

Attachment B

This page intentionally left blank.

**AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF RIGHTS AND
OBLIGATIONS UNDER CONTRACT, CONSENT THERETO, AND SUSPENSION OF
APPLICATION OF ASSIGNMENT PROHIBITION**

This Agreement for Assignment and Assumption of Rights and Obligations under Contract, Consent Thereto, and Suspension of Application of Assignment Prohibition (the "Agreement for Assignment, Assumption, Consent, and Suspension") is entered into by and between the Fort Ord Reuse Authority, a California public agency ("FORA"), the County of Monterey, a political subdivision of the state of California (the "County"), and Denise Duffy & Associates, Inc., a California corporation ("DDA").

RECITALS

A. On or about May 13, 2016, FORA's Board of Directors awarded a professional services contract for environmental consulting to DDA, which contract was subsequently memorialized on or about May 23, 2016 by that certain "Agreement for Professional Services" entered into by FORA and DDA (the "Contract").

B. On or about July 27, 2017, FORA and DDA entered into that certain limited purpose "Agreement for Professional Services - Amendment #2" (believed to be the only amendment to the Contract notwithstanding its title) which restated the term of the Contract to be from May 31, 2016 to June 30, 2018 or until the maximum amount of compensation is reached.

C. The Contract, as amended, remains in force because the maximum amount of compensation has not been reached. Specifically, there remains payable to DDA the estimated sum of Eighteen Thousand Seven Hundred Thirteen Dollars (\$18,713) to cover payment for the tasks and reporting outlined in the Contract. A description of the scope of work remaining to be performed is attached hereto as Exhibit A. A copy of the Contract, with its amendment, is attached hereto as Exhibit B and incorporated herein by reference.

D. Under paragraph 5 of Exhibit B to the Contract, neither FORA nor DDA may assign any right or obligation under the Contract and any attempted or purported assignment of any right or obligation shall be void and no effect.

E. Notwithstanding the foregoing, in anticipation of FORA's termination on June 30, 2020 ("FORA's Termination Date"), FORA and the County have negotiated that certain "Memorandum of Agreement Regarding Funding From FORA to County of Monterey for Oak Woodlands Conservation Planning" (the "MOA") under which FORA would assign the Contract to the County and transfer funds to the County for completion of services under the Contract, with tasks remaining as set forth in Exhibit A. It is intended that the MOA and this Agreement for Assignment, Assumption, Consent, and Suspension will be presented to the governing bodies of FORA and the County for approval. It is further intended that this Agreement for Assignment,

Assumption, Consent, and Suspension will not take effect unless the MOA is approved and executed prior to FORA's Termination Date.

F. In accordance with the MOA, FORA desires to assign the Contract to the County, the County desires to accept assignment of the Contract and assume all obligations of FORA under the Contract, with tasks remaining as set forth in Exhibit A of the MOA, from the Effective Date (as defined in the MOA) forward, and DDA desires to consent to the foregoing assignment and assumption. In addition, FORA and DDA desire to suspend, for purposes of the foregoing assignment and assumption, the application of the assignment prohibition set forth in paragraph 5. of Exhibit B to the Contract (the "Assignment Prohibition").

AGREEMENT

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged and confirmed, it is hereby agreed as follows:

1. Effective Date. This Agreement for Assignment, Assumption, Consent, and Suspension shall take effect as of the Effective Date, as defined in the MOA (the "Effective Date").

2. Assignment by FORA. FORA assigns, conveys, transfers and sets over unto the County, as of the Effective Date, all of FORA's right, title, and interest as a party in and to the Contract, and the County accepts such assignment.

3. Assumption by County. The County assumes all of FORA's obligations under the Contract, with remaining tasks as set forth in Exhibit A of the MOA, and agrees to pay all sums and perform, fulfill, and comply with all covenants and obligations which are to be paid, performed, and complied with under the Contract from and after the Effective Date in compliance with and subject to the terms of the MOA.

4. Consent by DDA. DDA consents to the foregoing assignment and assumption. This consent does not constitute a consent to any subsequent assignment.

5. Suspension of Application of Assignment Prohibition. FORA and DDA suspend, for purposes of the foregoing assignment and assumption, the application of the Assignment Prohibition. This suspension does not constitute a suspension of the application of the Assignment Prohibition to any subsequent assignment and does not relieve the County or DDA or any person claiming under or through the County or DDA of any obligation to suspend the application of the Assignment Prohibition to any future assignment.

6. Effectiveness Condition. The effectiveness of this Agreement for Assignment, Assumption, Consent, and Suspension is subject to and expressly conditioned upon the execution of the MOA by FORA and the County. In the event the MOA is not executed prior to FORA's

Termination Date, this Agreement for Assignment, Assumption, Consent, and Suspension shall be null and void and of no force or effect.

7. **Binding Effect.** This Agreement for Assignment, Assumption, Consent, and Suspension shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8. **Counterparts.** This Agreement for Assignment, Assumption, Consent, and Suspension may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The signature pages of each counterpart may be detached and attached to a single copy of this Assignment, Assumption, Consent, and Suspension which shall for all purposes be treated as a single, original document.

IN WITNESS WHEREOF, the parties have executed this Agreement for Assignment, Assumption, Consent, and Suspension as of the date set forth above.

FORT ORD REUSE AUTHORITY

COUNTY OF MONTEREY

By: _____
Josh Metz,
Executive Officer

By: _____
Chris Lopez, Chair
Monterey County Board of Supervisors

Dated: _____, 2020

Dated: _____, 2020

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jon Giffen,
Authority Counsel



Wendy Strimling,
Assistant County Counsel

DENISE DUFFY & ASSOCIATES, INC.

By: _____
Denise Duffy,
President

Dated: _____, 2020

EXHIBIT A

Scope of Work Remaining to be Performed

**Fort Ord Oak Woodland Conservation Plan Project
Remaining Tasks and Budget as of June 30, 2020**

Task #	Task Description	Budget Remaining
2c	Public Workshop Meeting	\$1,340.70
	<i>DD&A and County (and Seaside if Seaside chooses to participate) will hold one, 2-hour combined (hosted by County and, as applicable, Seaside) public workshop to present the Final Review Draft Oak Woodland Management and Monitoring Program ("OW MMP"), Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program (the deliverables from Task 9a). This scope of work assumes that DD&A will organize and facilitate the meeting, including preparing the agenda, meeting notes, PowerPoint presentation, and confirming meeting date and location. DD&A will submit the meeting materials to Seaside and County for review and comment. This scope of work assumes one round of comments on the meeting materials and fees will be waived for the meeting venue. If this meeting is held via teleconference due to the COVID-19 emergency and Health Officer Orders, an equivalent public workshop shall be held via teleconference.</i>	
2d	Open-House Meeting	\$2,234.50
	<i>DD&A and County (and Seaside if Seaside chooses to participate) will hold one, 2-hour combined (hosted by Seaside and County) open house to present the Final Draft OW MMP, Final – Draft Tree Ordinances, and Final – Draft Tree Protection Program (the deliverables from Task 10a). This scope of work assumes DD&A will organize and facilitate the meeting, including preparing necessary meeting materials and confirming meeting date and location. DD&A will submit the meeting materials to Seaside and County for review and comment. This scope of work assumes one round of comments on the meeting materials and fees will be waived for the meeting venue. This meeting will be held in an open house format so it is anticipated that a fact sheet, comment cards, poster boards, and documents will be prepared/available for participants, but no presentation will be provided. If this meeting is held via teleconference due to the COVID-19 emergency and Health Officer Orders, an equivalent "open house" shall be held via teleconference.</i>	
4 (a & b)	City of Marina Participation Process	\$4,424.63
	<i>a) This task includes one meeting to present and discuss the Final Review Draft OW MMP, Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection</i>	

Task #	Task Description	Budget Remaining
	<p><i>Program (the deliverables from Task 9a) with representatives of the City of Marina, as determined by the City of Marina. It is assumed that these documents will be presented and discussed for the purpose of soliciting feedback. This scope of work assumes DD&A will organize and facilitate the meeting, including preparing the agenda, meeting notes, and confirming meeting date and location. This scope of work assumes one round of comments on the meeting materials. If this meeting is held via teleconference due to the COVID-19 emergency and Health Officer Orders, an equivalent meeting shall be held via teleconference.</i></p> <p><i>b) This task includes attendance at one Marina City Council meeting to present Final – Draft OW MMP, Final – Draft Tree Ordinances, and Final – Draft Tree Protection Program (deliverables from Task 10a). This task is intended to occur after the County Board of Supervisors and Seaside City Council provide final recommendations on the deliverables from Task 9a. It is assumed that these documents would be presented and discussed for the purpose of soliciting feedback. This scope of work assumes the City of Marina will be responsible for facilitating the Council meeting. DD&A will prepare a PowerPoint presentation and submit to Seaside, County, and Marina, for review and comment. This scope of work assumes one round of comments on the presentation.</i></p>	
7b	CRMP Presentation	\$1,220.54
	<p><i>This task includes one meeting to present and discuss the Final Review Draft OW MMP, Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program (the deliverables from Task 9a) with representatives of CRMP. It is assumed that these documents will be presented and discussed for the purpose of soliciting feedback. This scope of work assumes BLM will organize and facilitate the meeting, including preparing the agenda, meeting notes, and confirming meeting date and location. DD&A will prepare a PowerPoint presentation and submit to Seaside and County for review and comment. This scope of work assumes one round of comments on the presentation.</i></p>	
9a	Revised Draft Oak Woodland MMP	\$1,049.98
	<p><i>This task includes revising the Draft OW MMP, Draft Tree Ordinances, and Draft Tree Protection Program upon receipt of comments from the County and Seaside, and produce the Final</i></p>	

Task #	Task Description	Budget Remaining
	<p><i>Review Draft OW MMP, Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program. These documents will be presented and discussed during the meetings identified in Tasks 2c, 4a, and 7b. Feedback received during these meetings will be documented and considered by DD&A, Seaside, and the County for inclusion in the final deliverables.</i></p> <p><i>After completion of the meetings in Tasks 2c, 4a, and 7b, it is the intent that DD&A, with Seaside, and County staff as appropriate, will present the Final Review Draft OW MMP, Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program to the Seaside City Council and County Board of Supervisors along with the feedback received from the public, City of Marina, and CRMP, and request consideration and recommendations for revising the documents.</i></p>	
10a	Final - Draft Oak Woodland Area MMP	\$7,904.50
	<p><i>Based on all of the recommendations, DD&A will prepare the Final – Draft OW MMP, Final – Draft Tree Ordinances, and Final – Draft Tree Protection Program. DD&A will submit these documents to Seaside and County staff for review and comment and make any necessary revisions. This scope assumes one round of comments. DD&A will submit the documents to Seaside and County electronically for their records. The documents shall be in final form, such that they are ready to be presented to the Board of Supervisors and Seaside City Council for their governing bodies to consider adoption (County will determine and conduct environmental review as appropriate prior to presenting the documents to the Board of Supervisors for adoption. Environmental review is not part of the scope of DDA services set forth herein, and if County were to request DDA to conduct environmental review, such request would require an augmentation to the scope of services and contract dollar amount.)</i></p>	
10b	Production Expenses	\$537.50
	<p><i>Expenses to produce meeting materials, including but not limited to, poster boards, handouts, etc.</i></p>	
TOTAL BUDGET REMAINING		\$18,712.34

EXHIBIT B

Contract and Amendment

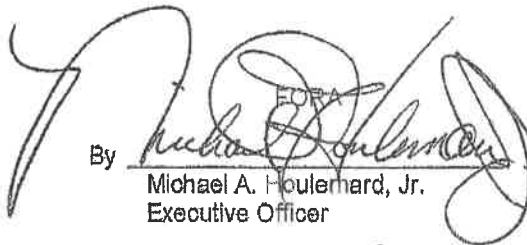
Agreement for Professional Services

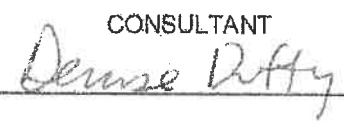
This Agreement for Professional Services (hereinafter "Agreement") is by and between the Fort Ord Reuse Authority, a political subdivision of the State of California (hereinafter "FORA") and Denise Duffy & Associates, Inc. (hereinafter "Consultant").

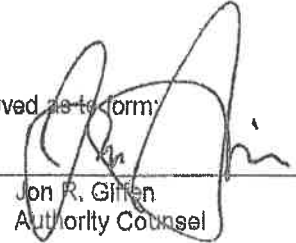
The parties agree as follows:

- SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with Scope of Work services as described in Exhibit "A." Such services will be at the direction of the FORA Board of Directors.
- TERM.** This Agreement shall be from May 31, 2016 through May 31, 2017. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement.
- COMPENSATION.** The overall maximum amount of compensation to Consultant over the full term of this Agreement is not-to-exceed \$176,578.00 (One Hundred Seventy-Six Thousand, Five Hundred Seventy-Eight Dollars and No-Cents) including travel / out of pocket expenses.
FORA shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A."
- FACILITIES AND EQUIPMENT.** Consultant is not required to use FORA facilities or equipment for performing professional services. Consultant shall arrange to be physically present at FORA facilities to provide professional services at least during those days and hours that are agreed upon by the parties to deliver the services noted in the Scope of Services attached hereto in Exhibit "A."
- 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.
- EXHIBITS.** All exhibits referred to herein are by this reference incorporated.

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

By  5.24.16
 Michael A. Houlihan, Jr. Date
 Executive Officer

By  5/25/16
 Denise Duffy Date
 CONSULTANT

Approved as to form:

 Jon R. Gillen
 Authority Counsel

SCOPE OF WORK

EXHIBIT A

GENERAL PROVISIONS

1. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent Consultant and shall not be an employee of FORA. 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. CONSULTANT shall adhere to the Schedule of Activities shown in Exhibit "A".

3. INSURANCE. 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 \$100,000/\$300,000.

4. CONSULTANT NO AGENT. Except as FORA may specify in writing, CONSULTANT shall have no authority, express or implied to act on behalf of FORA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.

5. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at any time during the term of this Agreement, 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 his profession. All products and services of whatsoever nature, which CONSULTANT delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in CONSULTANT'S profession. FORA shall be the sole judge as to whether the product or services of the CONSULTANT are 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 services performed and all costs incurred to the date of receipt entitled to no further compensation for work performed after the date of receipt of written notice to cease work shall become the property of FORA.

9. PRODUCTS OF CONTRACTING. All completed work products of the CONSULTANT, once accepted, shall be the property of FORA. CONSULTANT shall have the right to use the data and products for research and academic purposes.

10. INDEMNIFY AND HOLD HARMLESS. CONSULTANT is to 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 this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

FORA is to indemnify, defend, and hold harmless CONSULTANT, its employees and sub-consultants, from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of CONSULTANT, its officers, agents, employees or volunteers.

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.

SCOPE OF WORK

Section 3. Scope of Work**Project Approach**

In implementing the project, the DD&A Team will work closely with FORA, Seaside, and County staff to successfully complete the proposed project within the requested timeframe. As discussed throughout this proposal, DD&A is already highly knowledgeable of the Fort Ord regulatory and planning environment, and the natural resources on the former military base. In addition, DD&A attended the FORA Administrative Committee and Board meetings when the Draft Oak Woodland Plan RFP was on the agenda and heard the comments from the jurisdictions, members of the public, and Board of Directors. As a result, DD&A will have very little learning curve on this project, reducing time and cost.

DD&A coordinated closely with Dr. Mark Stromberg, local oak woodland and grassland expert, to discuss ideas on survey methodology and habitat management requirements. This expertise, in addition to DD&A biologists, local forester, and CEQA attorney included in this proposal will provide all the requested skills and services requested in the RFP.

Project Management Approach

DD&A's management philosophy is based on personalized service, accessibility, and accountability. In response to this RFP, DD&A intends to utilize Senior Project Manager, Ms. Erin Harwayne, AICP, as the Project Manager for this project based on her extensive history with regulatory permitting, compliance monitoring, and projects within the former Fort Ord. Ms. Harwayne will be responsible for reviewing all technical and project data, coordinating with the client and project team, managing sub-consultants, assigning and overseeing in-house staff, maintaining the project budget/schedule, and providing quality assurance on deliverables. All documents will be internally reviewed by in-house senior staff and edited for technical and legal accuracy, editorial proficiency, and clarity of presentation. All draft environmental documents will be provided to FORA for review and comment, and revised prior to finalization and distribution.

DD&A has the company resources and commitment to expedite and complete the project. DD&A strategies to meet strict deadlines include:

- Prioritize deadlines by scheduling available staff;
- Work closely w/the lead agency and project team to avoid delays;
- Set clear goals and timelines, including a strict timeline for preparation of the document and related studies;
- Obtain commitment from staff, sub-consultants, and other team members to meet this schedule;
- Conduct regular progress meetings (in person or by phone) to resolve issues quickly; and
- Work overtime as needed to meet critical milestones.
- Submittal of a one (1) page written project summary with each monthly invoice.

SCOPE OF WORK

Scope of Work Tasks

The following proposed Scope of Work describes the tasks and deliverables outlined in the RFP and, in addition, identifies how the DD&A team would successfully complete each task.

Task 1. Background Data Collection and Content

This task consists of initial project review, data collection, and project kick-off meetings with FORA, Seaside, and County staff. DD&A will coordinate kick-off meetings to: 1) collect and review relevant background information for the project; 2) confirm expectations related to specific deliverables, format of products, assignments and roles, and appropriate paths of communication; 3) discuss any revisions to the scope of work; and 4) discuss critical milestones and finalize the schedule.

DD&A and FORA will also meet with Seaside, County, and CDVA staff individually during this task to discuss project goals and objectives and collect all data and information resources from Seaside, the County, CDVA, FORA, and other identified sources.

DD&A already possesses, and is extremely familiar with, the primary data sources available, including: the 1997 BRP, 1997 BRP Final Program EIR, 1997 HMP, and GIS data. FORA shall provide DD&A with any additional data sources currently available, as identified during the kick-off meeting. The DD&A Team will review the background data through the lens of accomplishing 1997 BRP, Biological Resources Policy B-2, and Biological Resources Programs B-2.1 and B-2.2 pertaining to Seaside and the County.

DD&A participated in the BRP Reassessment process as part of the EMC Planning Group, Inc. team, and is also very familiar with the relevant policies and programs identified in the RFP. In its review of the background data, the DD&A Team will account for the additional oak woodland and tree protection policies and programs identified in the BRP. This shall specifically involve Recreation Policy C-1, Biological Resources Policy C-2, and Biological Resources Programs C-1.1, 2.2, 2.3, 2.4, 2.5, and 2.6. These policies and programs shall be noted in context with Seaside and the County general plan policies and ordinances affecting oak trees.

The DD&A Team will also review applicable laws, regulations, planning documents, and research concerning oak woodland conservation and management, including, but not limited to:

- SB 1334 (Oak Woodland Conservation Act);,
- Public Resources Code Section 21083.4;,
- CEQA Guidelines Appendix G, Forestry and Biological Resources;,
- City and County Policies, Codes, and Ordinances;,
- County Voluntary Oak Woodland Stewardship Guidelines; and
- Research and Publications from the UC Integrated Hardwood Range Management Program (IHRMP) and Oak Woodland Conservation Workgroup.

BaseIn 2015, the FORA Board approved a new Committee Charge (Attachment C). On January 22, 2015, the PRAC coordinated efforts of FORA and CSUMB to convene a Regional Trails Symposium. The Regional Trails Symposium involved coordination with FORA, CSUMB, Monterey County Parks, Bureau of Land Management, and Transportation Agency for Monterey County. The PRAC scheduled a follow-up meeting with guest speaker Laura Thompson, Project Director of the San Francisco Bay Trail). In addition, the PRAC covered topics that

SCOPE OF WORK

involved economic development, water augmentation, building removal, RUDG, and affordable housing. The PRAC discussed hosting a speaker forum comprised of experts from the field of affordable housing. Guest speakers on affordable housing presented at two January 2016 PRAC meetings.

From February through April 2016, PRAC discussed various topics and options that could be explored. One topic involved conducting a water symposium in late fall / early winter 2016. In addition, the PRAC explored options to expand housing that is affordable to multiple income levels.

Based on our local knowledge and project experience, DD&A is able to clearly and methodically differentiate between existing planning documents and planning documents currently under consideration, including, for example, understanding the status of the draft Seaside General Plan Update and the Fort Ord Multispecies Habitat Conservation Plan and the current and approved 2004 Seaside General Plan and HMP.

Subtask 1.1. Baseline Biological Data Collection

DD&A biologists and contracted arborist, Mr. Frank Ono, will research, quantify, review, and analyze oak woodland areas to submit a background/data report in support of a Draft Oak Woodland Conservation Area Map (Draft Area Map) and Draft Oak Woodland Area Management and Monitoring Plan (Draft Management Plan).

DD&A biologists and contracted arborist will establish a biological baseline for the identified polygons and other potential oak woodland conservation areas by reviewing recent biological and forestry reports, undertaking ground verification, and completing additional focused surveys, as determined necessary. Establishing the baseline conditions of the area will guide the selection of the proposed conservation area and future monitoring and management, including maintenance and monitoring activities and timing of activities, of the conservation area.

DD&A will compile relevant files from its GIS database to obtain past and current oak woodland habitat maps and other relevant data (as recent as 2015). Using this data DD&A will prepare tables and maps with acreage calculations from BRP polygons and Army parcels, to compare past and present conditions. This exercise will help inform where ground verification and additional surveys may be required.

As part of the baseline survey, DD&A biologists and Mr. Ono will assess, document, and map the following using GPS/GIS:

- Biological Conditions: Vegetation/Habitat:
 - plant species diversity (compile a species list of dominant species);
 - wildlife species diversity (compile a list of documented and potential wildlife species);
 - habitat mapping (including native and non-native grasses);
 - oak tree population by size, class, and density;
 - oak tree health and vigor (including disease and invasive species);
 - landmark oak trees; and
 - oak regeneration.

- Physical Conditions:

SCOPE OF WORK

- soil erosion, noting the extent and location;
- non-native invasive plant species, noting extent and location;
- natural disturbances, such as fire or significant soil shifts;
- areas exhibiting potential erosion control issues (along trails and fuel-breaks);
- areas with populations of invasive non-native plant species potentially in need of removal, focusing on jubata/pampas grass, iceplant, French broom, (along trails and fuel-breaks);
- volunteer trails that should be signed and monitored for trespass and erosion issues; and
- conditions and locations of existing fuel-breaks and access roads.

Per DD&A's discussions with Dr. Mark Stromberg, survey methodology must be applied consistently across the survey area and be designed to be repeated in future sampling events as part of the monitoring effort. As these are long-living trees, population and size class data needs to be collected in order to have better modeling of the population's growth rates. Dr. Stromberg recommended utilizing the "point-centered quarter" method to collect the necessary tree data, which will show trends and reveal any issues that need to be addressed long-term. Once the DD&A Team reviews all existing biological background data and identifies the need and location where additional surveys are required, review of this survey methodology will be conducted to confirm the methodology remains appropriate.

Upon completion of the baseline biological field survey and background data review, DD&A will prepare and submit the draft Background/Data Report to FORA staff for review and comment.

This Scope of Work task projects one (1) round of comments from FORA staff. Upon receipt of comments, DD&A will finalize the Background/Data Report accordingly. DD&A will also prepare a Final Scope of Work and Schedule for FORA.

Deliverables:

- DD&A shall prepare a Final Scope of Work and Schedule.
- DD&A shall prepare a draft and final Background/Data Report for future use in preparation of a Draft Area Map and Draft Management Plan for Seaside and the County.

Task 2. Public Participation Process

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

The Public Participation Plan will be clear and detailed with milestones and success criteria. The document will identify outreach strategies for the key stakeholders, including regulatory agencies, non-governmental organizations, interest groups, recreational users, and the general public. It will also outline the public outreach identified in this scope of work as well as additional public outreach that may be considered, including additional meeting types (site visits/field visits, small group, one-on-one), periodic project updates for Seaside and the County, and/or providing a project website. It will identify the public outreach that will be provided through the CEQA process and the potential to integrate the two processes. DD&A will submit a Draft Public Participation Plan to FORA for review and comment. Upon receipt of comments, DD&A will revise accordingly and finalize the plan. This Scope of Work projects one (1) round of comments from FORA staff.

SCOPE OF WORK

DD&A will prepare a mailing/email list of stakeholders and public agencies based on its existing database from previous projects. DD&A will also maintain the project stakeholder and public agency contact database, including a contact management system to trace all contact with stakeholders, other agencies, and members of the public at large.

DD&A shall develop and conduct two (2) community project initiation meetings to include the participation of Seaside, the County, and other jurisdictions/stakeholders.

DD&A shall also develop and conduct two (2) workshops and two (2) open-house presentations to disclose its findings and present a Draft Area Map and Draft Management Plan (please refer to Task 6 and Task 7 below).

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

In addition to the responsibilities outlined in Task 11, this Scope of Work assumes that FORA will be responsible for providing any recording or translating services at these meetings.

This Scope of Work projects that DD&A will provide all necessary meeting materials, including, but not limited to: agendas, meeting notes, log of comments received, sign-in sheets, poster boards, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to FORA and/or Seaside and the County, as determined necessary, for review and comment prior to public meeting distribution.

Deliverables:

- DD&A will prepare a Draft and Final Public Participation Plan.
- DD&A will prepare and maintain a contact database.
- DD&A will provide draft and final meeting materials.
- DD&A will deliver two (2) community project initiation meetings: one (1) for Seaside and one (1) for the County.
- DD&A will deliver two (2) workshop meetings: one (1) for Seaside and one (1) for the County.
- DD&A will deliver two (2) open-house meetings: one (1) for Seaside and one (1) for the County.

Task 3. Agency Presentation Process

DD&A and its included arborist and biologist shall conduct Draft Area Map and Draft Area Management Plan presentations to Seaside and the County. The purpose of these presentations is to receive feedback to finalize the Draft Management Plan as described in Task 9.

DD&A shall develop and conduct two (2) presentations describing the Draft Area Map and Draft Area Management Plan to Seaside: one (1) shall be delivered to the City Council and one (1) to a citizen advisory commission of Seaside's choosing.

DD&A shall develop and conduct two (2) presentations describing the Draft Area Map and Draft Area Management Plan to the County: one (1) shall be delivered to the Board of Supervisors and one (1) shall be delivered to a citizen advisory commission of the County's choosing.

SCOPE OF WORK

As stated above, this Scope of Work projects that DD&A will provide all necessary meeting materials, including, but not limited to: agendas, meeting notes, log of comments received, sign-in sheets, poster boards, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to FORA and/or Seaside and the County, for review and comment prior to public meeting distribution.

Deliverables:

- DD&A will provide draft and final meeting materials.
- DD&A will deliver two (2) agency presentations describing the Draft Area Map and Draft Area Management Plan to Seaside: one (1) shall be delivered to the City Council and one (1) to a citizen advisory commission.
- DD&A will deliver two (2) presentations describing the Draft Area Map and Draft Area Management Plan to the County: one (1) shall be delivered to the Board of Supervisors and one (1) shall to a citizen advisory commission.
- DD&A will provide copies of the final meeting materials for distribution to Marina, CSUMB, etc.

Task 4. City of Marina Participation Process

The FORA Board of Directors directed FORA staff to include the City of Marina (Marina) as a participant in this oak woodlands planning effort. The purpose of these presentations is to receive feedback to finalize the Draft Management Plan as described in Task 9. Marina's role shall be to conduct public outreach meetings that take advantage of Seaside and County efforts to conserve oak woodlands.

DD&A shall develop and conduct up to two (2) presentations to Marina: one (1) shall be delivered to the City Council and one (1) shall be delivered to a citizen advisory commission of Marina's choosing. Although not specifically stated in the RFP, this scope of work assumes that the presentations will be descriptions of the Draft Area Map and Draft Area Management Plan, as described in Task 3, above.

As stated above, this Scope of Work projects that DD&A will provide all necessary meeting materials, including, but not limited to: agendas, meeting notes, log of comments received, sign-in sheets, poster boards, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to FORA and/or Marina, as determined necessary, for review and comment prior to public meeting distribution.

Deliverables:

- DD&A will provide draft and final meeting materials.
- DD&A will deliver up to two (2) presentations describing the Draft Area Map and Draft Area Management Plan to Marina: one (1) shall be delivered to the City Council and one (1) to a citizen advisory commission.

Task 5. California Department of Veterans Affairs (CDVA) – FORA Assistance

In June 2015, the CDVA requested FORA assistance with developing mitigation measures for the CCCVC project. FORA assistance is to consist of 3 – 4 options to mitigate project impacts to oak woodland.

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

SCOPE OF WORK

DD&A proposes the following to successfully complete the mitigation strategy:

1. Utilizing DD&A biologists and contracted arborist, DD&A will develop 3 -- 4 options and share with CDVA for comment, looking at ways to combine with the Seaside and County Management Plans, as well as other opportunities within the former Fort Ord;
2. Based on feedback from above, DD&A will prepare a Draft Area Map and Oak Tree Mitigation and Strategy Report, sharing all the Draft Area Map files, data, information, and proposed strategies with CDVA;
3. Present to the Draft Map and Report to the CDVA for review and comment; and
4. Based on comments on the draft, DD&A will prepare a Final Map and Report for the CDVA.

As stated above, this scope of work assumes DD&A will provide all necessary meeting materials, including, but not limited to: agendas, meeting notes, log of comments received, sign-in sheets, poster boards, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to FORA and/or CDVA, as determined necessary, for review and comment prior to public meeting distribution.

Deliverables:

- DD&A will provide draft and final meeting materials.
- DD&A will conduct one (1) consultant meeting with CDVA representatives; this meeting will be in addition to the two (2) presentations identified below and the meeting identified in Task 1.
- DD&A will develop 3 -- 4 options to mitigate CCCVC project oak woodland impacts and present them to the CDVA.
- DD&A will prepare a Draft Area Map and Draft CDVA -- Oak Tree Mitigation and Strategy report and present to CDVA for comment.
- DD&A will share all maps, GIS and other data, information, and all proposed strategies with CDVA.
- DD&A shall prepare a final CDVA -- Oak Tree Mitigation and Strategy report for CDVA.

Task 6. Draft Oak Woodland Conservation Area Map

Based upon input and information received and collected during Tasks 1, 2, 3, and 4, the DD&A team (e.g., DD&A biologists and contracted arborist) shall complete a final Draft Area Map. DD&A shall use all resources collected in Task 1 and within the polygons identified in BRP Biological Resources Policy B-2 and Programs B-2.1 and B-2.2 for Seaside and the County to complete a Draft Area Map. DD&A shall also incorporate general context for oak woodland and tree protection policies and programs as discussed in Recreation Policy C-1, Biological Resources Policy C-2, and Biological Resources Programs C-2.1, 2.2, 2.3, 2.4, 2.5, and 2.6.

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

DD&A shall also incorporate all information collected from Task 1 and Task 2 into the preparation of a Draft Area Map. DD&A will prepare a draft and final Draft Area Map and submit to FORA for review and comment. Upon receipt of comments, DD&A will revise the map accordingly and finalize the Draft Area Map. This scope of work assumes one round of comments from FORA.

SCOPE OF WORK

Deliverables:

- DD&A will coordinate and conduct up to 17 meetings as described in Tasks 1 – 5 above (*please note that the RFP states "12 meetings."*).
- DD&A will prepare a draft and final Draft Area Map for Seaside and the County, in coordination with arborist and biologist.

Task 7. Draft Oak Woodland Management and Monitoring Plan

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

DD&A shall receive feedback by Task 2 and Task 3 participants during coordination meetings as the Draft Management Plan is developed. DD&A shall also include input, ideas, and best practices identified by Task 2 and Task 3 participants to complete the Draft Management Plan. DD&A shall use the Draft Management Plans for Seaside and the County in conducting the two (2) workshops and two (2) open-house presentations described in Task 2. At the conclusion of the public participation process, DD&A shall present the Draft Management Plans to FORA for review and comment. Upon receipt of comments, DD&A will revise the plan accordingly and finalize the Draft Management Plan. This Scope of Work projects one (1) round of comments from FORA staff.

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

- Maintenance of a large, continuous block of oak woodland habitat;
- Access control;
- Erosion control;
- Non-native species eradication;
- Monitoring measures in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement; and
- Submission of annual monitoring reports to the CRMP.

Deliverables:

- Draft Oak Woodland Management Plans for Seaside and the County.
- One (1) presentation of the Draft Management Plans to the Fort Ord CRMP for their feedback.

Task 8. Environmental Documents Review and Analysis

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

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

SCOPE OF WORK

Ms. Zischke will submit a draft opinion to FORA staff for review and comment. Upon reception of comments, Ms. Zischke will finalize the opinion and submit it to Seaside and the County. This scope of work assumes one (1) round of comments.

Deliverables:

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

Task 9. Revised Draft Oak Woodland Management and Monitoring Plans

DD&A shall make appropriate revisions to the Draft Management Plans, and produce the Final Draft Management Plans to circulate for public review and comment.

DD&A shall use the Final Draft Management Plans to continue and complete Task 3 and Task 4 (*please note that this is a deviation from the scope in the RFP as the incorrect tasks were referenced*). DD&A shall make all necessary changes to the draft plan following Task 3 and 4 activities. This phase shall require, but not be limited to, the following:

- Deliver the Final Draft Management Plans to Seaside and the County;
- Conduct the four (4) presentations to Seaside and the County as described in Task 3, and the two (2) presentations to Marina as described in Task 4; and
- Conduct up to four (4) additional presentation meetings as directed by FORA.

Deliverables:

- Final Draft Management Plans for Seaside and County.
- Conduct up to four (4) additional presentation meetings as directed by FORA.
- Complete the presentations to Seaside, the County, and Marina as described in Tasks 3 and 4.

Task 10. Final – Draft Oak Woodland Area Management and Monitoring Plans

DD&A will make the final appropriate revisions to the Final Draft Area Management Plans and produce a Final – Draft Management and Monitoring Plans to comply with BRP Reassessment Report Biological Resources Policy B-2 and Programs B-2.1 and B-2.2 for Seaside and the County.

Deliverables:

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

Task 11. Mutual Responsibilities Related to Scope of Work

Close coordination will be required between FORA staff, Seaside staff, County staff, CDVA staff, and the DD&A Team. The mutual responsibilities related to the Scope of Work are as follows:

SCOPE OF WORK

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

SCOPE OF WORK

**Task 2: Public Participation & Task 5: CDVA
Meetings and Deliverables**

Meetings	Seaside	Monterey County	CDVA	CRMP
1. Community Project Initiation	Draft Map/Collect Info (1)	Draft Map/Collect Info (1)		
2. Workshops	Draft Map/Draft Plan/Collect Info (1)	Draft Map /Draft Plan/Collect Info (1)		
3. Open-House	Draft Map/Draft Plan/Collect Info (1)	Draft Map /Draft Plan/Collect Info (1)		
4. Presentations			Draft Mitigation Strategies Report (2)	Draft Map/Draft Plan (1)

**Task 3: Agency Presentation Process & Task 4: Marina Process
Meetings and Deliverables**

Meetings	Seaside	Monterey County	Marina	Other
1. Citizen Advisory Presentation	Final Draft Map / Final Draft Plan (1)	Final Draft Map / Final Draft Plan (1)	Final Draft Map / Final Draft Plan (1)	
2. Elected Officials Presentation	Final Draft Map / Final Draft Plan (City Council) (1)	Final Draft Map / Final Draft Plan (Board of Supervisors) (1)	Final Draft Map / Final Draft Plan (City Council) (1)	
3. Optional Meetings	(1)	(1)		CDVA Mitigation Strategies (1)

SCOPE OF WORK

Section 4. Schedule

DD&A has placed great importance on the selection of a project team to meet the needs of the project and its timeline. In response to FORA's RFP, DD&A has assembled a team of biologists, an arborist, and a CEQA attorney that have the requisite background to provide the services necessary to satisfy the project requirements. Each has reviewed their workload to determine their availability and assure responsive services. Our experienced project team is immediately available to meet FORA's needs for the project. DD&A will ensure that this project remains a top priority to our firm and that staff is always immediately available. The table below identifies the tasks and timelines for each task to successfully complete the project by December 2016.

DRAFT PROJECT SCHEDULE

Task	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1. Background Data Collection/Context		■	■	■					
2. Public Participation Process			■	■	■	■	■	■	■
3. Agency Presentation Process						■	■		
4. City of Marina Participation Process			■	■	■	■	■	■	■
5. CDVA – FORA Assistance		■	■	■	■	■	■	■	■
6. Draft Area Map			■	■					
7. Draft Management Plan			■	■					
8. CEQA Legal Opinion Prepared							■	■	■
9. Revised Draft Management Plan					■	■			
10. Final – Draft Management Plan								■	■
11. Mutual Responsibilities		■	■	■	■	■	■	■	■

Section 5. DD&A Cost Estimate

Draft Oak Woodland Conservation Area Map and
Draft Oak Woodland Area Management and Monitoring Plan

Tasks #	Principal	Senior Project Manager	Senior Environmental Scientist	GIS Manager	Assistant Scientist	Graphic/GIS	Administration	Subsultant (Arborist)	Subsultant (Attorney)	Expenses	Administrative Fee	Task Total
1	Background Data Collection and Context	165,000 \$	145,000 \$	125,000 \$	105,000 \$	97,000 \$	98,000 \$	60,000 \$				
	Kick-Off	4	4		4	2	2			\$ 25	\$ 64	\$ 2,601
	Background Data Review	6	5	6	4	4			\$ 7,200	\$ 25	\$ 1,384	\$ 15,958
	Biological Baseline Conditions	8	40	32	56	16				\$ 250	\$ 1,238	\$ 35,016
	Draft and Final Background/Data Report	6	10	12	18	6	4			\$ 25	\$ 504	\$ 13,051
2	Public Participation Process											
	Draft and Final Public Participation Plan and Database	2			8		6			\$ 10	\$ 2	\$ 1,848
	Community Project Initiation Meetings	8	8		4		4			\$ 70	\$ 191	\$ 4,469
	Public Workshop Meetings	8	8		4		4			\$ 70	\$ 191	\$ 4,469
	Open-House Meetings	8	8		4		4			\$ 70	\$ 191	\$ 4,469
3	Agency Presentation Process											
	Seaside Meetings	8	8		4		4			\$ 50	\$ 188	\$ 4,446
	County Meetings	8	8		4		4			\$ 100	\$ 195	\$ 4,509
4	City of Marina Participation Process											
	CDWA - FORA Assistance	8	8		6		4			\$ 50	\$ 188	\$ 4,658
	Options Preparation	4	8		4		2			\$ 10	\$ 62	\$ 3,912
	Options Meeting	4	4		4		2			\$ 25	\$ 4	\$ 1,577
	Draft and Final Mitigation and Strategy Plan	2			8	10				\$ 10	\$ 62	\$ 2,526
	Mitigation and Strategy Meetings	8	8		8					\$ 25	\$ 4	\$ 2,095
6	Draft Oak Woodland Conservation Area Map	4	6	12	4	4				\$ 75	\$ 161	\$ 4,986
7	Draft Oak Woodland Management and Monitoring Plan	4	16	10	24	30	2			\$ 50	\$ 308	\$ 12,257
	CRMP Presentation	4	4		2		2			\$ 25	\$ 49	\$ 1,878
8	Environmental Documents Review and Analysis											
	Draft and Final Legal Opinion	4	30		8				\$ 18,000	\$ 10	\$ 2,702	\$ 27,278
9	Revised Draft Oak Woodland Management and Monitoring Plan	1	6	6	8	20	4			\$ 25	\$ 644	\$ 10,506
	Potential Additional Presentations (4)	28	14		14	4	4			\$ 100	\$ 255	\$ 8,757
10	Final - Draft Oak Woodland Area Management and Monitoring Plan	1	6	4	10	16	2			\$ 10	\$ 302	\$ 7,905
	Production Expenses	2					8			\$ 750	\$ 115	\$ 1,655
11	Mutual Responsibilities - FORA											
	TOTAL HOURS	8	150	82	162	216	52	65				917
	TOTAL LABOR COST	\$ 1,728	\$ 23,259	\$ 10,230	\$ 16,689	\$ 19,872	\$ 5,096	\$ 9,900	\$ 35,200	\$ 1,860	\$ 9,054	\$ 176,578

Notes: Assumes all electronic copies of review draft documents. Coordination with FORA as part of Task 11 is included as project.

Agreement for Professional Services – Amendment #2

This is Amendment #2 to the Memorandum of Agreement (“AGREEMENT”) entered by the Fort Ord Reuse Authority, a corporation of the State of California (“FORA”) and Denise Duffy & Associates, Inc. (“CONSULTANT”) on May 23, 2016.

Except for the following amendments, all terms and conditions in the AGREEMENT remain the same:

1. TERM OF AGREEMENT. The term of this AGREEMENT shall be from May 31, 2016 to June 30, 2018, or until the maximum amount of the compensation is reached. The term of the AGREEMENT may be extended upon mutual concurrence and amendment to the AGREEMENT.

IN WITNESS WHEREOF, AUTHORITY and CONSULTANT execute this Amendment as follows:

AUTHORITY		CONSULTANT	
By <u>Michael A. Houlemard, Jr.</u>	<u>7/10/2017</u>	By <u>Denise Duffy</u>	<u>7/27/17</u>
Executive Officer	Date	President	Date

Approved as to form:

By Jon Giffen 7-18/17
Jon Giffen, Authority Counsel Date

