element includes policies and programs to conserve existing affordable housing and homeless shelters. Consistency determination on 11/18/11.</p> <p>The City updated its Housing Element in December 2019. The updated Housing Element includes policies and programs to improve and expand the existing housing stock, increase affordable housing opportunities, and protect against housing displacement. (Housing Element, Goal H-1, H-2, H-3, H-5, H-6, H-8.)</p> <p>The Housing Element also identifies the Campus Town Specific Plan as a housing site for purposes of satisfying the City's RHNA obligations. (Housing Element, p. 14.)</p>
<b>Objective I: Provide for Community Design principles and guidelines to ensure quality of life for Fort Ord residents and surrounding communities.</b>			
<b>Residential Land Use Policy I-1:</b> The [jurisdiction] shall support FORA in the preparation of regional urban design guidelines, including a scenic corridor design overlay area, to govern the visual quality of areas of regional importance.		See BRP Programs below	
Program I-1.1: The [jurisdiction] shall prepare design guidelines for implementing development on former Fort Ord lands consistent with the regional urban design guidelines (to be prepared by FORA) and the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework.	Y	Incomplete ●	<p>The City of Seaside has a design review process and a Highway 1 Design Overlay Zone but has not prepared generally-applicable guidelines.</p> <p>The Campus Town Specific Plan area is not located in the Highway 1 design corridor.</p> <p>The Campus Town Specific Plan includes a</p>

			Form-Based Code that sets goals and policies for future development. The Form-Based Code was based upon and is consistent with the provisions of the RUDG. (See Specific Plan, ch. 3; Project EIR, ch. 4.1).
<b>Residential Land Use Policy I-2:</b> The City of Marina shall adhere to the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework	N	Ongoing ▲	The City of Seaside has a design review process that considers applicable standards and guidelines.

<b>COMMERCIAL LAND USE</b>			
<i>Objective A: Designate sufficient area for a variety of commercial centers to meet the retail and business needs of the Fort Ord community.</i>			
<p><b>Commercial Land Use Policy A-1:</b> The City of Seaside shall allocate land in commercial and office categories adequate to provide goods and services for the needs of its citizens, other Fort Ord jurisdictions and their trade areas. Commercial land use shall be designated as follows:</p> <ul style="list-style-type: none"> <li>• Regional Retail Gateway Regional Entertainment District (Polygon 15) 43.78 acres, .25 FAR, 476,764 square feet</li> <li>• Neighborhood Retail University Village District (Polygons 18, 20e, 20h) 27.85 acres, .25 FAR, 303,287 square feet Planned Residential Extension District (Polygon 23) 26.05 acres, .25 FAR, 283,685 square feet</li> <li>• Convenience/Specialty Retail University Village District (Polygons 18, 20e, 20h) 4 acres, .25 FAR, 43,560 square feet</li> </ul>		See BRP Program below	
Program A-1.1 Amend the [jurisdiction's] General Plan and Zoning Code to designate former Fort Ord land at the permissible commercial densities consistent with the Fort Ord Reuse Plan and appropriate to accommodate the	N – The General Plan amendment does not change	Complete ■	The 2004 Seaside General Plan designates a variety of commercial land uses, in a density approximately matching the policy's list. The 2004 amendment re-arranged land uses to

<p>commercial activities desired for the community.</p>	<p>permitted commercial densities. The zoning map and text changes and Specific Plan are consistent with the General Plan and Reuse Plan.</p>		<p>recognize the Ord Community uses and U.S. Army land swap, and not all of the specific parcel references are valid. Consistency determinations with Seaside General Plan &amp; zoning code: 11/20/98, 12/11/98, 8/10/01, 9/13/02, 12/10/04, 10/8/10, &amp; 11/18/11.</p>
<p><b>Objective B: Establish visitor-serving hotel and golf course designations within suitable former Fort Ord land.</b></p>			
<p><b>Commercial Land Use Policy B-1:</b> The City of Seaside shall allocate land in the visitor serving category to promote development of hotel and resort uses, along with associated commercial recreation uses such as golf courses. Visitor-serving uses shall be designated as follows:</p> <ul style="list-style-type: none"> <li>• Visitor-Serving Hotels and Golf Courses (Polygon 22): Hotel Opportunity Site, approximately 25 acres, 800 rooms; 36-Hole Golf Course Site, 350.14 acres.</li> </ul>	<p>See BRP Program below</p>		
<p>Program B-1.1: Amend the [jurisdiction’s] General Plan and Zoning Code to designate visitor-serving uses at the allowable densities consistent with the Fort Ord Reuse Plan and appropriate to accommodate the commercial activities desired for the community.</p>	<p>N – The General Plan amendment does not change permitted commercial densities. The zoning map and text changes and Specific Plan are consistent with the General Plan and Reuse</p>	<p>Complete ■</p>	<p>The 2004 Seaside General Plan includes visitor-serving uses, including the existing golf courses and an approved hotel, consistent with the Fort Ord Reuse Plan land use concept. The 2004 amendment re-arranged land uses to recognize the Ord Community uses and U.S. Army land swap, and not all of the specific parcel references are valid. Consistency determinations with Seaside General Plan &amp; zoning code: 12/11/98 &amp; 12/10/04..</p>

	Plan.		
<b>Commercial Land Use Policy B-2:</b> The [jurisdiction] shall not include nor allow card rooms or casinos for gambling as acceptable land uses on the former Fort Ord.		See BRP Program below	
Program B-2.1: The [jurisdiction] shall amend the [jurisdiction's] General Plan and Zoning Code to prohibit card rooms or casinos as or conditionally permitted land uses on the former Fort Ord.	N	Incomplete ●	Seaside regulates bingo games (Municipal Code Chapter 5.16), but does not prohibit bingo or other gambling within Fort Ord.
<b>Commercial Land Use Policy B-3:</b> The [jurisdiction] shall prepare design guidelines for implementing hotel development on former Fort Ord lands consistent with the regional urban design guidelines (to be prepared by FORA) and the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework.		See BRP Program below	
Program B-3.1: The [jurisdiction] shall review each hotel proposal for consistency with the regional urban design guidelines and the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework.	Y	Ongoing ▲	The City of Seaside has a Highway 1 Design Overlay Zone but has not prepared design guidelines applicable to hotels. The City of Seaside has a design review process that considers a proposal's conformance to the applicable standards and guidelines. The design guidelines pre-date approvals for the Seaside Resort; however, the Seaside Resort was reviewed by the City's Board of Architectural Review and design quality enforced by the City.  The Campus Town Specific Plan includes a hotel site. The Specific Plan establishes a Form-Based Code that sets goals and policies for future development. The Form-Based Code was based upon and is consistent with the provisions of the RUDG. (See Specific Plan, ch. 3; Project EIR, ch. 4.1).

*Objective C: Ensure that various types of commercial land use categories are balanced, and that business and industry enhance*

<i>employment opportunities in and self-sufficiency of Fort Ord communities.</i>			
<b>Commercial Land Use Policy C-1:</b> The [jurisdiction] shall encourage a strong and stable source of city revenues by providing a balance of commercial land use types on its former Fort Ord land, while preserving the area's community character.		See BRP Program below	
Program C-1.1: The [jurisdiction] shall amend its zoning map to provide for commercial land use types and densities consistent with the Land Use Concept in the Fort Ord Reuse Plan in order to encourage employment opportunities and self-sufficiency.	N – The General Plan amendment does not change permitted commercial land use types or densities. The zoning map and text changes and Specific Plan provide commercial land use types and densities that are consistent with the General Plan and Reuse Plan.	Complete ■	The Seaside zoning map designates a variety of commercial land uses, in a density approximately matching the BRP Land Use Concept. Consistency determinations with Seaside zoning code: 12/11/98, 8/10/01, & 9/13/02.
<i>Objective D: Encourage commercial development in close proximity to major residential areas and transportation routes.</i>			
<b>Commercial Land Use Policy D-1:</b> The [jurisdiction] shall allow a mix of residential and commercial uses to decrease travel distances, encourage walking and biking and help increase transit ridership.		See BRP Programs below	
Program D-1.1: The City of Seaside shall allow for a	N	Complete ■	The 2004 Seaside General Plan includes a

<p>balance of neighborhood and convenience commercial designations in the University Village Planned Development Mixed Use District to serve the CSUMB population and Community Park in Polygon 18.</p>			<p>Mixed Use designation for this area. The community park has been relocated elsewhere.</p>
<p>Program D-1.2: The [jurisdiction] shall designate convenience/specialty retail land use on its zoning map and provide textual (and not graphic) standards for development within residential neighborhoods.</p>	<p>N –The zoning map and text changes and Specific Plan authorize uses that are consistent and compatible with the General Plan and Reuse Plan.</p>	<p>Complete ■</p>	<p>The City of Seaside includes a Community Commercial zone district, but does not have specific regulations for inclusion within residential neighborhoods.</p>
<p><b>Objective E: Provide for adequate access to commercial developments.</b></p>			
<p><b>Commercial Land Use Policy E-1:</b> The [jurisdiction] shall coordinate the location and intensity of commercial areas at the former Fort Ord with transportation resources and in a manner which offers convenient access.</p>		<p>See BRP Program below</p>	
<p>Program E-1.1: The [jurisdiction] shall coordinate with FORA and the Transportation Agency of Monterey County to address existing regional transportation needs and to implement the long-range circulation strategy for the former Fort Ord as specified in the Reuse Plan.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Development proposals and allocation of their associated impact fees are coordinated with FORA and TAMC to address regional transportation needs and opportunities.</p> <p>Development in the Campus Town Specific Plan area is subject to FORA CFD fees for roadway and transit improvements. In the event the FORA CFD is terminated, development in the Plan area is subject to a replacement fee to fund similar regional transportation improvements. Development also is subject to fees imposed by the Transportation Agency of Monterey County</p>

			(TAMC) for regional transportation infrastructure improvements. (See Project Development Agreement, Sec. 9(i), 9(g)(iii).)
<b>Commercial Land Use Policy E-2:</b> In areas of commercial development, the [jurisdiction] shall provide for designation of access routes, street and road rights-of-way, off-street and on-street parking, bike paths and pedestrian walkways.		See BRP Programs below	
Program E-2.1: The [jurisdiction] shall delineate adequate circulation rights-of-way to and within each commercial area by creating circulation right-of-way plan lines.	N	Complete ■	The City of Seaside utilizes primarily existing rights-of-way to provide access to commercial areas. The City opened connections from existing residential areas to General Jim Moore Boulevard in 2012. The 2004 Seaside General Plan includes a new State Route 1 interchange to serve the golf course area.
Program E-2.2: The [jurisdiction] shall prepare pedestrian and bikeway plans and link commercial development to residential areas and public transit.	Y	Incomplete ●	The City of Seaside adopted its Bikeways Transportation Master Plan in 2007. Seaside does not have a pedestrian plan. The Campus Town Specific Plan has a pedestrian and bikeways circulation plan. Wide sidewalks are planned on both sides of every street, and additional pedestrian and bike trails are planned. Every street is designed to accommodate bike traffic. The majority of new streets are designed for slow-moving traffic with one travel lane in each direction. Bicycle lanes are also provided on certain key streets, while on other streets in the Plan Area bicycles and vehicles would share the roadway. The bicycle network and facilities that will be implemented in the Plan Area will be connected to existing and planned bicycle routes in the surrounding area. (See Specific Plan, chs. 2, 3; Project EIR, chs. 4.10, 4.14.)

<p>Program E-2.3: The [jurisdiction] shall preserve sufficient land at the former Fort Ord for right-of-ways [sic] to serve long-range commercial build-out.</p>	<p>N</p>	<p>Complete ■</p>	<p>Preservation of adequate right-of-way to serve additional development in the future is verified through the consistency determination process.</p>
<p><b>Objective F: Provide for Community Design principles and guidelines for commercial development at the former Fort Ord.</b></p>			
<p><b>Commercial Land Use Policy F-1:</b> The [jurisdiction] shall support FORA in the preparation of regional urban design guidelines, including a scenic corridor design overlay area, to govern the visual quality of areas of regional importance.</p>	<p>See BRP Programs below (listed under Policy F-2)</p>		
<p><b>Commercial Land Use Policy F-2:</b> The [jurisdiction] shall adhere to the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework for commercial development at the former Fort Ord.</p>	<p>See BRP Programs below</p>		
<p>Program F-1.1: The [jurisdiction] shall prepare design guidelines for implementing commercial development on former Fort Ord lands consistent with the regional urban design guidelines (to be prepared by FORA) and the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The City of Seaside has a Highway 1 Design Overlay Zone but has not prepared design guidelines applicable to commercial areas outside the Highway 1 corridor.</p> <p>The Campus Town Specific Plan area is not located in the Highway 1 design corridor.</p> <p>The Campus Town Specific Plan includes a Form-Based Code that sets goals and policies for future development. The Form-Based Code was based upon and is consistent with the provisions of the RUDG. (See Specific Plan, ch. 3; Project EIR, ch. 4.1).</p>
<p>Program F-1.2: The [jurisdiction] shall review each commercial development proposal for consistency with the regional urban design guidelines and the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The City of Seaside has a design review process that considers a project’s conformance to the applicable standards and guidelines.</p> <p>The Campus Town Specific Plan includes a Form-Based Code that sets goals and policies for future development. The Form-Based Code was based upon and is consistent with the provisions of the RUDG. (See Specific Plan,</p>

			ch. 3; Project EIR, ch. 4.1).
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<b>RECREATION/OPEN SPACE LAND USE</b>			
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<i>Objective A: Encourage land uses that respect, preserve and enhance natural resources and open space at the former Fort Ord.</i>			
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<b>Recreation/Open Space Land Use Policy A-1:</b> The [jurisdiction] shall protect irreplaceable natural resources and open space at former Fort Ord.		See BRP Programs below	
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<p>Program A-1.1: The [jurisdiction] shall identify natural resources and open space, and incorporate it into its General Plan and zoning designations.</p>	<p>N – The General Plan amendment does not change open space areas or policies. The zoning map and text changes and Specific Plan are consistent with the General Plan and Reuse Plan.</p>	<p>Complete ■</p>	<p>The Seaside General Plan includes open space areas. Consistency determinations with Seaside General Plan: 12/11/98 &amp; 12/10/04. Additionally, the Specific Plan identifies and incorporates open space areas, including a “tree save” area with live oak trees within the Plan Area (approximately 1.5 acres). The project provides for the incorporation of new trees, which include coast live oak, and requires replacement of removed coast live oak trees recommended for preservation at a ratio of 1:1 on site or 1:5 off site. (Specific Plan, ch. 3.)</p>
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<b>Recreation/Open Space Land Use Policy A-2:</b> The [jurisdiction] shall encourage the provision of public open space lands as part of all types of development including residential, commercial and institutional.		See BRP Program below	
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<p>Program A-2.1: As part of review of development projects, the [jurisdiction] shall evaluate and provide for the need for public open space.</p>	<p>Y</p>	<p>Complete ■ / Ongoing ▲</p>	<p>The Seaside General Plan includes open space areas. Primary consistency determinations with Seaside General Plan: 12/11/98 &amp; 12/10/04. The Campus Town Specific Plan is consistent with the Seaside General Plan. The Specific Plan includes a series of open spaces and parks that form a green network that unites the Plan</p>
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			Area. The system of Open Spaces is categorized into seven types, ranging from verdant recreationally-activated parks to hardscaped civic plazas capable of hosting community events such as farmers markets and seasonal fairs. Open Spaces will contain a variety of programs, including playground areas for children, green expanses for sports fields, and linear park connections for passive strolling. The Open Space system is designed to provide a high level of connectivity throughout the neighborhood and a family of spaces offering a variety of experiences. (See Specific Plan, ch. 3.)
<i>Objective B: Use open space as a land use link and buffer.</i>			
<b>Recreation/Open Space Land Use Policy B-1:</b> The [jurisdiction] shall link open space areas to each other.		See BRP Program below	
Program B-1.2: The [jurisdiction] shall create an open space plan for the former Fort Ord showing the linkage of all open space areas within the [jurisdiction] and linking to open space and habitat areas outside [jurisdiction].	Y	Incomplete ●	An Open Space Plan has not been completed to date. The Campus Town Specific Plan is consistent with the Seaside General Plan. The Specific Plan includes a series of open spaces and parks that form a green network that unites the Plan Area. The system of Open Spaces is categorized into seven types, ranging from verdant recreationally-activated parks to hardscaped civic plazas capable of hosting community events such as farmers markets and seasonal fairs. Open Spaces will contain a variety of programs, including playground areas for children, green expanses for sports fields, and linear park connections for passive

			<p>strolling. The Open Space system is designed to provide a high level of connectivity throughout the neighborhood and a family of spaces offering a variety of experiences.</p> <p>The Open Space system also provides linkages and connections to open natural space outside of the Plan area. The Specific Plan includes a gateway feature to promote the Fort Ord National Monument and connections to FORTAG network of trails. (See Specific Plan, sec. 2.1.7, ch. 3.)</p>
<p><b>Recreation/Open Space Land Use Policy B-2:</b> The [jurisdiction] shall use open space as a buffer between various types of land use.</p>		<p>See BRP Programs below</p>	
<p>Program B-2.1: The [jurisdiction] shall review each development project at the former Fort Ord with regard to the need for open space and buffers between land uses.</p>	<p>Y</p>	<p>Complete ■ / Ongoing ▲</p>	<p>Chapter 8 of the FORA Master Resolution section 8.02.030 (a)(4) and (a)(6), states that the FORA Board will withhold a finding of consistency if the underlying jurisdiction's development entitlement conflicts or is incompatible with open space, recreational, or habitat management areas, or implementation of the 1997 Habitat Management Plan. Marina has implemented this program with the development entitlements submitted to FORA for consistency review to date. It is the jurisdiction's responsibility to ensure consistency before submitting for a FORA entitlement-level determination of consistency.</p> <p>The Campus Town Specific Plan area is previously impacted and surrounded by existing roadways and institutional uses. Further, the project site is designated for development under the Habitat Management Plan. Accordingly, no buffers to habitat management areas are required for the project. The project is an</p>

			<p>entirely infill project and does not encroach on any open space buffers. Further, the project provides for open space areas that serve as a transition to the natural open space areas surrounding certain portions of the project site. (See Specific Plan, Figure 2.6, sections 2.1.7 and 3.4; Project EIR, ch. 4.3.)</p>
<p>Program B-2.2: The [jurisdiction] shall encourage clustering of all types of land uses, where appropriate, to allow for a portion of each project site to be dedicated as permanent open space.</p>	<p>Y</p>	<p>Complete ■ / Ongoing ▲</p>	<p>The City of Seaside General Plan includes parks and recreation; habitat management; and recreational commercial designations, which are primarily open space uses. The Seaside Highlands and Seaside Resort projects both include open space areas with clustered development. At the Main Gate area, the City has concentrated commercial development north of Lightfighter Drive while designating the area to the south for open space. Primary FORA Consistency Determinations with Seaside General Plan &amp; zoning code: 12/11/98 &amp; 12/10/04.</p> <p>The Campus Town Specific Plan is consistent with the Seaside General Plan. The Specific Plan includes a series of open spaces and parks that form a green network that unites the Plan Area. The system of Open Spaces is categorized into seven types, ranging from verdant recreationally-activated parks to hardscaped civic plazas capable of hosting community events such as farmers markets and seasonal fairs. Open Spaces will contain a variety of programs, including playground areas for children, green expanses for sports fields, and linear park connections for passive strolling. The Open Space system is designed to</p>

			provide a high level of connectivity throughout the neighborhood and a family of spaces offering a variety of experiences. (See Specific Plan, ch. 3.)
Program B-2.3: The [jurisdiction] shall designate open space areas, wherever possible, on the perimeter of all development undertaken at the former Fort Ord.	Y	Complete ■	Refer to Program B-2.2. The Specific Plan includes a series of open spaces and parks that form a green network that unites the Plan Area and provides linkages and connections to open natural space outside of the Plan area. The Open Space system is designed to provide a high level of connectivity throughout the neighborhood, including a near continuous perimeter along the southern boundary of the Plan area. The Specific Plan also includes a gateway feature to promote the Fort Ord National Monument. (See Specific Plan, sec. 2.1.5, ch. 3.)
Program B-2.4: The [jurisdiction] shall designate a fire-resistant buffer between BLM lands and residential land use.	N	Complete ■/ Ongoing ▲	FORA is signatory to the 1997 Habitat Management Plan (HMP). The HMP requires firebreaks between BLM and lands adjacent to BLM on former Fort Ord. FORA has complied with these HMP requirements and will ensure Seaside's compliance through the FORA Consistency Determination review process described in section 8.02.030 (a)(6) of the FORA Master Resolution.

<i>Objective C: Reserve sufficient lands for community and neighborhood parks and recreation facilities in the Fort Ord area and adjacent communities.</i>			
<b>Recreation/Open Space Land Use Policy C-1:</b> The [jurisdiction] shall designate sufficient area for projected park and recreation facilities at the former Fort Ord. Seaside		See BRP Programs below	
Program C-1.1: The [jurisdiction] shall amend its General Plan and zoning ordinance to designate appropriate park and recreation facilities at the former Fort Ord to serve the needs of their community area, appropriate and consistent with the recreation standards established for the Fort Ord Reuse Plan.	Y	Complete ■	The City of Seaside General Plan reserves portions of Fort Ord under three categories: parks and open space; habitat management; and recreational commercial, each of which preserves open space for a specific type of use. Seaside General Plan Policy COS-1.1 and related programs establish park and open space requirements. Primary consistency determinations with Seaside General Plan & zoning code: 12/11/98 & 12/10/04  The Campus Town Specific Plan is consistent with the Seaside General Plan. The Specific Plan includes a series of open spaces and parks that form a green network that unites the Plan Area. The system of Open Spaces is categorized into seven types, ranging from verdant recreationally-activated parks to hardscaped civic plazas capable of hosting community events such as farmers markets and seasonal fairs. Open Spaces will contain a variety of programs, including playground areas for children, green expanses for sports fields, and linear park connections for passive strolling. The Open Space system is designed to provide a high level of connectivity throughout the neighborhood and a family of spaces

			offering a variety of experiences. (See Specific Plan, ch. 3.)
<p>Program C-1.2: The City of Seaside shall use the following recreation standards established for Fort Ord reuse and based on existing Seaside Community Standards:</p> <ul style="list-style-type: none"> <li>• Provide and equip neighborhood parks at the rate of two park acres per 1,000 people and community parks at the rate of one acre per 1,000 people.</li> <li>• 2015 demand for park area: 24 acres of neighborhood parks, 12 acres of community parks.</li> <li>• Full build-out demand for park area: 31 acres of neighborhood parks, 16 acres of community parks.</li> </ul>	N – The General Plan amendment does not change recreation standards or policies.	Ongoing ▲	The Seaside General Plan establishes the required ratios of parkland per 1,000 residents. The 2015 demand for parkland is affected by the rate of residential development. FORA Consistency Determinations with Seaside General Plan: 12/11/98 & 12/10/04.
<p>Program C-1.3: The City of Seaside shall designate land uses for the following park locations and acreages:</p> <ul style="list-style-type: none"> <li>• Community Park in housing area (Polygon 18): 50 acres.</li> <li>• Neighborhood Park near new golf course community (Polygon 15): 10 acres.</li> <li>• Neighborhood Park serving University Village Area (Polygon 20e): 5 acres.</li> <li>• Neighborhood Park with Recreation Center (Polygon 20h): 10 acres.</li> <li>• Community Park with equestrian/trailhead access to BLM: (Polygon 24): 25 acres.</li> </ul>	N – The General Plan amendment does not change park locations or acreages.	Complete ■	<p>The City of Seaside has re-located some of its open space and recreation parcels compared to the BRP Land Use Concept and the specific designation in this program; some of these changes are related to the reconfiguration of the Ord Community and the land swap with the U.S. Army.</p> <p>The 2004 Seaside General Plan includes the following changes compared to the list in this Program: Polygon 18 is designated for a regional park; The 10 acres of Polygon 15 designated for park (the Drumstick parcel) is designated for Regional Commercial; Polygon 20h is now Military Enclave; and</p> <p>FORA Consistency Determinations with Seaside General Plan:12/11/98 &amp; 12/10/04. The 2004 consistency determination included the changes noted above.</p> <p>Seaside has provided parkland within Polygon</p>

			20g (Soper Park, 4 acres) and open space walking trails in Polygon 20a (Seaside Highlands) and expanded the park in Polygon 24, for an approximately equal amount of total parkland.
<b>Recreation/Open Space Land Use Policy C-2:</b> The [jurisdiction] shall provide sufficient resources to operate and maintain the park facilities at the former Fort Ord.		See BRP Programs below	
Program C-2.1: The [jurisdiction] shall provide in the annual budget for a minimal recreation program at the time that each park is developed. The [jurisdiction] should also provide a budget for a complete recreation and park maintenance program when the population to be served by the park reaches one thousand residents.	Y	Ongoing ▲	Jurisdictions complete this program on an ongoing basis as projects and parks are developed. To date, park improvements associated with Seaside Highlands have been completed.  Once constructed, the party responsible for long-term maintenance of improvements will vary depending on whether they are dedicated for public use or privately owned. Currently, it is anticipated that the City will form a Community Facilities District to fund the maintenance of the City public improvements within the Specific Plan Area, and that an owner's association will maintain private improvements within the Specific Plan Area. (Specific Plan, sec. 6.4.2.)
Program C-2.2: Each park in [jurisdiction] should be developed and recreation equipment should be in place when approximately 50% of the residential dwelling units that will be served by the park have been constructed and occupied.	Y	Ongoing ▲	Jurisdictions complete this program on an ongoing basis as projects and parks are developed  The Specific Plan is designed to allow infrastructure to be built incrementally over time as the area develops. Certain public open space facilities that serve the entire Specific Plan Area will be constructed by the City and repaid

			through assessments or taxes over time. In connection with the subdivision of the Specific Plan Area, phasing plans will provide all infrastructure necessary to support each phase. As each phase of the Specific Plan with public infrastructure is built, the completed public infrastructure will be dedicated to the City or other applicable public agency or utility for ownership and maintenance.. (Specific Plan, sec. 6.4)
<b>Recreation/Open Space Land Use Policy C-3:</b> The City of Seaside shall coordinate land use designations for parks and recreation with adjacent uses and jurisdictions.		See BRP Programs below	
Program C-3.1: The City of Seaside shall include protection criteria in its plan for the community park in the Seaside Residential Planning Area (Polygon 24) for the neighboring habitat protection area in Polygon 25. Creation of this park will also require consideration of existing high-power electric lines and alignment of the proposed Highway 68 connector to General Jim Moore Boulevard.	N	Incomplete ●	Neither the park plan nor the protective criteria have been prepared to date.
Program C-3.2: The 50-acre community park in the University Planning Area (Polygon 18) should be sited, planned and managed in coordination with neighboring jurisdictions (CSUMB and County of Monterey).	N	Incomplete ●	Polygon 18 is now designated as High Density Residential. Seaside has provided other parkland within Polygon 20g (Soper Park, 4 acres) and open space walking trails in Polygon 20a (Seaside Highlands) and expanded the park in Polygon 24, for an equal amount of total parkland. Consistency determinations with Seaside General Plan 12/10/04.
Program C-3.3: The City of Seaside shall attempt to work out a cooperative park and recreation facilities agreement with MPUSD and CSUMB.	N	Incomplete ●	An agreement has not been prepared or approved.
<b>Objective D: Retain open space to enhance the appearance of special areas that serve as primary gateways to the Fort Ord area.</b>			

<p><b>Recreation/Open Space Land Use Policy D-1:</b> The [jurisdiction] shall protect the visual corridor along State Highway 1 to reinforce the character of the regional landscape at this primary gateway to the former Fort Ord and the Monterey Peninsula.</p>	<p>See BRP Programs below</p>		
<p>Program D-1.1: The [jurisdiction] shall designate the State Highway 1 corridor along the former Fort Ord as a special design district in its zoning code.</p>	<p>N</p>	<p>Complete ■</p>	<p>FORA has prepared Highway 1 design guidelines. The City of Seaside has a design review process and a Highway 1 Design Overlay Zone. The Highway 1 Design Overlay requires substantial landscaping with regionally-native plants for the purpose of protecting views from State Route 1. Buildings and building heights are restricted within 500 feet of the highway.</p>
<p>Program D-1.2: The [jurisdiction] shall develop special design standards for the State Highway 1 Special Design District textual (and not graphic) and establish a hierarchy of gateways as a part of these standards to help define the Fort Ord community and signify a sense of entry and threshold into the community.</p>	<p>N</p>	<p>Complete ■</p>	<p>See above</p>
<p>Program D-1.3: The City of Seaside shall designate the retail and open space areas along the Main Gate area (Polygon 15), the South Village mixed-use area (Polygon 20e), and a strip 500 feet wide (from the Caltrans Row) along State Highway 1 (Polygons 20a and 20h) as Special Design Districts to convey the commitment to high-quality development to residents and visitors.</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>These areas have not been designated as Special Design Districts.</p> <p>The Campus Town Specific Plan includes a Form-Based Code that sets goals and policies for future development. The Form-Based Code was based upon and is consistent with the provisions of the RUDG. FORA has indicated that Specific Plan “does a thorough job aligning the proposed project with the Regional Urban Design Guidelines.” (See Specific Plan, Sections 2.2, 3.3-3.6, 4.6.2, 4.6.3, 4.7; Project Final EIR, comment 3.8).</p>

<p>Program D-1.4: For this Special Design District, the [jurisdiction] shall provide for such features as setbacks and buffers, height limits, architectural quality, landscaping and pedestrian access, as well compatibility with surrounding areas as a part of the design standards.</p>	<p>Y – see Program D-1.3 above</p>	<p>Complete ■</p>	<p>See above. The Projects at Main Gate Specific Plan provides a 100 to 200 foot buffer area between the development and State Route 1, and limits heights to 40 feet within 300 feet of State Route 1. The Specific Plan includes architectural, landscape and pedestrian provisions.</p>
<p>Program D-1.5: The City of Seaside shall develop a coordinated building and landscape design plan in conjunction with FORA and CSUMB representatives to create a “grand entry” at the main gate entrance area and shall work with the State Department of Parks and Recreation to create a secondary entry. The landscape plan shall enhance and reinforce the regional character of the main entrance area.</p>	<p>N</p>	<p>Complete ■</p>	<p>FORA Consistency Determination for The Projects at Main Gate Specific Plan: 10/08/10. The City coordinated with FORA and CSUMB in preparing the specific plan. The specific plan addresses the goals laid out in BRP Program D-1.5.</p>
<p><b>INSTITUTIONAL LAND USE</b></p>			
<p><i>Objective A: Encourage proper planning on and adjacent to public lands so that uses on these lands are compatible.</i></p>			
<p><b>Institutional Land Use Policy A-1:</b> The [jurisdiction] shall review and coordinate with the universities, colleges and other school districts or entities, the planning of both public lands designated for university-related uses and adjacent lands.</p>		<p>See BRP Programs below</p>	
<p>Program A-1.1: The City of Seaside shall request to be included in the master planning efforts undertaken by the California State University and shall take an active role to ensure compatible land uses into [sic] transition between university lands and non-university lands.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>CSUMB adopted a campus master plan in 2007. The jurisdictions participate in regular coordination meetings held by CSUMB regarding land use.  The Specific Plan was created in coordination with CSUMB during a public design charrette. CSUMB faculty, students, and administrative personnel participated in the public design charrette. Additionally, the proposed Specific Plan was presented to the University community at CSUMB’s Student Center to receive additional feedback.  The Specific Plan includes “sub-areas,” each of</p>

			<p>which exhibits a distinct character. At the intersection of Lightfighter Drive and Colonel Durham Street, the Campus Adjacent Sub-Area is a small residential block that abuts the CSUMB campus. Given its boundaries, this Sub-Area is envisioned as a residential liner with an internal alley so that both the street and campus Frontages are appropriately defined. A common walkway lines the natural reserve to the north at CSUMB and the adjoining homes to link the university with the amenities at the Commercial Center. The University Village Sub-Area is envisioned as primarily serving the CSUMB community. By focusing development on student, faculty, and staff amenities the increasingly important 6th Avenue spine on campus is extended off campus to engage and interact with the community at large. The development has the potential for student and faculty housing; office; and research and development space over ground-floor retail; eating establishments; and entertainment venues. The Central Plaza facilitates the engagement between the transitory student body and the local permanent residents to foster a spirit of neighborly cohesion and community pride. (Specific Plan, sec. 2.3.)</p>
<p>Program A-1.2: The City of Seaside shall designate the land surrounding the CSUMB Planning Area for compatible use, such as Planned Development Mixed Use Districts, to encourage use of this land for a university and research oriented environment and to prevent the creation of pronounced boundaries between the campus and</p>	<p>Y</p>	<p>Complete ■</p>	<p>The 2004 Seaside General Plan includes Mixed Use designations for the land to the south of CSUMB. FORA Consistency Determinations with Seaside General Plan &amp; zoning code occurred on 12/10/04.</p>

surrounding communities.			The Campus Town Specific Plan is consistent with the Seaside General Plan. The Specific Plan establishes a mixed-use area for housing, shopping, services, jobs, office, and open space, which is compatible with the CSUMB campus. (See Specific Plan, chs. 1, 4.) See also response to Program A-1.1 above.
Program A-1.3: The City of Seaside shall review its zoning ordinance regulations on the types of uses allowed in areas adjacent to the CSUMB Planning Area District to promote compatibility of uses and adopt zoning standards to provide a suitable transition of land use types, density, design, circulation and roadways to the areas designated for university-related uses.	Y – see above	Complete ■	The City has adopted design and streetscape standards for the Mixed Use Commercial zone district to ensure pedestrian-oriented streetscapes in the areas near CSUMB. The zoning map and text changes and Specific Plan are consistent with the Seaside General Plan. The Specific Plan establishes a mixed-use area for housing, shopping, services, jobs, office, and open space, which is compatible with the CSUMB campus. (See Specific Plan, chs. 1, 4.) See also response to Program A-1.1 above.
Program A-1.4: The City of Seaside shall minimize the impacts of land uses which may be incompatible with public lands, such as a regional retail and entertainment use in the Gateway Regional Entertainment District located at the western entrance of the CSUMB campus. The City shall coordinate the planning of this site with CSUMB and the City of Marina.	N	Incomplete ●	The City adopted the Projects at Main Gate Specific Plan in August 2010. Coordination with Marina and CSUMB is not documented in the specific plan; however, both raised significant issues in comment letters on the EIR. FORA consistency determination has not been completed for the specific plan
<b>Objective B: Consider special needs of schools in developing land and infrastructure.</b>			
<b>Institutional Land Use Policy B-1:</b> The [jurisdiction] shall provide a (compatible and) safe environment for schools serving (former) Fort Ord areas when planning land use and infrastructure improvements.			See BRP Programs below
Program B-1.1: The [jurisdiction] shall review all planning	Y	Ongoing ▲	Projects are routed to appropriate agencies for

<p>and design for Fort Ord land use and infrastructure improvements in the vicinity of schools [sic] ensure appropriate compatibility including all safety standards for development near schools, as a condition of project approval.</p>			<p>review.</p> <p>The Specific Plan establishes a mixed-use area for housing, shopping, services, jobs, office, and open space, which is compatible with the CSUMB campus. Further, the Specific Plan features an urban form with a tightly woven and highly walkable gridded network of complete streets and paths that would improve pedestrian and bicycle mobility through the Plan Area. The Specific Plan would form an urban environment of streetscapes oriented and scaled to pedestrians and bicyclists. (See Specific Plan, chs. 1, 3, 4; Project EIR, ch. 4.10.)</p>
<p>Program B-1.2: The City of Seaside shall inform the Monterey Peninsula Unified School District of all proposed land use and infrastructure improvements which may impact school and college sites.</p>		<p>Ongoing ▲</p>	<p>Projects are routed to appropriate agencies for review.</p>
<p><b>Objective C: Encourage highest and best use of institutional lands associated with military enclave redevelopment at the former Fort Ord.</b></p>			
<p><b>Institutional Land Use Policy C-1:</b> The City of Seaside shall encourage opportunities for developing market-responsive housing in the POM Annex Military Enclave District at the former Fort Ord.</p>		<p>See BRP Program below</p>	
<p>Program C-1.1: The City of Seaside shall develop an agreement with the U.S. Army to implement the reconfiguration of institutional land use related to the POM Annex community.</p>	<p>N</p>	<p>Complete ■</p>	<p>The reconfigured POM Annex is shown on the 2004 Seaside General Plan land use map. City/Army agreement to swap Stillwell Kidney site for land near Lightfighter Drive, approved by City RDA 11/15/07.</p>
<p><b>Objective D: Provide for Community Design principles and guidelines for institutional development at the former Fort Ord.</b></p>			
<p><b>Institutional Land Use Policy D-1:</b> The [jurisdiction] shall support FORA in the preparation of regional urban design guidelines, including a scenic corridor design overlay area, to govern the visual quality of areas of regional importance.</p>		<p>See BRP Programs below, under Policy D-2</p>	
<p><b>Institutional Land Use Policy D-2:</b> The [jurisdiction] shall adhere to the General Development Character and Design Objectives of the Fort Ord Reuse Plan</p>		<p>See BRP Programs below</p>	

Framework for institutional development at the former Fort Ord.			
Program D-2.1: The [jurisdiction] shall prepare design guidelines for implementing institutional development on former Fort Ord lands consistent with the regional urban design guidelines (to be prepared by FORA) and the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework.	N – the Specific Plan does not include institutional uses	Ongoing ▲	The City of Seaside has a Highway 1 Design Overlay Zone but has not prepared design guidelines applicable to areas outside the Highway 1 corridor.
Program D-2.2: The [jurisdiction] shall review each institutional development proposal for consistency with the regional urban design guidelines and the General Development Character and Design Objectives of the Fort Ord Reuse Plan Framework.	N	Complete ■	The City of Seaside has a design review process that considers a project’s conformance to the applicable standards and guidelines.

**BASE REUSE PLAN - CIRCULATION ELEMENT**

Goal: Create and maintain a balanced transportation system, including pedestrian ways, bikeways, transit, and streets, to provide for the safe and efficient movement of people and goods to and throughout the former Fort Ord.			
CIRCULATION – STREETS AND HIGHWAYS			
Base Reuse Plan Objectives, Policies, & Programs	Is the policy/ program applicable to the subject action? (Y/N)	Completion status, per Reassessment Report	Notes from Reassessment Report
<i>Objective A: An efficient regional network of roadways that provides access to the former Fort Ord.</i>			
Streets and Roads Policy A-1: FORA and each jurisdiction with lands at former Fort Ord shall coordinate with and assist TAMC in providing funding for an efficient regional transportation network to access former Fort Ord and implement FORA’s Development and Resource Management Plan (DRMP).		See BRP Programs below	
Program A-1.1: Each jurisdiction through FORA’s DRMP, shall fund its “fair share” of “on-site,” “off-site” and “regional” roadway improvements based on the nexus analysis of the TAMC regional transportation model. The nexus is described in the Public Facilities Improvement Plan, Volume 3 of the Reuse Plan, as amended from time to time. The nexus has been updated to reflect TAMC’s re-prioritizing of improvements in the network and is reported in the “Fort Ord Regional Transportation Study,” prepared by TAMC, January 6, 1997.	Y	Ongoing ▲	<p>The transportation nexus study improvement program, and fee allocations were updated in 2005. FORA adopted a basewide Development Fee Schedule in 1999 and Community Facilities District Special Tax in 2002 to implement its financing program. The fee is paid for each development project as permits are issued.</p> <p style="background-color: yellow;">Development in the Campus Town Specific Plan area is subject to FORA CFD fees for roadway and transit improvements. In the event the FORA CFD is terminated, development in the Plan area is subject to a replacement fee to fund similar regional transportation improvements. Development also is subject to fees imposed by the Transportation Agency of Monterey County (TAMC) for regional transportation infrastructure improvements. (See Project</p>

			Development Agreement, Sec. 9(i), 9(g)(iii).
Program A-1.3: Each jurisdiction, through FORA’s DRMP shall participate in a regional transportation financing mechanism if adopted by TAMC, as provided in 3.11.5.3(a) of the DRMP. If not, FORA will collect and contribute Fort Ord’s “fair share” to construction of a roadway arterial network in and around the former Fort Ord. FORA’s participation in the regional improvements program constitutes mitigation of FORA’s share of cumulative impacts.	Y – see Program A-1.1 above		See above, for Program A-1.1.
Program A-1.4: In order for FORA to monitor the transportation improvements and to prevent development from exceeding FORA’s level of service standards, each jurisdiction shall annually provide information to TAMC and FORA on approved projects and building permits within their jurisdiction (both on the former Fort Ord and outside the former base), including traffic model runs, traffic reports, and environmental documents.	N	Ongoing ▲	Seaside provides annual development forecasts to FORA as part of FORA’s annual Capital Improvement Program preparation process.
<b>Objective B: Provide direct and efficient linkages from former Fort Ord lands to the regional transportation system.</b>			
<b>Streets and Roads Policy B-1:</b> FORA and each jurisdiction with lands at former Fort Ord shall design all major arterials within former Fort Ord to have direct connections to the regional network (or to another major arterial that has a direct connection to the regional network) consistent with the Reuse Plan circulation framework.			See BRP Programs below
Program B-1.1: Each jurisdiction shall coordinate with FORA to design and provide an efficient system of arterials consistent with Figures 4.2-2 (in the 2015 scenario) and Figure 4.2-3 (in the buildout scenario) in order to connect to the regional transportation network.	Y	Complete ■	All arterial roadways planned or constructed at Fort Ord connect to the regional network. No arterial roadways are proposed that are not included in the Fort Ord Reuse Plan.  The General Plan amendment and zoning map and text changes do not change connections to the regional transportation network. Further, the Specific Plan establishes an extensive

			<p>Thoroughfare Network to allow safe travel by vehicles, bicycles, and pedestrians. (See Specific Plan, Sec. 3.2-3.3.) Planned improvements include complete streets, two roundabouts, and a new traffic signal at the intersection of General Jim Moore Boulevard and the proposed Central Street. The Specific Plan provides detailed design intent and requirements to ensure safe and efficient travel along the two designated arterials in the Specific Plan Area, Lightfighter Drive east of General Jim Moore Boulevard General Jim Moore Boulevard. (See Specific Plan, ch. 3; Project EIR, ch. 4.10.)</p>
<p>Program B-1.2: Each jurisdiction shall identify and coordinate with FORA to designate local truck routes to have direct access to regional and national truck routes and to provide adequate movement of goods into and out of former Fort Ord.</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>The City has not adopted truck routes. General Plan Policy 3.17 prohibits trucks from residential streets (other than for local delivery). The Campus Town General Plan amendment does not change any policies related to the truck routes.</p> <p>State Route 1 is identified as part of the regional truck network. The freeway is intended to move goods efficiently in the cities of Marina and Seaside, between outlying agricultural uses, and packing/distribution centers. Additionally, the freeway serves to separate truck traffic from local streets where the larger vehicles may conflict with other uses. Access from the Campus Town area to State Route 1 is available via Lightfighter Drive. The City designates and describes streets that permit commercial vehicles exceeding three tons as truck routes</p>

			<p>with appropriate signage and is updating its General Plan to identify a truck route network to reduce impacts on residential neighborhoods. (See Specific Plan, sec. 1.9.4; Project EIR, ch. 4.14.)</p> <p>Conditions of approval on the Project's vesting tentative map (VTM) require preparation of a construction traffic management plan that must identify proposed truck routes. (See VTM COA M.)</p>
<b>Objective C: Provide a safe and efficient street system at the former Fort Ord.</b>			
<b>Streets and Roads Policy C-1:</b> Each jurisdiction shall identify the functional purpose of all roadways and design the street system in conformance with Reuse Plan design standards.		See BRP Programs below	
<p>Program C-1.1: Each jurisdiction shall assign classifications (arterial, collector, local) for each street and design and construct roadways in conformance with the standards provided by the Reuse Plan (Table 4.2-4 and Figure 4.2-4).</p>	Y	Complete ■	<p>The 2004 Seaside General Plan designates the functional purpose of each street, and includes cross-sections for several typical streets.</p> <p>The Campus Town Specific Plan includes various thoroughfare classifications and sections that are designed to accommodate the expected volumes of traffic associated with new development in Campus Town; the Thoroughfares' posted speeds are also their design speed so that the built infrastructure itself contributes to the safety and efficiency of the network.</p> <p>Lightfighter Drive is a multi-lane arterial in the West End Sub-Area of Campus Town. It transitions to a neighborhood street with a bikeway at Malmedy Road. General Jim Moore Boulevard is a multi-lane Arterial Street that bisects the Specific Plan Area. In order to calm</p>

			<p>traffic and signal to drivers that this area of General Jim Moore Boulevard is intended as a slower-moving, urban Street, two roundabouts are proposed along the Street, one at the intersection with Gigling Road and the other at Lightfighter Drive. It includes bike lanes and on-street parallel parking. The Specific Plan further incorporates various local streets (“Main Streets”) to serve pedestrians, bicycles, and slow-moving vehicles. These Main Streets also are designed to accommodate specific uses within each sub-area of the Specific Plan. The Specific Plan includes detailed cross-sections of each street, depicting a multimodal design that allows vehicles, bicyclists, and pedestrians to safely travel from location to location. (Specific Plan, sec. 3.3.)</p>
<p>Program C-1.2: Each jurisdiction shall preserve sufficient right-of-way for anticipated future travel demands based on buildout of the FORA Reuse Plan.</p>	N	Complete ■	<p>The 2004 Seaside General Plan designates street rights-of-way anticipated to serve Fort Ord at build-out.</p>
<p>Program C-1.3: Each jurisdiction shall assign an appropriate threshold performance standard for its roadway system in order to measure the impacts of future growth on the system.</p>	Y	Complete ■	<p>2004 Seaside General Plan Policy C-1.2 establishes an acceptable level of service of LOS C.</p> <p>The General Plan amendment provides that the Campus Town Specific Plan area and its associated transportation improvements shall utilize a vehicle miles traveled (“VMT”) approach (rather than an LOS approach) for transportation analysis to help reduce transportation-related greenhouse gas emissions and provide for multimodal access. Senate Bill (“SB”) 743 changes the way that public agencies</p>

			<p>evaluate the transportation impacts of projects under CEQA, recognizing that roadway congestion, while an inconvenience to drivers, is not itself an environmental impact (see Pub. Resource Code, Section 21099, subd. (b)(2)). The SB 743 guidelines replace congestion-based metrics, such as auto delay and level of service, with VMT as the basis for determining significant impacts.</p> <p>Development of the project is anticipated to reduce VMT in the Plan area, therefore reducing regional transportation impacts. (See Project EIR, ch. 4.10, 4.14, Appx. K.)</p>
<p>Program C-1.4: Each jurisdiction shall design and construct the roadway network consistent with the phasing program identified in the Fort Ord Business and Operations Plan (Appendix B of the Reuse Plan).</p>	N	Ongoing ▲	<p>Regional roadway phasing is determined by TAMC and FORA based on anticipated funding, and is carried out by the appropriate entity accordingly.</p>
<p>Program C-1.5: Each jurisdiction shall designate arterials and roadways in commercially zoned areas as truck routes.</p>	Y	Incomplete ●	<p>The City has not adopted truck routes. General Plan Implementation Plan C-1.7.1: discourages truck routes in residential area.</p> <p>The Campus Town General Plan amendment does not change any policies related to the truck routes.</p> <p>State Route 1 is identified as part of the regional truck network. The freeway is intended to move goods efficiently in the cities of Marina and Seaside, between outlying agricultural uses, and packing/distribution centers. Additionally, the freeway serves to separate truck traffic from local streets where the larger vehicles may conflict with other uses. Access from the Campus Town area to State Route 1 is available</p>

			<p>via Lightfighter Drive. The City designates and describes streets that permit commercial vehicles exceeding three tons as truck routes with appropriate signage and is updating its General Plan to identify a truck route network to reduce impacts on residential neighborhoods. (See Specific Plan, sec. 1.9.4; Project EIR, ch. 4.14.)</p> <p>Conditions of approval on the Project's vesting tentative map (VTM) require preparation of a construction traffic management plan that must identify proposed truck routes. (See VTM COA M.)</p>
<p><b>Streets and Roads Policy C-2:</b> Each jurisdiction shall provide improvements to the roadway network to address high accident locations.</p> <p>Seaside</p>		See BRP Program below	
<p>Program C-2.1: Each jurisdiction shall collect accident data, identify and assess potential remedies at high accident locations and implement improvements to lower the identified high accident rates.</p>	N	Ongoing ▲	Jurisdictions are required to implement this program under state law.
<p><b>Objective D: Provide an adequate supply of on-street parking.</b></p>			
<p><b>Streets and Roads Policy D-1:</b> Each jurisdiction shall provide a program of on-street parking.</p>		See BRP Programs below	
<p>Program D-1.1: Each jurisdiction shall provide on-street parking, as appropriate, with design and construction of all urban roadways.</p>	Y	Complete ■	<p>The typical street cross sections in the 2004 Seaside General Plan include room for parking on residential and collector streets.</p> <p>The Campus Town Specific Plan thoroughfare network includes detailed cross-sections of each street, depicting on-street parking for certain street classifications as appropriate to serve surrounding uses. (Specific Plan, sec. 3.3.)</p>

<p>Program D-1.2: Each jurisdiction shall provide adequate parking in urban areas for persons with disabilities, either as on-street parking on urban roadways or as on-site parking.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The City of Seaside is subject to and complies with the requirements of the Americans with Disability Act to ensure development projects provide adequate access.</p> <p>As part of its review of development plans within the Specific Plan Area, the City will ensure compliance with applicable laws, including the ADA. (Specific Plan, ch. 6)</p>
<p>Program D-1.3: Each jurisdiction shall evaluate all new development proposals for the need to provide on-street parking as a part of the overall on-street [sic] parking program.</p>	<p>Y – see Program D-1.1 above</p>	<p>Ongoing ▲</p>	<p>On-street parking is evaluated in areas where on-street parking is desired, such as residential areas and mixed use business districts.</p>
<p><b>CIRCULATION – TRANSIT</b></p>			
<p><i>Objective A: Provide convenient and comprehensive bus service.</i></p>			
<p><b>Transit Policy A-1:</b> Each jurisdiction with lands at former Fort Ord shall coordinate with MST to provide regional bus service and facilities to serve the key activity centers and key corridors within former Fort Ord.</p>		<p>See BRP Programs below</p>	
<p>Program A-1.1: Each jurisdiction shall identify key activity centers and key corridors, coordinate with MST to identify bus routes that could serve former Fort Ord, and support MST to provide service responsive to the local needs.</p>	<p>Y</p>	<p>Complete ■/ Ongoing ▲</p>	<p>2004 Seaside General Plan Policy C-3.3 encourages transit-oriented development in key areas of the City where transit service is provided.</p> <p>Development in the Campus Town Specific Plan area will not interfere with existing transit facilities or conflict with planned transit facilities or adopted transit system plans, guidelines, policies, or standards included in the Association of Monterey Bay Governments Metropolitan Transportation Plan/Sustainable Communities Strategy, TAMC Regional Transportation Plan, Base Reuse Plan, or Seaside General Plan. The project also will implement new transit facilities in the Specific Plan area based on guidance from MST and</p>

			<p>likely result in new transit routes that will benefit transit ridership, circulation, and access. (See Project EIR, ch. 4.14.)</p> <p>The Specific Plan provides for “complete streets” that include multimodal facilities that allow for multiple modes to travel safely and comfortably along the thoroughfare, such as bike lanes, comfortable pedestrian sidewalks, transit stops with shelters, and multi-use paths. The Campus Town Specific Plan was designed to create a transit-oriented corridor at Lightfighter Drive and General Jim Moore Boulevard and at 6th Avenue and Gigling Road. Additionally, the Fort Ord Base Reuse Plan contemplates a transit center on the border of the City of Seaside and the City of Marina at Second Avenue near Lightfighter Drive. Between these Transit Oriented Development areas, the entirety of the Campus Town project meets the criteria outlined in California Public Resources Code Section 21155(a) as “high quality transit corridor.” (See Specific Plan, sec. 3.2.)</p>
<p>Program A-1.2: Each jurisdiction shall develop a program to identify locations for bus facilities, including shelters and turnouts. These facilities shall be funded and constructed through new development and/or other programs in order to support convenient and comprehensive bus service.</p>	<p>Y – see Program A-1.1 above</p>	<p>Incomplete ● Ongoing ▲</p>	<p>Local jurisdictions coordinate the location of transit stops with MST. The City does not specifically collect fees for development of transit facilities, although transit facilities can be included within the requirements for frontage improvements.</p>
<p>Program A-1.3: Each jurisdiction shall identify the need for transit/paratransit services for the elderly and disabled and coordinate with and support MST to implement the needed transit services.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Local jurisdictions coordinate the provision of special transit services with MST Seaside General Plan Implementation Plan C-3.2.1 encourages the provision of transit services for special needs populations..</p> <p>Development in the Campus Town Specific</p>

			Plan area will not interfere with existing transit facilities or conflict with planned transit facilities or adopted transit system plans, guidelines, policies, or standards. The project also will implement new transit facilities in the Specific Plan area based on guidance from MST and likely result in new transit routes that will benefit transit ridership, circulation, and access. All transit users with physical and/or cognitive disabilities may have access to the MST para-transit service known as RIDES, which operates on a point-to-point basis. (See Project EIR, chs. 1.9, 4.14; Project EIR, ch. 4.14.)
<b><i>Objective B: Promote passenger rail service that addresses transportation needs for the former Fort Ord.</i></b>			
<b>Transit Policy B-1:</b> Each jurisdiction shall support TAMC and other agencies to provide passenger rail service that addresses transportation needs for former Fort Ord.		See BRP Program below	
Program B-1.1: Each jurisdiction shall support TAMC and other agencies to assess the need, feasibility, design and preservation of rights-of-way for passenger rail service that addresses transportation needs at former Fort Ord.	N	Ongoing ▲	Local agencies participate in this effort through their representation on the TAMC Board of Directors.
<b><i>Objective C: Promote intermodal connections that address the transportation needs for the former Fort Ord.</i></b>			
<b>Transit Policy C-1:</b> Each jurisdiction shall support the establishment of intermodal centers and connections that address the transportation needs at former Fort Ord.		See BRP Program below	

<p>Program C-1.1: Each jurisdiction shall coordinate with and support TAMC and MST to identify the need, location, and physical design of intermodal centers and regional and local transportation routes to connect with the intermodal centers.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Local agencies participate in this effort through their representation on the TAMC Board of Directors.</p> <p>Development in the Campus Town Specific Plan area will not interfere with existing transit facilities or conflict with planned transit facilities or adopted transit system plans, guidelines, policies, or standards included in the Association of Monterey Bay Governments Metropolitan Transportation Plan/Sustainable Communities Strategy, TAMC Regional Transportation Plan, Base Reuse Plan, or Seaside General Plan. The project also will implement new transit facilities in the Specific Plan area based on guidance from MST and likely result in new transit routes that will benefit transit ridership, circulation, and access. (See Project EIR, ch. 4.14.)</p> <p>The Specific Plan provides for “complete streets” that include multimodal facilities that allow for multiple modes to travel safely and comfortably along the thoroughfare, such as bike lanes, comfortable pedestrian sidewalks, transit stops with shelters, and multi-use paths. The Campus Town Specific Plan was designed to create a transit-oriented corridor at Lightfighter Drive and General Jim Moore Boulevard and at 6th Avenue and Gigling Road. Additionally, the Fort Ord Base Reuse Plan contemplates a transit center on the border of the City of Seaside and the City of Marina at Second Avenue near Lightfighter Drive. Between these Transit Oriented Development areas, the entirety of the Campus Town project meets the criteria outlined in California Public Resources Code Section 21155(a) as “high quality transit corridor.” (See Specific Plan, sec. 3.2.)</p>
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CIRCULATION – PEDESTRIAN AND BICYCLES		(Draft)	(Draft)
<i>Objective A: Provide a pedestrian system that supports the needs of Fort Ord residents, employees, students, and visitors.</i>			
<b>Pedestrian and Bicycles Policy A-1:</b> Each jurisdiction shall provide and maintain an attractive, safe and comprehensive pedestrian system.		See BRP Program below	
<p>Program A-1.1: Each land use jurisdiction shall prepare a Pedestrian System Plan that includes the construction of sidewalks along both sides of urban roadways, sidewalks and pedestrian walkways in all new developments and public facilities, crosswalks at all signalized intersections and other major intersections, where warranted, and school safety features. This plan shall be coordinated with adjacent land use jurisdictions, FORA, and appropriate school entities.</p>	Y	Incomplete ●	<p>The City of Seaside has not adopted a pedestrian plan. 2004 Seaside General Plan Implementation Plan C-3.4.2 calls for complete pedestrian facilities within the City, focusing on new development and key existing areas. The TAMC plan referenced below also identifies pedestrian improvement projects in Seaside.</p> <p>The Campus Town Specific Plan provides for a multimodal design that would allow vehicles, bicyclists, and pedestrians to travel safely through the Plan Area. Improvements include complete streets, roundabouts, traffic signals, multiuse paths, and pedestrian crossings. The project also results in improved street network connectivity, achieving a motorized intersection density of 235 intersections per square mile for motorized intersections, and 540 intersections per square mile for combined motorized and non-motorized intersections. (See Specific Plan, ch. 3; Project EIR, ch. 4.10.)</p>
<i>Objective B: Provide a bicycle system that supports the needs of Fort Ord residents, employees, students, and visitors.</i>			
<b>Pedestrian and Bicycles Policy B-1:</b> Each jurisdiction shall provide and maintain an attractive, safe and comprehensive bicycle system.		See BRP Programs below	
<p>Program B-1.1: Each jurisdiction shall prepare a Bicycle System Plan that includes an overall bicycle network consistent with the Reuse Plan (Figure 4.2- 6) and local</p>	Y	Complete ■	<p>The City of Seaside adopted its Bikeways Transportation Master Plan in 2007. The plan meets state guidelines for bicycle plans.</p>

<p>bicycle networks with the appropriate class of bikeways for each functional class of roadway. The Bicycle System Plan shall include appropriate design standards to accommodate bicycle travel and secure bicycle parking facilities at public and private activity centers. This plan shall be coordinated with adjacent land use jurisdictions, FORA, and appropriate school entities.</p>			<p>The Specific Plan provides for expanded multi-modal connectivity by providing pedestrian and bicycle improvements and facilities. Wide sidewalks are planned on both sides of every street, and additional pedestrian and bike trails are planned. Every street is designed to accommodate bike traffic. The majority of new streets are designed for slow-moving traffic with one travel lane in each direction. Bicycle lanes are also provided on certain key streets, while on other streets in the Plan Area bicycles and vehicles would share the roadway. (See Specific Plan, chs. 2, 3; Project EIR, chs. 4.10, 4.14.)</p>
<p>Program B-1.2: Each jurisdiction shall review new development to provide bicycle system facilities consistent with the Reuse Plan and the Bicycle System Plan concurrently with development approval.</p>	<p>Y – See Program B-1.1 above</p>	<p>Ongoing ▲</p>	<p>Local jurisdictions include a review of transportation improvements in their development review.</p>
<p><b>CIRCULATION – TRANSPORTATION DEMAND MANAGEMENT</b></p>			
<p><i>Objective A: Deemphasize the need for vehicle travel to and within the former Fort Ord.</i></p>			
<p><b>Transportation Demand Management Policy A-1:</b> TDM programs shall be encouraged.</p>		<p>See BRP Programs below</p>	
<p>Program A-1.1: Promote TDM programs at work sites. Specific measures that can be pursued at the work site include: compressed work weeks, staggered/flexible work hours, telecommuting, on-site ridesharing, public transit subsidies, guaranteed ride home, bicycle facilities, and parking pricing.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>2004 Seaside General Plan Implementation Plan C-2.2.2 encourages TDM programs. Development of the Campus Town Specific Plan is conditioned on development of a Greenhouse Gas Reduction Program that reduces GHG emissions to net zero over the operational life of the project. This condition includes various options that may be used singularly or in combination to accomplish</p>

			<p>reduction goals, including residential and commercial TDM programs that provide: guaranteed rides home from campus; TDM coordinator or website to provide transit information and/or coordinate ridesharing; additional bicycle parking and/or shower and changing facilities; bike share; priority parking for carpools and vanpools; and emergency ride home program. (MMRP, GHG-1(d).)</p> <p>The Greenhouse Gas Reduction Plan included in the Final EIR for the Project indicates that the Specific Plan's land use design encourages increased use of alternative modes of transportation such as biking and walking through complete street designs; construction of bikeways; increased transit; and proximity to jobs, shopping, and retail. Additionally, the Plan Area is entirely within the former Fort Ord area and is considered an infill development site. (Final EIR, Appendix 6, Greenhouse Gas Reduction Plan, p. 2)</p>
Program A-1.2: Promote TDM programs in residential developments, retail centers, and other activity centers.	Y – see Program A-1.1 above	Ongoing ▲	See above
Program A-1.3: Require new development to incorporate design features that will strengthen TDM programs.	Y – see Program A-1.1 above	Ongoing ▲	See above
Program A-1.4: Enforce CMP trip reduction programs.	Y	Ongoing ▲	<p>MBUAPCD has such requirements such as monitoring holding time at signal lights. TAMC addresses this through carrying capacity on roads.</p> <p>See above</p>

CIRCULATION – LAND USE AND TRANSPORTATION			
<i>Objective A: A transportation system that supports the planned land use development patterns.</i>			
<b>Land Use and Transportation Policy A.1:</b> Each jurisdiction with lands at former Fort Ord shall coordinate land use and transportation planning both internally and with adjacent jurisdictions consistent with the Reuse Plan circulation framework.		See BRP Programs below	
Program A.1-1: Each jurisdiction shall support development of a travel demand model covering lands at former Fort Ord to help evaluate the relationship between land use and transportation system.	N	Ongoing ▲	TAMC maintains a traffic model that local jurisdictions can utilize in their transportation planning.
Program A-1.2: Each jurisdiction with lands at former Fort Ord shall require new developments to conduct a traffic analysis to determine impacts on traffic conditions, require measures such as TDM programs and traffic impact fees to mitigate these impacts.	Y	Ongoing ▲	Each jurisdiction has defined standards as to when a traffic impact analysis is required. Traffic impact analysis and mitigation, as needed, is also required for all applicable development projects under CEQA.  The Campus Town EIR includes a full transportation analysis of the Specific Plan. Development of the Campus Town Specific Plan is anticipated to reduce vehicle miles traveled in the Plan area, therefore reducing regional transportation impacts. (See Project EIR, ch. 4.14 and Appendix K.)  Development also is subject to FORA CFD fees for roadway and transit improvements. In the event the FORA CFD is terminated, development in the Plan area is subject to a replacement fee to fund similar regional transportation improvements. Development also is subject to fees imposed by the Transportation Agency of Monterey County (TAMC) for regional transportation

			<p>infrastructure improvements. (See Project Development Agreement, Sec. 9(i), 9(g)(iii).)</p> <p>Also see Program A-1.1 above</p>
<p><b>Land Use and Transportation Policy A.2:</b> The transportation system to serve former Fort Ord lands shall be designed to reflect the needs of surrounding land uses, proposed densities of development, and shall include streets, pedestrian access, bikeways and landscaping as appropriate.</p> <p>Seaside</p>		<p>See BRP Program below</p>	
<p>Program A.2-1: Each jurisdiction with lands at former Fort Ord shall develop transportation standards for implementation of the transportation system, including but not limited to, rights-of-way widths, roadway capacity needs, design speeds, safety requirements, etc. Pedestrian and bicycle access shall be considered for all [sic] incorporation in all roadway designs.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Each jurisdiction’s public works department has design standards for transportation facilities. Local standards are typically based on the Caltrans Highway Design Manual, which incorporates standards and guidelines for all types of roadways and includes guidance for non-motorized access. TAMC also oversees regional facilities.</p> <p>The Campus Town Specific Plan provides for a multimodal design that would allow vehicles, bicyclists, and pedestrians to travel safely through the Plan Area. Improvements include complete streets, roundabouts, traffic signals, multiuse paths, and pedestrian crossings. The project also results in improved street network connectivity, achieving a motorized intersection density of 235 intersections per square mile for motorized intersections, and 540 intersections per square mile for combined motorized and non-motorized intersections. (See Specific Plan, ch. 3; Project EIR, ch. 4.10.)</p>

**BASE REUSE PLAN - RECREATION AND OPEN SPACE ELEMENT**

Goal: Establish a unified open space system which preserves and enhances the health of the natural environment while contributing to the revitalization of the former Fort Ord by providing a wide range of accessible recreational experiences for residents and visitors alike.			
Base Reuse Plan Objectives, Policies, & Programs	Is the policy/ program applicable to the subject action? (Y/N)	Completion status, per Reassessment Report	Notes from Reassessment Report
<i>Objective A: Integrate the former Fort Ord’s open spaces into the larger regional open space system, making them accessible as a regional resource for the entire Monterey Peninsula.</i>			
Recreation Policy A-1: The [jurisdiction] shall work with the California State Park System to coordinate the development of Fort Ord Beach State Park.	N	Complete ■	The CDPR completed the Fort Ord Dunes State Park Master Plan in September 2004.
<i>Objective B: Protect scenic views, and preserve and enhance visual quality.</i>			
Recreation Policy B-1: The [jurisdiction] shall designate a Scenic Corridor adjacent to Highway 1 to preserve and enhance the State Highway 1 viewshed.		See BRP Programs below	
Program B-1.1: The [jurisdiction] shall establish guidelines for minimum landscaping standards within the corridor which incorporate a regional landscape theme with regards to permitted plantings, as well as other design features.	N – The Campus Town Specific Plan area is not located in the Highway 1 design corridor.	Complete ■	FORA has adopted Highway 1 design guidelines (see above). The City of Seaside has a design review process and a Highway 1 Design Overlay Zone.
Program B-1.2: The City of Seaside shall require that all development within the Regional Retail and Golf Course Housing Districts incorporate landscape buffers adequate to visual intrusion into the State Highway 1 Scenic Corridor.	N	Ongoing ▲	See above. FORA Consistency Determination with The Projects at Main Gate Specific Plan: 10/8/10 FORA’s development entitlement consistency determination process provides a mechanism for more specifically evaluating conformance with this program. This project

			has not yet been entitled at the development permit level.
<p><b>Recreation Policy B-2:</b> The City of Seaside shall establish landscape gateways into the former Fort Ord along major transportation corridors with the intent of establishing a regional landscape character.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The Seaside General Plan Urban Design Element shows City gateways at State Route 1 and Lightfighter Drive, and at the eastern end of Gigling Road. Implementation Plan UD-1.1.1 provides direction for gateway design. The Projects at Main Gate Specific Plan includes setbacks from State Route 1, height restrictions within the FORA scenic corridor, and tree preservation requirements along State Route 1. There are no specific gateway policies in the Specific Plan. The Seaside Highlands project pre-dates the FORA Highway 1 Design Guideline, however, the EIR required set-backs and landscape treatments along the Monterey Road gateway to Fort Ord.</p> <p>The Campus Town Specific Plan includes a Form-Based Code that sets goals and policies for future development. The Form-Based Code was based upon and is consistent with the provisions of the RUDG. (See Specific Plan, ch. 3; Project EIR, ch. 4.1).</p> <p>The Specific Plan also includes a conceptual street tree plan, which provides for the location and type of street trees that will be planted along different thoroughfares. Street trees have been selected for several features including higher canopies to provide visibility at the street level, ornamental or seasonal aesthetic value, shade and density, and climate suitability. (Specific Plan, figure 3.25, sec. 3.5.1.)</p>
<p><i>Objective C: Promote the goals of the Habitat Management Plan through the sensitive siting and integration of recreation areas which enhance the natural community.</i></p>			

<p><b>Recreation Policy C-1:</b> The [jurisdiction] shall establish an oak tree protection program to ensure conservation of existing coastal live oak woodlands in large corridors within a comprehensive open space system.</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>This program has not been established.</p> <p>The Campus Town Specific Plan sets aside a “tree save” area with live oak trees within the Plan Area (approximately 1.5 acres). The project provides for the incorporation of new trees, which include coast live oak, and requires replacement of removed coast live oak trees recommended for preservation at a ratio of 1:1 on site or 1:5 off site. (Specific Plan, ch. 3.)</p>
<p><i>Objective D: Establish a system of community and neighborhood parks which provide recreation opportunities reflective of local community standards.</i></p>			
<p><b>Recreation Policy D-1:</b> The [jurisdiction] shall designate and locate park facilities to adequately serve the current and projected population of [the jurisdiction] within the former Fort Ord for both active recreation as well as to provide for passive uses such as scenic vistas, fish and wildlife habitat, and nature study.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The Seaside General Plan provides for numerous recreational and open space areas, and requires a minimum ratio of parks to residents.</p> <p>The Campus Town Specific Plan is consistent with the Seaside General Plan. The Specific Plan includes a series of open spaces and parks that form a green network that unites the Plan Area. The system of Open Spaces is categorized into seven types, ranging from verdant recreationally-activated parks to hardscaped civic plazas capable of hosting community events such as farmers markets and seasonal fairs. Open Spaces will contain a variety of programs, including playground areas for children, green expanses for sports fields, and linear park connections for passive strolling. The Open Space system is designed to provide a high level of connectivity throughout the neighborhood and a family of spaces offering a variety of experiences. (See Specific</p>

			Plan, ch. 3.)
<b>Recreation Policy D-2:</b> The City of Seaside shall develop active parkland within the former Fort Ord within the 2015 time frame which reflects the adopted City of Seaside standard of 2 acres of neighborhood parkland and 1 acre of community parkland per 1,000 population.	N – The General Plan amendment does not change recreation standards or policies.	Ongoing ▲	The City of Seaside General Plan reserves portions of Fort Ord under three categories: parks and open space; habitat management; and recreational commercial, each of which preserves open space for a specific type of use. Seaside General Plan Policy COS-1.1 and related programs establish park and open space requirements. The Seaside General Plan establishes the required ratios of parkland per 1,000 residents. The 2015 demand for parkland is affected by the rate of residential development.
<b>Recreation Policy D-3:</b> The [jurisdiction] shall maximize use of existing former military recreation facilities as a catalyst for creation of quality parks and recreation opportunities	N	Ongoing ▲	Seaside has refurbished the Soper Field park on Coe Avenue and reconstructed much of the Black Horse and Bayonet golf courses. All of these former U.S. Army facilities are in use.
<b>Recreation Policy D-4:</b> The [jurisdiction] shall develop a plan for adequate and long-term maintenance for every public park prior to construction.	Y	Incomplete ●	The parks identified in the BRP have not been constructed.  Currently, it is anticipated that the City will form a Community Facilities District to fund the maintenance of the City public parks within the Specific Plan Area. (Specific Plan, sec. 6.4.2.)
<b>Objective E: Create opportunities for economic revitalization of the former Fort Ord through encouragement of commercial recreation opportunities in appropriate settings.</b>			
<b>Recreation Policy E-1:</b> The City of Seaside shall identify an appropriate amount of commercial recreation opportunity sites in compatible settings to ensure that these recreation opportunities are realized. These uses will be considered compatible land uses where identified.		See BRP Program below	
Program E-1.1: The City of Seaside shall designate the	N	Complete ■	The Seaside General Plan includes two large

<p>existing golf course as a recreation opportunity site, and to be operated as a commercial venture.</p>			<p>commercial recreation sites. The golf courses are designated for commercial recreation and the City has a lease for operation of the golf courses.</p>
<p><b>Recreation Policy F-1:</b> The City of Seaside shall reserve sufficient space within key transportation arterials to accommodate paths for alternative means of transportation.</p> <p>Note: There are no associated Programs for this Policy.</p>	<p>Y</p>	<p>Complete ■</p>	<p>Pedestrian and bicycle trails have been accommodated within the General Jim Moore Boulevard right-of-way. There is ample room to accommodate a trail on the east side of Monterey Road. The trail shown on Military Avenue (outside Fort Ord) would need to be accommodated on the street/sidewalk, but the connection to Coe Avenue has been constructed.</p> <p>The Specific Plan provides for expanded multi-modal connectivity by providing pedestrian and bicycle improvements and facilities. Wide sidewalks are planned on both sides of every street, and additional pedestrian and bike trails are planned. Every street is designed to accommodate bike traffic. The majority of new streets are designed for slow-moving traffic with one travel lane in each direction. Bicycle lanes are also provided on certain key streets, while on other streets in the Plan Area bicycles and vehicles would share the roadway. (See Specific Plan, chs. 2, 3; Project EIR, chs. 4.10, 4.14.)</p>
<p><b>Recreation Policy F-2:</b> The [jurisdiction] shall encourage the development of alternative means of transportation for recreation and other travel.</p>	<p>See BRP Programs below</p>		
<p>Program F-2.1: The [jurisdiction] shall adopt a Comprehensive Trails Plan, and incorporate it into its General Plan. This Trail Plan will identify desired</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>Seaside has a bicycle plan that includes some “Class I” (off-street) bicycle/pedestrian facilities. However, a Comprehensive Trails</p>

<p>hiker/biker and equestrian trails within the portion of the former Fort Ord within [jurisdiction's] jurisdiction, create a trail hierarchy, and coordinate trail planning with other jurisdictions within Fort Ord boundaries in order to improve access to parks, recreational facilities and other open space.</p>			<p>Plan responding to all the criteria outlined in this program has not been developed.</p> <p>The Specific Plan area will be fully integrated into the overall bicycle and trails network. Connections to existing and proposed trails will ensure that seamless connections to and through the Specific Plan Area effectively provide access to the greater community. FORTAG trail spurs and separately planned bicycle infrastructure improvements will connect with the proposed bikeways within the Specific Plan Area. (See Specific Plan, chs. 2, 3.)</p>
<p><b>Objective G: Use open space wherever possible to create an attractive setting for the former Fort Ord's new neighborhoods and institutions.</b></p>			
<p><b>Recreation Policy G-1:</b> The [jurisdiction] shall use incentives to promote the development of an integrated, attractive park and open space system during the development of individual districts and neighborhood's [sic] within the former Fort Ord (to encourage recreation and the conservation of natural resources).</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>No park development incentives are known to have been developed.</p> <p>The Campus Town Specific Plan includes a series of open spaces and parks that form a green network that unites the Plan Area. The system of Open Spaces is categorized into seven types, ranging from verdant recreationally-activated parks to hardscaped civic plazas capable of hosting community events such as farmers markets and seasonal fairs. Open Spaces will contain a variety of programs, including playground areas for children, green expanses for sports fields, and linear park connections for passive strolling. The Open Space system is designed to provide a high level of connectivity throughout the neighborhood and a family of spaces offering a variety of experiences.</p>

			The Open Space system also provides linkages and connections to open natural space outside of the Plan area. The Specific Plan includes a gateway feature to promote the Fort Ord National Monument (See Specific Plan, ch. 3.)
<b>Recreation Policy G-2:</b> The [jurisdiction] shall encourage the creation of private parks and open space as a component of private development within the former Fort Ord.	Y – see Policy G-1 above	Incomplete ●	No programs to encourage private park development are known.
<b>Recreation Policy G-3:</b> The [jurisdiction] shall adopt landscape standards to guide development of streetscapes, parking lots, government facilities, institutional grounds, and other public and semi-public settings within the former Fort Ord.	Y	Complete ■ / Ongoing ▲	The City of Seaside has a design review process and a Highway 1 Design Overlay Zone. The Highway 1 Design Overlay requires substantial landscaping with regionally-native plants for the purpose of protecting views from State Route 1.  The Campus Town Specific Plan requires specific street trees and landscape planting types, the location of which would be determined by their location and function. In accordance with RUDG landscape palettes, the appropriate incorporation of suitable street trees and vegetation were selected to provide visibility at the street level, ornamental or seasonal aesthetic value, shade and density, and climate suitability. Minor street trees have been selected for their drought tolerance, growth rate, and low maintenance. (Specific Plan, ch. 3.)
<b>Recreation Policy G-4:</b> The [jurisdiction] shall coordinate the development of park and recreation facilities with neighboring jurisdictions including the City of Marina, City of Seaside, Monterey County, CSUMB, California State Parks, Monterey Peninsula Regional Parks District, and the Bureau of Land	N	Incomplete ●	There are no known programs for coordination of parklands.

Management.			
<b><i>Objective H: Promote environmental education.</i></b>			
<b>Recreation Policy H-1:</b> The [jurisdiction] shall work with educational and environmental institutions and organizations to create opportunities for environmental learning experiences on [jurisdiction's] habitat management lands.	N	Ongoing ▲	The jurisdictions are required through deed restrictions to implement the HMP, which includes educational programs. At this point no specific programs are in place.

**BASE REUSE PLAN – CONSERVATION ELEMENT**

Goal: Promote the protection, maintenance and use of natural resources, with special emphasis on scarce resources and those that require special control and management.			
CONSERVATION - SOILS AND GEOLOGY		(Draft)	(Draft)
Base Reuse Plan Objectives, Policies, & Programs	Is the policy/ program applicable to the subject action? (Y/N)	Completion status, per Reassessment Report	Notes from Reassessment Report
<i>Objective A: Prevent soil transport and loss caused by wind and water erosion and promote construction practices that maintain the productivity of soil resources.</i>			
Soils and Geology Policy A-1: In the absence of more detailed site-specific information, the [jurisdiction] shall use the Natural Resources Conservation Service’s Soil Survey of Monterey County in determining the suitability of soil for particular land uses.	Y	Ongoing ▲	<p>As a routine step in the planning and development review processes, jurisdictions use the best available data to evaluate soil suitability for different land uses. Review of soils is also a required component of CEQA.</p> <p style="background-color: yellow;">Construction activities in the Specific Plan area that disturb one or more acres of land surface are subject to the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities adopted by the SWRCB. Permit conditions require the development of a SWPPP, which must describe the site, the facility, erosion and sediment controls, runoff water quality monitoring, means of waste disposal, implementation of approved local plans, control of construction sediment and erosion control measures, maintenance responsibilities,</p>

		<p>and non-stormwater management controls. Inspection of construction sites before and after storms is also required to identify stormwater discharge from the construction activity and to identify and implement erosion controls, where necessary.</p> <p>Additionally, the Monterey Regional Stormwater Management Program has developed BMPs for Construction Site Best Management Practices within the City of Seaside. Such construction BMPs include material storage including covering of stockpiles during the day, and particularly during rain and wind events, silt fencing, straw wattles, stabilized construction entrances, routine cleaning, equipment lubricant drip pans, dust control measures including water trucks. These measures would be incorporated into the SWPPP BMP requirements. Compliance with the Construction General Permit is reinforced through Seaside Municipal Code Chapter 15-32, Standards to Control Excavation, Grading, Clearing and Erosion. Seaside Municipal Code Section 15.32.180 contains design standards for erosion and sediment control related to slopes, runoff control, building site runoff, vegetation removal, vegetation disposal, topsoil, temporary vegetation, winter operations, dust, erosion control coordination with project installation, livestock, and maintenance; and Section 15.32.070 requires permit applications to include vegetation erosion control and revegetation measures for all surfaces exposed</p>
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			or expected to be exposed during grading activities as part of overall erosion and sediment control plans. (Project EIR, ch. 4.6.)
<p><b>Soils and Geology Policy A-2:</b> The [jurisdiction] shall require developers to prepare and implement erosion control and landscape plans for projects that involve high erosion risk. Each plan shall be prepared by a registered civil engineer or certified professional in the field of erosion and sediment control and shall be subject to the approval of the public works director for the [jurisdiction]. The erosion component of the plan must at least meet the requirements of Storm Water Pollution Prevention Plans (SWPPPs) required by the California State Water Resources Control Board.</p>		See BRP Programs below	
<p>Program A-2.1: The [jurisdiction] shall develop and make available a list and description of feasible and effective erosion control measures for various soil conditions within the [jurisdiction] to be used by all future development at former Fort Ord.</p>	<p>Y – see Policy A-1 above</p>	Ongoing ▲	<p>This list has not been developed. However, similar lists and guidance are available from regulatory agencies such as State Water Resources Control Board, and are updated from time to time as new techniques and technologies become available, Incorporation of these standards into projects is commonly required under CEQA clearance for a project and made a condition of a jurisdiction’s project approval.</p>
<p>Program A-2.2: The [jurisdiction] shall develop and make available a list of recommended native plant and non-invasive non-native plant species, application rates, and planting procedures suitable for erosion control under various soil, slope, and climatic conditions that may be encountered in the [jurisdiction’s] sphere of influence.</p>	<p>Y</p>	Ongoing ▲	<p>This has not been developed, but similar lists and procedures are available.</p> <p>The Campus Town Specific Plan encourages a diversity of native grasses and shrubs and drought-tolerant plants and trees. The Specific Plan includes a specific planting list for street trees, other trees and shrubs, and groundcovers and grasses. The type of planting is determined by its location and function. For example, in typical residential Streets, traditional parkways with native grasses and shrubs should enhance</p>

			the landscape character of the Monterey Bay region environment. In addition, project development would remove non-native invasive species currently found within the Plan Area, including ice plant mats. (See Specific Plan, ch. 3.5.)
Program A-2.3: The [jurisdiction] shall develop and make available a list and description of feasible and effective engineering and design techniques that address the soil limitations characteristic of the former Fort Ord to be used by all future development at the former Fort Ord.	Y – see Policy A-1 above	Ongoing ▲	This list has not been developed. However, in general standard engineering solutions are available to the types of soil conditions encountered at the former Fort Ord. Additionally, Plan Area and surrounding areas are underlain by one soil type, Oceano loamy sand 2 to 15 percent slope. Compliance with existing State and local laws, regulations, and policies such as the CBC and City Municipal Code will ensure that the impacts from implementation of the Project on potentially expansive soil would be minimized by requiring the submittal and review of detailed soils and/or geologic reports prior to construction. Such evaluations must contain recommendations for ground preparation and earthwork specific to the Proposed Project, which become an integral part of the construction design. (Project EIR, ch. 4.6.)
<b>Soils and Geology Policy A-3:</b> Through site monitoring, the [jurisdiction] shall ensure that all measures included in the developer’s erosion control and landscape plans are properly implemented.	Y – see Policy A-1 above	Ongoing ▲	The jurisdictions enforce this through project conditions, building inspections, and CEQA monitoring.
<b>Soils and Geology Policy A-4:</b> The [jurisdiction] shall continue to enforce the Uniform Building Code to minimize erosion and slope instability problems.	Y – see Policy A-1 above	Ongoing ▲	The Uniform Building Code has been replaced by the California Building Code. The jurisdictions enforce codes through the

			permitting and inspection processes, as well as enforcement of conditions of approval and CEQA monitoring.
<b>Soils and Geology Policy A-5:</b> Before issuing a grading permit, the [jurisdiction] shall require that geotechnical reports be prepared for developments proposed on soils that have limitations as substrates for construction or engineering purposes, including limitations concerning slope and soils that have piping, low-strength, and shrink-swell potential. The [jurisdiction] shall require that engineering and design techniques be recommended and implemented to address these limitations.		See BRP Programs below	
Program A-5.1: See Program A-2.3 above.			
Program A-5.2: The [jurisdiction] shall designate areas with severe soil limitations, such as those related to piping, low-strength, and shrink-swell potential, for open space or similar use if adequate measures cannot be taken to ensure the structural stability of these soils. This shall be designated at the project-specific level through a geotechnical study.	N – The site does not include areas with severe soil limitations	Complete ■	As a routine step in the planning and development review processes, jurisdictions use the best available data to evaluate soil suitability for different land uses. For most development projects, a soils report or geotechnical report is required on which to base engineering designs. Review of soils is also a required component of CEQA.  The United States Department of Agriculture, Natural Resource Conservation Service has mapped soils in the Plan Area as having low potential for shrink-swell (USDA SCS 1978). Areas characterized by low shrink-swell potential do not pose a geologic hazard.
<b>Soils and Geology Policy A-6:</b> The [jurisdiction] shall require that development of lands have a prevailing slope above 30% include implementation of adequate erosion control measures.		See BRP Programs below	
Program A-6.1: The [jurisdiction] shall prepare and make available a slope map to identify locations in the study area where slope poses severe constraints for particular land uses.	N – the site does not contain severe slopes	Ongoing ▲	The jurisdictions establish policies for development on slopes and grading standards, which entail the development of topographic data for the sites of proposed development projects.

<p>Program A-6.2: The [jurisdiction] shall designate areas with extreme slope limitations for open space or similar use if adequate erosion control measures and engineering and design techniques cannot be implemented.</p>	<p>N – the site does not contain severe slopes</p>	<p>Ongoing ▲</p>	<p>See Program A-6.1 above</p>
<p><b>Objective B: Provide for mineral extraction and reclamation activities that are consistent with the surrounding natural landscape, proposed future land uses, and soil conservation practices.</b></p>			
<p><b>Soils and Geology Policy B-1:</b> The [jurisdiction] shall identify areas of highly valuable mineral resources within the former Fort Ord, based on the State of California Division of Mines and Geology’s mineral resource “classification-designation” system, and provide for the protection of these areas.</p>		<p>See BRP Programs below</p>	
<p>Program B-1.1: If the [jurisdiction] determines that valuable mineral resources warranting protection are contained within the former Fort Ord, the [jurisdiction] shall designate these areas in a mineral resource or similar land use category that would afford them protection; these areas shall also be zoned in a district consistent with this designation.</p>	<p>N – the site does not contain important mineral resources</p>	<p>Ongoing ▲</p>	<p>No valuable mineral resources warranting protection are known to have been discovered. In the event they are discovered, the requirements of this program will remain in effect.</p>
<p>Program B-1.2: On property titles in the affected mineral resources protection areas, the [jurisdiction] shall record a notice identifying the presence of valuable mineral resources.</p>	<p>N – the site does not contain important mineral resources</p>	<p>Ongoing ▲</p>	<p>Not applicable at present (see Program B-1.1 above)</p>
<p><b>Soils and Geology Policy B-2:</b> The [jurisdiction] shall protect designated mineral resource protection areas from incompatible land uses.</p>		<p>See BRP Programs below</p>	
<p>Program B-2.1: If so provided, the [jurisdiction] shall specify in its mineral resource protection zoning district a requirement that provides sufficient buffers between mining activities and incompatible land uses.</p>	<p>N – the site does not contain important mineral resources</p>	<p>Ongoing ▲</p>	<p>Not applicable at present, but could occur in the future (see Program B-1.1 above)</p>

Program B-2.2: If so provided, the [jurisdiction] shall specify in its mineral resource protection zoning district those uses that are deemed compatible with mining activities.	N – the site does not contain important mineral resources	Ongoing ▲	Not applicable at present, but could occur in the future (see Program B-1.1 above)
<b>Soils and Geology Policy B-3:</b> Prior to granting permits for operation, the [jurisdiction] shall require that mining and reclamation plans be prepared for all proposed mineral extraction operations.			See BRP Programs below
Program B-3.1: The [jurisdiction] shall develop and make available a list of issues to be considered and mitigated in mining and reclamation plans, including, but not limited to, the following: buffering, dust control, erosion control, protection of water quality, noise impacts, access, security, and reclamation.	N	Ongoing ▲	Not applicable at present, but could occur in the future (see Program B-1.1 above)
<b>Soils and Geology Policy B-4:</b> The [jurisdiction] shall require the posting of bonds for new mining permits if it determines that such a measure is needed to guarantee the timely and faithful performance of mining and reclamation plans.		Ongoing ▲	Not applicable at present, but could occur in the future (see Program B-1.1 above)
<b><i>Objective C: Strive to conserve soils that rare species or plant communities are dependent on or strongly associated with.</i></b>			
<b>Soils and Geology Policy C-1:</b> The [jurisdiction] shall support and encourage existing state and federal soil conservation and restoration programs within its borders.	Y – see Policy A-1 above	Ongoing ▲	The jurisdictions address soils conservation through the CEQA process, grading ordinance, and compliance with state and federal programs.
<b>Soils and Geology Policy C-2:</b> The [jurisdiction] shall consider the compatibility with existing soil conditions of all habitat restoration, enhancement, and preservation programs undertaken within the [jurisdiction].			See BRP Program below
Program C-2.1: The [jurisdiction] shall require that the land recipients of properties within the former Fort Ord implement the Fort Ord Habitat Management Plan.	Y	Ongoing ▲	Deed restrictions require implementation and compliance with HMP habitat management requirements. Marina is a signatory to the 1997 HMP. FORA reviews legislative land use decisions and development entitlements for conflicts and compliance with the 1997 as part

			<p>of its Consistency Determination process described in Chapter 8 of its Master Resolution.</p> <p>The project area is not located within a habitat reserve or habitat corridor identified in the HMP. Rather, the project area is designated for development under the HMP. The project also is subject to state and federal permitting requirements in the event special status species are found in the project area. Thus, the project will not conflict or otherwise interfere with the implementation of the Fort Ord HMP. (See Project EIR, ch. 4.3.)</p>
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<b>CONSERVATION - HYDROLOGY AND WATER QUALITY</b>			
<i>Objective A: Protect and preserve watersheds and recharge areas, particularly those critical for the replenishment of aquifers.</i>			
<p><b>Hydrology and Water Quality Policy A-1:</b> At the project approval stage, the [jurisdiction] shall require new development to demonstrate that all measures will be taken to ensure that runoff is minimize and infiltration maximized in groundwater recharge areas.</p>		See BRP Programs below	
<p>Program A-1.1: The [jurisdiction] shall develop and make available a description of feasible and effective best management practices and site drainage designs that shall be implemented in new development to ensure adequate stormwater infiltration.</p>	Y	Ongoing ▲	<p>Best practices and Low Impact Development guidance are available from regulatory agencies such as State Water Resources Control Board and are updated from time to time as new techniques and technologies become available, Incorporation of these standards into projects is commonly required under CEQA clearance for a project and made a condition of a jurisdiction's project approval.</p> <p>The project will employ low impact development techniques to manage rainfall at</p>

			<p>the source by infiltrating stormwater as close to the source as practicable. Sandy dune soils with moderate to high percolation rates underlay most of the site and provide an opportunity to infiltrate on a lot by lot basis. Rainfall runoff up to the 100-year event can be infiltrated on each lot without producing runoff that would normally be tributary to a storm drain system. Nearly all public hardscape would be comprised of detached sidewalks that drain to landscape areas. Such measures would reduce the risk of erosion, siltation, polluted runoff, and flooding by capturing and recharging runoff on-site. Runoff generated from streets and public hardscape areas within the Specific Plan Area would be tributary to the on-site storm drain system. Drainage basins are proposed in the Plan Area's topographic low points, and the proposed storm drain pipe network would collect runoff from all internal residential streets and convey stormwater to these basin areas, which would be designed to provide retention up to the 100-year storm event. (See Project EIR, ch. 4.9.)</p>
<p>Program A-1.2: A Master Drainage Plan should be developed for the Fort Ord property to assess the existing natural and man-made drainage facilities, recommend area-wide improvements based on the approved Reuse Plan and develop plans for the control of storm water runoff from future development, including detention/retention and enhanced percolation to the ground water. This plan shall be developed by the FORA with funding for the plan to be obtained from future development. All Fort Ord property</p>	<p>N</p>	<p>Complete ■</p>	<p>FORA prepared a Storm Water Master Plan in 2005.</p>

<p>owners (federal, state, and local) shall participate in the funding of this plan. Reflecting the incremental nature of the funding source (i.e., development), the assessment of existing facilities shall be completed first and by the year 2001. This shall be followed by recommendations for improvements and an implementation plan to be completed by 2003.</p>			
<p><b>Objective B: Eliminate long-term groundwater overdrafting as soon as practicably possible.</b></p>			
<p><b>Hydrology and Water Quality Policy B-1:</b> The [jurisdiction] shall ensure additional water to critically deficient areas.</p>	<p>See BRP Programs below</p>		
<p>Program B-1.1: [This program was removed based on the listing of modifications to the Reuse Plan approved by the FORA Board on June 13, 1997].</p>	<p>N/A</p>	<p>Not Applicable</p>	<p>Program Removed</p>
<p>Program B-1.2: The [jurisdiction] shall work with FORA and the MCWRA to determine the feasibility of developing additional water supply sources for the former Fort Ord, such as water importation and desalination, and actively participate in implementing the most viable option(s).</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The local jurisdictions are participating in Marina Coast Water District’s development of the Fort Ord Water Augmentation project, a component of the Regional Urban Water Augmentation Program (RUWAP). The Monterey County Water Resources Agency has an oversight role in the protection of groundwater resources. As provided in the Water Supply Assessment for the project, the Marina Coast Water District is working pursuant to the Regional Urban Water Augmentation Project and the Pure Water Monterey Groundwater Replenishment Project to develop recycled water and a larger desalination plant to meet the projected demands of the Ord Community. The RUWAP EIR includes a 1,500 AFY desalination facility for the District. The facility was sized to provide 1,200 AFY of new supply to the Ord</p>

			Community and 300 AFY to Central Marina, allowing the District to retire the existing pilot desalination plant. (See Project EIR, App. M.)
Program B-1.3: The [jurisdiction] shall adopt and enforce a water conservation ordinance developed by the Marina Coast Water District.	Y	Complete ■/ Ongoing ▲	Chapter 13.18 of the municipal code is a water conservation ordinance based on the Monterey Peninsula Water Management District. In addition, Chapter 13.11 is a municipal water system conservation program. Like the Marina Coast Water District water conservation ordinance, the code addresses water waste, enforcement and administration, violations and notices, and nuisances, abatement and injunctive relief.
Program B-1.4: The [jurisdiction] shall continue to actively participate in and support the development of “reclaimed” water supply sources by the water purveyor and the MRWPCA to insure adequate water supplies for the former Fort Ord.	Y	Ongoing ▲	Local jurisdictions are participating in the efforts to implement a Recycled Water Project proposed by the MCWD; <del>agency agreements are not yet in place.</del> The project under the Campus Town Specific Plan is projected to use up to 45.83 AFY of recycled water. In addition, several in-lieu storage and offset programs have been identified. Pursuant to Mitigation Measure UTIL-1, additional water supply will be ensured through the following programs: <ul style="list-style-type: none"> <li>- Bayonet and Blackhorse Golf Courses in-lieu storage and recovery program, which would replace a minimum of 311.08 AFY of existing potable water use with recycled water (up to 450 AFY as recycled water supplies increase).</li> <li>- Seaside Highlands and Soper Field recycled water substitution program to offset 53.1 AFY of potable water use. The Seaside</li> </ul>

			<p>Highlands development was constructed with recycled water mains to supply the landscape irrigation systems. This system is currently fed with potable water, but recycled water will be available within the next few years. Providing recycled water for irrigation of that project would make up to 43.1 AFY of potable supply available for reallocation from Seaside Highlands. An additional 10 AFY may be made available by converting the City's Soper Field sports complex (adjacent to Seaside Highlands) to recycled water.</p> <ul style="list-style-type: none"> <li>- Use of recycled water in the Main Gate project, which would require the previously approved Main-Gate project to utilize 42.99 AFY of recycled water in-lieu of previously allocated potable water supply.</li> <li>- The City may also require dual-plumbing of buildings to use recycled water for sanitary fixture flushing (toilets and urinals), which will offset potable water demand with recycled water.</li> </ul> <p>(See Project EIR, ch. 4.9.)</p>
<p>Program B-1.5: The [jurisdiction] shall promote the use of on-site water collection, incorporating measures such as cisterns or other appropriate improvements to collect surface water for in-tract irrigation and other non-potable use.</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>Seaside's water conservation ordinances do not include these measures.</p> <p>The Campus Town Specific Plan provides for water conservation measures consistent with the 2004 Seaside General Plan. Recycled water will be used to irrigate public street landscape medians, public open space, landscaping for commercial/flex sites and landscaping for residential front yards. Recycled water may be</p>

			provided for toilets, floor sinks, and other applicable recycled water use(s) allowed under the California Building Code. Development also must adhere to the requirements of Title 24, Part 6 of the California Code of Regulations, which includes standards for water-conserving plumbing and fixtures. (See Specific Plan, ch. 5.2; Project EIR, chs. 4.5, 4.10.)
Program B-1.6: The [jurisdiction] shall work with FORA to assure the long-range water supply for the needs and place for the reuse of the former Fort Ord.	Y	Ongoing ▲	The local jurisdictions are participating in the development of a regional water project. As provided in the Water Supply Assessment for the project, the Marina Coast Water District is working pursuant to the Regional Urban Water Augmentation Project and the Pure Water Monterey Groundwater Replenishment Project to develop recycled water and a larger desalination plant to meet the projected demands of the Ord Community. The RUWAP EIR includes a 1,500 AFY desalination facility for the District. The facility was sized to provide 1,200 AFY of new supply to the Ord Community and 300 AFY to Central Marina, allowing the District to retire the existing pilot desalination plant. (See Project EIR, App. M.)
Program B-1.7: The [jurisdiction], in order to promote FORA's DRMP, shall provide FORA with an annual summary of the following: 1) the number of new residential units, based on building permits and approved residential project, within its former Fort Ord boundaries and estimate, on the basis of the unit count, the current and projected population. The report shall distinguish units	Y	Ongoing ▲	FORA requests this information from the jurisdictions as part of its annual development forecast. FORA's Development and Resource Management Plan provides that member agencies are provided an allocation of water supply that is subject to periodic review. (See

<p>served by water from FORA’s allocation and water from other available sources; 2) estimate of existing and projected jobs within its Fort Ord boundaries based on development projects that are on-going, completed, and approved; and 3) approved projects to assist FORA’s monitoring of water supply, use, quality, and yield.</p>			<p>DRMP, Section 3.11.5.4.) The water supply assessment for the project addresses this allocation and describes how adequate supply from this and other water sources will be assured to meet project demand, consistent with the Land Use Jurisdiction Responsibility in the DRMP. (See Project EIR, App. M; DRMP, Section 3.11.5.4.)</p>
<p><b>Hydrology and Water Quality Policy B-2:</b> The [jurisdiction] shall condition approval of development plans on verification of an assured long-term water supply for the projects.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Annual use of up to 6,600 acre-feet of water is considered sustainable at the former Fort Ord. At present, annual water use is about 2,200 acre-feet. Each jurisdiction’s development review process (including mandatory water supply assessment under CEQA, for applicable projects) provides a mechanism for this Policy to be met. FORA’s development entitlement consistency determination process supplies an additional level of oversight for this requirement. In addition, the California Water Code (§10910 et. seq.), based on Senate Bill 610 of 2001 (SB 610), requires an assessment of whether the District’s total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system’s existing and planned future uses, as part of the California Environmental Quality Act (CEQA) process. A Water Supply Assessment was prepared for the project to verify the long-term water supply. (See Project EIR, App. M.)</p>

<b><i>Objective C: Control nonpoint and point water pollution sources to protect the adopted beneficial uses of water.</i></b>			
<b>Hydrology and Water Quality Policy C-1:</b> The [jurisdiction] shall comply with all mandated water quality programs and establish local water quality programs as needed.		See BRP Programs below	
Program C-1.1: The [jurisdiction] shall comply with the nonpoint pollution control plan developed by the California Coastal Commission and the State Water Resources Control Board (SWRCB), pursuant to Section 6217 of the Federal Coastal Zone Management Act Reauthorization Amendments of 1990, if any stormwater is discharged into the ocean.	N	Ongoing ▲	Regulatory enforcement by the State Water Resources Control Board and City inspections and CEQA monitoring ensure compliance with this program.
Program C-1.2: The [jurisdiction] shall comply with the General Industrial Storm Water Permit adopted by the SWRCB in November 1991 that requires all storm drain outfalls classified as industrial to apply for a permit for discharge.	N	Ongoing ▲	See Program C-1.1 above
Program C-1.3: The [jurisdiction] shall comply with the management plan to protect Monterey Bay's resources in compliance with the Marine Protection, Research, and Sanctuaries Act of 1972, as amended, and its implementing regulations.	N	Ongoing ▲	See Program C-1.1 above
Program C-1.4: The [jurisdiction] shall develop and implement a surface water and groundwater quality monitoring program that includes new domestic wells, to detect and solve potential water quality problems, including drinking water quality.	N	Ongoing ▲	This program has not been developed by the jurisdictions; however, the Marina Coast Water District, the water purveyor for the former Fort Ord, monitors water quality, including drinking water.
Program C-1.5: The [jurisdiction] shall support the County in implementing a hazardous substance control ordinance that requires that hazardous substance control plans be prepared and implemented for construction activities	Y	Complete ■	Chapter 8.50 of the municipal code addresses hazardous waste. <b>The Specific Plan Area has remnant hazardous materials from military uses at the former Fort</b>

<p>involving the handling, storing, transport, or disposal of hazardous waste materials.</p>			<p>Ord. In December 2018, the United States Army began demolition of 28 abandoned buildings containing hazardous materials in the Plan Area. Although hazardous materials are currently present in the remaining undemolished buildings in the Plan Area, the Army is required to remediate and safely dispose of them as part of the approved cleanup process, even though the land has already been transferred for project development. Demolition and remediation activity in the Plan Area have been previously approved pursuant to the FORA Capital Improvements Program. The USEPA oversees the remediation process, and the Army must also submit findings to the CalEPA. Remediation of hazardous materials, either by the Army or the project owner, will occur in accordance with the approved cleanup process. Accordingly, concentrations of contaminants in the Plan Area will not exceed State regulatory limits after this remediation process is completed. (See Project EIR, ch. 4.8.)</p>
<p>Program C-1.6: The [jurisdiction] shall develop a program to identify wells that contribute to groundwater degradation. The City shall require that these wells be repaired or destroyed by the property owner according to state standards. These actions shall be reviewed and approved by the Monterey County Environmental Health Department (MCEHD).</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>The Marina Coast Water District monitors wells and coordinates with the local jurisdictions to repair and destroy wells in accordance with state standards.</p>
<p><b>Hydrology and Water Quality Policy C-2:</b> At the project approval stage, the [jurisdiction] shall require new development to demonstrate that all measures will</p>		<p>See BRP Programs below</p>	

<p>be taken to ensure that on-site drainage systems are designed to capture and filter out urban pollution.</p>	
<p>Program C-2.1: The City/County shall develop and make available a description of feasible and effective measures and site drainage designs that will be implemented in new development to minimize water quality impacts.</p>	<p>Y</p> <p>Ongoing ▲</p> <p>Descriptions of feasible and effective measures have not been developed. However, similar lists and guidance are available from regulatory agencies such as the State Water Resources Control Board, and updated from time to time as new techniques and technologies become available, Incorporation of these standards into projects is commonly required under CEQA clearance for a project and made a condition of a jurisdiction's project approval.</p> <p>The project will employ low impact development techniques to manage rainfall at the source by infiltrating stormwater as close to the source as practicable. Sandy dune soils with moderate to high percolation rates underlay most of the site and provide an opportunity to infiltrate on a lot by lot basis. Rainfall runoff up to the 100-year event can be infiltrated on each lot without producing runoff that would normally be tributary to a storm drain system. Nearly all public hardscape would be comprised of detached sidewalks that drain to landscape areas. Such measures would reduce the risk of erosion, siltation, polluted runoff, and flooding by capturing and recharging runoff on-site. Runoff generated from streets and public hardscape areas within the Specific Plan Area would be tributary to the on-site storm drain system. Drainage basins are proposed in the Plan Area's topographic low points, and the</p>

			proposed storm drain pipe network would collect runoff from all internal residential streets and convey stormwater to these basin areas, which would be designed to provide retention up to the 100-year storm event. (See Project EIR, ch. 4.9.)
<b>Hydrology and Water Quality Policy C-3:</b> The MCWRA and the [jurisdiction] shall cooperate with MCWRA and MPWMD to mitigate further seawater intrusion based on the Salinas Valley Basin Management Plan.		See BRP Programs below	
Program C-3.1: The [jurisdiction] shall continue to work with the MCWRA and the MPWMD to estimate the current safe yield within the context of the Salinas Valley Basin Management Plan for those portions of the former Fort Ord overlying the Salinas Valley and the Seaside groundwater basins to determine available water supplies.		Ongoing ▲	The jurisdictions communicate with and support efforts to conserve water and maintain water withdrawals within the FORA allocations.
Program C-3.2: The [jurisdiction] shall work with MCWRA and MPWMD to determine the extent of seawater intrusion into the Salinas Valley and Seaside groundwater basins in the context of the Salinas Valley Basin Management Plan, and shall participate in implementing measures to prevent further intrusion.	N	Ongoing ▲	Seawater intrusion is monitored by the Monterey County Water Resources Agency. The jurisdictions enable monitoring and sharing of data as applicable.  The Seaside Basin Monitoring and Management Program (“M&MP”) monitors current overdraft conditions, as well as the threat of seawater intrusion into the coastal subarea. Since the entry by the court of the Seaside Decision in the Seaside Adjudication, Seaside Basin’s groundwater levels have declined as expected (given the continued overdraft while production is gradually reduced over time to match safe yield), but no seawater intrusion has been detected. Moreover, the Water Supply Assessment for the project sets forth the plans to further reduce demand on the basin and

			<p>thereby allow the basin's groundwater levels to recover. If seawater intrusion is detected by the M&amp;MP in the interim, the M&amp;MP prescribes an aggressive plan to address the problem (See Final EIR, 2-6, nn. 11 &amp; 12. M&amp;MP page 4).</p>
<p><b>Hydrology and Water Quality Policy C-4:</b> The [jurisdiction] shall prevent siltation of waterways, to the extent feasible.</p>		<p>See BRP Programs below</p>	
<p>Program C-4.1: The [jurisdiction], in consultation with the Natural Resources Conservation Service, shall develop a program that will provide, to every landowner, occupant, and other appropriate entities information concerning vegetation preservation and other best management practices that would prevent siltation of waterways in or downstream of the former Fort Ord.</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>This program has not been developed.  The project will manage rainfall at the source by infiltrating stormwater as close to the source as practicable. Sandy dune soils with moderate to high percolation rates underlay most of the site and provide an opportunity to infiltrate on a lot by lot basis. Rainfall runoff up to the 100-year event can be infiltrated on each lot without producing runoff that would normally be tributary to a storm drain system. Nearly all public hardscape would be comprised of detached sidewalks that drain to landscape areas. Such measures would reduce the risk of erosion, siltation, polluted runoff, and flooding by capturing and recharging runoff on-site. Runoff generated from streets and public hardscape areas within the Specific Plan Area would be tributary to the on-site storm drain system. Drainage basins are proposed in the Plan Area's topographic low points, and the proposed storm drain pipe network would collect runoff from all internal residential streets and convey stormwater to these basin areas, which would be designed to provide retention up to the 100-year storm event. (See Project</p>

<p><b>Hydrology and Water Quality Policy C-5:</b> The [jurisdiction] shall support all actions necessary to ensure that sewage treatment facilities operate in compliance with waste discharge requirements adopted by the California Regional Water Quality Control Board.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>EIR, ch. 4.9.)</p> <p>The jurisdictions construct and operate much of the wastewater conveyance infrastructure that leads to the regional wastewater treatment plant, and coordinate with the Monterey Regional Water Pollution Control Agency regarding system capacity and demands.</p> <p>The Campus Town Specific Plan includes a Conceptual Sanitary Sewer System that will accommodate proposed development. (See Specific Plan, ch. 5.)</p> <p>Development of the Specific Plan is estimated to produce up to approximately 0.34 million gallons per day (mgd) of wastewater. Based on the Monterey Regional Water Pollution Control Agency Sewer System Management Plan, as of 2013, the Regional Wastewater Treatment Plant had unused but permitted treatment capacity of approximately 8.6 mgd during dry weather and about 41.2 mgd during peak wet weather conditions. The project would therefore account for approximately 3.9 percent of the plant's 8.6 mgd remaining dry weather capacity and approximately 0.8 percent of the plant's 41.2 mgd remaining wet weather capacity. (See Project EIR, ch. 4.16.)</p> <p>The existing wastewater treatment capacity of the Regional Wastewater Treatment Plant would be sufficient to accommodate the project. Therefore, implementation of the project would not result in the need to expand the capacity of the Regional Wastewater</p>
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			Treatment Plant. (See Project EIR, ch. 4.16.)
<b>Hydrology and Water Quality Policy C-6:</b> In support of Monterey Bay’s national marine sanctuary designation, the [jurisdiction] shall support all actions required to ensure that the bay and intertidal environmental will not be adversely affected, even if such actions would exceed state and federal water quality requirements.			See BRP Programs below
Program C-6.1: The [jurisdiction] shall work closely with other Fort Ord jurisdictions and the CDPR to develop and implement a plan for stormwater disposal that will allow for the removal of the ocean and outfall structures and end the direct discharge of stormwater into the marine environment. The program must be consistent with State Park goals to maintain the open space character of the dunes, restore natural landforms, and restore habitat values.	N	Complete ■	FORA has removed the outfall structures and prepared a Storm Water Master Plan in 2005.
<b>Hydrology and Water Quality Policy C-7:</b> The [jurisdiction] shall condition all development plans on verifications of adequate wastewater treatment capacity.	Y – see Policy C-5 above	Ongoing ▲	Each jurisdiction’s development review process (including mandatory assessment of public services availability under CEQA, for applicable projects) provides a mechanism for this Policy to be met. FORA’s development entitlement consistency determination process supplies an additional level of oversight for this requirement.
<b>CONSERVATION - BIOLOGICAL RESOURCES</b>		(Draft)	(Draft)
<i>Objective A: Preserve and protect the sensitive species and habitats addressed in the Installation-wide Habitat Management Plan (HMP) for the former Fort Ord in conformance with its resources conservation and habitat management requirements and with the guidance provided in the HMP Implementing/Management Agreement.</i>			
<b>Biological Resources Policy A-1:</b> The [jurisdiction] shall ensure that the habitat management areas are protected from degradation due to development in, or use of, adjacent parcels within its jurisdiction			See BRP Programs below

<p>Program A-1.2: The [jurisdiction] shall coordinate with BLM in the design and siting of barriers sufficient to prevent unauthorized vehicle access to the habitat management lands from adjacent parcels. Gates shall be installed at appropriate points in the barrier to allow for emergency access and BLM and other appropriate agencies shall be provided keys to the gates. The [jurisdiction] shall maintain, repair, and replace, or cause to be maintained, repaired or replaced, the barrier as necessary in perpetuity.</p>	<p>N – The project area is designated for development under the HMP and is not adjacent to any habitat management areas (see HMP Map, updated 2005)</p>	<p>Ongoing ▲</p>	<p>Deed restrictions require implementation and compliance with HMP habitat management requirements. MOA and HMP Implementing/Management Agreement with FORA also requires compliance with HMP requirements.</p>
<p>Program A-1.3: The [jurisdiction] shall require stormwater drainage plans for all developments adjacent to the habitat management areas to incorporate measures for minimizing the potential for erosion in the habitat management areas due to stormwater runoff.</p>	<p>N – see Program A-1.2 above</p>	<p>Ongoing ▲</p>	<p>Each jurisdiction’s development review process (including mandatory assessment of impacts on hydrology and biological resources under CEQA, for applicable projects) provides a mechanism for this Policy to be met. Regulatory agency compliance regarding storm water runoff, as well as FORA’s development entitlement consistency determination process, provide additional levels of oversight for this requirement.</p>
<p><b>Biological Resources Policy A-2:</b> The City shall ensure that measures are taken to prevent degradation and siltation of the ephemeral drainage that passes through the Planned Residential Extension District and Community Park in Polygon 24.</p>		<p>See BRP Programs below</p>	
<p>Program A-2.1: The City shall require preparation of erosion control plans for proposed developments in vicinity of the ephemeral drainage that specifically address measures for protecting the drainage.</p>	<p>N</p>	<p>Complete ■</p>	<p>Seaside’s development review process (including mandatory assessment of impacts on hydrology and biological resources under CEQA, for applicable projects) provides a mechanism for this Program to be met. Regulatory agency compliance regarding storm water runoff, as well as FORA’s development</p>

			entitlement consistency determination process, provide additional levels of oversight for this requirement.
<b>Biological Resources Policy A-3:</b> The City shall protect the coastal zone west of State Highway 1 from habitat degradation due to increased public access.		See BRP Programs below	
Program A-3.1: The City shall abide by the habitat protection measures outlined in the State Parks Public Works Plan prepared by the State Department of Parks and Recreation for the Fort Ord Dunes State Park.	N	Complete ■	The California Department of Parks and Recreation completed the Fort Ord Dunes State Park Master Plan in September 2004. The City obtained the “Drumstick” parcel from State Parks and has designated it for commercial development. The City does not have jurisdiction over any lands on which the Fort Ord Dunes Master Plan is currently applicable.
<b>Biological Resources Policy A-4:</b> Where possible, the [jurisdiction] shall encourage the preservation of small pockets of habitat and populations of HMP species within and around developed areas.		See BRP Programs below	
Program A-4.1: The [jurisdiction] shall require project applicants who propose development in undeveloped natural lands to conduct reconnaissance-level surveys to verify the general description of resources for the parcel provided in the biological resource documents prepared for the U.S. Army Corps of Engineers. The information gathered through these reconnaissance-level surveys shall be submitted as a component of the project application package.	Y	Ongoing ▲	Reconnaissance-level surveys are typically required as part of the CEQA process, or as a mitigation measure of the CEQA process. The project EIR presents site information based on reconnaissance-level surveys. Project development is conditioned on pre-construction surveys for special status species and plants. In the event special status species and plants are found in the project area, project development is further conditioned on avoidance, minimization, mitigation, and state and federal permitting requirements. (MMRP, BIO-1(a)-1(f); Project EIR, ch. 4.3.)

<p>Program A-4.2: The [jurisdiction] shall encourage project applicants to incorporate small pockets of habitat containing HMP species and/or habitat amidst the development, where feasible.</p>	<p>N – The project area designated for development under the HMP</p>	<p>Ongoing ▲</p>	<p>Each jurisdiction’s development review process provides a mechanism for this Program to be pursued. FORA’s development entitlement consistency determination process for each individual project provides an additional level of oversight for this requirement. The Seaside Resort project has provided mitigation for an area of Monterey Spineflower.</p> <p>Additionally, the Specific Plan identifies and incorporates open space areas, including a “tree save” area with live oak trees within the Plan Area (approximately 1.5 acres). The project provides for the incorporation of new trees, which include coast live oak, and requires replacement of removed coast live oak trees recommended for preservation at a ratio of 1:1 on site or 1:5 off site. (Specific Plan, ch. 3.)</p>
<p>Program A-4.3: Where development will replace existing habitat which supports sensitive biological resources, the [jurisdiction] shall encourage attempts to salvage some of those resources by collecting seed or cuttings of plants, transplanting vegetation, or capturing and relocating sensitive wildlife species.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>See above</p> <p>Project development is conditioned on pre-construction surveys for special status plants. In the event listed species are found, avoidance, minimization, and mitigation at a minimum 1:1 ratio are required. Mitigation may be higher based on consultation with CDFW and USFWS. A restoration plan also is required for restoration areas, which must include maintenance activities, monitoring, and adaptive management, among other requirements. (MMRP, BIO-1(a)-1(c); Project EIR, ch. 4.3.)</p>
<p><b>Biological Resources Policy A-8:</b> The [jurisdiction] shall protect the coastal zone west of State Highway 1 from habitat degradation due to increased public access.</p>		<p>See BRP Programs below</p>	
<p>Program A-8.1: The [jurisdiction] shall abide by the habitat</p>	<p>N</p>	<p>Complete ■</p>	<p>The California Department of Parks and</p>

<p>protection measures outlined in the State Parks Public Works Plan prepared by the State Department of Parks and Recreation for the Fort Ord Dunes State Park.</p>			<p>Recreation completed the Fort Ord Dunes State Park Master Plan in September 2004. The City obtained the “Drumstick” parcel from State Parks and has designated it for commercial development. The City does not have jurisdiction over any lands on which the Fort Ord Dunes Master Plan is currently applicable.</p>
<p><b>Objective B: Preserve and protect sensitive species and habitat not addressed in the HMP.</b></p>			
<p><b>Biological Resources Policy B-1:</b> The [jurisdiction] shall strive to avoid or minimize loss of sensitive species listed in Table 4.4.-2 that are known or expected to occur in areas planned for development.</p>		<p>See BRP Programs below</p>	
<p>Program B-1.1: Where the City has reason to suspect that they may occur on a proposed development site, the [jurisdiction] shall require directed, seasonally-timed surveys for sensitive species listed in Table 4.4-2 as an early component of site-specific development planning.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Reconnaissance-level surveys are typically required as part of the CEQA process, or as a mitigation measure of the CEQA process.  The project EIR presents site information based on reconnaissance-level surveys. Project development is conditioned on pre-construction surveys for special status species and plants. In the event special status species and plants are found in the project area, project development is further conditioned on avoidance, minimization, mitigation, and state and federal permitting requirements. (MMRP, BIO-1(a)-1(f); Project EIR, ch. 4.3.)</p>
<p>Program B-1.2: If any sensitive species listed in Table 4.4-2 are found in areas proposed for development, all reasonable efforts should be made to avoid habitat occupied by these species while still meeting project goals and objectives. If permanent avoidance is infeasible, a seasonal avoidance and/or salvage/relocation program shall be prepared. The seasonal avoidance and/or salvage/relocation program for</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>See Program B-1.1 above  Project development is conditioned on pre-construction surveys for special status species, with specific requirements for certain species, including Monterey dusky-footed woodrat, northern California legless lizard, coast horned lizard, American badger, burrowing owl,</p>

<p>these species should be coordinated through the CRMP.</p>			<p>Smith's blue butterfly, bats, and nesting birds. In the event listed species are found, project development is conditioned on avoidance, minimization, and relocation based on CDFW and USFWS permitting requirements. (MMRP, BIO-1(d)-1(f); Project EIR, ch. 4.3.) See also Program A-4.3 above.</p>
<p><b>Biological Resources Policy B-2:</b> As site-specific development plans for a portion of the Reconfigured POM Annex Community (Polygon 20c) and the Community Park in the University Planning Area (Polygon 18) are formulated, the City shall coordinate with Monterey County, California State University, FORA and other interested entities in the designation of an oak woodland conservation area connecting the open space lands of the habitat management areas on the south of the landfill polygon (8a) in the north.</p>		<p>See BRP Programs below</p>	
<p>Program B-2.1: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall ensure that those areas are managed to maintain or enhance habitat values existing at the time of base closure so that suitable habitat is available for the range of sensitive species known or expected to use these oak woodland environments. Management measures shall include, but not limited to maintenance of a large, contiguous block of oak woodland habitat, access control, erosion control and non-native species eradication. Specific management measures should be coordinated through the CRMP.</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>An oak woodland conservation area has not been designated. The Campus Town Specific Plan sets aside a "tree save" area with live oak trees within the Plan Area (approximately 1.5 acres). The project provides for the incorporation of new trees, which include coast live oak, and requires replacement of removed coast live oak trees recommended for preservation at a ratio of 1:1 on site and 1:5 off site. (Specific Plan, ch. 3.)</p>
<p>Program B-2.2: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall monitor, or cause to be monitored, those areas in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management</p>	<p>N</p>	<p>Incomplete ●</p>	<p>An oak woodland conservation area has not been designated and, therefore, no monitoring has occurred.</p>

Agreement and shall submit annual monitoring reports to the CRMP.			
<b>Biological Resources Policy B-3:</b> The [jurisdiction] shall preserve, enhance, restore, and protect coastal and vernal ponds, riparian corridors, and other wetland areas.		See BRP Programs below	
Program B-3.1: The [jurisdiction] shall require, prior to any development activities within the watersheds of riparian drainages, vernal pools, or other important wetlands in the habitat management areas or other habitat conservation areas, a watershed management plan be prepared to assure that such activities do not adversely affect the flow to or water quality of those drainages, ponds or wetlands.	N – there are no jurisdictional wetlands or waters, riparian habitats, or vernal pools in the Plan area	Ongoing ▲	Compliance requirement not triggered. There are no wetlands identified at development sites approved by Seaside within the former Fort Ord.
Program B-3.2: The [jurisdiction] shall evaluate areas proposed for new development during the site planning process to determine whether wetlands occur. In the event wetlands are present, the [jurisdiction] shall require that they either be avoided or replaced so that there is no net loss to wetland resources as a result of development on the site. Wetlands replacement/mitigation plan should be coordinated through the CRMP.	N	Ongoing ▲	See above
<b><i>Objective C: Avoid or minimize disturbance to natural land features and habitats through sensitive planning, siting and design as new development is proposed in undeveloped lands.</i></b>			
<b>Biological Resources Policy C-1:</b> The [jurisdiction] shall encourage that grading for projects in undeveloped lands be planned to complement surrounding topography and minimize habitat disturbance.		See BRP Programs below	
Program C-1.1: The [jurisdiction] shall encourage the use of landform grading techniques for 1) projects involving major changes to the existing topography, 2) large projects with several alternative lot and roadway design possibilities, 3) projects with known geological problem areas, or 4)	Y	Ongoing ▲	Each jurisdiction’s development review process (including design review for consistency with applicable adopted design guidelines) provides a mechanism for this Policy to be met. Compliance with CEQA requirements provides

<p>projects with potential drainage problems requiring diverters, dissipaters, debris basins, etc.</p>			<p>additional protections, including impact avoidance and incorporation of necessary mitigation measures regarding potential impacts on geology, aesthetics, and biological resources, among others. FORA’s development entitlement consistency determination process supplies an additional level of oversight for this requirement.</p>
<p><b>Biological Resources Policy C-2:</b> The [jurisdiction] shall encourage the preservation and enhancement of oak woodland elements in the natural and built environments. Refer to Figure 4.4-1 for general location of oak woodlands in the former Fort Ord.</p>		<p>See BRP Programs below</p>	
<p>Program C-2.1: The City shall adopt an ordinance specifically addressing the preservation of oak trees. At a minimum, this ordinance shall include restrictions for the removal of oaks of a certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed.</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>The City’s tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland.  The Campus Town Specific Plan sets aside a “tree save” area with live oak trees within the Plan Area (approximately 1.5 acres). The project provides for the incorporation of new trees, which include coast live oak, and requires replacement of removed coast live oak trees recommended for preservation at a ratio of 1:1 on site and 1:5 off site. (Specific Plan, sec. 3.5)</p>
<p>Program C-2.2: When reviewing project plans for developments within oak woodlands, the [jurisdiction] shall cluster development wherever possible so that contiguous stands of oak trees can be maintained in the non-developed natural land areas.</p>	<p>Y – see Program C-2.1 above</p>	<p>Ongoing ▲</p>	<p>See Program C-2.1. The Seaside Resort project clustered residential development and positioned lots and streets to minimize oak removal</p>
<p>Program C-2.3: The City shall require project applicants to submit a plot plan of the proposed development which: 1) clearly shows all existing trees (noting location, species, age, health, and diameter, 2) notes whether existing trees will be</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>This is a routine component of the submittal package for proposed development projects. FORA’s development entitlement consistency determination process supplies an additional</p>

<p>retained, removed or relocated, and 3) notes the size, species, and location of any proposed replacement trees.</p>			<p>level of oversight for this requirement.</p> <p>The project arborist report and VTM have identified all existing trees in the Plan area and whether they will be retained, removed, or replaced. The VTM also is conditioned on the preservation and/or replacement of existing oak trees and cypress trees (with specific size and planting requirements), the protection of existing trees during project construction, necessary remedial repairs, and ongoing maintenance. Additionally, individual project development applications are required to provide a schematic site plan identifying existing trees with accurate canopies and overlap between proposed building footprints and canopy/root system of existing street trees. Development applications also must specify any tree to be removed or altered and shall demonstrate compliance with the Coast Live Oak and Monterey Cypress tree replacement policies in the Specific Plan. Applications must identify the lot or off-site location on which the tree is located, or to be planted, provide a perimeter outline of an existing or proposed building on the lot, specify the location of the tree, and furnish a brief statement of the reason for the request. (See Project Arborist Report, Appx O to Project EIR; VTM sheets 4-12; VTM COA B; Specific Plan, secs. 6.3.1, 6.3.3.)</p>
<p>Program C-2.4: The [jurisdiction] shall require the use of oaks and other native plant species for project landscaping. To that end, the [jurisdiction] shall require collection and</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>The City's tree ordinance, Chapter 17.51 of the municipal code, does not specifically address oak trees or oak woodland.</p>

<p>propagation of acorns and other plant material from former Fort Ord oak woodlands be used for restoration areas or as landscape plants. However, this program does not exclude the use of non-native plant species.</p>			<p>The Campus Town Specific Plan encourages a diversity of native grasses and shrubs and drought-tolerant plants and trees to enhance the landscape character of the Monterey Bay region. In addition, project development would remove non-native invasive species currently found within the Plan Area, including ice plant mats. (See Specific Plan, sections 3.4, 3.5.)</p> <p>The Specific Plan includes provisions for the replacement of Coast Live Oaks, which include a requirement that Coast Live Oaks replaced off-site be planted in open space areas for oak forest naturalization from tree pots propagated from the Fort Ord/Marina area. (See Specific Plan, sec. 3.5.)</p>
<p>Program C-2.5: The [jurisdiction] shall provide the following standards for plantings that may occur under oak trees; 1) planting may occur within the dripline of mature trees, but only at a distance of five feet from the trunk and 2) plantings under and around oaks should be selected from the list of approved species compiled by the California Oaks Foundation (see Compatible Plants Under and Around Oaks).</p>	<p>Y</p>	<p>Incomplete ●</p>	<p>See Program C-2.1</p> <p>Project development is conditioned on construction buffers for oak trees. Any work done within the dripline of native trees shall be done under the direction of a Certified Arborist. Mulching within the dripline also is encouraged. (MMRP, BIO-1(g); Project Arborist Report, Appx O to Project EIR; VTM COA B.)</p>
<p>Program C-2.6: The [jurisdiction] shall require that paving within the dripline of preserved oak trees be avoided whenever possible. To minimize paving impacts, the surfaces around tree trunks should be mulched, paving materials should be used that are permeable to water, aeration vents should be installed in impervious pavement, and root zone excavation should be avoided.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Each jurisdiction's development review process (including design review for consistency with applicable adopted landscape guidelines and other design guidelines) provides a mechanism for this Policy to be met. Compliance with CEQA requirements provides additional protections, including impact avoidance and incorporation of necessary mitigation measures</p>

			<p>regarding potential impacts on biological resources such as trees, among others. FORA’s development entitlement consistency determination process supplies an additional level of oversight for this requirement.</p> <p>The Campus Town Specific Plan provides for limited interventions (such as walking paths) and minimal hardscape in the “tree save” areas to ensure that the area is publicly accessible for recreation without adversely impacting native wildlife. Mulching within the dripline also is encouraged. (Project Arborist Report, Appx O to Project EIR; VTM COA B; Specific Plan Section 3.4.2.1.A.)</p>
<p><b>Biological Resources Policy C-3:</b> Lighting of outdoor areas shall be minimized and carefully controlled to maintain habitat quality for wildlife in undeveloped natural lands. Street lighting shall be as unobtrusive as practicable and shall be consistent in intensity throughout development areas adjacent to undeveloped natural lands.</p>		<p>See BRP Program below</p>	
<p>Program C-3.1: The [jurisdiction] shall review lighting and landscape plans for all development adjacent to habitat conservation and corridor areas, or other open space that incorporates natural lands to ensure consistency with Policy C-3.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Each jurisdiction’s development review process (including design review for consistency with applicable adopted outdoor lighting guidelines and other design guidelines) provides a mechanism for this Program to be met. Compliance with CEQA requirements provides additional protections, including impact avoidance and incorporation of necessary mitigation measures regarding potential lighting impacts on sensitive receptors. FORA’s development entitlement consistency determination process supplies an additional level of oversight for this requirement.</p>

			The Proposed Project would minimize the effect of new lighting on nighttime ambient light levels and open space areas by the design of light fixtures and by adherence to the development standards set forth in the City's Municipal Code regarding lighting. (Project EIR, chs. 4.1, 4.3.)
<b>Objective D: Promote awareness and education concerning biological resources on the former Fort Ord.</b>			
<b>Biological Resources Policy D-1:</b> The [jurisdiction] shall require project applicants to implement a contractor education program that instructs construction workers on the sensitivity of biological resources in the vicinity and provides specifics for certain species that may be recovered and relocated from particular development areas.		See BRP Programs below	
Program D-1.1: The [jurisdiction] shall participate in the preparation of a contractor education program with other Fort Ord land use jurisdictions. The education program should describe the sensitivity of biological resources, provide guidelines for protection of special status biological resources during ground disturbing activities at the former Fort Ord, and outline penalties and enforcement actions for take of listed species under Section 9 of the Endangered Species Act and Section 2080 of the Fish and Game Code.	Y	Ongoing ▲	Contractor education programs are frequently required as a condition of approval or for compliance with CEQA mitigation measures. Project development is conditioned on a worker environmental awareness program. Prior to initiation of construction activities (including staging and mobilization) for each construction phase, the project proponent shall arrange for all personnel associated with project construction for the applicable phase to attend WEAP training, conducted by a City-approved biologist, to aid workers in recognizing special status resources that may occur in the construction area. (MMRP, BIO-1(h).)
Program D-1.2: The [jurisdiction] shall provide project applicants specific information on the protocol for recovered and relocation of particular species that may be encountered during construction activities.	Y	Ongoing ▲	This requirement is routinely addressed through the CEQA process by means of identifying a project's required mitigation measures and establishing a mitigation monitoring and reporting program. Under CEQA, these

			<p>elements are required to be understood and agreed-to by project proponents.</p> <p>In the event listed plant species are found, avoidance, minimization, and mitigation at a minimum 1:1 ratio are required. Mitigation may be higher based on consultation with CDFW and USFWS. A restoration plan also is required for restoration areas, which must include maintenance activities, monitoring, and adaptive management, among other requirements. (MMRP, BIO-1(a)-1(c).)</p> <p>In the event listed wildlife species are found, project development is conditioned on avoidance, minimization, and relocation based on CDFW and USFWS permitting requirements. (MMRP, BIO-1(d)-1(f); Project EIR, ch. 4.3.)</p>
<p><b>Biological Resources Policy D-2:</b> The [jurisdiction] shall encourage and participate in the preparation of educational materials through various media sources which describe the biological resources on the former Fort Ord, discuss the importance of the HMP and emphasize the need to maintain and manage the biological resources to maintain the uniqueness and biodiversity of the former Fort Ord.</p>		<p>See BRP Programs below</p>	
<p>Program D-2.1: The [jurisdiction] shall develop interpretive signs for placement in habitat management areas. These signs shall describe the resources present, how they are important to the former Fort Ord, and ways in which these resources are or can be protected.</p>	<p>N – the site does not contain habitat management areas</p>	<p>Incomplete ●</p>	<p>Interpretive signs have not been installed.</p>
<p>Program D-2.2: The [jurisdiction] shall coordinate production of educational materials through the CRMP process.</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>The BLM has posted educational materials on its Fort Ord National Monument website.</p>

<p>Program D-2.3: Where development will be adjacent to habitat management areas, corridors, oak woodlands, or other reserved open space, the [jurisdiction] shall require project applicants to prepare a Homeowner’s Brochure which describes the importance of the adjacent land areas and provides recommendations for landscaping, and wildfire protection, as well as describes measures for protecting wildlife and vegetation in adjacent habitat areas (i.e., access controls, pet controls, use of natives in the landscape, etc.)</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>Public information or brochures are frequently required as a condition of approval or for compliance with CEQA mitigation measures.</p>
<p><b>Objective E: Develop strategies for interim management of undeveloped natural land areas.</b></p>			
<p><b>Biological Resources Policy E-1:</b> The [jurisdiction] shall develop a plan describing how it intends to address the interim management of natural land areas for which the [jurisdiction] is designated as the responsible party.</p>		<p>See BRP Programs below</p>	
<p>Program E-1.1: The [jurisdiction] shall submit to the USFWS and CDFG, through CRMP, a plan for implementation of short-term habitat management for all natural lands, including consideration of funding sources, legal mechanisms and a time table to provide for prompt implementation of the following actions to prevent degradation of habitat:</p> <ul style="list-style-type: none"> <li>▪ Control of off-road vehicle use in all undeveloped natural land areas.</li> <li>▪ Prevent any unauthorized disturbance in all undeveloped natural land areas, but especially in designated conservation areas and habitat corridors.</li> <li>▪ Prevent the spread of non-native, invasive species that may displace native habitat.</li> </ul>	<p>N</p>	<p>Incomplete ●</p>	<p>An implementation plan has not been completed.</p>
<p>Program E-1.2: For natural lands areas under [jurisdiction] responsibility with partial or no HMP resource conservation or management requirements, the</p>	<p>N</p>	<p>Incomplete ●</p>	<p>Annual monitoring reports have not been submitted to BLM.</p>

[jurisdiction] shall annually provide the BLM evidence of successful implementation of interim habitat protection measures specified in Program E-1.1.			
<b>Biological Resources Policy E-2:</b> The [jurisdiction] shall monitor activities that affect all undeveloped natural lands, including but not limited to conservation areas and habitat corridors as specified and assigned in the HMP.		See BRP Programs below	
Program E-2.1: The [jurisdiction] shall conduct Land Use Status Monitoring in accordance with the methods prescribed in the Implementing Agreement for Fort Ord land under [jurisdiction] responsibility that has any natural lands identified by the baseline studies. This monitoring will provide data on the amount (in acres) and location of natural lands (by habitat type) disturbed by development since the date of land transfer for as long as the Implementing Agreement is in effect.	N	Incomplete ●	Annual reports have not been prepared. Individual managers (i.e. University of California, California Department of Parks and Recreation) engage in monitoring.
<b>CONSERVATION - AIR QUALITY</b>			
<b>Objectives, Policies, &amp; Programs</b>	<b>Resp. Entity</b>	<b>Status</b>	<b>Notes</b>
<i>Objective A: Protect and improve air quality.</i>			
<b>Air Quality Policy A-1:</b> Each jurisdiction shall participate in regional planning efforts to improve air quality.		See BRP Programs below	
Program A-1.1: Each jurisdiction shall continue to cooperate with the MBUAPCD in carrying out the regional Air Quality Management Plan.	Y	Ongoing ▲	Each jurisdiction is in communication with the Air District. Development of the Campus Town Specific Plan will not conflict with or obstruct implementation of the regional air quality management plan. (Project EIR, ch. 4.2.)
Program A-1.2: Each jurisdiction shall coordinate with the TAMC to carry out the Congestion Management Plan.	Y	Ongoing ▲	The jurisdictions coordinate with TAMC on an ongoing basis. Development of the Specific Plan is subject to fees imposed by the Transportation Agency of Monterey County (TAMC) for regional

			<p>transportation infrastructure improvements. Development of the project also is anticipated to reduce vehicle miles traveled in the Plan area, therefore reducing regional transportation impacts. (See Project EIR, ch. 4.14; Project Development Agreement.)</p>
<b>Air Quality Policy A-2:</b> Each jurisdiction shall promote local efforts to improve air quality.		See BRP Programs below	
<p>Program A-2.1: Each jurisdiction shall use the CEQA process to identify and avoid or mitigate potentially significant project specific and cumulative air quality impacts associated with development. As a Responsible Agency, the MBUAPCD implements rules and regulations for many direct and area sources of criteria pollutants and toxic air contaminants.</p>	Y	Ongoing ▲	<p>Identification, avoidance, and mitigation (as needed) of air quality impacts is a mandatory element of all projects that are subject to CEQA. This applies to General Plan and zoning changes as well as individual development projects.</p> <p>Pursuant to the project EIR, development of the Campus Town Specific Plan will have less than significant air quality impacts (and would not have a cumulatively considerable contribution) without the imposition of mitigation measures. (See City Council Resolution No. 20-09 (Certifying EIR); Project EIR, ch. 4.2.)</p>
<p>Program A-2.2: Each jurisdiction shall use the Transportation Demand Management Ordinance and similar transportation measures to encourage commute alternatives.</p>	Y	Ongoing ▲	<p>2004 Seaside General Plan Implementation Plan C-2.2.2 encourages TDM programs.</p> <p>Development of the Campus Town Specific Plan is conditioned on development of a Greenhouse Gas Reduction Program that reduces GHG emissions to net zero over the operational life of the project. This condition includes various options that may be used singularly or in combination to accomplish reduction goals, including residential and</p>

			<p>commercial TDM programs that provide: guaranteed rides home from campus; TDM coordinator or website to provide transit information and/or coordinate ridesharing; additional bicycle parking and/or shower and changing facilities; bike share; priority parking for carpools and vanpools; and emergency ride home program. (MMRP, GHG-1(d).)</p>
<p><b>Air Quality Policy A-3:</b> Integrate the land use strategies of the California Air Resources Board’s The Land Use – Air Quality Linkage – How Land Use and Transportation Affect Air Quality, into local land use decisions.</p>		<p>See BRP Programs below</p>	
<p>Program A-3.1: Each jurisdiction shall plan and zone properties, as well as review development proposals to promote the Land Use – Air quality linkage. This linkage includes, but is not limited to, enhancement of Central Business Districts, compact development patterns, residential densities that average above seven dwelling units per acre, clustered employment densities and activity centers, mixed use development, and integrated street patterns.</p>	<p>Y</p>	<p>Complete ■</p>	<p>The jurisdictions prepare and adopt general plan policies, specific plans, and design guidelines that support land use patterns consistent with this Program. Each jurisdiction’s development review process (including design review for consistency with applicable adopted policies, specific plans, and design guidelines) provides a mechanism for this Program to be met. Compliance with CEQA requirements provides additional protections, including impact avoidance and incorporation of necessary mitigation measures regarding air quality impacts. FORA’s consistency determination process supplies an additional level of oversight for this requirement, particularly at the legislative action stage before development entitlements for individual projects are considered.</p> <p>The Campus Town Specific Plan creates a mixed-use urban village with a variety of housing opportunities and retail, entertainment,</p>

			<p>and employment opportunities in close proximity to one another and the CSUMB campus to reduce per capita vehicle miles traveled. The Specific Plan also implements a multi-modal transportation network on-site through the design of complete streets and pedestrian-oriented streetscapes, which will encourage walkability. Every street in the Plan Area is designed to accommodate bicycle traffic, and the on-site bicycle network would be connected to existing and planned bicycle routes in the surrounding area and would include bicycle parking facilities. The Campus Town Specific has been designed to create transit-oriented corridors. The Plan area meets the criteria in California Public Resources Code Section 21155(a) and qualifies as a “high quality transit corridor.” (Specific Plan, chs. 3, 4; Project EIR, chs. 4.7, 4.10.)</p> <p>Development of the Specific Plan also is anticipated to reduce vehicle miles traveled in the Plan area, therefore reducing regional transportation impacts. (See Project EIR, ch. 4.14.)</p>
<p>Program A-3.2: Each jurisdiction shall zone high density residential and employment land uses to be clustered in and near activity centers to maximize the efficient use of mass transit.</p>	<p>Y</p>	<p>Complete ■</p>	<p>See Program A-3.1 above.</p> <p>Further, development in the Campus Town Specific Plan area will not interfere with existing transit facilities or conflict with planned transit facilities or adopted transit system plans, guidelines, policies, or standards included in the Association of Monterey Bay Governments Metropolitan Transportation Plan/Sustainable Communities Strategy, TAMC Regional</p>

			Transportation Plan, Base Reuse Plan, or Seaside General Plan. The project also will implement new transit facilities in the Specific Plan area and likely result in new transit routes that will benefit transit ridership, circulation, and access. (See Project EIR, ch. 4.14.)
<b>CONSERVATION - Cultural Resources</b>			
<i>Objective A: Identify and protect all cultural resources at the former Fort Ord.</i>			
<b>Cultural Resources Policy A-1:</b> The [jurisdiction] shall ensure the protection and preservation of archaeological resources at the former Fort Ord.		See BRP Programs below	
Program A-1.1: The jurisdiction shall conduct a records search and a preliminary archaeological surface reconnaissance as part of environmental review for any development project(s) proposed in a high archaeological resource sensitivity zone.	Y	Ongoing ▲	A project's impacts on archaeological resources are a required subject area under CEQA. This Program's requirement is covered through the CEQA process by means of identifying a project's required mitigation measures and establishing a mitigation monitoring and reporting program. Under CEQA, these elements are required to be understood and agreed-to by project proponents.  There are no known archaeological resources within the project site. However, all future development with the Campus Town Specific Plan area is subject to mandatory mitigation requirements in the event unknown resources are found, including paleontological monitoring, a worker's environmental awareness program, and treatment plans prepared in consultation with a tribal representative. (See MMRP, CUL-2(a), 2(b), GEO-5; Project EIR, ch. 4.4.)
Program A-1.2: The [jurisdiction] shall require that all known and discovered sites on the former Fort Ord with	Y – see Program A-1.1	Ongoing ▲	See Program A-1.1 above.

resources likely to be disturbed by a proposed project be analyzed by a qualified archaeologist with local expertise, recommendations made to protect and preserve resources and, as necessary, restrictive covenants imposed as a condition of project action or land sale.	above		
Program A-1.3: As a contractor work specification for all new construction projects, the [jurisdiction] shall include that during construction upon the first discovery of any archaeological resource or potential find, development activity shall be halted within 50 meters of the find until the potential resources can be evaluated by a qualified professional archaeologist and recommendations made.	Y – see Program A-1.1 above	Ongoing ▲	In order for a development project to be in compliance with CEQA during the construction phase, all construction-relevant mitigation measures (including those relating to avoiding and minimizing impacts on archaeological resources) must be conveyed to, and carried out by, construction personnel.
<b>Cultural Resources Policy A-2:</b> The [jurisdiction] shall provide for and/or support protection of Native American cultural properties at the former Fort Ord.		See BRP Programs below	
Program A-2.1: The [jurisdiction] shall coordinate with the California Native American Heritage Commission and California Native American points of contact for this region to identify traditional cultural properties located on former Fort Ord lands.	Y	Ongoing ▲	Consultation with tribal representatives is required for general plan amendments and is performed by jurisdictional staff or their consultants as needed to avoid or minimize potential impacts to cultural resources. Notification of the California Native American Heritage Commission and a cultural resources investigation is typically required as part of the CEQA process. These processes screen for the presence of sacred lands.  In connection with preparation of the EIR, the City consulted with local Native American tribes in accordance with state law. (See Project EIR, ch. 4.15.)
Program A-2.2: If traditional cultural properties are found to exist on the [jurisdiction's] lands at the former Fort Ord, the jurisdiction shall ensure that deeds transferring Native American traditional properties include covenants that	N	Ongoing ▲	The Esselen Nation did not receive Federal recognition or lands through the PBC process conducted for Former Fort Ord lands. No traditional cultural lands have been officially

<p>protect and allow Native Americans access to these properties. These covenants will be developed in consultation with interested Native American groups, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation. Leases will contain clauses that require compatible use and protection as a condition of the lease.</p>			<p>identified to date.</p>
<p><b>Objective B: Preserve and protect historically significant resources at the former Fort Ord.</b></p>			
<p><b>Cultural Resources Policy B-1:</b> The [jurisdiction] shall provide for the identification, protection, preservation, and restoration of the former Fort Ord’s historically and architecturally significant resources.</p>		<p>See BRP Programs below</p>	
<p>Program B-1.1: The [jurisdiction] shall seek funding that can be used to rehabilitate, restore, and preserve existing historic resources at the former Fort Ord.</p>	<p>N – no historic resources are located within the Campus Town Specific Plan area. (See Project EIR, ch. 4.4, Appx S (Historic Resources Evaluation).)</p>	<p>Ongoing ▲</p>	<p>The jurisdictions seek grant funding for a variety of purposes, including the preservation of structures.</p>
<p>Program B-1.2: The [jurisdiction] shall maintain historic buildings at the former Fort Ord in accordance with local and state historic preservation standards and guidelines, and condition their sale or transfer with protective covenants. These covenants will be developed in consultation with the SHPO, the Advisory Council on Historic Preservation, and interested parties.</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>Buildings proposed for demolition are required to be screened for historic significance in accordance with Department of Parks and Recreation guidelines.</p>
<p>Program B-1.3: The City shall regulate the demolition of buildings of architectural or historic importance at the former Fort Ord and make sure that such demolition does</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>The CEQA process (State law) requires impact avoidance and mitigation--including possible relocation of historic buildings-- to occur, or to</p>

<p>not occur without notice and hearing. Wherever possible, the City shall encourage the moving of buildings proposed to be demolished when other means for their preservation cannot be found.</p>		<p>be determined infeasible, before demolition can be approved by a jurisdiction. CEQA also requires public notification of proposed projects and, in the case of significant impacts such as demolition of historic buildings, requires an Environmental Impact Report with associated public hearings. Each jurisdiction's development review process provides additional mechanisms requiring public notice and hearings. First is the determination of the structure being an eligible historic resource.</p>
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## BASE REUSE PLAN – NOISE ELEMENT

Goal: To protect people who live, work, and recreate in and around the former Fort Ord from the harmful effects of exposure to excessive noise; to provide noise environments that enhance and are compatible with existing and planned uses; and to protect the economic base of the former Fort Ord by preventing encroachment of incompatible land uses within areas affected by existing or planned noise-producing uses.			
Noise			
Base Reuse Plan Objectives, Policies, & Programs	Is the policy/ program applicable to the subject action? (Y/N)	Completion status, per Reassessment Report	Notes from Reassessment Report
<i>Objective A: Ensure that application of land use compatibility criteria for noise and enforcement of noise regulations are consistent throughout the Fort Ord Planning area.</i>			
Noise Policy A-1: The City shall coordinate with the other local entities having jurisdiction within the former Fort Ord in establishing a consistent set of guidelines for controlling noise.		See BRP Programs below	
Program A-1.1: The City shall adopt the land use compatibility criteria for exterior community noise shown in Table 4.5-3 for application in the former Fort Ord.	Y	Incomplete ●	2004 Seaside General Plan Table N-2 presents the City's noise criteria. The City's noise criteria are 5 to 10 dBA higher for three categories of land use (residential, schools, industrial) compared to Fort Ord Reuse Plan Table 4.5-3. Development of the Campus Town Specific Plan is conditioned on detailed analyses of exposure to ambient noise and the inclusion of sufficient noise insulation features in development design, pursuant to FORA and California Building Code standards. (City Council Resolution No. 20-09 (Certifying EIR); Project EIR, ch. 4.11.)
Program A-1.2: The City shall adopt a noise ordinance to control noise from non-transportation sources, including	Y	Incomplete ●	Seaside Municipal Code Chapter 9.12 controls noise in Seaside. The Chapter does not include

<p>construction noise, that incorporates the performance standards shown in Table 4.5-4, for application in the former Fort Ord.</p>			<p>specific noise performance standards.  <b>Construction of the Campus Town Specific Plan is conditioned on standard measures to mitigate construction noise. (MMRP, N-1, N-1; Project EIR, ch. 4.11.)</b></p>
<p><b><i>Objective B: Ensure through land use planning that noise environments are appropriate for and compatible with existing and proposed land uses based on noise guidelines provided in the noise element.</i></b></p>			
<p><b>Noise Policy B-1:</b> The City shall ensure that the noise environments for existing residences and other existing noise-sensitive uses do not exceed the noise guidelines presented in Tables 4.5-3 and 4.5-4, where feasible and practicable.</p>		<p>See BRP Programs below</p>	
<p>Program B-1.1: The [jurisdiction] shall develop and implement a program that identifies currently developed areas that are adversely affected by noise impacts and implement measures to reduce these impacts, such as constructing noise barriers and limiting the hours of operation of the noise sources.</p>	<p><b>Y – see Programs A-1.1 and A-1.2 above</b></p>	<p>Incomplete ●</p>	<p>The jurisdictions investigate noise effects of proposed projects on existing development through the environmental review process, consistent with general plan policies, but do not proactively address existing noise issues at existing developments.</p>
<p>Program B-1.2: Wherever practical and feasible, the [jurisdiction] shall segregate sensitive receptors, such as residential land uses, from noise generators through land use.</p>	<p><b>Y</b></p>	<p>Complete ■</p>	<p>The 2004 Seaside General Plan land use map places most residential uses at a distance from State Route 1. Future/new residential land uses adjacent to General Jim Moore Boulevard could experience street noise above desirable levels, but it is expected noise attenuation would be identified and required at the project design phase. No noise-generating land uses are adjacent to schools or residential areas.  <b>Development of the Specific Plan and the resulting addition of traffic will only incrementally increase noise levels at existing sensitive receptors. Further, traffic noise will not exceed roadway noise thresholds. New development is conditioned on detailed</b></p>

			analyses of exposure to ambient noise and the inclusion of sufficient noise insulation features in development design, pursuant to FORA and California Building Code standards. (City Council Resolution No. 20-09 (Certifying EIR); Project EIR, ch. 4.11.)
<b>Noise Policy B-2:</b> By complying with the noise guidelines presented in Tables 4.5-3 and 4.5-4, the City shall ensure that new development does not adversely affect existing or proposed uses.		See BRP Programs below	
Program B-2.1: See description of Program A-1.1 above.			
Program B-2.2: See description of Program A-1.2 above.			
<b>Noise Policy B-3:</b> The City shall require that acoustical studies be prepared by qualified acoustical engineers for all new development that could result in noise environments above noise range I (normally acceptable environment), as defined in Table 4.5-3. The studies shall identify the mitigation measures that would be required to comply with the noise guidelines, specified in Tables 4.5- 3 and 4.5-4, to ensure that existing or proposed uses will not be adversely affected. The studies should be submitted prior to accepting development applications as complete.	Y – see Programs A-1.1 and A-1.2 above	Incomplete ●	The jurisdictions prepare noise studies as part of the environmental review of projects. The noise studies are based on each jurisdiction’s noise standards, which vary from those of the Fort Ord Reuse Plan (see Program A-1.1 and A-1.2 above), however, found to be consistent under the General Plan.
<b>Noise Policy B-4:</b> The City shall enforce the State Noise Insulation Standards (California Administrative Code, Title 24) which require that interior sound levels of 45 dB-Ldn be achieved for new multi-family dwelling, condominium, hotel, and motel uses.	Y – see Program A-1.1 above	Ongoing ▲	The jurisdictions all maintain an internal standard of 45 dB-Ldn (a 24-hour weighted average that is a commonly used noise metric). This standard is typically enforced through standard design measures at the plan check (building permit) stage.  Development of the Campus Town Specific Plan will comply with all relevant state laws.
<b>Noise Policy B-5:</b> If, through site planning or the architectural layout of buildings, it is not feasible or practicable to comply with the noise guidelines presented in Tables 4.5-3 and 4.5-4,	Y – see Programs A-1.1 and A-1.2	Ongoing ▲	The jurisdictions all maintain an internal standard of 45 dB-Ldn.

<p>the City shall require the following, as conditions to approval: that noise barriers be provided for new development to ensure that the noise guidelines are met; or that acoustical treatments be provided for new buildings to ensure that interior noise levels would be reduced to less than 45 dB-Ldn.</p>	<p>above</p>		
<p><b>Noise Policy B-6:</b> If the ambient day-night average sound level (DNL) exceeds the normally acceptable noise range for residential uses (low density single family, duplex, and mobile homes; multi-family; and transient lodging), as identified in Table 4.5-3, new development shall not increase ambient DNL in residential areas by more than 3 dBA measured at the property line. If the ambient DNL is within the normally acceptable noise range for residential uses, new development shall not increase the ambient DNL by more than 5 dBA measured at the property line.</p>	<p>Y – see Programs A-1.1, A-1.2, and B-1.2 above</p>	<p>Ongoing ▲</p>	<p>These standards match common noise thresholds for environmental review, and are implemented by the jurisdictions.</p>
<p><b>Noise Policy B-7:</b> If the ambient DNL exceeds the normally acceptable noise range for commercial (office buildings and business, commercial, and professional uses) or industrial (industrial, manufacturing, utilities, and agriculture) uses, as identified in Table 4.5-3, new development in commercial or industrial areas shall not increase the ambient DNL by more than 5 dBA measured at the property line.</p>	<p>Y – see Programs A-1.1 and A-1.2 above</p>	<p>Ongoing ▲</p>	<p>These standards match common noise thresholds for environmental review, and are implemented by the jurisdictions.</p>
<p><b>Noise Policy B-8:</b> If the ambient DNL exceeds the normally acceptable noise range for public or institutional uses (passively and actively used open spaces; auditoriums, concert halls, and amphitheaters; schools, libraries, churches, hospitals and nursing homes; golf courses, riding stables, water recreation areas, and cemeteries), as identified in Table 4.5-3, new development shall not increase ambient Ldn by more than 3 dBA measured at the property line.</p>	<p>Y – see Programs A-1.1, A-1.2, and B-1.2 above</p>	<p>Ongoing ▲</p>	<p>These standards match common noise thresholds for environmental review, and are implemented by the jurisdictions.</p>
<p><b>Noise Policy B-9:</b> The City shall require construction contractors to employ noise-reducing construction practices.</p>	<p>Y – see Programs A-1.1</p>	<p>Ongoing ▲</p>	<p>Seaside Municipal Code Chapter 9.12 controls noise in Seaside, including construction noise.</p>

	and A-1.2 above		
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**BASE REUSE PLAN – SAFETY ELEMENT**

Goal: To prevent or minimize loss of human life and personal injury, damage to property, and economic and social disruption potentially resulting from potential seismic occurrences and geologic hazards.			
SAFETY -- SEISMIC AND GEOLOGIC HAZARDS		(Draft)	(Draft)
<p><b>Base Reuse Plan</b> <b>Objectives, Policies, &amp; Programs</b></p>	<p><b>Is the policy/ program applicable to the subject action? (Y/N)</b></p>	<p><b>Completion status, per Reassessment Report</b></p>	<p><b>Notes from Reassessment Report</b></p>
<p><i>Objective A: Protect and ensure public safety by regulating and directing new construction (location, type, and density) of public and private projects, and critical and sensitive facilities away from areas where seismic and geologic hazards are considered likely predictable so as to reduce the hazards and risks from seismic and geologic occurrences.</i></p>			
<p><b>Seismic and Geologic Hazards Policy A-1:</b> The [jurisdiction] shall develop standards and guidelines and require their use in new construction to provide the greatest possible protection for human life and property in areas where there is a high risk of seismic or geologic occurrence.</p>		<p>See BRP Programs below</p>	
<p>Program A-1.1: The [jurisdiction] shall regularly update and make available descriptions and mapping of seismic and geologic hazard zones and associated risk factors for each, including feasible and effective engineering and design techniques that address the seismic and geologic hazard zone characteristics of the former Fort Ord. Seismic and geology hazard zones should include areas and risk factors associated with ground-shaking, ground rupture, ground failure and landslides susceptibility, liquefaction and tsunamis.</p>	<p><b>Y</b></p>	<p>Ongoing ▲</p>	<p>Each jurisdiction adopts the current version of the California Building Code every three years, including requirements for the design of each building to the appropriate seismic design category. Seismic design categories are determined by a combination of spectral response acceleration, soil type, and occupancy type. The State Department of Conservation, California Geological Survey and the United States Geological Survey issue maps and data used by engineers to assess seismic conditions for the appropriate design of buildings.</p> <p style="background-color: yellow;">The Specific Plan Area is not located within an Alquist-Priolo Earthquake Fault Zone, as delineated by the State Geologist, and there are</p>

			no known active faults crossing or trending toward the Plan Area. Additionally, the Preliminary Geotechnical Investigation report concluded that the potential for fault-related ground-rupture at the site is considered low. Further, development of the Plan area will conform with California Building Code standards related to seismic activity, and final design geotechnical reports are required to confirm geotechnical criteria for design and construction proposed improvements. If potential geologic impacts are identified, project applicants may be required to mitigate the impacts per the recommendations contained within the soil and geologic (geotechnical) studies. (Project EIR, ch. 4.6.)
Program A-1.2: The [jurisdiction] shall establish setback requirements for new construction, including critical and sensitive facilities, for each seismic hazard zone with a minimum of 200 feet setback to a maximum of one quarter (1/4) mile setback from an active seismic fault. Critical and sensitive buildings include all public or private buildings essential to the health and safety of the general public, hospitals, fire and police stations, public works centers, high occupancy structures, schools, or sites containing or storing hazardous materials.	N	Incomplete ●	The Alquist-Priolo Act requires fault line setbacks for occupied buildings; however, there are no Alquist-Priolo faults within Fort Ord. The Reliz, Ord Terrace, and Seaside Faults cross portions of Fort Ord, but are not included within the Alquist-Priolo program. The City of Seaside has not adopted a fault zone setback requirement.
<b>Seismic and Geologic Hazards Policy A-2:</b> The [jurisdiction] shall use the development review process to ensure that potential seismic or geologic hazards are evaluated and mitigated prior to construction of new projects.		See BRP Programs below	
Program A-2.1: The [jurisdiction] shall require geotechnical reports and seismic safety plans when development projects or area plans are proposed within zones that involve high or very high seismic risk. Each plan shall be prepared by a	N – The Specific Plan Area is not located within	Ongoing ▲	The CEQA process requires project- and site-specific identification, avoidance, and mitigation of seismic-related risks and impacts. This issue is then addressed at a more detailed level at the

<p>certified geotechnical engineer and shall be subject to the approval of the Planning Director for the City of Marina.</p>	<p>an Alquist-Priolo Earthquake Fault Zone, as delineated by the State Geologist, and there are no known active faults crossing or trending toward the Plan Area. See also Program A-1.1 above</p>		<p>plan check (building permit) stage under applicable building code requirements. Conformance with both of these regulatory mechanisms, as needed, is ensured through state law and the individual jurisdiction's enforcement and inspection procedures.</p>
<p>Program A-2.2: Through site monitoring, the [jurisdiction] shall ensure that all measures included in the project's geotechnical and seismic safety plans are properly implemented and a report shall be filed and on public record prepared by the Planning Director and/or Building Inspector confirming such.</p>	<p>Y – see Program A-1.1 above</p>	<p>Ongoing ▲</p>	<p>See above</p>
<p>Program A-2.3: The [jurisdiction] shall continue to update and enforce the Uniform Building Code to minimize seismic hazards impacts from resulting from earthquake induced effects such as ground shaking, ground rupture, liquefaction, and or soils problems.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The jurisdictions enforce building codes through their plan check and building inspection processes. UBC and the California Building Code (CBC) are updated from time to time, and may be enhanced with local amendments to meet each jurisdiction's individual circumstances.</p> <p>Development of the Specific Plan is subject to the provisions of the City's building, mechanical, plumbing, electrical regulations and similar uniform construction regulations,</p>

			including, but not limited to, the California Building Code and other similar or related uniform construction codes. (Development Agreement, sec. 9(b).)
<b>Seismic and Geologic Hazards Policy A-3:</b> The City shall designate areas with severe seismic hazard risk as open space or similar use if adequate measures cannot be taken to ensure the structural stability of habitual [sic] buildings and ensure the public safety.		See BRP Programs below	
Program A-3.1: As appropriate, the City should amend its General Plan and zoning maps to designate areas with severe seismic hazard risk as open space if not [sic] other measures are available to mitigate potential impacts.	N – The Specific Plan Area is not located within an Alquist-Priolo Earthquake Fault Zone, as delineated by the State Geologist, and there are no known active faults crossing or trending toward the Plan Area	Incomplete ●	The Ord Terrace and Seaside faults extend into Fort Ord at General Jim Moore Boulevard. These areas are designated for Medium Density Residential Development. See above.
<b>Objective B: Promote public safety by inventorying and regulating renovation of existing structures, including critical or sensitive facilities at the former Fort Ord to current seismic safety standards.</b>			
<b>Seismic and Geologic Hazards Policy B-1:</b> The [jurisdiction] shall develop an inventory of critical and sensitive buildings and structures on the former Fort Ord, including all public or private buildings essential to the health and safety of the general public, hospitals, fire and police stations, public works centers, high occupancy structures, school, or sites containing or storing hazardous materials.		See BRP Program below	

<p>Program B-1.1: The [jurisdiction] shall evaluate the ability of critical and sensitive buildings to maintain structural integrity as defined by the Uniform Building Code (UBC) in the event of a 6.0 magnitude or greater earthquake. The Public Works Director shall inventory those existing facilities determined to be unable to maintain structural integrity, and make recommendations for modifications and a schedule for compliance with the UBC. The [jurisdiction] shall implement these recommendations in accordance with the schedule.</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>Each jurisdiction’s building department assesses the structural integrity of the buildings at Fort Ord prior to re-use and occupancy or issuance of permits for renovation. Note that the Uniform Building Code is superseded by the California Building Code.</p>
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***Objective C: Protect, ensure, and promote public safety through public education regarding earthquake preparedness and post-earthquake recovery practices.***

<p><b>Seismic and Geologic Hazards Policy C-1:</b> The [jurisdiction] shall, in cooperation with other appropriate agencies, create a program of public education for earthquakes which includes guidelines for retrofitting of existing structures for earthquake protection, safety procedures during an earthquake, necessary survival material, community resources identification, and procedures after an earthquake.</p>	<p>See BRP Program below</p>		
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<p>Program C-1.1: The [jurisdiction] shall prepare and/or make available at City Hall libraries and other public places, information and educational materials regarding earthquake preparedness.</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>The jurisdictions provide a variety of informational brochures at the building department, including brochures on earthquake safety and building retrofitting.</p>
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**SAFETY – FIRE, FLOOD, AND EMERGENCY MANAGEMENT**

***Objective A: Protect public safety by minimizing the risk from fire hazards especially wildfire in grassland and wooded areas in the Fort Ord region.***

<p><b>Fire, Flood, and Emergency Management Policy A-2:</b> The [jurisdiction] shall reduce fire hazard risks to an acceptable level by inventorying and assigning risk levels for wildfire hazards and regulating the type, density, location, and/or design and construction of new developments, both public and private.</p>	<p>See BRP Programs below</p>		
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<p>Program A-1.1: The [jurisdiction] shall incorporate the</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Each jurisdiction includes the appropriate fire</p>
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<p>recommendations of the [jurisdiction's] Fire Department for all residential, commercial, industrial, and public works projects to be constructed in high fire hazard areas before a building permit can be issued. Such recommendations shall be in conformity with the current applicable Uniform Building Code Fire Hazards Policies. These recommendations should include standards of road widths, road access, building materials, distances around structures, and other standards for compliance with the UBC Fire Hazards Policies.</p>			<p>department in the review of development and building proposals. Note that the Uniform Building Code is superseded by the California Building Code (including the California Fire Code).</p> <p>Though the Specific Plan area is not within a CAL FIRE-designated very high fire hazard zone, the eastern portion of the Plan area is designated as a high fire hazard zone.</p> <p>Accordingly, development of new roadways in the Plan Area would be required to comply with Fire Code Chapter 10, which addresses fire related Means of Egress, including Fire Apparatus Access Road width requirements. The Plan Area is also in proximity to several evacuation routes, including General Jim Moore Boulevard, Lightfighter Drive, and Gigling Road.</p> <p>Prior to construction of new dwellings that require a building permit, California Government Code 51182 would require that the developer obtain certification from the local building official that the building complies with all applicable state and local fire standards. New development also would be subject to statewide standards for fire safety in the California Fire Code, as incorporated by reference in Seaside Municipal Code Section 15.04.170. (Project EIR, ch. 4.17.)</p>
<p><b>Fire, Flood, and Emergency Management Policy A-2:</b> The [jurisdiction] shall provide fire suppression water system guidelines and implementation plans for existing and acquired</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>Each jurisdiction includes the appropriate fire department in the review of development and building proposals.</p>

<p>former Fort Ord lands equal to those recommended in the Fort Ord Infrastructure Study (FORIS Section Table 4.1.8) for fire protection water volumes, system distribution upgrades, and emergency water storage.</p>			<p>Development of the Project would be consistent with 2004 General Plan Implementation Plan S-1.3.2, which requires coordination with the Seaside Fire Department to ensure adequate water pressure from existing developed areas and sites to be developed are adequate for firefighting purposes; conformance of the Project to Fire Department requirements; and fire sprinklers in all new buildings. Development of the project will also be consistent with Seaside policies requiring fire protection for former Fort Ord by providing fire suppression water system guidelines and implementation plans for existing and acquired former Fort Ord lands. (Project EIR, ch. 4.17.)</p>
<p><b>Fire, Flood, and Emergency Management Policy A-3:</b> The [jurisdiction] shall develop in cooperation with other Fort Ord jurisdictions and the surrounding communities fire protection agencies, a fire management plan to ensure adequate staff levels, response time, and fire suppression operations in high fire hazard areas of the former Fort Ord. The fire management plan shall also include a fire “fuel management program” in conjunction with (the County of Monterey) and the Bureau of Land Management.</p>		<p>See BRP Programs below</p>	
<p>Program A-3.1: The [jurisdiction] shall develop with appropriate fire protection agencies, a mutual and/or automatic fire aid agreement to assure the most effective response.</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>The jurisdictions are participants in the State Master Mutual Aid Agreement and/or the Monterey County Fire Chiefs Association In County Mutual Aid Plan.</p>
<p>Program A-3.2: The [jurisdiction] shall develop a public education program on fire hazards and citizen responsibility, including printed material, workshops, or school programs, especially alerting the public to wildfire</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>The City’s Fire Department presents fire safety, fire prevention, and other safety programs to schools and organizations.</p>

<p>dangers, evacuation routes, fire suppression methods, and fuel management including methods to reduce fire hazards such as bush clearing, roof materials, plant selection, and emergency water storage guidelines.</p>			
<p><b>Fire, Flood, and Emergency Management Policy A-4:</b> The [jurisdiction] shall evaluate the need for additional fire station and fire suppression facilities and manpower within areas of the former Fort Ord which the [jurisdiction] plans to annex in order to provide acceptable fire/emergency response time.</p>	<p>Y</p>	<p>Ongoing ▲</p>	<p>The City’s Broadway fire station and the Presidio of Monterey’s fire station on General Jim Moore Boulevard provide adequate first response for most areas of Fort Ord within the City. The Main Gate Specific Plan notes the need for a new fire station in north Seaside. The environmental review of development projects will include an assessment of the need for additional fire suppression facilities.</p> <p>In order to provide the required fire station staffing to meet the Seaside General Plan standards, expansion of the either the existing SFD fire station or the Presidio of Monterey Fire Department station or construction of a new fire station could be required. With the expansion of fire department facilities and employees to serve the Plan Area and existing needs of the City, SFD response times would be maintained.</p> <p>The Plan Area currently includes the Presidio of Monterey fire station located on the east side General Jim Moore Blvd between Lightfighter Drive and Gigling Road. The Specific Plan contemplates that the City may relocate the existing Presidio of Monterey Fire Station, with a new fire station being constructed at another location. The new facility would be a shared-use facility between the Presidio of Monterey, the</p>

			<p>City of Seaside, and the City of Marina, all of whom share a mutual aid agreement. The joint peninsula fire services are currently analyzing the best location for a new fire station. It is anticipated that the new fire station will be approximately 15,000 square feet and operational before the closure of the existing fire station. It will be located on an approximately two-acre site in proximity to the Plan Area. (Project EIR, ch. 4.13.)</p> <p>Additionally, the Specific Plan requires that the replacement fire station be completed and operational prior to closure of the Fire Station. (See Development Agreement Section 11(a) and Specific Plan Section 4.5.2.2.)</p>
<b><i>Objective B: Protect public safety by minimizing the risk from flooding and develop policies and implementation programs which will protect people from flooding.</i></b>			
<b>Fire, Flood, and Emergency Management Policy B-1:</b> The [jurisdiction] shall identify areas within the former Fort Ord that may be subject to 100-year flooding (in the Salinas River Bluffs area) and restrict construction of habitable building structures in this area.	N	Complete ■	No parts of Seaside within Fort Ord are designated as 100-year flood zones.
<b><i>Objective C: Promote public safety through effective and efficient emergency management preparedness.</i></b>			
<b>Fire, Flood, and Emergency Management Policy C-1:</b> The [jurisdiction] shall develop an emergency preparedness and management plan, in conjunction with the (City of Seaside, City of Marina, the County of Monterey), and appropriate fire, medical, and law enforcement agencies.			See BRP Programs below
Program C-1.1: The [jurisdiction] shall identify city emergency evacuation routes and emergency response	N – the project will not	Complete ■	2004 Seaside General Plan Figure S-6 is consistent with the evacuation Routes shown in

staging areas with those of the (City of Seaside, City of Marina, and the County of Monterey), and shall adopt the Fort Ord Evacuation Routes Map (See Figure 4.6-2) as part of the [jurisdiction’s] emergency response plans.	interfere with adopted emergency response plans (Project EIR, ch. 4.8)		Fort Ord Reuse Plan Figure 4.6-2.
Program C-1.2: The [jurisdiction] shall establish a community education program to train volunteers to assist police, fire, and civil defense personnel during and after a major earthquake, fire, or flood.	N	Ongoing ▲	The Central Coast Community Emergency Response Team (CERT) Association provides training for citizens and community organizations in Monterey County.
Program C-1.3: The [jurisdiction] shall identify a “critical facilities” inventory, and in conjunction with appropriate emergency and disaster agencies, establish guidelines for operations of such facilities during an emergency.	N	Incomplete ●	The City of Seaside has not prepared an inventory or operations plan for critical facilities.

<b>SAFETY – HAZARDOUS AND TOXIC MATERIALS SAFETY</b>		(Draft)	(Draft)
<i>Objective A: Ensure the timely and complete compliance by the U. S. Army with the Remedial Investigation/Feasibility Study and associated remedial action ROD as part of the land transfer process.</i>			
<b>Hazardous and Toxic Materials Safety Policy A-1:</b> The [jurisdiction] shall monitor and report to the public all progress made on the RA-ROD.		See BRP Programs below	
Program A-1.1: The City shall make timely reviews of the RA-ROD implementation progress and maintain a public record of property locations which contain hazardous material, including a timetable for and the extent of remediation to be expected.	Y	Ongoing ▲	This function is overseen by the U.S. Army’s Base Reuse and Closure (BRAC) office. The jurisdiction maintains communications with the BRAC office.  The Specific Plan Area has remnant hazardous materials from military uses at the former Fort Ord. In December 2018, the United States Army began demolition of 28 abandoned buildings containing hazardous materials in the

			<p>Plan Area. Although hazardous materials are currently present in the remaining undemolished buildings in the Plan Area, the Army is required to remediate and safely dispose of them as part of the approved cleanup process, even though the land has already been transferred for project development. Demolition and remediation activity in the Plan Area have been previously approved pursuant to the FORA Capital Improvements Program. The USEPA oversees the remediation process, and the Army must also submit findings to the CalEPA. Remediation of hazardous materials, either by the Army or the project owner, will occur in accordance with the approved cleanup process. Accordingly, concentrations of contaminants in the Plan Area will not exceed State regulatory limits after this remediation process is completed. (See Project EIR, ch. 4.8.)</p>
<p>Program A-1.2: The [jurisdiction] shall make timely reviews of the Army's RA-ROD implementation progress and report to the public the Army's compliance with all of the federal Environmental Protection Agency's rules and regulations governing munitions waste remediation including treatment, storage, transportation, and disposal.</p>	N	Ongoing ▲	<p>This function is overseen by the U.S. Army's Base Reuse and Closure (BRAC) office. The jurisdiction maintains communications with the BRAC office.</p>
<p>Program A-1.3: All construction plans for projects in the City/County shall be reviewed by the Presidio of Monterey, Directorate of Environmental and Natural Resources Management (DENR), to determine if construction is planned within known or potential OE areas unless an alternative mechanism is approved by the City/County and</p>	Y	Ongoing ▲	<p>The jurisdictions coordinate with the DENR for review of plans within Fort Ord.  Note: "OE" refers to ordnance and explosives.  Seaside has adopted an ordinance to control and restrict excavation of contaminated soil.  The project is required to comply with all</p>

DENR.			federal, state, and local regulations regarding toxic and hazardous substances. All known munitions areas are located outside the Specific Plan area. (See Project EIR, ch. 4.8.)
Program A-1.4: Before construction activities commence on any element of the proposed project, all supervisors and crews shall attend an Army sponsored OE safety briefing. This briefing will identify the variety of OE that are expected to exist on the installation and the actions to be taken if a suspicious item is discovered.	Y – see Program A-1.3 above	Complete ■	Municipal Code Chapter 15.34 requires excavation/digging permits and delivery/explanation of safety notices to all workers involved in the digging or excavation.
<b><i>Objective B: Protect and ensure public safety during the remediation of hazardous and toxic materials sites on the former Fort Ord including clearance, treatment, transport, disposal, and/or closure of such sites containing ordnance and explosives, landfills, above and below ground storage facilities, and buildings with asbestos and/or lead base paint.</i></b>			
<b>Hazardous and Toxic Materials Safety Policy B-1:</b> The [jurisdiction] shall monitor implementation procedures of the RA-ROD and work cooperatively with the U. S. Army and all contractors to ensure safe and effective removal and disposal of hazardous materials, ensure compliance with all applicable regulations and hazardous materials and provide for the protection of the public during remediation activities.		See BRP Programs below	
Program B-1.1: The [jurisdiction] shall develop and make available a list of the locations and timeframe for remediation of buildings scheduled for renovation which contain asbestos and/or lead base paint.	N	Ongoing ▲	The jurisdictions do not maintain a list or timetable for remediation of such buildings. However, levels of asbestos and lead-based paint in buildings that are anticipated to be rehabilitated for reuse are relatively low in comparison to the WWII-era buildings, most of which will be demolished.
Program B-1.2: The [jurisdiction] shall ensure public safety for asbestos and/or lead paint removal by reviewing remediation plans and determining that such remediation is being conducted by licensed and certified asbestos abatement and building demolition contractors.	Y – see Program A-1.1 above	Ongoing ▲	Lead removal is subject to regulations overseen by DTSC and asbestos removal is subject to permitting by the Air District. Jurisdictional building departments ensure compliance through permit conditions.

<p>Program B-1.3: The [jurisdiction] shall develop and make available a list of the locations and timeframe for remediation of those site containing ordnance and explosive (OE) and shall work cooperatively with responsible agencies, including the Bureau of Land Management, in notification, monitoring, and review of administrative covenants for the reuse or closure of such OE sites.</p>	<p>Y – see Program A-1.3 above</p>	<p>Ongoing ▲</p>	<p>This function is overseen by the U.S. Army’s Base Reuse and Closure (BRAC) office. The jurisdiction maintains communications with the BRAC office.</p>
<p>Program B-1.4: The [jurisdiction] shall require, by resolution, permits from all hazardous remediation contractors for the transport of hazardous material, including ordnance and explosives, through City streets. The permit will require disclosure of the type, volume, risk factor, transport routes and any other such information deemed necessary by the City for protection of the public safety.</p>	<p>N</p>	<p>Complete ■</p>	<p>Seaside Municipal Code Chapter 8.50 addresses hazardous materials transport and permits. Transporters of such materials are exempt from disclosure if the shipment is accompanied by shipping papers prepared in accordance with the provisions of the Federal Hazardous Materials Regulations (40 C.F.R., Subchapter C).</p>
<p><b>Hazardous and Toxic Materials Safety Policy B-2:</b> The [jurisdiction] shall monitor implementation procedures of the RA-ROD and work cooperatively with the U. S. Army and all contractors and future users/operators of landfill or hazardous materials storage sites at the former Fort Ord.</p>		<p>See BRP Programs below</p>	
<p>Program B-2.1: The [jurisdiction] shall develop and make available a list of the locations and timeframe for remediation of landfill or hazardous materials storage sites, including closure and post-closure activities.</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>This function is overseen by the U.S. Army’s Base Reuse and Closure (BRAC) office. The jurisdiction maintains communications with the BRAC office.</p>
<p>Program B-2.2: The [jurisdiction] shall review and make public its review of administrative covenants on remediation of landfills or hazardous materials storage to ensure that landfill closure or hazardous materials storage and restoration activities are complete and in compliance with all applicable regulations, that liability responsibilities are identified to entities intending to use the landfill, and that such uses are consistent with the administrative</p>	<p>N</p>	<p>Ongoing ▲</p>	<p>DTSC and BRAC make final determinations on completion and compliance on hazardous materials site restoration. The jurisdictions are in communication regarding the status of clean-up operations. The jurisdictions receive written determinations from DTSC and BRAC and keep them on file for public review upon request.</p>

covenants and all post closure activities.			
<b>Objective C: Ensure public safety in the future handling of hazardous materials on land at the former Fort Ord.</b>			
<b>Hazardous and Toxic Materials Safety Policy C-1:</b> The [jurisdiction] shall require hazardous materials management and disposal plans for any future projects involving the use of hazardous materials.	See BRP Programs below		
<p>Program C-1.1: The [jurisdiction] shall review the use of hazardous materials as a part of environmental review and/or include as a condition of project approval a hazardous materials management and disposal plan, subject to review by the County Environmental Health Department.</p>	<p>Y – see Programs A-1.1 and A-1.3 above</p>	<p>Ongoing ▲</p>	<p>The City reviews the use of hazardous materials in its permit review and environmental review processes.</p> <p>As discussed in Program A-1.1, remediation of hazardous materials, either by the Army or the project owner, will occur in accordance with the approved cleanup process. Further, lead-based paint and other lead-containing materials, friable ACMs, and asbestos associated with the Project will be handled in compliance with Cal/OSHA and Monterey Bay Air Resources District regulations.</p> <p>Additionally, all new development that handles or uses hazardous materials would be required to comply with the regulations, standards, and guidelines established by the USEPA, State, Monterey County, and the City of Seaside related to storage, use, and disposal of hazardous materials. (Project EIR, ch. 4.8.)</p>