



FORT ORD REUSE AUTHORITY

STUDY SESSION

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, July 13, 2018 at 9:00 a.m. – 1:30 p.m.

910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

Public Comment: 15 minutes are allowed for each of the public comment segments for this study session. Speakers may be asked to limit their remarks to 2 minutes or as determined by the Chair. A speaker may not yield time to another speaker. Issues raised during Public Comment, not on this agenda, will have no action. The Board may refer the item to the Executive Officer for response.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PURPOSE / “RULES OF THE ROAD”

4. TRANSITION PLAN

- a. Key Issues
- b. Administrative
- c. Environmental Services
- d. Habitat

Public Comment (*Please see above note*)

- e. Transportation
- f. Water/Wastewater
- g. Miscellaneous
- h. Building Removal

Public Comment (*Please see above note*)

5. BOARD MEMBERS QUESTIONS, COMMENTS, DISCUSSION & DIRECTION

6. ADJOURNMENT at 1:30 p.m.

A brief light refreshments break will be called during this meeting.

FORA BOARD OF DIRECTORS MEETING – 2:00 PM

FORT ORD REUSE AUTHORITY BOARD REPORT

BOARD STUDY SESSION

Subject: Transition Plan Study Session

Meeting Date: July 13, 2018

Agenda Number:

INFORMATION/ACTION

RECOMMENDATION:

- i. Receive an update of the Fort Ord Reuse Authority (FORA) Transition Planning Process.
- ii. Deliberate policy and programmatic issues, directing staff to prepare a Transition Plan with specific liability, obligation and asset assignment recommendations.

BACKGROUND/DISCUSSION:

The FORA Board of Directors received a report outlining the first draft of the Transition Plan and background materials on June 8, 2018 during a several hour Board Study Session. Discussion was limited to the background information and presentation, noting the time-certain regular meeting at 2:00 pm. That information and background is the general documentation and culmination of a 2½ year gathering period, encompassing analyses, review, and discussion by three Board ad hoc committees, public input and consultant review. For the July 13 Board session, staff is providing a draft compilation of the assignment charts (by jurisdiction) demonstrating what is proposed to be assigned. Staff has added a column for proposed implementation of the assignment. These assignment charts are the basis for how remaining revenue generation obligations and project implementation will be accomplished and are attached hereto as **Exhibit A**. Additionally, we provide the following policy areas for the Board to consider providing direction by Chapter if it so chooses. This Board report identifies and outlines areas where staff seeks Board direction to refine the Transition Plan.

- **COMPLETE THE ECONOMIC RECOVERY**
 - Base wide costs and base wide mitigations
 - What and When?
- **REVENUE GENERATION**
 - Continue existing financing or
 - Create new system(s) to achieve comparable resources.
- **REVENUE SHARING**
 - Decide how to share revenues between those that generate the revenues and those providing the cross boundary basewide costs and mitigation measures
- **POLICY ENFORCEMENT**
 - What policies and how?(i.e. prevailing wage, veterans support, building removal)
- **IMPLEMENTATION PLAN**
 - Contractual Assignment
 - Agreements (by some or all jurisdictions and/or entities)
 - Litigation

REVENUE GENERATION/REVENUE SHARING:

- Should the infrastructure and habitat conservation projects in FORA's capital improvement program be completed and existing funding mechanism sustained?
- If YES, then what does the successor/follow-on FORA organization look like?
- If NO:
 - Then how should funds from individual jurisdictions be equitably charged, collected and distributed to complete FORA's obligations?
 - Should those jurisdictions with outstanding entitled development be required to provide an agreement and/or assurances that they will collect replacement revenues and transfer those revenues to an escrow account or directly to those jurisdictions implementing projects as outlined?
 - What should be required of a jurisdiction to assure they will collect replacement revenues comparable to implement obligations?

POLICY ENFORCEMENT/IMPLEMENTATION PLAN:

- As a part of the implementation program, should FORA "file/record" the Master Resolution as it exists on June 30, 2020?
- As a part of the Implementation Plan and Transition Program, should FORA prepare and update the Capital Improvement program in March 2020 and utilize this update as the basewide costs and mitigation measures remaining for FORA completion?
- Will jurisdictions self-enforce FORA/BRP policies?

ADMINISTRATIVE:

- Should all administrative liabilities be assigned based upon voting percentage?
- Who manages LAFCO/real party in interest Transition Plan litigation beyond 2020?
- Who assumes responsibilities under potential settlement agreements or court judgments?
- Can/should FORA seek insurance policies extensions to provide gap/statute of limitation coverage? e.g. Workers' compensation/Director coverage? Alternatively, deposit/fund an escrow for contingent "administrative liabilities?"
- Who receives/maintains FORA records repository/website?

ESCA:

- Which jurisdiction or new entity should be FORA's single entity successor for completing the Environmental Services Cooperative Agreement ("ESCA") obligations and receipt of Army contract amendment for additional dollars? (See Paragraph 5.2.2 Environmental Services Obligations, ESCA Cooperative Award; AOC Paragraph 5 requires 120 day written notice and acceptance by EPA/DTSC regulators of successor's fitness to meet AOC requirements).
 - How will successor/ other jurisdictions share ESCA resources and responsibilities?
- Should FORA's ESCA obligations and Army financial support be transferred to a JPA, Monterey County/ Seaside JPA? Would the Army approve?
- Will the ESCA funds, priced for a single coordinated entity to manage and implement be sufficient to support another management structure?
- What agreements need to be in place to share the ESCA resources?
- What additional management structure will the successor need to develop/implement to manage the ESCA?
- Where will ESCA office be for appropriate access to support requirements?

- The Monterey County Health Department Director of Health is the contractually designated party for DTSC reporting, notices, comments, approvals and other communications from and to the Department after FORA ceases to exist. (2008 DTSC Agreement). Shall the Director of Health be directed by County to begin transitioning the DTSC contractual requirements with FORA staff?

HABITAT:

- What happens if USFWS/CA DFW do not approve Basewide HCP/2081 permit by 2020?
 - JPA/Habitat Cooperative if in existence, underlying jurisdictions if not?
- Who is the successor to a Basewide HCP/2081 permit if no Habitat Cooperative is formed?
- How are replacement funds (approximately \$45M) allocated and/or how is the endowment funded without the FORA Community Facilities District (CFD) fees?
- What are the obligations under the HMP?
- Is it feasible to process individual take permits with USFWS/CA DFW?
- What are the time /development costs and can or should those costs be shifted as habitat conservation is a **basewide cost/regional asset**?
- How do jurisdictions finance removal of invasive species and habitat restoration?
- What is the backup transition plan if there is no basewide Habitat Conservation Plan (HCP)? Would the \$21 Million collected by FORA for habitat protection be placed in trust to a) protect habitat management areas on a basewide basis and invested in habitat trust/annuity for those purposes and b) fund/repay development projects required to obtain Section 7/2081 permits? Trust to be managed by either JPA/Habitat Cooperative or all underlying jurisdictions?

TRANSPORTATION:

- Who completes FORA lead agency improvements?
 - South Boundary Road Upgrade
 - Intergarrison Road
 - GJM Blvd.
 - NE-SW Connector
 - Gigling Road
 - Eucalyptus Road
- What is the schedule for FORA lead project completion (i.e. Implementation)?
- What is the schedule for FORA Network completion?
- How do we ensure Fort Ord Zone network obligations are met and monitored/reassessed?
- How should revenues be transferred for off-site and regional projects?
 - Assign off-site impacts to underlying jurisdictions?
 - How would jurisdictions equalize revenues for these projects that FORA would have provided to the jurisdiction?
 - Assign Implementation Agreement obligations?
 - Breaking out the entitled development projections from the new project projections creates an offset in outstanding obligations.
- How are collected funds disbursed/prioritized (within the limitations of receipt of funds)?

WATER/WASTEWATER:

- How will there be public representation of the Ord Community without the 1998 Facilities Agreement if no MCWD annexation of Fort Ord prior to 2020?
- How do water allocation adjustments occur in order to ensure fair and equitable water allocation?
- How do you define, approve, and pay for the Augmented Water project (a required CEQA mitigation in the BRP) currently in planning?
- How do you ensure future water service and annexation of the entire Ord Community?
- Should some future service areas be required to pay annexation fees? Should only new development pay capacity (i.e. augmented water supply) charges, or should the augmented water supply charge be shared on a base wide basis?
- Should FORA assign the revenue generation associated with water augmentation to MCWD? This would shift financing from FORA CFD to MCWD capacity charges.
- First Right of Refusal? Should FORA's first right of refusal for excess water/wastewater rights be assigned to MCWD or to jurisdictions that still have development potential?

MISCELLANEOUS

- Who will be FORA's successor for purposes of monitoring Settlement Agreements/writ compliance?
- Who will pay Litigation/Attorneys' fees and costs awarded subsequent to 6-30-2020?
- What happens to pending litigation post 2020?
- Who manages pending litigation post 2020?

BUILDING REMOVAL

- Should remaining FORA obligations for current policy building removal be assigned to underlying jurisdictions?
- Should additional building removal policy-level obligations be undertaken by the FORA Board to reduce future burden on underlying jurisdictions? If yes, should the FORA Act be recommended for extension as a part of the Transition Plan, to enable a revenue sharing program be devised by the land use jurisdictions using former FORA property tax revenues or other resources to accelerate blight removal?

FINANCIAL (See also Revenue Generation/Revenue Sharing hereinabove)

- Post 2020 how are revenues generated to ensure completion of BRP obligations/liabilities?
 - If new financing mechanisms are required, how do we capture and assess already entitled development? (Approximately \$72M)
 - Should there be a compensatory payment for entitled development by those entities with entitled development, unless contract or other commitment in place at sunset to fulfill the FORA obligation?
 - Should imposition of an amount based upon development be imposed by LAFCO based upon contractual commitments in the Implementation Agreements?
- If replacement CFD revenues are generated, how are revenue transfers handled to compensate/reimburse surrounding jurisdictions for their portions of the base wide costs and mitigation measures?
- Can the development fee be assigned to successor for the areas not covered by the CFD?
- Can the Implementation Agreements be assigned and do they require the jurisdictions by contract to finish the Base wide Costs and Mitigation measures as identified in the CIP?

- Does assignment require the Land Use Jurisdictions to adopt replacement fees and/or mechanisms to replace the FORA Property Tax and Development Fees?

This report does not include discussion of the following chapters: CEQA, Transition Staffing, and/or Conclusion/Recommendation as many of those chapters will be guided by the Board's discussion and direction on the other chapters. Transition staffing will be guided during 2019 by the Executive Officer with the assistance of a human resources consultant. CEQA for adoption of the Transition Plan will be guided by the final Board recommendations as will the conclusions/recommendations of the Draft Transition Plan.

PUBLIC COMMENT: At the last meeting public comments were requested to be sent to planning@fora.org. No comments were received at that email. FORA did receive two comment letters which are attached to this report as **Exhibit B**. FORA staff requests that comments be sent to planning@fora.org.

FISCAL IMPACT:

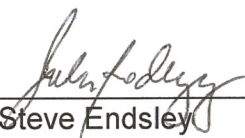
Reviewed by FORA Controller 

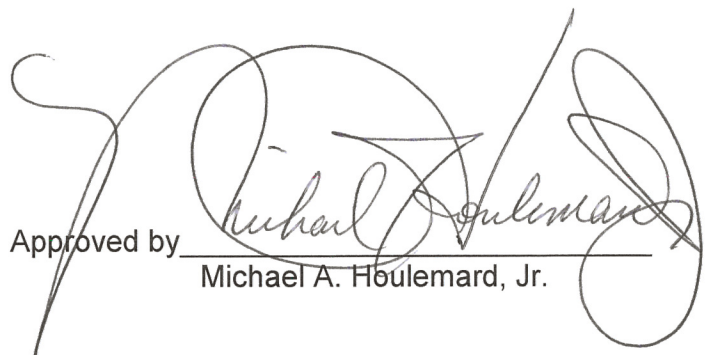
COORDINATION:

On June 5, 2018, the Administrative Committee was provided a copy of the Preliminary DRAFT Transition Plan. The 2016 and 2017 Transition Task Forces and the 2018 Transition Ad Hoc Committee received reports and background materials, and regular consultation has been undertaken with the Local Area Formation Commission staff, governing each of the elements that staff have been able to identify that are required in a transition plan.

On June 1, 2018, the Executive Committee considered the Transition Plan workshop and concurred in the recommendation to have a Study Session June 8, 2018, facilitated if possible and a subsequent workshop on July 13, 2018.

Prepared by 
Sheri L. Damon

Reviewed by  FOR
Steve Endsley

Approved by 
Michael A. Hbulemard, Jr.

TRANSITION PLAN ASSIGNMENTS AND IMPLEMENTATION

ASSIGNMENT/CONTRACTS	Year	Assignment	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes/Implementation of Assignment
MARINA						
Administrative Liabilities		16%				
CalPERS Contract	1997		http://b77.402.myftpupload.com/wp-content/uploads/1-CalPE	Liability		
CalPERS Contract Amendment 1	1999		http://b77.402.myftpupload.com/wp-content/uploads/2-CalPE	Liability		
CalPERS Contract Amendment 2	2003		http://b77.402.myftpupload.com/wp-content/uploads/3-CalPE	Liability		
LAFCO Indemnification Agreement	2018		http://b77.402.myftpupload.com/wp-content/uploads/4-Indem	Liability		*FORA has set aside approximately \$7M in assets to address terminated agency unfunded Liability
Financial Assets						
Pollution Legal Liability Insurance (PPL) CHUBB	2015		http://fora.org/Reports/TTF/PLL-Chubb-Policy-transmital-summary-policy010215.pdf		County, Seaside, Monterey, Marina	4
Environmental Services						
US EPA Administrative Order on Consent	2007		http://fora.org/Reports/TTF/ESCA-0098_AOC.pdf	Liability/Obligation	County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC, MICWD	
MOA Jurisdictions and DTSC Concerning Monitoring and Reporting on Environmental Restrictions on the Former Fort Ord	2008		http://b77.402.myftpupload.com/wp-content/uploads/16_022708moaEnviroRestricts.pdf		County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC	
Habitat						
Habitat Management Plan	1997		http://docs.fortordcleanup.com/ar_pdfs/AR-BW-1787/bw-1787	Obligation/Liability	Marina, Seaside, County, Monterey, MPC, CSUMB, All property recipients	
Miscellaneous						
MCP v. FORA, Monterey County Superior Court	2017		N/A	Asset/Liability	Marina Successor Agency/Marina	To the extent this lawsuit is pending at time of sunset, Marina solely shall be considered FORA's successor to control litigation and pay all litigation costs and expenses.
Marina Redevelopment Agency, Marina Community Partners and FORA MOA on University Villages Building Removal	2005	100%	http://fora.org/Reports/TTF/FORA-MRDA-MCP-building-removal-MOA-082905.pdf	Asset/Liability	Marina Successor Agency	
Marina Community Partners and FORA Reimbursement Agreement on University Villages Building Removal	2006	100%	http://b77.402.myftpupload.com/wp-content/uploads/FORA-MCP-LLC-Reimbursement-Agmt_signed-01-26-2006.pdf	Liability	Marina	
County-FORA-EG Partners LLC Funding Obligations	2006		http://b77.402.myftpupload.com/wp-content/uploads/MOA	Liability	County/Marina	Security Parcel for any debt obligation
Settlement Agreement and Mutual Release (Sierra Club)	1998		http://www.fora.org/Planning/113098_SierraClub_Agreement	Liability	Marina, Seaside, County, Monterey, DRO	Deed Restrictions/Resource Constraints
Transportation						
FORA-City of Marina reimbursement agreement for Abrams, Crescent, 8th Street, and Salinas Roads	2007		http://fora.org/Reports/TTF/D040307_Reimbursement_Agreem	Liability/Obligation	City of Marina Obligation, other cities Liability	[1]
ROAD PROJECTS						
Abrams		100%		Obligation/Liability	\$1,210,655	These are Revenue Generation/Sharing requirements under the Capital Improvement Program. Marina shall be required to generate the replacement revenues for these projects.
8th Street		100%		Obligation/Liability	5,823,534	
Salinas Ave		100%		Obligation/Liability	1,950,501	

ASSIGNMENT/CONTRACTS	Year	Assignment	AGREEMENT LINK	Asset/Liability	Pledge/Obligation	Multi-Agency	Multi-Agency Notes/Implementation of Assignment
COUNTY							
Administrative Liabilities		24%					
CalPERS Contract			http://b77.402.myftpupload.com/wp-content/uploads/1-CalPERS-Contract.pdf				
CalPERS Contract Amendment 1			http://b77.402.myftpupload.com/wp-content/uploads/2-CalPERS-Contract-Amendment-1.pdf				
CalPERS Contract Amendment 2			http://b77.402.myftpupload.com/wp-content/uploads/3-CalPERS-Contract-Amendment-2.pdf				
LAFCO Indemnification Agreement			http://b77.402.myftpupload.com/wp-content/uploads/4-Indemnification-Agreement-LAFCO-and-FORA-DRAFT-02-28-18.pdf				
Financial Assets							
County of Monterey Implementation Agreement			http://fora.org/Reports/ImplementAgreements/mtvctv_ia.pdf	Asset		County of Monterey, MCWD, Habitat Cooperative, TAMC	1
City of Marina Implementation Agreement			http://fora.org/Reports/ImplementAgreements/marina_ia.pdf	Asset		MCWD, Habitat Cooperative, TAMC, County of Monterey, DRO, City of Monterey, Seaside	1
City of Marina IA- Amendment #1: Establishing Development Fee Policy Formula			http://fora.org/Reports/ImplementAgreements/marina_ia_amend-9-14-13.pdf	Asset		MCWD, Habitat Cooperative, TAMC, County of Monterey, Seaside	1
City of Seaside Implementation Agreement			http://fora.org/Reports/ImplementAgreements/seaside_ia.pdf	Asset		MCWD, Habitat Cooperative, TAMC, County of Monterey, DRO, City of Monterey, Seaside	1
Pollution Legal Liability Insurance (PLL) CHUBB	2015		http://fora.org/Reports/TTF/PL-Chubb-Policy-transmittal-summary-policy010215.pdf			County of Monterey, Seaside, Monterey, Marina	4
Environmental Services							
US EPA-Army-State of CA Federal Facility Agreement			http://fora.org/Reports/TTF/111990_Federal_Facilities_Agreem	Obligation/Liability		County	
ESCA Cooperative Agreement Award (end date amended 2017)	2007		http://fora.org/Reports/TTF/033007_Coop_Agreement_Award	Asset/Liability		County	
FORA-LFR Fort Ord Remediation Services Agreement	2007		http://fora.org/Reports/TTF/033007_RSA_ESCA.pdf	Asset/Liability		County	Assignable
US EPA Administrative Order on Consent	2007		http://fora.org/Reports/TTF/ESCA-0099_AOC.pdf	Liability/Obligation		County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC, MCWD	Requires 120-notice/Financial and Technical Expertise/Approval by EPA/DTSC
MOA Jurisdictions and DTSC Concerning Monitoring and Reporting on Environmental Restrictions on the Form	2008		http://b77.402.myftpupload.com/wp-content/uploads/16_022708moaEnviroRestricts.pdf			County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC	
MOU Regarding Development of the Central Coast Veterans Cemetery	2009		http://b77.402.myftpupload.com/wp-content/uploads/18_050	Liability/Obligation		County, Seaside	
Remedial Design/Remedial Action, Land Use Controls Implementation, Operations and Maintenance Plan, Parker Flats MRA Phase I*	2009		http://b77.402.myftpupload.com/wp-content/uploads/21_080409Pflatsp11UCIPOMP.pdf			County	
ESCA Cooperative Agreement Award Amendment 1	2017		http://fora.org/Reports/TTF/033007_Coop_Agreement_Award	Asset/Liability		County	
ESCA Cooperative Agreement Award Amendment (End date amended 2017)	2007		http://fora.org/Reports/TTF/033007_Coop_Agreement_Award	Asset/Liability		County	
FORA-LFR Fort Ord Remediation Services Agreement	2007		http://fora.org/Reports/TTF/033007_RSA_ESCA.pdf	Asset/Liability		County	
Habitat							
Habitat Management Plan	1997		http://docs.fortordcleanup.com/ar_pdfs/AR-BW-1787/bw-1787	Obligation/Liability		Marina, Seaside, County, Monterey, MPC, CSUMB, All property recipients	
Del Rey Oaks - FORA - Developer Endangered Species MOA	2005		http://fora.org/Reports/TTF/092705_MOA_Endangered_Speci	Obligation/Liability		County, Habitat Cooperative	
FORA-UCSC Agreement Concerning Funding of Habitat Management Related Expenses on the Fort Ord Natural Reserve	2005		http://fora.org/Reports/TTF/101405_agreement_Habitat_UMF	Obligation/Liability/Asset		Habitat Cooperative, County	
FORA - UCSC FONR - Extension of Funding	2007		http://b77.402.myftpupload.com/wp-content/uploads/FORA-U	Obligation/Liability		Habitat Cooperative, County	
County - FORA - Developer Endangered Species MOA	2005		http://fora.org/Reports/TTF/100605_MOA_Endangered_Speci	Obligation/Liability		County, Habitat Cooperative	
Miscellaneous							
County-FORA-EG Partners LLC Funding Obligations	2006		http://b77.402.myftpupload.com/wp-content/uploads/MOA_N	Liability/Asset		County, Marina	
FORA - Seaside - County - Cemetery Foundation	2012		http://b77.402.myftpupload.com/wp-content/uploads/012812	Liability		County, Seaside, Foundation	
Settlement Agreement and Mutual Release (Sierra Club)	1998		http://www.fora.org/Planning/113098_SierraClub_Agreement	Liability		Marina, Seaside, County, Monterey, DRO	
Transportation							
FORA-County of Monterey reimbursement agreement for Davis Road Improvements	2005		http://fora.org/Reports/TTF/101905_Agreement_Reimbursme	Liability/Obligation		County	
Water/Wastewater							
US-MCWRA Agreement	1993		http://fora.org/Reports/1993-Agrmt-US_MCWRA.pdf	Asset		County, Monterey, Seaside, DRO, CSUMB, MPC, US, MCWD	
Army- FORA MOA for Sale of Portions of the Former Fort Ord	2000		http://fora.org/Reports/TTF/062000_MOA_Army-FORA_EDC-Agreement.PDF	Asset/Liability/Obligation		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	B. Each entity must be designated as a Local Reuse Authority by OEA in Federal Govt. and State Govt. to receive water/wastewater right: Issue as to prioritization and access
FORA, MCWD Quitclaim Deed Ord Infrastructure	2001		http://fora.org/Reports/TTF/110701_FORA-MCWD_Quitclaim_Deed_Ord_Infrastructure.pdf	Obligation		DRO, Monterey, Seaside, County, MPC, CSUMB,(as to Enforcement of Provisions only) NOTHING TO ASSIGN TO MCWD; TRANSFER COMPLETE	Enforcement of obligations contained in Quitclaim as to water/wastewater service obligations.
MCWD-FORA Quitclaim deed L35.5	2006		http://fora.org/Reports/TTF/MCWD_FORA_Quitclaim_Deed020806.pdf	Enforcement		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
FORA Recycled Water allocations to jurisdictions	2007		http://fora.org/Reports/TTF/RecycledWater_allocation_to_Jurisdictions-051107.PDF			Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	Captured in Implementation Agreements (See Section 3)
FORA Potable Water allocation to jurisdictions	2007		http://fora.org/Reports/TTF/PotableWater_allocation_to_Jurisdictions-011207.pdf			Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	Captured in Implementation Agreements (Section 3)
MOU Water Augmentation and 3 Party Agreement	2015		http://fora.org/Reports/2015-MOU-Three-Party_Final.pdf	Liability/Obligation		Seaside, DRO, County, Monterey	
FORA-MCWD Pipeline Reimbursement Agreement	2016		http://fora.org/Reports/2016-Rmbrs_Agrmt_FORA-MCWD_Pipeline_Executed_08-25-16.pdf	Liability		Seaside, DRO, County, Monterey	

ROAD PROJECTS					
Davis Rd north of Blanco					\$773,206
Davis Rd south of Blanco					12,849,185
Widen Reservation-4 lanes to WG					9,569,628
Widen Reservation, WG to Davis					5,344,788
Intergarrison			OBLIGATION-2024		5,115,666
NE-SW Connector*			OBLIGATION-2025		19,208,224

This project requires build implementation, to the extent it remains in the final Capital Improvement Program at sunset and shall be completed at the date set in the final Capital Improvement Program

DRAFT

ASSIGNMENT/CONTRACTS	Year	Assignment	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes/Implementation of Assignment
SEASIDE		16%				
Administrative Liabilities		8%				
CalPERS Contract	1997		http://b77.402.myftpupload.com/wp-content/uploads/1-CalPERS-Contract.pdf			
CalPERS Contract Amendment 1	1999		http://b77.402.myftpupload.com/wp-content/uploads/2-CalPERS-Contract-Amendment-1.pdf			
CalPERS Contract Amendment 2	2003		http://b77.402.myftpupload.com/wp-content/uploads/3-CalPERS-Contract-Amendment-2.pdf			
LAFCO Indemnification Agreement	2018		http://b77.402.myftpupload.com/wp-content/uploads/4-Indemnification-Agreement-LAFCO-and-FORA-DRAFT-02-28-18.pdf			* FORA has set aside approximately \$7M in assets to address terminated agency unfunded Liability
Financial Assets						
City of Marina Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/marina_ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
City of Marina Implementation Agreement IA - Amendment #1: Establishing Development Fee Policy Formula	2013		http://fora.org/Reports/ImplementAgreements/marina_ia_amend-9-14-13.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
City of Seaside Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/seaside-ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, Seaside	1
Development Fee Resolution	1999		http://b77.402.myftpupload.com/wp-content/uploads/99-01.pdf	Asset	Seaside? Some areas on Base still covered by Development Fee Resolution	3
Pollution Legal Liability Insurance (PLL) CHUBB	2015		http://fora.org/Reports/TTF/PL- Chubb-Policy-transmittal-summary-policy010215.pdf		County of Monterey, Seaside, Monterey, Marina	4
Environmental Services						
US EPA Administrative Order in Consent	2007		http://fora.org/Reports/TTF/ESCA-0098_AOC.pdf	Liability/Obligation	County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC, MCWD	
MOA Jurisdictions and DTSC Concerning Monitoring and Reporting on Environmental Restrictions on the Former Fort Ord	2008		http://b77.402.myftpupload.com/wp-content/uploads/16_022708moaEnviroRestricts.pdf		County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC	
MOU Regarding Development of the Central Coast Veterans Cemetery	2009		http://b77.402.myftpupload.com/wp-content/uploads/18_050	Liability/Obligation	County, Seaside	
Habitat						
Habitat Management Agreement	1997		http://docs.fortordcleanup.com/ar_pdfs/AR-BW-1787/bw-178	Obligation/Liability	Marina, Seaside, County, Monterey, MPC, CSUMB, All Property recipients	
Miscellaneous						
FORA-Seaside-County-Cemetery Foundation	2012		http://b77.402.myftpupload.com/wp-content/uploads/012812	Liability	County, Seaside, Foundation	
Settlement Agreement and Mutual Release (Sierra Club)	1998		http://www.fora.org/Planning/113098_SierraClub_Agreement	Liability	Marina, Seaside, County, Monterey, DRO	Deed Restrictions/Resource Constraints
Transportation						
Gigling	100%				8,739,609	Seaside shall be responsible to construct and generate revenues for Eucalyptus and Gigling road. Implementation of the roadway improvements shall be as identified in the final Capital Improvement Program.
Eucalyptus Road	100%				518,360	
Water/Wastewater						
US-MCWRA Agreement	1993		http://fora.org/Reports/1993-Agrmt-US_MCWRA.pdf	Asset	County, Monterey, Seaside, DRO, CSUMB, MPC, UC, MCWD	1
Army-FORA MOA for Sale of Portions of the Former Fort Ord	2000		http://fora.org/Reports/TTF/D62000_MOA_Army-FORA_EDC_Agreement.PDF	Asset/Liability/Obligation	Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	2,3
FORA, MCWD Quitclaim Deed Ord Infrastructure	2001		http://fora.org/Reports/TTF/110701_FORA-MCWD_Quitclaim_Deed_Ord_Infrastructure.pdf	Obligation	DRO, Monterey, Seaside, County, MPC, CSUMB (as to Enforcement of Provisions only) NOTHING TO ASSIGN TO MCWD: TRANSFER COMPLETE	4
Army-FORA, MRWPCA, and MCWD MOA	2005		http://fora.org/Reports/110205_MOA_Army_MRWPCA-FORA-MCWD.pdf	Asset	Seaside, DRO, Monterey	
MCWD-FORA Quitclaim Deed L35.5	2006		http://fora.org/Reports/TTF/MCWD_FORA_Quitclaim_Deed020806.pdf	Enforcement	Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
FORA Recycled Water allocations to jurisdictions	2007		http://fora.org/Reports/TTF/RecycledWater_allocation_to_Jurisdictions_051107.PDF		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	6
FORA Potable Water allocation to jurisdictions	2007		http://fora.org/Reports/TTF/PotableWater_allocation_to_Jurisdictions-011207.pdf		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
Army-Seaside AYH Water Deed	2008		http://fora.org/Reports/TTF/D82808_AYH_Water_Deed.pdf		Seaside	8
MOU Water Augmentation and 3 Party Agreement	2008		http://fora.org/Reports/2015-MOU-Three-Party_Final.pdf	Liability/Obligation	Seaside, DRO, County, Monterey	9
FORA-MCWD Pipeline Reimbursement Agreement	2015		http://fora.org/Reports/2016-Rmbrs_Agrmt_FORA-MCWD_Pipeline_Executed_08-25-16.pdf	Liability	Seaside, DRO, County, Monterey	10

ASSIGNMENT/CONTRACTS	Year	Assignment	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes/Implementation of Assignment
DEL REY OAKS						
Administrative Liabilities						
CalPERS Contract	1997	8%	http://b77.402.myftpupload.com/wp-content/uploads/1-CalPE	Liability	All Voting Members	
CalPERS Contract Amendment 1	1999		http://b77.402.myftpupload.com/wp-content/uploads/2-CalPE	Liability	All Voting Members	
CalPERS Contract Amendment 2	2003		http://b77.402.myftpupload.com/wp-content/uploads/3-CalPE	Liability	All Voting Members	
LAFCO Indemnification Agreement	2018		http://b77.402.myftpupload.com/wp-content/uploads/4-Indem	Liability	All Voting Members	*FORA has set aside approximately \$7M in assets to address terminated agency unfunded Liability
Financial Assets						
City of Marina Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/marina_la.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
City of Marina IA- Amendment #1 Establishing Development Fee Policy Formula	2013		http://fora.org/Reports/ImplementAgreements/marina_la_amend-9-14-13.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
Pollution Legal Liability Reimbursement Agreement (DRO)	2015		http://b77.402.myftpupload.com/wp-content/uploads/DRO-Reimbursement-Agreement.pdf	Asset	DRO	3
Environmental Services						
US EPA Administrative Order in Consent	2007		http://fora.org/Reports/TTF/ESCA-0099_AOC.pdf	Liability/Obligation	County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC, MCWD	
MOA Jurisdictions and DTSC Concerning Monitoring and Reporting on Environmental Restrictions on the Form	2008		http://b77.402.myftpupload.com/wp-content/uploads/16_022708moaEnviroRestricts.pdf		County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC	
Miscellaneous						
Settlement Agreement and Mutual Release (Sierra Club)	1998		http://www.fora.org/Planning/113098_SierraClub_Agreement	Liability	Marina, Seaside, County, Monterey, DRO	Deed Restrictions/Resource Constraints
Water/Wastewater						
US-MCWRA Agreement	1993		http://fora.org/Reports/1993-Agrmt-US_MCWRA.pdf	Asset	County, Monterey, Seaside, DRO, CSUMB, MPC, MCWD	1
Army-FORA MOA for Sale of Portions of the Former Fort Ord	2000		http://fora.org/Reports/TTF/D62000_MOA_Army-FORA_EDC-Agreement.PDF	Asset/Liability/Obligation	Seaside, DRO, Monterey,	First right of refusal. Water/wastewater
FORA, MCWD Quitclaim Deed Ord Infrastructure	2001		http://fora.org/Reports/TTF/110701_FORA-MCWD_Quitclaim_Deed_Ord_Infrastructure.pdf	Obligation	DRO, Monterey, Seaside, County, MPC, CSUMB (as to Enforcement of Provisions only)	
Army-FORA, MRWPCA, and MCWD MOA	2005		http://fora.org/Reports/110205_MOA_Army_MRWPCA-FORA-MCWD.pdf	Asset	Seaside, DRO, Monterey	
FORA Recycled Water allocations to jurisdictions	2007		http://fora.org/Reports/TTF/RecycledWater_allocation_to_Jurisdictions-051107.PDF		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
FORA Potable Water allocation to jurisdictions	2007		http://fora.org/Reports/TTF/PotableWater_allocation_to_Jurisdictions-011207.pdf		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
MOU Water Augmentation and 3 Party Agreement	2015		http://fora.org/Reports/2015-MOU-Three-Party_Final.pdf	Liability/Obligation	Seaside, DRO, County, Monterey,	9
FORA-MCWD Pipeline Reimbursement Agreement	2016		http://fora.org/Reports/2016-Rmbrs_Agrmt_FORA-MCWD_Pipeline_Executed_08-25-16.pdf	Liability	Seaside, DRO, County, Monterey	10

ASSIGNMENT/CONTRACTS	Year	Assignment	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes/Implementation of Assignment
CITY OF MONTEREY						
Administrative Liabilities		8%				
CalPERS Contract	1997		http://b77.402.myftpupload.com/wp-content/uploads/1-CalPE	Liability		
CalPERS Contract Amendment 1	1999		http://b77.402.myftpupload.com/wp-content/uploads/2-CalPE	Liability		
CalPERS Contract Amendment 2	2003		http://b77.402.myftpupload.com/wp-content/uploads/3-CalPE	Liability		
LAFCO Indemnification Agreement	2018		http://b77.402.myftpupload.com/wp-content/uploads/4-Indem	Liability		*FORA has set aside approximately \$7M in assets to address terminated agency unfunded Liability
Financial Assets						
City of Marina Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/marina_ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
City of Marina IA- Amendment #1 Establishing Development Fee Policy Formula	2013		http://fora.org/Reports/ImplementAgreements/marina_ia_amend_9-14-13.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
Pollution Legal Liability Insurance (PLL) CHUBB	2015		http://fora.org/Reports/TTF/PLL-Chubb-Policy-transmittal-summary-policy010215.pdf		County, Seaside, Monterey, Marina	4
Environmental Services						
US EPA Administrative Order in Consent	2007		http://fora.org/Reports/TTF/ESCA-0099_AOC.pdf	Liability/Obligation	County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC, MCWD	
MOA Jurisdictions and DTSC Concerning Monitoring and Reporting on Environmental Restrictions on the Former Fort Ord	2008		http://b77.402.myftpupload.com/wp-content/uploads/16_022708moaEnviroRestricts.pdf		County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC	
Habitat						
Habitat Management Agreement	1997		http://docs.fortordcleanup.com/ar_pdfs/AR-BW-1787/bw-1787	Obligation/Liability	Marina, Seaside, County, Monterey, MPC, CSUMB, All property recipients	
Miscellaneous						
Settlement Agreement and Mutual Release (Sierra Club)	1998		http://www.fora.org/Planning/113098_SierraClub_Agreement	Liability	Marina, Seaside, County, Monterey, DRO	
Water/Wastewater						
US-MCWRA Agreement	1993		http://fora.org/Reports/1993-Agrmt-US_MCWRA.pdf	Asset	County, Monterey, Seaside, DRO, CSUMB, MPC, US, MCWD	1
Army-FORA MOA for Sale of Portions of the Former Fort Ord	2000		http://fora.org/Reports/TTF/062000_MOA_Army-FORA_EDC-Agreement.PDF	Asset/Liability/Obligation	Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	B. Each entity must be designated as a Local Reuse Authority by OEA in Federal Govt. and State Govt. to receive water/wastewater right: Issue as to prioritization and access
FORA, MCWD Quitclaim Deed Ord Infrastructure	2001		http://fora.org/Reports/TTF/110701_FORA-MCWD_Quitclaim_Deed_Ord_Infrastructure.pdf	Obligation	DRO, Monterey, Seaside, County, MPC, CSUMB(as to Enforcement of Provisions only)	Enforcement of obligations contained in Quitclaim as to water/wastewater service obligations.
Army-FORA, MRWPCA, and MCWD MOA	2005		http://fora.org/Reports/110205_MOA_Army_MRWPCA-FORA-MCWD.pdf	Asset	Seaside, DRO, Monterey	
MCWD-FORA Quitclaim Deed L35.5	2006		http://fora.org/Reports/TTF/MCWD_FORA_Quitclaim_Deed020806.pdf	Enforcement	Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
FORA Recycled Water allocations to jurisdictions	2007		http://fora.org/Reports/TTF/RecycledWater_allocation_to_Jurisdictions-051107.PDF		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
FORA Potable Water allocation to jurisdictions	2007		http://fora.org/Reports/TTF/PotableWater_allocation_to_Jurisdictions-011207.pdf		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
MOU Water Augmentation and 3 Party Agreement	2015		http://fora.org/Reports/2015-MOU-Three-Party_Final.pdf	Liability/Obligation	Monterey,	9
FORA-MCWD Pipeline Reimbursement Agreement	2016		http://fora.org/Reports/2016-Rmbrs_Agrmt_FORA-MCWD_Pipeline_Executed_08-25-16.pdf	Liability	Seaside, DRO, County, Monterey	10

ASSIGNMENT/CONTRACTS	Year	Assignment	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes/Implementation of Assignment
Financial Assets						
County of Monterey Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/mtctv_ia.pdf	Asset	County, MCWD, Habitat Cooperative, TAMC	1
Del Rey Oaks Implantation Agreement	2001		http://fora.org/Reports/ImplementAgreements/dro_ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC	1
City of Marina Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/marina_ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
City of Marina IA- Amendment #1 Establishing Development Fee Policy Formula	2013		http://fora.org/Reports/ImplementAgreements/marina_ia_amend_9-14-13.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
City of Monterey Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/monterey_ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC	1
City of Seaside Implmentation Agreement	2001		http://fora.org/Reports/ImplementAgreements/seaside-ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, Seaside	
Environmental Services						
US EPA Administrative Order in Consent	2007		http://fora.org/Reports/TTF/ESCA-0099_AOC.pdf	Liability/Obligation	County, Seaside, Monterey, DRO, Marina, CSUMB, UC, MPC, MCWD	
Miscellaneous						
Stipulation to Discharge Peremptory Writ of Mandate (CSUMB)	2009		http://fora.org/Reports/TTF/091409_Report_Stipulation-to-Dis	Asset	A voting members. MCWD, TAMC, Habitat Cooperative	
Water/Wastewater						
US-MCWRA Agreement	1993		http://fora.org/Reports/1993-Agrmt-US_MCWRA.pdf	Asset	County, Monterey, Seaside, DRO, CSUMB, MPC, UC, MCWD	1
FORA-MCWD Water/Waste Water Facilities Agreement	1998		http://fora.org/Reports/CIP/031398%20_Water_Wastewater_Facilities_Agreement.pdf		MCWD	A. Agreement Terminates. MCWD/unserved areas on Fort Ord only served by new contracts; subsequent annexaion by MCWD/LAFCO issues / 1
FORA-MCWD Water/Waste Water Facilities Agreement - Amendment 1	2001		http://www.fora.org/Reports/CIP/Water-Wastewater-FAamend1.pdf		MCWD	
FORA-MCWD Water/Waste Water Facilities Agreement - Amendment 2	2007		http://www.fora.org/Reports/CIP/Water-Wastewater-FAamend2.pdf		MCWD	
FORA-MOA for Sale of Portions of the Former Fort Ord	2000		http://fora.org/Reports/TTF/062000_MOA_Army-FORA_EDC-Agreement.PDF	Asset/Liability/Obligation	Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	B. Each entity must be designated as a Local Reuse Authority by OEA in Federal Govt. and State Govt. to receive water/wastewater right: Issue as to prioritization and access/ 2, 3
MCWD-FORA Quitclaim Deed L35.5	2006		http://fora.org/Reports/TTF/MCWD_FORA_Quitclaim_Deed	Enforcement	Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	
FORA Recycled Water allocations to jurisdictions	2007		http://fora.org/Reports/TTF/RecycledWater_allocation_to_Jurisdictions-051107.PDF		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	Captured in Implementation Agreements (See Section 3)/ 1
FORA Potable Water allocation to jurisdictions	2007		http://fora.org/Reports/TTF/PotableWater_allocation_to_Jurisdictions-011207.pdf		Seaside, DRO, County, MPC, CSUMB, Monterey, MCWD	Captured in Implementation Agreements (Section 3)/ 1

ASSIGNMENT/CONTRACTS	Year	Assignment	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes/Implementation of Assignment
Financial Assets						
County of Monterey Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/mtycity_ia.pdf	Asset	County, MCWD, Habitat Cooperative, TAMC	1
Del Rey Oaks Implimentation Agreement	2001		http://fora.org/Reports/ImplementAgreements/dro_ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC	1
City of Marina Implementation Agreement	2001		http://fora.org/Reports/ImplementAgreements/marina_ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
City of Marina IA- Amendment #1 Establishing Development Fee Policy Formula	2013		http://fora.org/Reports/ImplementAgreements/marina_ia_amend_9-14-13.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, DRO, Monterey, Seaside	1
City of Monterey Implementation Agreement	2001		https://fora.org/Reports/ImplementAgreements/monterey_ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC	1
City of Seaside Implimentation Agreement	2001		http://fora.org/Reports/ImplementAgreements/seaside-ia.pdf	Asset	MCWD, Habitat Cooperative, TAMC, County, Seaside	1
Miscellaneous						
Stipulation to Discharhe Peremptory Writ of Mandate (CSUMB)	2009		http://fora.org/Reports/TTF/D91409_Report_Stipulation-to-Dis	Asset	All voting members, MCWD, TAMC, HCP Cooperative	Enforcement obligations as to ongoing habitat and contributions toward road and other infrastructure
Road Projects						
Hwy 1-Del Monte-Fremont-MBL					\$ 14,563,309	Fee Program. To extent TAMC is unable to fully collect on the basis of the new fee, because it can't be imposed on entitled development. Those jurisdictions within the FORA zone with
Hwy 1-Monterey Rd. Interchange					\$ 3,869,476	
Hwy 156-Upgrade					\$ 18,244,005	

DRAFT

ASSIGNMENT/CONTRACTS	Year	Assignment	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes/Implementation of Assignment
CITY OF PACIFIC GROVE						
Administrative Liabilities		8%				
CalPERS Contract			http://b77.402.myftpupload.com/wp-content/uploads/1-CalPERS-Contract.pdf			
CalPERS Contract Amendment 1			http://b77.402.myftpupload.com/wp-content/uploads/2-CalPERS-Contract-Amendment-1.pdf			
CalPERS Contract Amendment 2			http://b77.402.myftpupload.com/wp-content/uploads/3-CalPERS-Contract-Amendment-2.pdf			
LAFCO Indemnification Agreement			http://b77.402.myftpupload.com/wp-content/uploads/4-Indemnification-Agreement-LAFCO-and-FORA-DRAFT-02-28-18.pdf			
CITY OF SAND CITY						
Administrative Liabilities		8%				
CalPERS Contract			http://b77.402.myftpupload.com/wp-content/uploads/1-CalPERS-Contract.pdf			
CalPERS Contract Amendment 1			http://b77.402.myftpupload.com/wp-content/uploads/2-CalPERS-Contract-Amendment-1.pdf			
CalPERS Contract Amendment 2			http://b77.402.myftpupload.com/wp-content/uploads/3-CalPERS-Contract-Amendment-2.pdf			
LAFCO Indemnification Agreement			http://b77.402.myftpupload.com/wp-content/uploads/4-Indemnification-Agreement-LAFCO-and-FORA-DRAFT-02-28-18.pdf			
CITY OF CARMEL						
Administrative Liabilities		8%				
CalPERS Contract			http://b77.402.myftpupload.com/wp-content/uploads/1-CalPERS-Contract.pdf			
CalPERS Contract Amendment 1			http://b77.402.myftpupload.com/wp-content/uploads/2-CalPERS-Contract-Amendment-1.pdf			
CalPERS Contract Amendment 2			http://b77.402.myftpupload.com/wp-content/uploads/3-CalPERS-Contract-Amendment-2.pdf			
LAFCO Indemnification Agreement			http://b77.402.myftpupload.com/wp-content/uploads/4-Indemnification-Agreement-LAFCO-and-FORA-DRAFT-02-28-18.pdf			
CITY OF SALINAS						
Administrative Liabilities		8%				
CalPERS Contract			http://b77.402.myftpupload.com/wp-content/uploads/1-CalPERS-Contract.pdf			
CalPERS Contract Amendment 1			http://b77.402.myftpupload.com/wp-content/uploads/2-CalPERS-Contract-Amendment-1.pdf			
CalPERS Contract Amendment 2			http://b77.402.myftpupload.com/wp-content/uploads/3-CalPERS-Contract-Amendment-2.pdf			
LAFCO Indemnification Agreement			http://b77.402.myftpupload.com/wp-content/uploads/4-Indemnification-Agreement-LAFCO-and-FORA-DRAFT-02-28-18.pdf			
Stipulation to Discharge Peremptory Writ of Mandate (CSUMB)	2009	SLD	http://fora.org/Reports/TTF/D91409_Report_Stipulation-to-Discharge.pdf	Asset	All voting members/MCWD/TAMC/HCP Cooperative	Enforcement obligations as to ongoing habitat and contributions toward road and other infrastructure
Settlement Agreement and Mutual Release (Sierra Club)	1998		http://www.fora.org/Planning/113098_SierraClub_Agreement.PDF	Liability	Marina/Seaside/County/City of Monterey/Del Rey Oaks	Deed Restrictions/Resource Constraints
PENDING LAWSUITS						
MCP v. FORA, Monterey County Superior Court	2017		N/A	Asset/Liability		
KFOV v. FORA, Monterey Superior Court	2017		N/A	Asset/Liability		

Notes:

TP - Water/Wastewater Notes

1. This Agreement was quitclaimed to MCWD. However, replacement supplies are to the benefit of all properties on Fort Ord.
2. Agreement terminates on FORA sunset. Annexation does not automatically terminate agreement. Oversight continues until agreement terminates.
3. Article 5, provides FORA first right of refusal to excess water and waste water Rights. Successor must be consented to by Army and designated as Local Reuse Authority (Federal and State Law)
4. Article 5 requires fair and equitable water allocation to enable the effective base reuse.
5. Quitclaim Deed requires compliance with underlying obligations including but not limited to a fair and equitable allocation of water to the jurisdictions; JPA/Successor to enforce
6. Changes MCWD Public Benefit Conveyance to an EDC conveyance
7. Allocates 1427 afy reclaimed water to jurisdictions (fair and Equitable share); MCWD/JPA/Successor to enforce
8. Potable water allocations to jurisdictions (Fair and Equitable share); MCWD/JPA/Successor to enforce
9. 109 AFY water to Seaside (Stillwell Kidney)
10. Planning agreement to analyze alternatives for augmented water supply options
11. Six Million dollar liability to build infrastructure pipeline for delivery of reclaimed/augmented water supply to Ord Community

TP-Financial Assets Notes

1. Implementation Agreements require ongoing completion of Base Reuse Plan obligations. Land sales revenues, development fees/CFD fees/ and Property tax revenues committed until CIP fully implemented. See attached legal memorandum on these issues.
2. CFD only assignable if extended by vote and changes to state Mello Roos Act allowing transfer to JPA/Successor. If no CFD, then Jurisdictions required to replace pursuant to Implementation Agreement formula
3. DRO owes FORA for their proportional share of the PLL Insurance Contract and some costs on the prior Southboundary Road Improvement project.
4. Pollution Legal Liability Insurance Contract provides that upon FORA sunset, jurisdictions become successor beneficiaries.

TP-ESCA Notes

- * Agreement will be replaced with new LUCIP Agreement/Restriction
- ** LUCIP/OMP agreements are expected to be finalized in 2018

TP-Transportation Notes

[1] Contract deals with Four Streets: 8th Street: 4,871,433; Crescent: 1,018,004 (Already completed pd. Approx.

[2] Contract is City of Marina assigning a portion of the above reimbursement Agreement to Dunes for building a portion of 8th Street.

DRAFT

Cell: G201

Comment: split was six columns at 2,941,835 per year, as approved by the admin committee. Based on tamc request at cip mtg, moved funding up by taking first column (09/10) and splitting into thirds, showing funding beginning in 07/08. Remaining funding beginning in 10/11 was condensed from five years to four years to be complete by for a sunset. ****update****received addl request from tamc to move total project cost of proj #1, davis road, into one FY, 07/08. To accommodate this request adjusted the first year down by amount adjusted up for proj#1. took remaining balance, i.e., 3677293 less 453628, and split in half.

DRAFT

MONTEREY COUNTY



COUNTY ADMINISTRATIVE OFFICE

Nick Chiulos
ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Intergovernmental & Legislative Affairs

168 West Alisal St., 3rd Fl
Salinas CA 93901-2680
(831) 755-5145
www.co.monterey.ca.us



June 22, 2018

Michael A. Houlemard, Jr.
Executive Officer
Fort Ord Reuse Authority
920 2nd Ave, Suite A
Marina, CA 93933

Subject: Draft FORA Transition Plan

Dear Mr. Houlemard:

The purpose of this letter is to inform you that the County of Monterey is in receipt of the draft FORA Transition Plan. We are currently in the process of analyzing and evaluating issues of concern to the County.

Please feel free to call me at (831) 755-5145 if you have any questions.

Sincerely,

Nicholas E. Chiulos
Assistant County Administrative Officer

cc: Honorable Chair, Luis E. Alejo
Honorable Vice Chair John M. Phillips
Supervisor Simon Salinas
Supervisor Jane Parker
Supervisor Mary L. Adams
Lew Bauman, County Administrative Officer
Charles McKee, County Counsel
Wendy Strimling, Senior Deputy County Counsel
Carl Holm, Resource Management Agency, Director
Melanie Beretti, Resource Management Agency, Service Manager



CITY MANAGER

440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6700
FAX (831) 718-8594

June 29, 2018



Michael Houlemard
Executive Director
Fort Ord Reuse Authority
920 2nd. Avenue Suite A
Marina, CA. 93933

Dear Michael:

With respect to every person who has worked to advance the region's interests in the wake of the closure of Fort Ord, my comments on the Draft Transition presentation to the FORA Board on June 8 are that, in the twenty-four months before FORA is scheduled to terminate, the focus should be on three topics. As we have discussed at the Administrative Committee in recent months, the three topics FORA should focus on are updating the Base Reuse Plan, removing blight and hastening empowerment of the land-use jurisdictions.

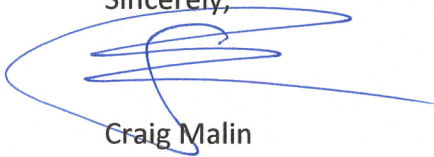
While the Base Reuse Plan was constructed with the best of intentions, it represents a world that no longer exists. Shackling the region to a plan that looks backward rather than forward is not a recipe for success. It perpetuates rather than resolves the false-choice environment vs. economy debate that stymies progress and enforces a status quo of haves and have-nots in the region. A plan that facilitates economic sustainability predicated on environmental stewardship would be catalytic, as would a plan that reduces capital investment in roads through protecting greater amounts of open space, while facilitating intensification of development and re-development in proximity to the region's economic engines. From my vantage point, the FORA Board should leave the region with a plan that looks forward from 2020, not backward to the 1990's.

As FORA wraps up its tenure, it should also focus on developing and implementing a plan that removes every blighted structure on the former base. The FORA Board and local jurisdictions should be bold and resolute in developing a plan that removes the blighted structures that consume public resources, compromise quality of life and serve as investment repellant. A forward-looking plan, together with a clean slate for redevelopment, would be a legacy each FORA Board member could be especially proud of.

With a forward-focused plan and a clean slate for investment, the final topic the FORA Board should focus on is hastening the empowerment of local land-use jurisdictions. Seaside, Marina, Del Rey Oaks, Monterey and Monterey County are all more than able to plan their futures, collaborating where necessary and working together for the betterment of the region. Again, with appreciation and respect for the individuals who have worked to advance the Base Reuse Plan, the termination of FORA need not and should not be viewed as a "devolution". Empowered and engaged citizens, leading their communities forward, is anything but a devolution. It is how progress is achieved.

Please convey my appreciation to FORA staff for their hard work. If I can be of any assistance, do not hesitate to ask.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Craig Malin', with a large, sweeping flourish extending to the left.

Craig Malin
City Manager

Cc: Mayor & Council, FORA Administrative Committee



June 27, 2018

Michael Houlemard
Executive Officer
Fort Ord Reuse Authority (FORA)
920 2nd Avenue, Suite A
Marina, California 93933



Subject: Transition of Capital Improvement Program Fees for Transportation Impacts

Dear Mr. Houlemard:

At the June 8, 2018 FORA Transition Plan special meeting, you requested a recommendation from the Transportation Agency for Monterey County on its preferred approach to meeting FORA's regional transportation responsibilities, should the Authority expire in 2020 as currently provided for in state law. The Draft FORA Transition Plan (dated June 5, 2018) includes an option for transferring FORA's functions to multiple agencies, with the Transportation Agency identified as receiving responsibility for regional transportation improvements.

The Transportation Agency is currently in the process of updating the Regional Development Impact Fee program with the 2018 Nexus Study Update. To provide information on this potential transfer of responsibilities from FORA to TAMC, the update to the regional fee program includes a scenario for incorporating the FORA area into the Regional Development Impact Fee program.

At its Board meeting of June 27, 2018, the TAMC Board voted to create a separate FORA zone within its regional development impact fee, to be activated in the event of FORA's transition. This recommendation is consistent with FORA's Draft Transition Plan.

Thank you for your collaborative approach in addressing the potential sunset of FORA and the assignment of Community Facilities District fee responsibilities post-FORA. Please contact Michael Zeller, Principal Transportation Planner, of TAMC staff at (831) 775-4416 with any questions.

Sincerely,


John Phillips
Chair, Transportation Agency Board of Directors