



FORT ORD REUSE AUTHORITY

REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) ADMINISTRATIVE COMMITTEE

Wednesday, November 13, 2019 at 8:30 a.m.

920 2nd Avenue, Suite A, Marina, CA 93933 (FORA Conference Room)

AGENDA

1. CALL TO ORDER/ESTABLISHMENT OF QUORUM

2. PLEDGE OF ALLEGIANCE

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

4. PUBLIC COMMENT PERIOD

Members of the public wishing to address the Committee on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes and will not receive Committee action. Whenever possible, written correspondence should be submitted to the Committee in advance of the meeting, to provide adequate time for its consideration.

5. APPROVAL OF MEETING MINUTES

ACTION

- a. October 30, 2019 Meeting Minutes

6. NOVEMBER 8, 2019 BOARD MEETING FOLLOW-UP

7. BUSINESS ITEMS

INFORMATION

- a. Capital Improvement Program
 - i. Habitat Conservation Plan Update
 - ii. Building Removal Bond Update

- b. 2018 Transition Plan Progress Report

8. ITEMS FROM MEMBERS

INFORMATION

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

9. ADJOURNMENT

NEXT MEETING: Wednesday, December 4, 2019 at 8:30 a.m.



FORT ORD REUSE AUTHORITY
ADMINISTRATIVE COMMITTEE MEETING MINUTES
8:30 a.m., Wednesday October 30, 2019 | FORA Conference Room
920nd Avenue, Suite A, Marina, CA 93933

1. CALL TO ORDER

Chair Dino Pick called the meeting to order at 8:30 a.m.

The following were present:

Dino Pick* (City of Del Rey Oaks)
Anya Spear (CSUMB)
Patrick Breen (MCWD)
Layne Long* (City of Marina)
Todd Muck (TMAC)
Craig Malin* (City of Seaside)
Lisa Reinheimer (MST)

Mike Zeller (TMAC)
Melanie Beretti* (County of Monterey)
Steve Matarazzo (UCSC)
Vicki Nakamura (MPC)
Hans Uslar* (City of Monterey)
*Voting member

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Seaside City Manager Craig Malin.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- Assistant Executive Officer Josh Metz announced a property transfer status update that may be accessed at www.fora.org.
- Mr. Metz reported an Oak Woodland Conservation Plan project update will be added to the November Board meeting consent agenda, pending Executive Committee approval.

4. PUBLIC COMMENT PERIOD

Members of the public wishing to address the Administrative Committee on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes.

No public comments were received.

5. APPROVAL OF MEETING MINUTES

ACTION

- a. October 16, 2019 Meeting Minutes

MOTION: On motion by Committee member Malin, second by Committee member Beretti and carried by the following vote, the Administrative Committee moved to approve the October 16, 2019 meeting minutes.

MOTION PASSED UNANIMOUSLY

6. NOVEMBER 8, 2019 REGULAR BOARD MEETING AGENDA REVIEW

Mr. Metz reviewed the items proposed to appear on the draft Board agenda for November 8, 2019. Mr. Metz noted a second vote is required for Business Item 8a, Terminated Employee Health Benefit Options and Retiree Medicare Reimbursement. Mr. Houlemard stated the Executive Committee will likely approve adding Oak Woodland Conservation Plan update as a Consent Item.

7. BUSINESS ITEMS

INFORMATION/ACTION

a. Overall Capital Improvement Program

i. Habitat Conservation Plan and Schedule

FORA Habitat Conservation Plan (“HCP”) consultant Erin Harwayne reviewed the HCP schedule and confirmed an estimated publishing date of Friday, November 1, 2019. An All Permittees meeting will be held on November 20, 2019 from 9:00 a.m. to 12:00 p.m., followed by a public meeting to review the draft Environmental Impact Statement/Environmental Impact Report (“EIS/EIR”) from 6:00 p.m. to 8:00 p.m. at Soper Field Community Center in Seaside. The Committee was provided a list of invitees to the All Permittees meeting and Mr. Metz encouraged permittees’ legal counsels and executive staff members attend to discuss Joint Powers Authority (“JPA”) formation details.

Economic Planning Systems consultant Ellen Martin presented refined cost allocation scenarios and discussed three potential cost allocation approaches, noting inclusion of additional supporting data may lead to further refinements. Ms. Martin discussed the following potential cost allocation alternatives:

- **Alternative #1:** Community Facilities District (“CFD”) replacement revenues; continuation of the current HCP financing model by allocating costs based on current FORA Capital Improvement Plan (“CIP”) development projections and CFD rates.
- **Alternative #2:** Costs allocation based on remaining developable acres determined by:
 - a) Short Term Planning Pipeline; costs allocated based on FORA CIP forecasts, development projections and average land use density assumptions or;
 - b) Long Term Development Pipeline; costs allocated based on the parcel’s full acreage for development taking place within the fifty-year HCP permit term.
- **Alternative #3:** Water Allocation; costs allocated based on either:
 - a) Potable water allocation based on current potable water for development capacity or;
 - b) Total water allocation based on current potable and recycled water allocation for development capacity.

Ms. Martin provided in depth analysis of the proposed cost allocation alternatives, detailing how costs could be distributed amongst jurisdictions under each scenario. She noted there may be other cost allocation alternatives proposed, as determined by the JPA. Executive Officer Michael A. Houlemard, Jr. noted this is a policy question that will need to be approved by the Board as it pertains to the decision about the application of remnant CDF funding for HCP or other priorities. Ms. Martin and staff answered questions and received feedback from members.

Regional Government Services (“RGS”) consultant Kendall Flint provided a brief review of the JPA finalization timeline, noting the Agreement’s current version does not include the term “successor

entity” or reference FORA. Individual agreements between the permittees will be negotiated and included in the JPA moving forward. Ms. Flint reported RGS continues to monitor comparable instances of JPA implementation statewide, specifically in the counties of San Joaquin, Yolo, Santa Clara and Contra Costa, which have similar habitat conservation concerns as FORA. These four JPAs are also similar in that they involve HCP implementation between multiple agencies, multiple species, sizeable acreage and comparable formation. Ms. Flint provided a analysis of these four counties’ JPA formations, management/staffing structures, jurisdiction count, species count, Habitat Management Areas and various HCP fee calculation methods. Per the Committee’s request at the October 16, 2019 meeting, Ms. Flint provided comparative analysis of JPA vs. Memorandum of Understanding (“MOU”) agreements, noting RGS found all other HCPs are being run through JPA or another governing agency, as opposed to MOU. She reported the primary advantage to JPA over MOU is shielding member agencies from liability and separating them from possible litigation. Ms. Flint reviewed an updated JPA finalization timeline, noting the permittees will be in charge of the JPA, which is a sole entity, and not a successor entity to FORA. She emphasized the JPA would not be associated with FORA in any way other than as recipient of FORA endowment funds. Ms. Flint and staff answered questions from members.

**Marina Mayor Pro-Tem Gail Morton requested additional information regarding what provisions must be included in the JPA if a permittee leaves the JPA. Ms. Flint stated that she would research whether any of the JPAs discussed at this meeting had such provisions. In addition, an analysis of housing development costs and how estimated remaining funds are to be allocated.*

ii. Review Building Removal Bond Legal Documents

Executive Officer Michael A. Houlemard, Jr. introduced the item, noting staff is working with Bond Counsel and Department of Finance to clarify whether obligations will be on individual jurisdictions’ Recognized Obligation Payment Schedule (“ROPS”) or a statutory pass-through. He reported FORA bond consultants are moving forward in preparing necessary legal documents and anticipates bond issuance in the coming months. Mr. Houlemard emphasized the bonds create a regional benefit by providing jurisdictions enough revenue to complete building removal after FORA’s June 30, 2020 dissolution. He noted Monterey County’s concern regarding determination of the bond’s public benefit, and stated staff anticipate providing a recommendation to the Board in December. Senior Project Manager Peter Said stated bond counsel presented the following technical items to the Board for clarification at the October 11, 2019 meeting: 1) acceptance of a successor agency, 2) establishment of covenant to put bond issue on the ROPS, and 3) scheduling a county public hearing. Mr. Said reported draft legal documents were sent to the Administrative Committee for review on October 8th and requested any feedback or questions from members be submitted to staff for consideration/incorporation. Mr. Said and staff answered questions from members.

**Lisa Reinheimer of Monterey-Salinas Transit (“MST”) requested clarification regarding MST’s 1.75% allocation and associated estimated building removal cost. Mr. Said stated he would provide a current cost assumption list.*

iii. Review Final Draft Transportation Study

Mr. Said presented an updated final draft Transportation Study. Per the Committee’s request, Kimley-Horn planning consultants analyzed the impact of alternative transportation modes on gridlock. A summary of this analysis was included in the 2020 Transportation Study Key Findings and will be presented to the Board as an informational item at the November 8, 2019 regular Board

meeting. Mr. Said explained the Transportation Study informs the CIP and FORA's mid-year budget. The Committee received a list of transportation projects currently within the budget for the next six months and a recommendation from staff to allocate \$70,000 to complete the NE/SW connector. Mr. Said explained several environmental studies are being conducted on the site and in order for that data to be usable the project must be closed out before FORA's sunset. Mr. Said reviewed a draft summary table of the CIP, divided by estimated CFD funds and estimated land sales funds. He reported an estimated 2020 final balance of \$3,691,458 in CFD funds and asked the Committee to consider recommendations regarding allocation, with the understanding that CFD funds may only be used for CFD approved projects. Mr. Said and Ms. Flint agreed the best use of these funds is investment in HCP. Regarding land sales Mr. Said reported 100% of the \$7,364,085 will be used to complete project expenditures and general CIP/FORA costs. The Committee was asked to consider the information provided and discuss staff's proposed recommendation to invest the 2020 CFD fund balance into HCP. Mr. Said and staff answered questions from members.

8. ITEMS FROM MEMBERS

9. ADJOURNMENT at: 10:38 a.m.

Minutes Prepared By:
Heidi Gaddy
Deputy Clerk

Natalie Van Fleet
Administrative Assistant

IMPLEMENTING AGREEMENT

This Implementing Agreement (this “Agreement”) is dated for reference purposes _____, 2019 and is entered into by and among:

- (a) County of Monterey (“County”),
- (b) City of Marina (“Marina”),
- (c) City of Seaside (“Seaside”),
- (d) City of Del Rey Oaks (“Del Rey Oaks”), and
- (e) City of Monterey (“Monterey” and collectively with County, Marina, Seaside, and Del Rey Oaks, the “Jurisdictions”)
- (f) Transportation Agency for Monterey County (“TAMC” and collectively with the Jurisdictions, the “Parties”).

RECITALS

A. The Fort Ord Reuse Authority (“FORA”) was established pursuant to the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.* and referred to herein as the “FORA Act”) as a regional agency to, among other things, plan, facilitate, and manage the transfer of former Fort Ord property from the United States Army (the “Army”) to various municipalities and other public entities (including the Jurisdictions) or their designees.

B. FORA acquired portions of the former Fort Ord from the Army under an Economic Development Conveyance Memorandum of Agreement between FORA and the Army dated June 20, 2000 (the “EDC Agreement”). FORA has delivered to each of the Jurisdictions a complete copy of the EDC Agreement as executed and including all amendments and attachments.

C. Section 67700(a) of the FORA Act provides that the FORA Act will become inoperative, at the latest, on June 30, 2020. Concurrently with the FORA Act becoming inoperative, FORA will dissolve (“FORA’s Dissolution”).

AGREEMENT

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

The following terms as used in this Agreement will have the meanings set forth below:

- 1.1 “**Agreement**” means this Implementing Agreement.
- 1.2 “**Army**” means the United States Army.

- 1.3 “**County**” means the County of Monterey, a California general law county.
- 1.4 “**Del Rey Oaks**” means the City of Del Rey Oaks, a California general law city.
- 1.5 “**EDC Agreement**” means the Economic Development Conveyance Memorandum of Agreement between FORA and the Army dated June 20, 2000.
- 1.6 “**FORA**” means the Fort Ord Reuse Authority, a public corporation of the State of California.
- 1.7 “**FORA Act**” means the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.*).
- 1.8 “**FORA’s Dissolution**” means the cessation of FORA’s existence when the FORA Act becomes inoperative, which is anticipated to occur on June 30, 2020.
- 1.9 “**HCP**” means the Fort Ord Multispecies Habitat Conservation Plan for the former Fort Ord military installation.
- 1.10 “**HCP Cooperative**” means the Fort Ord Regional Habitat Cooperative formed pursuant to a Joint Exercise of Powers Agreement entered into by and between the Jurisdictions, among others.
- 1.11 “**HMAS**” has the meaning given in Section 4.0.
- 1.12 “**Jurisdiction**” means individually County, Marina, Seaside, Del Rey Oaks, or Monterey. County, Marina, Seaside, Del Rey Oaks, and Monterey may collectively be referred to as the “**Jurisdictions.**”
- 1.13 “**Jurisdiction Property**” has the meaning given in Section 3.1.
- 1.14 “**Marina**” means the City of Marina, a California charter city.
- 1.15 “**Monterey**” means the City of Monterey, a California charter city.
- 1.16 “**Party**” means individually one of the Jurisdictions or TAMC. The Jurisdictions and TAMC may collectively be referred to as the “**Parties.**”
- 1.17 “**Sale or Lease Proceeds**” means the consideration received by the Jurisdiction when leasing or selling a portion of the Jurisdiction Property owned by the Jurisdiction, less any direct leasing expenses or direct sale expenses.
- 1.18 “**Seaside**” means the City of Seaside, a California general law city.

1.19 “TAMC” means the Transportation Agency for Monterey County, a regional transportation planning agency and California public entity.

2.0 WATER ALLOCATIONS

Until such time as such allocations may be amended as provided herein, the Jurisdictions agree to honor and abide by the allocations of potable and recycled water set forth in Exhibit A attached hereto, subject to compliance with all applicable laws including, but not limited to, the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) and the Sustainable Groundwater Management Act (Water Code Section 10720 *et seq.*). The Parties shall meet and confer in good faith to cooperatively develop one or more agreements between each Jurisdiction and Marina Coast Water District regarding the provision of potable and recycled water services and to establish parameters for amending the allocations in the future, as may be appropriate.

3.0 ROADWAY PROJECTS

3.1 Local Roads. After FORA’s Dissolution, no further funding will be available from FORA for local road improvement projects that may be required to mitigate the adverse impacts of development projects on property at the former Fort Ord owned by or subject to the control or land use approval authority of any of the Jurisdictions (each a “Jurisdiction Property”). Accordingly, if any development project on one but not more than one Jurisdiction Property requires mitigation in the form of a roadway project or otherwise, the Jurisdiction undertaking or approving the development project shall have sole responsibility to arrange for the funding of all required mitigation measures from such Jurisdiction’s own resources, from the project developer(s), or from grants or other resources available to such Jurisdiction.

3.2 Regional Roads. Immediately after FORA’s Dissolution, TAMC will assume responsibility for the collection of Regional Development Impact Fees for the FORA Zone (Zone 5). Within thirty (30) days following the full signing of this Agreement, TAMC and each Jurisdiction will meet and confer in good faith to cooperatively develop appropriate arrangements (to be implemented immediately following FORA’s Dissolution) for the collection and remission to TAMC of the Regional Development Impact Fee or a comparable development impact fee imposed by the such Jurisdiction as mitigation for impacts to regional roads resulting from development projects on such Jurisdiction’s Jurisdiction Property.

4.0 HABITAT CONSERVATION PLAN

After FORA’s Dissolution, no further funding will be available from FORA for implementation of the Fort Ord Multispecies Habitat Conservation Plan (“HCP”). All funds accumulated before FORA’s Dissolution for the purpose of habitat mitigation shall be transferred in the following order of priority. If before April 1, 2020 a Habitat Conservation Plan Cooperative (the “HCP Cooperative”) has been established, all the habitat mitigation funds held by FORA immediately prior to FORA’s Dissolution shall be transferred in their entirety to the HCP Cooperative for use in connection with the HCP being administered by the HCP Cooperative. If by April 1, 2020 no HCP Cooperative is in existence, then FORA will prepare a program to

distribute the habitat mitigation funds to one or more recipients for long-term management of the area located within the habitat reserve areas, the habitat corridors, and the restricted development parcels pursuant to the revised "Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord" issued by the U.S. Army Corps of Engineers in April 1997 (collectively, the "HMAs").

5.0 ORDNANCE

The Jurisdictions shall cooperate fully with the Army's investigation, characterization, and remediation of potential ordnance and explosives impediments to allow the reuse of the Jurisdiction Property. The Jurisdictions' cooperation will specifically include recognizing, effective immediately after FORA's Dissolution, the Army's new designated agency and entering into any new agreement(s) with the Army as may be necessary to appropriately implement the change of designated agency.

6.0 RECORDS RETENTION AND MANAGEMENT

All FORA records, including personnel files, documents, and meeting records will be transferred to County for retention and management.

7.0 LAND TRANSFER REPORTING

At least annually, commencing with the year in which FORA transfers or transferred a respective parcel of Jurisdiction Property to the ownership of the respective Jurisdiction and ending seven (7) years thereafter, the recipient Jurisdiction shall submit to County, serving as the Economic Development Corporation Successor and Local Reuse Authority Successor, a written report of the Jurisdiction's uses of all Sale or Lease Proceeds received by the Jurisdiction in connection with its ownership of such parcel of Jurisdiction Property, to the extent that such information has not previously been provided to FORA. The Jurisdiction shall have forty-five (45) days from the anniversary of each transfer of ownership to prepare and submit its report to County, which will promptly thereafter, as the designated reporting agency, submit the same to the Army.

8.0 COMMUNITY FACILITIES DISTRICT REVENUES

Immediately prior to FORA's Dissolution, any then unexpended community facilities district revenues and unencumbered other fund balances shall be transferred to County. The County of Monterey shall promptly thereafter disburse those community facilities district revenues and other fund balances to the Jurisdictions in such amounts and in such reasonable manner as the Jurisdictions may collectively agree.

9.0 OUTSTANDING DEBT

If FORA has any remaining outstanding debt at the time of FORA's Dissolution, property tax revenues shall continue to be paid to County in accordance with subparagraph (D) of paragraph (1) of subdivision (c) of Section 33492.71 of the Health and Safety Code in an amount necessary to pay the principal and interest or other amounts on that debt. Upon the retirement of the debt,

any remaining property tax revenues shall be transferred to the auditor-controller of County for appropriate distribution. County may, before disbursing revenues as provided in this section, deduct an amount equal to the reasonable cost of administering this section out of the remaining revenues to be disbursed.

10.0 SEVERABILITY

If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the Parties have been materially altered by such holding of invalidity.

11.0 DISPUTE RESOLUTION

If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section 11.

11.1 Duty to Meet and Confer. The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Party all the information in its possession that is relevant to the dispute, so that both Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, either Party may demand mediation.

11.2 Mediation. If meeting and conferring do not resolve the dispute, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Either Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the Parties.

11.3 Arbitration. If the dispute has not been resolved by mediation, and if both Parties wish to pursue arbitration, then the dispute shall be submitted to arbitration. The decision of the arbitrator or arbitrators shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, either Party files an action in court.

(i) Any potential arbitrator must affirmatively disclose all of his or her potential conflicts of interest, and a description of the nature of his or her past and current law practice (if applicable), before the Parties select the arbitrator. A Party may disqualify any potential arbitrator whom the Party subjectively perceives to have a conflict or bias. Any potential arbitrator must be a qualified professional with expertise in the area that is the subject of the dispute, unless the Parties otherwise agree. The Parties shall jointly select a single arbitrator.

(ii) Before commencement of the arbitration, the Parties may elect to have the arbitration proceed on an informal basis; however, if the Parties are unable so to agree, then the arbitration shall be conducted in accordance with Code of Civil Procedure Section 1280 *et seq.*, and to the extent that procedural issues are not there resolved, in accordance with the rules

of the American Arbitration Association. Notwithstanding the foregoing, the requirements of subsection (iii) below shall apply.

(iii) The arbitrator must issue a written decision setting forth the legal basis of the decision, making findings of all relevant facts and stating how the law was applied to the found facts, and the decision must be consistent with and apply the law of the State of California.

11.4 Attorneys' Fees and Costs. Should the dispute of the Parties not be resolved by negotiation or mediation, and in the event it should become necessary for either Party to enforce any of the terms and conditions of this Agreement by means of arbitration, court action or administrative enforcement, the prevailing Party, in addition to any other remedy at law or in equity available to such Party, shall be awarded all reasonable cost and reasonable attorneys' fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing Party.

11.5 Judicial Resolution. If the dispute is not or cannot be resolved by mediation, and if there is not agreement between the Parties to pursue arbitration, then either Party may commence an action in the Superior Court of Monterey County. The prevailing Party, in addition to any other remedy at law or in equity available to such Party, shall be awarded all reasonable costs and reasonable attorney's fees, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing Party. For purposes this Section 11.5, "prevailing Party" shall include a Party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

12.0 MISCELLANEOUS

12.1 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. No other statement or representation by any employee, officer, or agent of any Party, which is not contained in this Agreement, shall be binding or valid.

12.2 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

12.3 Modifications. This Agreement shall not be modified except by written instrument executed by and between the Jurisdictions.

12.4 Interpretation. This Agreement has been negotiated by and between the representatives of all Parties, all being knowledgeable in the subject matter of this Agreement, and each Party had the opportunity to have the Agreement reviewed and drafted by their respective legal counsel. Accordingly, any rule of law (including Civil Code Section. 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the purpose of the Parties and this Agreement.

12.5 Relationship of the Parties. Nothing in this Agreement shall create a joint venture, partnership or principal-agent relationship between the Parties.

12.6 Waiver. No waiver of any right or obligation of any Parties hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by any Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

12.7 Further Assurances. The Parties shall make, execute, and deliver such other documents, and shall undertake such other and further acts, as may be reasonably necessary to carry out the intent of this Agreement.

12.8 Days. As used in this Agreement, the term “days” means calendar days unless otherwise specified.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth beside the signature of each, the latest of which shall be deemed to be the effective date of this Agreement.

Dated: _____, 2019

COUNTY OF MONTEREY

By: _____
County Administrative Officer

Approved as to form:

By: _____
County/Deputy County Counsel

Dated: _____, 2019

CITY OF MARINA

By: _____
City Manager

Approved as to form:

By: _____
City Attorney

Dated: _____, 2019

CITY OF SEASIDE

By: _____
City Manager

Approved as to form:

By: _____
City Attorney

Dated: _____, 2019

CITY OF DEL REY OAKS

By: _____
City Manager

Approved as to form:

By: _____
City Attorney

Dated: _____, 2019

CITY OF MONTEREY

By: _____
City Manager

Approved as to form:

By: _____
City Attorney

DRAFT

Dated: _____, 2019

TRANSPORTATION AGENCY
FOR MONTEREY COUNTY

By: _____
Chair

Approved as to form:

By: _____
Agency Counsel

DRAFT

EXHIBIT A

[attach water allocation table]

DRAFT