

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

Agreement # A-09555

Approve and authorize the Chair to sign a Memorandum of Understanding )  
on behalf of the County with the Fort Ord Reuse Authority, the United States )  
Army, the Bureau of Land Management, and Monterey Peninsula College for )  
the proposed East Garrison/Parker Flats land use modifications. )

Upon motion of Supervisor Johnsen, seconded by Supervisor Potter, and  
carried by those present, the Board of Supervisors hereby approves and authorizes the Chair to sign a  
Memorandum of Understanding on behalf of the County with the Fort Ord Reuse Authority, the United  
States Army, the Bureau of Land Management, and Monterey Peninsula College for the proposed East  
Garrison/Parker Flats land use modifications.

PASSED AND ADOPTED this 23rd day of September, 2003, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Johnsen, Potter  
NOES: None  
ABSENT: None

I, Sally R. Reed, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original  
order of said Board of Supervisors duly made and entered in the minutes thereof at page --- of Minute Book 71, on  
9/23/03

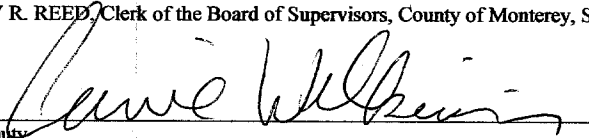
Dated: September 23, 2003

SALLY R. REED, Clerk of the Board of Supervisors, County of Monterey, State of California

LF/AH

By

Deputy

  
Carrie Wilkinson

cc: Lydia Schumaker; Barbara Parker

**MONTEREY COUNTY BOARD OF SUPERVISORS**

|  |         |                        |
|--|---------|------------------------|
| <b>MEETING:</b> September 23, 2003   | Consent | <b>AGENDA NO.:</b> 19. |
| <b>SUBJECT:</b> Approve and authorize the Chair to sign a Memorandum of Understanding on behalf of the County with the Fort Ord Reuse Authority, the United States Army, the Bureau of Land Management, and Monterey Peninsula College for the proposed East Garrison/Parker Flats land use modifications. |         |                        |
| <b>DEPARTMENT:</b> County Administrative Office - Environmental Resource Policy  |         |                        |

**RECOMMENDATION**

It is recommended that the Board of Supervisors approve and authorize the Chair to sign a Memorandum of Understanding (MOU) on behalf of the County with the Fort Ord Reuse Authority (FORA), the United States Army (Army), the Bureau of Land Management (BLM), and Monterey Peninsula College (MPC) for the proposed East Garrison/Parker Flats land use modifications.

**SUMMARY**

The proposed MOU clarifies the terms which will allow the East Garrison/Parker Flats land use modifications to occur. It also provides a record to document changes in the original Army/BLM MOU regarding the Fort Ord uses necessary to facilitate the East Garrison/Parker Flats exchange.

**DISCUSSION**

In order to resolve land use conflicts at the former Fort Ord, FORA, MPC, and the County entered into an agreement in October 2002 which provides for the relocation of MPC's proposed Public Safety Officer Training Facility from East Garrison to Parker Flats and the Military Operations/Urban Terrain (MOUT) Facility. In order to implement this relocation, existing agreements between the Army and BLM regarding Fort Ord activities and use of the MOUT Facility must be modified. These modifications are addressed in the MOU. The MOU also addresses various issues related to land and habitat management as well as safety along the proposed boundary of the MPC/BLM uses. Regarding the MOUT Facility, the MOU specifies that the Facility "will transfer to MPC concurrently with MPC relinquishing its Public Benefit Conveyance rights to lands at East Garrison."

The MOU provides that the County will relinquish to BLM public benefit conveyance Parcel L20.4 (Oil Can Road) in the vicinity of the Laguna Seca Recreation Area. The MOU provides for BLM's consideration of permitted use of the parcel by the County (overflow event parking). The MOU also contains an agreement by all parties to implement the "habitat swap" accepted by the U.S. Fish and Wildlife Service on May 28, 2002. The habitat swap will allow for expansion of the East Garrison development footprint in exchange for placing other lands at Parker Flats into habitat status.

**OTHER AGENCY INVOLVEMENT**

The MOU has been prepared through coordinated efforts of the staff of each signatory agency. Recently the MPC Board of Trustees authorized signature of the document by the President of MPC. County Counsel has reviewed and concurred with the MOU. The Parks Department has concurred with the relinquishment of the Oil Can Road parcel to BLM. A copy of the MOU is on file with the Clerk to the Board.

**FINANCING**

Approval of the MOU will have no direct impact on the general fund. The full extent of costs to implement the habitat swap are not known at this time, but are expected to be funded through the reimbursement process agreed to by the County and Woodman Development.

*Nicholas Chiulos*

Nicholas Chiulos,  
Principal Administrative Analyst

9-15-03

Date

Contact: Cathy Dozier (831) 755-5408

JC/NC:cmd

cc: Kirk Avery, MPC  
Michael Houlemard, FORA  
Eric Morgan, BLM  
Karen Fisbeck, BRAC  
Woodman Development  
Brian Finegan  
Michael Zander

*James J. Colangelo*

James J. Colangelo,  
Chief Assistant County Administrative Officer

9-15-03

Date

MEMORANDUM OF UNDERSTANDING  
CONCERNING THE PROPOSED EAST GARRISON/ PARKER FLATS  
LAND-USE MODIFICATION

Between the  
FORT ORD REUSE AUTHORITY  
MONTEREY PENINSULA COLLEGE  
COUNTY OF MONTEREY  
U.S. BUREAU OF LAND MANAGEMENT  
and  
U.S. ARMY  
as  
PARTIES TO THE AGREEMENT

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "this MOU") is made and entered into between the BUREAU OF LAND MANAGEMENT (hereinafter referred to as "BLM"), DEPARTMENT OF THE ARMY (hereinafter referred to as "ARMY"), FORT ORD REUSE AUTHORITY (hereinafter referred to as "FORA"), the COUNTY OF MONTEREY (hereinafter referred to as "COUNTY"), and MONTEREY PENINSULA COLLEGE (hereinafter referred to as "MPC") (hereinafter referred to collectively as "the Parties").

#### **BACKGROUND**

To help resolve conflicting land-uses and conveyance requests (i.e. Public Benefit Conveyance requests versus Economic Development Conveyance requests), FORA and County jointly prepared a proposal entitled "Assessment, East Garrison - Parker Flats Land Use Modifications Fort Ord, California" (Revised May 2002) (hereinafter referred to as "the Assessment"). In addition to this document, FORA, County and MPC have entered into an agreement dated October 21, 2002, entitled "Agreement Regarding Public Safety Officer Training Facilities (hereinafter referred to as "the Agreement").

Under the "Assessment" and the "Agreement", BLM and Army are being asked to help resolve the various Parker Flats/East Garrison land-use issues by modifying conveyance requests approved under various memoranda of understanding and Statements of Concurrence. In March of 1995, BLM's California State Director and Army's Deputy Assistant Secretary approved a memorandum of understanding detailing the transfer to BLM of 15,086.58 acres of the former Fort Ord to be managed under the Installation-Wide Multi-species Habitat Management Plan (hereinafter referred to as "the Army/BLM MOU"). The Army/BLM MOU approves the transfer to BLM of the Military Operations Urban Terrain (hereinafter referred to as "the MOUT") facility (parcel F1.7.2), and all of the lands within parcel F1.9.1 and F1.4.2 near ranges 43-48. On August 24, 1993, the County Board of Supervisors adopted a unanimous resolution supporting BLM's request for land conveyance under a Statement of Concurrence. The conveyance request that was approved included the proposed transfer of the MOUT facility to BLM, as well as all of the lands within parcels F1.9.1 and F1.4.2.

The primary purpose of this MOU is to clarify the terms with which the various parties agree in order to allow various land-use modifications to take place. The secondary

purpose of this MOU is to provide a record which documents how the original Army/BLM MOU is modified by the Assessment and the Agreement.

**WHEREAS**, it is the intent of County, FORA and MPC to resolve competing land-use issues within the East Garrison and Parker Flats regions; and,

**WHEREAS**, to help resolve those conflicts, County, FORA and MPC propose to relocate a public safety officer training facility to the Parker Flats region from the East Garrison region; and

**WHEREAS**, MPC proposes to acquire and operate the former MOUT facility that is presently scheduled to be transferred to the BLM under the Army/BLM MOU; and

**WHEREAS**, MPC proposes to acquire and operate lands within Range 45 for training center development and use; and

**WHEREAS**, some of the land that MPC proposes to utilize within Range 45 is scheduled for transfer to BLM under the Army/BLM MOU; and

**WHEREAS**, Army will conduct remedial and removal actions that will enable the transfer of these properties to FORA and then to MPC and supports the resolution of the land use conflicts noted in the Agreement; and

**WHEREAS**, BLM has concerns with the feasibility of managing lands directly behind (and adjacent to) the proposed MPC firing range facility at Range 45 under the Installation-Wide Multi-species Habitat Management Plan; and

**WHEREAS**, the parties recognize that existing uses, as well as proposed uses, will and do create a certain amount of noise and potential hazard to adjacent habitat; and

**WHEREAS**, pursuant to the Assessment, County and FORA propose additional habitat areas to be added into the natural resources management area (hereinafter referred to as "the NRMA") in order to offset the net impact to plants and animals protected under the Installation-Wide Multi-species Habitat Management Plan.

**NOW THEREFORE**, in furtherance of the objectives set forth above, and in accordance with all terms, conditions, limitations and exceptions provided below and in all applicable guidelines, regulations, laws, and executive orders pertaining to future uses of the former Fort Ord, the parties agree as follows:

1. BLM withdraws its claim to the MOUT in favor of MPC through County and/or FORA under an existing Agreement between Army and FORA for property transfer. The MOUT will transfer to MPC concurrently with MPC relinquishing its Public Benefit Conveyance rights to lands at the East Garrison in accordance with the Agreement. The parcel referred to within this agreement corresponds to the modified polygon for the parcel F.1.7.2 MOUT facility as depicted in Figure 7 on page 15 of the "Assessment."

2. MPC agrees to operate the MOUT under the general terms and conditions set forth in the Agreement, including the provisions for use by the U.S. Military, the FBI, the Monterey County Sheriff's Department and BLM.
3. As part of its Remedial Action Program, Army agrees to construct a system of fuel breaks on parcel F1.7.2 and the Range 45 development area to protect surrounding lands from accidental fire starts, and agrees to coordinate with the BLM, County, FORA, MPC and the Salinas Rural Fire Protection District on the width and location of the said fuel breaks. Said fuel breaks may include existing roadbeds adjacent to or near the MOUT facility and Range 45 development area. The firebreaks shall thereafter be maintained by MPC.
4. In consideration of BLM relinquishing to MPC its interest in the land required for the extension of Range 45, MPC agrees to take title to the "baffle zones" on either side of Range 45 and to provide reasonable security measures, such as "no trespassing" signage, to prevent the public from entering the area. For the purposes of this agreement, the term "reasonable security measures" need not include fencing, although MPC shall have the right to install security fencing as it deems necessary or appropriate for security purposes. The approximate configuration of this "baffle zone" is shown in Figure 1 attached to this MOU, hereinafter referred to as "Range 45 Reserve".
5. FORA agrees to assume responsibility for habitat management detailed within the Habitat Management Plan for the Range 45 Reserve, including without limitation the "baffle zone" to the extent provided in Paragraph 15 of the Agreement.
6. In consideration of BLM relinquishing its interest in certain habitat areas and public open space recreation opportunities of the NRMA in order to facilitate the Agreement, County shall relinquish to BLM Public Benefit Conveyance Parcel L20.4 subject to the BLM's consideration of permitted use of the parcel by the Sports Car Racing Association of the Monterey Peninsula, and BLM agrees to consider management of other habitat areas identified in the Assessment to ensure that rare habitats are properly managed under the provisions of the Habitat Management Plan.
7. The parties acknowledge the potential for the operation of the firing ranges at the MOUT and Range 45 to raise concerns within the local community about noise. MPC agrees to implement feasible management practices in the operation of the MOUT facility and Range 45, consistent with their character and use as firing ranges, to mitigate noise disruption for the surrounding community. Management of the MOUT and Range 45 shall include coordination with BLM on techniques to mitigate noise production.
8. The parties acknowledge the potential for the operation of the MOUT to raise concerns within the local community about smoke. MPC agrees to communicate and coordinate with BLM and Salinas Rural Fire Protection District when considering the use and authorization of smoke devices at the MOUT. This communication and coordination should include notifying BLM and Salinas Rural Fire Protection District when smoke may be used in connection with training.

9. BLM, MPC, FORA, and County agree to coordinate utility and communications needs in this area of the former Fort Ord.

10. The parties acknowledge that the portion of Eucalyptus Road identified as Segment L20-18 will be closed, and that Eucalyptus Road will be re-routed around the easterly side of MPC's facilities within Polygons 19a, 21a, 21b and 21c. FORA, MPC and County agree to work with BLM regarding the re-routing of Eucalyptus Road to assure continued access to BLM's headquarters in Parker Flats and provisions for access to public parking for the BLM lands within the NRMA.

11. Subject to the provisions of this MOU, BLM and Army concur in the Agreement.

12. The parties agree to implement the conditions specified in pages C-1 through C-3 of the Assessment as those conditions were accepted by the U.S. Fish & Wildlife Service on May 28, 2002.

**DEPARTMENT OF THE ARMY**

By: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Dated

**BUREAU OF LAND MANAGEMENT**

By: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Dated

**COUNTY OF MONTEREY**

By: *Ferran Poma*  
Its \_\_\_\_\_

\_\_\_\_\_  
Dated

**FORT ORD REUSE AUTHORITY**

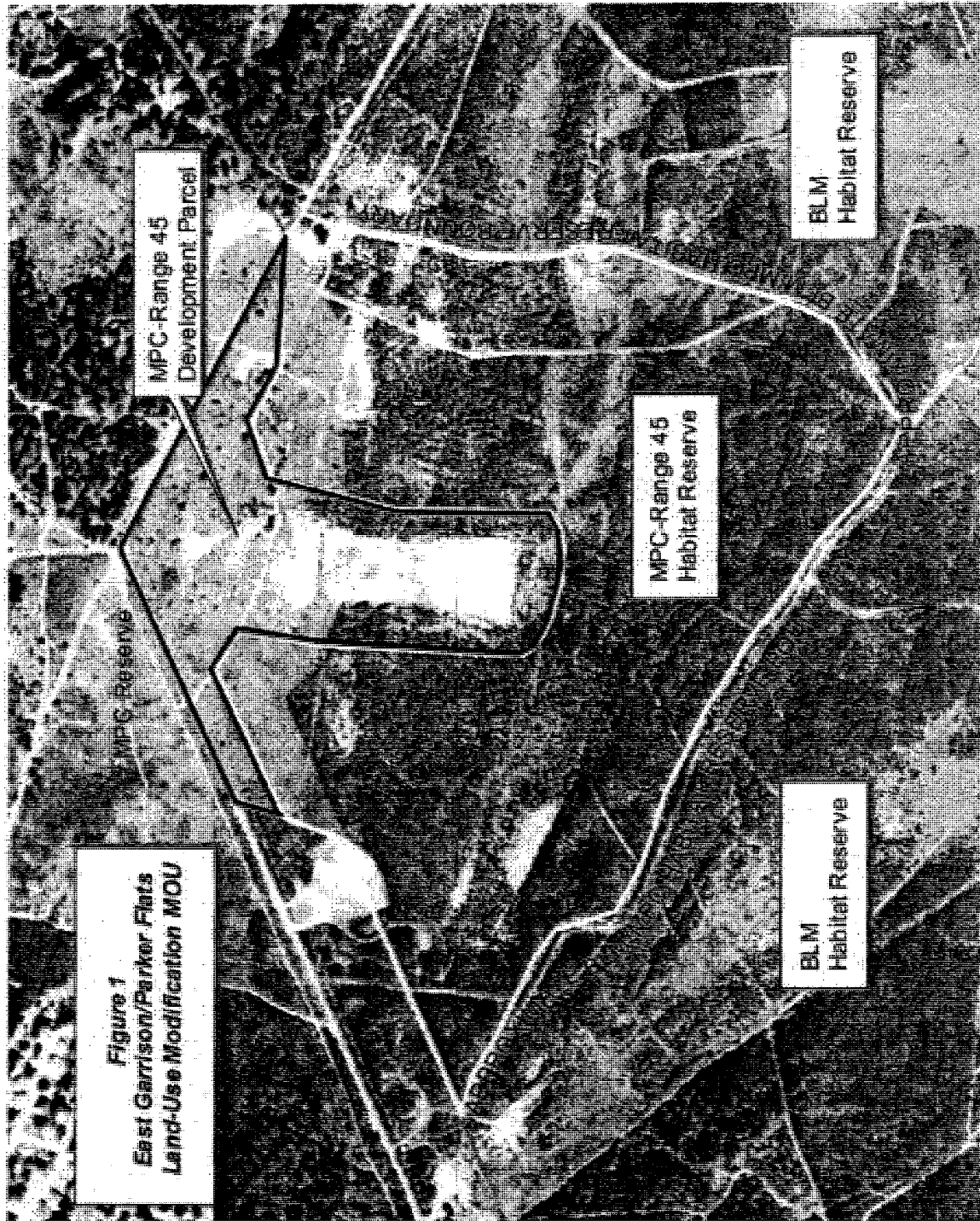
By: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Dated

**MONTEREY PENINSULA COLLEGE**

By: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Dated



**Figure 1**  
**East Garrison/Parker Flats**  
**Land-Use Modification MOU**