

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 with a boundary other than that 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. MPC relinquishes 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. These fuel breaks are in addition to those required to be established and managed by the Army/BLM MOU "Borderlands Requirements", within adjacent development areas. Other than the parcels mentioned above, long-term maintenance of habitat areas will pass to BLM upon transfer.
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 to avoid habitat around the easterly side of MPC's facilities within Polygons 19a, 21a, 21b and 21c. FORA, MPC and County agree to work with the Army and 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 the U.S. Fish & Wildlife Service accepted those conditions on May 28, 2002. A meeting will be held to establish responsibilities of each party prior to habitat disturbing activities.

DEPARTMENT OF THE ARMY

By: Thomas E. Kedeule
Its Director, Hampton Field Office, ARMY BRAC

3 Aug 2004
Dated

BUREAU OF LAND MANAGEMENT

By: _____
Its _____

Dated

COUNTY OF MONTEREY

By: _____
Its _____

Dated

FORT ORD REUSE AUTHORITY

By: _____
Its _____

Dated

MONTEREY PENINSULA COLLEGE

By: _____
Its _____

Dated

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 to avoid habitat around the easterly side of MPC's facilities within Polygons 19a, 21a, 21b and 21c. FORA, MPC and County agree to work with the Army and 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 the U.S. Fish & Wildlife Service accepted those conditions on May 28, 2002. A meeting will be held to establish responsibilities of each party prior to habitat disturbing activities.

DEPARTMENT OF THE ARMY

By: _____
Its _____

Dated

BUREAU OF LAND MANAGEMENT

By: James Neely Abbott
Its Acting State Director

6/27/05
Dated

COUNTY OF MONTEREY

By: Bob Kinds
Its Chair, Board of Supervisors

20 Dec 05
Dated

FORT ORD REUSE AUTHORITY

By: Richard D. [Signature]
Its _____

10/2/05
Dated

MONTEREY PENINSULA COLLEGE

By: Therese [Signature]
Its Superintendent / President

9-14-05
Dated

