

Fort Ord Reuse Authority
Attn: Board of Directors
920 2nd Ave., Suite A
Marina, CA 93933

May 15, 2020

Dear Board Members:

Thank you for taking the time to review these comments. It is particularly difficult to make verbal public comment right now as I am sure you realize. I have both written and spoken to you several times and I want to do so again, but perhaps point out some considerations not previously mentioned.

I know you have many people and organizations trying to capture any funds you have remaining and the veteran community is just one. There is one major difference. The veteran community is responsible for bringing huge amounts of money into the county and subsequently to each of your jurisdictions. In the 2018-2019 fiscal year the 45,000 veterans, reservists and dependents in Monterey County received compensation and pension money in the amount of \$96,366,000. During the last three fiscal years the amount of annual increase has moved from just over \$4 Million to a bit over \$10 Million. These funds do not include the pay and benefits of the active duty faculty and students at DLI and NPS. Most veterans are not sitting on this money. They buy houses, cars, food, clothing and all the things everyone else does. These funds are spent throughout the county and each of your cities and towns receive sales tax, property tax, business tax and many other taxes and fees which go to support your individual budgets. These funds are not affected by the Shelter in Place rules nor do they disappear if a person retires or loses a job. They were brought in by just 34.8% of eligible veterans. The remaining 62% don't access their benefits. You can do the math and imagine the amount of tax revenue that would come in if we only got to 50% or 60%.

That is the potential benefit that would accrue to your county and city governments if the Military and Veteran Affairs Office could increase their productivity. While the office already exceeds both the state and federal percentages of veterans who use their benefits it is fully engaged, leaving no room for additional responsibilities. But there is another side of the coin that needs attention. That is watching out for changes in law or regulations that could adversely affect payments and benefits for your veteran community among other issues. The position we are asking the County to establish, with your help, will have that responsibility. The office will have a person who can advise local governments which will then be able to lobby for changes that will prevent reduction in benefits paid. It will also be able to alert local veteran organizations as to where and when they should spend their resources and efforts.

Your Veteran Issues Advisory Committee (VIAC), coupled with FORA staff has provided that capability for many years. This partnership has resulted in the VA/DOD clinic, the expansion of the Veteran Transition Center and the new State Veteran Cemetery. While all of these are magnificent accomplishments none of them are completely finished. Now, we hope to see these and other projects come to completion as the VIAC continues to bear fruit under the county Military and Veteran Affairs office. Seed money to jump start this program will enhance each of your jurisdiction's budgets for years to come. Help your veterans while you help your communities by voting to provide the funds necessary to continue this beneficial and successful private-government partnership.

Thank you again for taking the time to consider these comments and thank you for your service to our communities and our county.

Sincerely,

Sid Williams



CENTRAL COAST
VETERANS CEMETERY
FOUNDATION

220 12th Street, Marina, CA 93933 | (831) 218-1780 | www.ccvcf.org

Board of Directors
Fort Ord Reuse Authority
920 2nd Ave., Suite A
Marina, CA 93933

May 20, 2020

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FORA's Veteran Issues Advisory Committee (VIAC), with the assistance of FORA staff, has been an important contributor to efforts such as establishment of the California Central Coast Veterans Cemetery and the VA/DoD medical clinic, expansion of the Veterans Transition Center (VTC), and support and promotion of a myriad of activities important to the Monterey County veteran and military communities. VIAC brings together State and local government representatives and programs, the military and non-governmental organizations such as the VTC and the Central Coast Veterans Cemetery Foundation, as well as representatives of the local veteran community and groups attempting to honor the contributions that the military, veterans and Fort Ord have made, and continue to make to this community.

EMERITUS

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There is no group/forum which I encountered in my 30 years as a County Veterans Service Officer, or in my activities in the 10 years since my retirement, that even resembles VIAC or that has been as effective in its efforts to support veterans and active duty personnel. The FORA Board should take pride in its decision to establish VIAC and participate in and support it over the years. The discontinuance of VIAC would be a loss to the Monterey County community as a whole, not just the veterans and service personnel who reside here.

The Monterey County Military and Veterans Affairs Office (MVAO), has developed a plan to house the administrative functions that support VIAC. However, in the current fiscal environment, it is unlikely that the County will have the resources to underwrite the additional MVAO staff needed to provide the administrative support necessary to make VIAC a viable entity. It would be detrimental to the MVAO program, given its wide range of services by and community involvement, to require existing staff to taken on VIAC as an additional duty.

This is why I am asking FORA to support the request for 3 years funding of the MVAO to take on the VIAC function. This would provide a means maintaining this important community function while alternative means of funding are explored. I urge the FORA Board to vote for the MVAO proposal and funding request.

Thank you for your consideration.

Richard Garza

Richard Garza, President, Central Coast Veterans Cemetery Board of Directors.

FORA Board Directors

Input for the Transfer of the Veterans Information an Advisory Committee (VIAC).

The members of the VIAC respectfully requests that the Board accept the below recommendations germane to continuance of the VIAC on the FORA Replacement agency.

General: The VIAC urges your Board take actions that will affect a smooth and orderly transition of VIAC to the FORA replacement agency to ensure continuity of all the existing Veterans Physical Plants (Veterans Cemetery, VA/DOD Health Clinic, Veterans Transition Center) are maintained. Further, that planned ancillary projects adjacent to the Veterans Cemetery are completed in a manner that memorializes the enshrinement of our Veterans Community (Chapel, Memorial Building, Military & Veterans Museum, Amphitheater) enhancing our Military and civilian community at large.

Issues germane continuance of VIAC:

- Maintain the lines of communications for all parties concerned with those projects and issues. Namely; Federal, State, municipal governments and the Veterans community.
- Ensure existing services are continued and any unmet services are met, continuing services are maintained professionally with respect to our nations Veterans needs. It is paramount that services evolve with the needs of our veterans' community.

Recommended Actions:

- Accept the formation of the VIAC under the recommendations of the County that houses and assumes administrative duties of Management Analyst position as requested with all the duties and job descriptions depicted by the County. Authorize the Salary Structure of the position.
- Recommend to the Replacement Agency that Bylaws be established by the VIAC that ensures the Replacement Agency maintain leadership and decision making, and the makeup of the VIAC. Further, that VIAC report to the replacement agency quarterly.
- Inasmuch as possible, urge that the replacement agency voting members are veterans or veterans' family members representing the attached recommended voting members.

Rationale: It is expected that current services will remain intact for at least the next 150 years and those services will likely evolve to keep pace with the needs of our Veterans' community.

In summary, upon approval of these recommendations, your actions will proudly enact a lasting legacy for our Veterans, their families and survivors.

Respectfully,

Ian N. Oglesby, VIAC Chairman
Attachment:

VIAC Membership

Voting Members: (9)

City of Del Rey Oaks Veteran
City of Marina Veteran
City of Seaside Veteran, Ian Oglesby, Mayor (Veteran)
County Military & Veterans Affairs Commission Veteran, Sidney Williams, Chairman
United Veterans Council of Monterey County, James Bogan, President
Veterans Transition Center, Veteran, Jack Murphy
Central California Coast Veterans Cemetery Foundation Veteran, Richard Garza, Pres..
Women Veterans Representative, Mary Estrada
Veterans Survivor, Jeanne Nakagawa

Ex-Officio Members:

US Congressman, Jimmy Panetta
State Senator, William Monning
State Assembly, Mark Stone
State Assembly
State Assembly
Garrison Commander, POM
POM Retiree Council, Veteran
VA/DOD Health Care Clinic, Veteran
Central California Coast Veterans Cemetery Manager
City of Del Rey Oaks, Admin Staff
City of Marina, Admin Staff
City of Seaside, Admin Staff
Replacement Agency, Admin Staff

Executive Director VIAC/ County Military & Veterans Affairs Officer
Jason Cameron

BARTKIEWICZ, KRONICK & SHANAHAN

RICHARD P. SHANAHAN
RYAN S. BEZERRA
JOSHUA M. HOROWITZ
JENNIFER T. BUCKMAN
ANDREW J. RAMOS
BRITTANY N. BRACE

A PROFESSIONAL CORPORATION
1011 TWENTY-SECOND STREET
SACRAMENTO, CALIFORNIA 95816-4907
TEL. (916) 446-4254

www.bkslawfirm.com

Retired
PAUL M. BARTKIEWICZ
STEPHEN A. KRONICK

May 21, 2020

VIA EMAIL TO HARRY TREGENZA HARRY@FORA.ORG
FOR DISTRIBUTION TO FORA BOARD MEMEBERS

Members of the Board of Directors

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David Martin (Monterey Peninsula College)
Dr. Eduardo Ochoa (CSUMB)
Keith Van Der Maaten (Marina Coast Water District)

c/o Harry Treganza, Deputy Clerk
Fort Ord Reuse Authority
Attn: Board of Directors
920 2nd Ave., Suite A
Marina, CA 93933

Re: Agreements related to Dissolution of FORA

Dear Members of the Board:

Bartkiewicz, Kronick & Shanahan serves as special counsel for The Regents of the University of California for certain matters related to the University of California's

FORA Board Members

May 21, 2020

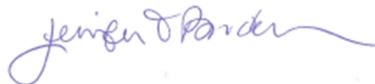
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Monterey Bay Education, Science and Technology Center ("MBEST") on the former Fort Ord property and the dissolution of the Fort Ord Reuse Authority ("FORA"). Thank you for providing us with a draft of the proposed Transition Plan Implementing Agreement. We have enclosed a redline draft showing changes proposed by The Regents.

You will note that our changes include language to confirm that all of the parties that received potable and recycled water allocations from FORA will honor and abide by those amounts. We understand that some of the parties have questions or concerns about these allocations. However, these allocations were established more than 13 years ago, when FORA adopted Resolution 07-01 on January 12, 2007, and Resolution 07-10 on May 11, 2007. The amounts specified in these allocations have been settled for many years. The schedule we are now facing does not allow sufficient time to reopen and renegotiate these allocations, since the Transition Plan Implementing Agreement needs to be approved before FORA officially dissolves on June 30, 2020. Each of the public agencies that is party to the Transition Plan Implementing Agreement will have to undertake a public approval process before the agreement can be executed. As a practical matter, this means the Agreement will need to be finalized no later than early June. After the May 21, 2020 FORA meeting, we have approximately three weeks left to conclude the negotiations. Given these significant time constraints, The Regents urge all parties to agree to abide by the existing water allocations.

Thank you for your attention to these comments. We look forward to discussing them further with you in the near future.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer T. Buckman". The signature is fluid and cursive, with a long horizontal flourish at the end.

Jennifer T. Buckman, Esq.
Special Counsel for The Regents

Enc.: As indicated in text

cc: Nicole Vamosi, Acting Director, Real Estate Services, UCSC (via email)
Eréndira Rubin, Esq., Senior Campus Counsel, UCSC (via email)

TRANSITION PLAN IMPLEMENTING AGREEMENT

This Transition Plan Implementing Agreement (this “Agreement”) is dated for reference purposes _____, 2020 and is entered into by and among:

- (a) County of Monterey (“County”),
- (b) City of Marina (“Marina”),
- (c) City of Seaside (“Seaside”),
- (d) City of Del Rey Oaks (“Del Rey Oaks”), and
- (e) City of Monterey (“Monterey”),
- (f) California Department of Parks and Recreation (“State Parks”),
- (g) Regents of the University of California (“UC”), and
- (h) Board of Trustees of the California State University on behalf of the Monterey Bay campus (“CSUMB” and collectively with County, Marina, Seaside, Del Rey Oaks, Monterey, State Parks, and UC, the “Parties”).

RECITALS

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

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

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

AGREEMENT

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

1.0 2001 IMPLEMENTATION AGREEMENTS SUPERSEDED.

Effective as of July 1, 2020, this Agreement supersedes each of the following agreements, which shall be of no further force or effect:

Implementation Agreement between FORA and County dated May 8, 2001 and recorded October 18, 2001 as Document 2001088380 in the Official Records of the Recorder of the County of Monterey

Implementation Agreement between FORA and Del Rey Oaks dated May 31, 2001 and recorded October 18, 2001 as Document 2001088379 in the Official Records of the Recorder of the County of Monterey

Implementation Agreement between FORA and Marina dated May 1, 2001 and recorded October 18, 2001 as Document 2001088377 in the Official Records of the Recorder of the County of Monterey as amended by Amendment #1 dated September 13, 2012 and recorded September 14, 2012 as Document 2012054071 in the Official Records of the Recorder of the County of Monterey

Implementation Agreement between FORA and Monterey dated August 10, 2001 and recorded October 18, 2001 as Document 2001088378 in the Official Records of the Recorder of the County of Monterey

Implementation Agreement between FORA and Seaside dated May 31, 2001 and recorded October 18, 2001 as Document 2001088381 in the Official Records of the Recorder of the County of Monterey.

2.0 WATER ALLOCATIONS

a. Each of the Parties listed may meet and confer in good faith and cooperatively develop one or more agreements between the Parties and Marina Coast Water District ("MCWD") regarding the provision of potable and recycled water services, and the Parties agree that any such water service agreements will abide by the water allocations for the Parties as set forth in Exhibit A. The Parties acknowledge that FORA and ~~the Marina Coast Water District~~ have agreed to the water allocations in Exhibit A.

a.b. In the event that any Party finds it is not using the full amount of either its Potable Water Allocation or its Recycled Water Allocation, that Party may enter into a written agreement to transfer all or part of its right to receive water service under that Allocation to any other FORA Surviving Agency.

3.0 RECORDS RETENTION AND MANAGEMENT

Except for records transferred to (a) FORA's successor-in-interest under Environmental Services Cooperative Agreement W9128F 07 2-0162, as amended, entered into between FORA and the Army or (b) to the local redevelopment authority designated as FORA's successor in connection with that economic development conveyance Memorandum of Agreement entered into between FORA and the Army dated June 23, 2000, as amended, all FORA records, including personnel files, documents, and meeting records will be transferred to County for retention and management.

4.0 SEVERABILITY

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

5.0 MISCELLANEOUS

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

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

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

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

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

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

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

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

[signatures appear on following pages]