



FORT ORD REUSE AUTHORITY

AMENDED REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, November 8, 2019 at 2:00 p.m. | 910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

AGENDA

ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON NOVEMBER 7, 2019.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE *(If able, please stand)*

3. CLOSED SESSION

- a. Public Employment, Gov. Code §54957(b)(1) Personnel-Executive Officer position.
- b. Conference with Legal Counsel—Anticipated Litigation—Initiation of litigation pursuant to ¶ (4) of subdivision (d) of CA Gov't Code §54956.9—one potential case.

4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

5. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

6. ROLL CALL

FORA is governed by 13 voting members: (a) 1 member appointed by the City of Carmel; (b) 1 member appointed by the City of Del Rey Oaks; (c) 2 members appointed by the City of Marina; (d) 1 member appointed by Sand City; (e) 1 member appointed by the City of Monterey; (f) 1 member appointed by the City of Pacific Grove; (g) 1 member appointed by the City of Salinas; (h) 2 members appointed by the City of Seaside; and (i) 3 members appointed by Monterey County. The Board also includes 12 ex-officio non-voting members.

7. CONSENT AGENDA

INFORMATION/ACTION

CONSENT AGENDA consists of routine information or action items accompanied by staff recommendation. Information has been provided to the FORA Board on all Consent Agenda matters. The Consent Agenda items are normally approved by one motion unless a Board member or the public request discussion or a separate vote. Prior to a motion, any member of the public or the Board may ask a question or make comment about an agenda item and staff will provide a response. If discussion is requested, that item will be removed from the Consent Agenda and be considered separately at the end of the Consent Agenda.

- a. Approve August 15, 2019 Special Meeting Minutes ([p.1](#))
Recommendation: Approve August 15, 2019 Special Meeting Minutes.
- b. Approve October 11, 2019 Meeting Minutes ([p.6](#))
Recommendation: Approve October 11, 2019 Meeting Minutes.
- c. Administrative Committee ([p.11](#))
Recommendation: Receive a report from the Administrative Committee.
- d. Veterans Issues Advisory Committee ([p.20](#))
Recommendation: Receive a report from the Veterans Issues Advisory Committee.
- e. Water/Wastewater Oversight Committee ([p.27](#))
Recommendation: Receive a report from the Water/Wastewater Oversight Committee (“WWOC”).
- f. Oak Woodland Conservation Planning Status ([p.30](#))
Recommendation: Receive an Oak Woodlands Conservation Planning Status Report.

- g. Public Correspondence to the Board (p.57)
Recommendation: Receive Public Correspondence to the Board.

8. BUSINESS ITEMS

INFORMATION/ACTION

*BUSINESS ITEMS are for Board discussion, debate, direction to staff, and/or action. Comments from the public are **not to exceed 3 minutes** or as otherwise determined by the Chair.*

- a. **2nd Vote** Terminated Employee Health Benefit Options and Retiree Medicare Reimbursement (p.58)
Recommendation:
- i. Authorize the Executive Officer to execute liability release terms for retiring staff upon authority counsel recommendation and approval, to include recent retirees.
 - ii. Approve Option A or B to clarify post-FORA employee health benefits for terminated employees is administered.
- b. Review Building Removal Bond Legal Documents (p.60)
Recommendation: Receive a Building Removal Bond Status Report
- c. Habitat Conservation Plan Status Report and Joint Powers Authority (JPA) Formation (p.127)
Recommendation:
Receive a Fort Ord Multi-Species Habitat Conservation Plan (“HCP”) report regarding United States Fish and Wildlife Service (“USFWS”) HCP and California Department of Fish and Wildlife (“CDFW”) 2081 Incidental Take Permit (“ITP”) developments.
- d. 2018 Transition Plan and Draft Implementing Agreements Progress Report (p.151)
Recommendation:
Receive a Fort Ord Reuse Authority (“FORA”) Transition Plan Implementing Agreements Progress Report.
- e. 2020 Transition Transportation Study (p.156)
Recommendation:
Receive a report on the completed 2020 Transition Transportation Study.
- f. Resolution to Terminate CalPERS Contract and Agreement (p.192)
Recommendation: Adopt Resolution 19-xx a Resolution to Terminate the CalPERS contract and agreement.

9. PUBLIC COMMENT PERIOD

INFORMATION

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

10. ITEMS FROM MEMBERS

INFORMATION

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

11. ADJOURNMENT

NEXT SPECIAL MEETING: November 21, 2019 AT 10:00 A.M

Persons seeking disability related accommodations should contact FORA 48 hours prior to the meeting. This meeting is recorded by Access Media Productions and televised Sundays at 9 a.m. and 1 p.m. on Marina/Peninsula Channel 25. The video and meeting materials are available online at www.fora.org



FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
1:00 p.m., Friday, August 15, 2019 | Carpenters Union Hall
910 2nd Avenue, Marina, CA 93933

1. CALL TO ORDER

Chair Supervisor Jane Parker called the meeting to order at 1:00 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Mary Ann Carbone.

3. CLOSED SESSION

**Chair Parker noted she received a suggestion to move the closed session to the end of meeting and she concurred with the request. The closed session will be heard at the conclusion of the Business Items.*

- a. Conference with Legal Counsel – Gov. Code §54956.9(a), (d)(1): Marina Community Partners, LLC v. Fort Ord Reuse Authority, Monterey County Superior Court Case No.: 18CV000871, Pending Litigation.

4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

None.

5. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

There were no Acknowledgements, Announcements, or Correspondence.

6. ROLL CALL

Voting Members Present:

Supervisor Jane Parker (County of Monterey), Supervisor John Phillips (County of Monterey), Councilmember John Gaglioti (City of Del Rey Oaks), Councilmember Frank O’Connell (City of Marina), Mayor Pro-Tem Gail Morton (City of Marina), Councilmember Alan Haffa (City of Monterey), Mayor Ian Oglesby (City of Seaside), Councilmember Jon Wizard (City of Seaside), Mayor Joe Gunter (City of Salinas), Councilmember Cynthia Garfield (City of Pacific Grove)

Ex-officio (Non-Voting) Board Members Colonel Gregory Ford (United States Army), Keith Van Der Maaten (Marina Coast Water District), Dr. Eduardo Ochoa (California State University Monterey Bay)

7. CONSENT AGENDA

There were no items on the Consent Agenda.

8. BUSINESS ITEMS

a. Building Removal Financing Recommendation – 2nd Vote

Executive Officer Michael A. Houlemard, Jr. introduced the item stating this is a second vote, and noted for the Board members that the question of concern is not new rather it has been lingering for years. The original question was posed eight years ago, and at that time FORA authorized Special Counsel, who was the California Redevelopment Association Counsel, Brett Hawkins, to answer the question. Mr. Hawkins wrote an opinion regarding FORA's right to the revenue stream. Since that time, there have been other Attorneys including Authority Counsel office review, Michael Baker and Associates review, and it was reviewed last year by FORA's consultants working on building removal. Mr. Houlemard introduced NHA Advisors Principal, Mark Northcross to provide answers to the questions prior to the Board taking the second vote. Mr. Northcross introduced Brian Forbath and Vanessa Legbandt of Stradling, Yocca, Carlson & Rauth ("SYCR") to address the question. Mr. Forbath reiterated the question as he understood it, "does FORA have ability to issue bonds?" Mr. Forbath had the opportunity to speak with Redevelopment Counsel Karin Tiedemann representing the City of Marina, on this question. Ms. Tiedemann raised the issue, that has been addressed by the previous Counsel. "What is the nature of payments that FORA receives?" Currently, the County of Monterey administers the payments of the tax increment as a statutory pass-through. Mr. Forbath stated there is ambiguity in the Redevelopment Dissolution Law as to that question, in that there is a provision in the redevelopment law that says the priority of funds of how it gets paid and administered by the County. There is an omission from that section that speaks to statutory pass-throughs getting paid as to the FORA payment. However, in another section it specifically addresses the FORA payments that could be subordinated as if there is a statutory pass-through. That was the question raised by Ms. Tiedemann, and whether or not that would affect the ability to finance the projects. Mr. Forbath is confident that Stradling, as bond counsel to FORA, would be able to issue a clean legal opinion on this topic. He stated there is a clean, valid ability for FORA to receive this money. There is an issue as it pertains to disclosure to investors and how this payment is described. The real question is: if it is not a statutory pass-through payment, then is it considered under the dissolution law an enforceable obligation? The successor agencies would need to be put on a recognized payment schedule which is presented to the Department of Finance yearly in order to get paid. Mr. Forbath and Mr. Northcross then responded to questions from the Board.

MOTION: On motion by Board member Gunter and second by Board member Smith and carried by the following vote, the Board moved to approve: Authorize all necessary preparatory work to issue bonds for building removal and the Executive Officer to: Move forward with the draft schedule presented by NHA Advisors; Approve a Fiscal Consultant's Report from EPS- NTE \$40,000; Approve NHA Advisors as Municipal Advisor and SYCR as Bond Counsel for the amount NTE \$200,000 + \$65,000 contingency; Work with the County and jurisdictions on post-FORA administration;

Secure jurisdictional support for the proposed schedule; and Work with Monterey County Regional Fire District to guarantee replenishment of funds to ensure the Monterey County Regional Fire District doesn't have loss in revenue.

MOTION PASSED UNANIMOUSLY

b. Signatory Authorization

Mr. Houlemard advised the Board the item speaks for itself. There were no question or comments from the Board or public.

MOTION: On motion by Board member Haffa and second by Board member Oglesby and carried by the following vote, the Board moved to authorize Josh Metz as an official Fort Ord Reuse Authority signatory in Executive Officer's absence.

MOTION PASSED UNANIMOUSLY

c. Amend Resolution 19-12 FORA Retention and Separation Resolution

Mr. Houlemard introduced the item. He noted that this is a minor adjustment that would impact a limited number of people. However, it would allow for flexibility in order to follow general direction provided by the Board. After further discussion, it was determined that the Executive Officer has already been given the direction, by the Board, to negotiate terms that will achieve the intended goal.

*Chair Parker removed item 8c from the agenda.

**Director Phillips and Gagliotti departed and the quorum was lost. Due to the loss of the quorum there was no closed session.*

9. PUBLIC COMMENT

None.

10. ITEMS FROM MEMBERS

None.

11. ADJOURNMENT at 1:33 p.m.

Minutes Prepared by:
Heidi L. Lizarbe
Deputy Clerk

Approved by:

Michael A. Houlemard, Jr. Executive Officer



FORT ORD REUSE AUTHORITY

Executive Committee Special Meeting

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

9:00 a.m., Thursday, October 31, 2019

Review Minutes for August 15, 2019 Building Removal Financing Recommendation
2nd Vote

8/9/19

MOTION: On motion by Board member Gunter and second by Board member Smith and carried by the following vote, the Board moved to approve: Authorize all necessary preparatory work to issue bonds for building removal and approve Executive Officer to: move forward with the draft schedule presented by NHA Advisors; approve a Fiscal Consultant's Report from EPS Bond Counsel for an amount not-to-exceed \$200,000, plus \$65,000 contingency; work with the County and jurisdictions on post-FORA administration; secure jurisdictional support for the proposed schedule; and work with Monterey County Regional Fire District ("MCRFD") on revenue loss related issues.

**Director Adams requested to make a friendly amendment to the motion to strengthen the language to guarantee replenishment of funds to ensure the Monterey County Regional Fire District doesn't have loss in revenue.*

Motion Passed by Majority (10 AYES; 2 NOES) 2nd Vote Required

- [0:59] Deputy David Sargenti during public comment: Asked the Board to "**resolve** the issue" of revenue loss, not just "work through it."
 - Chair Parker: asked Mr. Northcross what is being done to "**resolve** the issue of their potentially depleted funding."
 - Mr. Northcross: The Board may allocate building removal bond funds to MCRFD for any improvements as long as authorized by statute.
- [1:05] Director Adams: Requests to make a friendly amendment to "strengthen the language regarding MCRFD to guarantee **replenishment** of funds so they are not at a loss."
- [1:09:30] Director Smith: Interprets language in motion to mean the Board is "going to try to work this out so that the fire district is **made whole**."

8/15/19

Audio MZ000117

- [8:30] Chair Parker: Read the motion [9:40] "...working with the Monterey County Regional Fire District on **resolving** revenue loss related issues."

Audio MZ000118

- [:20] Director Morton: Request to clarify intent of language.
 - Executive Officer Houlemard: Received direction from Board “to **resolve** MCRFD revenue loss related issues.”
 - Director Morton: Request for clarification: Can “**Resolution**” mean “zero dollars”?
- [5:05] Director Garfield: Asked “where did the word ‘**resolve**’ come from?”
 - Director Oglesby: Did not interpret “**resolve**” to mean that the Executive Officer will have the final authority regarding proceeds going to MCRFD. He understood “resolve” to mean “try to **make whole**.”
- [6:40] **Motion Passed Unanimously**

9/13/19

- [15:15] Director Adams: Pulled item 7a from consent agenda to ensure that the friendly amendment she made on 8/9/19 was reflected in the motion.
 - Executive Officer Houlemard confirmed the amendment was included.
 - Director Morton: Requested clarification regarding MCRFD revenue loss related issues. She interpreted the discussion to have meant MCRFD’s revenue loss related issues would be “**negotiated through**” but would not ensure that MCRFD had “**no harm**,” not “guaranteeing that they would be **made whole**.”
 - Chair Parker: Directed clerk to go back and watch the meeting to confirm the specific language of the motion.
 - Executive Officer Houlemard: Reported that staff reviewed the 8/9/19 and 8/15/19 minutes and confirmed that the motion should read “**resolve** MCRFD revenue loss related issues” rather than “**work with** MCRFD to resolve.”
 - Board approved August 9, 2019 minutes and requested the August 15, 2019 minutes be brought back to the next Board meeting for clarification.

10/11/19

- [4:45] Director Morton: Pulled item 6a: August 15, 2019 meeting minutes. “The motion is still incorrectly stated.” “...**guarantee replenishment** of funds” to ensure MCRFD doesn’t have a loss in revenue was not the second vote at the 9/13/19 meeting.
- [6:50] Deputy Clerk Gaddy reported staff reviewed the meetings and the words used by Director Adams in her friendly amendment of 8/9/19 was “**guarantee replenishment of funds**.”
 - Chair Parker: Request staff review the minutes and bring back for approval.



FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING MINUTES
2:00 p.m., Friday, October 11, 2019 | Carpenters Union Hall
910 2nd Avenue, Marina, CA 93933

1. CALL TO ORDER

Chair Supervisor Jane Parker called the meeting to order at 2:01 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Alan Haffa.

3. ACKNOWLEDGMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

Executive Officer Michael A. Houlemard, Jr. announced the following:

- Mr. Houlemard extended his thanks to the City of Monterey for co-hosting the ADC 2019 Base Redevelopment Forum, including the attendees, and Board Members who participated. Special thanks to Kristie Reimer who works under a special contract to ADC, in addition to working for FORA. She went above and beyond putting together an extraordinary conference.
- Monterey Bay Opportunity Zone Forum has been rescheduled to November 15, 2019 at the California State University Monterey Bay (“CSUMB”) Salinas Center.
- October 4, 2019 a ceremonial ribbon cutting was held to celebrate the new Pure Water Monterey Project to get water resources to all the communities on the Peninsula.
- CSUMB New College of Arts, Humanities and Social Sciences Building held a Ribbon Cutting Ceremony on October 11, 2019 from 11:00 a.m. to 1:00 p.m.
- Discover CSUMB – Saturday, October 12, 2019 from 10:00 a.m. to 10:00 p.m. Come discover everything CSUMB has to offer. Featuring admissions presentation interactive academic demonstrations the perfect opportunity to explore the growing campus.

4. ROLL CALL

Voting Members Present:

Supervisor Jane Parker (County of Monterey), Supervisor John Phillips (County of Monterey), Supervisor Mary Adams (County of Monterey), Councilmember John Gaglioti (City of Del Rey Oaks), Councilmember Frank O’Connell (City of Marina), Mayor Pro-Tem Gail Morton (City of Marina), Councilmember Alan Haffa (City of Monterey), Mayor Ian Oglesby (City of Seaside), Councilmember Jon Wizard (City of Seaside), Mayor Joe Gunter (City of Salinas), Councilmember Jan Reimiers (City of Carmel-by-the-Sea), Councilmember Cynthia Garfield (City of Pacific Grove)

Ex-officio (Non-Voting) Board Members Present:

Kathleen Lee (20th Congressional District), Nicole Hollingsworth (17th State Senate District), Mike Zeller (TAMC), Dr. P.K. Diffenbaugh (Monterey Peninsula Unified School District), Steve

Matarazzo (University of California, Santa Cruz), Dr. Eduardo Ochoa (California State University Monterey Bay), Colonel Gregory Ford (United States Army), Bill Collins (BRAC), Lisa Rheinheimer (Monterey-Salinas Transit), Dr. Matt Zefferman (Marina Coast Water District)

5. CONSENT AGENDA

- a. Approve August 15, 2019 Meeting Minutes
- b. Approve September 13, 2019 Meeting Minutes
- c. Administrative Committee
- d. Veterans Issues Advisory Committee
- e. Water/Wastewater Oversight Committee
- f. Environmental Services Cooperative Agreement (“ESCA”) Quarterly Report
- g. Public Correspondence to the Board

Chair Parker introduced the consent agenda items and asked if any Board members had comments or items to pull for discussion. Director Morton requested to pull item 5a August 15, 2019 Special Board Meeting Minutes for correction.

MOTION: On motion by Board member Carbone and seconded by Board member Adams and carried by the following vote, the Board moved to approve the consent agenda item 6b – 6g. Item 6a will be brought back to the November Board Meeting for approval.

MOTION PASSED UNANIMOUSLY

6. BUSINESS ITEMS

a. Building Removal Bond Status Report

Mr. Houlemard introduced the item noting Senior Project Manager Peter Said will be providing a PowerPoint presentation. Mr. Said provided background information noting staff has been working on this for the past year in coordination with the Administrative Committee and the Board of Directors. At the September 2019 Board of Directors meeting an initial discussion identifying status of the Building Removal process, there were questions of concern. During the month we met with the Administrative Committee (“AC”) on September 18, and again on Oct 2, 2019 and simplified the questions. Mr. Said reviewed the simplification and the terms generally agreed upon and the AC recommendation to use the percentage allocation of funds. The Board asked FORA staff to look at what happens if you allocate based on revenue generated. The AC had a discussion and expressed concerns trying to determine who would make agreements with the public entities and how it would be transferred. The AC decided it would be best to calculate the allocation based on the percentage of Building removal. Mr. Said reviewed the action items/ next steps and advised there is a general agreement being discussed between the Cities of Marina, Seaside and Monterey to each pay a share of the Monterey County Regional Fire District loss in revenue due to the bond post 2020. NHA Advisors Principal Mark Northcross reviewed the proposed bond structure which would be 100% taxable: maximum flexibility on use of proceeds and there would be three series of bonds issued in January 2020. Based on current market conditions the 3 series of Bonds estimated total of available funds for building removal is at just over \$40M at closing.

b. 2018 Transition Plan and Implementing Agreements Progress Report

- i. Receive a Transition Plan Implementing Agreements Progress Report.
- ii. Provide direction to staff regarding Draft Implementation Agreements.

RGS consultant Kendall Flint provided an updated Transition Plan Implementing Agreements (“TPIA”) status chart, noting the path to implementation remains on track for FORA’s June 2020 sunset. Mrs. Flint reported meeting with various stakeholders to develop a workplan involving drafting the following TPIA for Board consideration: 1) Multi-Agency TPIA to address FORA land use jurisdiction issues, as well as transferring FORA’s regional transportation obligations to Transportation Agency for Monterey County (“TAMC”), Economic Development Conveyance (“EDC”) property transfers, Local Reuse Authority (“LRA”) successor, and provisions to continue regional housing solutions; 2) Water TPIAs to address transfer of FORA water supply/allocation obligations to Marina Coast Water District (“MCWD”); and 3) ESCA TPIA to address post-FORA successor obligations under contract with the Army. Mrs. Flint noted the goal is to have all TPIAs finalized by January 2020. She discussed the progress of establishing a habitat cooperative responsible for implementing the Habitat Conservation Plan (“HCP”). Mrs. Flint reviewed the Joint Powers Authority (“JPA”) finalization timeline, stating that review with signatories (permittees) is nearly complete and a draft JPA will be presented to the AC at the October 30, 2019 meeting following review by FORA legal counsel. Permittee meetings and City/County legal review will take place in November with a finalization date in January/February 2020. The HCP cooperative will ensure HCP regulation compliance as well as oversee staffing and operational (meeting) planning. Mrs. Flint stated most of FORA’s funds have been committed to endowment or capital improvements and RGS is working with staff to determine what money remains. The Board will be presented this information at an upcoming meeting. After June 30, 2020 any unallocated FORA funds will go to the County for distribution on a pro rata basis. Mrs. Flint and staff responded to questions from members. *Director O’Connell asked if the 2001 implementing agreements will remain in effect after the new agreements are put into place. FORA counsel Jon Giffen responded that he would return to the next meeting with clarification.* The Board heard public comments.

**Mr. Tom Mancini of the Veterans Cemetery Citizens Advisory Committee confirmed with staff that the new implementing agreements would not affect Phase II of the California Central Coast Veterans Cemetery.*

**Jonathan Brinkman of the Monterey County Local Agency Formation Commission (“LAFCO”) expressed concern regarding FORA’s Indemnification Funding Agreement with LAFCO as outlined in the 2018 Transition Plan. Mr. Brinkmann read a letter to the Board from LAFCO Executive Officer Kate McKenna which stated LAFCO’s perspective that this agreement was never contingent on success of Senate Bill 189 and FORA’s extension. LAFCO urged FORA to finalize the Indemnification Agreement and transfer the first phase of these funds in the next few weeks.*

**Director Oglesby noted his concern as FORA Veterans Issues Advisory Committee (“VIAC”) chair, regarding designation of a VIAC successor entity. He stated that the VIAC will be writing to the Board in the coming weeks, requesting funding for administrative costs as the Committee transfers to the County.*

**Director Matarazzo requested clarification regarding the FORA-LAFCO indemnification agreement and asked if the statute of limitations may have run out. Mrs. Flint responded that LAFCO is charged with overseeing all the implementing agreements following FORA’s dissolution and are concerned regarding assumption of potential associated liability.*

c. “Side-by-Side” CIP/Transition Plan Contrast/Comparison/Linkage

Mr. Said provided a brief background on the item noting the Board approved the fiscal year 2019-20 Capital Improvement Program (“CIP”) with the condition of revisiting the mid-year CIP once the

Transportation Study is complete. Mr. Said discussed the integration of the CIP, Implementing Agreements and Communities Facilities District (“CFD”) special tax (“CFD Fee”). Mr. Said presented a diagram of the underlying drivers of FORA’s CIP, the CFD Fee, and the integrated impacts. He explained the Base Reuse Plan, CEQA mitigations determine the programs needed to reuse the base, which inform the CIP projects, which are reassessed annually by the Board. The 2012 Implementing Agreement formula requires the CFD Fee be adjusted biennially to ensure just enough funds are collected to complete the CIP and no more, however, the formula uses FORA’s 50% share of land sale revenues to subsidize the CFD fee, keeping it low. Mr. Said noted that FORA’s sunset date of June 30, 2020 marks the end of FORA’s 50% land sale subsidy of the CFD Fee. Mr. Said explained the Transition Plan Implementing Agreements (“TPIA”) serve to transfer projects from the FORA CIP to the successor CIP requiring an adjustment to the CFD Fee to ensure double taxation did not occur. The TPIA’s then recognize the assignment of the remaining base-wide obligations which are the basis for any CFD Fee replacement amount. Staff responded to questions from the Board and noted that eventual responsibility for many of these projects may rest with jurisdictions.

d. Post-FORA Employee Health Benefit Options and Retiree Medicare Reimbursement

i. Authorize the Executive Officer (“EO”) to execute liability release terms for retiring staff upon authority counsel recommendation and approval, to include recent retirees.

Mr. Houlemard introduced the item, noting both FORA Authority Counsel and Human Resources Consultant recommend the Board formally authorize EO to execute liability release terms for retiring/recently retired FORA staff, to help protect the Board and others from future liability.

ii. Approve health reimbursement account option to clarify administering post-employment health benefits for terminated employees.

RGS consultant Mi Ra Park explained that upon FORA’s dissolution CalPERS retirement and health plans will terminate, making employees ineligible for coverage under the existing COBRA group plans. Ms. Park presented two alternative health benefit reimbursement options: 1) Health Reimbursement Account (“HRA”); and 2) Monthly Reimbursement. Ms. Park provided analysis of each option and recommended option #1 (HRA) as the most flexible plan with the lowest administrative cost. Staff answered questions from Board members. Chair Parker directed the Board to choose option #1 or #2. Director Garfield proposed a third option: to distribute health reimbursement funds in one lump sum for the least amount of administrative cost and the greatest degree of flexibility for employees.

MOTION: On motion by Director Haffa and second by Director Oglesby, the Board moved to authorize the EO to execute liability release terms for retiring staff upon authority counsel recommendation and approval, to include recent retirees; and Approve health reimbursement account option to clarify administering post-employment health benefits for terminated employees.

SUBMOTION #1: On motion by Director Morton and second by Director Garfield, the Board moved to approve the following: Authorize the EO to execute liability release terms for retiring staff upon authority counsel recommendation and approval, to include recent retirees and to continue the severance package health component for further staff inquiry and analysis of all three proposed options

Motion Passed by Majority (9 AYES; 4 NOES) 2nd Vote Required.

7. PUBLIC COMMENT

Sid Williams of the Monterey County Military and VA Commission voiced concern regarding the establishment of a VIAC successor entity. He noted the only mention of veterans' issues in any Transition Plan documents is in the MOU for the California Central Coast Veterans Cemetery ("CCCVC") endowment parcel. He credited FORA as being crucial in the development of CCCVC and the VA Clinic and encouraged the Board to consider designating an agency to ensure continued progress on veterans' issues in the community prior to FORA's dissolution.

8. ITEMS FROM MEMBERS

None.

9. ADJOURNMENT at 4:16 p.m.

Minutes Prepared by:
Heidi L. Gaddy
Deputy Clerk

Approved by:

Michael A. Houlemard, Jr. Executive Officer

DRAFT

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Administrative Committee	
Meeting Date:	November 8, 2019	INFORMATION/ACTION
Agenda Number:	7c	

RECOMMENDATION:

Receive a report from the Administrative Committee.

BACKGROUND/DISCUSSION:

The Administrative Committee held a meeting on October 2, 2019 and October 16, 2019. The approved minutes for these meetings are provided as **Attachment A, and B.**

FISCAL IMPACT:

Reviewed by the FORA Controller 

Staff time for the Administrative Committee is included in the approved annual budget.

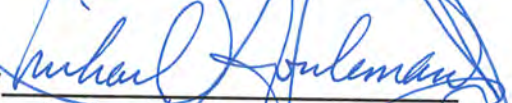
COORDINATION:

Administrative Committee

Prepared by


Heidi L. Gaddy

Approved by


Michael A. Houlemard, Jr.



FORT ORD REUSE AUTHORITY
ADMINISTRATIVE COMMITTEE MEETING MINUTES
8:30 a.m., Wednesday October 2, 2019 | FORA Conference Room
 920nd Avenue, Suite A, Marina, CA 93933

1. CALL TO ORDER

Chair Dino Pick called the meeting to order at 8:31 a.m.

The following were present:

- Dino Pick* (City of Del Rey Oaks)
- David Sargenti (MCRFD)
- Patrick Breen (MCWD)
- Layne Long* (City of Marina)
- Anya Spear (CSUMB)
- Matt Mogensen (City of Marina)

- Jonathan Brinkmann (LAFCO)
- Melanie Beretti* (County of Monterey)
- Steve Matarazzo (UCSC)
- Vicki Nakamura (MPC)
- Lisa Reinheimer (MST)
- Mike Zeller (TAMC)
- *Voting member

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dino Pick.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- The Monterey Bay Opportunity Zone Forum has been moved to Friday, November 15, 2019
- Committee member Dino Pick thanked Michael A. Houlemard, Jr, Josh Metz, Kriste Reimer, and the FORA team for hosting an amazing 2-day Association of Defense Communities 2019 Base Redevelopment Forum Conference.

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. September 9, 2019 Special Meeting Minutes & September 18, 2019 Regular Meeting Minutes

MOTION: On motion by Committee member Long, second by Committee member Beretti and carried by the following vote, the Administrative Committee moved to approve the September 9, special meeting minutes and September 18, 2019 regular meeting minutes.

MOTION PASSED UNANIMOUSLY

**6. OCTOBER 7, 2019 SPECIAL BOARD MEETING AGENDA REVIEW
OCTOBER 11, 2019 REGULAR BOARD MEETING AGENDA REVIEW**

Executive Officer Michael A. Houlemard, Jr. reviewed the items on the draft Special Board Meeting agenda for October 7, 2019, noting this special meeting is to review the legal documents pertaining to the Building Removal Bond legal documents, and possibly a closed session regarding the ongoing discussion regarding Executive Officer, Assistant Executive Officer goals which the Executive Committee will review and decide upon. Mr. Houlemard also reviewed the items as proposed on the draft agenda for the October 11, 2019 regular Board Meeting. There were no questions or comments from the Committee.

7. BUSINESS ITEMS

INFORMATION/ACTION

a. Building Removal

i. Legal Documents

Senior Project Manager Peter Said provided a brief building removal bond update and a schedule for submitting legal documents, Board of Supervisors meetings and public hearings. Mr. Said stated a draft legal document would be sent to Committee members that day and noted the November 8, 2019 Board meeting is the target date for approval of bond issue legal documents. NHA Advisors Principal Consultant Mark Northcross discussed two options for filing post-FORA annual tax increment debt service paperwork as required by the County Auditor Controller and the Department of Finance: 1) Statutory pass-through or 2) Recognized Obligation Payment Schedule (“ROPS”). The Controller and DOF currently treat the bond issue as a statutory pass-through, however, Mr. Northcross warned this may be challenged in court at any time. If legal action no longer permits a statutory pass-through, then a ROPS application must be implemented. Mr. Northcross discussed the actions to be taken by coordinating jurisdictions to prepare a ROPS application and answered questions from members. Member Beretti requested NHA Advisors provide an official memo for legal counsel analyzing these options and the associated legal risks/operational challenges. Mr. Northcross stated the \$40.5M estimated bond issue may be put into an escrow term bond (“speculative bond”) for increased proceeds based on assessed valuation of 2020-2022 future growth. Member Layne Long requested NHA Advisors provide analysis of realistic projected growth by year, so legal counsel may determine speculative bond risk vs. reward. Executive Officer Michael A. Houlemard, Jr. requested NHA Advisors present a graphic at the October 7, 2019 Special Board meeting, detailing how extra funds are acquired through the speculative bond program per unit.

ii. Monterey County Regional Fire District

Mr. Northcross provided a review of the potential financial impact to Monterey County Regional Fire District (“MCRFD”). MCRFD Chief Deputy David Sargenti noted the revenue loss in the first seven years following FORA’s dissolution (2020-2027) totals about \$1.8M; \$500,000 in year one, decreasing annually. The Committee was presented with options for ensuring MCRFD’s operational funding needs are met for these first seven years. Option #1: County of Monterey and Cities of Marina and Seaside provide a pro-rata share of their own funds (\$600,000 each). Option #2: County of Monterey and Cities of Marina and Seaside provide an equal share of bond proceeds (\$600,000 each). Committee members discussed the proposed options and agreed to take the information to each jurisdiction’s counsel for review. Jurisdictions will enter into a third-party agreement to address MCRFD revenue impacts, bringing more detail back to the October 16, 2019 Administrative Committee meeting.

iii. Review Recommendation to Board

Mr. Said briefly summarized the Committee's recommendations to the Board from the September 18, 2019 meeting. The Committee recommended the City of Marina as successor entity for FORA building removal bond administration, pending the City's acceptance. Additionally, the Committee recommended allocating bond funds by percentage, allowing each account owner to determine project prioritization. The Committee received an updated bond proceed allocation chart listing each account owner, percentage of bond proceeds allocated and a summary of projects*. Mr. Said noted the Board will be asked to review these recommendations at the October 7, 2019 special meeting**. Following Board approval, FORA will recommend the Monterey County Board of Supervisors hold a public hearing to determine public benefit of the bond and establish a commitment from the County to direct increment intercept from FORA to the bond trustee. After a robust discussion the Committee agreed to postpone the building removal bond recommendations and bring the item back to the Board for information/action in November.

**Committee member Melanie Beretti noted for the record the County of Monterey is considering additional blight removal in the East Garrison development area. These additional parcel numbers will be provided to FORA staff following the special Fort Ord Committee site visit on October 10, 2019.*

***Member Beretti noted for the record that the October 7, 2019 special Board meeting/workshop agenda should be information only until more information is available.*

b. 2018 Transition Plan Progress Report

Regional Governmental Services ("RGS") Consultant Kendall Flint noted that last month she met with staff and Local Agency Formation Commission of Monterey County to look at all the moving parts, and has been working to schedule meetings with the individual jurisdictions to identify the challenges/concerns. Mrs. Flint noted she has confirmed meetings with all jurisdictions with the exception of the City of Marina, and the City of Seaside. Mrs. Flint stated she will work with FORA's Assistant Executive Officer Josh Metz on a master schedule month by month as these are moving targets. In addition, Mrs. Flint intends to bring an overall schedule broken down by month for review at the October 16, 2019 Administrative Committee Meeting, along with a discussion in greater detail on the 10 additional agreements. As it pertains to the 10 additional agreements, Mrs. Flint is meeting with Authority Counsel to go over their assessment of the agreements, as they believe some are no longer valid/needed, and/or require Board action.

Mrs. Flint advised the Committee she had a discussion with Economic & Planning Systems regarding the approach of looking at the Habitat Conservation Plan ("HCP") implementation cost, and EPS will follow up with Mr. Metz on a 10, 15 and 50% look as requested. RGS will be providing a presentation to LAFCO Board on October 28, 2019, and moving forward to schedule bi-monthly meetings between FORA Staff and LAFCO to ensure everything is proceeding appropriately and on schedule.

Committee Member Dino Pick inquired on the time line for the Joint Powers Authority ("JPA") formation for the HCP. Mrs. Flint noted one of the purposes of the scheduled meetings with the jurisdictions is to identify challenges/issues, prior to working with FORA staff on schedule.

**Committee Member Beretti requested that a fund distribution be reviewed and discussed amongst the Administrative Committee prior to dissolution if no JPA is formed.*

Assistant Executive Officer Josh Metz responded to the question and provided an update on the status of the HCP. All required documents have been submitted to the Department of Interior for their internal review on October 10, 2019. Once the internal review has been completed, there should be a better indication whether it will be published as-is or require additional refinements. If the document is ready to be published, there's generally a 10-day period before publication. Once published, a 45-day public review period begins ending late November/early December. Comments received would be incorporated, the final HCP would be published.

c. "Side-by-Side" CIP/Transition Plan Contrast/Comparison/Linkage

Mr. Said provided a flow chart to indicate how California Environmental Quality Act regulations, FORA's Capital Improvement Plan ("CIP"), and the Communities Facilities District ("CFD") impact one another. He explained CEQA mitigations determine projects needed, which inform the CIP for annual project identification. The CIP projects cost determines the amount of Special Tax needed to break even. Every two years the Special Tax is readjusted, however, FORA's 50% of land sale revenues have subsidize the fee, keeping it low. Mr. Said reviewed CIP and CFD transition plans, noting that FORA's sunset date of June 30, 2020 marks the end of FORA's 50% land sale and CFD costs. Mr. Said explained the Transition Plan Implementing Agreements ("TPIA") serve to transfer funds from the FORA CIP to the jurisdictions' CIP, and as these CIP projects are reassigned to jurisdictions, the FORA CFD calculation will readjust. A successor must be assigned the remaining base-wide obligations and funding sources must be identified in the TPIA. The Final Year CFD will be the basis for the CFD Replacement TPIA. Committee members discussed the remaining base-wide obligations, specifically transit issues, and requested staff modify the "side-by-side" analysis to include this input. Mr. Said reviewed the upcoming schedule, noting that the Committee will review the CIP list and remaining CIP obligations at the October 16, 2019 meeting, and consider a Final Year CIP List and remaining obligations recommendation to the Board at the Administrative Committee meeting on October 30, 2019. This recommendation will be heard at the November 8, 2019 Board meeting for a first vote. The Committee will review the draft Biennial Fee Study in November and consider a recommendation for the Final Year CFD amount, before presenting this recommendation to the Board on December 13, 2019.

d. Habitat Conservation Plan Schedule Update

This item was discussed/covered during the discussion on item 7b - 2018 Transition Plan Progress Report.

8. ITEMS FROM MEMBERS

There were no items from members.

9. ADJOURNMENT at: 11:03 a.m.

Minutes Prepared By:
Heidi Gaddy
Deputy Clerk



APPROVED

FORT ORD REUSE AUTHORITY
ADMINISTRATIVE COMMITTEE MEETING MINUTES
8:30 a.m., Wednesday October 16, 2019 | FORA Conference Room
920nd Avenue, Suite A, Marina, CA 93933

1. CALL TO ORDER

Co-Chair Michael A. Houlemard, Jr called the meeting to order at 8:30 a.m.

The following were present:

- Dino Pick* (City of Del Rey Oaks)
- David Sargenti (MCRFD)
- Patrick Breen (MCWD)
- Layne Long* (City of Marina)
- Anya Spear (CSUMB)
- Matt Mogensen (City of Marina)

- Jonathan Brinkmann (LAFCO)
- Melanie Beretti* (County of Monterey)
- Steve Matarazzo (UCSC)
- Vicki Nakamura (MPC)
- Hans Uslar* (City of Monterey)
- Mike Zeller (TAMC)
- *Voting member

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Harrison Tregenza.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- Assistant Executive Officer Josh Metz announced that the Monterey Bay Opportunity Zone Investment Forum will be held at CSUMB Salinas City Center Friday, November 15, 2019 at 8:00 a.m. For registration and additional information visit www.mboz.org.
- CSUMB Associate Director of Campus Planning Anya Spear reported the University kicked off its academic-year-long 25th Anniversary Celebration.

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 2, 2019 Special Meeting Minutes

MOTION: On motion by Committee member Malin, second by Committee member Long and carried by the following vote, the Administrative Committee moved to approve the October 2, 2019 meeting minutes.

MOTION PASSED UNANIMOUSLY

6. OCTOBER 11, 2019 REGULAR BOARD MEETING FOLLOW-UP

Executive Officer Michael Houlemard reviewed the discussion topics of the October 11, 2019 Board Meeting. He reported Senior Project Manager Peter Said provided an overview of the Capital Improvement Program (“CIP”). Mr. Metz stated the Board engaged in an intensive discussion with NHA Advisors consultant Mark Northcross regarding the Building Removal Bond. Mr. Houlemard noted the Board heard an action item intended to correct adoption of a health benefits retention incentive program for FORA’s eligible employees. The Board approved payment of these employees’ health insurance costs for a designated time (to be determined) following FORA’s June 30, 2020 sunset date. Regional Government Services (“RGS”) consultant Mi-Ra Park presented the Board with health fund distribution options, including a Health Reimbursement Account (“HRA”) or a single lump sum payment. RGS will prepare further administrative cost comparisons to assist the Board in determining the most efficient benefit distribution method.

7. BUSINESS ITEMS

INFORMATION/ACTION

a. Habitat Conservation Plan Status and Schedule

Mr. Houlemard introduced the Habitat Conservation Plan (“HCP”) consultant team consisting of the following: Erin Harwayne of Denise Duffy & Associates, Aaron Gabbe of ICF International, Ellen Martin of Economic and Planning Systems (“EPS”), Kendall Flint of RGS, Kristie Reimer of Reimer Associates, and David Willoughby and Jon Giffen of Kennedy, Archer & Giffen. Mr. Metz also noted in attendance were UCSC Natural Reserves Director Gage Dayton and Bureau of Land Management Fort Ord National Monument Manager Eric Morgan, both of whom have played a large leadership role in HCP formation. Mr. Metz credited Mr. Morgan with organizing the Coordinated Resource Management Plan group, which met last month to discuss HCP and Habitat Management Plan (“HMP”) amongst the region’s resource management agencies.

**Item 7.a.ii. was heard prior to item 7.a.i.*

i. Cost Sensitivity Analysis and Habitat Management Funding

Ms. Martin began by stating the two main goals of her economic presentation: 1) to update the Committee regarding preliminary outcomes of HCP cost sensitivity analysis and 2) to review HCP cost allocation alternatives. She provided an overview of the draft HCP cost structure and financing strategy, HCP sensitivity analysis scenarios (“What-if Analysis”) and results and the preliminary Cost Allocation Alternatives. Ms. Martin applied the HCP cost sensitivity analysis to the following hypothetical scenarios; Scenario #1: Delayed Revenues showing a slower absorption and delayed revenues, the HCP cost remains the same, Scenario #2: Delayed Revenues + Early Years Cost Reduction showing cost are reduced in the early years by 5%, 10% and 20%, and the cost returns to baseline assumptions once all development is absorbed, and Scenario #3: Delayed Revenues + Overall Cost Reduction, total permit term and post-permit term cost are reduced by 15% and 25%. Ms. Martin noted all scenarios are hypothetical. Ms. Martin stated the other piece of the analysis that EPS was tasked with was evaluating alternative methods to allocate cost amongst the jurisdictions ie the endowment capitalization requirements. Alternative #1 CFD Revenue represents future development at current CFD rates, and Alternative #2 Developable Acreage included entitled HCP dependent and planned development HCP acreage. The Committee discussed the information provided at length and FORA staff and consultants answered questions from members and the public.

ii. Joint Powers Authority Formation and Schedule

Ms. Harwayne presented a brief background of HCP as it relates to the original HMP agreement between the Army and Fish and Wildlife Services (“FWS”). She summarized the main protections outlined in the HCP public draft, which would cover all base reuse activities within the Plan Area. Ms. Harwayne provided a map indicating the Plan Area’s Borderlands, Habitat Management Areas (“HMA”) and Designated Development Parcels, as well as a map representing HMAs by jurisdiction. Mr. Metz explained several benefits of HCP, namely that it provides Comprehensive and holistic habitat conservation and Incidental Take Permits for local control of state and federal Endangered Species Act compliance. He gave a general overview of the HCP permit process and Mr. Willoughby reviewed the Joint Powers Authority (“JPA”) legal framework and key functions. Mr. Willoughby stated the primary purpose of the JPA is to ensure HCP permit compliance by establishing a governing Board consisting of 14 local and state entity voting members and BLM as an ex-officio member. Mr. Gabbe reviewed the proposed HCP & EIR/EIS schedule and discussed how this schedule will progress alongside the proposed HCP JPA formation schedule. FORA staff and consultants answered questions from the Committee. *Member Long requested more information regarding alternative agreement options to JPA, such as a Memorandum of Understanding (“MOU”). Mrs. Flint agreed to provide the Committee and Board with a comparative analysis of JPA and MOU agreements. Mrs. Flint noted liability issues as the main reason to form a JPA rather than another type of agreement. Mr. Morgan asked whether the JPA would act as FORA’s successor agency regarding California Environmental Quality Act compliance. Staff noted Mr. Morgan’s question and will provide additional information at the next meeting.*

b. Capital Improvement Program

Senior Project Manager Peter Said explained that per the Community Facilities District (“CFD”), FORA is required to perform a biennial fee study. Mr. Said outlined the multiple steps to complete the study, noting its \$50,000 total cost and FORA’s June 30, 2020 sunset date. He asked the Committee to consider a recommendation to the Board to forego the biennial fee study and use those funds for other projects, such as designating jurisdiction CFD replacements.

MOTION: On motion by Committee member Pick, second by Committee member Long and carried by the following vote, the Administrative Committee moved to recommend the Board of Directors not to conduct the biennial fee study.

MOTION PASSED UNANIMOUSLY

**Mr. Said stated staff would come back with biennial fee study fund allocation options for the Committee’s consideration.*

The Committee was provided two transportation project lists; the approved Final Year CIP list and the proposed draft CIP list, which will be used to determine the last/mid-year budget. Mr. Said explained the proposed CIP list was informed by the Transportation Study and discussed the biological studies that must be performed in order to complete the NE-SW Connector road. Mr. Said will return to the next Committee meeting with the CIP transportation list and estimated budget expenses. He explained that upon completion of FORA’s audit staff will determine if any additional funding may be received through Development Fee Program. Staff responded to questions from members.

c. Environmental Services Cooperative Agreement 2020-28 Long Term Obligation Annual Calendar Review and Comment

Senior Program manager Stan Cook reviewed main functions of the Environmental Services Cooperative Agreement (“ESCA”), primarily public safety through munitions removal. Mr. Cook discussed the proposed ESCA Long Term Obligation (“LTO”) Annual Calendar, which outlines the sequence of ESCA LTO reporting, field inspections and meetings. The objective of the ESCA LTO Annual Calendar is to ensure information flow between the Army, Regulators, ESCA LTO Program Management staff and jurisdictions’ staff in order to meet FORA’s (or ESCA successor entity) Army ESCA contractual requirements. Mr. Cook noted the ESCA LTO Annual Calendar also meets ESCA Land Use Control requirements of regularly informing/updating all parties. With support from the Committee Mr. Cook stated he would begin setting up meetings per the ESCA LTO Annual Calendar beginning in January 2020.

8. ITEMS FROM MEMBERS

There were no items from members.

9. ADJOURNMENT at: 10:43 a.m.

Minutes Prepared By:
Natalie Van Fleet
Administrative Assistant

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Veterans Issues Advisory Committee	
Meeting Date:	November 8, 2019	INFORMATION/ACTION
Agenda Number:	7d	

RECOMMENDATION:

Receive a report from the Veterans Issues Advisory Committee (VIAC).

BACKGROUND/DISCUSSION:

The VIAC met on October 24, 2019 and approved the August 22, 2019 minutes and September 26, 2019. The approved minutes for these meeting is provided as **Attachment A and B.**

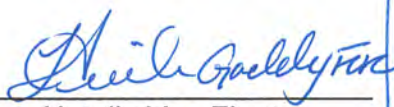
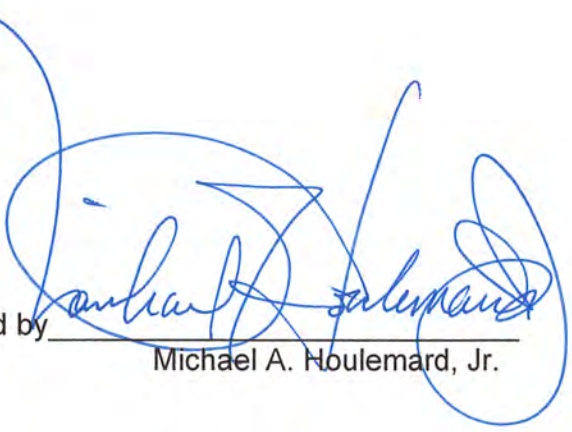
FISCAL IMPACT:

Reviewed by FORA Controller 

Staff time for this item is included in the approved annual budget.

COORDINATION:

VIAC

Prepared by  Approved by 
 Natalie Van Fleet Michael A. Houlemard, Jr.



APPROVED

**FORT ORD REUSE AUTHORITY
VETERANS ISSUES ADVISORY COMMITTEE (VIAC) MEETING MINUTES
3:00 p.m. August 22, 2019 | FORA Conference Room
920 2nd Avenue, Suite A, Marina CA 93933**

1. **CALL TO ORDER:** Chair, Mayor Ian Oglesby, called the meeting to order at 3:00 p.m.

Committee Members Present:

Ian Oglesby, Mayor of Seaside
Edith Johnsen, Veterans Families/Fundraising
James Bogan, Disabled American Veterans
Jason Cameron, Monterey County Office of Military & Veteran Affairs
Candace Ingram, CCVC Foundation
Col. Gregory Ford, U.S. Army
Sid Williams, Monterey County Office of Military & VA Commission

2. **PLEDGE OF ALLEGIANCE** led by Committee member Jason Cameron.

3. **ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE**

- FORA Executive Assistant Heidi Lizarbe, announced that Administrative Coordinator, Shawn Hall, has left FORA for a position at the Local Agency Formation Commission of Monterey (“LAFCO”). She advised the Committee that Administrative Assistant, Natalie Van Fleet, will be providing VIAC meeting support going forward.
- Committee member Jason Cameron distributed an infographic handout summarizing the Monterey County Military and Veterans Affairs Office Annual Activity Report. The reported annual contribution totaled \$12,091,988. Mr. Cameron announced that effective January 1, 2020, all armed forces veterans will have access to the base, regardless of their status, and will be able to shop at the commissary. In addition, Mr. Cameron reported that Blue Water Navy vietnam veterans may now file for presumptive conditions with the Veterans Affairs (“VA”) office.

4. **PUBLIC COMMENT PERIOD**

None.

5. **APPROVAL OF MEETING MINUTES**

- a. July 25, 2019 Regular Meeting Minutes

MOTION: On motion by Committee member Johnsen and seconded by Committee Chair Oglesby, the VIAC Committee approved the July 25, 2019 meeting minutes.

MOTION: PASSED UNANIMOUSLY

6. BUSINESS ITEMS

INFORMATION/ACTION

a. Affordable Housing

i. *Veterans Transition Center Housing Construction*

Jack Murphy of the Veterans Transition Center ("VTC"), provided an update on the supportive housing programs VTC offers. Mr. Murphy reported that a grant application in the amount of \$4 million has been submitted to the California Health Commission by the developer. The Request for Qualifications window for grant applicants has closed. The VTC Board met on August 21, 2019 approving an agreement between the VTC, the developer, and the contractor in preparation for moving forward with the project should the grant be awarded to the VTC project. Mr. Murphy also announced that the VTC is honored to receive an award for Non-Profit of the Year in the Human Services category from the Non-Profit Alliance of Monterey County. The award ceremony is scheduled for September 13, 2019 from 8:00 a.m.-10:00 a.m. at Embassy Suites in Monterey.

b. Post-FORA VIAC Committee

Chair Oglesby reported that FORA is continuing to develop a plan, along-side local agencies, to ensure a closely related, liason, or governing entity, is established prior to FORA dissolution.

c. California Central Coast Veterans Cemetery Status Report

California Central Coast Veterans Cemetery ("CCCVC") Manager, Erica Chaney, provided an update on Phase II. She stated that the bidding period has closed and 4 bids were received and are currently under review. Phase II progress remains on schedule and construction may begin as early as November 2019. Ms. Chaney stated the interment project is estimated to begin in spring or summer of 2021.

d. Ord Military Community

Committee member Col. Gregory Ford updated the committee on the continuing efforts to transfer the Drill Sergeant Statue to CCCVC.

e. Fundraising Status

i. *Central Coast Veterans Cemetery Foundation Status Report*

Candy Ingram of the CCCVC Foundation provided an events update. A reception will be held at American Legion Post 31 ("Post 31") in Salinas on September 8, 2019 from 1 p.m.-3 p.m. to celebrate the Epic Ride for Dignity and Remembrance. On August 29, 2019, Ms. Chaney, Mr. Cameron, Ms. Ingram and Mr. Garza will be sharing a booth for Seniors' Day at the Monterey County Fair. They hope to provide information and answer questions from local seniors and/or veterans. The Heroes' Open is scheduled for October 26, 2019 and Ms. Ingram noted the need for sponsors and auction items. The Run for the Fallen event is scheduled for October 19, 2019 and remains in need of sponsors, volunteers and runners/walkers. Ms. Ingram informed the Committee that once construction begins on Phase II, the next step will be to organize a Cemetery Advisory Committee to discuss the devolpment of a donor facility.

f. VA-DOD Clinic

Committee member James Bogan reported on the upcoming meetings at Post 31 in Salinas.

g. Calendar of Events

A BBQ will held September 25, 2019 from 1 p.m.- 3 p.m. at the Monterey County Veterans Building to celebrate Post 31's 100th anniversary.

7. ITEMS FROM MEMBERS

Mr. Murphy announced that the 2019 Monterey County Homeless Census is scheduled for press release on September 23, 2019. This comprehensive analysis of the county's homeless population, including veterans, is intended to help policy makers and service providers to better assist the County's homeless.

8. ADJOURNMENT at 3:42 p.m.

Minutes Prepared by:
Natalie Van Fleet



**FORT ORD REUSE AUTHORITY
VETERANS ISSUES ADVISORY COMMITTEE (VIAC) MEETING MINUTES
3:00 P.M. September 26, 2019 | FORA Conference Room
920 2nd Avenue, Suite A, Marina CA 93933**

1. **CALL TO ORDER:** Chair, Ian Oglesby, called the meeting to order at 3:00 P.M.

Committee Members Present:

Edith Johnsen, Veterans Families/Fundraising
Ian Oglesby, Mayor of Seaside
James Bogan, Disabled American Veterans
Jason Cameron, Monterey County Office of Military & Veteran Affairs
Richard Garza, CCVC Foundation
Mary Estrada, United Veterans Council
Sid Williams, Monterey County Military and Veteran Advisory Commission
Jack Stewart, Fort Ord Veterans Cemetery Advisory Committee

2. **PLEDGE OF ALLEGIANCE** led by Sid Williams.

3. **ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

- Marina Perepelyuk announced she is leaving her position with Congressman Jimmy Panetta's Office. Ms. Perepelyuk introduced her replacement, Katharine Moon, and expressed her appreciation for the Committee and her gratitude for the opportunity to serve the veterans community.

4. **PUBLIC COMMENT PERIOD**

There were no comments from the public.

5. **APPROVAL OF MEETING MINUTES**

- a. August 22, 2019 Regular Meeting Minutes

**Staff will bring the minutes back to the Committee with corrections for approval.*

6. **BUSINESS ITEMS**

INFORMATION/ACTION

- a. **Affordable Housing**

*i. **Veterans Transition Center Housing Development***

Marina Veterans Transition Center ("VTC") Deputy Executive Director Jack Murphy provided an update on supportive housing programs VTC offers. Mr. Murphy reported that a Request for Proposal to repurpose the former Veterans Affairs ("VA") Clinic for housing was successfully submitted. An application was also submitted to develop in the Menlo Park area. Mr. Murphy stated that more projects will begin at the beginning of the new fiscal year ("FY").

b. Post-FORA VIAC Committee

Committee member Sid Williams reported he attended the August 23, 2019 County Fort Ord Committee meeting and raised concern regarding transition plan implementation. Mr. Williams noted the plan's only reference to Post-FORA veterans issues is the Memorandum of Understanding for a veterans cemetery endowment parcel. Mr. Williams recommended reaching out to the FORA Board to encourage designation of a successor entity to oversee the completion of the California Central Coast Veterans Cemetery ("CCCVC") and several other veterans projects in the region. The Committee discussed how to communicate these concerns to FORA's Board of Directors and County Board of Supervisors. Chair Oglesby stated he would consult with FORA Executive Officer Michael Houlemard and return to the October 24, 2019 meeting to outline issues the Committee intends to present to the Board.

c. California Central Coast Veterans Cemetery Status Report

Ms. Perepelyuk noted that CCCVC was awarded a \$6.4M federal grant for construction, memorial plaques, roadways, landscaping and supportive infrastructure. Committee member Bogan asked if the grant applies to FY 2019 or 2020 budgets and Ms. Moon stated she would confirm and report back. As requested by CCCVC Manager Erica Chaney, staff provided a flyer announcing CCCVC will receive the Organizational Excellence Award on October 9, 2019. The ceremony will take place at CCCVC at 9:00 a.m. and features guest speaker Senator Bill Monning. Ms. Ingram requested an update regarding available chapel buildings for the cemetery and Presidio of Monterey ("POM") Retirement Services Officer Kai Yuan stated he will provide more information as it becomes available.

d. Ord Military Community

Mr. Yuan answered members' questions regarding the Army Retiring Soldier Commendation Program package. He informed the Committee that the package is generally provided to service members who retired after 2012, but he would gladly provide one to any military retiree. Contact Mr. Yuan to request a package.

e. Fundraising Status

i. Central Coast Veterans Cemetery Foundation Status Report

Committee member Richard Garza reported on the Epic Ride and is in the process of determining funds raised by the event. Mr. Williams reported the Heroes Open will take place Saturday, October 26, 2019 at Bayonet and Black Horse Golf Club in Seaside. He noted the event still needs volunteers, sponsors, golfers and auction items. Mrs. Ingram stated CCCVC is in development phase two of eleven, with ongoing maintenance and operations costs, therefore continued fundraising efforts and community outreach are essential for the project's completion.

f. VA-DOD Clinic

Committee member James Bogan provided an update on VA-DOD events, and noted that on September 18, 2019 the VA hosted a celebration honoring veterans of the Korean War and WWII with around three hundred veterans in attendance. Mr. Bogan reported that the same afternoon at the Salinas Town Hall meeting there were only about five veterans present. The next Town Hall meetings will take place in December at Post 593 in Prunedale and in March at the Seaside VA Clinic, details to come.

g. Military & Veterans Affairs Office – Monthly Report

Committee member Jason Cameron provided a Military & Veterans Affairs Office (“MVAO”) Activity Report for the month of August. He informed the Committee that MVAO has coordinated with VTC to expand services and now provides on-site veteran claims assistance on the third Thursday of every month and discharge claims assistance on the first Friday of every month at POM. Mr. Cameron reported MVAO is in early stages of collaboration with local public libraries to introduce video conferencing software for virtual claims assistance in underserved areas of the county. He noted that the Women Veterans Alliance will hold the 2019 unConference at the Hyatt Regency Hotel in Monterey October 11-13 and the 28th Annual Veteran of the Year Awards will take place on November 8th at Bayonet & Black Horse.

h. Calendar of Events

- The Office of Congressman Jimmy Panetta will host a Committal Service honoring World War I Army Veteran Mr. Edward Auton Adams on September 30th at the San Francisco National Cemetery.
- The 29th Annual Wheelchair Rock Cod Fishing Derby will hold a pre-registration and dinner on October 4th at American Legion Post 694 in Marina, with the Derby the following morning, October 5th at 6:00 a.m.
- The 7th Annual Honor Our Fallen 5k/10k run will take place at Fort Ord Dunes State Park on October 19th at 7:00 a.m.
- The 10th Annual Heroes Open Golf Tournament will be held at Bayonet and Black Horse Golf Club on October 26th.
- The 28th Annual Veteran of the Year Awards will be held at Bayonet and Black Horse Golf Club on November 8th.

7. ITEMS FROM MEMBERS

Chair Oglesby confirmed he would review this meeting’s main points with Mr. Houlemard and return to the next meeting to discuss the status of the VIAC post.

8. ADJOURNMENT at 3:58 p.m.

Minutes Prepared by:
Natalie Van Fleet

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Water/Wastewater Oversight Committee	
Meeting Date:	November 8, 2019	INFORMATION/ACTION
Agenda Number:	7e	

RECOMMENDATION:

Receive an update from the Water/Wastewater Oversight Committee (WWOC).


BACKGROUND/DISCUSSION:

The WWOC approved minutes from September 19, 2019. The approved minutes for the meetings are provided as **Attachment A**. The committee then considered the proposed Marina Coast Water District (MCWD) Draft Master Plans for Water, Wastewater, and Recycled Water. District engineer Mike Wegley reported there were no changes to the Master Plans since the last stakeholder input meeting. A discussion occurred regarding the contingency and soft costs associated with the Master Plan. With the permission of the chair, Jim Brezack gave a quick presentation on the developer community's concerns regarding the master plan during public comment. The WWOC moved to consider final draft water, sewer, and recycled water master plans as the basis for capacity fees with the amendment that MCWD hold a meeting with the developer's engineers before the next WWOC meeting.

The WWOC also considered the MCWD Draft Capacity Fee Report. The WWOC received a presentation from Abigail Seaman regarding the draft capacity fees report. A robust discussion ensued regarding many different aspects of the report, including changes, CFDs, and the report's timeline with regard to FORA's sunset. The WWOC moved to continue the discussion until December 2 so that MCWD can inform the WWOC of the engineers meeting with the intention to vote on recommending the Capacity Fees to the FORA Board.

Chair Rick Reidl also noted that his last day with the City of Seaside will be November 27, and that Vice-Chair McMinn will take over as acting chair until a new chair is voted on.

FISCAL IMPACT:

Reviewed by FORA Controller 
Staff time for this item is included in the approved FORA budget.

COORDINATION:

WWOC, Marina Coast Water District

Prepared by 
Harrison Tregenza

Reviewed by 
Peter Said

Approved by 
Michael A. Houlemard, Jr.



APPROVED

**FORT ORD REUSE AUTHORITY
WATER/WASTEWATER OVERSIGHT COMMITTEE
MEETING MINUTES**

920 2nd Avenue, Suite A, Marina CA 93933 | FORA CIC
10:00 A.M., Thursday, September 19, 2019

1. CALL TO ORDER

Co-Chair McMinn called the meeting to order at 10:00 AM

Committee Members Present:

Mike Lerch, California State University Monterey Bay (CSUMB)
Brian McMinn, City of Marina
Steve Matarrazo, University of California Santa Cruz (UCSC)
Melanie Beretti, County of Monterey
Tom Hardy, City of Monterey
Dino Pick, City of Del Rey Oaks
Rick Riedl, City of Seaside

Committee Members Absent:

Elizabeth Caraker

Other Attendees:

Kelly Cadiente, Marina Coast Water District (MCWD)
Mike Wegley, Marina Coast Water District
Andre Racz, Marina Coast Water District
Doug Dove, Bartle Wells Associates
Abigail Seaman, Bartle Wells Associates
Tony Akel, Akel Engineering Group
Kevin Tuttle, Akel Engineering Group
Ray Pyle, California State University Monterey Bay (CSUMB)

Jeff Cooks, Nathen Castanos Homes
Mary Kelasen, Shea Homes
Dennis Martin, Building Industry Association Bay Area

FORA Staff

Peter Said, Senior Project Manager
Amber Watson, Administrative Assistant
Harrison Tregenza, Administrative Assistant

2. PLEDGE OF ALLEGIANCE

The pledge of Allegiance was led by Committee member Tom Hardy from the City of Monterey.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

Committee member Mike Lerch from CSUMB, introduced the committee to CSUMB's new representative, Member Ray Pyle.

4. PUBLIC COMMENT PERIOD

There were no public comments

5. APPROVAL OF MEETING MINUTES

MOTION: On motion by Committee member Matarrazo and second by Committee member Lerch the Water/Wastewater Oversight Committee (WWOC) approved the April 25, 2019 meeting minutes subject to replacement of "CSUMB" with "MCWD" in last sentence of item 6a paragraph two.

MOTION PASSED: UNANIMOUSLY

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Oak Woodlands Conservation Planning Status

Meeting Date: November 8, 2019

Agenda Number: 7f

INFORMATION

RECOMMENDATION:

Receive an Oak Woodlands Conservation Planning Status report.

BACKGROUND:

The Fort Ord Base Reuse Plan ("BRP") requires that Seaside and the County implement an oak woodlands conservation program (**Attachment A**). Seaside and the County are to respectively designate, manage and monitor conservation of oak woodlands within their jurisdictional property (identified polygons) and coordinate this effort with neighboring jurisdictions.

At its December 14, 2012 meeting, the FORA Board adopted the BRP Reassessment Report. The BRP Reassessment Report noted that Seaside and the County had yet to complete their Category III Oak Woodlands Policies and Programs obligation. Subsequently, FORA Board assigned FORA staff to work with jurisdiction staff to identify and propose a strategy to assist jurisdictions with completion of Category III items.

In October 2014, FORA staff prepared an Administrative Draft Request for Proposals ("RFP") to assist Seaside and the County in completing their BRP Oak Woodlands Policies and Programs. On May 8, 2015, the FORA Board adopted the FY 15/16 annual budget that included a line item to address Oak Woodlands Policies and Programs. In June 2015, FORA staff received a special request from the California Department of Veterans Affairs to assist their effort to meet oak woodland mitigation measures for the California Central Coast Veterans Cemetery site.

At the January 8, 2016 meeting, the FORA Board authorized the release of the RFP. Three well-qualified consultant firms submitted proposals by the March 18, 2016 deadline: Denise Duffy & Associates, Dudek, and Environmental Policy Solutions.

At the May 13, 2016 meeting, the FORA Board authorized the Executive Officer to execute a professional consultant service contract with Denise Duffy & Associates, Inc. (DD&A), at a not-to-exceed \$176,578, to complete a Draft Oak Woodland Conservation Area Map and Draft Oak Woodland Area Management and Monitoring Plan as described in the FORA BRP, City of Seaside (Seaside) and County of Monterey (County) specific Oak Woodlands Policies and Programs (Biological Resources Policies B-2 and Programs B-2.1 and B-2.2 (**Attachment B**)).

Subsequent planning and public meetings ensued supported by DD&A and FORA staff in close coordination with the County and Seaside (More information available online at <http://oakwoodlands.org>). This report provides a status update on the oak woodlands conservation planning process and remaining completion actions.

DISCUSSION:

The Oak Woodland Conservation Plan Project scope of work consists of 4 deliverables and significant public outreach. Deliverables and status are listed below:

- Draft Oak Woodland Conservation Area Map: under review by Seaside and County;
- Draft Oak Woodland Management and Monitoring Plan: under review by Seaside and County;
- Draft Coast Live Oak Tree Removal Ordinance Template: under review by Seaside and County; and
- Draft Tree Protection Program Template: Received Friday, Nov 1.

Remaining tasks include the following:

- Receive comments on deliverables from Seaside and County and DD&A revise;
- Present at Coordinated Resource Management Planning (CRMP) group;
- Present at California State University Monterey Bay, Monterey Peninsula College, & Marina Community Advisory Committee;
- Present at Public Workshop (jointly hosted by Seaside and County);
- Obtain legal review;
- DD&A revise deliverables per input from presentations and Public Workshop;
- Provide screencheck deliverables to Seaside and County and DD&A to revise;
- Present to Monterey County Board of Supervisors (BOS);
- Present to Seaside City Council (Council);
- Final Revisions per BOS, Council, and public comment by DD&A and submit complete drafts to Seaside and County;
- Marina City Council presentation; and
- Open House.

Representatives from the County and Seaside have recently inquired about progress on this project, and if it should be included in transition planning or will conclude by June 30, 2020. DD&A representatives will complete the above tasks with coordination and engagement from participating jurisdictions.

FISCAL IMPACT:

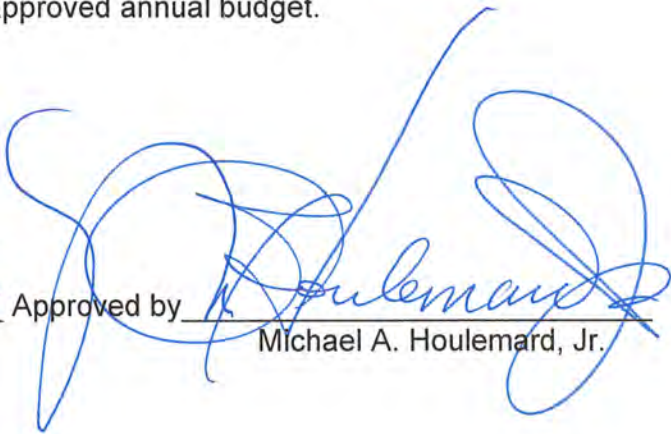
Reviewed by FORA Controller 

Staff time for this item is included in the approved annual budget.

COORDINATION:

Monterey County, City of Seaside

Prepared by 
Josh Metz

Approved by 
Michael A. Houlemard, Jr.

Firebreaks should be designed to protect structures in Polygon 31b from potential wildfires in Polygon 31a. Barriers should be designed to prohibit unauthorized access into Polygon 31a. [Topic III-85]

Responsible Agency: Del Rey Oaks

Status – Del Rey Oaks: Deed restrictions require implementation and compliance with HMP habitat management requirements. MOA and HMP Implementing/Management Agreement with FORA also requires compliance with HMP requirements. To date, no development adjacent to habitat areas is approved.

Biological Resources Policy B-2: As site-specific development plans for a portion of the Reconfigured POM Annex Community (Polygon 20c) and the Community Park in the University Planning Area (Polygon 18) are formulated, the City shall coordinate with Monterey County, California State University, FORA and other interested entities in the designation of an oak woodland conservation area connecting the open space lands of the habitat management areas on the south of the landfill polygon (8a) in the north.

Program B-2.1: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall ensure that those areas are managed to maintain or enhance habitat values existing at the time of base closure so that suitable habitat is available for the range of sensitive species known or expected to use these oak woodland environments. Management measures shall include, but not limited to maintenance of a large, contiguous block of oak woodland habitat, access control, erosion control and non-native species eradication. Specific management measures should be coordinated through the CRMP. [Topic III-86]

Responsible Agency: Seaside

Status – Seaside: An oak woodland conservation area has not been designated. Planning for Polygon 20c recently commenced with the City's processing of the Monterey Downs, Monterey Horse Park, and Veterans' Cemetery projects.

Program B-2.2: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall monitor, or cause to be monitored, those areas in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement and shall submit annual monitoring reports to the CRMP. [Topic III-87]

Responsible Agency: Seaside

Status – Seaside: An oak woodland conservation area has not been designated, therefore, no monitoring has occurred.

Biological Resources Policy B-2: As site-specific planning proceeds for Polygons 8a, 16, 17a, 19a, 21a, and 21b, the County shall coordinate with the Cities of Seaside and Marina, California State University, FORA and other interested entities in the designation of an oak woodland conservation area connecting the open space lands of the habitat management areas on the south, the oak woodland corridor in Polygons 17b and 11a on the east, and the oak woodlands surrounding the former Fort Ord landfill in Polygon 8a on the north. Oak woodlands areas are depicted in Figure 4.4-1

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large, contiguous block of oak woodland habitat, access control, erosion control and non-native species eradication. Specific management measures should be coordinated through the CRMP. [Topic III-88]

Responsible Agency: County

Status – Monterey County: An oak woodland conservation area has not been designated. HMP habitat/development designations were revised for some of these polygons as part of the East Garrison/Parker Flats Land Swap Agreement (LSA). Planning for this area is being conducted by the City of Seaside on behalf of Monterey County, as the City processes the application for the Monterey Downs, Monterey Horse Park, and Veterans’ Cemetery projects.

Program B-2.2: For lands within the jurisdictional limits of the County that are components of the designated oak woodland conservation area, the County shall monitor, or cause to be monitored, those areas in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement and shall submit annual monitoring reports to the CRMP. [Topic III-89]

Responsible Agency: County

Status – Monterey County: An oak woodland conservation area has not been designated. HMP habitat/development designations were revised for some of these polygons as part of the East Garrison/Parker Flats Land Swap Agreement (LSA).

Biological Resources Policy C-2: The [jurisdiction] shall encourage the preservation and enhancement of oak woodland elements in the natural and built environments. Refer to Figure 4.4-1 for general location of oak woodlands in the former Fort Ord.

Program C-2.1: The City shall adopt an ordinance specifically addressing the preservation of oak trees. At a minimum, this ordinance shall include restrictions for the removal of oaks of a

certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed. [Topic III-90]

Responsible Agency: Seaside

Status – Seaside: The City’s tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland.

Program C-2.2: [Marina] **Program C-2.5** [Seaside] **Program C-2.4** [County] Where development incorporates oak woodland elements into the design, the [jurisdiction] shall provide the following standards for plantings that may occur under oak trees; 1) planting may occur within the dripline of mature trees, but only at a distance of five feet from the trunk and 2) plantings under and around oaks should be selected from the list of approved species compiled by the California Oaks Foundation (see Compatible Plants Under and Around Oaks). [Topic III-91]

Responsible Agencies: Marina, Seaside, County

Status – Marina: The City’s tree ordinance, Chapter 17.51 of the municipal code, does not specifically address oak trees or oak woodland.

Status – Seaside: The City’s tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland.

Status – Monterey County: The County’s tree ordinance, Chapter 16.60 of the County code, restricts the removal of oak trees. Replacement planting standards are not included in the code.

Biological Resources Policy D-2: The [jurisdiction] shall encourage and participate in the preparation of educational materials through various media sources which describe the biological resources on the former Fort Ord, discuss the importance of the HMP and



Program B-1.2: The City of Seaside shall require that all development within the Regional Retail and Golf Course Housing Districts incorporate land-scape buffers adequate to visual intrusion into the State Highway 1 Scenic Corridor.

Recreation Policy B-2: The City of Seaside shall establish landscape gateways into the former Fort Ord along major transportation corridors to establish a regional landscape character.

Objective C: Promote the goals of the Habitat Management Plan through the sensitive siting and integration of recreation areas which enhance the natural community.

Recreation Policy C-1: The City of Seaside shall establish an oak tree protection program to ensure conservation of existing coastal live oak wood lands in large corridors within a comprehensive open space system. Locate local and regional trails within this system.

Objective D: Establish a system of community and neighborhood parks which provide recreation opportunities reflective of local community standards.

Recreation Policy D-1: The City of Seaside shall designate and locate park facilities to adequately serve the current and projected population of Seaside within the former Fort Ord for both active recreation as well as to provide for passive uses such as scenic vistas, fish and wildlife habitat, and nature study.

Recreation Policy D-2: The City of Seaside shall develop active parkland within the former Fort Ord within the 2015 time frame which reflects the adopted City of Seaside standard of 2 acres of neighborhood parkland and 1 acre of community parkland per 1,000 population.

Recreation Policy D-3: The City of Seaside shall maximize use of existing former military recreation facilities as a catalyst for creation of quality parks and recreation opportunities.

Recreation Policy D-4: The City of Seaside shall develop a plan for adequate and long-term maintenance for every public park prior to construction.

Objective E: Create opportunities for economic revitalization of the former Fort Ord through encouragement of commercial recreation opportunities in appropriate settings.

Recreation Policy E-1: Seaside shall identify an appropriate amount of commercial recreation opportunity sites in compatible settings to ensure that these recreation opportunities are realized. These uses will be considered compatible land uses where identified.

Program E-1.1: The City of Seaside shall designate the existing golf course as a recreation opportunity site, and to be operated as a commercial venture.

Objective F: Create a unified system of hiker/ biker and equestrian trails which links all sectors of the former Fort Ord and encourages alternative means of transportation.

Recreation Policy F-1: The City of Seaside shall reserve sufficient space within key transportation arterials to accommodate paths for alternative means of transportation.



Program B-3.2: The City should incorporate wetland features into stormwater control facilities to the extent practicable.

Objective C: Avoid or minimize disturbance to natural land features and habitats through sensitive planning, siting and design as new development is proposed in undeveloped lands.

Biological Resources Policy C-1: The City shall encourage that grading for projects in undeveloped lands be planned to complement surrounding topography and minimize habitat disturbance.

Program C-1.1: The City shall encourage the use of landform grading techniques for 1) projects involving major changes to the existing topography, 2) large projects with several alternative lot and roadway design possibilities, 3) projects with known geological problem areas, or 4) projects with potential drainage problems requiring diverters, dissipaters, debris basins, etc.

Biological Resources Policy C-2: The City shall encourage the preservation and enhancement of oak woodland elements in the natural and built environments. Refer to Figure 4.4-1 for general location of oak woodlands in the former Fort Ord.

Program C-2.1: The City shall adopt an ordinance specifically addressing the preservation of oak trees. At a minimum, this ordinance shall include restrictions for the removal of oaks of a certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed.

Program C-2.2: When reviewing project plans for developments within oak woodlands, the City shall cluster development wherever possible so that contiguous stands of oak trees can be maintained in the non-developed natural land areas.

Program C-2.3: The City shall require project applicants to submit a plot plan of the proposed development which: 1) clearly shows all existing trees (noting location, species, age, health, and diameter; 2) notes whether existing trees will be retained, removed or relocated, and 3) notes the size, species, and location of any proposed replacement trees.

Program C-2.4: The City shall require the use of oaks and other native plant species for project landscaping. To that end, the City shall recommend collection and propagation of acorns and other plant material from Fort Ord oak woodlands to be used for restoration areas or as landscape material.

Program C-2.5: The City shall provide the following standards for plantings that may occur under oak trees; 1) plantings may occur within the dripline of mature trees, but only at a distance of five feet from the trunk and 2) plantings under and around oaks should be selected from the list of approved species compiled by the California Oak Foundation (see Compatible Plants Under and Around Oaks).

Program C-2.6: The City shall require that paving within the dripline of preserved oak trees be avoided wherever possible. To minimize paving impacts,



the surfaces around tree trunks should be mulched, paving materials should be used that are permeable to water, aeration vents should be installed in impervious pavement, and root zone excavation should be avoided.

Biological Resources Policy C-3: Lighting of outdoor areas shall be minimized and carefully controlled to maintain habitat quality for wildlife in undeveloped natural lands. Street lighting shall be as unobtrusive as practicable and shall be consistent in intensity throughout development areas adjacent to undeveloped natural lands.

Program C-3.1: The City shall review lighting and landscape plans for all developments adjacent to undeveloped natural lands to ensure consistency with Policy C-3.

Objective D: Promote awareness and education concerning the biological resources on the former Fort Ord.

Biological Resources Policy D-1: The City shall require project applicants to implement a contractor education program that instructs construction workers on the sensitivity of biological resources in the vicinity and provides specifics for certain species that may be recovered and relocated from particular development areas.

Program D-1.1: The City shall participate in the preparation of a contractor education program with other Fort Ord land use jurisdictions. The education program should describe the sensitivity of biological resources, provide guidelines for protection of special status biological resources during ground disturbing activities at the former Fort Ord, and outline penalties and enforcement actions for take of listed species under Section 9 of the Endangered Species Act and Section 2080 of the Fish and Game Code.

Program D-1.2: The City shall provide project applicants specific information on the protocol for recovery and relocation of particular species that may be encountered during construction activities.

Biological Resources Policy D-2: The City shall encourage and participate in the preparation of educational materials through various media sources which describe the biological resources on the former Fort Ord, discuss the importance of the HMP and emphasize the need to maintain and manage the biological resources to maintain the uniqueness and biodiversity of the former Fort Ord.

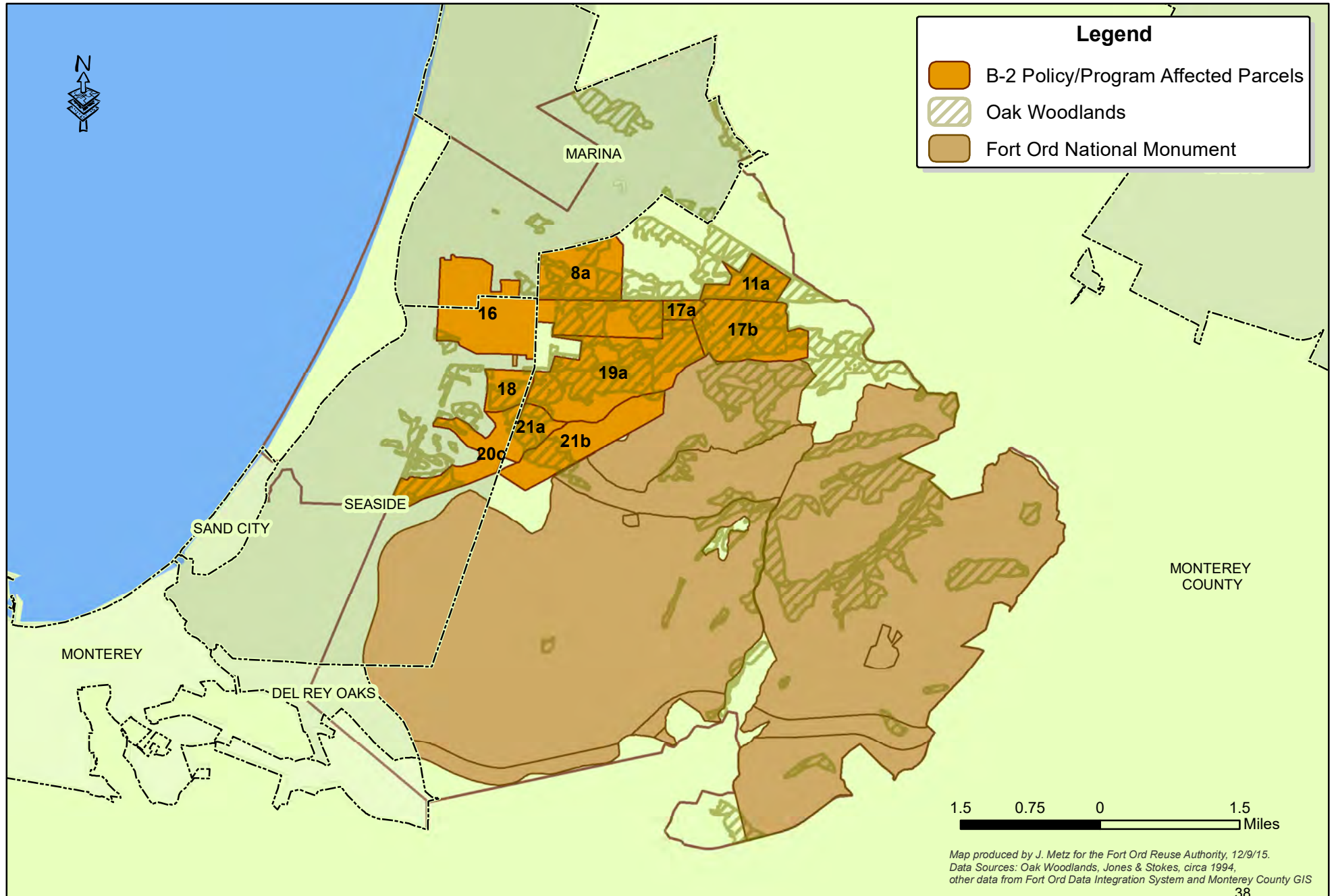
Program D-2.1: The City shall develop interpretive signs for placement in habitat management areas. These signs shall describe resources present, how they are important to the former Fort Ord, and ways in which these resources are or can be protected.

Program D-2.2: The City shall coordinate production of educational materials through the CRMP process.

Program D-2.3: Where development will be adjacent to habitat management areas, corridors, oak woodlands, or other reserved open space, the City shall

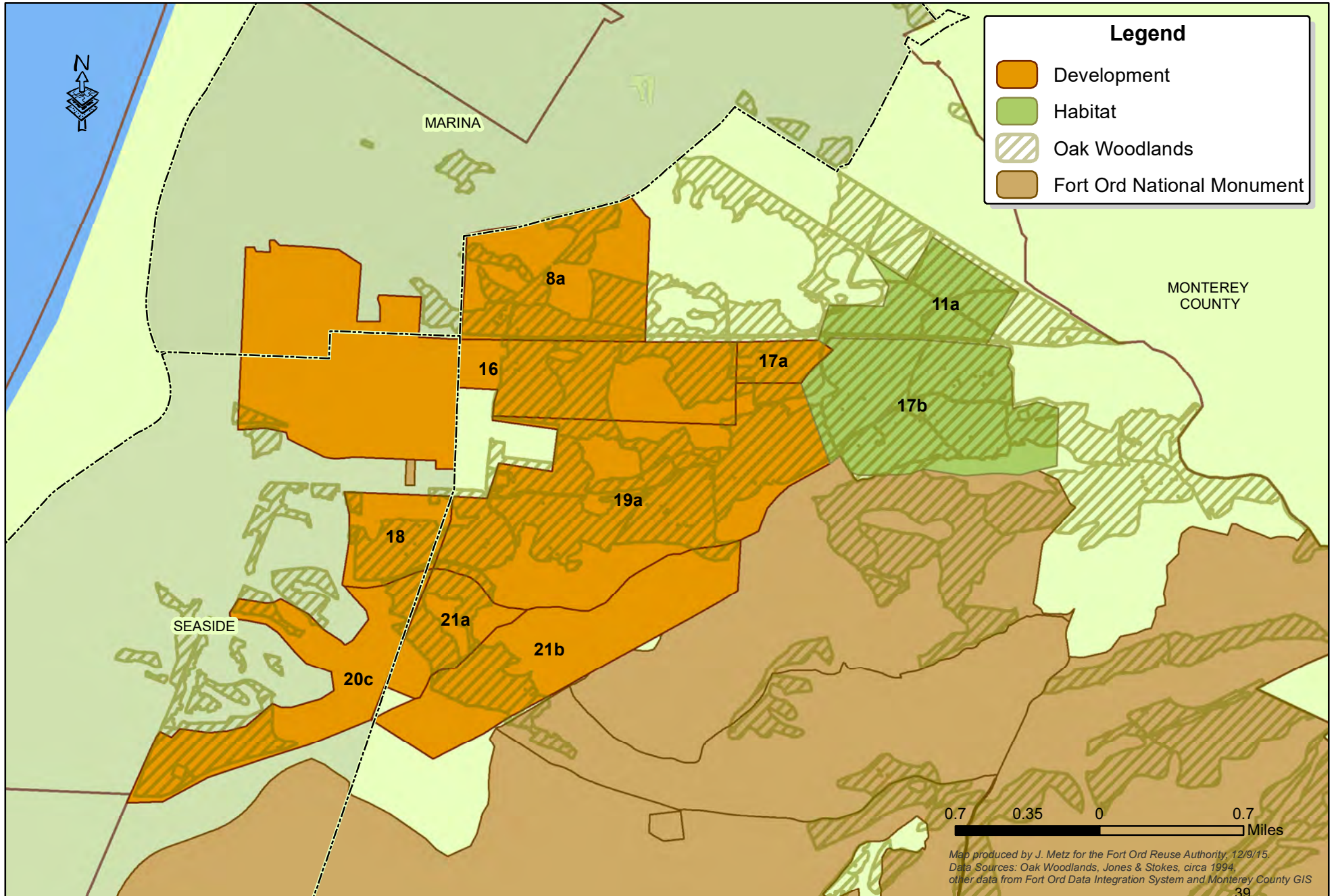


1997 Base Reuse Plan B-2 Policy/Program Affected Polygons on the Former Fort Ord, Monterey County, California.



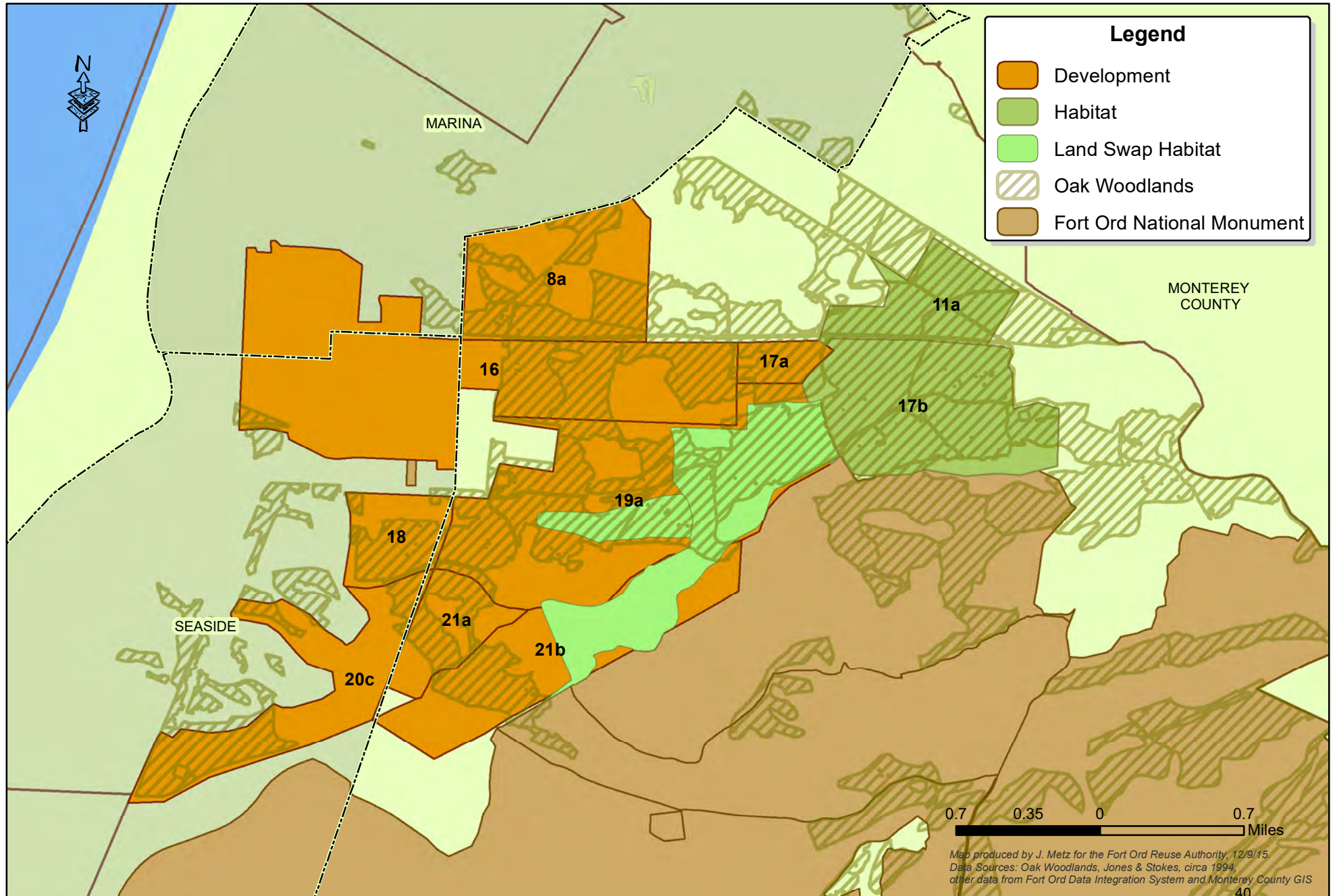


Planned Development Status of 1997 Base Reuse Plan B-2 Policy/Program Affected Polygons on the Former Fort Ord, Monterey County, California.





Post Land Swap - Planned Development Status of 1997 Base Reuse Plan B-2 Policy/Program Affected Polygons on the Former Fort Ord, Monterey County, California.



Agreement for Professional Services

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

The parties agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with Scope of Work services as described in Exhibit "A." Such services will be at the direction of the FORA Board of Directors.
2. **TERM.** This Agreement shall be from May ____, 2016 through May ____, 2017. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement.
3. **COMPENSATION.** The overall maximum amount of compensation to Consultant over the full term of this Agreement is not-to-exceed \$176,578.00 (One Hundred Seventy-Six Thousand, Five Hundred Seventy-Eight Dollars and No-Cents) including travel / out of pocket expenses.

FORA shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A."
4. **FACILITIES AND EQUIPMENT.** Consultant is not required to use FORA facilities or equipment for performing professional services. Consultant shall arrange to be physically present at FORA facilities to provide professional services at least during those days and hours that are agreed upon by the parties to deliver the services noted in the Scope of Services attached hereto in Exhibit "A."
5. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "B" are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. **EXHIBITS.** All exhibits referred to herein are by this reference incorporated.

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

FORA	CONSULTANT
By _____	By _____
Michael A. Houlemard, Jr. Executive Officer	Date
Date	Date

Approved as to form:

 Jon R. Giffen
 Authority Counsel

SCOPE OF WORK

DRAFT

GENERAL PROVISIONS

1. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent Consultant and shall not be an employee of FORA. FORA shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement.

2. TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities shown in Exhibit "A".

3. INSURANCE. MOTOR VEHICLE INSURANCE. CONSULTANT shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$100,000/\$300,000.

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

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

6. PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT. CONSULTANT shall remove any such person immediately upon receiving notice from FORA of the desire for FORA for the removal of such person or person.

7. STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products and services of whatsoever nature, which CONSULTANT delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in CONSULTANT'S profession. FORA shall be the sole judge as to whether the product or services of the CONSULTANT are satisfactory but shall not unreasonably withhold its approval.

8. CANCELLATION OF AGREEMENT. Either party may cancel this Agreement at any time for its convenience, upon written notification. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt entitled to no further compensation for work performed after the date of receipt of written notice to cease work shall become the property of FORA.

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

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

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

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

11. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of FORA if this provision is violated.

12. CONSULTANT- NOT PUBLIC OFFICIAL. CONSULTANT possesses no authority with respect to any FORA decision beyond the rendition of information, advice, recommendation or counsel.

Section 2. Statement of Qualifications

DD&A Team

The following section describes the qualifications and professional experience of the individual team members who would be responsible for tasks associated with the proposed project. The DD&A personnel who will actively participate in the proposed project and work closely with FORA, Seaside, and County staff are: **Erin Harwayne**, Senior Project Manager/Environmental Scientist/Planner; **Josh Harwayne**, Senior Environmental Scientist/Project Manager; **Matthew Johnson**, Senior Environmental Scientist/GIS Manager; **Jami Davis**, Associate Environmental Scientist/GIS Analyst; **Shaelyn Hession**, Assistant Environmental Scientist; and **Patric Krabacher**, Assistant Environmental Scientist. DD&A's intimate familiarity with the critical environmental issues and complex regulatory framework of the former Fort Ord has been fostered through evaluation of more than 75 projects over the last 20 years. In addition, DD&A has teamed with local arborist, **Frank Ono**, and CEQA attorney, **Jacqueline Zischke**, to provide the necessary services to assess oak woodland conditions and the requested CEQA legal opinion.

DD&A has placed great importance on the selection of a project team to meet the needs of the project. We have selected highly skilled DD&A personnel and subconsultants that understand the key issues that will need to be addressed and have extensive local expertise in the Monterey area, specifically on the former Fort Ord and projects involving coast live oak woodland.

It is also worth noting, that although he was not available to join our team, DD&A had numerous discussions with Dr. Mark Stromberg on the approach for this project, specifically regarding survey methodology. Dr. Stromberg was the Resident Reserve Director of the Hastings Natural History Reservation, a remote research and teaching facility in the Santa Lucia Mountains south of former Fort Ord. He is recognized and highly respected for his research related to grassland ecology, oak woodland management and conservation, and the California tiger salamander. His resume is included at the end of **Appendix A**. Dr. Stromberg has authored and/or co-authored the following publications:

- California Grasslands: Ecology and Management;
- Coast Ranges Oak Woodland Network: long-term research, monitoring and training to restore and manage oak woodlands and grasslands in California's coast ranges;
- Soil microbial community composition and land use history in cultivated and grassland ecosystems of coastal California;
- Long-Term population dynamics of native *Nassella* bunchgrasses in unmanaged stands in central California;
- Life history and demographic variation in the California tiger salamander (*Ambystoma californiense*); and
- Ecology of invasive non-native species in California grassland.

DD&A recognizes the importance of academic research in the successful completion of this project, and Dr. Stromberg is the local expert on grasslands and oak woodland ecology. He provided relevant publications and proposed a survey methodology that may be applicable for this project (please refer to **Section 3. Scope of Work, Subtask 1.1**). Dr. Stromberg has recently retired and is not ready to enter the workforce again just yet. However, he did volunteer his time to answer any questions and provide guidance on the surveys and plan preparation.

Section 3. Scope of Work

Project Approach

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

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

Project Management Approach

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

When necessary, DD&A has the company resources and commitment to expedite project schedules. DD&A strategies to meet strict deadlines include:

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

Scope of Work

The following proposed Scope of Work describes the tasks and deliverables outlined in the RFP and, in addition, identifies how the DD&A team would successfully complete each task. Potential deviations from these tasks are described in the **Alternative Approach** discussion below.

Task 1. Background Data Collection and Content

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

DD&A shall collect all data and information resources from Seaside, the County, CDVA, FORA, and other identified sources.

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

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

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

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

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

Ord Multispecies Habitat Conservation Plan and the current and approved 2004 Seaside General Plan and HMP.

Subtask 1.1. Baseline Biological Data Collection

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

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

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

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

- Biological Conditions: Vegetation/Habitat
 - plant species diversity (compile a species list of dominant species)
 - wildlife species diversity (compile a list of documented and potential wildlife species)
 - habitat mapping (including native and non-native grasses)
 - oak tree population by size, class, and density
 - oak tree health and vigor (including disease and invasive species)
 - landmark oak trees
 - oak regeneration
- Physical Conditions
 - soil erosion, noting the extent and location
 - non-native invasive plant species, noting extent and location
 - natural disturbances, such as fire or significant soil shifts
 - areas exhibiting potential erosion control issues (along trails and fuel-breaks)
 - areas with populations of invasive non-native plant species potentially in need of removal, focusing on jubata/pampas grass, iceplant, French broom, (along trails and fuel-breaks)
 - volunteer trails that should be signed and monitored for trespass and erosion issues
 - conditions and locations of existing fuel-breaks and access roads

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

Upon completion of the baseline biological field survey and background data review, DD&A will prepare and submit the draft Background/Data Report to FORA for review and comment. Upon receipt of comments, DD&A will finalize the report accordingly. This scope of work assumes one round of comments from FORA.

Deliverables:

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

Task 2. Public Participation Process

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

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

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

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

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

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

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

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

Deliverables:

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

Task 3. Agency Presentation Process

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

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

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

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

Deliverables:

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

Task 4. City of Marina Participation Process

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

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

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

Deliverables:

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

Task 5. California Department of Veterans Affairs – FORA Assistance

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

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

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

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

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

Deliverables:

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

Task 6. Draft Oak Woodland Conservation Area Map

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

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

DD&A shall also incorporate all information collected from Task 1 and Task 2 into the preparation of a Draft Area Map. DD&A will prepare a draft and final Draft Area Map and submit to FORA for review

and comment. Upon receipt of comments, DD&A will revise the map accordingly and finalize the Draft Area Map. This scope of work assumes one round of comments from FORA.

Deliverables:

- DD&A will coordinate and conduct up to 17 meetings as described in Tasks 1 – 5 above (*please note that the RFP states “12 meetings;” however, with DD&A’s assumptions regarding the number meetings in Task 5 and the addition of one project kick-off meeting in Task1, this scope of work assumes 17 meetings*).
- DD&A will prepare a draft and final Draft Area Map for Seaside and the County, in coordination with arborist and biologist.

Task 7. Draft Oak Woodland Management and Monitoring Plan

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

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

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

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

Deliverables:

- Draft Oak Woodland Management Plans for Seaside and the County.
- Presentation of the Draft Management Plans to the Fort Ord CRMP for their feedback.

Task 8. Environmental Documents Review and Analysis

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

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

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

Deliverables:

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

Task 9. Revised Draft Oak Woodland Management and Monitoring Plans

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

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

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

Deliverables:

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

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

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

Deliverables:

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

Task 11. Mutual Responsibilities Related to Scope of Work

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

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

Section 4. Schedule

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

DRAFT PROJECT TIMELINE

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

DDA Cost Estimate
Draft Oak Woodland Conservation Area Map and
Draft Oak Woodland Area Management and Monitoring Plan

TASKS #		Principal	Senior Project Manager	Senior Environmental Scientist	GIS Manager	Associate Scientist	Assistant Scientist	Graphics/GIS	Administration	Subconsultant (Arborist)	Subconsultant (Attorney)	Expenses	Administrative Fee	Task Total
	Draft Oak Woodland Conservation Area Map and Draft Oak Woodland Area Management and Monitoring Plan													
	Rate	\$ 215.00	\$ 155.00	\$ 145.00	\$ 125.00	\$ 103.00	\$ 92.00	\$ 98.00	\$ 60.00					
1	Background Data Collection and Context													
	Kick-Off		4	4		4	2	2	2	\$ 400		\$ 25	\$ 64	\$ 2,601
	Background Data Review		6	6	6	4	4			\$ 2,000	\$ 7,200	\$ 25	\$ 1,384	\$ 13,939
	Biological Baseline Conditions		8	40	32	56	56	16		\$ 8,000		\$ 250	\$ 1,238	\$ 33,016
	Draft and Final Background/Data Report		6	10	12	18	20	6	4	\$ 4,000		\$ 25	\$ 604	\$ 13,031
2	Public Participation Process													
	Draft and Final Public Participation Plan and Database	2	2				8		6			\$ 10	\$ 2	\$ 1,848
	Community Project Initiation Meetings		8	8			4		4	\$ 1,200		\$ 70	\$ 191	\$ 4,469
	Public Workshop Meetings		8	8			4		4	\$ 1,200		\$ 70	\$ 191	\$ 4,469
	Open-House Meetings		8	8			4		4	\$ 1,200		\$ 70	\$ 191	\$ 4,469
3	Agency Presentation Process													
	Seaside Meetings		8	8			4		4	\$ 1,200		\$ 50	\$ 188	\$ 4,446
	County Meetings		8	8			4		4	\$ 1,200		\$ 100	\$ 195	\$ 4,503
4	City of Marina Participation Process		8	8			4	4	1	\$ 1,200		\$ 50	\$ 188	\$ 4,658
5	CDVA - FORA Assistance													
	Options Preparation		4	8		4	8	4	2	\$ 400		\$ 10	\$ 62	\$ 3,912
	Options Meeting		4			4		2	2			\$ 25	\$ 4	\$ 1,377
	Draft and Final Mitigation and Strategy Plan		2			8	10			\$ 400		\$ 10	\$ 62	\$ 2,526
	Mitigation and Strategy Meetings		8			8						\$ 25	\$ 4	\$ 2,093
6	Draft Oak Woodland Conservation Area Map		4	6	12		4	4		\$ 1,000		\$ 75	\$ 161	\$ 4,986
7	Draft Oak Woodland Management and Monitoring Plan		4	16	10	24	30	4	2	\$ 2,000		\$ 50	\$ 308	\$ 12,292
	CRMP Presentation		4	4			2		2	\$ 300		\$ 25	\$ 49	\$ 1,878
8	Environmental Documents Review and Analysis													
	Draft and Final Legal Opinion	4	4	30			8				\$ 18,000	\$ 10	\$ 2,702	\$ 27,278
9	Revised Draft Oak Woodland Management and Monitoring Plan	1	4	6	6	8	20	4	6	\$ 4,000		\$ 25	\$ 604	\$ 10,500
	Potential Additional Presentations (4)		28			14	4	4	4	\$ 1,600		\$ 100	\$ 255	\$ 8,737
10	Final - Draft Oak Woodland Area Management and Monitoring Plan	1	8	4	4	10	16	2	6	\$ 2,000		\$ 10	\$ 302	\$ 7,905
	Production Expenses		2						8			\$ 750	\$ 113	\$ 1,653
11	Mutual Responsibilities - FORA													
	TOTAL HOURS	8	150	182	82	162	216	52	65					917
	TOTAL LABOR COST	\$ 1,720	\$ 23,250	\$ 26,390	\$ 10,250	\$ 16,686	\$ 19,872	\$ 5,096	\$ 3,900	\$ 33,300	\$ 25,200	\$ 1,860	\$ 9,054	\$ 176,578

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

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Public Correspondence to the Board	
Meeting Date:	November 8, 2019	INFORMATION/ACTION
Agenda Number:	7g	

Public correspondence submitted to the Board is posted to FORA's website on a monthly basis and is available to view at <http://www.fora.org/board.html>

Correspondence may be submitted to the Board via email to board@fora.org or mailed to the address below:

FORA Board of Directors
920 2nd Avenue, Suite A
Marina, CA 93933

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	2 nd Vote Terminated Employee Health Benefit Options and Retiree Medicare Reimbursement	
Meeting Date:	November 8, 2019	ACTION
Agenda Number:	8a	

RECOMMENDATIONS:

- 1) Authorize the Executive Officer to execute liability release terms for retiring staff upon authority counsel recommendation and approval to include recent retirees.
- 2) Approve Option A or B to clarify post-FORA employment health benefits for terminated employees is administered.

BACKGROUND/DISCUSSION:

With the termination of CalPERS retirement and health plan, employees will not be able to continue with the existing group plan under COBRA. Employees will be eligible for individual plans on the healthcare marketplace. However, these plans will vary in premium cost, deductible, and annual out-of-pocket limit. In order to retain staff through June 30, 2020, the FORA Board has determined several incentives for those that carry through to the sunset date – including one that offers payment of premiums under a COBRA assumption. Since that will no longer be available, this request offers two options for clarifying this component of the retention package. As such, RGS is recommending that the Board provide a comparable level of benefits and flexibility to the CalPERS Cobra and suggests one of two options be considered. Options A & B below are a re-drafting from the ones provided at the October meeting.

Option A

At the recommendation of Human Resources consultant and after potential beneficiaries' review, staff recommends setting up a health reimbursement account (HRA). The HRA would be employer funded upfront with full year of premium and employees would use funds to pay premiums and other health expenses. Key considerations for this option are:

- a. Slightly more expensive.
- b. No administrative overhead to successor.
- c. Potentially not meet underwriting requirements based on number of employees remaining.

As an alternative, the Board may select the following option:

Option B

Employees accept a cash equivalent to the HRA and individually choose a plan from the healthcare marketplace or elect to use the cash for other family priorities. Key considerations for these options are:

- a. Funds that would be applied to the administration of the HRA would be saved as this cash option eliminates that overhead
- b. Employees would net less funds as this option would be taxable (at differing levels).

The FORA Board debated this question at its October meeting and the vote did not achieve unanimity. Consequently, the Board moved to bring this item back for the November meeting with additional analysis of the options and adding a cash out option to the review. To respond to the multiple Board requests, staff asks that the Board review these two items above individually and consider them separately after deliberations.

FISCAL IMPACT:

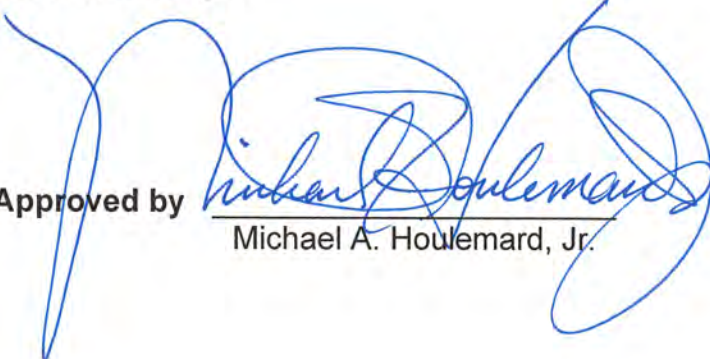
Reviewed by FORA Controller 

Staff time for this item is included in the approved annual budget.

COORDINATION:

Executive Committee.

Prepared by  for
Mi Ra Park RGS

Approved by 
Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEM

Subject: Review Building Removal Bond Legal Documents

Meeting Date: November 8, 2019

Agenda Number: 8b

INFORMATION/ACTION

RECOMMENDATION:

Receive a Building Removal Bond Status Report

BACKGROUND:

At the October 2018 meeting, the Fort Ord Reuse Authority (“FORA”) Board directed staff to investigate the legality and feasibility of issuing debt against FORA’s statutory share of property tax revenue provided to FORA by the State Legislature as codified in the State of California Health and Safety Code. In January 2019, FORA released a competitive Request for Qualifications and selected NHA Advisors (“NHA”) to complete the bond feasibility and financial analysis. In July 2019, the Administrative Committee (“AC”) recommend the Board do the necessary work to prepare a bond package, and in August 2019, the Board approved the Executive Officer (“EO”) to do so.

In performing appropriate jurisdictional due diligence some concerns have been voiced by several local elected bodies over the past six weeks. These include:

1. How can we be assured that the revenues are used in an expedited fashion to focus removing contaminants from public exposure?
2. Can these funds be used to remove the contaminants in the buildings if the entities prefer an adaptive reuse rather than demolition?
3. If there is insufficient bonding capacity to accomplish all remaining “building” removal can a priority be set for use of funds, such as:
 - Emphasize removals to clear buildings closest to and impacting California State University Monterey Bay.
 - Target areas surrounding open schools to diminish attractive nuisance or potential safety questions.
 - Focus on building removal activities that benefit affordable housing.
4. Does the failure of Senate Bill 189 leave the region with a clear message of a firm sunset of FORA benefit and should this bonding be left to the jurisdictions?
5. Can we achieve a clear message from the State of California on the statutory pass through?

Successor Agency and Bond Fund Allocation

At its September 18th meeting, the AC unanimously recommended: 1) the FORA Board consider “naming” the City of Marina as the bond successor agency (“SA”), pending jurisdictional review and acceptance of SA responsibilities; 2) each stakeholder receive a specific percentage share of the bond funds as follows (Table 1); and 3) fund use be limited to insurance, administration, management, litigation, and construction costs related to removal of existing military buildings (or portions of building) within the project area of the former Fort Ord. The fund use includes repairs in kind to useable military structures following the abatement and removal of hazardous materials.

Table 1. Proposed Bond Fund Allocations by Account Owner

Account Owner	% of Proceeds	Project List
Marina	50.00%	Park, Arts District, Cypress Knolls, Stockade, Other
Seaside	32.25%	Surplus II, Fast Food, Church, Other
TAMC	6.25%	Transit Center
MCWD	5.25%	Waste Treatment Plant (State Parks), Storage Yard
Monterey County	4.50%	Ammo Supply Point, Other
MST	1.75%	Transit Center, Storage

Remaining Actions:

At the October 11, 2019 FORA Board meeting, the Board's municipal bond consultant, NHA, reported a number of technicalities requiring action prior to the Board authorization to bond.

1. Marks-Roos Public Hearing at the County, to fulfill the authorizing statute requirements.
2. County Commitment to continue FORA fund intercept at FORA sunset, and to make findings of Public Benefit after considering a public hearing.
3. Jurisdictional covenant to place bond on Recognized Obligation Payment Schedule (ROPS) to mitigate risk in future changes to California Law or other Department of Finance changes.
4. Should the City of Monterey, City of Seaside or County of Monterey (or a Joint Powers Authority be considered for a successor to FORA as a trustee)?
5. Are the three-jurisdictions prepared to address the question of revenue demand shortfalls to the Monterey Regional Fire District?

FORA staff are working with the AC to address the five concerns listed above (and more). The AC has reaffirmed its unanimous decision to recommend that the Board sustain the momentum toward this FORA Building Removal Bond. We are also working with jurisdiction consultants and staff to answer any questions about alternatives to a FORA Bond to accomplish this effort. We have yet to uncover a methodology that can generate more than a fraction of what our Financial Consultants are projecting from this effort.

Draft Legal Documents

On October 8th, 2019, FORA staff provided the AC the DRAFT Indenture of Trust document for legal counsel review. At its October 22th meeting, the Board of Supervisors approved special bond counsel services to provide specialized legal advice to the County regarding the proposed bond issuance and other financing options. In October FORA staff provided the AC with an updated draft of the bond indenture for comment. The DRAFT Bond Indenture is included for review (**Attachment A**).


The general terms of the Bond Indenture are as follows:

1. Three series of bonds: 1) rated, 2) unrated, 3) escrow term.
2. Each Account Owner has a separate bond account.
3. Each Account Owner sets the use and priority of their own funds in the bond account.
4. Account Owners can choose to reallocate their funds as they choose.
5. The Bond Administration Successor Agency will be the City of Marina (or another if that is determined a better approach).

FORA Staff is currently coordinating with county and city staff to set dates with the Board of Supervisors for a Public Hearing, and with the Cities of Marina and Seaside to obtain the required covenants to place the bond on their ROPS.

Following completion of the legal documents the FORA Board will need to review and approve the document package which will include 1) bond indenture, 2) fiscal consultant's report, 3) County and City resolutions and covenants, and 4) official disclosure statement. Staff anticipates FORA Board consideration of the legal document package at its December 13th, 2019 meeting.

FISCAL IMPACT

Reviewed by FORA Controller 

Staff time to support the AC is included in the approved annual budget.

COORDINATION:

County of Monterey, the County Fort Ord Committee, Cities of Seaside and Marina, Administrative Committee, Executive Committee, NHA Advisors, Monterey Peninsula College, Monterey County Regional Fire District, California State Parks, Marina Coast Water District, Transportation Agency of Monterey County, Monterey-Salinas Transit.

Prepared by 
Peter Said

Approved by 
Michael A. Houlemard, Jr.

INDENTURE OF TRUST

Dated as of _____ 1, 2019

by and between

FORT ORD REUSE AUTHORITY

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

Relating to

**\$ _____
Fort Ord Reuse Authority
Tax Allocation Bonds,
Series 2019A (Federally Taxable)**

TABLE OF CONTENTS

Page

**ARTICLE I
DETERMINATIONS; DEFINITIONS**

Section 1.01 Findings and Determinations 3
Section 1.02 Definitions 3
Section 1.03 Rules of Construction 13

**ARTICLE II
AUTHORIZATION AND TERMS**

Section 2.01 Authorization of 2019 Bonds..... 13
Section 2.02 Terms of 2019 Bonds..... 14
Section 2.03 Redemption of 2019 Bonds 15
Section 2.04 Form of 2019 Bonds 18
Section 2.05 Execution of Bonds..... 18
Section 2.06 Transfer of Bonds 19
Section 2.07 Exchange of Bonds 19
Section 2.08 Registration of Bonds 19
Section 2.09 Temporary Bonds 20
Section 2.10 Bonds Mutilated, Lost, Destroyed or Stolen 20
Section 2.11 Book-Entry System..... 20
Section 2.12 Applicability of Provisions to Additional Bonds..... 22

**ARTICLE III
DEPOSIT AND APPLICATION; ADDITIONAL DEBT**

Section 3.01 Issuance of Bonds 22
Section 3.02 Application of Proceeds of Sale and Certain Other Amounts 22
Section 3.03 Costs of Issuance Fund 23
Section 3.04 Project Fund..... 23
Section 3.05 Issuance of Parity Debt..... 25
Section 3.06 Issuance of Subordinate Debt 26

**ARTICLE IV
SECURITY OF BONDS; FLOW OF FUNDS**

Section 4.01 Security of Bonds; Equal Security 26
Section 4.02 Deposit of Amounts by Trustee 28
Section 4.03 Escrow Fund 31
Section 4.04 Escrow Reserve Sub-Account 32

**ARTICLE V
OTHER COVENANTS OF THE AUTHORITY AND THE COUNTY**

Section 5.01 Punctual Payment 33
Section 5.02 Limitation on Additional Indebtedness; Against Encumbrances 33
Section 5.03 Extension of Payment 33
Section 5.04 Enforcement of Irrevocable Instructions 33
Section 5.05 Payment of Claims..... 34
Section 5.06 Books and Accounts; Financial Statements..... 34

TABLE OF CONTENTS
(continued)

		Page
Section 5.07	Protection of Security and Rights of Owners	34
Section 5.08	Payments of Taxes and Other Charges	34
Section 5.09	Maintenance of Pledged Tax Revenues.....	34
Section 5.10	Continuing Disclosure	34
Section 5.11	Provisions Regarding Dissolution of Authority and Successor Entities.....	35
Section 5.12	Further Assurances	35

ARTICLE VI
THE TRUSTEE

Section 6.01	Duties, Immunities and Liabilities of Trustee	35
Section 6.02	Merger or Consolidation.....	37
Section 6.03	Liability of Trustee	37
Section 6.04	Right to Rely on Documents and Opinions	39
Section 6.05	Preservation and Inspection of Documents	39
Section 6.06	Compensation and Indemnification.....	39
Section 6.07	Deposit and Investment of Moneys in Funds	40
Section 6.08	Accounting Records and Financial Statements	41
Section 6.09	Other Transactions with Authority	41

ARTICLE VII
MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01	Amendment With And Without Consent of Owners.....	41
Section 7.02	Effect of Supplemental Indenture	42
Section 7.03	Endorsement or Replacement of Bonds After Amendment	42
Section 7.04	Amendment by Mutual Consent.....	42
Section 7.05	Opinion of Counsel.....	42
Section 7.06	Copy of Supplemental Indenture to S&P and Moody's	42

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01	Events of Default and Acceleration of Maturities	43
Section 8.02	Application of Funds Upon Acceleration	44
Section 8.03	Power of Trustee to Control Proceedings	45
Section 8.04	Limitation on Owner's Right to Sue.....	45
Section 8.05	Non-Waiver	46
Section 8.06	Actions by Trustee as Attorney-in-Fact.....	46
Section 8.07	Remedies Not Exclusive.....	46
Section 8.08	Determination of Percentage of Bondowners.....	46

ARTICLE IX
MISCELLANEOUS

Section 9.01	Benefits Limited to Parties	47
Section 9.02	Successor is Deemed Included in All References to Predecessor	47
Section 9.03	Discharge of Indenture	47
Section 9.04	Execution of Documents and Proof of Ownership by Owners.....	48
Section 9.05	Disqualified Bonds	48

TABLE OF CONTENTS
(continued)

	Page
Section 9.06	Waiver of Personal Liability..... 48
Section 9.07	Destruction of Cancelled Bonds 49
Section 9.08	Notices 49
Section 9.09	Partial Invalidity 49
Section 9.10	Unclaimed Moneys 49
Section 9.11	Execution in Counterparts 50
Section 9.12	Governing Law 50
Section 9.13	Provisions Relating to the 2019 Insurance Policy 50
Section 9.14	Reserve Policy 50
Signatures S-1
EXHIBIT A	FORM OF 2019 BOND..... A-1
EXHIBIT B	FORM OF REQUISITION FOR DISBURSEMENT FROM PROJECT FUND..... B-1
EXHIBIT C	BUILDING REMOVAL PARCELS..... C-1

DRAFT

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this “Indenture”) is made and entered into and dated as of _____ 1, 2019, by and between the FORT ORD REUSE AUTHORITY, a public entity duly existing under the laws of the State of California (the “Authority”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, the Authority is a public corporation of the State of California was duly formed and presently existing and exercising its powers pursuant to the Fort Ord Reuse Authority Act, Title 7.85 (commencing with Section 67650) of the Government Code (the “Fort Ord Reuse Authority Act”), pursuant to resolutions favoring the formation of the Authority adopted by the governing boards of the cities of [Carmel, Sand City, Pacific Grove, Salinas,] Del Rey Oaks, Marina, Monterey, and Seaside, and the County of Monterey; and **[Confirm; please provide copies of the resolutions forming FORA]**

WHEREAS, the Authority is authorized by Government Code Section 67679(d)(9) to issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (the “Act”) to finance the Project; and

WHEREAS, the Authority is authorized pursuant to Section 6592(a) of the Act to pledge to payment of the Bonds any moneys of the Authority, including without limitation the portion of property tax revenues allocated to the Authority pursuant to California Health and Safety Code Section 33492.71(c)(1)(A) and (D), as applicable; and

WHEREAS, in order to finance all or a portion of the Project, the Authority desires to issue one or more series of Tax Allocation Revenue Bonds (the “Bonds”); and

WHEREAS, the Project is located within the boundaries of the County and within the boundaries as the former Fort Ord; and

WHEREAS, the County has, prior to the consideration of this resolution, held a public hearing on the financing of the Project with the proceeds of the issuance of the Bonds in accordance with Section 6586.5 of the Act, which hearing was held at [the Monterey County Government Center, 168 West Alisal Street, Salinas, California, on October __, 2019]; and

WHEREAS, in accordance with Section 6586.5 of the Act, notice of such hearing was published once at least five days prior to the hearing in _____ [name of newspaper], a newspaper of general circulation in the County; and

WHEREAS, following such public hearing, the Board of Supervisors of the County found and determined that the issuance of the Bonds to finance the Project pursuant to the Act will result in significant public benefits of the type described in Section 6586(a) through (d), inclusive, of the Act; and

WHEREAS, pursuant to Government Code Section 67700, the Authority will be dissolved on and as of [June 30, 2020]; and

WHEREAS, the Authority and the County will execute certain [Irrevocable Instructions] (defined below) pursuant to which the County will transfer Pledged Tax Revenues directly to the Trustee, on behalf of the Authority, to ensure that scheduled principal and interest payments and other amounts on the Bonds, including administrative expenses incurred in connection with the Bonds, are paid when due both prior to and following the dissolution of the Authority; and

WHEREAS, the 2019 Bonds, and any additional Parity Debt, will be payable from Pledged Tax Revenues (as defined herein); and

WHEREAS, pursuant to Government Code Section 67675 the Authority has prepared and adopted the Fort Ord Reuse Plan; and

WHEREAS, pursuant to Government Code Section 67679, the Authority has designated certain basewide public capital improvements to be planned, designed, constructed, repaired, remodeled, or replaced, and financed, by the Authority in the Fort Ord Reuse Plan, specifically including Building Removal (as defined herein); and

WHEREAS, pursuant to Government Code Section 67679 and the Fort Ord Reuse Plan, the Authority has determined that Building Removal constitutes the improvement of basewide capital facilities to be performed by the Authority as set forth in the Reuse Plan (defined below); and

WHEREAS, the County, Marina and Seaside desire to use proceeds of the Bonds to pay for Building Removal Costs (defined herein) and also desire that a portion of the proceeds of the Bonds be used by the Transportation Agency of Monterey County, State Parks (defined herein), Marina Coast Water District, and Monterey-Salinas Transit to pay for Building Removal Costs; and

WHEREAS, pursuant to Government Code Section 67679(a)(3), the Authority has further determined, with the consent of the County, City of Marina, and City of Seaside, that it is appropriate for the Authority to pay or reimburse the Monterey County Regional Fire District (the “Fire District”) for the cost of certain basewide public facilities incurred or to be incurred by the Fire District (the “Fire District Project”); and

WHEREAS, each of Seaside, Marina, the County, Transportation Agency of Monterey County, State Parks (defined herein), Marina Coast Water District, and Monterey-Salinas Transit will have control over and the ability to prioritize the use of Bond proceeds deposited into each such Local Agency’s designated account within the Project Fund for Building Removal Costs authorized under this Indenture; and

WHEREAS, in order to provide for the authentication and delivery of the 2019 Bonds, to establish and declare the terms and conditions upon which the 2019 Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Authority and the Trustee have duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Authority has determined that all acts and proceedings required by law necessary to make the 2019 Bonds when executed by the Authority, and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a legal, valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken; and

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Bonds, including the 2019 Bonds, issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds, including the 2019 Bonds, are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds, including the 2019 Bonds, by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Authority and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, including the 2019 Bonds, as follows:

ARTICLE I

DETERMINATIONS; DEFINITIONS

Section 1.01 Findings and Determinations. The Authority has reviewed all proceedings heretofore taken and, as a result of such review, hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2019 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now duly empowered, pursuant to each and every requirement of law, to issue the 2019 Bonds in the manner and form provided in this Indenture.

Section 1.02 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

“**Act**” means the Marks-Roos Local Bond Pooling Act of 1985, codified at Article 4 of Chapter 6 of Division 7 of Title 1 of the California Government Code, commencing with Section 6584, and the acts amendatory thereof and supplementary thereto.

“**Additional Allowance**” means, as the date of calculation, the amount of Pledged Tax Revenues which, as shown in the Report of an Independent Fiscal Consultant, are estimated to be receivable by the Authority as a result of increases in the assessed valuation of taxable property in the Project Areas due to construction which has been completed but not yet reflected on the tax rolls. For purposes of this definition, the term “increases in the assessed valuation” means the amount by which the assessed valuation of taxable property in the Project Areas in any Fiscal Year is estimated to exceed the assessed valuation of taxable property in the Project Areas (as reported by the County Auditor-Controller) in the Fiscal Year in which such calculation is made.

“**Administrative Expense Account**” means the account by that name established in the Debt Service Fund in accordance with Section 4.02(d) hereof.

“**Administrative Expenses**” means the following actual or reasonably estimated costs directly related to the administration of the Bonds: fees and costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under this Indenture; any fees or expenses of the County under or in connection with the Irrevocable Instructions; any [Policy Costs] (other than in respect of the reimbursement of draws under the 2019 Reserve Policy); the costs incurred by the Authority or any Successor Entity to comply with or implement any provision of this Indenture, the Continuing Disclosure Certificate (including disclosures to Bondowners and the Original Purchaser), or any

provision of the Act or the Fort Ord Reuse Authority Act relating to the Bonds or the payment thereof; an allocable share of the salaries of Authority staff or staff of any Successor Entity directly related to the foregoing and a proportionate amount of Authority or Successor Entity general administrative overhead related thereto.

“**Authority**” means the Fort Ord Reuse Authority, a public corporation formed pursuant to the Fort Ord Reuse Authority Act, Title 7.85 of the California Government Code, commencing with Section 67650.

“**Authorized Denomination**” means \$5,000 or any integral multiple thereof.

“**Bonds**” means the 2019 Bonds and any Parity Debt issued as bonds pursuant to a Supplemental Indenture.

“**Bond Counsel**” means (a) Stradling Yocca Carlson & Rauth, a Professional Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Authority, of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes.

“**Bond Year**” means each twelve (12) month period extending from _____ 2 in one calendar year to _____ 1 of the succeeding calendar year, both dates inclusive; provided that the first Bond Year with respect to the Bonds shall commence on the Closing Date and end on _____ 1, 2019.

“**Building Removal**” and “**Building Removal Costs**” means the cost of waste characterization, abatement, building demolition, building removal, building repair, waste disposal, and remediation of buildings and building sites located at certain parcels of property within the boundaries of the former Fort Ord listed on Exhibit C hereto. Building Removal Costs include, without limitation, all costs of planning, engineering, management, risk management (including insurance premiums), and associated administrative services required to remove blighted buildings from certain parcels of property within the boundaries of the former Fort Ord listed on Exhibit C.

“**Business Day**” means any day, other than a Saturday or Sunday or a day on which commercial banks in New York, New York, or any other city or cities where the Principal Corporate Trust Office of the Trustee is located are required or authorized by law to close or a day on which the Federal Reserve System is closed.

“**Closing Date**” means the date on which a series of Bonds is delivered by the Authority to the original purchaser thereof. The Closing Date with respect to the 2019 Bonds is _____, 2019.

“**Continuing Disclosure Certificate**” means that certain Continuing Disclosure Certificate, with respect to the 2019 Bonds, executed by the Authority, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“**Costs of Issuance**” means all items of expense directly or indirectly payable by or reimbursable to the Authority relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, bond insurance and surety bond premiums, if any, rating Authority fees, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial

advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds, administrative costs of the Authority and the City incurred in connection with the issuance of the Bonds, expenses of the underwriters of the Bonds, the fees and expenses of counsel to the underwriters of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds.

“**Costs of Issuance Fund**” means the fund by that name established and held by the Trustee pursuant to Section 3.03.

“**County**” means the County of Monterey.

“**County Auditor-Controller**” means the Auditor-Controller of the County.

“**County Authorized Representative**” means _____.

“**County Bond Proceeds Account**” means the account of that name established within the Project Fund.

“**Debt Service Fund**” means the fund by that name established and held by the Trustee pursuant to Section 4.02.

“**Defeasance Obligations**” means any of the following which, at the time of investment, are legal investments under the laws of the State for the moneys proposed to be invested therein and are in compliance with the Authority’s investment policies then in effect (provided that the Trustee shall be entitled to rely upon any investment direction from the Authority as conclusive certification to the Trustee that investments described therein are legal and are in compliance with the Authority’s investment policies then in effect):

- (a) Cash;
- (b) non-callable, direct obligations of the United States of America;
- (c) securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America; and
- (d) other investments approved by the 2019 Insurer.

“**Depository**” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.11.

“**Depository System Participant**” means any participant in the Depository’s book-entry system.

“**DTC**” means The Depository Trust Company, New York, New York, and its successors and assigns.

“**Escrow Fund**” means the fund by that name established and held by the Trustee pursuant to Section 4.03.

“**Escrow Reserve Sub-Account**” means that subaccount established within the Reserve Account and held by the Trustee pursuant to Section 4.04.

“**Event of Default**” means any of the events described in Section 8.01.

“**Federal Securities**” means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America and CATS and TGRS), or obligations the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America.

“**Fire District**” is defined in the recitals hereto.

[“**Fire District Authorized Representative**” means _____.]

“**Fiscal Year**” means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve month period selected and designated by the Authority to the Trustee in writing as its official fiscal year period.

“**Fort Ord Reuse Authority Act**” means the Fort Ord Reuse Authority Act, codified at Title 7.85 of the California Government Code, commencing with Section 67650, and the acts amendatory thereof and supplementary thereto.

“**Implementation Agreements**” means, collectively, that certain Implementation Agreement dated as of May 1, 2001, by and between the Authority and the City of Marina, as amended by that certain Amendment #1 to the Implementation Agreement between the Fort Ord Reuse Authority and the City of Marina dated as of September 13, 2012, and that certain Implementation Agreement dated as of May 31, 2001, by and between the Authority and the City of Seaside, as such agreements have heretofore been amended or may be hereafter amended. [**Authority and Member Agencies to confirm this list includes all agreements or other provisions requiring FORA to share tax increment allocated to FORA.**]

“**Indenture**” means this Indenture of Trust by and between the Authority and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

“**Independent Accountant**” means any accountant or firm of such accountants duly licensed or registered or entitled to practice as such under the laws of the State, appointed by the Authority, and who, or each of whom:

- (a) is in fact independent and not under domination of the Authority or the City;
- (b) does not have any substantial interest, direct or indirect, with the Authority or the City; and
- (c) is not connected with the Authority or the City as an officer or employee of the Authority or the City, but who may be regularly retained to make reports to the Authority or the City.

“Independent Fiscal Consultant” means any consultant or firm of such consultants appointed by the Authority, and who, or each of whom:

(a) is judged by the Authority to have experience in matters relating to the collection of Pledged Tax Revenues or otherwise with respect to the financing of redevelopment projects;

(b) is in fact independent and not under domination of the Authority or the City;

(c) does not have any substantial interest, direct or indirect, with the Authority or the City; and

(d) is not connected with the Authority or the City as an officer or employee of the Authority or the City, but who may be regularly retained to make reports to the Authority or the City.

“Information Services” means, in accordance with then current guidelines of the Securities and Exchange Commission, such services providing information with respect to the redemption of bonds as the Authority may designate in a Written Request of the Authority filed with the Trustee.

“Insurer” means the 2019 Insurer and, as applicable, the provider of a municipal bond or financial guaranty insurance policy with respect to Parity Debt.

“Interest Account” means the account by that name established and held by the Trustee pursuant to Section 4.02(a).

“Interest Payment Date” means each _____ 1 and _____ 1, commencing _____ 1, 2020, for so long as any of the Bonds remain Outstanding hereunder.

[**“Irrevocable Instructions”** means that certain irrevocable instruction made by the Authority to the County Auditor-Controller and the County Treasurer and Tax Collector dated as of the Closing Date for the 2019 Bonds.]

“Local Agency” and **“Local Agencies”** means, individually and collectively, the County, the City of Marina, the City of Seaside, TAMC, State Parks, MCWD, MST and the Fire District.

“Marina Authorized Representative” means _____.

“Marina Bond Proceeds Account” means the account of that name established within the Project Fund.

“MCWD Authorized Representative” means _____.

“MCWD Bond Proceeds Account” means the account of that name established within the Project Fund[, to be used within the Project Area of the County and City of Marina.]

“Maximum Annual Debt Service” means, as of the date of calculation, the largest amount for the current or any future Bond Year payable on the 2019 Bonds or any Parity Debt in such Bond Year. For purposes of such calculation, (i) the amount of interest on any Bonds or other Parity Debt that is payable from the proceeds of such Bonds or Parity Debt that is set aside solely for such purpose shall not be included in the calculation of Maximum Annual Debt Service; (ii) principal and interest due on

the portions of the 2019 Escrow Term Bonds shall be excluded from such calculations unless and until the requirements of Section 4.03(a) have been satisfied with respect to any portion of such 2019 Escrow Term Bonds; and (iii) there also shall be excluded payments with respect to the 2019 Bonds or any Parity Debt to the extent that amounts due with respect to the 2019 Bonds or such Parity Debt are prepaid or otherwise discharged in accordance with this Indenture or the relevant Parity Debt Instrument.

“**MCWD**” means the Marina Coast Water District.

“**MST Authorized Representative**” means _____.

“**MST Bond Proceeds Account**” means the account of that name established within the Project Fund[, to be used within the Project Area of the County, City of Seaside, and City of Marina.]

“**Moody’s**” means Moody’s Investors Service and its successors.

“**MST**” means Monterey-Salinas Transit.

“**Nominee**” means (a) initially, Cede & Co., as nominee of DTC, and (b) any other nominee of the Depository designated pursuant to Section 2.11(a).

“**Original Purchaser**” means _____.

“**Outstanding**” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Authority pursuant hereto.

“**Owner**” or “**Bondowner**” means, with respect to any Bond, the person in whose name the ownership of such Bond shall be registered on the Registration Books.

“**Parity Debt**” means any additional bonds, loans, advances or indebtedness issued or incurred by the Authority on a parity with the 2019 Bonds pursuant to Section 3.05.

“**Parity Debt Instrument**” means resolution, indenture of trust, supplemental indenture of trust, loan agreement, trust agreement or other instrument authorizing the issuance of any Parity Debt.

“**Participating Underwriter**” has the meaning ascribed thereto in the Continuing Disclosure Certificate.

“**Permitted Investments**” means any of the following which, at the time of investment, are legal investments under the laws of the State for the moneys proposed to be invested therein and are in compliance with the Authority’s investment policies then in effect (provided that the Trustee shall be

entitled to rely upon any investment direction from the Authority as conclusive certification to the Trustee that investments described therein are legal and are in compliance with the Authority's investment policies then in effect):

(a) Federal Securities;

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the Authority itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) Federal Housing Administration debentures; (iv) participation certificates of the General Services Administration; (v) Federal Financing Bank bonds and debentures; (vi) guaranteed mortgage-backed bonds or guaranteed pass-through obligations of Ginnie Mae (formerly known as the Government National Mortgage Association); (vii) guaranteed Title XI financings of the U.S. Maritime Administration; and (viii) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development;

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities only as stripped by the Authority itself): (i) senior debt obligations of the Federal Home Loan Bank System; (ii) participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation; (iii) mortgaged-backed securities and senior debt obligations of Fannie Mae; (iv) senior debt obligations of Sallie Mae (formerly known as the Student Loan Marketing Association); (v) obligations of the Resolution Funding Corporation; and (vi) consolidated system-wide bonds and notes of the Farm Credit System;

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAM-G, AAAM or AAM, and a rating by Moody's of Aaa, Aa1 or Aa2, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(e) Certificates of deposit (including those of the Trustee, its parent and its affiliates) secured at all times by collateral described in (a) or (b) above or by collateral that may be used by a national bank for purposes of satisfying its obligations to collateralize pursuant to federal law, which have a maturity not greater than one year from the date of investment and which are issued by commercial banks, savings and loan associations or mutual savings banks;

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates), but only to the extent that the amount being invested in such certificates of deposit, savings accounts, deposit accounts or money market deposits are fully insured by FDIC, including BIF and SAIF, secured at all times by collateral described in (a)

or (b) above or by collateral that may be used by a national bank for purposes of satisfying its obligations to collateralize pursuant to federal law;

(g) [Investment agreements, including guaranteed investment contracts, forward purchase agreements, reserve fund put agreements and collateralized investment agreements with an entity rated “A” or better by Moody’s and “A” or better by S&P, or unconditionally guaranteed by an entity rated “A” or better by Moody’s and “A” or better by S&P;] **[would this work for escrow fund?]**

(h) Commercial paper rated, at the time of purchase, “Prime-1” by Moody’s and “A-1+” or better by S&P;

(i) Bonds or notes issued by any state or municipality which are rated by Moody’s and S&P in one of the two highest rating categories assigned by such agencies;

(j) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” or better by Moody’s, and “A-1+” by S&P; and

(k) The Local Authority Investment Fund that is administered by the California Treasurer for the investment of funds belonging to local agencies within the State of California, provided that for investment of funds held by the Trustee, the Trustee is entitled to make investments and withdrawals in its own name as Trustee.

“Pledged Tax Revenues” means all taxes that are allocated, or available to be allocated, to the Authority or any successor in interest to the Authority upon its dissolution or otherwise, pursuant to California Health and Safety Code Section 33492.71, subsection (c)(1)(A) or subsection (c)(1)(D), as applicable.

“Principal Account” means the account by that name established and held by the Trustee pursuant to Section 4.02(b).

“Principal Corporate Trust Office” means the corporate trust office of the Trustee in _____, California, or such other or additional offices as the Trustee may designate in writing to the Authority from time to time as the corporate trust office for purposes of the Indenture; except that with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term means the office or Authority of the Trustee at which, at any particular time, its corporate trust Authority business is conducted.

“Project” means Building Removal and the Fire District Project.

“Project Area” means the area within the geographic boundaries of the Authority on the former Fort Ord, pursuant to Health and Safety Code Section 33492.70, et seq. and as defined in Exhibit C.

“Project Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.04.

“Qualified Reserve Account Credit Instrument” means (i) the 2019 Reserve Policy, and (ii) an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a

commercial bank or insurance company and deposited with the Trustee, provided that all of the following requirements are met at the time of acceptance thereof by the Trustee: (a) S&P or Moody's have assigned a long-term credit rating at the time of issuance of such Qualified Reserve Account Credit Instrument to such bank or insurance company of "A" (without regard to modifier) or higher; (b) such letter of credit, insurance policy or surety bond has a term of at least 12 months; (c) such letter of credit, insurance policy or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released; and (d) the Trustee is authorized pursuant to the terms of such letter of credit, insurance policy or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.02(a), 4.02(b) or 4.02(c) of this Indenture.

"Record Date" means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

"Redemption Account" means the account by that name established and held by the Trustee pursuant to Section 4.02(d).

"Registration Books" means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

"Report" means a document in writing signed by an Independent Fiscal Consultant and including:

- (a) a statement that the person or firm making or giving such Report has read the pertinent provisions of this Indenture to which such Report relates;
- (b) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and
- (c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

"Reserve Account" means the account by that name established and held by the Trustee pursuant to Section 4.02(c).

"Reserve Requirement" means, subject to Section 4.02(c) of this Indenture, with respect to the 2019 Bonds, and each series (or multiple series) of Parity Debt issued in the form of Bonds, the lesser of

- (i) 125% of the average Annual Debt Service with respect to that series (or multiple series) of the Bonds,
- (ii) Maximum Annual Debt Service with respect to that series (or multiple series) of the Bonds, or

(iii) with respect to an individual series (or multiple series) of Bonds, 10% of the original principal amount of such series (or multiple series) of Bonds (or, if such series (or multiple series) of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series (or multiple series) of Bonds);

provided, that the Authority may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument meeting the requirements of Section 4.02(c) hereof. If the Reserve Requirement with respect to a particular series of Bonds is secured by a Qualified Reserve Account Credit Instrument that relates only to such series of Bonds, the calculation of Reserve Requirement for such series of Bonds shall be calculated on a stand-alone basis.

“**Reuse Plan**” means the Fort Ord Reuse Plan prepared by the Authority, dated May 1996, as amended and supplemented from time to time.

“**S&P**” means S&P Global Ratings, LLC, a Standard & Poor’s Financial Services LLC business, and its successors.

“**Seaside Authorized Representative**” means _____.

“**Seaside Bond Proceeds Account**” means the account of that name established within the Project Fund.

“**Securities Depositories**” means The Depository Trust Company, New York, New York 10041-0099, Fax-(212) 855-7232; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Authority may designate in a Written Request of the Authority delivered to the Trustee.

“**Serial Bonds**” means all Bonds other than Term Bonds.

“**State**” means the State of California.

“**State Parks**” means the California Department of Park and Recreation.

“**State Parks Authorized Representative**” means _____.

“**State Parks Bond Proceeds Account**” means the account of that name established within the Project Fund.

“**Subordinate Debt**” means any loans, advances or indebtedness issued or incurred by the Authority pursuant to Section 3.06, which are either: (a) payable from, but not secured by a pledge of or lien upon, the Pledged Tax Revenues; or (b) secured by a pledge of or lien upon the Pledged Tax Revenues which is expressly subordinate to the pledge of and lien upon the Pledged Tax Revenues hereunder for the security of the 2019 Bonds, the Existing Bonds and any Parity Debt.

“**Subordinate Debt Instrument**” means any instrument providing for the issuance of Subordinate Debt.

“**Successor Entity**” means, individually and collectively, the City of Marina and any other entity which succeeds thereto to undertake all or any portion of the administration of the Authority, the Authority’s obligations under this Indenture, or payment of the Bonds following the dissolution of the

Authority pursuant to Government Code Section 67700, as it may be amended from time to time, or any successor statute.

“**Supplemental Indenture**” means any resolution, agreement or other instrument which has been duly adopted or entered into by the Authority, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

“**TAMC**” means the Transportation Agency of Monterey County.

“**TAMC Authorized Representative**” means _____.

“**TAMC Bond Proceeds Account**” means the account of that name established within the Project Fund, [to be used within the Project Area of the City of Marina.]

“**Term Bonds**” means (i) the 2019 Bonds maturing on _____ 1, 20__ and _____ 1, 20__, and (ii) that portion of any other Bonds payable from mandatory sinking account payments.

“**Trustee**” means U.S. Bank National Association, as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

“**Written Request of the Authority**” or “**Written Certificate of the Authority**” means a request or certificate, in writing signed by the Administrator or Treasurer of the Authority, or the designee of either, or by any other officer of the Authority or the City duly authorized by the Authority for that purpose.

“**2019 Bonds**” means the \$ _____ Fort Ord Reuse Authority Tax Allocation Bonds, Series 2019A (Federally Taxable).

“**2019 Escrow Term Bonds**” means the \$ _____ and \$ _____ aggregate principal amount of the 2019 Bonds maturing on September 1, 20__ and September 1, 20__, respectively.

“**2019 Insurance Policy**” means the insurance policy issued by the 2019 Insurer guaranteeing the scheduled payment of principal of and interest on the 2019 Bonds when due.

“**2019 Insurer**” means _____, or any successor thereto or assignee thereof.

“**2019 Reserve Policy**” means the Municipal Bond Debt Service Reserve Insurance Policy issued by the 2019 Insurer for the 2019 Bonds.

Section 1.03 Rules of Construction. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

AUTHORIZATION AND TERMS

Section 2.01 Authorization of 2019 Bonds. One initial issue of Bonds is hereby authorized to be issued by the Authority under and subject to the terms of this Indenture, the Act and the Fort Ord Reuse Authority Act. This Indenture constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. Such initial issue of Bonds shall be designated the “Fort Ord Reuse Authority Tax Allocation Bonds, Series 2019A (Federally Taxable)” (the “2019 Bonds”). The 2019 Bonds shall be issued in the initial aggregate principal amount of \$_____.

Section 2.02 Terms of 2019 Bonds. The 2019 Bonds shall be issued in fully registered form without coupons. The 2019 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof, so long as no 2019 Bond shall have more than one maturity date. The 2019 Bonds shall be dated as of their Closing Date. The 2019 Bonds shall be lettered and numbered as the Trustee shall prescribe.

The 2019 Bonds shall mature and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rate per annum as follows:

<i>Maturity Date</i> (_____ 1)	<i>Principal Amount</i> \$	<i>Interest Rate</i> %
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*

* Term Bond.

† 2019 Escrow Term Bonds

Each 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before _____, 20__, in which event it shall bear interest from its Closing Date; provided, however, that if, as of the date of authentication of any 2019 Bond, interest thereon is in default, such 2019 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2019 Bonds (including the final interest payment upon maturity or redemption) is payable when due by check or draft of the Trustee mailed on the Interest Payment Date to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the 2019 Bonds, which written request is on file with the Trustee as of any Record Date, interest on such 2019 Bonds shall be paid on the succeeding Interest Payment Date to such account in the United States as shall be specified in such written request. The principal of the 2019 Bonds and any premium upon redemption, are payable in lawful money of the United States of America upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee.

Section 2.03 Redemption of 2019 Bonds.

(a) Optional Redemption. The 2019 Bonds maturing on or prior to _____ 1, 20__ are not subject to optional redemption. The 2019 Bonds maturing on or after _____ 1, 20__, are subject to optional redemption prior to their respective maturity dates as a whole, or in part by lot, on any date on or after _____ 1, 20__, by such maturity or maturities as shall be directed by the Authority (or in absence of such direction, pro rata by maturity and by lot within a maturity), from any source of available funds. Such optional redemption shall be at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued but unpaid interest to the date fixed for redemption, without premium.

The Authority shall be required to give the Trustee written notice of its intention to redeem 2019 Bonds under this subsection (a) with a designation of the principal amount and maturities to be redeemed at least forty five (45) days prior to the date fixed for such redemption (or such later date as shall be acceptable to the Trustee in the sole determination of the Trustee), and shall transfer to the Trustee for deposit in the Debt Service Fund all amounts required for such redemption not later than the date fixed for such redemption.

(b) Mandatory Sinking Fund Redemption. The 2019 Bonds that are Term Bonds maturing _____ 1, 20__ and _____ 1, 20__ and the 2019 Bonds that are 2019 Escrow Term Bonds maturing _____ 1, 20__, _____ 1, 20__ and _____ 1, 20__ shall also be subject to mandatory redemption in whole, or in part by lot, on _____ 1 in each year, commencing _____ 1, 20__, _____ 1, 20__, _____ 1, 20__, _____ 1, 20__ and _____ 1, 20__, respectively, as set forth below, from sinking fund payments made by the Authority to the Principal Account pursuant to Section 4.02(b), at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on _____ 1 in the respective years as set forth in the following tables; provided however, that (y) in lieu of redemption thereof such Series 2019 Term Bonds may be purchased by the Authority pursuant to Section 2.03(h) hereof, and (z) if some but not all of such Series 2019 Term Bonds have been redeemed pursuant to subsection (a) above, or if some but not all of the 2019 Escrow Term Bonds have been redeemed pursuant to subsection (c) below, the total amount of all future sinking fund

payments shall be reduced by the aggregate principal amount of such Series 2019 Term Bonds or 2019 Escrow Term Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of \$5,000 as determined by the Authority (notice of which determination shall be given by the Authority to the Trustee).

Series 2019 Term Bonds of 20__

_____ ***1*** ***Principal Amount***

\$

†

† Final Maturity.

Series 2019 Term Bonds of 20__

_____ ***1*** ***Principal Amount***

\$

†

† Final Maturity.

Series 2019 Escrow Term Bonds of 20__

_____ ***1*** ***Principal Amount***

\$

†

† Final Maturity.

Series 2019 Escrow Term Bonds of 20__

_____ ***1*** ***Principal Amount***

\$

†

† Final Maturity.

identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(e) Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same interest rate and maturity, of Authorized Denominations, in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(f) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(g) Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection, in such manner as the Trustee shall deem appropriate (subject to the approval of the 2019 Insurer as to the 2019 Bonds, so long as the 2019 Insurance Policy is in full force and effect and the 2019 Insurer has not defaulted on its obligations thereunder), and shall notify the Authority thereof to the extent Bonds are no longer held in book-entry form. In the event of redemption by lot of Bonds, the Trustee shall assign to each Bond then Outstanding a distinctive number for each \$5,000 of the principal amount of each such Bond. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. All Bonds redeemed or purchased pursuant to this Section 2.03 shall be cancelled and destroyed.

(h) Purchase in Lieu of Redemption. In lieu of redemption of the Term Bonds pursuant to the subsection (b) above or pursuant to a Supplemental Indenture, amounts on deposit in the Principal Account may also be used and withdrawn by the Authority and the Trustee, respectively (with the prior written approval of the 2019 Insurer as to the 2019 Bonds so long as the 2019 Insurance Policy is in full force and effect and the 2019 Insurer has not defaulted on its obligations thereunder), at any time, upon the Written Request of the Authority, for the purchase of the Term Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as the Authority may in its discretion determine. The par amount of any Term Bonds so purchased by the Authority in any twelve-month period ending on January 1 in any year shall be credited towards and shall reduce the par amount of the Term Bonds required to be redeemed pursuant to subsection (e) on _____ 1 in each year; provided that evidence satisfactory to the Trustee of such purchase has been delivered to the Trustee by said January 1.

Section 2.04 Form of 2019 Bonds. The 2019 Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the form set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.05 Execution of Bonds. The Bonds shall be executed on behalf of the Authority by the signature of the Chair, Executive Officer or Treasurer or the written designee of any of them

and the signature of the Secretary of the Authority who are in office on the date of execution and delivery of this Indenture or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Authority although on the date of such Bond any such person shall not have been such officer of the Authority.

Only such of the Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore set forth, manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such Certificate shall be conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary Bonds are issued pursuant to Section 2.09 hereof, the temporary Bonds may bear thereon a Certificate of Authentication executed and dated by the Trustee, may be initially registered by the Trustee, and, until so exchanged as provided under Section 2.09 hereof, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.06 Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond shall be surrendered for transfer, the Authority shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like tenor, maturity and aggregate principal amount of Authorized Denominations. The Trustee shall require the payment by the Owner of any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.06. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Authority.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

Section 2.07 Exchange of Bonds. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for Bonds of the same tenor and maturity and of other Authorized Denominations. The Trustee shall require the payment by the Owner of any tax or other governmental charge on the exchange of any Bonds pursuant to this Section 2.07. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Authority.

The Trustee may refuse to exchange, under the provisions of this Section 2.07, either (a) any Bonds during the fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption or (b) any Bonds selected by the Trustee for redemption.

Section 2.08 Registration of Bonds. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection and copying by

the Authority, upon reasonable prior notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books Bonds as hereinbefore provided.

Section 2.09 Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange therefor at the Principal Corporate Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of Authorized Denominations, interest rates and like maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.10 Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond has matured or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee and the Authority). The Authority may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the Authority and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

Section 2.11 Book-Entry System.

(a) Original Delivery. The Bonds shall be initially delivered in the form of a separate single fully registered Bond without coupons (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, neither the Authority nor the Trustee shall have any responsibility or obligation to any Depository System Participant or to any person on behalf of which the Depository System Participant

holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, neither the Authority nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bondowner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the Authority elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bondowner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Authority and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bondowner shall receive a Bond evidencing the obligation of the Authority to make payments of principal, interest and premium, if any, pursuant to this Indenture. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Authority shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Authority and the Trustee shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bondowners. The Trustee agrees to comply with all provisions in such letter with respect to the giving of notices thereunder by the Trustee. In addition to the execution and delivery of such letter, upon written request of the Depository or the Trustee, the Authority may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Authority determines to terminate the Depository as such, then the Authority shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Authority and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Authority fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Article II. Prior to its termination, the Depository shall furnish

the Trustee with the names and addresses of the Depository System Participants and respective ownership interests thereof.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

Section 2.12 Applicability of Provisions to Additional Bonds. Unless otherwise provided in a Supplemental Indenture, the provisions of Sections 2.03(d) through (h) and 2.05 through 2.11 shall apply to additional Bonds.

ARTICLE III

DEPOSIT AND APPLICATION; ADDITIONAL DEBT

Section 3.01 Issuance of Bonds. Upon the execution and delivery of this Indenture, the Authority shall execute and deliver to the Trustee the 2019 Bonds in the aggregate principal amount of \$ _____, and the Trustee shall authenticate and deliver the 2019 Bonds upon the Written Request of the Authority.

Section 3.02 Application of Proceeds of Sale and Certain Other Amounts.

(a) On the Closing Date with respect to the 2019 Bonds, the net proceeds of sale of the 2019 Bonds, being \$ _____ (calculated as the par amount thereof, less net original issue discount in the amount of \$ _____, less the discount of the original purchaser thereof in the amount of \$ _____, and less the portion of the premiums for the 2019 Insurance Policy and the 2019 Reserve Policy allocable to the 2019 Bonds in the amount of \$ _____ paid directly to the 2019 Insurer), shall be paid to the Trustee and applied as follows:

(i) The Trustee shall deposit the amount of \$ _____ in the Costs of Issuance Fund.

(ii) The Trustee shall deposit \$ _____ in the County Bond Proceeds Account of the Project Fund.

(iii) The Trustee shall deposit \$ _____ in the Marina Bond Proceeds Account of the Project Fund.

(iv) The Trustee shall deposit \$ _____ in the MCWD Bond Proceeds Account of the Project Fund.

(v) The Trustee shall deposit \$ _____ in the MST Bond Proceeds Account of the Project Fund.

(vi) The Trustee shall deposit \$ _____ in the State Parks Bond Proceeds Account of the Project Fund.

(vii) The Trustee shall deposit \$ _____ being the remaining amount of proceeds of the 2019 Bonds, in the Seaside Bond Proceeds Account of the Project Fund

(viii) The Trustee shall deposit \$ _____ in the TAMC Bond Proceeds Account of the Project Fund.

(ix) [The Trustee shall transfer \$ _____ to the Fire District.][**Or create Fire District Bond Proceeds Account if costs have not been incurred by the Fire District**]

(x) The Trustee shall deposit \$ _____ in the Escrow Fund.

(xi) The Trustee shall deposit \$ _____ in the Escrow Reserve Sub-Account.

Section 3.03 Costs of Issuance Fund. There is hereby established a separate fund to be known as the “Costs of Issuance Fund,” which shall be held by the Trustee in trust. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance with respect to the 2019 Bonds, upon submission of a Written Request of the Authority stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On the date which is six (6) months following the Closing Date with respect to the 2019 Bonds, or upon the earlier Written Request of the Authority, all amounts (if any) remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Account within the Debt Service Fund, and the Costs of Issuance Fund shall be closed.

Section 3.04 Project Fund.

(a) There shall be established a separate and segregated fund to be known as the “2019 Project Fund” (the “Project Fund”), together with a “County Bond Proceeds Account,” a “Marina Bond Proceeds Account,” a “Seaside Bond Proceeds Account,” a “MCWD Bond Proceeds Account,” a “MST Bond Proceeds Account,” a “State Parks Bond Proceeds Account,” and “TAMC Bond Proceeds Account,” therein.

(b) The moneys in the Project Fund shall be held by the Trustee in trust and applied by the Local Agencies to the payment of the costs of the Project and of expenses incidental thereto.

(i) Before any payment is made from the County Bond Proceeds Account of the Project Fund by the Trustee, the County Authorized Representative, acting as agent of the County, shall cause to be filed with the Trustee a certificate of the County in the form set forth in Exhibit B. The County Authorized Representative may in its sole discretion direct the Trustee to transfer moneys from the County Bond Proceeds Account to any of the Marina Bond Proceeds Account, the Seaside Bond Proceeds Account, the MCWD Bond Proceeds Account, the MST Bond Proceeds Account, the State Parks Bond Proceeds Account, or the TAMC Bond Proceeds Account.

(ii) Before any payment is made from the Marina Bond Proceeds Account of the Project Fund by the Trustee, the Marina Authorized Representative, acting as agent of the City of Marina, shall cause to be filed with the Trustee a certificate of the City of Marina in the form set forth in Exhibit B. The Marina Authorized Representative may in its sole discretion direct the Trustee to transfer moneys from the Marina Bond Proceeds Account to any of the County Bond Proceeds

Account, the Seaside Bond Proceeds Account, the MCWD Bond Proceeds Account, the MST Bond Proceeds Account, the State Parks Bond Proceeds Account, or the TAMC Bond Proceeds Account.

(iii) Before any payment is made from the Seaside Bond Proceeds Account of the Project Fund by the Trustee, the Seaside Authorized Representative, acting as agent of the City of Seaside, shall cause to be filed with the Trustee a certificate of the City of Seaside in the form set forth in Exhibit B. The Seaside Authorized Representative may in its sole discretion direct the Trustee to transfer moneys from the Seaside Bond Proceeds Account to any of the County Bond Proceeds Account, the Marina Bond Proceeds Account, the MCWD Bond Proceeds Account, the MST Bond Proceeds Account, the State Parks Bond Proceeds Account, or the TAMC Bond Proceeds Account.

(iv) Before any payment is made from the MCWD Bond Proceeds Account of the Project Fund by the Trustee, the MCWD Authorized Representative, acting as agent of MCWD, shall cause to be filed with the Trustee a certificate of MCWD in the form set forth in Exhibit B. The MCWD Authorized Representative may in its sole discretion direct the Trustee to transfer moneys from the MCWD Bond Proceeds Account to any of the Marina Bond Proceeds Account, the Seaside Bond Proceeds Account, the County Bond Proceeds Account, the MST Bond Proceeds Account, the State Parks Bond Proceeds Account, or the TAMC Bond Proceeds Account.

(v) Before any payment is made from the MST Transit Bond Proceeds Account of the Project Fund by the Trustee, the MST Authorized Representative, acting as agent of MST, shall cause to be filed with the Trustee a certificate of MST in the form set forth in Exhibit B. The MST Authorized Representative may in its sole discretion direct the Trustee to transfer moneys from the MST Bond Proceeds Account to any of the Marina Bond Proceeds Account, the Seaside Bond Proceeds Account, the County Bond Proceeds Account, the MCWD Bond Proceeds Account, the State Parks Bond Proceeds Account, or the TAMC Bond Proceeds Account.

(vi) Before any payment is made from the State Parks Bond Proceeds Account of the Project Fund by the Trustee, the State Parks Authorized Representative, acting as agent of the State Parks, shall cause to be filed with the Trustee a certificate of the State Parks in the form set forth in Exhibit B. The State Parks Authorized Representative may in its sole discretion direct the Trustee to transfer moneys from the State Parks Bond Proceeds Account to any of the Marina Bond Proceeds Account, the Seaside Bond Proceeds Account, the County Bond Proceeds Account, the MCWD Bond Proceeds Account, the MST Bond Proceeds Account, or the TAMC Bond Proceeds Account.

(vii) Before any payment is made from the TAMC Bond Proceeds Account of the Project Fund by the Trustee, the TAMC Authorized Representative, acting as agent of the TAMC, shall cause to be filed with the Trustee a certificate of the TAMC in the form set forth in Exhibit B. The TAMC Authorized Representative may in its sole discretion direct the Trustee to transfer moneys from the TAMC Bond Proceeds Account to any of the Marina Bond Proceeds Account, the Seaside Bond Proceeds Account, the County Bond Proceeds Account, the MCWD Bond Proceeds Account, the MST Bond Proceeds Account, or the State Parks Bond Proceeds Account.

(c) Upon receipt of an executed certificate pursuant to Section 3.04(b), the Trustee will pay the amount that is set forth in such certificate as directed by the terms thereof or disburse funds to the applicable Local Agency for such payment as directed by such Local Agency's authorized representative in such certificate. The Trustee need not make any such payment if it has received notice of any lien, right to lien, attachment upon or claim affecting the right to receive payment of any

of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

(d) It is hereby expressly understood and agreed that the Trustee shall be under no liability of any kind or character whatsoever for the payment of any cost of the Project and that all such costs and expenses shall be paid by the Authority or the applicable Local Agency.

Section 3.05 Issuance of Parity Debt. In addition to the 2019 Bonds, the Authority may issue additional bonds (including pursuant to a Supplemental Indenture) or incur other loans, advances or indebtedness payable from Pledged Tax Revenues on a parity with the 2019 Bonds as provided in this Section 3.05. **[Discuss]**

(a) The Authority may issue and deliver any such Parity Debt to refund outstanding Bonds or Parity Debt in such principal amount as shall be determined by the Authority subject to the following specific conditions all of which are hereby made conditions precedent to the issuance and delivery of such Parity Debt:

(i) No default, Event of Default (or, unless otherwise permitted by the 2019 Insurer so long as the 2019 Insurance Policy is in full force and effect and the 2019 Insurer is not in default on its obligations thereunder, event which, once all notice or grace periods have passed, would constitute an Event of Default) under the Indenture or under any Parity Debt Instrument shall have occurred and be continuing unless such event of default shall be cured by the issuance of such Parity Debt;

(ii) Scheduled debt service with respect to such Parity Debt shall not exceed scheduled debt service on the 2019 Bonds being refunded in any year;

(iii) In the event the Authority issues additional Bonds pursuant to a Supplemental Indenture:

(A) interest on such Parity Debt shall be payable on _____ 1 and _____ 1 in each year of the term of such Parity Debt except the first twelve-month period, during which interest may be payable on any _____ 1 or _____ 1,

(B) principal of such Parity Debt shall be payable on _____ 1 in any year in which principal is payable, and

(C) the Authority shall cause the amount on deposit in the Reserve Account to equal the Reserve Requirement; and

(iv) The Authority shall deliver to the Trustee a Written Certificate of the Authority certifying that the conditions precedent to the issuance of such Parity Debt set forth above in this subsection (a) have been satisfied.

(b) The Authority may also issue and deliver Parity Debt for the purpose of financing additional public capital facilities under the Reuse Plan or as otherwise provided by the Fort Ord Reuse Authority Act, subject to the following specific conditions all of which are hereby made conditions precedent to the issuance and delivery of such Parity Debt:

(i) No event of default under the Indenture or under any Parity Debt Instrument shall have occurred and be continuing unless such event of default shall be cured by the issuance of such Parity Debt;

(ii) In the event the Authority issues additional Bonds pursuant to a Supplemental Indenture:

(A) interest on such Parity Debt shall be payable on _____ 1 and _____ 1 in each year of the term of such Parity Debt except the first twelve-month period, during which interest may be payable on any _____ 1 or _____ 1,

(B) principal of such Parity Debt shall be payable on _____ 1 in any year in which principal is payable, and

(C) the Authority shall cause the amount on deposit in the Reserve Account to equal the Reserve Requirement; and

(iii) The Pledged Tax Revenues for the then current Fiscal Year plus, at the option of the Authority, the Additional Allowance as set forth in a Written Certificate of the Authority filed with the Trustee, shall be equal to one hundred ten percent (110%) of Maximum Annual Debt Service (exclusive of debt service due on the proceeds of any Parity Debt deposited in an escrow fund pursuant to the terms of a Supplemental Indenture which are not secured by Pledged Tax Revenues) on all Bonds and all Parity Debt which will be Outstanding following the issuance of such Parity Debt.

(iv) The Authority will deliver to the Trustee a Written Certificate of the Authority certifying that the conditions precedent to the issuance of such Parity Debt set forth above in this subsection (b) have been satisfied.

Section 3.06 Issuance of Subordinate Debt. The Authority may issue or incur Subordinate Debt in such principal amount as shall be determined by the Authority. Such Subordinate Debt may be payable from any assets or property of the Authority, including Pledged Tax Revenues, on a subordinate basis to the payment of debt service on the Bonds. Any principal and interest payments on such Subordinate Debt shall be payable on the same dates as the 2019 Bonds and shall be subordinate and junior to the replenishment of the Reserve Account and reimbursement of all amounts due to the 2019 Insurer relating to the 2019 Insurance Policy or the 2019 Reserve Policy.

ARTICLE IV

SECURITY OF BONDS; FLOW OF FUNDS

Section 4.01 Security of Bonds; Equal Security. Except as may otherwise be provided below and in Section 6.06, the 2019 Bonds and any Parity Debt shall be equally secured by a pledge of, security interest in and lien on all of the Pledged Tax Revenues, and the 2019 Bonds and any additional Bonds shall also be secured by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Redemption Account and the Reserve Account (including any subaccounts therein) without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery. Except for the Pledged Tax Revenues and such moneys, no funds or properties of the Authority shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if

any) on the Bonds. After the County has (a) delivered all amounts to the Trustee required to make the deposits to the Debt Service Fund described in Section 4.02, subsections (a), (b), (c) (if applicable), and (d), for the applicable Bond Year, and (b) paid all amounts due to the 2019 Insurer hereunder and to any Insurer of Parity Debt pursuant to a Parity Debt Instrument, then all additional Pledged Tax Revenues collected by the County for allocation to the Authority shall be released from the pledge and lien hereunder and shall be disbursed in accordance with Health and Safety Code Section 33492.71, subdivision (c)(1)(A) or subdivision (c)(1)(D), as applicable. [Notwithstanding the foregoing, any payments due to the City of Marina, the City of Seaside or the County which are payable from Pledged Tax Revenues pursuant to the Implementation Agreements may be paid prior to the deposits into the Debt Service Fund required by Section 4.02 unless such payments have been subordinated to payment of the Bonds.] **[Delete upon certification from Marina, Seaside and the County that such payments are not required or are subordinate in priority to the Bonds.]**

In the event the Authority or any Successor Entity receives any moneys that constitute Pledged Tax Revenues, and until and unless (i) all deposits to the Debt Service Fund described in Section 4.02, subsections (a), (b), (c) (if applicable), and (d), and (ii) all amounts due to the 2019 Insurer hereunder and to any Insurer of Parity Debt pursuant to a Parity Debt Instrument, have been made in full for the applicable Bond Year, then the Authority shall promptly (A) transfer to the Trustee for deposit in the Debt Service Fund any remaining amounts required to be deposited into the Debt Service Fund for such Bond Year pursuant to Section 4.02, subsections (a), (b), (c) (if applicable), and (d), and (B) pay all remaining amounts due to the 2019 Insurer hereunder and to any Insurer of Parity Debt pursuant to a Parity Debt Instrument, in that order of priority, until all such amounts are paid in full for such Bond Year. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Bonds and the payment in full of all other amounts payable hereunder and under any Supplemental Indentures or other Parity Debt Instrument, neither the Authority nor any Successor Entity shall have any beneficial right to or interest in the Pledged Tax Revenues, except as may be provided in this Indenture and in any Supplemental Indenture or other Parity Debt Instrument.

Amounts in the Project Fund and the Administrative Expense Account are not pledged to the repayment of the Bonds. Any facilities financed by the Authority are not in any way pledged to the repayment of the Bonds. Any proceeds of condemnation or destruction of any facilities financed by the Authority are not pledged to repayment of the Bonds and are free and clear of any lien or obligation imposed hereunder.

The Authority shall not be obligated to make any payments required hereunder or under any Bond, or be deemed to incur any liability hereunder or by reason hereof or arising out of any of the transactions contemplated hereby, payable from any funds or assets other than the Pledged Tax Revenues as provided herein. The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto will not constitute an indebtedness or an obligation of the Authority, the members and officers of the Authority, any agency, any district, any city, the County, the State or any other political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a special obligation of the Authority, payable solely from the Pledged Tax Revenues duly pledged therefor. Neither the faith and credit nor the taxing power of the Authority, any member of the Authority, any agency, any district, any city, the County, the State or any political subdivision thereof is pledged to the payment of the Bonds.

In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Authority and

the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 4.02 Deposit of Amounts by Trustee. There is hereby established a trust fund to be known as the Debt Service Fund, which shall be held by the Trustee hereunder in trust. Pledged Tax Revenues available for distribution to, or received by, the Authority in any Bond Year shall be transferred by the County or the Authority, as applicable, to the Trustee in the following amounts, at the following times, and deposited by the Trustee in the following respective special accounts, which are hereby established in the Debt Service Fund, and in the following order of priority:

(a) Interest Account. Not later than the fifth (5th) Business Day preceding each Interest Payment Date, commencing with the Interest Payment Date of _____ 1, 2020 (with respect to the 2019 Bonds), the Authority or the County, as applicable, shall transfer to the Trustee, for deposit in the Interest Account an amount which when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity pursuant to this Indenture).

(b) Principal Account. Not later than the fifth (5th) Business Day preceding _____ 1 in each year beginning _____ 1, 2019 (with respect to the 2019 Bonds), the Authority or the County, as applicable, shall transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then contained in the Principal Account, will be equal to the principal becoming due and payable on the Outstanding Serial Bonds and Outstanding Term Bonds, including pursuant to mandatory sinking account redemption, on the next _____ 1. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal to become due on the next _____ 1 on all of the Outstanding Serial Bonds and Term Bonds. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Serial Bonds and the Term Bonds, including by mandatory sinking account redemption, as the same shall become due and payable.

(c) Reserve Account. There is hereby established in the Debt Service Fund a separate account known as the "Reserve Account" solely as security for payments payable by the Authority pursuant to this Section 4.02 and pursuant to any Supplemental Indenture or other Parity Debt Instrument, which shall be held by the Trustee in trust for the benefit of the Owners of the Bonds and any Parity Debt. The Reserve Requirement for the 2019 Bonds will be satisfied by the delivery of the 2019 Reserve Policy by the 2019 Insurer on the Closing Date with respect to the 2019 Bonds. The Authority will have no obligation to replace the 2019 Reserve Policy or to fund the Reserve Account with cash if, at any time that the 2019 Bonds are Outstanding, any rating assigned to the 2019 Insurer is downgraded, suspended or withdrawn or amounts are not available under the 2019 Reserve Policy other than in connection with a draw on the 2019 Reserve Policy.

Except as provided in the preceding paragraph and as may be provided in a Supplemental Indenture or Parity Debt Instrument, in the event that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Trustee shall promptly notify the Authority of such fact. Upon receipt of any such notice and as promptly as is permitted by the Law, the Authority shall transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account.

Notwithstanding anything to the contrary set forth herein: (i) the amounts on deposit in the Reserve Account shall be applied solely to the payment of debt service on the Bonds; and (ii) the amounts available under the 2019 Reserve Policy shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and the Principal Account in such order of priority, in the event of any deficiency at any time in any of such accounts with respect to the payment of debt service on the 2019 Bonds.

The Trustee shall ascertain the necessity for a claim upon the 2019 Reserve Policy in accordance with the provisions of this Section 4.02(c) and provide notice to the 2019 Insurer in accordance with the terms of the 2019 Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the 2019 Bonds.

Except as provided above, the amount on deposit in the Reserve Account shall be maintained at the Reserve Requirement at all times prior to the payment of the Bonds and any Parity Debt in full. If there shall then not be sufficient Pledged Tax Revenues to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account, the Authority shall be obligated to continue making transfers as Pledged Tax Revenues become available until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. No such transfer and deposit need be made to the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement. All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers hereunder to the Interest Account and the Principal Account, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the Authority is not in default hereunder, any amount in the Reserve Account in excess of the Reserve Requirement shall be withdrawn from the Reserve Account semiannually on or before two (2) Business Days preceding each Interest Payment Date by the Trustee and deposited in the Interest Account. All amounts in the Reserve Account on the Business Day preceding the final Interest Payment Date shall be withdrawn from the Reserve Account and shall be transferred to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made pursuant to this Section 4.02.

With the prior written consent of the 2019 Insurer, the Authority shall have the right at any time to direct the Trustee to release funds from the Reserve Account, in whole or in part, by tendering to the Trustee: (i) a Qualified Reserve Account Credit Instrument; and (ii) an opinion of Bond Counsel stating that neither the release of such funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on any Parity Debt the interest on which is excluded from gross income of the owners thereof for federal income tax purposes to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Trustee, and upon delivery by the Authority to the Trustee of written calculation of the amount permitted to be released from the Reserve Account (upon which calculation the Trustee may conclusively rely), the Trustee shall transfer such funds from the Reserve Account to the Authority to be applied in accordance with the Law. The Trustee shall comply with all documentation relating to a Qualified Reserve Account Credit Instrument as shall be required to maintain such Qualified Reserve

Account Credit Instrument in full force and effect and as shall be required to receive payments thereunder in the event and to the extent required to make any payment when and as required under this paragraph (d). Upon the expiration of any Qualified Reserve Account Credit Instrument, the Authority shall either (i) replace such Qualified Reserve Account Credit Instrument with a new Qualified Reserve Account Credit Instrument, or (ii) deposit or cause to be deposited with the Trustee an amount of funds equal to the Reserve Requirement, to be derived from the first legally available Pledged Tax Revenues. If the Reserve Requirement is being maintained partially in cash and partially with a Qualified Reserve Account Credit Instrument, including the 2019 Reserve Policy, the cash shall be first used to meet any deficiency which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.02(a) or 4.02(b) of this Indenture. If the Reserve Requirement is being maintained with two or more Qualified Reserve Account Credit Instruments, including the 2019 Reserve Policy, on which there is available coverage, any draw to meet a deficiency which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.02(a), 4.02(b) or 4.02(c) of this Indenture shall be pro-rata with respect to each such instrument after applying all cash and investments in the Reserve Account. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regarding to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

The Reserve Account may be maintained in the form of one or more separate sub-accounts which are established for the purpose of holding the proceeds of separate issues of the Bonds and any Parity Debt to the extent directed by the Authority in writing to the Trustee. Unless otherwise provided pursuant to a Supplemental Indenture or Parity Debt Instrument, a subaccount established in the Reserve Account shall secure only the series of Bonds to which it relates.

(d) Administrative Expense Account. Immediately following the deposits required by subsections (a), (b), and (if applicable) (c) of this Section 4.02, the Authority or the County, as applicable, shall transfer to the Trustee an amount which, when added to the amount contained in the Administrative Expense Account on that date, will be equal to the Administrative Expenses for the applicable Bond Year. Amounts in the Administrative Expense Account shall be withdrawn by the Trustee and paid to or as directed by the Authority or the County, as applicable, upon receipt by the Trustee of a certificate signed by the Executive Officer of the Authority Authorized Representative, an authorized representative of a Successor Entity, or the [County Authorized Representative], as applicable, stating the amount to be withdraw, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(e) Redemption Account. On or before the Business Day preceding any date on which Bonds are to be redeemed pursuant to Section 2.03(a), the Trustee shall withdraw from the Debt Service Fund any amount transferred by the Authority pursuant to Section 2.03(a) for deposit in the Redemption Account, such amount being the amount required to pay the principal of and premium, if any, on the 2019 Bonds and on other Bonds to be redeemed on such date pursuant to Section 2.03(a) or a similar provision of a Supplemental Indenture. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and premium, if any, on the 2019 Bonds and on such other Bonds to be redeemed pursuant to Section 2.03(a) or a similar provision of a Supplemental Indenture on the date set for such redemption. Interest due on the 2019 Bonds or such other Bonds to be redeemed on the date set for redemption shall, if applicable, be paid from funds available therefor in the Interest Account. Notwithstanding the foregoing, at any time

prior to giving notice of redemption of any such 2019 Bonds or such other Bonds, the Trustee may, at the direction of the Authority, apply amounts deposited or otherwise to be deposited in the Redemption Account to the purchase of the 2019 Bonds or such other Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest on such 2019 Bonds or such other Bonds, which is payable from the Interest Account) as shall be directed by the Authority.

Section 4.03 Escrow Fund. There is hereby established a separate fund to be known as the “Escrow Fund” which shall be held in trust by the Trustee. The Trustee shall deposit in the Escrow Fund from the proceeds of the 2019 Bonds the amount specified in Section 3.02. Such amounts shall be retained in the Escrow Fund and applied as follows:

(a) On any date at least forty-five (45) days prior to December 1, 20__ (or such later date as may be permitted under subsection (d) below), the Authority may deliver to the Trustee a Written Certificate of the Authority accompanied by a Report which identifies (A) the amount of Pledged Tax Revenues received or estimated to be received by the Authority in the then current Fiscal Year, (B) the amount proposed to be released from the Escrow Fund, (C) the Maximum Annual Debt Service resulting from such release, and (D) the amount to be transferred to the Reserve Account from the Escrow Reserve Sub-Account. Such Written Certificate of the Authority and Report shall certify that (1) the amount of Pledged Tax Revenues identified in such Written Certificate of the Authority and Report at least equals one hundred ten percent (110%) of the Maximum Annual Debt Service identified in such Written Certificate of the Authority and Report, and (2) the amount to remain on deposit in the Escrow Fund, following the proposed transfer, together with the amount remaining on deposit in the Escrow Reserve Sub-Account, will be sufficient to pay principal and interest due on the 2019 Escrow Term Bonds other than the portion thereof in a principal amount equal to the amounts then to be transferred and theretofore transferred from the Escrow Fund pursuant to the following sentence. Following receipt of such Written Certificate of the Authority and Report, on which the Trustee may conclusively rely, the Trustee shall withdraw from the Escrow Fund the amount identified in such Written Certificate of the Authority and Report and transfer such amount to the Project Fund. Amounts transferred to the Project Fund shall be transferred by the Trustee to the following sub-accounts in the Project Fund in the following percentages of the total amount transferred to the Project Fund: __% to the County Bond Proceeds Account, __% to the Marina Bond Proceeds Account and __% to the Seaside Bond Proceeds Account.

(b) On each Interest Payment Date on and prior to December 1, 20__ (or such later date as may be permitted under subsection (d) below), the Trustee shall transfer from the Escrow Fund to the Debt Service Fund an amount equal to the interest due on the 2019 Escrow Term Bonds in a principal amount equal to \$_____ (less any principal amount theretofore transferred to the Authority pursuant to Section 4.03(a) above).

(c) Any moneys remaining in the Escrow Fund, together with the amounts on deposit in the Escrow Reserve Sub-Account pursuant to Section 4.04(b) below, on the date which is forty-five (45) days prior to December 1, 20__ (or such later date as may be permitted under subsection (d) below) shall be transferred by the Trustee to the Redemption Account to be applied on December 1, 20__ (or such later date as may be permitted under subsection (d) below) to the redemption of 2019 Escrow Term Bonds pursuant to Section 2.03(b); provided, however, if all \$_____ aggregate principal amount of the 2019 Escrow Term Bonds are released from the Escrow Fund and Escrow Reserve Sub-Account pursuant to subsection (a) above, all remaining funds on deposit in the Escrow Fund shall be transferred by the Trustee to the Debt Service Fund.

(d) Notwithstanding the provisions of Section 4.03(c) above, the Authority may extend the date upon which moneys on deposit in the Escrow Fund shall be transferred to the Redemption Account to such later date as directed to the Trustee in a Written Certificate of the Authority, provided that the Trustee shall, 45 days prior to December 1, 20__ (or, if the Escrow Fund has been previously extended pursuant to this Section 4.03(d), 45 days prior to such new date as previously directed to the Trustee in such Written Certificate of the Authority), have received the following:

(i) A Written Certificate of the Authority requesting such extension and specifying the new date for the transfer of moneys on deposit in the Escrow Fund to the Redemption Account and the date for the redemption of the 2019 Escrow Term Bonds.

(ii) Deposit of moneys from any legally available source into the Escrow Fund in an amount sufficient so that the amounts then on deposit in the Escrow Fund, together with the amounts on deposit in the Escrow Reserve Sub-Account, will be sufficient to redeem the 2019 Escrow Term Bonds (other than the portion thereof in a principal amount previously transferred to the Project Fund, if any, pursuant to Section 4.03(a)) on the date specified by the Authority pursuant to Section 4.03(d)(i) above and pay any accrued interest thereon to the date of redemption.

(iii) A Report of an Independent Fiscal Consultant or an Independent Accountant certifying that the amounts on deposit in the Escrow Fund and the Escrow Reserve Sub-Account are sufficient to redeem the 2019 Escrow Term Bonds (other than the portion thereof in a principal amount previously transferred to the Project Fund, if any, pursuant to Section 4.03(a)) on the date specified in the Written Certificate of the Authority pursuant to Section 4.03(d)(i) above and pay any accrued interest thereon to the date of redemption.

Upon receipt of the items required by Section 4.03(d)(i), (ii) and (iii), the Trustee shall promptly mail to the Owners of the 2019 Escrow Term Bonds and the Original Purchaser written notice of the date specified in the Written Certificate of the Authority pursuant to 4.03(d)(i) above.

(e) Investment earnings on amounts in the Escrow Fund shall be transferred on each Interest Payment Date to the Debt Service Fund to pay interest or principal on the 2019 Bonds.

(f) When all amounts on deposit in the Escrow Fund have been disbursed, the Escrow Fund shall be closed.

(g) Amounts on deposit in the Escrow Fund shall be invested in Permitted Investments as specified in the Written Request of the Authority filed with the Trustee; provided that such Permitted Investments shall mature no later than December 1, 20__ or if the Escrow Fund is extended pursuant to Section 4.03(d) above, not later than the date specified in the Written Certificate of the Authority pursuant to Section 4.03(d)(i).

Section 4.04 Escrow Reserve Sub-Account. There is hereby established a subaccount within the Reserve Account known as the “Escrow Reserve Sub-Account,” which shall be held in trust by the Trustee. So long as moneys are held by the Trustee in the Escrow Fund, the moneys on deposit in the Escrow Reserve Sub-Account shall be held by the Trustee in trust for the exclusive benefit of the 2019 Escrow Term Bond Owners. Amounts on deposit in the Escrow Reserve Sub-Account shall not be included in calculating the Reserve Requirement.

(a) Upon the release of moneys from the Escrow Fund pursuant to Section 4.03(a), the Trustee shall transfer from the Escrow Reserve Sub-Account to the Reserve Account the amount set forth in the Written Certificate of the Authority required pursuant to Section 4.03(a).

(b) In the event of a transfer of the amounts on deposit in the Escrow Fund to the Redemption Account pursuant to Section 4.03(c), the Trustee shall transfer all amounts remaining on deposit in the Escrow Reserve Sub-Account to the Redemption Account to be applied to the redemption of 2019 Escrow Term Bonds pursuant to Section 2.03(c).

Amounts on deposit in the Escrow Reserve Sub-Account may be commingled with other amounts on deposit in the Reserve Account for investment purposes.

ARTICLE V

OTHER COVENANTS OF THE AUTHORITY AND THE COUNTY

Section 5.01 Punctual Payment. The Authority shall punctually pay or cause to be paid the principal and interest to become due in respect of all the Bonds together with the premium thereon, if any, in strict conformity with the terms of the Bonds and of this Indenture. The Authority shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture, all Supplemental Indentures and the Bonds. Nothing herein contained shall prevent the Authority from making advances of its own moneys howsoever derived to any of the uses or purposes referred to herein.

Section 5.02 Limitation on Additional Indebtedness; Against Encumbrances. The Authority hereby covenants that, so long as the Bonds are Outstanding, the Authority shall not issue any bonds, notes or other obligations, enter into any agreement or otherwise incur any indebtedness, which is in any case payable from all or any part of the Pledged Tax Revenues except for obligations issued in accordance with Sections 3.05 or 3.06 hereof. The Authority will not otherwise encumber, pledge or place any charge or lien upon any of the Pledged Tax Revenues or other amounts pledged to the Bonds superior or equal to the pledge and lien herein created for the benefit of the Bonds.

Section 5.03 Extension of Payment. The Authority will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Bond or claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding the Bonds or claims for interest in any other manner. In case the maturity of any such Bond or claim for interest shall be extended or funded, whether or not with the consent of the Authority, such Bond or claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04 Enforcement of Irrevocable Instructions. The Authority hereby covenants to take such actions within its power as may be reasonable and necessary to compel the County Auditor-Controller to comply with the direction set forth in the Irrevocable Instructions to transfer to the Trustee for deposit in the Debt Service Fund, all amounts required to comply with Section 4.02 (a) through (d) and any amounts required to pay principal and interest payments due on any Parity Debt, and any deficiency in the related reserve accounts for such related Parity Debt.

Section 5.05 Payment of Claims. The Authority shall promptly pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Authority or upon the Pledged Tax Revenues or other amounts pledged to the payment of the Bonds, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing herein contained shall require the Authority to make any such payment so long as the Authority in good faith shall contest the validity of said claims.

Section 5.06 Books and Accounts; Financial Statements. The Authority shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Authority, in which complete and correct entries shall be made of all transactions relating to the Pledged Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the 2019 Insurer, any other Insurer and the Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

The Authority agrees, consents and will cooperate in good faith to provide information reasonably requested by the 2019 Insurer and will further provide appropriately designated individuals and officers to discuss the affairs, finances and accounts of the Authority or any other matter as the 2019 Insurer may reasonably request.

Section 5.07 Protection of Security and Rights of Owners. The Authority will preserve and protect the security of the Bonds and the rights of the Owners. From and after the Closing Date with respect to the 2019 Bonds, the 2019 Bonds shall be incontestable by the Authority. Each of the Authority and the Trustee covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of Pledged Tax Revenues under applicable law.

Section 5.08 Payments of Taxes and Other Charges. Except as otherwise provided herein, the Authority will pay and discharge, or cause to be paid and discharged, all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Authority or the properties then owned by the Authority in the Project Areas, or upon the revenues therefrom when the same shall become due. Nothing herein contained shall require the Authority to make any such payment so long as the Authority in good faith shall contest the validity of said taxes, assessments or charges. The Authority will duly observe and conform with all valid requirements of any governmental authority relative to the Project Areas or any part thereof.

Section 5.09 Maintenance of Pledged Tax Revenues. The Authority shall comply with all requirements of the Law and the Dissolution Act to ensure the allocation and payment to it of the Pledged Tax Revenues. The Authority shall not undertake proceedings for amendment of the Reuse Plan or the Authority's transition plan if such amendment shall result in a reduction in the amount of Pledged Tax Revenues available to pay the Bonds unless the Authority shall first obtain a written opinion of an Independent Fiscal Consultant that such payments will not impair the Authority's ability to pay debt service on the Bonds.

Section 5.10 Continuing Disclosure. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Owner or

beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.11 Provisions Regarding Dissolution of Authority and Successor Entities. Upon dissolution of the Authority pursuant to Government Code Section 67700, as it may be amended from time to time, or any successor statute, the Successor Entity shall be entitled to receive payment of reasonable fees and expenses in connection with their activities under this Indenture, and such fees and expenses shall constitute Administrative Expenses. From and after the dissolution of the Authority pursuant to Government Code Section 67700 (or any successor statute), all references to the Authority set forth in this Indenture shall refer to such Successor Entity, as the context may dictate.

Section 5.12 Further Assurances. The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Indenture.

ARTICLE VI

THE TRUSTEE

Section 6.01 Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Authority may remove the Trustee at any time, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time the Authority has knowledge that the Trustee shall cease to be eligible in accordance with subsection (f) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of written notice of such removal by the Authority to the Trustee, with a copy to any Insurer, whereupon the Authority shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and by giving the Owners and any Insurer notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing, with notice of such appointment to be furnished to any Insurer.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee (and, while any 2019 Bonds are Outstanding, the approval of the 2019 Insurer). If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction at the expense of the Authority for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing, acknowledging and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall cause either the predecessor Trustee or the successor Trustee to mail a notice of the succession of such Trustee to the trusts hereunder to each rating Authority which then has a current rating on the Bonds and to the Owners at their respective addresses shown on the Registration Books.

(e) If an Event of Default hereunder occurs with respect to any Bonds of which the Trustee has been given or is deemed to have notice, as provided in Section 6.03(d) hereof, then the Trustee shall immediately give written notice thereof, by first-class mail to any Insurer and the Owner of each such Bond, unless such Event of Default shall have been cured before the giving of such notice; provided, however, that unless such Event of Default consists of the failure by the Authority to make any payment when due, the Trustee shall, within thirty (30) days of the Trustee's knowledge thereof, give such notice to any Insurer, and the Trustee, with the consent of any Insurer may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Bondowners not to give such notice.

(f) The Authority agrees that, so long as any Bonds or any Parity Debt are Outstanding, the Trustee shall be a financial institution having a trust office in the State, having (or in the case of a corporation or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state authority. If such financial institution publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such financial institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (f), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 6.02 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (f) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03 Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Authority, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of this Indenture or of the security for the Bonds or the tax status of interest thereon nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or misconduct. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee and its officers and employees may become the Owner of any Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(c) The Trustee shall not be liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or misconduct of the Trustee. Where the Trustee is given the permissive right to do things enumerated in this Indenture, such right shall not be construed as a mandatory duty.

(d) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer shall have actual knowledge thereof, or shall have received written notice thereof from the Authority at its Principal Corporate Trust Office. In the absence of such actual knowledge or notice, the Trustee may conclusively assume that no Event of Default has occurred and is continuing under this Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by any other party of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee may rely conclusively on the Authority's certificates to establish the Authority's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Pledged Tax Revenues into the Debt Service Fund.

(e) The Trustee shall have no liability or obligation to the Bondowners with respect to the payment of debt service on the Bonds by the Authority or with respect to the observance or performance by the Authority of the other conditions, covenants and terms contained in this Indenture, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Authority pursuant to this Indenture or otherwise.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys or receivers and the Trustee shall not be responsible for any intentional misconduct or negligence on the part of any agent, attorney or receiver appointed with due care by it hereunder.

(h) The Trustee shall have no responsibility, opinion, or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(i) Before taking any action under Article VIII or this Article at the request of the Owners or any Insurer, the Trustee may require that a satisfactory indemnity bond be furnished by the Owners or any Insurer for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(j) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(1) The Trustee shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Section 6.04 Right to Rely on Documents and Opinions. The Trustee shall have no liability in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, facsimile transmission, electronic mail, or other paper or document reasonably believed by it to be genuine and to have been signed or prescribed by the proper party or parties, and shall not be required to make any investigation into the facts or matters contained thereon. The Trustee may consult with counsel, including, without limitation, counsel of or to the Authority, with regard to legal questions, and, in the absence of negligence or intentional misconduct by the Trustee, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Authority, which shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant or Independent Fiscal Consultant appointed by the Authority.

Section 6.05 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times upon reasonable notice to the inspection of and copying by the Authority and any Insurer and any Owner, and their agents and representatives duly authorized in writing, during regular business hours and under reasonable conditions.

Section 6.06 Compensation and Indemnification. The Authority shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture in accordance with the letter proposal from the Trustee approved by the Authority and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture. The Trustee shall have a lien on the Pledged Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel).

The Authority further covenants and agrees to indemnify, defend and save the Trustee and its officers, directors, agents and employees, harmless against any loss, expense and liabilities including legal fees and expenses which it may incur to the extent arising out of or in connection with the exercise

and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Authority and the rights of the Trustee under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Trustee's compensation under this Indenture shall constitute Administrative Expenses.

Section 6.07 Deposit and Investment of Moneys in Funds. Moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Reserve Account, the Redemption Account and the Costs of Issuance Fund shall be invested by the Trustee in Permitted Investments as directed by the Authority in the Written Request of the Authority filed with the Trustee, except that moneys in the Reserve Account shall not be invested in Permitted Investments having a maturity of more than five (5) years, unless any such Permitted Investment is described in clause (g) of the definition thereof. In the absence of any such Written Request of the Authority, the Trustee shall invest any such moneys in Permitted Investments described in clause (d) of the definition thereof, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the Authority specifying a specific money market fund and, if no such Written Request of the Authority is so received, the Trustee shall hold such moneys uninvested. The Trustee shall be entitled to rely conclusively upon the written instructions of the Authority directing investments in Permitted Investments as to the fact that each such investment is permitted by the laws of the State, and shall not be required to make further investigation with respect thereto. With respect to any restrictions set forth in the above list which embody legal conclusions (e.g., the existence, validity and perfection of security interests in collateral), the Trustee shall be entitled to rely conclusively on an opinion of counsel or upon a representation of the provider of such Permitted Investment obtained at the Authority's expense. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder shall be deposited in the Interest Account; provided, however, that all interest or gain from the investment of amounts in the Reserve Account shall be deposited by the Trustee in the Interest Account only to the extent not required to cause the balance in the Reserve Account to equal the Reserve Requirement. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made at the direction of the Authority or otherwise made in accordance with this Section. For investment purposes only, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker. The Trustee will furnish the Authority monthly cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder. Upon the Authority's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request.

All moneys held by the Trustee shall be held in trust, but need not be segregated from other funds unless specifically required by this Indenture. Except as specifically provided in this Indenture, the Trustee shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the Authority for earnings derived from funds that have been invested. Investments on deposit in the Reserve Account shall be valued on June 30 of each year at their market value.

Section 6.08 Accounting Records and Financial Statements. The Authority and the Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions relating to the proceeds of the Bonds made by it and all funds and accounts held by the Authority and the Trustee, respectively, established pursuant to this Indenture. Such books of record and account maintained by the Trustee shall be available for inspection by the Authority upon reasonable prior notice, at reasonable hours and under reasonable circumstances. Such books of record and account relating to the 2019 Bonds shall at all times during normal business hours and upon reasonable notice be subject to inspection by the 2019 Insurer or its agents or representatives who have been duly authorized in writing. The Trustee shall furnish to the Authority, on at least a monthly basis, an accounting of all transactions in the form of its customary statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture.

Section 6.09 Other Transactions with Authority. The Trustee, either as principal or agent, may engage in or be interested in any financial or other transaction with the Authority.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01 Amendment With And Without Consent of Owners. This Indenture and the rights and obligations of the Authority and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption without the consent of any Owners (and without the consent of any Insurer to the extent permitted by law, but only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, including any covenant or agreement that provides for additional security for the Bonds, or to limit or surrender any rights or powers herein reserved to or conferred upon the Authority; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Authority may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not, in the reasonable determination of the Authority, materially adversely affect the interests of the Owners; or

(c) to provide for the issuance of Parity Debt in accordance with Section 3.05; or

(d) to comply with additional requirements of a provider of a Qualified Reserve Account Credit Instrument; provided that such amendment does not have an adverse impact on the 2019 Insurer's rights under the Indenture or the availability of Pledged Tax Revenues for the 2019 Bonds.

Except as set forth in the preceding paragraph, this Indenture and the rights and obligations of the Authority and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding when the prior written consent of any Insurer (but only with respect to any Bonds insured by such Insurer) and the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest, or redemption premiums (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of any Insurer or the Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall any Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In no event shall any Supplemental Indenture modify any of the rights or obligations of any Insurer without its prior written consent.

Section 7.02 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 7.03 Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the Authority may, with the prior written consent of any Insurer, determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Authority, as to such amendment or modification and in that case upon demand of the Authority the Owners of such Bonds shall present such Bonds for that purpose at the Principal Corporate Trust Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Authority may determine that new Bonds shall be prepared at the expense of the Authority and executed in exchange for any or all of the Bonds, and in that case, upon demand of the Authority, the Owners of the Bonds shall present such Bonds for exchange at the Principal Corporate Trust Office of the Trustee, without cost to such Owners.

Section 7.04 Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond and, provided further that written consent to such amendment shall first be obtained from any Insurer.

Section 7.05 Opinion of Counsel. Prior to executing any Supplemental Indenture, the Trustee shall be furnished an opinion of counsel, upon which it may conclusively rely to the effect that all conditions precedent to the execution of such Supplemental Indenture under this Indenture have been satisfied and such Supplemental Indenture is authorized and permitted under this Indenture and does not adversely affect the exclusion of interest on the Bonds issued as tax-exempt bonds from gross income for federal income tax purposes or adversely affect the exemption of interest on the Bonds from personal income taxation by the State.

Section 7.06 Copy of Supplemental Indenture to S&P and Moody's. The Authority shall provide to S&P and Moody's, for so long as S&P and Moody's, as the case may be, maintain a rating

on any of the Bonds (without regard to any municipal bond or financial guaranty insurance), a copy of any Supplemental Indenture at least fifteen (15) days prior to its proposed effective date.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01 Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made by the Authority in the due and punctual payment of the principal of or interest or redemption premium (if any) on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Authority in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of thirty (30) days following receipt by the Authority of written notice from the Trustee or any Insurer or written notice from any Owner (with a copy of said notice delivered to the Trustee and any Insurer) of the occurrence of such default, provided that if in the reasonable opinion of the Authority the failure stated in the notice can be corrected, but not within such thirty (30) day period, such failure will not constitute an event of default if corrective action is instituted by the Authority (with the prior written consent of any Insurer) within such thirty (30) day period and the Authority thereafter diligently and in good faith cures such failure in a reasonable period of time (not to exceed 60 days without the prior written consent of the 2019 Insurer so long as the 2019 Insurance Policy is in full force and effect and the 2019 Insurer has not defaulted on its obligations thereunder); or

(c) If the Authority files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction will approve a petition by the Authority seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will approve a petition by the Authority, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Authority or of the whole or any substantial part of its property.

In determining whether an Event of Default has occurred under (a) above, no effect shall be given to payments made under any municipal bond insurance policy, financial guaranty insurance policy or Qualified Reserve Account Credit Instrument.

If an Event of Default has occurred under this Section and is continuing, the Trustee, may, and, if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, the Trustee shall: (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding; and (b) subject to the provisions of Section 8.06, exercise any other remedies available to the Trustee and the Bondowners in law or at equity, including mandamus. The 2019 Insurer's prior written consent is required as a condition precedent to and in all instances of acceleration

with respect to the 2019 Bonds so long as the 2019 Insurance Policy is in full force and effect and the 2019 Insurer has not defaulted on its obligations thereunder.

Immediately upon receiving notice or actual knowledge of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to any Insurer and to the Authority confirmed in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of Default described in subsections (a) or (c) above the Trustee shall, and with respect to any Event of Default described in subsection (b) above the Trustee in its sole discretion may, also give such notice to the Owners by mail, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date). The 2019 Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the Authority) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided in the foregoing sentence, the 2019 Insurer's obligations under the 2019 Insurance Policy with respect to such 2019 Bonds shall be fully discharged.

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Authority shall, with the written consent of a majority in aggregate principal amount of the Owners of the Bonds then Outstanding, deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest (to the extent permitted by law), and the reasonable fees and expenses of the Trustee, (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee shall promptly give written notice of the foregoing to any Insurer and the Owners of all Bonds then Outstanding, and with the prior written approval of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Authority and to the Trustee, may, on behalf of the Owners of all of the Bonds then Outstanding, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02 Application of Funds Upon Acceleration. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture (including the Trustee's share of any Pledged Tax Revenues) and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the following order upon presentation of the Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable

compensation to its agents, attorneys (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and counsel and any outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, as applicable, with interest on the overdue principal, and installments of interest at the net effective rate then borne by the Outstanding Bonds (to the extent that such interest on overdue installments of principal and interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority, ratably to the aggregate of such principal and interest.

Section 8.03 Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.04 Limitation on Owner's Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Authority, the Trustee and any Insurer written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of (and premium, if any) and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.05 Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay from the Pledged Tax Revenues and other amounts pledged hereunder, the principal of and interest and redemption premium (if any) on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners or the Trustee to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner or the Trustee shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners and the Trustee by the Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners and the Trustee.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners or the Trustee, the Authority, the Trustee and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.06 Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds or Parity Debt shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, provided, however, the Trustee shall have no duty or obligation to exercise any such right or remedy unless it has been indemnified to its satisfaction from any loss, liability or expense (including fees and expenses of its outside counsel and the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel).

Section 8.07 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

Section 8.08 Determination of Percentage of Bondowners. Whenever in this Indenture the consent, direction or other action is required or permitted to be given or taken by a percentage of the Owners of an aggregate principal amount of Outstanding Bonds (including by the Owners of a majority in aggregate principal amount of the Outstanding Bonds), such percentage shall be calculated on the basis of the principal amount of the Outstanding Bonds determined as of the next succeeding Interest Payment Date.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Benefits Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Authority, any Insurer, the Trustee and the Owners, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Trustee, any Insurer and the Owners. To the extent that this Indenture confers upon or gives any Insurer any right, remedy or claim under or by reason of this Indenture, such Insurer is hereby explicitly recognized as being third-party beneficiaries hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder. So long as the 2019 Insurance Policy is in full force and effect and the 2019 Insurer has not defaulted on its obligations thereunder, or so long as the 2019 Insurer is owed any amounts in connection with the 2019 Insurance Policy or the 2019 Reserve Policy, the 2019 Insurer shall be a third party beneficiary of this Indenture.

Section 9.02 Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03 Discharge of Indenture.

(a) If the Authority shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on all or the applicable portion of Outstanding Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing with the Trustee or an escrow agent, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay all or the applicable portion of Outstanding Bonds, including all principal, interest and redemption premiums, or;

(iii) by irrevocably depositing with the Trustee or an escrow agent, in trust, Defeasance Obligations in such amount as an Independent Accountant shall determine will, together with such other money as may be deposited with the Trustee plus the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds or the applicable portion thereof (including all principal, interest and redemption premiums) at or before maturity;

and, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Section 2.03(d) or provision satisfactory to the Trustee shall have been made for the giving of such notice, then, at the election of the Authority, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Pledged Tax Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Authority under this Indenture shall cease and terminate with respect to all Outstanding Bonds or, if applicable, with

respect to that portion of the Bonds which has been paid and discharged, except only (A) the obligation of the Trustee to transfer and exchange Bonds hereunder, (B) the obligations of the Authority under Section 6.06 hereof, and (C) the obligation of the Authority to pay or cause to be paid to the Owners (or any Insurer), from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee and any Insurer all fees, expenses and costs of the Trustee and any Insurer. In the event the Authority shall, pursuant to the foregoing provision, pay and discharge any portion or all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge, including, without limitation, selection by lot of Bonds of any maturity of the Bonds that the Authority has determined to pay and discharge in part.

In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Authority and applied by the Authority in accordance with the Law.

Section 9.04 Execution of Documents and Proof of Ownership by Owners. Any request, consent, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by such Owner's attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any demand, request, direction, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Authority or the Trustee and in accordance therewith, provided, however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by or for the account of the Authority unless the Authority is the registered Owner or the Trustee has received written notice that any other registered Owner is such an affiliate.

Section 9.05 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Authority or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Upon request of the Trustee, the Authority and the City shall specify in a Written Certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such Certificate.

Section 9.06 Waiver of Personal Liability. No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal or interest or any

premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.07 Destruction of Cancelled Bonds. Whenever in this Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such bonds and provide the Authority a certificate of destruction. The Authority shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.08 Notices. Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or upon receipt when mailed by first class, registered or certified mail, postage prepaid, or sent by facsimile, addressed as follows:

If to the Authority: Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, California 93933
Attention: Executive Officer

If to the Successor Entity: City of Marina
211 Hillcrest Avenue
Marina, California 93933
Attention: City Manager

If to the Trustee: [To come]

If to the 2019 Insurer: [To come]

The Authority, the Trustee and the 2019 Insurer may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.09 Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Authority hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof, be assumed by and vest in the Treasurer of the Authority in trust for the benefit of the Owners. The Authority covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder, in trust for the benefit of the Bonds, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof.

Section 9.10 Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal have become payable, if such money

was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bondowners shall look only to the Authority for the payment of the principal of and interest and redemption premium (if any) on of such Bonds.

Section 9.11 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12 Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

Section 9.13 Provisions Relating to the 2019 Insurance Policy. [To come]

Section 9.14 Reserve Policy. [To come]

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IN WITNESS WHEREOF, the FORT ORD REUSE AUTHORITY has caused this Indenture to be signed in its name by its Executive Officer, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

FORT ORD REUSE AUTHORITY

By: _____
Executive Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

DRAFT

EXHIBIT A
(FORM OF 2019 BOND)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

R- _____ \$ _____

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

**AUTHORITY OF THE
FORT ORD REUSE AUTHORITY
TAX ALLOCATION BONDS, SERIES 2019A (FEDERALLY TAXABLE)**

INTEREST RATE: _____ **MATURITY DATE:** _____ **DATED DATE:** _____ **CUSIP:** _____
_____, 2019

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ **DOLLARS**

The FORT ORD REUSE AUTHORITY, a public entity duly existing under and by virtue of the laws of the State of California (the "Authority"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Registered Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond, unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date (the "Record Date"), in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before _____, 20__, in which event it shall bear interest from the Dated Date above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, until payment of such Principal Sum in full, at the Interest Rate per annum stated above, payable semiannually on _____ 1 and _____ 1 in each year, commencing _____ 1, 2019 (each an "Interest Payment Date"), calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable upon

surrender of this Bond at the corporate trust office of U.S. Bank National Association, as trustee (the “Trustee”), in Costa Mesa, California or at such other place designated by the Trustee (the “Principal Corporate Trust Office”). Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date to the Registered Owner hereof at the Registered Owner’s address as it appears on the registration books maintained by the Trustee as of the Record Date for such Interest Payment Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose prior to the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Authority designated as “Fort Ord Reuse Authority Tax Allocation Bonds, Series 2019A (Federally Taxable)” (the “Bonds”), of an aggregate principal amount of \$_____ all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, or redemption and other provisions) and all issued pursuant to the provisions of the Marks-Roos Local Bond Pooling Act of 1985, codified at Article 4 of Chapter 6 of Division 7 of Title 1 of the California Government Code (the “Act”) and the Fort Ord Reuse Authority Act, codified at Title 7.85 of the California Government Code (the “Fort Ord Reuse Authority Act”), and pursuant to an Indenture of Trust, dated as of _____ 1, 2019, entered into by and between the Authority and the Trustee (the “Indenture”), providing for the issuance of the Bonds. The Bonds are being issued in the form of registered Bonds without coupons. Additional bonds or other obligations may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) and all indentures supplemental thereto, to the Act and to the Fort Ord Reuse Authority Act, for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Pledged Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees. Capitalized terms not otherwise defined herein shall have the meanings given them in the Indenture.

The Bonds are limited obligations of the Authority and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are payable from, and are secured by a pledge of, security interest in and lien on the Pledged Tax Revenues derived by the Authority from the Project Areas.

There has been created the Debt Service Fund (as defined in the Indenture), which will be maintained by the Trustee, into which Pledged Tax Revenues shall be deposited for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds and any additional Parity Debt as defined in the Indenture. As and to the extent set forth in the Indenture, all such Pledged Tax Revenues and the moneys in the Debt Service Fund, except the Administrative Expense Account (as such terms are defined in the Indenture) are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture, the Act and the Fort Ord Reuse Authority Act, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds and any additional Parity Debt (as defined in the Indenture). Except for the Pledged Tax Revenues and such moneys, no funds or properties of the Authority shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds and the 2019 Bonds.

The Bonds are subject to optional and mandatory redemption prior to maturity as described in the Indenture. The 2019 Escrow Term Bonds are subject to special mandatory redemption from the Escrow Fund prior to maturity as described in the Indenture.

As provided in the Indenture, notice of redemption shall be given by first class mail no less than twenty (20) (or such longer period, up to thirty (30) days, as may be required by the Depository) nor more than sixty (60) days prior to the redemption date to the respective registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

The Authority shall have the right to rescind any notice of optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Authority and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner and to the same recipients as the original notice of redemption was sent.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other Authorized Denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any Authorized Denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bond during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bond selected for redemption.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Authority and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest

rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest, or redemption premiums (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of any Insurer or the Owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

This Bond is not a debt, liability or obligation of any of the members or officers of the Authority, any agency, any district, any city, the County of Monterey, the State of California, or any of its political subdivisions except the Authority, and no agency, district, or city, and none of said County, said State, nor any of its political subdivisions except the Authority is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those pledged by the Authority under the Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Act, the Fort Ord Reuse Authority Act, or any other laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Fort Ord Reuse Authority has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Executive Officer and attested by the facsimile signature of its Secretary, all as of the Dated Date set forth above.

FORT ORD REUSE AUTHORITY

By: _____
Executive Officer

ATTEST:

Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: _____

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____

Authorized Signatory

[FORM OF STATEMENT OF INSURANCE]

DRAFT

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number of Assignee)
the within-registered Bond and hereby irrevocably constitute(s) and appoints(s)
_____ attorney,

to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

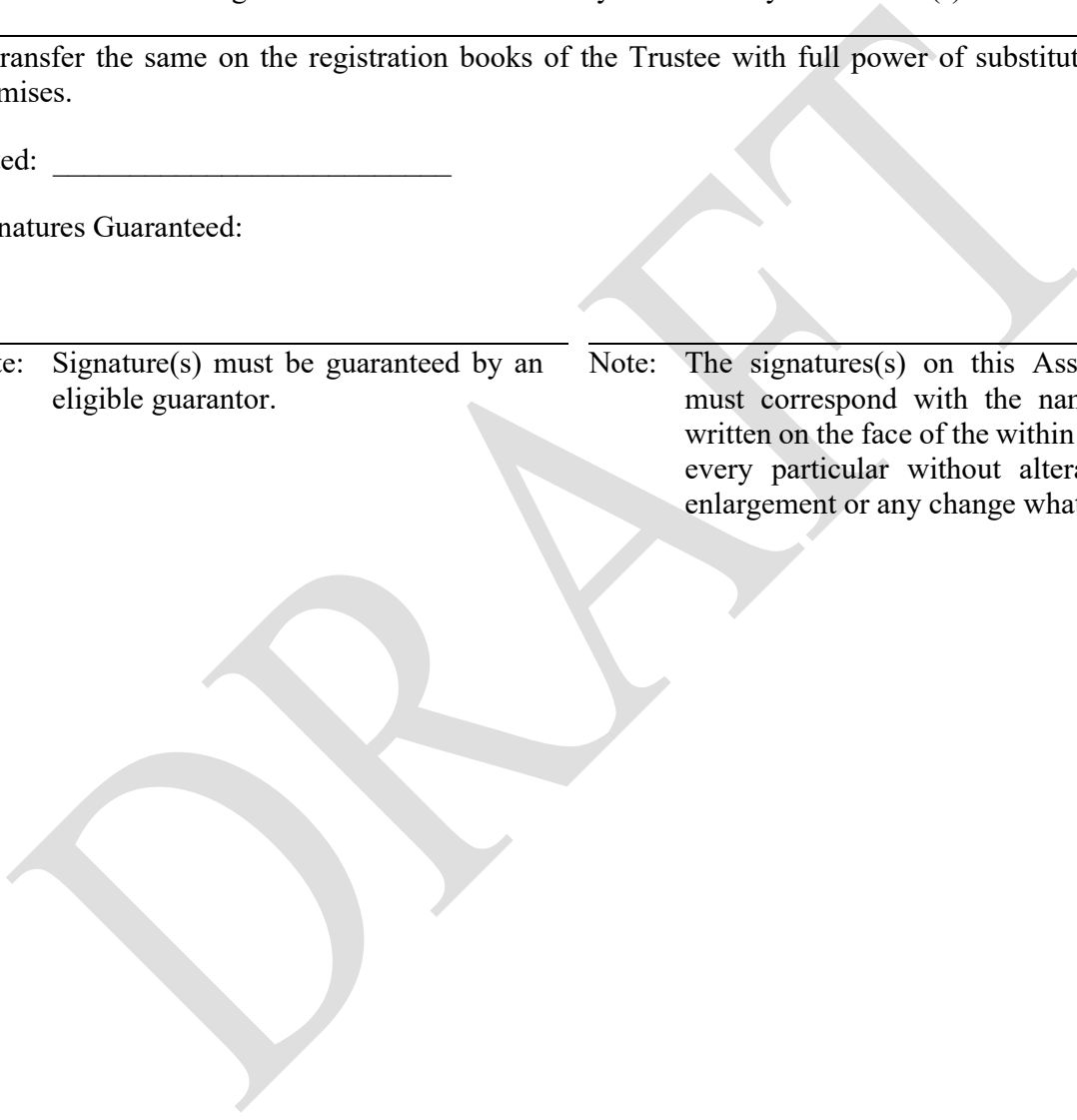


EXHIBIT B

FORM OF REQUISITION FOR DISBURSEMENT FROM PROJECT FUND

\$ _____
**Fort Ord Reuse Authority
Tax Allocation Bonds,
Series 2019A (Federally Taxable)**

**REQUISITION NO. ____ FOR
DISBURSEMENT FROM PROJECT FUND
_____ BOND PROCEEDS ACCOUNT**

The undersigned hereby states and certifies:

(i) that the undersigned is a duly authorized representative of the _____ [Local Agency] _____ (the "Local Agency"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.04 of that certain Indenture of Trust, dated as of _____ 1, 2019 (the "Indenture"), by and between the Fort Ord Reuse Authority (the "Authority") and U.S. Bank National Association, as trustee (the "Trustee"), the undersigned hereby requests the Trustee to disburse this date the following amounts from the _____ Bond Proceeds Account of the Project Fund established under the Indenture relating to the above-captioned obligations, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein is an obligation to the payee stated in Schedule A that has been incurred by the Local Agency or the Authority for public capital improvements of base wide importance or as otherwise permitted by the Fort Ord Reuse Plan, and as such is a proper charge against the Project Fund; and

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final.

Dated: _____, 20__

_____ [LOCAL AGENCY] _____

By: _____
Authorized Officer

SCHEDULE A

PROJECT FUND DISBURSEMENTS
_____ Bond Proceeds Account

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
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DRAFT

EXHIBIT C

BUILDING REMOVAL PARCELS

List of Project Parcels by U.S Army Corps of Engineers (“Army”) Parcel Number.

Jurisdiction	USACE Parcel Number	Description	Bond Account Owner
City of Marina	E4.1.1	Cypress Knolls	City of Marina
City of Marina	E4.1.2.1	Cypress Knolls	City of Marina
City of Marina	E4.1.2.2	Cypress Knolls	City of Marina
City of Marina	L5.9.1.1	Marina Radio Club	City of Marina
City of Marina	L5.4.2	Marina Park	City of Marina
City of Marina	E2b.3.1.1	Marina Arts District	City of Marina
City of Marina	E2c.4.2.1	Commercial/Business Park	City of Marina
City of Marina	L20.16.1	TAMC Transit Center	TAMC
City of Marina	L2.1	MST Transit Center	MST
City of Marina	L35.1	MCWD Storage	MCWD
City of Seaside	L2.4.3.1	MST Storage	MST
City of Seaside	L32.4.1.1	Surplus II	City of Seaside
City of Seaside	L19.4	Surplus II	City of Seaside
City of Seaside	F2.3.2	Main Gate	City of Seaside
City of Seaside	F2.3.3	GJMB Parcel	City of Seaside
City of Seaside	L15.1	Surplus II	City of Seaside
City of Seaside	F5.2	National Guard	City of Seaside
City of Seaside	L23.5.1	Chartwell School	City of Seaside
City of Seaside	E18.1.3	Nurses Barracks	City of Seaside
County of Monterey	E11b.8	Ammo Supply Point	County of Monterey
County of Monterey	L23.3.2.2	Open Space	County of Monterey
County of Monterey	L23.3.3.1	Open Space	County of Monterey
County of Monterey	L23.3.3.2	Open Space	County of Monterey
County of Monterey	L20.2.1	Open Space	County of Monterey
County of Monterey	L20.2.2	Open Space	County of Monterey
County of Monterey	S3.1.1	Wastewater Plant	State Parks

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Habitat Conservation Plan Status Report and Joint Powers Authority Formation	
Meeting Date:	November 8, 2019	INFORMATION
Agenda Number:	8c	

RECOMMENDATION(S):

- i. Receive a Fort Ord Multi-Species Habitat Conservation Plan ("HCP") report.
- ii. Receive an HCP Joint Powers Authority ("JPA") formation status report.

HCP BACKGROUND:

The Fort Ord Reuse Authority ("FORA") is pursuing the completion of a base-wide HCP for "take" of Federally-listed species and an Incidental Take Permit ("ITP") for take of State-listed species as required by the Endangered Species Act ("ESA") and California Endangered Species Act ("CESA"), respectively, to complete former Fort Ord reuse as envisioned in the 1997 Fort Ord Base Reuse Plan ("BRP").

HCP implementation relies on creating a habitat endowment sufficient to generate annual interest earnings to fund habitat protection, restoration, management oversight and enhancement, in-perpetuity. Once formed a new Joint Powers Authority ("JPA"), called the "Cooperative," consisting of 12 member entities ("Permittees"), would address long term endowment funding and HCP implementation, be issued Federal and State ITPs, and oversee "stay-ahead" provisions to ensure species protection.

HCP preparation and environmental review has been paid for by FORA. Several million dollars have already been invested since 1997 for environmental review, habitat management and document preparation. 30% of all Community Facilities District ("CFO") special taxes collected from former Fort Ord development provide initial endowment funding. The Fort Ord HCP endowment from CFO fess is projected to be approximately \$16 million by June 30, 2020. Required HCP endowments were originally projected to be \$9 million and are more recently projected to range between \$40 to \$60 million. Federal and State wildlife agencies provided input into the HCP design so that funding is scalable.

In late 2016, the United States Fish & Wildlife Service ("USFWS") issued FORA a comment letter outlining nine general recommendations for draft Fort Ord HCP changes. These comments caused major species coverage and habitat accounting revisions. In July 2017, FORA distributed a 2nd screen check draft HCP to wildlife agencies and permittees. California Department of Fish & Wildlife ("CDFW") sent in comments on the July 2017 HCP draft document in June 2018. FORA Staff and consultants met with CDFW several times in 2018 to resolve issues, comments and edits.

USFWS is the lead agency on the HCP under the National Environmental Policy Act ("NEPA"). USFWS solicitor comments on the 2nd screen check draft came in late November 2018. Comments included a request to remove the Implementing Agreement section, updates to mitigation summaries in the Conservation Strategy chapter, and a redraft of the Funding chapter. USFWS finished the solicitor review of the final screen check HCP Environmental Impact Statement/Environmental Impact Report in early October 2019.

DISCUSSION:

The HCP Public Draft and accompanying Environmental Impact Statement (EIS)/Environmental Impact Report ("EIR") were published November 1, 2019. This publication sets off a 45-day EIS/EIR public review and comment period. The Notice of Availability (NOA) including contact details, public comment guidance, and document links are available on the FORA website (<https://Fora.org>). There is a planned HCP EIS/EIR Public Meeting scheduled for 6-8pm, Wednesday November 20 at Soper Field Community Center, 220 Coe Avenue, Seaside, CA 93955.

Staff and consultants are closely coordinating with State and Federal wildlife agencies to meet CEQA and NEPA review and comment requirements. USFWS staff are now targeting a Record of Decision ("ROD") being completed in the first quarter 2020. FORA staff and consultants are planning to bring the final HCP for Board consideration tentatively in March or April 2020 (**Attachment A**).

On a concurrent path to the HCP is the formation of the JPA/Cooperative that will be responsible for implementing the HCP, receiving incidental take permits, and ensuring long-term funding. Prospective JPA/Cooperative members include:

- County of Monterey
- City of Marina
- City of Seaside
- City of Del Rey Oaks
- City of Monterey
- California Department of Parks and Recreation
- Regents of the University of California
- Board of Trustees of the California State University
- Monterey Peninsula Community College District
- Monterey Peninsula Regional Parks District
- Marina Coast Water District
- Bureau of Land Management (Cooperating Entity not a Permittee)

These Permittees have a common interest in creating an entity capable of implementing the HCP. RGS held meetings with 10 of the 12 permittees to review concerns and issues related to its creation. Based on these meetings and collaboration with FORA Authority Counsel, a substantially revised draft Joint Powers Agreement was provided for individual review. A copy has been included for Board reference however, the FORA Board will not take action on this item. (**Attachment B**). An informational session open to the public is planned for November 20, 2019 from 9 to 12 at the Soper Community Center in Seaside.

FISCAL IMPACT:

Reviewed by FORA Controller *WR* *signing for Helen Rodriguez*

Staff and Authority Counsel time for this item is included in the approved annual budget.

COORDINATION:

Authority Counsel, Administrative Committee, Regional Government Services, ICF, Denise Duffy & Associates, Reimer Associates Consulting, Inc., CDFW, and USFWS.

Prepared by *Josh Metz*
Josh Metz

Approved by *Michael A. Houlemard, Jr.*
Michael A. Houlemard, Jr.

- Nov-Dec 2019: **Public Review of Draft HCP & EIS/EIR**
- **Nov 2019: Public Meeting**
 - **Tentative Date: 11/20/19 – 6 pm to 8 pm**
 - **Community Center at Soper Field**
- Nov-Jan 2020: **Response to Comments**
- Jan 2020: **Finalize HCP & EIS/EIR**
- Jan-Feb 2020: **Community Outreach**
- Jan 2020: **Publish Final HCP & EIS/EIR**
- March 2020: **FORA Board Action – HCP & EIS/EIR**
- May 2020: **Permittee Actions**

- Oct 2019: **Initial Community Meetings - JPA Formation**
- Nov 2019: **Draft JPA Agreement to Permittees, BLM**
- **Nov 20, 2019: All Permittees Meeting**
 - **9 am to 12 pm - Community Center at Soper Field**
- Nov 20, 2019: **Public Meeting**
- Jan 2020: **Final Agreement Drafted**
- Jan-Feb 2020: **Outreach to Permittees**
- Feb 2020: **Permittee Actions on JPA Agreement**
- Mar-April 2020: **Begin Early Implementation Processes**
- July 2020: **JPA Assumes HCP Implementation**

JOINT EXERCISE OF POWERS AGREEMENT

CREATING THE

FORT ORD REGIONAL

HABITAT COOPERATIVE

(pursuant to Joint Exercise of Powers Act,
California Government Code Sections 6500 to 6599.3)

_____, 2019
(for reference purposes)

JOINT EXERCISE OF POWERS AGREEMENT

CREATING THE FORT ORD REGIONAL HABITAT COOPERATIVE

This Joint Exercise of Powers 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”),
- (e) City of Monterey (“Monterey”),
- (f) California Department of Parks and Recreation (“State Parks”),
- (g) The Regents of the University of California (“UC”),
- (h) The Board of Trustees of the California State University, on behalf of the Monterey Bay Campus (“CSUMB”),
- (i) Monterey Peninsula Community College District (“MPC”),
- (j) Monterey Peninsula Regional Park District (“MPRPD”),
- (k) Marina Coast Water District (“MCWD”), and
- (l) Bureau of Land Management (“BLM”).

RECITALS

A. Each of the parties to this Agreement is a public agency within the meaning of the Joint Exercise of Powers Act (California Government Code Section 6500 *et seq.*, hereinafter referred to as the “JPA Act”). The parties may be referred to collectively as the “Parties” and each individually as a “Party.” BLM is a party but not a Permittee. BLM’s participation in the JPA is voluntary.

B. The JPA Act authorizes the Parties to create a joint exercise of powers entity that has the power to exercise jointly the powers common to the Parties.

C. The Parties have a common interest in creating an entity capable of implementing the HCP. To this end, the Parties anticipate entering into State and Federal Permits with the United States Fish and Wildlife Service (“USFWS”), and the California Department of Fish and Wildlife (“CDFW”) and implementing the HCP as the joint exercise of powers entity established by this Agreement (the “Cooperative”). The HCP identifies certain duties and obligations that must be fulfilled to support the issuance of permits to the Parties under the federal Endangered Species Act (“ESA”) and the California Endangered Species Act (“CESA”) to enable urban development, operations and management in habitat management areas, and other activities and projects on property owned or controlled by the Parties at the former Fort Ord.

D. The Parties will also (i) confirm the cessation, as of June 30, 2020, of collection of the Community Facilities District (“CFD”) Special Taxes established by the Fort Ord Reuse Authority (“FORA”), (ii) identify any replacement or substitute sources of revenue to support the implementation of the HCP, and (iii) provide for joint and several responsibility for ensuring full implementation of the HCP.

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 Terms Defined in the Federal Endangered Species Act. Terms used in this Agreement and specifically defined in the ESA or in regulations adopted by USFWS under the ESA have the same meaning as in the ESA and those implementing regulations, unless this Agreement expressly provides otherwise.

1.2 Terms Defined in the California Endangered Species Act. Terms used in this Agreement and specifically defined in the CESA or in regulations adopted by CDFW under the CESA have the same meaning as in the CESA and those implementing regulations, unless this Agreement expressly provides otherwise.

1.3 “Agreement” means this Joint Exercise of Powers Agreement, which incorporates the HCP by reference.

1.4 “Appointer” has the meaning given in Section 2.4.1.

1.5 “Authorized Take” means the extent of Incidental Take of HCP Species authorized by USFWS in the Federal Permit issued to the Permittees under Section 10(a)(1)(B) of the ESA, and the Incidental Take of State-Listed Species authorized by CDFW in the State Permit issued to the Permittees under California Fish and Game Code Section 2081(b).

1.6 “BLM” means the Bureau of Land Management, an agency of the U.S. Department of Interior.

1.7 “Borderlands” means designated development parcels or HMAs at the urban/wildland interface where specific design considerations and management activities are required to minimize effects of development on HCP Species and natural communities. Borderlands are confined to those areas so designated on Figure 3-2 of the HCP and are described in Section 3.2.2 of the HCP.

1.8 “Borderlands Fund” means a specific fund within the Cooperative Endowment Fund, as described in Section 9.3.1.1.5 of the HCP.

1.9 “CDFW” means the California Department of Fish and Wildlife, a department of the California Natural Resources Agency.

1.10 “CESA” means the California Endangered Species Act (California Fish and Game Code Section 2050 *et seq.*) and rules, regulations, and guidelines promulgated under that act.

1.11 “CFD Special Taxes” means the FORA Community Facilities District special taxes collected from developers of the former Fort Ord property to pay for mitigation of the adverse environmental impacts of the former Fort Ord development.

1.12 “Cities” collectively means the cities of Seaside, Marina, Del Rey Oaks, and Monterey.

1.13 “Conservation Strategy” means all HCP-required mitigation measures, as described in Chapter 5 of the HCP; monitoring and adaptive management measures, as described in Chapter 6 of the HCP; program administration and reporting requirements, as described in Chapter 7 of the HCP; and responses to Changed Circumstances, as described in Chapter 8 of the HCP.

1.14 “Contract Date” means the latest of the dates set forth beside the signatures of the Parties below, which shall be deemed to be the effective date of this Agreement.

1.15 “Cooperative” means the Fort Ord Regional Habitat Cooperative created by this Agreement. The Cooperative is responsible for implementing HCP terms and conditions. The Cooperative is composed of appointed and elected officials of the Permittees, as further described in Sections 7.2.1 and 7.3.1 of the HCP.

1.16 “Cooperative Endowment Fund” means the endowment described in Section 9.3 of the HCP consisting of three (3) accounts: (a) the HCP Fund, (b) the Implementation Assurances Fund, and (c) the Borderlands Fund.

1.17 “Cooperative Endowment Holder” means a government entity, community foundation, special district, nonprofit organization, or a congressionally chartered foundation meeting the requirements of California Government Code Sections 65965 to 65968. This is the entity which will be approved by CDFW to hold the collected CFD Special Taxes or other capital resources, in the form of the HCP Fund, the Implementation Assurances Fund, and Borderlands Fund, for disbursement to the Cooperative according to the terms described herein and in Chapter 9 of the HCP, and to collect and temporarily hold the proceeds of the CFD Special Taxes that are to be transferred to UC to fund the FONR Endowment.

1.18 “Cooperative Governing Board” means the body governing the Fort Ord Regional Habitat Cooperative pursuant to this Agreement.

1.19 “County” means the County of Monterey, a California general law county.

1.20 “Covered Activities” means certain activities carried out by the Permittees on Covered Lands that may result in Incidental Take of HCP Species, as specified in Chapter 3 of the HCP. Covered Activities include the following activities, provided that these activities are otherwise lawful: development in designated development parcels, development with restrictions in HMAs, road corridors and infrastructure in HMAs (including future road corridors, existing roads, campgrounds, restrooms, visitor center, beach access trails, Americans with Disabilities Act-compliant trails, interpretive theatres, interpretive signs, and utilities, easements, rights of way, and MCWD facilities in HMAs), management activities within HMAs encompassing Conservation actions for Permit compliance (including habitat restoration and enhancement, prescribed burning, alternative vegetation management, invasive species control, erosion control, and monitoring), resource management actions (including maintenance of roads and trails, maintenance of fuel breaks, access control, and monitoring, research, education, and training),

and activities contained in the Fort Ord General Plan adopted by the State Parks and Recreation Commission.

1.21 “Covered Lands” means the lands upon which the Permits authorize Incidental Take of HCP Species and the lands to which the Conservation Measures set forth in the HCP apply.

1.22 “Covered Species” means the Federally- and State-Listed Species, as listed in Sections 1.29 and 1.57.

1.23 “CRMP” means the Fort Ord Coordinated Resource Management and Planning program, which was established after adoption of the 1997 Installation-Wide Multispecies Habitat Management Plan as a discussion forum for jurisdictions with natural lands management responsibilities at the former Fort Ord military installation.

1.24 “CSUMB” means the Board of Trustees of the California State University, acting on behalf of the Monterey Bay Campus.

1.25 “Del Rey Oaks” means the City of Del Rey Oaks, a California general law city.

1.26 “Effective Date” means the latter of (a) the date that the Federal Permit is issued by USFWS or (b) the date that the State Permit is issued by CDFW.

1.27 “Endowment” means: (a) the FONR Endowment Fund and (b) the Cooperative Endowment Fund, described in Section 9.3 of the HCP. Funds generated by the CFD Special Taxes and other sources available to the Cooperative or its members will be used to establish and maintain these two (2) separate funds to offset both capital and operational HCP costs.

1.28 “ESA” means the federal Endangered Species Act of 1973, as amended (16 United States Code Section 1531 *et seq.*) and rules, regulations, and guidelines promulgated under that act.

1.29 “Federally-Listed Species” means the HCP Species which are listed as threatened or endangered species under the ESA as of the Effective Date, which includes: sand gilia (*Gilia tenuiflora* ssp. *arenaria*), Yadon’s piperia (*Piperia yadonii*), Monterey spineflower (*Chorizanthe pungens* var. *pungens*), Smith’s blue butterfly (*Euphilotes enoptes smithi*), western snowy plover (*Charadrius nivosus*), California tiger salamander (*Ambystoma californiense*), California red-legged frog (*Rana draytonii*), and the HCP Species which are listed as threatened or endangered under the ESA during the HCP term as of the date of such listing.

1.30 “Federal Permit” means the federal incidental take permit issued by the USFWS to the Permittees under Section 10(a)(1)(B) of the ESA, as it may be amended from time to time.

1.31 “FONR” means the 606-acre Fort Ord Natural Reserve in the northern portion of the former Fort Ord military installation operated by UC’s Natural Reserve System.

1.32 “FONR Endowment Fund” means the endowment held and managed by UC, funds for which have been contributed by FORA and will be contributed through the Cooperative for the purpose of adequately funding all HCP-related costs on the FONR.

1.33 “**FORA**” means the Fort Ord Reuse Authority, a public corporation of the State of California.

1.34 “**Habitat Land Owners**” means BLM, State Parks, UC, County, Marina, MPC, and the MPRPD. Habitat land owners possess one or more HMAs (as defined in Section 1.39 below).

1.35 “**Habitat Reserve System**” means the land transferred from the U.S. Army to designated Habitat Land Owners to meet HCP preservation, conservation, enhancement, and restoration objectives of the Conservation Strategy. The Habitat Reserve System consists of land within 14 HMAs (as defined in Section 1.39 below).

1.36 “**HCP**” means the Fort Ord Multi-Species Habitat Conservation Plan prepared by the Permittees for the former Fort Ord military installation.

1.37 “**HCP Fund**” means a specific fund within the Cooperative Endowment Fund, as described in Section 9.3.1.1.3 of the HCP.

1.38 “**HCP Species**” means the following species, each of which the HCP addresses in a manner sufficient to meet all of the criteria for issuing incidental take permits under ESA Section 10(a)(1)(B) or CESA Section 2081: sand gilia (*Gilia tenuiflora* ssp. *arenaria*), Yadon’s piperia (*Piperia yadonii*), Monterey spineflower (*Chorizanthe pungens* var. *pungens*), seaside bird’s beak (*Cordylanthus rigidus* ssp. *littoralis*), Smith’s blue butterfly (*Euphilotes enoptes smithi*), western snowy plover (*Charadrius nivosus*), California tiger salamander (*Ambystoma californiense*), California red-legged frog (*Rana draytonii*), and seaside bird’s beak (*Cordylanthus rigidus* var. *littoralis*).

1.39 “**HMA**” means Habitat Management Areas, which are the areas located within the habitat reserve areas, the habitat corridors, and the restricted development parcels included in the Habitat Reserve System. Descriptions of the 14 HMAs are provided in Sections 2.3.1 through 2.3.14 of the HCP.

1.40 “**HMA Managers**” means the Cooperative, MPRPD, BLM, State Parks, and UC.

1.41 “**HMP**” means the revised “Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord” issued by the U.S. Army Corps of Engineers in April 1997.

1.42 “**Implementation Assurances Fund**” means a specific fund within the Cooperative Endowment Fund, as described in Section 9.3.1.1.4 of the HCP.

1.43 “**Incidental Take**” means Take that is incidental to, and not the purpose of, an otherwise lawful activity conducted by a governmental agency or Permittee.

1.44 “**JPA Act**” means the Joint Exercise of Powers Act (California Government Code Section 6500 *et seq.*).

1.45 “**Majority of the Cooperative Governing Board**” means not less than eight (8) of the fourteen (14) voting members of the Cooperative Governing Board.

1.46 “**Marina**” means the City of Marina, a California charter city.

1.47 “**MCWD**” means the Marina Coast Water District, a California special district.

1.48 “**Mitigation**” means measures and actions taken to fully offset the impacts of Incidental Take of the HCP Species or State-listed Species.

1.49 “**Mitigation Measures**” means the methods and procedures set forth in the HCP to be used on or applied with respect to the Covered Lands.

1.50 “**Monterey**” means the City of Monterey, a California charter city.

1.51 “**MPC**” means the Monterey Peninsula Community College District, a California community college district.

1.52 “**MPRPD**” means the Monterey Peninsula Regional Park District, a California special district.

1.53 “**Party**” or “**Parties**” means any or all, respectively, of the signatories to this Agreement.

1.54 “**Permits**” means the federal incidental take permit issued by USFWS to the Permittees pursuant to Section 10(a)(1)(B) of the ESA and the State incidental take permit issued by CDFW to the Permittees under California Fish and Game Code Section 2081 for “Take” incidental to “Covered Activities” on the former Fort Ord military installation, as they may be amended from time to time.

1.55 “**Permittees**” means the Cooperative, County, Marina, Monterey, Seaside, Del Rey Oaks, State Parks, UC, CSUMB, MPC, MPRPD, and MCWD.

1.56 “**Seaside**” means the City of Seaside, a California general law city.

1.57 “**State-Listed Species**” means species considered covered for the purposes of the State Permit and include only those HCP Species which are State-Listed. They are sand gilia (*Gilia tenuiflora* ssp. *arenaria*), seaside bird’s beak (*Cordylanthus rigidus* var. *littoralis*), and California tiger salamander (*Ambystoma californiense*).

1.58 “**State Parks**” means the California Department of Parks and Recreation, a department of the California Natural Resources Agency.

1.59 “**State Permit**” means the State incidental take permit issued to the Permittees under California Fish and Game Code Section 2081, as it may be amended from time to time.

1.60 “**Take**” means (a) with regard to a Federal Permit: to Harass, Harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect or attempt to Harass, Harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect (50 Code of Federal Regulations Part 222.102 – Definitions); (b) with regard to a State Permit, to hunt, pursue, catch, capture, or kill or attempt to hunt, pursue, catch, capture, or kill (California Fish and Game Code Section 86). California Fish and Game Code Section 2080 prohibits commerce and taking of species listed as endangered or threatened under the CESA.

1.61 “**Technical Advisory Committee**” means the advisory committee to the Cooperative Governing Board on resource planning, problem-solving, and management processes in former Fort Ord.

1.62 “UC” means The Regents of the University of California.

1.63 “USFWS” means the United States Fish and Wildlife Service, an agency of the U.S. Department of Interior.

1.64 “Wildlife Agencies” means USFWS and CDFW.

2.0 AUTHORITY CREATION AND OPERATION OF COOPERATIVE

2.1 Establish Cooperative. This Agreement creates the Cooperative as an entity, the principal purpose of which is protection and stewardship of natural resources and endangered species habitat on the former Fort Ord. The Cooperative will achieve that objective through the implementation of the HCP. The HCP will enable the Cooperative to achieve certain land use planning and development goals and provide comprehensive species and ecosystem conservation for all covered species now listed in the HCP (the “HCP Species”) or which may later be added to the HCP by amendment. As provided in the JPA Act, the Cooperative is a public entity separate from its members. Debts, liabilities, and obligations of the Cooperative are its own and not those of its members.

2.2 Cooperative’s Responsibilities. This Agreement requires the Cooperative to (a) oversee, monitor, and report on HCP implementation, including concurrence determinations; (b) manage the Habitat Reserve System; (c) secure or receive funding for conservation management; (d) provide HCP public information and outreach; and (e) exercise the powers described in Section 6.0 of this Agreement.

2.3 State Filing. Within thirty (30) days after the Contract Date or any amendment to this Agreement, the Cooperative will cause appropriate notice thereof to be filed with the office of the Secretary of State of the State of California, as provided in Government Code Section 6503.5.

2.4 Appointments to Cooperative Governing Board; Term. The Cooperative will be governed by a Cooperative Governing Board consisting of voting and non-voting members as described in Section 2.5 of this Agreement.

2.4.1 Appointments. Each Party’s legislative body, or if the Party has no legislative body, the Party’s designated administrator (in either instance, the “Appointer”), shall appoint that Party’s member(s) of the Cooperative Governing Board(s) and may also appoint alternate representative(s). The Manager of the Fort Ord National Monument, or another representative appointed by such Manager, will serve as the BLM member.

2.4.2 Term. The term of office of each member and alternate shall be four (4) years; provided, however, that his/her term shall expire on the first to occur of any of the following: (a) replacement by his/her Appointer, (b) if he/she is an elected official of the Party which caused his/her appointment at the time of such appointment, when he/she ceases to be such an elected official, (c) the effective date of his/her resignation as a member or alternate, or (d) his/her death, disqualification, or permanent incapacity to serve as a member or alternate. Within sixty (60) days after a member’s seat on the Cooperative Governing Board becomes vacant, the Appointer shall appoint a replacement to complete any unserved portion of his/her predecessor’s four (4) year term. Replacement of any alternate may be made at the discretion of the Appointer. Any member term of his or alternate may be reappointed by his/her

Appointer for a subsequent term or terms. Each Party shall maintain its own records of its appointments and related terms of office. BLM's board member term does not expire.

2.5 Membership and Voting. The initial Cooperative Governing Board shall include fourteen (14) voting members, as follows: Del Rey Oaks (1), Monterey (1), Marina (2), Seaside (2), County (2), State Parks (1), MPRPD (1), MPC (1), UC (1), CSUMB (1), and MCWD (1). Because Seaside, Marina, and County each have been apportioned a greater amount of Fort Ord development lands than the other Permittees (and because CFD Special Taxes collected from these Permittees' lands provided most of the funding for the Cooperative Endowment Fund and the FONR Endowment Fund), each has two (2) voting Cooperative Governing Board members. Each voting Cooperative Governing Board member shall have one (1) vote for each decision relating to the governance, budget, or administration of the Cooperative. BLM shall be the sole non-voting member.

2.5.1 Non-Voting Member Assurances. The non-voting member agrees to fulfill its responsibilities in compliance with the HCP and the Permits.

2.5.2 Voting Member Assurances. Because each voting member has responsibility for ensuring HCP compliance through habitat management activities, coordination with HMA Managers, annual monitoring and reporting, and the HCP concurrence process, each voting member agrees to: (a) perform habitat management activities in compliance with the HCP and (b) refrain from engaging the Cooperative in any expenses or financial obligations that could accrue to the Parties until at least ninety (90) days after Effective Date.

2.6 Pay. Cooperative Governing Board members serve without compensation but may be entitled to reimbursement for expenses incurred on behalf of the Cooperative at the direction of the Cooperative Governing Board.

2.7 Staffing Needs. The Cooperative Governing Board shall determine how to best meet any staffing needs of the Cooperative (including whether by hiring full or part time employees, retaining consultants or independent contractors, engaging the services of another public or private entity, or any combination of the above), as those needs may evolve over time. The Cooperative Governing Board will meet and confer in good faith within thirty (30) days following the Contract Date to cooperatively develop and establish an initial staffing plan for the Cooperative.

2.8 Meetings of Cooperative Governing Board.

2.8.1 Regular Meetings. The Cooperative Governing Board shall hold regular meetings at least twice per year at dates and times established by the Cooperative Governing Board. The Cooperative Governing Board may establish a meeting schedule that sets regular meetings at more frequent intervals. The Chair of the Cooperative Governing Board may call, cancel, or reschedule meetings.

2.8.2 Legal Notice. Meetings of the Cooperative Governing Board shall be called, noticed, held, and conducted subject to the provisions of the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*) and the Bagley Keene Open Meeting Act (California Government Code Section 11120 *et seq.*).

2.8.3 Minutes. The administrator selected pursuant to Section 2.9.2 or his/her designee shall cause minutes of meetings of the Cooperative Governing Board to be kept and shall present minutes for review and approval by the Cooperative Governing Board at its regular meetings.

2.8.4 Quorum. A Majority of the Cooperative Governing Board constitutes a quorum for the transaction of business, except that less than a quorum may adjourn meetings.

2.9 Officers: Duties; Bonding.

2.9.1 Chair. The Cooperative Governing Board shall annually elect from its members a Chair and a Vice Chair. The Chair and the Vice Chair shall have the duties assigned by the Cooperative Governing Board or set forth in by-laws adopted by the Cooperative Governing Board.

2.9.2 Administrator. The Cooperative Governing Board shall appoint an administrator, who shall (a) serve as the custodian of the Cooperative's records; (b) prepare minutes to be submitted for review and approval by the Cooperative Governing Board; (c) act as Secretary at meetings; (d) keep a journal record of the Cooperative's proceedings; and (e) perform duties incident to the office as assigned by the Cooperative Governing Board.

2.9.3 Bonded Officers. The Cooperative Governing Board shall identify and designate each public officer or other person who has charge of, handles, or has access to the Cooperative's property and funds and, to the extent required by Government Code Section 6505.1, shall require such officers and persons to file official bonds, provided that such bonds shall not be required if the Cooperative's property and funds have an aggregate value less than One Thousand Five Hundred Dollars (\$1,500), as adjusted for inflation according to a generally accepted index adopted by the Cooperative Governing Board.

2.9.4 Audits. The Cooperative shall cause to be prepared: (a) a special audit as required by California Government Code Section 6505 every year during the term of this Agreement and (b) a report in writing on the first day of February, May, August, and November of each year to the Cooperative Governing Board and the Parties. The report shall: (a) describe the amount of money held by the Cooperative; (b) the manner in which the money is held and invested; (c) include the income received since the last such report; and (d) the amount paid out since the last such report.

2.9.5 Other Officers. The Cooperative Governing Board may: (a) appoint such other officers and employees as it may deem necessary and (b) retain independent counsel, consultants and accountants.

2.9.6 Hired Management. The Cooperative shall have the authority to hire a management firm or other entity to implement the Cooperative's responsibilities; provided, however, that the Cooperative's responsibilities or obligations under this Agreement may not be assigned to any third party without the prior approval of USFWS and CDFW, which approval shall not be unreasonably withheld, conditioned, or delayed.

3.0 TERMINATION AND WITHDRAWAL

3.1 Effective Date and Termination. This Agreement will become effective on the Contract Date and will continue in effect until terminated (a) by the mutual written consent of all of the Parties or (b) by a vote or written consent of a Majority of the Cooperative Governing Board after the provision of not less than ninety (90) days' advance written notice to the other Parties. The HCP requirements referred to in this Agreement become effective on the Effective Date.

3.2 Withdrawal. Any Party may withdraw from this Agreement upon ninety (90) days' written notice to the other Parties, USFWS, and CDFW. The withdrawing Party remains obligated to the same extent, if any, that the remaining Parties are obligated to contribute money to pay any debts, liabilities, and obligations incurred by, arising from, or related to actions taken by the Cooperative while the withdrawing Party was a party to this Agreement.

3.3 Effect of Withdrawal. Upon withdrawal, the withdrawing Party shall no longer be a party to this Agreement, and the term "Parties" as used in this Agreement shall thereafter mean the remaining Parties. Within thirty (30) days after receiving notice of withdrawal, the Parties who will remain will meet to discuss whether any amendments to this Agreement are necessary or appropriate in light of the withdrawal and to prepare any appropriate amendments for consideration by the remaining Parties. The requirements of this provision are intended to be in addition to any notice or other requirements set forth in the Permits pertaining to withdrawal from or termination of the HCP or Permits.

4.0 INCORPORATION OF THE FINAL HCP

The final HCP is incorporated herein by this reference. If this Agreement conflicts with the HCP, the HCP will control. In all other cases, this Agreement and the HCP will be interpreted to be supplementary to each other.

5.0 TECHNICAL ADVISORY COMMITTEE AND COORDINATED RESOURCE MANAGEMENT AND PLANNING PROGRAM

Voluntary technical guidance for implementing the HCP will be provided through the Technical Advisory Committee to the Cooperative Governing Board, defined in Section 1.61 above. The CRMP, defined in Section 1.23 above, was established in 1994 to coordinate implementation of the Installation-Wide Multispecies Habitat Management Plan as a discussion forum for jurisdictions with natural lands management responsibilities at the former Fort Ord. The Technical Advisory Committee will be an advisory body for the HCP, whereas the CRMP will continue to coordinate HMP implementation. The Technical Advisory Committee serves an advisory function to help maintain permit compliance in terms of habitat management. The Cooperative will not be required to implement the advice of the Technical Advisory Committee on land management, monitoring, and adaptive management, unless explicitly stated for a task in the HCP.

6.0 POWERS AND RESPONSIBILITIES

6.1 General. The Cooperative has the powers granted to joint powers authorities by the JPA Act. The Cooperative may do acts necessary to exercise those powers including any of the following: (a) make contracts; (b) employ agents and employees; (c) receive, collect, manage, and disburse funds; (d) receive grants, contributions, and donations of property, funds, and services; and (e) sue and be sued in its own name including, without limitation, to file or intervene in lawsuits that pertain to HCP implementation. The Cooperative's principal responsibility shall be to carry out the provisions of the HCP and the Permits.

6.2 Responsibility to Wildlife Agencies. While either Permit remains in effect, the Cooperative will provide each respective Wildlife Agency with a copy of the Cooperative's annual report or with such other reasonably available financial information as will provide adequate evidence of the Permittees' ability to fulfill their obligations. The Cooperative will include in its annual report to Wildlife Agencies an accounting of the items described in the HCP Section 7.9.3.4. Wildlife Agencies will use the

annual report to assess the adequacy of program funding. If Wildlife Agencies determine that the Implementation Assurances Fund, the HCP Fund, the FONR Endowment Fund, and/or the Borderlands Fund funding is inadequate, the Parties will meet and confer in good faith to cooperatively develop a strategy to address the funding shortfall, and to maintain the level of Conservation and Take authorization afforded by the Permits until adequate funding is restored. (See Section 9.3.5 of the HCP.)

7.0 TERMINATION OF POWERS

The Cooperative shall continue to exercise its powers until the termination of this Agreement. The Cooperative's statutory authority is subject to legislative amendments to the JPA Act.

8.0 FUNDING OF ENDOWMENTS

The Parties shall fund the endowments required for the implementation of the HCP in the manner determined by the Cooperative Governing Board after taking into consideration each of the Parties' unique circumstances as well as factors of general application, including the expected pace of development and expected cost of HCP implementation, as each may change over time. Possible funding mechanisms include, but are not limited to, the adoption of Community Facilities District special taxes by some of the Parties, imposition of fees on third party developers, the making of lump sum contributions or fixed annual contributions by some of the Parties, seeking appropriation of funds from the state or federal government, supplemented by grants and other non-appropriated monies as may be available, or any combination of the above. Possible methods of apportioning funding responsibility among the Parties include, but are not limited to, allocating based on the amount of developable land held by each Party, the amount of land that each Party intends to develop, the market value of the development contemplated by each Party, the value of any habitat held by each Party, previous commitments regarding habitat funding, or any combination of the above. The Cooperative Governing Board will meet and confer in good faith within thirty (30) days following the Contract Date to cooperatively develop and establish an initial funding and allocation plan for the endowments required for the implementation of the HCP. Funds collected pursuant to the adopted plan shall be held by the Cooperative Endowment Fund Holder (in combination with the unexpended portion of any CFD Special Taxes contributed by FORA) in an investment account in accordance with the requirements of the Mitigation Fee Act (California Government Code Section 66000 *et seq.*) until disbursement or expenditure according to this Agreement. The Cooperative shall use CFD Special Taxes for the purposes for which they were imposed, and for no other purpose. Upon issuance of the Permits, the Cooperative will provide funding for UC to establish the FONR Endowment Fund for HCP implementation on the FONR. Until the FONR Endowment is fully funded or the completion of the HCP, UC will manage the FONR Endowment, but will not make withdrawals except according to the provisions in Section 7.6 of the HCP. (See also Section 9.3 of the HCP.)

9.0 COOPERATIVE ACCOUNTABILITY

In managing the Endowment, the Cooperative is subject to the requirements of California Government Code Sections 65965 to 65968. The Cooperative Governing Board shall assure that revenue from the Endowment is accounted for in the manner required by law.

10.0 FISCAL YEAR

Unless and until changed by a Majority of the Cooperative Governing Board, the fiscal year of the Cooperative shall be the period from July 1 of each year to and including the following June 30 (to match

the State's fiscal year), except for the first fiscal year which shall be the period from the Contract Date to the following June 30.

11.0 DISPOSITION OF ASSETS AND REAL PROPERTY

Upon termination of this Agreement, and after the repayment of advances and contributions in accordance with Section 12 of this Agreement, assets acquired as the result of the joint exercise of powers under this Agreement, other than real property and funding for the restoration or management of real property, shall be distributed to the Parties in proportion to an individual Member's overall unreimbursed contribution of assets to the Cooperative. The Cooperative shall transfer any real property, and any money set aside for the restoration or management of real property, acquired by the Cooperative as the result of the joint exercise of powers under this Agreement to one or more public agencies or appropriate conservation non-profit entities. The funds shall continue to be held, managed, and disbursed only for long-term stewardship and benefit of the specific property for which they were set aside.

12.0 CONTRIBUTIONS AND ADVANCES

With the Cooperative Governing Board's approval, any Party may contribute money, personnel services, equipment, materials, or property to the Cooperative for any of the purposes of this Agreement. Such advances must be recorded and repaid in the manner agreed upon, by the Cooperative and the Party making the advance, in writing prior to the date of the advance. Except as otherwise expressly provided in this Agreement, no Party is obligated to pay the Cooperative's administrative expenses.

13.0 ACCOUNTS AND REPORTS

13.1 Accounts. The Cooperative shall establish and maintain such funds and accounts as may be required by good accounting practice and as may be required by the terms of any state or federal grant that the Cooperative may receive. The books and records of the Cooperative shall be open to inspection at reasonable times by the Parties and their representatives. The Cooperative shall give an audited written report of financial activities for the fiscal year to the Parties within six (6) months after the close of each fiscal year during the term of this Agreement.

13.2 Audits. To the extent required by California Government Code Section 6505.6, the Cooperative shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Cooperative. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 and shall conform to generally-accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with the Parties and, if required by California Government Code Section 6505.6, also with the Auditor Controller of County. Such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination. The Cooperative may replace the annual special audit with an audit covering a two (2) year period.

13.3 Audit Costs. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit under this Section 13 shall be borne by the Cooperative and shall be a charge against any unencumbered funds of the Cooperative available for that purpose.

14.0 CONFLICT OF INTEREST CODE

The Cooperative shall adopt a conflict of interest code as required by law and shall comply with the terms of Fair Political Practices Commission Ethics Training requirements.

15.0 FORM OF APPROVALS

Approvals by the Cooperative required in this Agreement, unless the context specifies otherwise, must be given by resolution of the Cooperative Governing Board. When consent or approval is required in this Agreement, it may not be unreasonably withheld, conditioned, or delayed.

16.0 MISCELLANEOUS PROVISIONS

16.1 No Partnership. Neither this Agreement nor the HCP shall make or be deemed to make any Party to this Agreement the agent for or the partner of any other Party.

16.2 Notices. Notices to the Parties shall be sufficient if delivered to the chief executive of the Party at the Party's principal location within five (5) working days prior to any action to be taken or any meeting to be called. The following notice list contains the notification addresses of the Parties:

ATTN: RMA Director
County of Monterey
1441 Schilling Place 2nd Floor
Salinas, CA 93901

ATTN: City Manager
City of Del Rey Oaks
650 Canyon Del Rey
Del Rey Oaks, CA 93940

ATTN: City Manager
City of Marina
211 Hillcrest Ave.
Marina, CA 93933

ATTN: City Manager
City of Monterey
City Hall
Monterey, CA 93940

ATTN: State Parks, Monterey District
Superintendent
2211 Garden Road
Monterey, CA 93940

ATTN: County Administrative Officer
County of Monterey
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

ATTN: Superintendent/President
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940-4799

ATTN: Assistant Director
UCSC Real Estate Office
c/o REO/MBEST
1156 High Street
Santa Cruz, CA 95064

ATTN: General Manager
MPRPD
60 Garden Court, Suite 325
Monterey, CA 93940

ATTN: FONM Manager
Bureau of Land Management
Central Coast Field Office
940 2nd Avenue
Marina, CA 93933

ATTN: City Manager
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

ATTN: Director, UCSC Natural Reserves
Physical & Biological Sciences
c/o ENVS
1156 High Street
Santa Cruz, CA 95064

ATTN: President California State
University Monterey Bay
100 Campus Center, Building 1
Seaside, CA 93955-8001

ATTN: General Manager
Marina Coast Water District
11 Reservation Road
Marina, CA 93933

16.3 Entire Agreement. This Agreement, together with the HCP and the Permits, constitutes the entire agreement among the Parties. It supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other Party or anyone acting on behalf of any other Party that is not embodied herein.

16.4 Amendment of Agreement. No addition, alteration, amendment, change, or modification to this Agreement shall be binding upon the Parties, or any of them, unless reduced to writing and signed by each and all of the Parties.

16.5 Elected Officials Not to Benefit. No member of the Cooperative Governing Board shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

16.6 Availability of Funds. Implementation of this Agreement by BLM is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The Parties acknowledge that BLM will not be required under this Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

16.7 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes.

16.8 No Third-Party Beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA or other federal law, this Agreement shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing law.

16.9 Applicable Laws. All activities undertaken pursuant to this Agreement, the HCP, or the Permits must be in compliance with all applicable state and federal laws and regulations.

16.10 Successors; Assignment. This Agreement binds and benefits successors to the Parties. No Party may assign any right or obligation hereunder without the consent of the other Parties. Recognizing that many of the Parties intend to transfer ownership or control of Covered Land to third parties, as described in Section 7.9.1.1 of the HCP, and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. Assignment or other transfer of the Permits shall be governed by Wildlife Agencies' regulations in force at the time.

16.11 Calendar Days. Throughout this Agreement and the HCP, the use of the term "day" or "days" means calendar days, unless otherwise specified.

16.12 No Waiver. The failure of any Party at any time to require the performance by any other Party of any provision of this Agreement shall in no way affect the right to require such performance at any later time. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. No waiver of any breach of any provision of this Agreement shall be deemed to be any waiver of the provision itself. No waiver shall be binding unless executed in writing by the Party making the waiver. Any and all rights and remedies which any Party may have under this Agreement or at law or in equity shall be cumulative, and shall not be deemed inconsistent with each other; no one of them, whether exercised or not, shall be deemed to be an exclusion of any other, and any or all of such rights and remedies may be exercised at the same time.

16.13 Mediation. The Parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by any Party to the dispute, the Parties will within ten (10) days select a single mediator, or if the Parties cannot agree, they shall ask the then presiding judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen (15) days of such selection.

16.14 Attorneys' Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, the Parties to the litigation shall bear their own attorneys' fees and costs, provided that attorneys' fees and costs recoverable against the United States shall be governed by applicable federal law.

16.15 Severability. In the event one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

16.16 Due Authorization. The Parties represent and warrant that (a) the execution and delivery of this Agreement has been duly authorized and approved by requisite action, (b) no other authorization or approval, whether of governmental bodies or otherwise, will be necessary in order to enable the Parties to enter into and comply with the terms of this Agreement, and (c) the persons executing this Agreement on behalf of the Parties have the authority to bind the Parties.

16.17 Headings. Headings are using in this Agreement for convenience only and do not affect or define this Agreement's terms and conditions.

[signatures appear on following pages]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Joint Exercise of Powers Agreement to be in effect as of the Contract Date.

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

Dated: _____, 2019

MARINA COAST WATER DISTRICT

By: _____
General Manager

Approved as to form:

By: _____
District Counsel

Dated: _____, 2019

UNIVERSITY OF CALIFORNIA

By: _____
Secretary to the Regents

Approved as to form:

By: _____
General Counsel

Dated: _____, 2019

CALIFORNIA STATE UNIVERSITY

By: _____
President

Approved as to form:

By: _____
General Counsel

Dated: _____, 2019

MONTEREY PENINSULA COMMUNITY COLLEGE
DISTRICT

By: _____
President

Approved as to form:

By: _____
General Counsel

Dated: _____, 2019

CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION

By: _____
Regional Manager

Approved as to form:

By: _____
General Counsel

Dated: _____, 2019

MONTEREY PENINSULA REGIONAL PARK
DISTRICT

By: _____
General Manager

Approved as to form:

By: _____
General Counsel

Dated: _____, 2019

BUREAU OF LAND MANAGEMENT

By: _____
District Manager
Central California District Office
El Dorado Hills, California

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEM

Subject: 2018 Transition Plan Implementing Agreements Progress Report

Meeting Date: November 8, 2019

Agenda Number: 8d

INFORMATION/ACTION

RECOMMENDATION:

Receive a Fort Ord Reuse Authority ("FORA") Transition Plan Implementing Agreements Progress Report.

BACKGROUND:

At its March 22, 2019 meeting and (prior meetings) the FORA Board requested that staff and consultants provide periodic updates regarding the 2018 Transition Plan Implementation.

TRANSITION PLANNING PROGRESS REPORT:

FORA transition plan implementation consultants Regional Government Services ("RGS") continue meeting with various stakeholders and compiling background information to support drafting Transition Plan Implementation Agreements ("TPIA"). The RGS workplan involves drafting the following set of TPIA for consideration by the Board:

1. **Multi-agency TPIA:** addressing issues relevant to each FORA land use jurisdiction (Del Rey Oaks, Marina, Monterey, Monterey County, Seaside) as well as:
 - a. Transferring FORA's regional transportation obligations and offsite transportation reimbursement agreements to the Transportation Agency for Monterey County ("TAMC") and the holdover jurisdictions;
 - b. Economic Development Conveyance ("EDC") Successor (property transfers);
 - c. Local Reuse Authority ("LRA") Successor; and
2. **Water TPIA(s):** addressing transfer of certain FORA water supply/allocation rights (as may be noted in EDC agreement above) and obligations to Marina Coast Water District ("MCWD").
3. **Environmental Services Cooperative Agreement ("ESCA") TPIA:** regarding post-FORA successor and obligations under this contract with the US Army.

RGS consultants met with the Administrative Committee on March 20, April 3, June 5, June 19, July 3, July 31, August 14, September 4, 2019, October 2, October 16 and October 30 to provide updates on TPIA progress (**Attachment A**).

An updated draft Multi-Agency Implementing Agreement based on comments received by signatory agencies will be reviewed by the Administrative Committee on November 13 and will be shared for review by the Board and public prior to the December 13 Board meeting. MCWD released individual final draft agreements to relevant agencies the week of October 28.

Working closely with FORA ESCA staff, RGS also facilitated the development of a document describing the status and expected transfers of remaining FORA parcels (**Attachment B**).

In addition to the RGS consultant workplan, FORA Staff is advancing the following transition items:

- a) Local Agency Formation Commission of Monterey County-FORA Liability Agreement;

- b) Final FY 19/20 Capital Improvement Program;
- c) Environmental Protection Agency ("EPA")/Department of Toxic Substances Control ("DTSC") /Army – FORA ESCA successor acceptance process; and
- d) Public Employee Retirement System obligations and FORA projected staffing.

FISCAL IMPACT:

Reviewed by FORA Controller 

Funding for staff time and RGS Consultants included in the approved FORA budget.

COORDINATION:

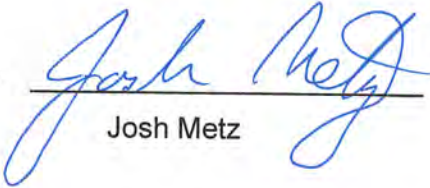
Executive Officer.

ATTACHMENTS:

Attachment A: TPIA Status Chart

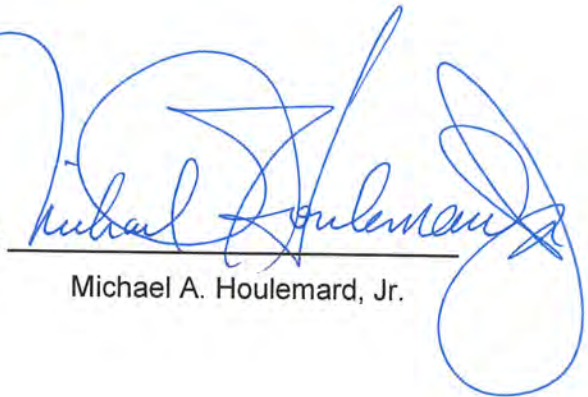
Attachment B: ESCA Parcels Transfer Status Chart

Prepared by



Josh Metz

Approved by



Michael A. Houlemard, Jr.

Transition Document	By	Parties	Draft to Board	Draft to FORA Legal Counsel	Revised Draft	Final Draft
Implementing Agreements	RGS	Del Rey Oaks Marina Monterey Monterey County Seaside	9/13/19	9/13/19	12/13/19	1/10/20
MCWD Water Agreements	MCWD	Del Rey Oaks Marina Seaside Monterey Monterey County UC Santa Cruz Monterey Peninsula College	N/A	N/A	N/A	Final draft submitted to relevant agencies the week of Oct 28.
ESCA	RGS FORA Seaside	Del Rey Oaks Seaside Monterey Monterey County MPC CSUMB	12/13/19	N/A	N/A	1/10/20
EDC Successor	RGS		9/13/19	9/13/19	12/13/19	1/10/20
LRA Successor	RGS		9/13/19	9/13/19	12/13/19	1/10/20
FORA-UCSC Agreement Concerning Funding of Habitat Management Related Expenses on the Fort Ord Natural Reserve	RGS	FORA UCSC	N/A	N/A	N/A	N/A
Del Rey Oaks-FORA-Developer Endangered Species MOA	RGS	FORA Del Rey Oaks	N/A	10/1/19	11/1/19	Pending legal review
FORA-UCSC FONR-Extension of Funding	RGS	FORA UCSC	N/A	10/1/19	11/1/19	Pending legal review
County-FORA-Developer Endangered Species MOA	RGS	FORA County	N/A	10/1/19	11/1/19	Pending legal review
County-FORA-EG Partners LLC Funding Obligations	RGS	FORA County EG Partners	N/A	10/1/19	11/1/19	Pending legal review

FORA Transition Documents Status Chart

RGS Consultants

Transition Document	By	Parties	Draft to Board	Draft to FORA Legal Counsel	Revised Draft	Final Draft
Writ of Mandate	RGS	FORA CSUMB	N/A	10/1/19	11/1/19	Pending legal review
Stipulation to Discharge Peremptory Writ of Mandate (CSUMB)	RGS	FORA CSUMB	N/A	10/1/19	11/1/19	Pending legal review
FORA-Seaside-County-VCF Cemetery Land Sale Agreement2012	RGS	FORA Seaside County Veterans	N/A	10/1/19	11/1/19	Pending legal review
Water/Wastewater Facilities Agreement	RGS	FORA MCWD	N/A	10/1/19	11/1/19	Pending legal review
HCP JPA (Cooperative)	Member Agencies	Del Rey Oaks Marina Seaside Monterey Monterey County UC Santa Cruz Monterey Peninsula College Veterans Cemetery County of Monterey California State Parks Monterey Peninsula Regional Park District Marina Coast Water District Bureau of Land Management (BLM)	N/A	Week of 10/28/19	11/8/19 (information only)	N/A
LAFCO Liability and Risk	FORA LAFCO		N/A	Week of 10/28/19	Under legal review	12/13/19
South Boundary Road Project	FORA	CIP Project Implementation Underway				
Gen Jim Moore Completion	FORA	CIP Project Implementation Underway				

N/A=No Board action required.

Out-Deed Name	Jurisdiction	Parcel Number	FOSET-5 Army CERCLA Warrantee & Deed Notices	Army/FORA Deed	Finish Survey Mods - ARCADIS	DTSC Completes CRUP Amendment	CRUP Recorded	Slate Remedial Completion Concurrence - DTSC	BRAC CERCLA Warrantee & Deed Amendment	FORA Property Transfer Notification Letters	FORA Out-Deeds Ready to Sign	Jurisdictions Accept Property
ESCA FOSET-5 CERCLA Warrantee & Deed Notices						7 weeks to complete after survey's done.	1 week after CRUP Amendment complete	1 week after CRUPs completed.	8 weeks from FORA CERCLA Warrantee/Deed Amendment Request	1 week after Survey modifications completed	4 weeks after Warrantee & Deed Amendment Complete	
ESCA County Out-Deed	County	E11b.6.1	Habitat Reserve	DACA05-9-07-505	Nov-19	Jan-20	Jan-20	Jan-20	Jan-20	Dec-19	Feb-20	Depends on FORA/Jurisdiction Transfer/Acceptance process
		E11b.7.1.1	Habitat Reserve									
		E11b.8	Development / mixed use									
		E19a.1	County Development									
		E19a.2	Habitat Reserve									
		E19a.4	Habitat Reserve / County									
		E40	Range Extension	DACA05-9-07-508								
		L20.18	ROW / Eucalyptus Road	DACA05-9-07-505								
		L20.19.1.1	ROW / Barloy Canyon									
		L20.3.1	Wolf Hill									
		L20.3.2	ROW / Wolf Hill									
		L20.5.1	Lookout Ridge									
		L20.5.2	ROW / Lookout Ridge									
		L20.5.3	Lookout Ridge									
L20.5.4	South Boundary Park -											
L20.8	Barloy Canyon Road -											
ESCA CSUMB Out-Deed	CSUMB	S1.3.2	Expansion Area 38 (CSUMB Off-Campus)	DACA05-9-07-507	Complete	Complete	Complete	Complete	Request made September 2019	Notification made October 2019	Dec-19	Depends on FORA/Jurisdiction Transfer/Acceptance process
ESCA Del Rey Oaks Out-Deed	Del Rey Oaks	L20.13.1.2	ROW / Gen. Jim Moore	DACA05-9-07-502	Nov-19	Jan-20	Jan-20	Feb-20	Jan-20	Dec-20	Feb-20	Depends on FORA/Jurisdiction Transfer/Acceptance process
		L20.13.3.1	ROW / South Boundary									
ESCA Monterey Out-Deed	Monterey	E29.1	Business Park / Light	DACA05-9-07-501	Nov-19	Jan-20	Jan-20	Feb-20	Jan-20	Dec-20	Feb-20	Depends on FORA/Jurisdiction Transfer/Acceptance process
ESCA MPC Out-Deed	MPC	E21b.3	Housing Single Family	DACA05-9-07-508	Oct-19	Dec-19	Dec-19	Dec-19	Request made October 2019	Notification made October 2019	Jan-20	Depends on FORA/Jurisdiction Transfer/Acceptance process
		E39	MPC Reserve									
		E41	MPC Habitat Reserve									
		E42	MPC Habitat Reserve									
		F1.7.2	BLM Parcel H / MQUT									
L23.2	Habitat / field study area											
ESCA MRPMD Out-Deed	MRPMD - Parks	L6.2	Frog Pond	DACA05-9-07-504	Nov-19	Jan-20	Jan-20	Jan-20	Jan-20	Dec-19	Feb-20	Depends on FORA/Jurisdiction Transfer/Acceptance process
ESCA Seaside Out-Deed	Seaside	E18.1.3	Housing future	DACA05-9-07-506	Oct-19	Dec-19	Dec-19	Dec-19	Request made October 2019	Notification made October 2019	Jan-20	Depends on FORA/Jurisdiction Transfer/Acceptance process
		E18.4	Water Tank									
		E20c.2	Housing Future									
		E23.1	ROW / retail									
		E23.2	ROW / Housing future									
		E24	ROW / Housing future									
		E34	ROW / Housing future									
E38	MPC Reserve	DACA05-9-07-508										
Other Fort Ord Property Transfers												
County Landfill Out-Deed	County	E8a.1.1	Landfill	Deed Needed	N/A	N/A	Unknown	N/A	N/A	N/A	After 2020	Depends on FORA/Jurisdiction Transfer/Acceptance process
		E8a.2	Landfill carrot									
County FOST 11 Out-Deed	County	L2.3	MST - North Giggling	FORA reviewing Deed	N/A	Kutak Rock modifying CRUP for DTSC Approval	N/A	N/A	N/A	N/A	Feb-20	Depends on FORA/Jurisdiction Transfer/Acceptance process
		L2.4.1	MST - North Giggling									
Seaside E20c.1 Out-Deed	Seaside	E20c.1	Housing Future	Deed Needed	N/A	Army and Kutak Rock developing deeds	N/A	N/A	N/A	2020	Unknown	Depends on FORA/Jurisdiction Transfer/Acceptance process
Seaside L36 Out-Deed	Seaside	L36	Rescinded Diocese	Deed Needed	Army finishing Environmental documentation	Army and Kutak Rock developing deeds	N/A	N/A	N/A	N/A	Feb-20	Depends on FORA/Jurisdiction Transfer/Acceptance process

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	2020 Transition Transportation Study	
Meeting Date:	November 8, 2019	INFORMATION/ACTION
Agenda Number:	8e	

RECOMMENDATION:

Receive a report on the completed 2020 Transition Transportation Study (**Attachment A**)

BACKGROUND/DISCUSSION:

In December 2018, the FORA Board resolved to implement a Transition Plan by approving Resolution 18-11. Section 2.2.6 of this resolution addresses transportation and transit stating:

"...With respect to the projects for which FORA is the lead agency and which no jurisdiction has addressed in its Transition Plan Implementing Agreement (TPIA), FORA working in conjunction with Transportation Agency of Monterey County (TAMC) shall prepare a regional traffic modeling analysis showing the inclusion of the FORA lead agency on-site roads as compared to the removal of the FORA lead agency roads on the remaining Fort Ord roads. In particular, off-site, regional and on-site Fort Ord local roads within or adjacent to the City of Marina, City of Seaside, City of Del Rey Oaks, and County of Monterey shall be analyzed to ascertain the impact on the Ord Community, including without limitation, California State University Monterey Bay, University of California Monterey Bay Science and Technology, Monterey Peninsula College, the Veteran's Cemetery, the Army and the National Monument, and the regional network, so as to inform the last year Capital Improvement Program (CIP).."

The purpose of the 2020 FORA Transitional Transportation Study is to inform the FORA Board concerning the transfer of "Lead Status" for specific transportation improvements from Fort Ord Reuse Authority ("FORA") to local agency partners.

The study's workplan was to evaluate road network requirements in the FORA CIP, as follows:

1. Review/update the FORA Board approved 2018/19 CIP land use assumptions with TAMC;
2. Review the 2018 AMBAG Regional Travel Demand Model for use in this study with TAMC;
3. Review/update future network assumptions with TAMC
4. Create network scenarios for travel forecast analysis and review the following with TAMC:
 - a. C1- Buildout of the 2019/2020 FORA CIP ("Buildout")
 - b. C2 - Buildout with alternative connector from Eucalyptus Rd to Watkins Gate Rd.
 - c. C3 - Buildout with alternative connector road from Eucalyptus Rd to 8th Ave
 - d. C4 - Buildout not including NE/SW Connector
 - e. C5 - Buildout not including NE/SW Connector or Improving Gigling Rd
5. Complete trigger analysis – to determine when a NE/SW Connector is needed.

The key assumptions driving the analysis are the development projections and land use assumptions. Kimley Horn took care to use the 30 year development forecasts provided by each Jurisdiction for their Fort Ord parcels, as well as the land use assumptions that each Jurisdiction provided. All the assumptions were vetted by TAMC staff.

The key findings of the study show constructing the full FORA CIP, as it is today, provides measurable network improvements and addresses future deficiencies. The trigger analysis demonstrates a need for a NE/SW connector between 2027 and 2032. A comparative analysis of Scenarios C1-C5 shows that removal of a NE/SW connector from the network would result in significant impact to the new Imjin Rd widening, Inter Garrison Rd through CSUMB, and California and Second Avenue in Marina. Unexpectedly, the study showed that Gigling Road does not need capacity improvements to enable the network to function.

Lastly, the study looked at the impact of additional transit on the roadway network in terms of the additional ridership needed to offset the congestion on the network. The analysis showed a need of up to 5,060 new transit users by 2040 to offset congestion on a deficient system.

The 2020 Transition Transportation Study (**Attachment A**) is also available for public access at: <https://www.fora.org>.

FISCAL IMPACT:

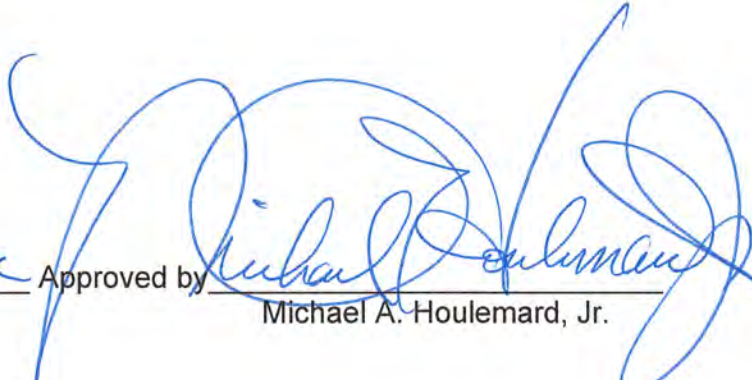
Reviewed by FORA Controller  signing for Helen Rodriguez

The FORA Board approved up to \$150,000 in funding in the 2019-2020 Approved Budget

COORDINATION:

Authority Counsel, Administrative and Executive Committees, and TAMC.

Prepared by 
Peter Said

Approved by 
Michael A. Houlemard, Jr.



FORT ORD REUSE AUTHORITY
2020 Transition Transportation Study

FINAL DRAFT

Fiscal Year 2019/2020

October 28, 2019





Table of Contents

INTRODUCTION.....	1
Project Background.....	1
Key Terms.....	2
Scope.....	3
2020 FORA TRANSITIONAL TRANSPORTATION STUDY.....	7
Review & Update of Land Use Assumptions	7
Model Validation	15
FORA Capital Improvement Program Roadway Projects	16
Scenario Analysis.....	18
TRIGGER ANALYSIS	25
KEY FINDINGS	26
TRIGGER ANALYSIS GRAPHS BY SCENARIO	Error! Bookmark not defined.
KEY ASSUMPTIONS	30



INTRODUCTION

The purpose of the 2020 FORA Transitional Transportation Study is to inform the FORA Board concerning the transfer of “Lead Status” for specific transportation improvements from Fort Ord Reuse Authority (“FORA”) to local agency partners. The transportation improvements are associated with a FORA transition plan for June 30, 2020 by providing impact analyses for several scenario’s related to the FORA Capital Improvement Program (“CIP”). Specifically, the study considers the effect of specific groupings of transportation improvement projects on Fort Ord roads to inform the final year FORA CIP preparation.

Project Background

Government Code section 67700(a) requires that FORA dissolve when eighty percent (80%) of the base has been developed or reused in a manner consistent with the Reuse Plan or on June 30, 2020, whichever first occurs. Government Code section 67700(b)(2) mandates as follows:

The board shall approve and submit a transition plan to the Monterey County Local Agency Formation Commission on or before December 30, 2018, or 18 months before the anticipated inoperability of this title pursuant to subdivision (a), whichever occurs first. The transition plan shall assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations. The transition plan shall be approved only by a majority vote of the board. (Emphasis added)

In December 2018 The FORA Board Resolved to implement a Transition Plan (Resolution 18-11). Section 2.2.6 of the Transition Plan Resolution on Transportation and Transit states the following:

...With respect to the projects for which FORA is the lead agency and which no jurisdiction has addressed in its Transition Plan Implementing Agreement, FORA working in conjunction with TAMC shall prepare a regional traffic modeling analysis showing the inclusion of the FORA lead agency on-site roads as compared to the removal of the FORA lead agency roads on the remaining Fort Ord roads. In particular, off-site, regional and on-site Fort Ord local roads within or adjacent to the City of Marina, City of Seaside, City of Del Rey Oaks, and County of Monterey shall be analyzed to ascertain the impact on the Ord Community, including without limitation, California State University Monterey Bay (“CSUMB”), University of California Monterey Bay Science and Technology (“UC MBEST”), Monterey Peninsula College (“MPC”), the Veteran’s Cemetery, the Army and the National Monument, and the regional network, so as to inform the last year CIP...

In response to this need to inform the FORA Board concerning the transfer of “Lead Status” for specific transportation improvements from Fort Ord Reuse Authority (“FORA”) to local agency partners, this study has been undertaken.



Key Terms

Deficiency analysis is a methodology used to determine weaknesses found in a system. In terms of a transportation network study, a deficiency analysis uses Level of Service (“LOS”).

Level of Service (“LOS”) is a measure for qualitatively assessing roadway quality. TAMC and FORA have established acceptable service levels as LOS D or better.

Regional Travel Demand Model is a forecasting tool used to estimate the number of vehicles that will use a specific transportation facility in the future.

Traffic Analysis Zone (“TAZ”) is the unit of geography used in the Regional Travel Demand Model. It includes input data for households and employment that the Regional Travel Demand Model requires.

Average Daily Traffic (“ADT”) is the average weekday traffic counted in a location over several days during a period of the year of considered typical.

Peak Hour is the “rush hour” or highest hourly traffic volume in either the AM or the PM.

Capital Improvement Program (“CIP”) is a short-range plan that identifies capital projects including financing options.

Northeast/Southwest Connector (“NE/SW Connector”) formerly known as Eastside Parkway, is an arterial connector that has been part of the Fort Ord transportation network since the 1997 Base Reuse Plan as “Eastside Road”.



Scope

The study's workplan was to evaluate road network requirements in the FORA CIP, which includes the following tasks:

1. Review/update the FORA Board approved 2018/19 CIP land use assumptions;
2. Review the 2018 AMBAG Regional Travel Demand Model for use in this study;
3. Review/update future network assumptions
4. Create five (5) transportation network scenarios for travel forecast analysis including:
 - (E1)** The Existing Network, Key intersections, and updated traffic counts
 - (C1)** Buildout of the 2019/2020 FORA CIP ("Buildout")
 - includes NE/SW Connector as it is included in the RTP ("NE/SW Connector")
 - assumes buildout of Imjin Parkway (from Reservation Rd. to California Rd.)
 - (C2)** Buildout with alternative connector road from Eucalyptus Rd to Watkins Gate Rd
 - (C3)** Buildout with alternative connector road from Eucalyptus Rd to 8th Ave
 - (C4)** Buildout not including NE/SW Connector
 - (C5)** Buildout not including NE/SW Connector or Improving Gigling Rd
5. Complete scenario analysis – conduct model runs on five (5) transportation networks, identify deficiencies/weaknesses, and summarize results;
6. Complete trigger analysis – for study segments found to be deficient for 2040 Conditions, the approximate year the study segment will become deficient will be identified based on assumed linear uniform growth.



Figure 1.1 – (E1) Existing Network (orange)

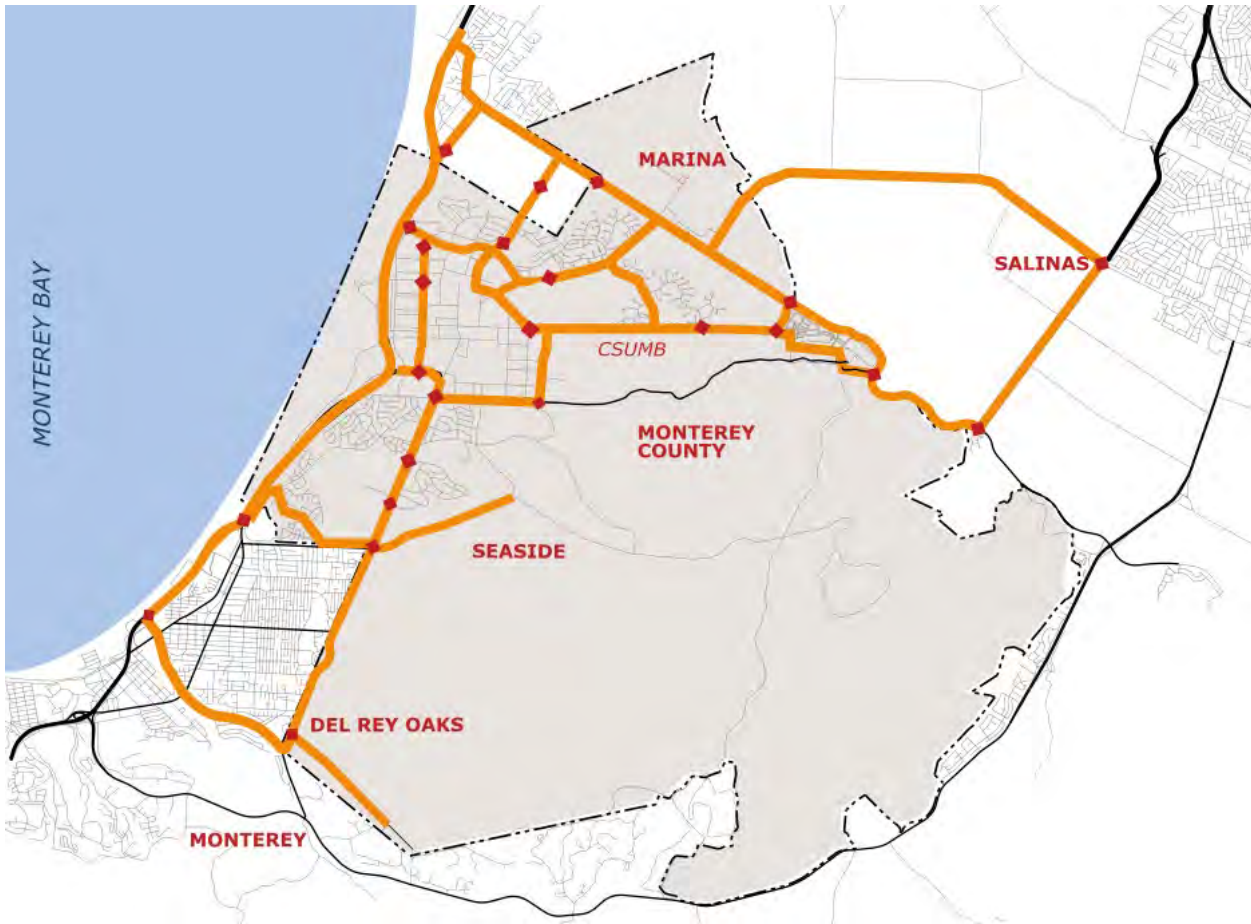




Figure 1.2: Buildout with NE/SW Connector

- Existing Roads (*orange*)
- FORA CIP Projects (*green*)
- (C1) NE/SW Connector in the RTP (*olive*)
- (C2) Alternative Connector Road from Eucalyptus Rd to Watkins Gate Rd (*cyan*)
- (C3) Alternative Connector Rd from Eucalyptus Rd to 8th Ave. (*pink*)

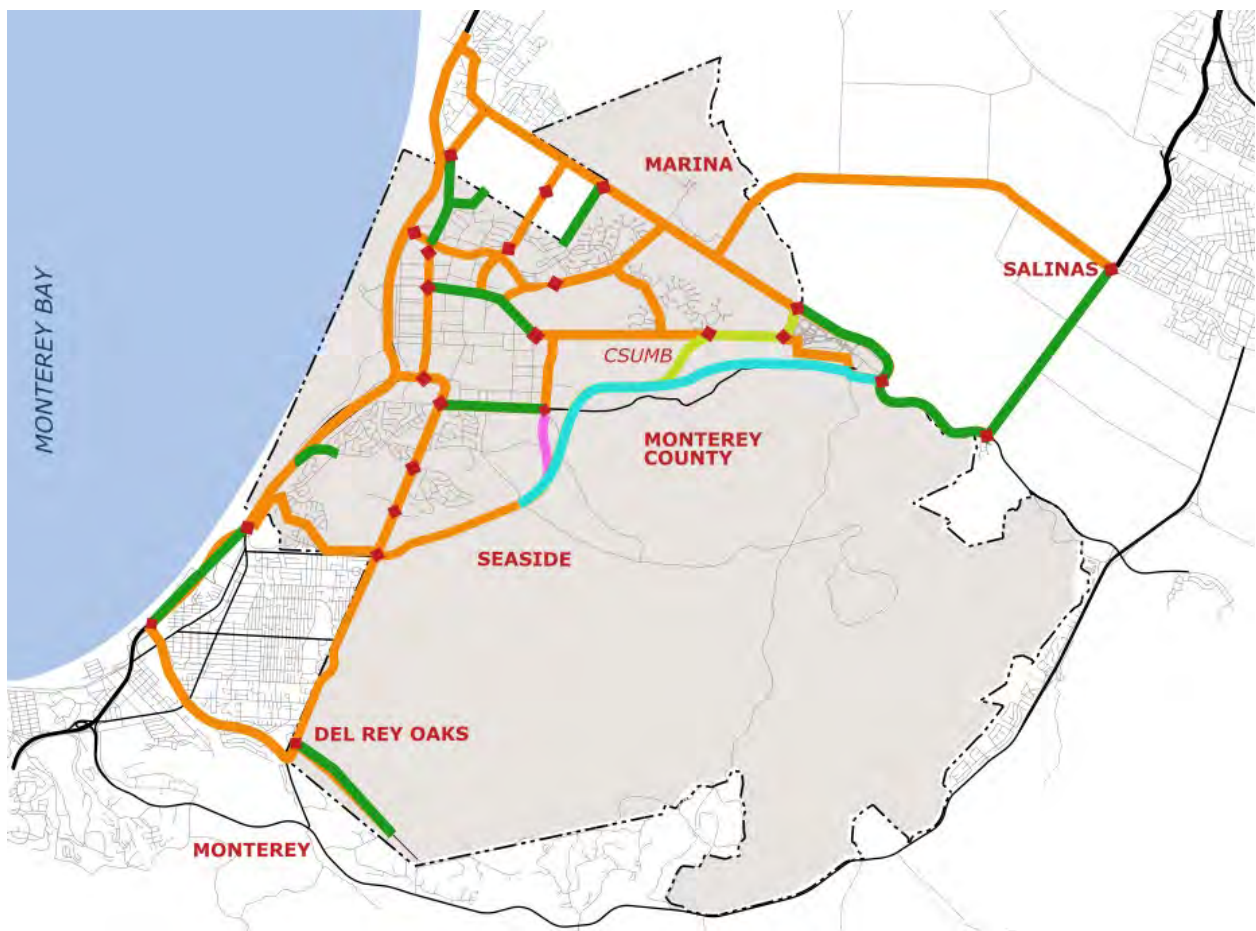
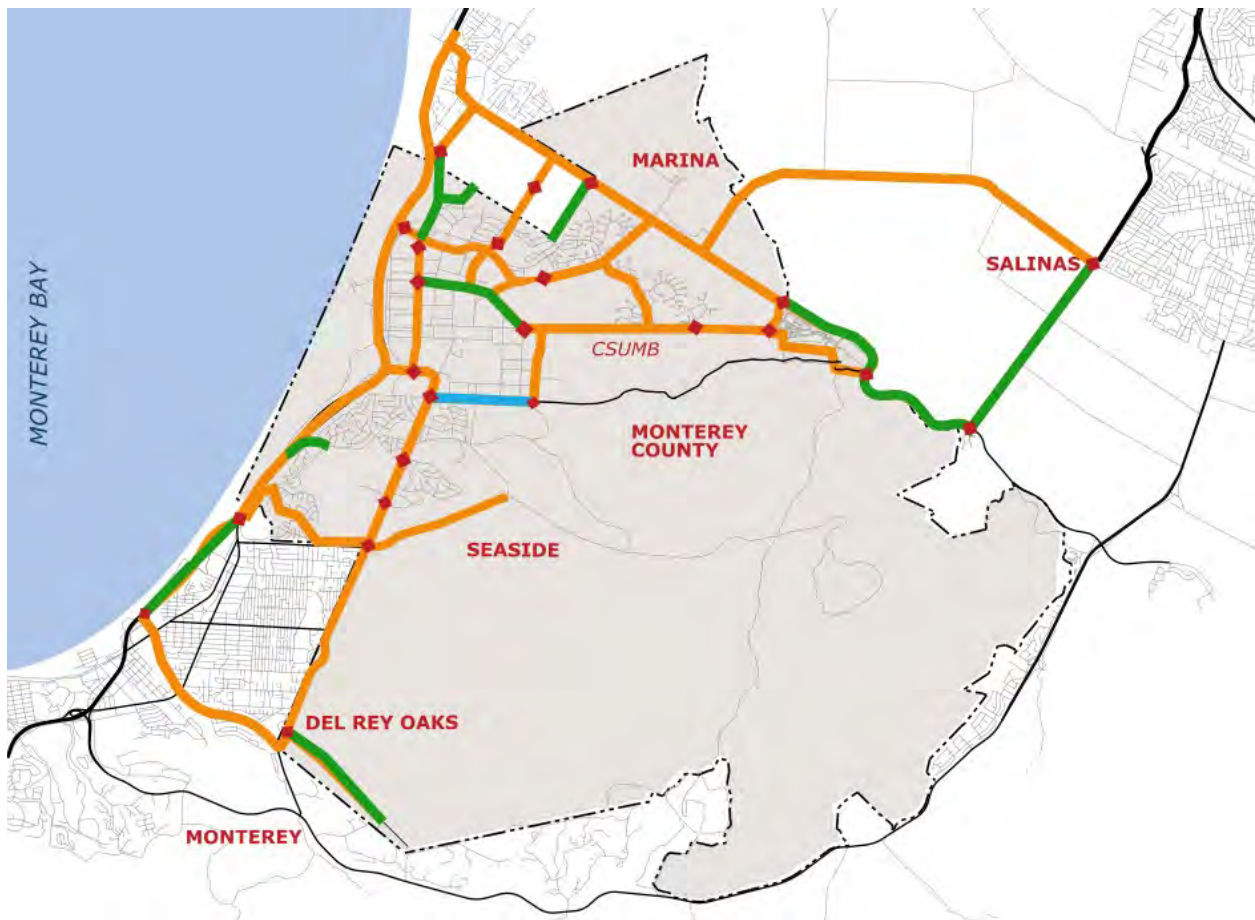




Figure 1.3: FORA CIP Buildout – Not Including Connector (C4) or Gigling Improvements (C5)

- Existing Roads (*orange*)
- FORA CIP Projects (*green*)
- (C4) Buildout not including NE/SW Connector
- (C5) Buildout not including NE/SW Connector or Improving Gigling Rd (*blue*)





2020 FORA TRANSITIONAL TRANSPORTATION STUDY

This study includes analysis of transportation improvement packages based on the current (2019/2020) FORA CIP. Five different scenarios that include different transportation improvement packages were developed and compared to the existing conditions (2019) using a subarea version of the 2018 AMBAG Regional Transportation Demand Model (RTDM) developed specifically for this study. An overview of the RTDM, a detailed description of the scenarios, the analysis results, and the findings and conclusions are provided in the following sections. The purpose of the 2020 FORA Transitional Transportation Study is to highlight changes in transition plan status of specific transportation improvements from FORA to local agency partners. The transportation improvements are associated with a FORA transition plan by providing impact analyses for several scenarios related to the FORA CIP.

Regional Transportation Demand Model

The 2018 AMBAG Regional Travel Demand Model was used to determine the FORA CIP roadway network deficiencies. AMBAG completed an update of the model for the Metropolitan Transportation Plan / Sustainable Communities (2040 MTP/SCS and RTP) for Monterey, San Benito, and Santa Cruz Counties. The model includes detailed transportation and transit networks, as well as a geographically based TAZ layer containing socioeconomic data for the base year 2015 and forecast year 2040. The AMBAG Regional Travel Demand Model has a base year 2015 condition established using data from the 2010-2012 California Household Travel Survey, US Census, employment, and traffic data.

Review & Update of Land Use Assumptions

Kimley-Horn, in consultation with FORA and TAMC staff, updated and refined the model's transportation network, reflecting the Base Reuse Plan land use assumptions, and included recent development data for the Fort Ord jurisdictions. This analysis assumes the resource constrained Base Reuse Plan buildout described in FORA's Development and Resource Management Plan (DRMP) (BRP section 3.11.5) for scenarios that include 2040 land uses.

Table 1 and **Table 2** summarize the updated Fort Ord land use data for full buildout of projects that contribute to the 2020 FORA Transition Transportation Study. FORA received its land use projections from the individual jurisdictions, and they were recently verified by Economic Planning Systems (EPS). Land use development data includes any relevant land use, employment, and household information available from development plans and regulatory documents. Data collected from the development plans and regulatory documents were categorized in accordance to the demographic and land use attributes in the 2018 RTDM. This maintains consistency between the housing and employment totals from the collected data with the model's land use inputs. Note that **Table 1** and **Table 2** reflect readily available current project information obtained during this project (detailed employment information is only presented for FORA land use projects). **Figure 2.1** shows the TAZ structure in which the land use information for this model is contained.

Table 1: Development Forecasts FORA 2018/19 CIP: Residential (1)

TAZ (all)	Land Use Location & Description	TAZ (distributed)	Forecast Distribution Assumption %	Forecast	Forecast + Built
	NEW RESIDENTIAL				
	<u>Marina</u>				
839, 848, 855, 870, 853	Seahaven A (Entitled)	-	100%		
		839	25%	201	201
		848	25%	201	201
		855	13%	100	100
		870	13%	100	100
		853	25%	201	201
790, 815	Dunes Phase 1 (Entitled)	-	100%		
		790	50%	15	220
		815	50%	15	220
788, 789, 815,	Dunes Phase 2 (Entitled)	-	100%		
		788	25%	111	111
		789	20%	89	89
		815	55%	244	244
788, 791	Dunes Phase 3 (Entitled)	-	100%		
		788	25%	109	109
		791	75%	326	326
789, 813, 821	Cypress Knolls (Entitled)		-		
		789	20%	142	142
		813	40%	285	285
		821	40%	285	285
789	VTC Supportive Housing (Entitled)	789	100%	71	71
	<u>Seaside</u>				
762	Seaside Resort (Entitled)	762	100%	122	125
814, 847	Surplus II (Planned)		-		
		814	75%	138	138
		847	25%	46	46
1803	26 Acre Parcel (Planned)	1803a	100%	189	189
1803	Main Gate (Planned)	1803b	100%	590	590
801	Nurses Barracks (Planned)	801a	100%	40	40
774, 787	Seaside East (Planned)		-		
		774	75%	0	0
		787	25%	0	0

Table 1: Development Forecasts FORA 2018/19 CIP: Residential Continued (1)

TAZ (all)	Land Use Location & Description	TAZ (distributed)	Forecast Distribution Assumption %	Forecast	Forecast + Built
	NEW RESIDENTIAL				
	<u>Other</u>				
1035,1039, 1042, 1052, 1063, 1065, 1068, 1070	East Garrison I (Entitled)	-	100%		
		1035	12.0%	72	176
		1039	16.0%	96	235
		1042	17.0%	102	250
		1052	17.0%	102	250
		1063	15.0%	90	221
		1065	12.0%	72	176
		1068	7.0%	42	103
		1070	4.0%	24	59
1782	Del Rey Oaks (through 2030)	1782	100%	691	691
1782				500	500
980	UC Blanco Triangle (Planned)	980	100%	240	240
	<u>Other Residential (Planned)</u>				
-	TOTAL NEW RESIDENTIAL	-	-	5,650	6,932
	EXISTING/REPLACEMENT RESIDENTIAL				
913	CSUMB	913	100%	-4	65
908	CSUMB	908	100%	1	882
853a	Preston Park (Entitled)	853a	100%		352
839, 848	Seahaven (Entitled)		-		
		839	50%	24	124
		848	50%	24	124
848	Abrams B (Entitled)	848			192
848	MOCO Housing Authority (Entitled)	848			56
848	Shelter Outreach Plus (Entitled)	848			39
789	VTC (Entitled)	789			13
853	Interim Inc (Entitled)	853			11
762	Sunbay (Entitled)	762			297
750, 769	Bayview (Entitled)		-		
		750			135
		769			90
762, 765	Seaside Highlands (Entitled)		-		
		762			361
		765			19
	TOTAL EXISTING/REPLACE	-	-	47	1,813



Table 2: Development Forecasts FORA 2018/19 CIP: Non-Residential (1)

TAZ (all)	Land Use Location & Description	Square Footage			Employment	
		Built To Date	Forecast	Forecast + Built	EMP: Built To Date	EMP: Forecast
	NON-RESIDENTIAL					
	Office					
908	CSUMB	21,350	17,850	39,200	61	51
1782	Del Rey Oaks RV Park (Entitled)	-	400,000	400,000		1143
	Del Rey Oaks RV Park (Planned)					
1782, 766	Monterey (Planned)	-	721,524	721,524		2061
1063, 1065, 1070	East Garrison I (Entitled)	-	68,000	68,000		194
789	Imjin Office Park (Entitled)	28,000	-	28,000	80	
790, 815	Dunes Phase 1 (Entitled)	203,000	30,000	233,000	580	86
788, 789	Dunes Phase 2 (Entitled)		-	-		
791	Dunes Phase 3 (Entitled)	-	450,000	450,000		1286
			400,000	400,000		
		-	-	-		
853	Interim Inc. (Entitled)	14,000	-	14,000	40	
899	Marina (Planned)	-	-	-		
788	TAMC (Planned)	-	-	-		
814, 847	Campus Town / Surplus II (Planned)		-	-		0
1803	Campus Town /26 Acre (Planned)		-	-		
			-	-		
774, 787	Seaside East (Planned)	14,900	400,000	414,900	43	1143
787	Seaside East / Boomerang Parcel	-	250,000	250,000	0	714
899, 937, 980	UC (Planned)	-	680,000	680,000		1943
	Total Office	259,900	3,399,524	3,659,424	743	8570



Table 2: Development Forecasts FORA 2018/19 CIP: Non-Residential (1)

TAZ (all)	Land Use Location & Description	Square Footage			Employment	
		Built To Date	Forecast	Forecast + Built	EMP: Built To Date	EMP: Forecast
	NON-RESIDENTIAL					
	Industrial					
766, 1782	Monterey (Planned)	-	216,276	216,276		216
842	Marina CY (Entitled)	12,300	-	12,300	12	
790, 815	Dunes Phase 1 (Entitled)	418,000	55,000	473,000	418	55
788, 789	Dunes Phase 2 (Entitled)		25,000	25,000		25
791	Dunes Phase 3 (Entitled)	-	-	-		
		-	-	-		
899	Marina Airport (Entitled)	250,000	-	250,000	250	
788	TAMC (Planned)	-	-	-		
814, 847	Campus Town / Surplus II (Planned)		150,000	150,000		150
1803	Campus Town /26 Acre (Planned)		-	-		
774, 787	Seaside East (Planned)	14,900	-	14,900	15	0
899, 937, 980	UC (Planned)	38,000	310,000	348,000	38	310
	Total Industrial	733,200	756,276	1,489,476	733	756



Table 2: Development Forecasts FORA 2018/19 CIP: Non-Residential (1)

TAZ (all)	Land Use Location & Description	Square Footage			Employment	
		Built To Date	Forecast	Forecast + Built	EMP: Built To Date	EMP: Forecast
	NON-RESIDENTIAL					
	Retail					
908	CSUMB	4,400	-	-	8	
1782	Del Rey Oaks (Planned)	-	-	-		
1063, 1065	East Garrison I (Entitled)	-	34,000	34,000		62
790, 815	Dunes Phase 1 (Entitled)	418,000	55,000	473,000	760	100
788, 789	Dunes Phase 2 (Entitled)		25,000	25,000		45
791	Dunes Phase 3 (Entitled)		-	-		
788	TAMC (Planned)	-	-	-		
762	Seaside Resort (Entitled)	-	10,000	10,000		18
814, 847	Campus Town / Surplus II (Planned)		150,000	150,000		273
1803	Campus Town /26 Acre (Planned)		-	-		
1803	Main Gate		150,000	150,000		273
774, 787	Seaside East (Planned)	-	-	-		0
899, 937, 980	UC (Planned)	-	310,000	310,000		564
	Total Retail	418,000	734,000	1,152,000	760	1335

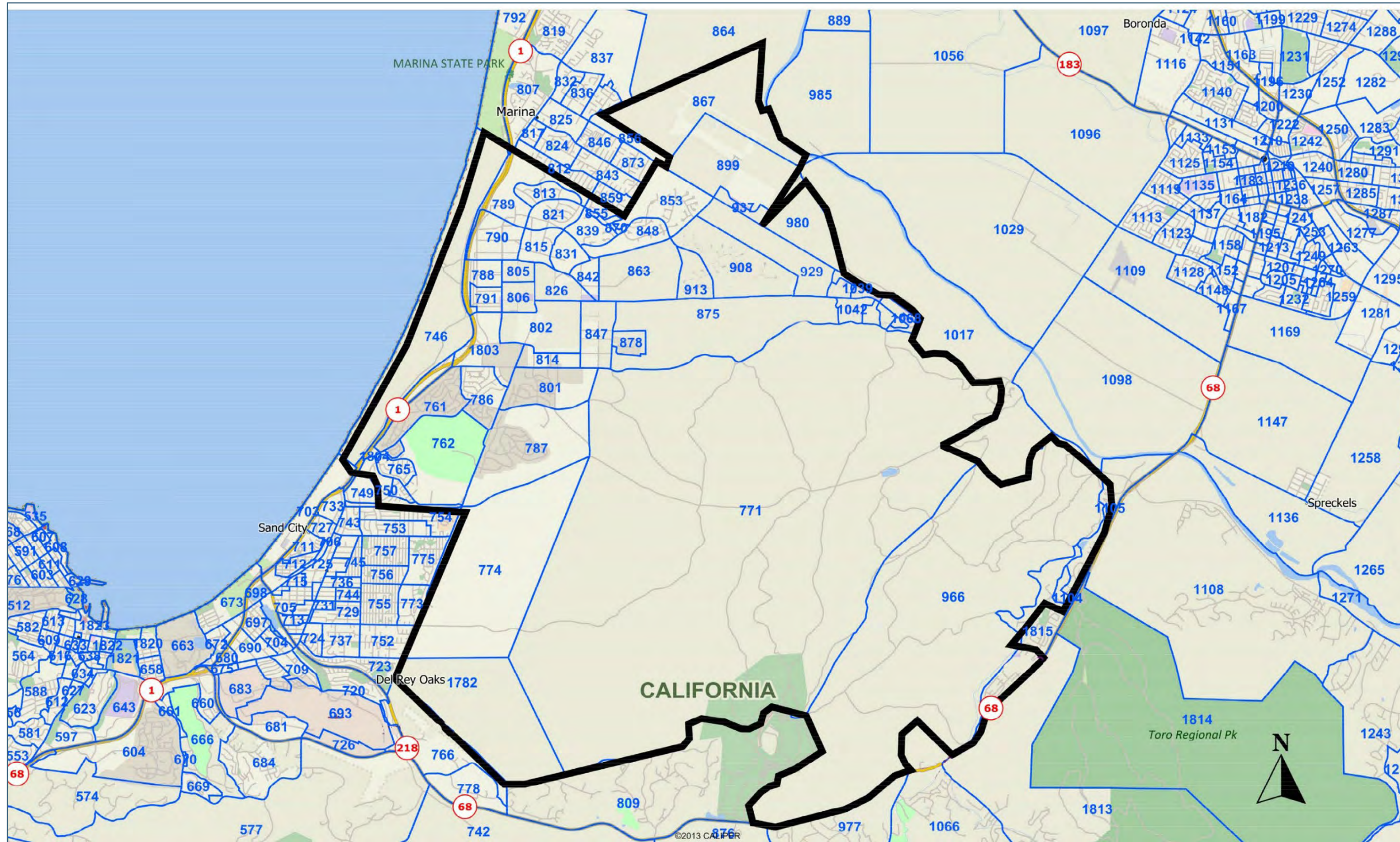


Table 2: Development Forecasts FORA 2018/19 CIP: Non-Residential (1)

TAZ (all)	Land Use Location & Description	Built To Date	Forecast	Forecast + Built
	HOTEL ROOMS			
	Hotel (rooms)			
1782	Del Rey Oaks RV Park (Planned)	-	550	550
			250	250
790	Dunes Phase 1 (Entitled)	106	94	200
789	Dunes Phase 2 (Entitled)	-	300	300
	Dunes Phase 3 (Entitled)		-	
762	Seaside Resort (Entitled)	-	330	330
762	Seaside Resort TS (Entitled)	-	-	-
1803	Campus Town / Surplus II (Planned)		-	-
1803	Campus Town /26 Acre (Planned)		118	118
1803	Main Gate		250	250
774, 787	Seaside East (Planned)	-	-	-
899, 937, 980	UC (Planned)	-	-	-
	Total Hotel Units	106	1,892	1,998
TAZ (all)	Land Use Location & Description	Built To Date	Forecast	Forecast + Built
	Students			
	University			
806	University (CSUMB)	2,322	2,123	4,445
826	University (CSUMB)	995	910	1,905
847	University (CSUMB)	3,317	3,033	6,350
913	University (CSUMB)	-	-	-
908	University (CSUMB)	-	-	-
	Total Students	6,634	6,066	12,700



Figure 2.1: FORA Traffic Analysis Zones





Model Validation

The development of the travel demand model used for the 2020 FORA Transition Transportation Study was based on the 2018 AMBAG Regional Travel Demand Model (RTDM) and includes refinements to the free flow speeds coded into the model's roadway network to improve the model's traffic assignment for FORA area roadways.

As described on AMBAG's website:

“the 2018 RTDM is a technical update only to the 2014 RTDM. The technical update to the 2018 RTDM uses a new base year of 2015 to incorporate land use and transportation network changes. The 2015 base year was not re-estimated, re-calibrated, or re-validated. The 2014 RTDM was an entirely new travel demand model estimated and calibrated to 2010 conditions using data from the 2010-11 California Household Travel Survey (CHTS), Census, employment, and traffic counts data. The model utilizes advance techniques to capture travel behavior at a more individual-level and incorporates disaggregate level data into some of the modeling stages. The primary reasons for introducing more disaggregate level data into the model was to assist in addressing elements of SB 375, and to pave the way for a possible transition to a tour-based modeling approach in the future. This updated model is a traditional four-step trip-based approach, and as such includes models for Trip Generation, Trip Distribution, Mode Choice, and Trip Assignment.”

Note: the 2017 FORA Fee Reallocation Study was a nexus analysis which included a detailed validation of the FORA model based on the prior 2014 RTDM. As such, this version of the FORA model should only be considered a technical update to the 2017 FORA Fee Reallocation Study and valid for the purposes of this study, similarly to how AMBAG resolved the development of the 2018 model.



FORA Capital Improvement Program Roadway Projects

To support the proposed developments within the FORA area and provide mitigation for impacts to the transportation network, the 2018/2019 FORA CIP includes the following transportation improvement projects, which receive funding from the Community Facilities District Special Tax and are shown in **Figure 3.1**. Note that the projects have been identified as being Regional, Off-Site, or On-Site based on their context and relative location. Additional detail regarding the improvements is provided in the Table and Figures included with the Scenario Analysis section later in this study.

Regional

- SR 156 between US 101 and SR 1
- Highway 1 widening between Sand City and Seaside
- A new Monterey Road Interchange on Highway 1 in the City of Seaside

Off-Site

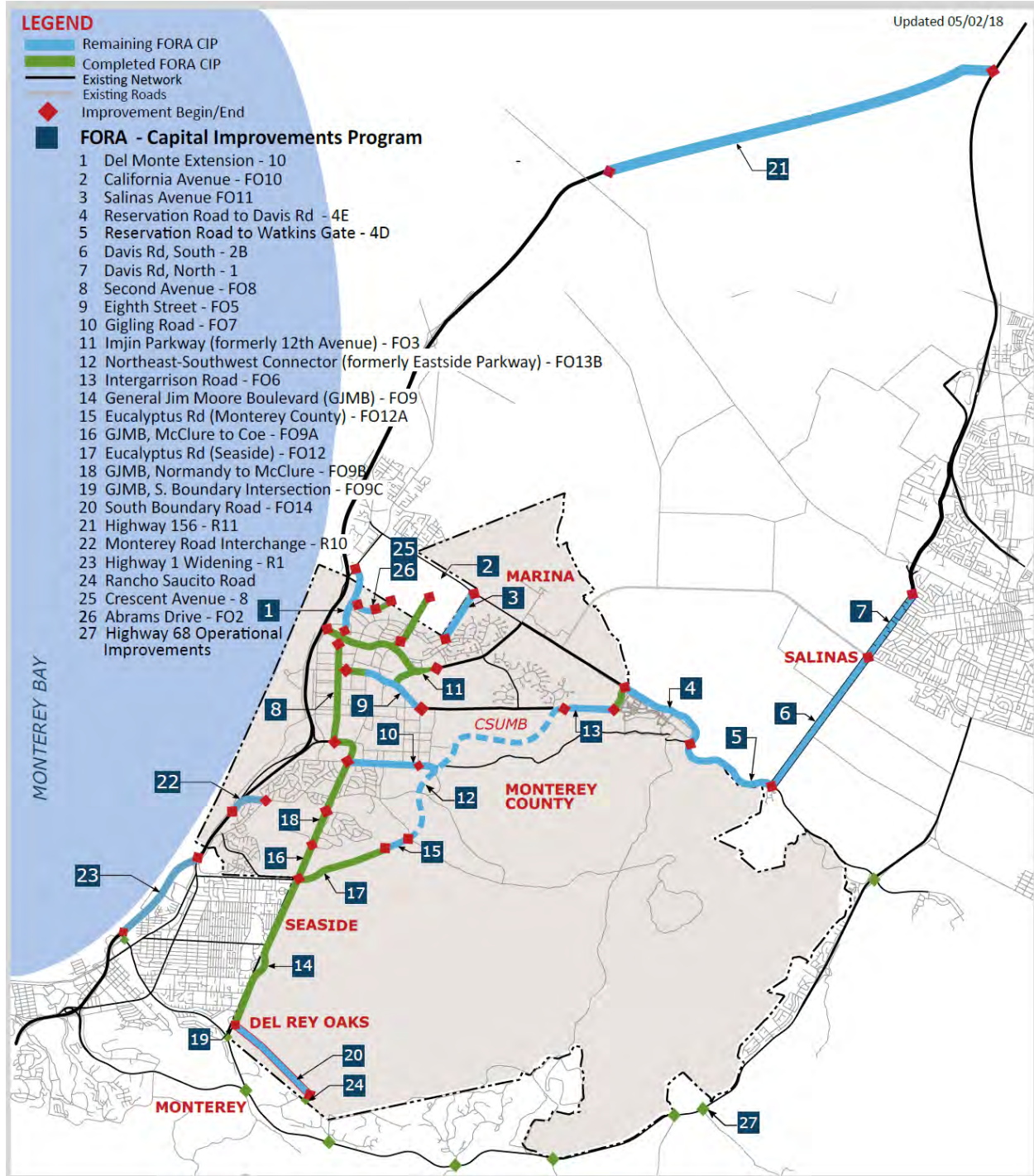
- Davis Road between Blanco Road and SR 183
- Davis Road between Blanco Road and Reservation Road
- Reservation Road between Davis Road and Watkins Gate Road
- Reservation Road between Watkins Gate Road and East Garrison Road
- Crescent Avenue in the City of Marina
- Abrams Road in the City of Marina
- Salinas Road in the City of Marina
- 8th Street in Marina between Inter-Garrison Road and Second Avenue

On-Site

- NE/SW Connector between Schoonover Road and Eucalyptus Road
- Inter-Garrison Road between Schoonover Road and East Garrison
- South Boundary Road between York Road and General Jim Moore Boulevard
- Gap closure of Eucalyptus Road to where NE/SW Connector starts
- Gigling Road between NE/SW Connector and General Jim Moore Boulevard
- General Jim Moore Boulevard from the four-lane section to South Boundary Road.



Figure 3.1: FORA Roadway Transportation Projects





Scenario Analysis

The following exhibits present the existing conditions analysis and establishes the nexus for the FORA roadway projects to demonstrate that the proposed transportation improvements in the FORA CIP will provide adequate mitigation for future roadway deficiencies. The analysis clearly shows how traffic shifts between the regional roadways and connections based on the roadways that are either eliminated or provide the alternative shortest anticipated travel route between the City of Salinas and the Monterey Peninsula. Of note is the relatively low volumes on Gigling Road in all scenarios, which indicates the need for widening was mainly caused by the jurisdictional forecasts for development parcels east of the roadway (TAZ 771 and 875). The city of Seaside and Monterey County are no longer projecting development on these parcels through 2040.

For the purposes of this analysis, a roadway has an acceptable service level at LOS D or better (BRP page 285). A roadway is considered deficient if the service level falls below LOS D. Data is provided for both existing (Scenario E1) and 2040 (Scenarios C1 through C5) conditions. **Table 9** shows analysis results of all Scenarios. Note that the findings of this analysis are based on traffic counts and not a model run analysis.

EXISTING CONDITIONS

As shown, Blanco Road between Reservation Road and Cooper Road is currently deficient.

Coe Avenue is newly included in this analysis. The existing Coe Ave. does not show a deficiency; however, the model accurately reflects the counted traffic on the roadway.

The traffic on the existing Monterey Road is congested due to the high school peak traffic demand, and the congestion at the North Fremont Interchange with SR 1. In addition, SR 1 between Imjin Road and North Fremont also experiences congestion. The southbound segment of SR-1 between N Fremont and SR 218, which is the segment after the lane drop, operates acceptably, due to the bottleneck occurring upstream on the network.

SCENARIO C1

Includes the FORA CIP projects and the NE/SW Connector from Eucalyptus Road to Inter-Garrison Road. The impact is that eight of the roadway projects would operate at deficient LOS in 2040 conditions with planned land use development as contained in the AMBAG Regional Travel Demand Model. The model indicates that the road attracts traffic beyond its capacity as a two-lane arterial, thus showing a deficient LOS.

SCENARIO C2

Includes the FORA CIP projects and the NE/SW Connector from Eucalyptus Road to Watkins Gate. The impact is that seven of the roadway projects would operate at deficient LOS in 2040 conditions with planned land use development as contained in the AMBAG Regional Travel Demand Model. This connection shows that Reservation Road from Watkins Gate Rd to Davis Rd



needs to be widened due to the added volumes from the NE/SW Connector Road at Watkins Gate Road. This was anticipated in the 1997 Traffic Study and is consistent with the current FORA CIP.

SCENERIO C3

FORA CIP excluding the NE/SW Connector, but adding a new roadway between Eucalyptus Road and 8th Street (Alternative Roadway 1). The impact is that ten of the roadway projects would operate at deficient LOS in 2040 conditions. The added traffic to 8th Avenue is such that 8th Ave. would be deficient, indicating that the road needs to be reconfigured to be a suitable alternative. The deficiencies increase on other roads due to the NE/SW Connector being eliminated from the analysis.

SCENERIO C4

FORA CIP excluding the NE/SW Connector, and alternative roadways. The impact is that nine of the roadway projects would operate at deficient LOS in 2040 conditions with planned land use development as contained in the AMBAG Regional Travel Demand Model.

SCENERIO C5

FORA CIP excluding the NE/SW Connector, alternative roadways, and excludes the widening of Gigling Road from two to four lanes. The impact is that ten of the roadway projects would operate at deficient LOS in 2040 conditions with planned land use development as contained in the AMBAG Regional Travel Demand Model. While 2nd Avenue between 8th Street and Lightfighter Drive is on the border of being deficient in other scenarios, only this scenario loads enough traffic to make the roadway deficient. This scenario indicates that with no added connections via the NE/SW Connector or otherwise, volumes would further increase on the existing roadways. In addition, Imjin Parkway would be almost congested, even with the improved four lane section between Reservation Road and Imjin Parkway.

INTERSECTIONAL ANALYSIS

The model indicates several roadways operate at or close to capacity if the full 2019/2020 CIP is not constructed. Typically, if roadways fail, intersection improvements are also required. Based on this analysis results, the following intersections are anticipated to also fail if a connector is not provided between General Jim Moore Boulevard and Reservation Road.

- a. Imjin Parkway/Reservation Road
- b. Imjin Parkway/Abrams Road
- c. Coe Avenue/General Jim Moore Boulevard/Eucalyptus Road
- d. Gigling Road/8th Avenue
- e. Inter-Garrison Road and 8th Avenue



Table 9: Volumes and Level of Service for Existing Conditions (E1), and Scenarios C1 through C5 (Deficient LOS shown in red)

ID	Roadway	Street 1	Street 2	Time Period	2019 Count	C1 Volume	C2 Volume	C3 Volume	C4 Volume	C5 Volume	E1 LOS	C1 LOS	C2 LOS	C3 LOS	C4 LOS	C5 LOS
1	Reservation Rd	Del Monte Blvd	California Ave	AM Peak-Hour	1,168	2,000	2,000	2,000	1,900	1,900	A	B	B	B	B	B
				PM Peak-Hour	1,498	2,300	2,300	2,300	2,300	A	B	B	B	B	B	B
2	Reservation Rd	California Ave	Imjin Rd	AM Peak-Hour	1,238	2,100	2,100	2,200	2,200	2,200	A	B	B	B	B	B
				PM Peak-Hour	1,082	2,000	2,000	2,000	2,000	A	B	B	B	B	B	
3	Reservation Rd	Imjin Rd	Blanco Rd	AM Peak-Hour	2,581	4,100	4,100	4,800	4,900	4,900	B	E	E	E	E	F
				PM Peak-Hour	2,774	4,400	4,400	5,000	5,100	B	D	D	E	E	E	
4	Reservation Rd	Blanco Rd	Inter-Garrison Rd	AM Peak-Hour	720	2,200	2,100	2,900	3,000	3,000	A	B	B	C	C	C
				PM Peak-Hour	833	2,400	2,300	3,000	3,100	A	B	B	B	B	B	
5	Reservation Rd	Inter-Garrison Rd	Watkins Gate	AM Peak-Hour	1,049	3,300	2,400	3,300	3,200	3,200	A	D	C	D	D	D
				PM Peak-Hour	1,047	3,400	2,300	3,300	3,300	A	D	C	D	D	D	
6	Inter-Garrison Rd	Sherman Blvd	Abrams Dr	AM Peak-Hour	1,746	3,500	1,700	2,600	2,400	2,400	C	D	B	B	B	B
				PM Peak-Hour	1,560	3,200	1,400	2,300	2,200	C	C	A	B	B	B	
7	Abrams Dr	Imjin Rd	Inter-Garrison Rd	AM Peak-Hour	279	200	200	300	300	300	A	A	A	A	A	A
				PM Peak-Hour	406	300	300	300	400	400	A	A	A	A	A	A
8	Imjin Pkwy	Reservation Rd	Abrams Dr	AM Peak-Hour	1,735	2,600	2,600	3,300	3,400	3,400	B	C	C	E	E	E
				PM Peak-Hour	2,044	3,000	3,000	3,600	3,700	B	C	C	D	D	D	
9	Imjin Pkwy	Abrams Dr (W)	Abrams Dr (E)	AM Peak-Hour	1,741	2,400	2,500	3,200	3,300	3,300	B	C	C	E	E	E
				PM Peak-Hour	1,956	2,800	2,800	3,400	3,500	B	C	C	D	D	D	
10	Imjin Pkwy	Abrams Dr (W)	California Ave	AM Peak-Hour	1,788	2,700	2,600	2,900	3,100	3,200	B	C	C	C	C	D
				PM Peak-Hour	2,054	2,800	2,700	3,200	3,300	B	C	C	C	C	C	
11	Inter-Garrison Rd	Abrams Dr	7th Ave	AM Peak-Hour	956	700	1,000	1,800	1,700	1,700	C	C	D	F	E	E
				PM Peak-Hour	726	400	600	1,600	1,400	B	B	C	E	E	E	
12	8th St	Inter-Garrison Rd	Imjin Rd	AM Peak-Hour	164	500	500	500	400	400	A	A	A	A	A	A
				PM Peak-Hour	89	400	400	400	400	A	A	A	A	A	A	
13	8th St	Imjin Rd	4th Ave	AM Peak-Hour	103	200	200	700	600	600	A	B	B	B	B	B
				PM Peak-Hour	47	400	400	600	600	A	A	A	B	B	B	
14	Imjin Pkwy	California Ave	2nd Ave	AM Peak-Hour	2,261	3,600	3,600	4,000	4,200	4,200	B	C	C	D	D	D
				PM Peak-Hour	2,347	3,500	3,500	3,900	4,000	B	C	C	D	D	D	
15	California Ave	Imjin Rd	Reservation Rd	AM Peak-Hour	535	1,100	1,100	1,100	1,100	1,100	A	C	C	C	C	C
				PM Peak-Hour	395	900	900	900	900	A	B	B	B	B	B	
16	Del Monte Blvd	Reservation Rd	SR-1	AM Peak-Hour	1,028	2,100	2,100	2,100	2,100	2,100	B	C	C	C	C	C
				PM Peak-Hour	1,379	2,300	2,300	2,300	2,300	D	C	C	C	C	C	
17	2nd Ave	Imjin Pkwy	8th St	AM Peak-Hour	773	1,600	1,600	1,600	1,600	1,600	D	D	D	D	D	D
				PM Peak-Hour	460	1,000	1,000	1,000	1,100	B	B	B	B	B	B	
18	2nd Ave	8th St	Lightfighter Dr	AM Peak-Hour	635	1,400	1,400	1,600	1,600	1,600	C	C	C	D	D	E
				PM Peak-Hour	396	1,000	1,000	1,000	1,100	A	B	B	C	C	C	
19	7th Ave	Gigling Rd	Inter-Garrison Rd	AM Peak-Hour	159	100	100	300	400	300	A	A	A	B	C	B
				PM Peak-Hour	87	100	100	200	400	300	A	A	A	A	B	B
20	8th Ave	Gigling Rd	Inter-Garrison Rd	AM Peak-Hour	823	1,100	1,200	2,300	1,500	1,400	D	B	B	E	C	C
				PM Peak-Hour	560	600	800	2,100	1,200	B	A	B	D	C	C	
21	Colonel Durham St	7th Ave	Parker Flats Rd	AM Peak-Hour	327	300	300	300	300	300	B	A	A	A	A	A
				PM Peak-Hour	209	200	200	200	200	A	A	A	A	A	A	
22	Colonel Durham St	Parker Flats Rd	Lightfighter Dr (Malmedy)	AM Peak-Hour	342	300	300	300	300	300	B	A	A	A	A	A
				PM Peak-Hour	226	200	200	200	200	A	A	A	A	A	A	

Table 9: Volumes and Level of Service for Existing Conditions (E1), and Scenarios C1 through C5 (continued) (Deficient LOS shown in red)

ID	Roadway	Street 1	Street 2	Time Period	2019 Count	C1 Volume	C2 Volume	C3 Volume	C4 Volume	C5 Volume	E1 LOS	C1 LOS	C2 LOS	C3 LOS	C4 LOS	C5 LOS		
23	Gigling Rd	8th St	Parker Flats Rd	AM Peak-Hour	620	1,400	1,400	1,000	1,400	1,200	C	A	A	A	A	C		
				PM Peak-Hour	468	1,400	1,400	1,000	1,300	1,200	B	A	A	A	A	C		
24	Gigling Rd	Parker Flats Rd	Lightfighter Dr (Malmedy)	AM Peak-Hour	787	1,500	1,500	1,000	1,400	1,200	C	A	A	A	A	C		
				PM Peak-Hour	625	1,500	1,500	1,000	1,300	1,200	B	A	A	A	A	C		
25	Gigling Rd	Lightfighter Dr (Malmedy)	General Jim Moore Blvd	AM Peak-Hour	784	1,400	1,400	1,000	1,300	1,200	C	A	A	A	A	C		
				PM Peak-Hour	631	1,200	1,200	800	1,100	1,000	B	A	A	A	A	C		
26	Gigling Rd	General Jim Moore Blvd	1st Ave	AM Peak-Hour	182	600	600	500	500	500	A	B	B	B	B	B		
				PM Peak-Hour	198	700	700	600	700	700	A	B	B	B	B	B		
27	Lightfighter Dr	General Jim Moore Blvd	2nd Ave	AM Peak-Hour	1,268	1,900	1,900	1,900	2,000	2,000	A	D	D	D	D	D		
				PM Peak-Hour	1,076	1,800	1,800	1,700	1,700	1,700	A	D	D	D	D	D		
28	Lightfighter Dr	2nd Ave	1st Ave	AM Peak-Hour	1,232	1,200	1,200	1,100	1,100	1,100	A	C	C	B	C	C		
				PM Peak-Hour	1,058	1,200	1,300	1,100	1,100	1,100	A	C	C	C	C	C		
29	Lightfighter Dr	1st Ave	SR-1	AM Peak-Hour	1,554	2,200	2,200	2,100	2,100	2,100	B	B	B	B	B	B		
				PM Peak-Hour	1,418	2,500	2,500	2,300	2,200	2,200	A	B	B	B	B	B		
30	1st Ave	Lightfighter Dr	Gigling Rd	AM Peak-Hour	292	700	700	700	700	700	A	B	B	B	B	B		
				PM Peak-Hour	296	900	900	900	900	900	A	B	B	B	B	B		
31	Coe Ave	General Jim Moore Blvd	Monterey Rd	AM Peak-Hour	301	300	300	300	300	300	A	A	A	A	A	A		
				PM Peak-Hour	262	300	300	300	300	300	A	A	A	A	A	A		
32	General Jim Moore Blvd	Coe Ave	Broadway Ave	AM Peak-Hour	1,225	2,900	2,900	2,700	2,300	2,300	A	C	C	C	B	B		
				PM Peak-Hour	1,163	2,600	2,600	2,400	2,000	2,000	A	C	C	B	B	B		
33	Fremont Blvd	SR-1	Broadway Ave	AM Peak-Hour	1,015	1,100	1,100	1,100	1,100	1,100	A	A	A	A	A	A		
				PM Peak-Hour	1,271	1,300	1,300	1,400	1,400	1,400	A	A	A	A	A	A		
34	Del Monte Blvd	Fremont Blvd	SR-218	AM Peak-Hour	897	900	900	900	1,000	1,000	A	A	A	A	A	A		
				PM Peak-Hour	1,121	1,100	1,100	1,100	1,200	1,200	A	A	A	A	A	A		
35	Broadway Ave	Del Monte Blvd	Fremont Blvd	AM Peak-Hour	761	1,100	1,100	1,000	900	900	A	A	A	A	A	A		
				PM Peak-Hour	854	1,100	1,100	1,000	900	900	A	A	A	A	A	A		
36	Broadway Ave	Fremont Blvd	General Jim Moore Blvd	AM Peak-Hour	935	1,400	1,400	1,300	1,100	1,100	A	A	A	A	A	A		
				PM Peak-Hour	815	1,200	1,200	1,200	1,000	1,000	A	A	A	A	A	A		
37	General Jim Moore Blvd	Broadway Ave	SR-218	AM Peak-Hour	1,245	1,700	1,600	1,700	1,700	1,700	B	A	A	A	A	A		
				PM Peak-Hour	1,184	1,500	1,500	1,400	1,400	1,400	A	A	A	A	A	A		
38	Canyon Del Rey Blvd	Del Monte Blvd	Fremont Blvd	AM Peak-Hour	1,330	1,400	1,400	1,300	1,300	1,300	A	A	A	A	A	A		
				PM Peak-Hour	1,526	1,700	1,700	1,700	1,700	1,700	A	A	A	A	A	A		
39	Canyon Del Rey Blvd	Fremont Blvd	General Jim Moore Blvd	AM Peak-Hour	1,330	1,600	1,600	1,600	1,500	1,500	B	C	C	C	C	C		
				PM Peak-Hour	1,526	1,900	1,900	1,900	1,900	1,900	B	C	C	C	C	C		
40	Canyon Del Rey Blvd	SR-1	Del Monte Blvd	AM Peak-Hour	1,504	2,000	2,000	2,000	2,100	2,100	A	B	B	B	B	B		
				PM Peak-Hour	1,733	2,200	2,100	2,200	2,200	2,200	A	B	B	B	B	B		
41	2nd Ave Extension	Del Monte Blvd	Imjin Pkwy	AM Peak-Hour	Model Volume Only	300	300	300	300	300	Future Roadway	A	A	A	A	A		
				PM Peak-Hour		0	0	0	0	0		A	A	A	A	A		
42	Salinas Ave	Reservation Rd	Abrams Dr	AM Peak-Hour		0	0	0	0	0		A	A	A	A	A		
				PM Peak-Hour		0	0	0	0	0		A	A	A	A	A		
43	Reservation Rd	Watkins Gate Rd	S Davis Rd	AM Peak-Hour		1,049	4,100	4,200	4,000	4,000		4,000	B	F	F	F	F	F
				PM Peak-Hour		1,047	4,000	4,100	3,900	3,900		3,900	B	E	F	E	E	E
44	S Davis Rd	Reservation Rd	Blanco Rd	AM Peak-Hour	574	3,400	3,500	3,400	3,300	3,300	A	E	E	D	D	D		
				PM Peak-Hour	777	3,500	3,600	3,400	3,400	3,400	A	D	D	D	D	D		



Table 9: Volumes and Level of Service for Existing Conditions (E1), and Scenarios C1 through C5 (Continued) (Deficient LOS shown in red)

ID	Roadway	Street 1	Street 2	Time Period	2019 Count	C1 Volume	C2 Volume	C3 Volume	C4 Volume	C5 Volume	E1 LOS	C1 LOS	C2 LOS	C3 LOS	C4 LOS	C5 LOS				
45	S Davis Rd	Blanco Rd	SR 183	AM Peak-Hour	1,646	3,700	3,700	3,700	3,700	3,700	C	D	D	D	D	D				
				PM Peak-Hour	2,270	4,300	4,300	4,300	4,300	4,300	C	D	D	D	D	D	D			
46	Gigling Rd	8th Ave	Eastside Pkwy	AM Peak-Hour	Model Volume Only	1,000	1,100	0	400	400	Future Roadway	A	A	A	A	B				
				PM Peak-Hour		1,100	1,100	0	500	500		A	A	A	A	B				
47	Northeast-Southwest	Eucalyptus Rd	Parker Flats Rd	AM Peak-Hour		1,500	1,500	1,100	Does Not Exist in This Scenario			C	C	B	Does Not Exist in This Scenario					
				PM Peak-Hour		1,300	1,300	1,100	Does Not Exist in This Scenario			B	B	B	Does Not Exist in This Scenario					
48	Northeast-Southwest	Parker Flats Rd	Gigling Rd	AM Peak-Hour		1,500	1,500	1,100	Does Not Exist in This Scenario			C	C	B	Does Not Exist in This Scenario					
				PM Peak-Hour		1,300	1,300	1,100	Does Not Exist in This Scenario			B	B	B	Does Not Exist in This Scenario					
49	Northeast-Southwest	Gigling Rd	Inter-Garrison Rd	AM Peak-Hour		2,100	Does Not Exist in This Scenario					Future Roadway	E	Does Not Exist in This Scenario						
				PM Peak-Hour		2,100	Does Not Exist in This Scenario						E	Does Not Exist in This Scenario						
50	Northeast-Southwest	Gigling Rd	Watkins Gate	AM Peak-Hour		Not in this Scenario	1,900	Does Not Exist in This Scenario					Future Roadway	Not in this Scenario	D	Does Not Exist in This Scenario				
				PM Peak-Hour			1,900	Does Not Exist in This Scenario							C	Does Not Exist in This Scenario				
51	Eucalyptus Rd	General Jim Moore Blvd	Parker Flats Rd/ Eastside Pkwy	AM Peak-Hour		1,500	1,500	1,100	100	100				Future Roadway	C	C	B	A	A	
				PM Peak-Hour		1,300	1,300	1,100	100	100					B	B	B	A	A	
52	General Jim Moore Blvd	Coe Ave	McClure Way	AM Peak-Hour	1,004	1,300	1,300	1,400	2,100	2,100	A				B	B	B	B	B	
				PM Peak-Hour	820	1,000	1,000	1,000	1,600	1,600	A				A	A	B	B	B	
53	General Jim Moore Blvd	McClure Way	Normandy Rd	AM Peak-Hour	1,004	1,500	1,500	1,600	2,300	2,300	A				B	B	B	C	C	
				PM Peak-Hour	820	1,200	1,200	1,200	1,800	1,800	A				B	B	B	B	B	
54	S Boundary Rd	General Jim Moore Blvd	York Rd	AM Peak-Hour	Model	300	300	400	400	400	Future Roadway				No Counts Available	A	A	A	A	A
				PM Peak-Hour	Volume Only	200	200	300	300	300						A	A	A	A	A
55	SR 156 (EB)	SR 183	US 101	AM Peak-Hour	773	1,700	1,700	1,700	1,700	1,700		B			C	C	C	C	C	
				PM Peak-Hour	1,058	1,800	1,800	1,800	1,800	1,800		C			C	C	C	C	C	
56	SR 156 (WB)	US 101	SR 183	AM Peak-Hour	959	1,800	1,800	1,800	1,800	1,800		B	C		C	C	C	C		
				PM Peak-Hour	833	2,200	2,200	2,200	2,200	2,200		B	B		B	B	B	B		
57	Monterey Rd Interchange	SR-1	Monterey Rd	AM Peak-Hour	Model	100	100	200	200	200		Future Roadway	A	A	A	A	A	A		
				PM Peak-Hour	Volume Only	200	200	100	300	300				A	A	A	A	A		
58	SR-1 (NB)	SR 218	Fremont Blvd	AM Peak-Hour	1,864	3,000	3,000	3,000	3,000	3,000			B	E	E	E	E	E		
				PM Peak-Hour	3,120	4,600	4,600	4,600	4,600	4,600			C	E	E	E	E	E		
59	SR-1 (SB)	Fremont Blvd	SR 218	AM Peak-Hour	3,373	4,700	4,800	4,800	4,800	4,800			C	E	E	E	E	E		
				PM Peak-Hour	2,242	3,400	3,400	3,500	3,500	3,500			B	D	D	D	D	D		
60	Rancho Saucito Rd	Upper Ragsdale Dr	S Boundary Rd	AM Peak-Hour	Model	300	300	400	400	400	Future Roadway		No Counts Available	A	A	A	A	A		
				PM Peak-Hour	Volume Only	200	200	300	300	300				A	A	A	A	A		
61	Crescent St/Abrams Dr	Patton Pkwy	2nd Ave Extension	AM Peak-Hour	Model	0	0	0	0	0			Future Roadway	A	A	A	A	A	A	
				PM Peak-Hour	Volume Only	0	0	0	0	0					A	A	A	A	A	
62	SR 68	York Rd	San Benancio Rd	AM Peak-Hour	1,167	2,100	2,100	2,200	2,300	2,300				B	C	C	D	D	D	
				PM Peak-Hour	1,772	2,700	2,600	2,800	2,800	2,800				B	C	C	C	C	C	
63	General Jim Moore Blvd	Normandy Rd	Gigling Rd	AM Peak-Hour	1,080	1,600	1,700	1,700	2,400	2,400		A		B	B	B	C	C		
				PM Peak-Hour	897	1,300	1,300	1,300	1,900	1,900		A		B	B	B	B	B		
64	Blanco Rd	Reservation Rd	Cooper Rd	AM Peak-Hour	2,187	2,700	2,700	2,700	2,600	2,600		D		F	F	F	F	F		
				PM Peak-Hour	2,509	2,900	2,900	2,900	2,900	2,900		E		F	F	F	F	F		
65	Blanco Rd	Cooper Rd	S Davis Rd	AM Peak-Hour	2,044	2,200	2,100	2,100	2,100	2,100		C		E	E	E	E	E		
				PM Peak-Hour	2,184	2,400	2,400	2,400	2,400	2,400		C		E	E	E	E	E		



Figure 4.1: Impact of CIP buildout with NE/SW Connector (C1, C2, C3)

- (C1) NE/SW Connector in the RTP is undersized at 2 lanes and may be deficient in 2040 at LOS E
- (C2) 2 Lane Alternative Connector Road from Eucalyptus to Watkins Gate may be sufficient/insufficient in 2040 at LOS D

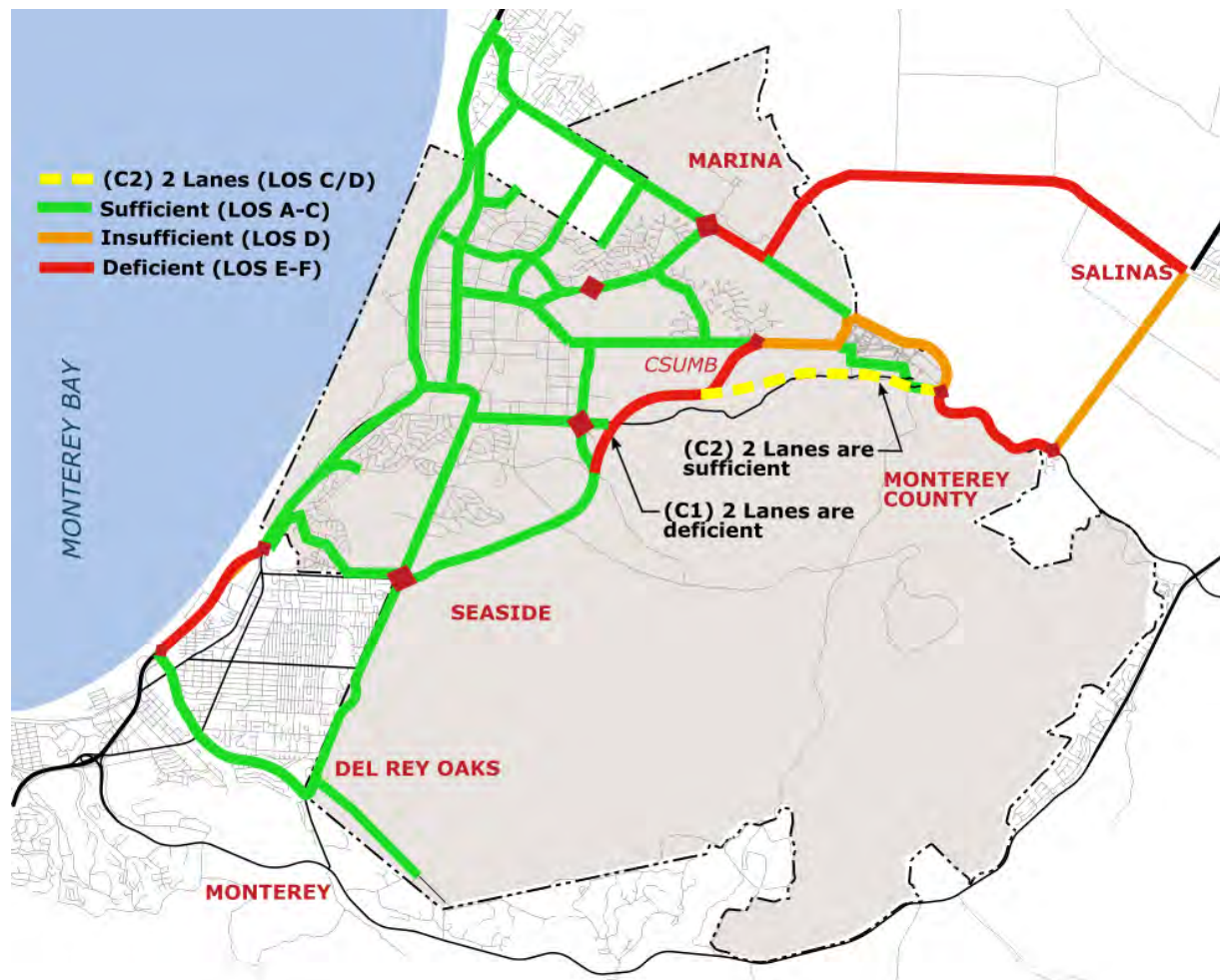
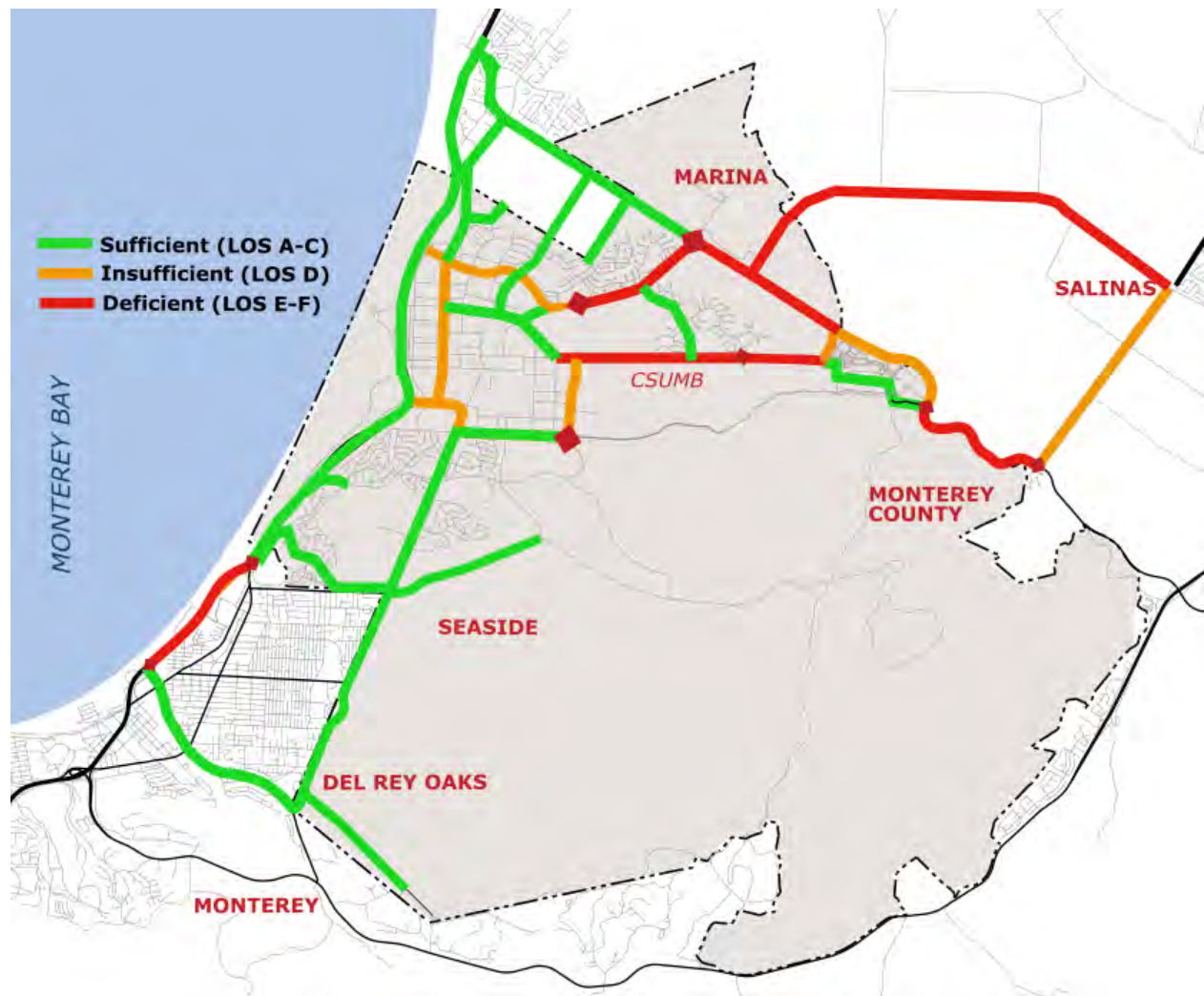




Figure 4.2: Impact of CIP buildout without NE/SW Connector (C4, C5)

- (C4) Buildout of the CIP without a connector will impact a) Second Ave., b) Imjin Road, c) Reservation Rd. d) Davis Road, and likely Blanco Road.
- (C5) Scenario shows that a 2 lane Gigling Road is sufficient for all scenarios and may be oversized at 4 lanes.



TRIGGER ANALYSIS

A trigger analysis was conducted for the roadway segments that fail (LOS E or worse) under the no-build scenario to determine the year that the roadway segment would fail. The trigger analysis was completed using a linear interpolation based on the volume-to-capacity ratio, which is how the LOS for the roadway segment is determined. **Table 10** summarizes the analysis results of the trigger analysis and the number of lanes assumed for each roadway by scenario. The volume at which each roadway segment fails is shown graphically following the Key Findings section of the report.

Table 10: Trigger Analysis for Deficient Roadway Segments

ID	Roadway	Street 1	Street 2	E1 LOS	C1 LOS	C2 LOS	C3 LOS	C4 LOS	C5 LOS	C1 Thresh	C2 Thresh	C3 Thresh	C4 Thresh	C5 Thresh
3	Reservation Rd	Imjin Rd	Blanco Rd	B	E	E	E	E	F	2039	2039	2031	2031	2031
8	Imjin Pkwy	Reservation Rd	Abrams Dr	B	C	C	E	E	E			2036	2037	2036
9	Imjin Pkwy	Abrams Dr (W)	Abrams Dr (E)	B	C	C	E	E	E			2035	2035	2035
11	Inter-Garrison	Abrams Dr	7th Ave	C	C	D	F	E	E			2031	2032	2032
18	2nd Ave	8th St	Lightfighter Dr	C	C	C	D	D	E					2040
20	8th Ave	Gigling Rd	Inter-Garrison	D	B	B	E	C	C			2039		
43	Reservation Rd	Watkins Gate Rd	S Davis Rd	B	F	F	F	F	F	2032	2031	2032	2032	2032
				B	E	F	E	E	E	2021	2021	2021	2021	2022
44	S Davis Rd	Reservation Rd	Blanco Rd	A	E	E	D	D	D	2039	2038			
49	Northeast-Southwest	Gigling Rd	Inter-Garrison Rd	Future Roadway	E	Does Not Exist in This Scenario				2039	Does Not Exist in This Scenario			
				Future Roadway	E	Does Not Exist in This Scenario				2040	Does Not Exist in This Scenario			
58	SR-1 (NB)	SR 218	Fremont Blvd	C	E	E	E	E	E	2029	2029	2029	2029	2029
59	SR-1 (SB)	Fremont Blvd	SR 218	C	E	E	E	E	E	2029	2029	2029	2029	2029
64	Blanco Rd	Reservation Rd	Cooper Rd	D	F	F	F	F	F	2021	2022	2022	2022	2022
				E	F	F	F	F	F	2012	2012	2011	2011	2011
65	Blanco Rd	Cooper Rd	S Davis Rd	C	E	E	E	E	E	2032	2033	2033	2034	2033

ID	Roadway	Street 1	Street 2	E1 Lanes	C1 Lanes	C2 Lanes	C3 Lanes	C4 Lanes	C5 Lanes
3	Reservation Rd	Imjin Rd	Blanco Rd	2	2	2	2	2	2
8	Imjin Pkwy	Reservation Rd	Abrams Dr	2	2	2	2	2	2
9	Imjin Pkwy	Abrams Dr (W)	Abrams Dr (E)	2	2	2	2	2	2
11	Inter-Garrison	Abrams Dr	7th Ave	1	1	1	1	1	1
18	2nd Ave	8th St	Lightfighter Dr	1	1	1	1	1	1
20	8th Ave	Gigling Rd	Inter-Garrison	1	1	1	1	1	1
43	Reservation Rd	Watkins Gate Rd	S Davis Rd	1	2	2	2	2	2
				1	2	2	2	2	2
44	S Davis Rd	Reservation Rd	Blanco Rd	1	2	2	2	2	2
49	Northeast-Southwest	Gigling Rd	Inter-Garrison Rd	Future Roadway	1	Does Not Exist in This Scenario			
				Future Roadway	1	Does Not Exist in This Scenario			
58	SR-1 (NB)	SR 218	Fremont Blvd	2	3	3	3	3	3
59	SR-1 (SB)	Fremont Blvd	SR 218	0	3	3	3	3	3
64	Blanco Rd	Reservation Rd	Cooper Rd	1	1	1	1	1	1
				1	1	1	1	1	1
65	Blanco Rd	Cooper Rd	S Davis Rd	1	1	1	1	1	1



KEY FINDINGS

As shown in **Table 9**, the number of deficient roadway project locations increase from eight under **Scenario C1**, to ten with **Scenario C3** and **Scenario C5**. This demonstrates that constructing the Full 2019/2020 FORA CIP provides measurable improvements to the roadway network and addresses deficiencies that would otherwise exist in the future. Specifically, a comparative analysis shows that the NE/SW Connector plays a pivotal role in ensuring the FORA Roadway Network operates sufficiently.

Figures 5.1 thru 5.5 show a trigger analysis for use in determining when the NE/SW Connector could be required. Conceptually, a connector would be required when segments 8, 9, 11, and 18 (Imjin Parkway and Inter-Garrison Rd. respectively) fail. In reality, it takes time to plan, fund and implement a roadway; therefore, work should begin 7-10 years prior to failure. With this in mind, a comparative trigger analysis on **Scenarios C3 - C5** produced a time-frame of when NE/SW Connector would be needed to relieve congestion on Imjin Parkway, Inter-Garrison Road and the associated impacts of the reuse of the former Fort Ord. **Figures 5.3 through 5.5** show a need for the NE/SW Connector between 2027 and 2032. **Figures 5.1 and 5.2** show that NE/SW Connector would resolve roadway failure of segments 8, 9, 11, and 18 (Imjin Parkway and Inter-Garrison Rd.)

In addition, the widening of Gigling Road from 2 lanes to 4 lanes was included in the FORA CIP due to projected development on development parcels east of 8th Ave, but the AMBAG Regional Travel Demand Model shows that it does not need to be widened to four lanes. However, the road is currently failed structurally and needs maintenance. In 2010, FORA approved 4-lane improvements of Gigling Road under a mitigated negative declaration.

It should be noted that, while Coe Avenue shows a Level of Service A for all scenarios, it is a capacity constrained roadway due to the bottleneck that occurs at the Fremont Boulevard interchange. The peak-hour count was lower due to vehicles unable to progress due to congestion on Monterey Road. The model output reflects real world observations with the future volume projections being added to the existing count.

If the NE/SW Connector is not constructed, and no additional roadway improvements are made over and above the RTP projects and alternative alignment options for the connector, to potentially avoid congestion on the surrounding road network travelers on these routes could be transported by transit mode, i.e. a Bus Rapid Transit Service between Salinas and the Monterey Peninsula. **Table 11** summarizes the number of daily transit users needed to offset congestion on the regional and local road network. The number of transit riders by 2040 were calculated based on the threshold volumes determined on the roadway system. It should be noted that many of the deficiencies in the roadway system occur earlier than 2040 as indicated in the data in Figure 5.1 through Figure 5.5. These riders would be additional to any existing ridership. An assumption of one person per vehicle was assumed in the calculation.



Table 11: 2040 Transit Ridership by Scenario based on Deficient Roadways

Scenario	2040 Ridership
C1	3,790
C2	3,820
C3	5,060
C4	4,890
C5	4,900

TRIGGER ANALYSIS GRAPHS BY SCENARIO:

Figure 5.1: Trigger Analysis Results for Scenario C1 by Roadway Segment

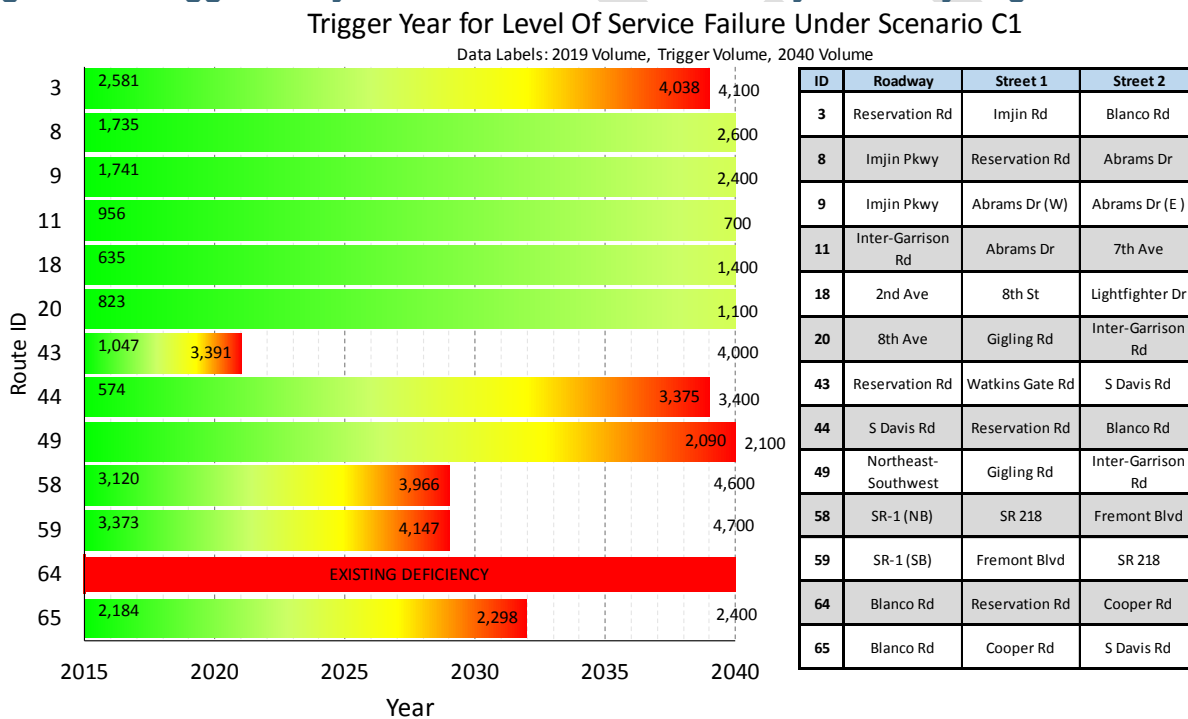




Figure 5.2: Trigger Analysis Results for Scenario C2 by Roadway Segment
 Trigger Year for Level Of Service Failure Under Scenario C2

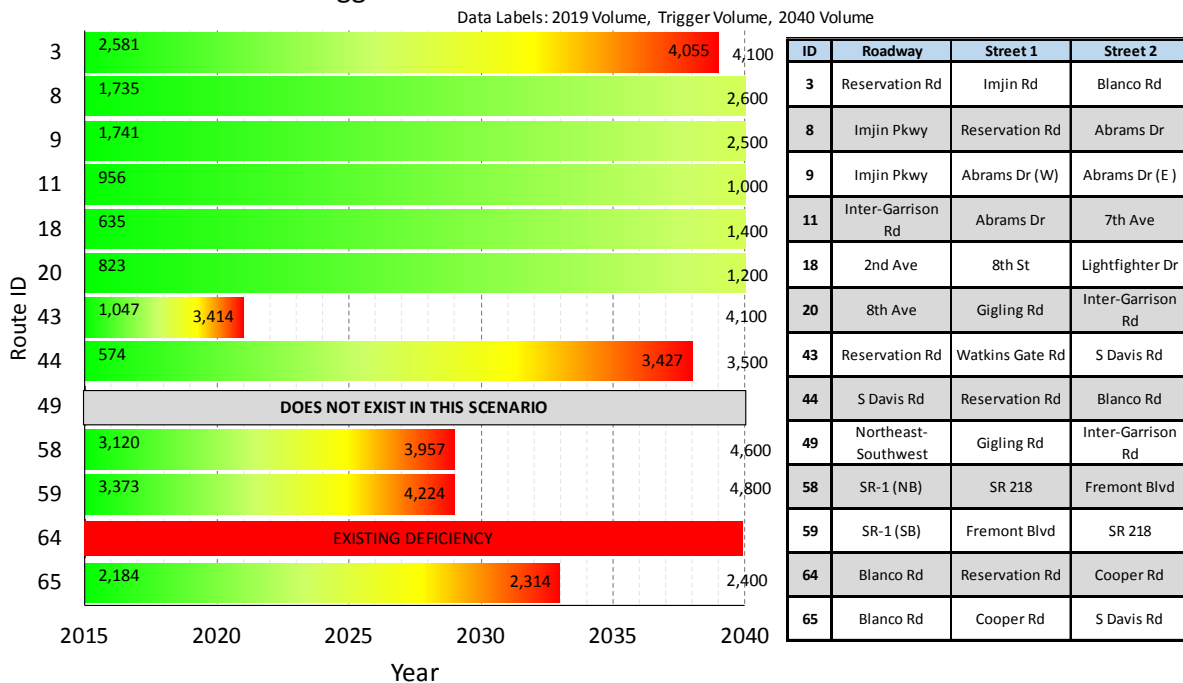


Figure 5.3: Trigger Analysis Results for Scenario C3 by Roadway Segment
 Trigger Year for Level Of Service Failure Under Scenario C3

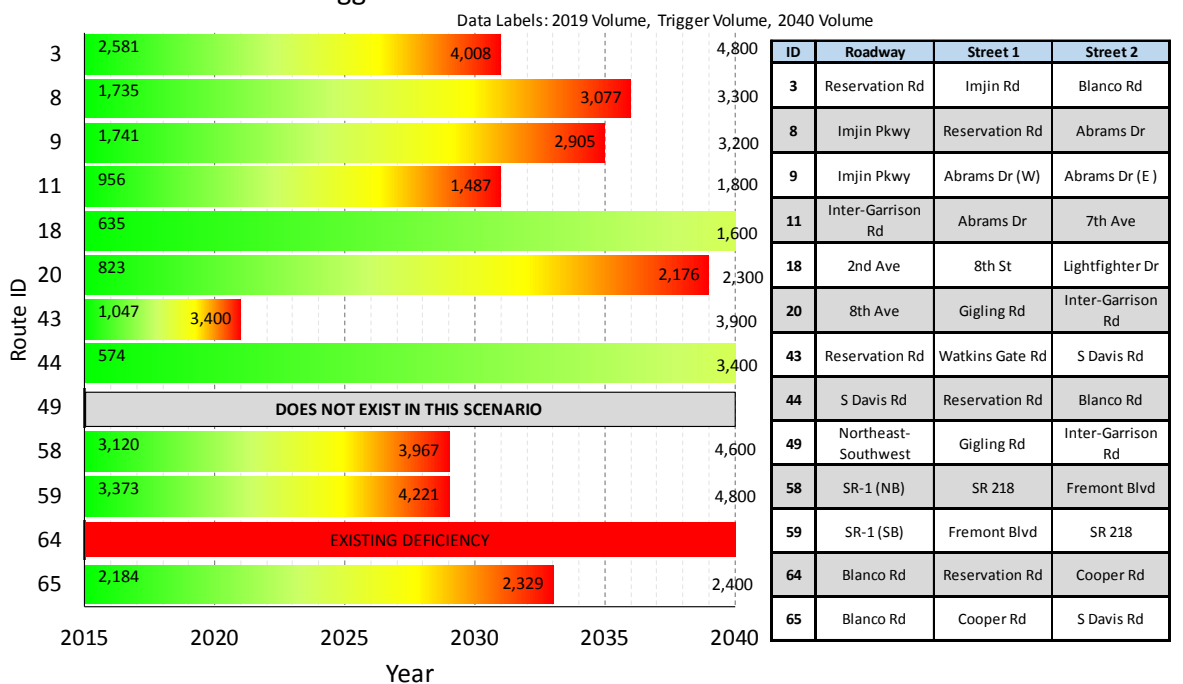




Figure 5.4: Trigger Analysis Results for Scenario C4 by Roadway Segment

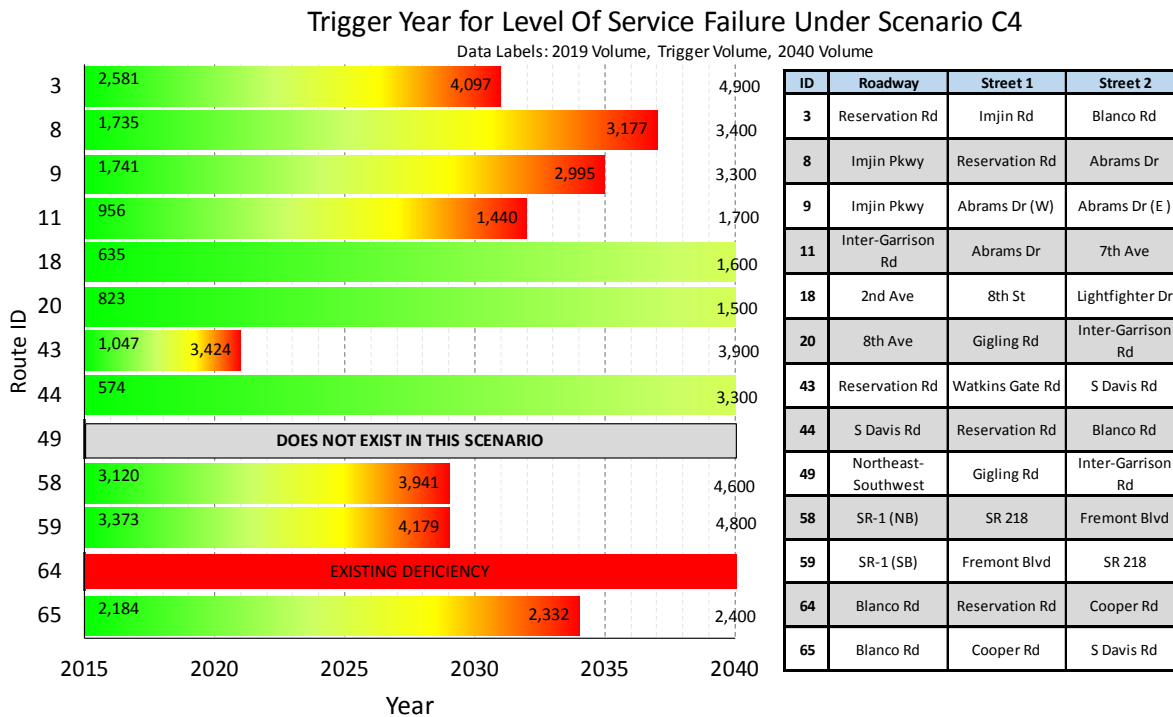
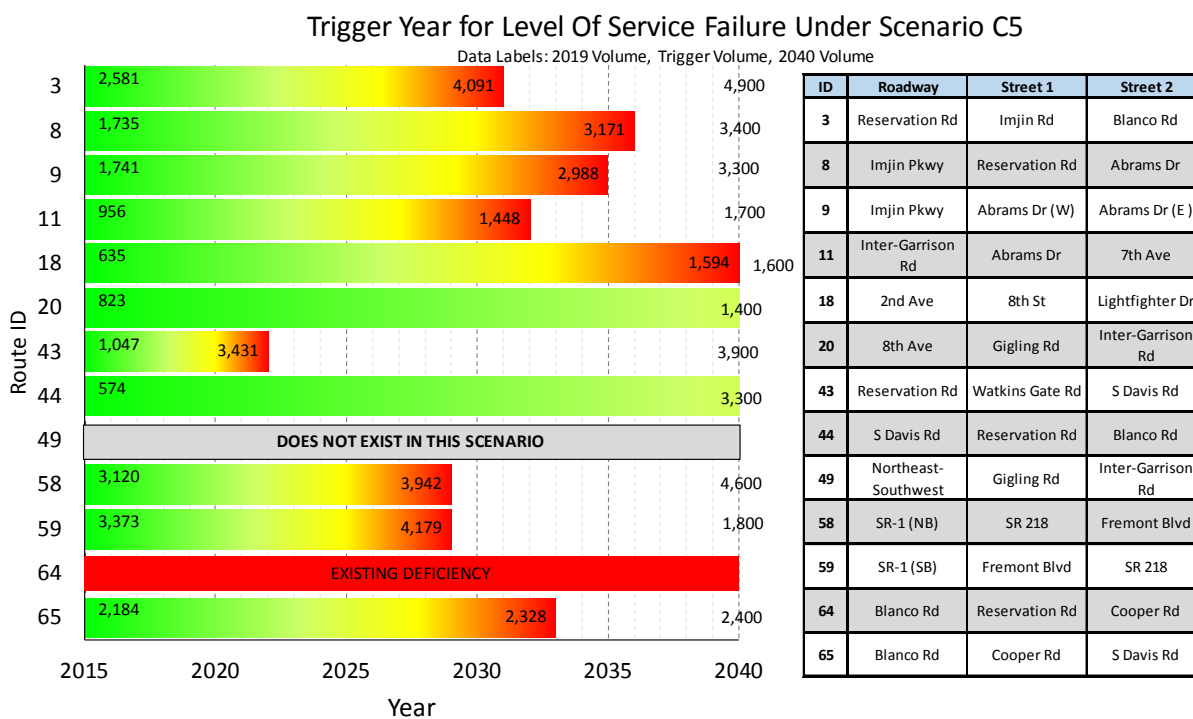


Figure 5.5: Trigger Analysis Results for Scenario C5 by Roadway Segment





KEY ASSUMPTIONS

The following are key assumptions used in completing the analysis in terms of roadway counts and number of lanes assumed in the model.

Count Assumptions:

- Segments 1 – 40 traffic counts were collect manually during early 2019
- Segments 41 and 42 do not exist currently and no counts were used
- Segment 43 used the count from Segment 5 as there is little to no traffic coming from Watkins Gate currently and the count was assumed to be appropriate for both segments
- Segment 44 used the TAMC 2018 Peak Count
- Segment 45 used the TAMC 2016 Peak Count
- Segments 46 to 51 do not exist currently or are not open to traffic and therefore no counts were used
- Segment 52 used the TAMC 2018 Peak Count (same as Segment 53 due to count location description)
- Segment 53 used TAMC 2018 Peak Count (same as Segment 52 due to count location description)
- Segment 54 did not use any counts as no counts were available
- Segment 55 used the TAMC 2007 Bidirectional Peak Count, the most recent count available
- Segment 56 used the TAMC 2007 Bidirectional Peak Count, the most recent count available
- Segment 57 does not exist today and therefore no counts were used
- Segment 58 used PEMS data from Spring 2019
- Segment 59 used PEMS data from Spring 2019
- Segment 60 did not use any counts as no counts were available
- Segment 61 does not exist today and therefore no counts were used
- Segment 62 used the TAMC 2007 Bidirectional Peak Count, the most recent count available
- Segment 63 used the average between 2018 McClure/Normandy segment and 2018 Gigling/Lightfighter segment as no counts were available and the average seemed to represent observed conditions along this segment compared to the adjacent ones
- Segment 64 used the TAMC 2016 Peak Count
- Segment 65 used the TAMC 2018 Peak Count



Lane Assumptions

- Segment 6 was assumed to be 2 lanes for the existing scenario and 4 lanes for all future scenarios
- Segments 23 through 25 were assumed to be 2 lanes for the existing scenario and Scenario C5, and 4 lanes for all other future scenarios
- Segments 41 and 42 were assumed to be 2 lanes for the existing scenario and 4 lanes for all future scenarios
- Segment 43 was assumed to be 2 lanes for the existing scenario and 4 lanes for all future scenarios
- Segments 44 and 45 were assumed to be 2 lanes for the existing scenario and 4 lanes for all future scenarios
- Segments 47 through 51 were assumed to be 2 lanes for all scenarios
- Segments 58 and 59 were assumed to be 4 lanes for the existing scenario and 6 lanes for all future scenarios
- Segment 62 was assumed to be 2 lanes for the existing scenario and 4 lanes for all future scenarios
- Segments 64 and 65 were assumed to be 2 lanes for all scenarios
- All other segments were assumed to be consistent through all scenarios

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Resolution to Terminate CalPERS contract and Agreement	
Meeting Date:	November 8, 2019	INFORMATION/ACTION
Agenda Number:	8f	

RECOMMENDATION

Adopt Resolution 19-xx a Resolution to Terminate the CalPERS contract and Agreement

BACKGROUND/DISCUSSION

On January 11, 2019, the Board adopted a Resolution of Intention to terminate the contract with CalPERS completing the first step in the termination process. The next step required is adoption of the Resolution and Agreement. One of the primary provisions is to ensure that any and all liability to the member agencies pursuant to the CalPERS contract is satisfied. As we noted during the transition planning process, the terminated agency liability is estimated between \$7,793,230 to 9,333,172. FORA currently has set aside approximately \$6.7M in a section 115 Trust. That trust amount has now grown to nearly \$7M. Government Code section 20570 provides that not less than ninety days and no more than one year after the adoption of the Resolution of Intention, the governing body must adopt a resolution or ordinance terminating the contract by the affirmative vote of two-thirds of the governing body. The contract termination is effective on the date designated in the resolution or ordinance, and may be effective the day following the date of adoption.


This is the next step in finalizing the amount of terminated agency liability.

FISCAL IMPACT

Reviewed by FORA Controller 

COORDINATION

Prepared by



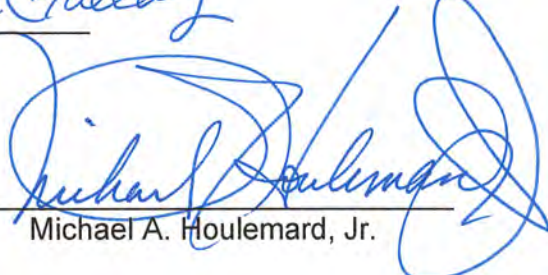
Heidi Gaddy

Reviewed by



Helen Rodriguez

Approved by



Michael A. Houlemard, Jr.

ATTACHMENTS:

Attachment A: Resolution 19-xx

Attachment B: Agreement to Terminate the Contract

**RESOLUTION TO TERMINATE THE CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
FORT ORD REUSE AUTHORITY**

WHEREAS, the Board of Directors of the Fort Ord Reuse Authority entered into a contract with the Board of Administration, Public Employees' Retirement System effective March 16, 1997, providing for the participation of their employees in the Public Employees' Retirement System; and

WHEREAS, the Board of Directors of the Fort Ord Reuse Authority did declare its intent to terminate said contract by executing a Resolution of Intention on January 11, 2019 to terminate the contract between said governing body and the Board of Administration of the Public Employees' Retirement System;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that an Agreement Terminating the Contract between the Board of Directors of the Fort Ord Reuse Authority and the Board of Administration of the Public Employees' Retirement System is hereby authorized, a copy of said agreement being attached hereto, marked "Exhibit A" and by such reference made a part hereof as though herein set out in full.

The Presiding Officer of the Board of Directors of the Fort Ord Reuse Authority is hereby authorized, empowered and directed to execute said agreement for and on behalf of said agency.

Adopted this _____ day of _____, _____.

Presiding Officer

Attest:

Clerk

**AGREEMENT TO TERMINATE THE CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
FORT ORD REUSE AUTHORITY**

WHEREAS, the **Board of Directors of the Fort Ord Reuse Authority** and the Board of Administration, Public Employees' Retirement, entered into a contract pursuant to Sections 20460, et seq. of the Government Code, effective March 16, 1997, for the participation of said Public Agency in the Public Employees' Retirement System; and

WHEREAS, Section 20570 of the Government Code provides that a contract between the Board of Administration of the Public Employees' Retirement System and a contracting agency may be terminated by adoption of a resolution by the governing body of the public agency, giving notice of intention to terminate, and by the adoption, not less than ninety days and no more than one year thereafter, by the affirmative vote of two-thirds of the members of the governing body of the public agency, terminating the contract; and

WHEREAS, the **Board of Directors of the Fort Ord Reuse Authority** adopted a Resolution of Intention on January 11, 2019 to withdraw from the Public Employees' Retirement System effective no earlier than ninety days and no later than one year thereafter;

NOW, THEREFORE, BE IT AGREED between the **Board of Directors of the Fort Ord Reuse Authority** and the Board of Administration, Public Employees' Retirement System that the contract entered into effective March 16, 1997 is terminated effective _____, and obligations on and after that date of the agency and its employees who are members under the Public Employees' Retirement System, are as provided in Government Code Section 20580 which provides that the final compensation at termination shall be used in the calculation of benefits. Failure to meet such obligation on the part of the **Fort Ord Reuse Authority** shall be subject to the provisions of Government Code Section 20574.

Witness our hands this _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
FORT ORD REUSE AUTHORITY

BY _____
ANITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Attest: