



# FORT ORD REUSE AUTHORITY

920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | [www.fora.org](http://www.fora.org)

## REGULAR ADMINISTRATIVE COMMITTEE MEETING

8:15 A.M. WEDNESDAY, OCTOBER 2, 2013

920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933 (FORA Conference Room)

## AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**
4. **APPROVAL OF MEETING MINUTES:**
  - a. September 4, 2013 Administrative Committee meeting
  - b. September 18, 2013 Administrative Committee meeting
5. **PUBLIC COMMENT PERIOD:**

During the public comment period, members of the audience may address the Administrative Committee on matters within FORA's jurisdiction, but not listed on this agenda. Comments are limited to three minutes. Comments on specific agenda items will be heard under that item.
6. **AGENDA REVIEW - OCTOBER 11, 2013 BOARD MEETING**      INFORMATION/ACTION
7. **OLD BUSINESS**
  - a. Habitat Conservation Plan - Status Report      INFORMATION
8. **NEW BUSINESS**
  - a. Consistency Determination: 2010 Monterey County General Plan      ACTION
9. **ITEMS FROM MEMBERS**
10. **ADJOURN TO JOINT WATER AND WATERWATER OVERSIGHT COMMITTEE**

**NEXT SCHEDULED MEETING: OCTOBER 16, 2013**

*For information regarding items on this agenda or to request disability related modifications and/or accommodations please contact the Deputy Clerk by 5:00 p.m., one business day prior to the meeting. Agendas are available on the FORA website at [www.fora.org](http://www.fora.org).*



# FORT ORD REUSE AUTHORITY

## ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES

8:15 a.m., Wednesday, September 4, 2013 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

### 1. CALL TO ORDER AND ROLL CALL

Chair Dawson called the meeting to order at 8:15 a.m. The following were present, as indicated by signatures on the roll sheet:

Dan Dawson, City of Del Rey Oaks\*  
Elizabeth Caraker, City of Monterey\*  
Layne Long, City of Marina\*  
Carl Holm, County of Monterey\*  
John Dunn, City of Seaside\*  
Diana Ingersoll, City of Seaside  
Tim O'Halloran, City of Seaside  
Anya Spear, CSUMB

Kathleen Lee, Sup. Potter's Office  
Vicki Nakamura, MJC  
Lyle Shurtleff, BRAC  
Graham Bice, UC MBEST  
Gage Dan, UCSC  
Bob Schaffer  
Beth Palmer  
David Moon, Sierra Club

FORA Staff:  
Michael Houlemard  
Steve Endsley  
Jim Arnold  
Crissy Maras  
Jonathan Garcia  
Lena Spilman

\* Voting Members

### 2. PLEDGE OF ALLEGIANCE

Jim Arnold, Senior Project Manager, led the Pledge of Allegiance.

### 3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Executive Officer Michael Houlemard discussed his and Chair Dawson's plans to attend the Association of Defense Communities Base Redevelopment Forum in Portland, Maine from September 25-27<sup>th</sup>.

### 4. PUBLIC COMMENT PERIOD

None.

### 5. APPROVAL OF MEETING MINUTES

- a. July 31, 2013 Administrative Committee minutes
- b. August 7, 2013 Administrative Committee minutes

MOTION: John Dunn moved, seconded by Carl Holm, to 1) amend the July 31, 2013 minutes to include the recorded vote under item 8a, and 2) approve the July 31, 2013 and August 7, 2013 minutes as amended.

MOTION PASSED: Ayes: Dan Dawson, Elizabeth Caraker, Carl Holm. *Absent:* Layne Long.  
*Abstain:* John Dunn.

### 6. SEPTEMBER 13, 2013 BOARD MEETING AGENDA REVIEW

Mr. Houlemard conducted a review of items on the September 13, 2013 draft Board agenda.

### 7. ITEMS FROM MEMBERS

Chair Dawson announced the Del Rey Oaks City Council had requested the closure of South Boundary Road due to vandalism and associated maintenance costs and Carl Holm indicated that the County of Monterey planned to open Inter-Garrison Road. John Dunn stated that the City of Seaside

had retained a consultant to provide an analysis of the economic impact of the Fort Ord initiatives. The consultant would present their findings to the Seaside City Council at their September 5, 2013 meeting.

**8. ADJOURNMENT**

Chair Dawson adjourned the meeting at 8:43 a.m., noting that the Joint Administrative and Water/Wastewater Oversight Committee would convene in three minutes.

DRAFT



# FORT ORD REUSE AUTHORITY

## ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES

8:15 a.m., Wednesday, September 18, 2013 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

### 1. CALL TO ORDER AND ROLL CALL

Chair Dawson called the meeting to order at 8:17 a.m. The following were present, as indicated by signatures on the roll sheet:

Dan Dawson, City of Del Rey Oaks\*  
Carl Holm, County of Monterey\*  
Elizabeth Caraker, City of Monterey\*  
Layne Long, City of Marina\*  
Anya Spear, CSUMB  
Vicki Nakamura, M{C  
Lyle Shurtleff, BRAC  
Graham Bice, UC MBEST  
Todd Muck, TAMC

Kathleen Lee, Sup. Potter's Office  
Wendy Strimling, County of Monterey  
Daphne Hodgson, City of Seaside  
Patrick Breen, MCWD  
Talli Robinson, UCP  
Scott Hilke, MCP  
Bob Schaffer  
Beth Palmer, Monterey Downs  
Barry Steinberg, Kutak Rock LLP

FORA Staff:  
Michael Houlemard  
Steve Endsley  
Jim Arnold  
Crissy Maras  
Jonathan Garcia  
Lena Spilman

\* Voting Members

### 2. PLEDGE OF ALLEGIANCE

Executive Officer Michael Houlemard led the Pledge of Allegiance.

### 3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

#### a. CSUMB/FORA Base Reuse Implementation Colloquia

Mr. Houlemard stated that the Colloquia had tentatively been scheduled for December 12-13, 2013 and discussed several of the proposed panel topics. Mr. Houlemard reported on the status of the Fort Ord initiatives.

### 4. PUBLIC COMMENT PERIOD

The Committee received comments from members of the public.

### 5. SEPTEMBER 13, 2013 BOARD MEETING FOLLOW UP

Mr. Houlemard provided an overview of actions taken at the September 13, 2013 Board meeting.

### 6. OLD BUSINESS

#### a. Comprehensive Environmental Response Coordination and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RCRA) Issues.

#### b. Risk Management and Basewide Pollution Legal Liability (PLL) Insurance Coverage

Mr. Houlemard introduced the item. FORA Special Counsel Barry Steinberg, Kutak Rock LLP, discussed the history of the current FORA PLL Policy, the implications of the policy's December 2014 expiration, and alternatives for coverage beyond 2014. The Committee agreed to provide FORA with comments within 30 days.

### 7. ITEMS FROM MEMBERS

None

### 8. ADJOURNMENT

Chair Dawson adjourned the meeting at 10:00 a.m.

**- START -**

**DRAFT  
BOARD PACKET**



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## BOARD OF DIRECTORS REGULAR MEETING

Friday, October 11, 2013 at 2:00 p.m.

910 2<sup>nd</sup> Avenue, Marina, CA 93933 (Carpenter's Union Hall)

### AGENDA

#### 1. CALL TO ORDER

#### 2. CLOSED SESSION

- a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – **7 Cases**
  - i. Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), Case Numbers: M114961, M116438, M119217
  - ii. Bogan v. Houlemard, Case Number: M122980
  - iii. The City of Seaside v. Valenzuela, Case Number: M124499
  - iv. The Fort Ord Access Alliance v. Houlemard, Case Number: M124709
  - v. The City of Marina v. Fort Ord Reuse Authority, Case Number: M118566

#### 3. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

#### 4. PLEDGE OF ALLEGIANCE

#### 5. ROLL CALL

#### 6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- a. California State University, Monterey Bay/FORA Co-hosted Base Reuse Implementation Colloquia

#### 7. CONSENT AGENDA

- a. Approval of the September 13, 2013 Board Meeting Minutes ACTION

#### 8. NEW BUSINESS

- a. Marina Coast Water District Financial Plan and Rate and Fee Study INFORMATION
- b. Alliance Management Performance Evaluation ACTION
- c. CONSISTENCY DETERMINATION: 2010 Monterey County General Plan ACTION

#### 9. OLD BUSINESS

- a. Contract for Legal Services - Jerry Bowden (2<sup>nd</sup> Vote) ACTION
- b. Environmental Services Cooperative Agreement (ESCA) Update INFORMATION

#### 10. PUBLIC COMMENT PERIOD

*Members of the public wishing to address the Fort Ord Reuse Authority (FORA) Board of Directors on matters that are not on this agenda, but are within FORA's jurisdiction, may comment for up to three minutes during this period. Public comments on specific agenda items are heard under that item.*

**11. EXECUTIVE OFFICER'S REPORT**

- a. Outstanding Receivables
- b. Habitat Conservation Plan Update
- c. Administrative Committee
- d. Water/Wastewater Oversight Committee
- e. Post Reassessment Advisory Committee
- f. Travel Report
- g. Public Correspondence to the Board

INFORMATION  
INFORMATION  
INFORMATION  
INFORMATION  
INFORMATION  
INFORMATION

**12. ITEMS FROM MEMBERS**

**13. ADJOURNMENT**

**NEXT REGULAR BOARD MEETING: NOVEMBER 15, 2013**

DRAFT

Persons seeking disability related accommodations should contact FORA 24 hours prior to the meeting. This meeting is recorded by Access Monterey Peninsula (AMP) and is televised Sundays at 9:00 a.m. and 1:00 p.m. on Marina/Peninsula Chanel 25. The video and full Agenda packet are available online at [www.fora.org](http://www.fora.org).

# FORT ORD REUSE AUTHORITY BOARD REPORT

## NEW BUSINESS

**Subject:** Alliance Management Performance Report

**Meeting Date:** October 11, 2013

**Agenda Number:** 8b

**ACTION**

### RECOMMENDATION(S):

Accept the Management Performance Report.

### BACKGROUND/DISCUSSION:

In 1997, Fort Ord Reuse Authority (FORA) leased the 354-unit Preston Park Housing Complex from the Army under the conditions of a Lease in Furtherance of Conveyance (LIFOC). In 2000, the US Army transferred Preston Park to FORA. Despite the transfer, the terms of operating the complex have remained similar to those in the initial 1997 LIFOC.

On December 7, 2007, FORA and the City of Marina (Marina) entered into the Preston Park Management Agreement (PPMA) with Alliance Communities Inc. (Alliance) to provide professional management services for the Preston Park property. The PPMA identified FORA as the Owner, Marina as FORA's Agent, and Alliance as the Operator. Net rental revenues from the property are shared 50/50 between FORA and Marina, as described in the FORA-Marina Implementation Agreement and State law.

Consistent with the PPMA, Alliance assumed Preston Park management responsibilities in January 2009. Alliance offered a lower management fee with potential cost savings and efficiencies from management of 1,100 housing units at nearby California State University Monterey Bay.

The 3-Party (Marina, FORA, and Alliance) PPMA expired on December 31, 2011. On November 18, 2011, the FORA Board met in closed session to discuss ongoing litigation between Marina and FORA regarding the disposition of Preston Park. The Board discussed Marina's breach of the PPMA, in which they directed Alliance not to distribute excess revenue 50/50 between Marina and FORA, as previously instructed. The Board: 1) instructed Authority Counsel not to file suit against Marina for breach of contract, 2) instructed the Executive Officer to enter into a 2-Party management agreement with Alliance for 90 days, should the proposed 3-party agreement continuation fail by the December 31, 2011 expiration date.

At the January 13, 2012 meeting, the FORA Board took a 2<sup>nd</sup> vote on its previous motion to approve a 90-day continuation of the 3-Party PPMA, but the motion failed. Instead of voting on a 2-Party Management Agreement at this meeting, the Board directed staff to return the following month for consideration of a 2-Party and 3-Party Management Agreement. The 2-Party Management Agreement was modified to reflect some changes previously requested by Marina staff and Marina's FORA Board representatives.

The FORA and Alliance 2-Party Management Agreement expired on December 31, 2012. The agreement was presented to the Board for renewal under the same terms as



the previously approved 2011-12 agreement. The Board approved the agreement on a second vote at the February 15, 2013 meeting, with the understanding that an Alliance Management performance report would be presented later in the year.

A Preston Park Management Performance Review Work Plan was developed to determine whether:

1. Alliance complies with the PPMA (**Attachment A**).
2. The operation of the property is accurately accounted for and reported to the owner.
3. Income from the property is accurately accounted for and passed through to the owner in a timely manner.
4. Disbursements are proper, authorized, and paid in a timely manner.
5. The property is adequately safeguarded and properly managed.

### **Alliance Management Corporate Profile**

Alliance is one of the largest private U.S. multi-family companies and according to the National Multi-Housing Council's 2013 NMHC 50 survey results, Alliance is the 10<sup>th</sup> largest management company in the nation (up five spots since the 2012 results were released). Alliance is a fully integrated multifamily company focused on the development, acquisition, construction and management of residential and mixed-use communities (**Attachment B**).

Alliance is an Accredited Management Organization through the Institute of Real Estate Management (IREM) which reflects the fact that many of their associates hold real estate license and industry designations/certifications-such as Certified Property Manager, Certified Apartment Manager, National Apartment Leasing Professional, Accredited Residential Manager, Certified Public Accountant and Certified Internal Auditor.

### **Property Management**

Alliance manages more than 62,000 units in 267 communities throughout the United States. Preston Park Regional Manager Jill Hammond holds an Accredited Residential Manager (ARM) designation and Senior Vice President of West Coast Operations Tracy Burnett is a Certified Apartment Manager (CAM).

Our first step in reviewing the PPMA was to determine if the management company operates according to the provisions of the management contract. To do so we:

- Determine if Alliance prepared and sent a management and marketing plan to the owner.
- Determine if Alliance prepared and sent an annual cash budget, including recommended capital expenditures, to the owner.
- Determine if Alliance prepared a checklist of the condition of each unit at the time of move-out and that it has been signed by the agent and tenant prior to releasing any security deposit funds.

- Determine if Alliance prepared a checklist of the condition of each unit soon after each new tenant's move-in date and that it has been signed by the agent and the tenant.

## Operations

Alliance provides a comprehensive monthly report covering fifteen areas of Preston Park operations (**Attachment C**):

- Operations Summary
- Market Survey
- Variance Analysis
- Budget Comparison
- Balance Sheet
- 12 Month Projected Cash Flow
- Trial Balance
- General Ledger
- Aged Receivables
- Aged Payables
- Check Register
- Capital Expenditures
- Bank Reconciliation-Operating
- Bank Reconciliation-Reserves
- Bank Reconciliation-Security Deposits

The Alliance Monthly Report was reviewed and discussed with FORA staff for accuracy and timeliness. FORA staff verified that fidelity bond coverage is in force and is adequate to protect the owner's interests. If the bond is not adequate in relation to the volume of cash handled, advise the owner.

- Determined if the property manager periodically evaluated the marketing skills of their on-site or off-site staff. (**Attachment D**)
- Determined if the agent has adequate procedures to respond to suspected drug and criminal activity and reporting property losses or other insurable incidents.
- Determined if the agent adequately safeguards records related to the property, including leases. Determined that the agent has adequate control over its computer data files. Determined if the agent has adequate records to recreate data files, if needed.

## Financial Records

Financial records used to monitor the operating efficiencies of the property were reviewed. As such we undertook the following:

- Determined that the balance sheet, general ledger, and income and expense statement were prepared and submitted to the owner timely.
- Verified that the agent reviewed and approved the transmittal of the monthly report to FORA.
- Verified the mathematical accuracy of the balance sheet. Trace all asset and liability amounts to supporting documentation such as bank account reconciliations, ledgers, and trial balances.
- Verified the accounts receivable from the balance sheet and/or the delinquent rent report. Determined what collection efforts have been made for past due receivable amounts.
- Verified that statements of accounts payable and accounts receivable are included in the monthly reporting package.
- Verified the accounts payable from the balance sheet to the accounts payable ledger.
- Verified the security deposits from the asset and liability on the balance sheet to the rent roll, the security deposit register or the detailed rent roll, and the bank account reconciliation.
- Determined the amount spent for capital expenditures and identify individual capital expenditures over the agreed threshold limit to determine that they were authorized by the owner.
- Verified the mathematical accuracy of the income and expense statement.
- Compared actual income and expenses from the income and expense statements to budgeted income and expenses on the annual cash budget. Obtain explanations for significant variances from budget (ex: 10% or \$1,000).
- Verified the mathematical accuracy of the cash receipts and disbursements records and the schedules of accounts payable and accounts receivable.

## **Receipts**

Income from operations is what is used to pay bills and generate cash-flow. As such, we:

- Determined if the number of units on the rent roll and the detailed rent roll agrees with the number of units in the building.
- Verified that the number of vacant and occupied units on the detailed rent roll provided by the agent agrees with the latest rent roll sent to the owner. For a sample of at least 25% of the units, verify that the unit number, tenant, rent amount, lease term, and security deposit amount as reported on the rent roll agrees with the leases.
- Determined if the leases are properly signed and executed and conform to the owner's requirements.
- Determined if new tenants have signed leases at rental rates approved by the owner.
- Traced receipts from the rent roll and detailed rent roll to the income and expense statement and to the deposit register and the bank statement to ensure that all funds are accounted for and that funds are properly classified.
- For security deposits not returned to the former tenant, we determined the justification for keeping the deposit or that the former tenant waived the return of the security deposit.

- Using the detailed rent roll and the delinquent rent report, we verified that the agent is collecting full months' rent, recording uncollected rent as a receivable, properly accounting for prepaid rents, and making efforts to collect delinquent rents.
- Determined whether there are any rental concessions and whether they conform to the management and marketing plan.

### **Disbursements**

Controlling expenses is as important as maximizing the income. As such we:

- Determined that the agent's management fees comply with the Agreement.
- From a review of the manager's resume and discussion with the owner's personnel, identify the agent's employees and affiliates. Review any payments to the agent, its affiliates, or its employees for propriety.
- Reviewed the check register for large or unusual disbursements. Determine if any repairs, alterations, improvements, or contracts were for greater than 12 months or more than the allowed threshold and thus were pre-approved by the owner. Obtain explanations for any unusual disbursements.
- Determined if the agent has contracted for utilities and other services as necessary for the operation of the property. Determine that the agent only paid for utilities authorized by the owner and provided for in the leases.
- Verified competitive bidding.
- Review canceled checks for all major disbursements to determine that they were properly endorsed by the payee. Review for unusual or second endorsements.
- Determined that amounts which are due the owner have been remitted to the owner according to the Agreement. Trace remittances to posting to the owner's records.
- Determined if there are indications that the agent has marked up the cost of in-house or outside goods and services by reviewing invoices, comparing actual amounts to budgeted amounts and reviewing for approval of variances, reviewing for competitive bids, noting if the agent uses several vendors rather than a few vendors, and discussion with agent personnel. **(Attachment E)**

### **Custodial Accounts**

Property management is a trust relationship. As such there is a fiduciary responsibility by the management to the owner. Therefore we:

- Determined if the agent has established custodial bank accounts in compliance with the Agreement and that the accounts meet the requirements of the Agreement.
- Traced the bank balance on the bank account reconciliations to the bank statement and the cashbook balance to the agent's cashbook and the balance sheet. **(Attachment E)**
- Examine the bank statement for alterations.
- Verify the mathematical accuracy of the reconciliations. Verify that outstanding deposit and credit items were credited to the bank account balance promptly and obtain an explanation for any exceptions. Also, review old outstanding checks for essential items to ensure that payment has been made.
- Determine that interest on custodial funds, if required by the Agreement, is credited to the owner.

- Determine that voided checks have been properly voided.
- Alliance performs random internal audits of Preston Park **(Attachment F)**

### Site Visit

No management review can be complete without performing a site visit. As such we:

- Performed an inspection of the property to verify that the property is adequately maintained and secured.
- Determined if the agent maintains and repairs the property as needed by comparing records of maintenance and repairs performed by the agent to information noted in inspection reports and shopping reports and responses to tenant repair requests.
- Verified that repairs, alterations, and improvements were properly performed for the larger items identified in this work program.
- Obtained a list of vacant units from the most current rent roll. Inspect a sample of the units to determine that they are not occupied. If any of the units are occupied, review the lease for the unit noting whether the lease date is subsequent to the date of the rent roll and prior to the date of our inspection.
- Using the rent roll and the detailed rent roll, selected a sample of tenants and confirm directly with the tenant the amount of rent being paid and the status of the rent paid on the rent roll (prepaid, current, or delinquent).
- Performed a petty cash count.
- Alliance has commissioned Kingsley and Associates to assess resident satisfaction throughout the residential portfolio to develop the means to improve performance, increase retention, maximize portfolio value and attain operational excellence. **(Attachment G)**
- Affordability Compliance Monitoring performed monthly **(Attachment H)**
- Monthly Newsletters **(Attachment I)**

### Summary/ Conclusions

The Alliance Management Performance review used the current scope of services to provide the service or task and comments and rating of the company's performance. According to Exhibit A of the PPMA Scope of Services Agreement, Alliance Residential Management will manage, direct and supervise using commercially reasonable efforts, all aspects of property management for Preston Park Apartments.

In the exit conference, we discussed the findings noted with the Alliances management. Obtain responses of intended corrective action and the date of expected completion from the Alliance management for inclusion in the report. The rating scale ranges from **Satisfactory** to **Needs Improvement**.

<b>Task</b>	<b>Rating</b>	<b>Comment</b>	<b>Follow Up Needed</b>
Placement of Residents with appropriate leases	Satisfactory	Tasks summarized in Attachment B	Preston Park has seen 6 evictions from Jan 2008 – September 2013.
Collect all monthly rents and fees	Satisfactory	On the 6 <sup>th</sup> of each month, residents	

		<p>who have not paid their rent are notified in writing, per CA law, that they must pay their rent within 3 days or leave the home. While the wording of these notices is harsh, by law a 3-Day Notice must include verbiage about leaving the home within 3 days if rent is not received. Alliance staff works with every individual to come to an agreement if rent must be paid at a later date by putting in place a stipulation agreement. This agreement is a legally binding document that, if unfulfilled, will result legal action. Even after an attorney is involved, we make arrangements with residents to space out payments and attorney's fees so that they are more easily afforded. Only if this agreement is unfulfilled will a resident actually be evicted.</p>	
<p>Maintain community standards of physical and social environment while keeping within budget</p>	<p>Satisfactory</p>	<p>Alliance commissioned Kingsley Report on quality of residential experience that needs to be monitored</p>	

<p>Hire, train, and supervise all staff with staffing plan to owner.</p>	<p>Satisfactory</p>	<p>Every year at the end of the year current employees are evaluated for performance. At that time previous work effort is reviewed, and new goals are set for each associate. Throughout the year on an individual case basis, employees are coached and/or reprimanded if work effort or performance is poor. Training is made readily available and often assigned to associates in order to reinforce a constructive outcome.</p>	
<p>Develop and maintain a list of qualified prospective renters.</p>	<p>Satisfactory</p>	<p>Monthly reporting in Attachment C</p>	
<p>Prepare an affirmative fair housing marketing plan, circulate marketing materials, and participate in community meetings.</p>	<p>Satisfactory</p>	<p>It is an Alliance best practice to include the logo on all prospect and resident materials and marketing communication. Alliance staff has regular meetings with PP Tenant representatives and attends FORA meetings</p>	
<p>Analyze financial requirements for operations, prepare annual budget, work within budget, and</p>	<p>Satisfactory</p>	<p>Complexity and volume of reports requires FORA oversight by Principal Analyst</p>	<p>FORA Audit will be completed end of October 13</p>

multiyear Capital Improvement Plan		and Controller	
Develop and implement written office procedures, train and supervise office and leasing personnel.	Satisfactory	Alliance Residential has substantial policies and structure in this area	
Maintain financial records and generate monthly financial reports.	Needs Improvement	Overall reporting is satisfactory but needs active monitoring	Develop plan for short-term investment of Reserve Account
Report regularly to the owner on current status of all operations.	Satisfactory	Monthly Operational Report	
Manage the selection process for outside contractors.	Satisfactory	Maintenance/Capital Improvement Program in the approved budget. FORA staff reviews contracts and bidding process	
Prepare tenant handbook and circulate written communications to tenants.	Needs Improvement	Tenant rights and grievance process covered in lease agreement	Amend contract to remove language and acknowledge changed circumstance
Explore opportunities for cooperation with housing developments at CSUMB	Satisfactory	Economies of Scale: extra support from Office of Maintenance staff, having a management contract with CSUMB in close proximity also allows us to benefit by utilizing the same vendor services at reduced rates. In addition to company-wide preferred vendors, such as Floormasters and Office Team, in the Monterey area we	



		benefit with lower pricing by utilizing the same Landscaping vendor, additional Flooring and Resurfacing vendor, Answering Service, General Contractor, and Cleaning Vendor.	
Other duties as needed			
<b>Overall Rating</b>	Satisfactory		

**FISCAL IMPACT:**

Reviewed by FORA Controller \_\_\_\_\_

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

**COORDINATION:**

FORA Staff, Alliance Management, Legal Counsel, FORA Controller, and Community residents

Prepared by \_\_\_\_\_  
Robert J. Norris, Jr.

Reviewed by \_\_\_\_\_  
Steve Endsley

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

# **Placeholder for Attachments A – I to Item 8b**

**Attachment A: Preston Park Management Agreement**

**Attachment B: Property Management Analysis**

**Attachment C: Operations Summary**

**Attachment D: Preston Park Marketing Plan**

**Attachment E: VISA Information Source**

**Attachment F: Preston Park Internal Audit**

**Attachment G: CORE Program YTD Report**

**Attachment H: Preston Affordability Summary**

**Attachment I: Preston Abrams Newsletter**

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**These items will be included in the final Board packet**

# FORT ORD REUSE AUTHORITY BOARD REPORT

## NEW BUSINESS

**Subject:** Consistency Determination: 2010 Monterey County General Plan

**Meeting Date:** October 11, 2013

**Agenda Number:** 8c

**ACTION**

### RECOMMENDATION(S):

Approve Resolution 13-XX (**Attachment A**), concurring in the County of Monterey's (County) legislative land use decision that the 2010 Monterey County General Plan (General Plan) is consistent with the Fort Ord Base Reuse Plan (BRP).

### BACKGROUND:

The County submitted the General Plan for consistency determination on September 24, 2013 (**Attachment B**). The County requested a Legislative Land Use Decision review of the General Plan in accordance with section 8.02.010 of the Fort Ord Reuse Authority (FORA) Master Resolution. Under state law, (as codified in FORA's Master Resolution) legislative land use decisions (plan level documents such as General Plans, Zoning Codes, General Plans, Redevelopment Plans, etc.) must be scheduled for FORA Board review under strict timeframes. This item is included on the Board agenda because the General Plan is a legislative land use decision, requiring Board approval.

The FORA Administrative Committee will review this item on October 2, 2013.

### DISCUSSION:

County staff will be available to provide additional information to the FORA Board on October 11, 2013. In all consistency determinations, the following additional considerations are made, and summarized in table form (**Attachment C**).

**Rationale for consistency determinations** FORA staff finds that there are several defensible rationales for making an affirmative consistency determination. Sometimes additional information is provided to buttress those conclusions. In general, it is noted that the BRP is a framework for development, not a precise plan to be mirrored. However, there are thresholds set in the resource constrained BRP that may not be exceeded without other actions, most notably 6,160 new residential housing units and a finite water allocation. More particularly, the rationales for consistency analyzed are:

### **LEGISLATIVE LAND USE DECISION CONSISTENCY FROM SECTION 8.02.010 OF THE FORA MASTER RESOLUTION**

(a) In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board shall disapprove any legislative land use decision for which there is substantial evidence support by the record, that:

(1) Provides a land use designation that allows more intense land uses than the uses permitted in the Reuse Plan for the affected territory;

The General Plan would not establish a land use designation that is more intense than the uses permitted in the BRP. Compared to the 1997 BRP, the General Plan increases the amount of habitat within the County's jurisdiction by 246.7 acres as a result of the December 20, 2005 Memorandum of Understanding (MOU) among the County, Monterey Peninsula College (MPC), FORA, the Bureau of Land Management (BLM), and U.S. Army, which swapped land uses between East Garrison and Parker Flats areas of the former Fort Ord. The result of the MOU is that an additional 210 acres are available for development in East Garrison in exchange for the preservation of approximately 447 additional habitat acres in Parker Flats. Also, the MOU added additional habitat acres next to the Military Operations Urban Terrain (MOUT) facility.

(2) Provides for a development more dense than the density of uses permitted in the Reuse Plan for the affected territory;

No increase in density would be permitted by the General Plan.

(3) Is not in substantial conformance with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution;

The General Plan is in substantial conformance with applicable programs. FORA staff notes that a member of the public and representatives of the Ventana Chapter of the Sierra Club, Keep Fort Ord Wild, the Open Monterey Project, and LandWatch Monterey County provided correspondence at the August 27 and September 17, 2013 Monterey County Board of Supervisors hearings pertaining to consistency between the 2010 Monterey County General Plan 1997 BRP. In summary, these individual letters requested that the Monterey County Board of Supervisors not adopt the consistency finding, citing instances of incomplete policies and programs and other issues. FORA staff concurs with Exhibit 1 to Monterey County Board of Supervisors Order 13-0952/Resolution No. 13-307 page 5 of 13 that:

Some but not all of the policies programs have been implemented. Implementation efforts are currently underway. Implementation of the Base Reuse Plan policies is a separate measure from Consistency with the Base Reuse Plan.

(4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority;

The General Plan is compatible with open space, recreational, and habitat management areas.

(5) Does not require or otherwise provide for the financing and/or installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the legislative land use decision;

County development within the former Fort Ord that is affected by the General Plan will pay its fair share of the base-wide costs through the FORA Community Facilities District special tax and tax increment that will accrue to FORA, as well as land sales revenues. This is evidenced in Exhibit 1 to Monterey County Board of Supervisors Order 13-0952/Resolution No. 13-307 page 6 of 13 and the May 8, 2001 Implementation Agreement between FORA and County of Monterey.

(6) Does not require or otherwise provide for implementation of the Fort Ord Habitat Management Plan;

The Fort Ord Habitat Management Plan (HMP) designates certain parcels for "Development," in order to allow economic recovery through development while promoting preservation, enhancement, and restoration of special status plant and animal species in designated habitats. The General Plan affects lands that are located within areas designated for "Habitat Reserve," "Habitat Corridor," "Development with Reserve Areas and Restrictions," and "Development with no Restrictions" under the HMP. Lands designated as "Development with no Restrictions" have no management restrictions placed upon them as a result of the HMP. The General Plan requires implementation of the Fort Ord HMP.

(7) Is not consistent with the Highway 1 Design Corridor Design Guidelines as such guidelines may be developed and approved by the Authority Board; and

The General Plan would not modify Highway 1 Design Corridor Design Guidelines.

(8) Is not consistent with the jobs/housing balance requirements developed and approved by the Authority Board as provided in Section 8.02.020(t) of this Master Resolution.

The General Plan is consistent with the jobs/housing balance approved by the FORA Board.

**Additional Considerations**

(9) Is not consistent with FORA's prevailing wage policy, section 3.03.090 of the FORA Master Resolution.

The General Plan does not modify prevailing wage requirements for future development entitlements within the County's jurisdiction on former Fort Ord.

**FISCAL IMPACT:**

Reviewed by FORA Controller \_\_\_\_\_

This action is regulatory in nature and should have no direct fiscal, administrative, or operational impact. In addition to points already dealt with in this report, it is clarified that the developments expected to be charged with reuse subject to the General Plan are covered by the Community Facilities District or other agreement that ensure a fair share payment of appropriate future special taxes/fees to mitigate for impacts delineated in the 1997 BRP and accompanying Environmental Impact Report. The County has agreed to provisions for payment of all required fees for future developments in the former Fort Ord under its jurisdiction.

Staff time related to this item is included in FORA's annual budget.

**COORDINATION:**

The County, Planners Working Group, Administrative Committee, and Executive Committee

DRAFT

Prepared by \_\_\_\_\_ Reviewed by \_\_\_\_\_  
Jonathan Garcia Steve Endsley

Approved by \_\_\_\_\_  
Michael A. Houlemard, Jr.

Resolution 13-XX )  
Resolution Determining Consistency of )  
the 2010 Monterey County General Plan )

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

- A. On June 13, 1997, the Fort Ord Reuse Authority ("FORA") adopted the Final Base Reuse Plan under Government Code Section 67675, et seq.
- B. After FORA adopted the reuse plan, Government Code Section 67675, et seq. requires each county or city within the former Fort Ord to submit to FORA its general plan or amended general plan and zoning ordinances, and to submit project entitlements, and legislative land use decisions that satisfy the statutory requirements.
- C. By Resolution No. 98-1, the Authority Board of FORA adopted policies and procedures implementing the requirements in Government Code 67675, et seq.
- D. The County of Monterey ("County") is a member of FORA. The County has land use authority over land situated within the former Fort Ord and subject to FORA's jurisdiction.
- E. After a noticed public meeting on October 26, 2012, the County adopted the 2010 Monterey County General Plan ("General Plan"), affecting lands on the former Fort Ord. After noticed public meetings on August 27, 2013 and September 17, 2013 the County also found the General Plan is consistent with the Fort Ord Base Reuse Plan, FORA's plans and policies and the FORA Act and considered the Fort Ord Base Reuse Plan Environmental Impact Report ("EIR") in their review and deliberations.
- F. On September 24, 2013, the County recommended that FORA concur in the County's determination that FORA's Final Base Reuse Plan, certified by the Board on June 13, 1997, and the General Plan are consistent. The County submitted to FORA its General Plan together with the accompanying documentation.
- G. Consistent with the Implementation Agreements between FORA and the County, on September 24, 2013, the County provided FORA with a complete copy of the submittal for lands on the former Fort Ord, the resolutions and/or ordinance approving it, a staff report and materials relating to the County's action, a reference to the environmental documentation and/or CEQA findings, and findings and evidence supporting its determination that the General Plan is consistent with the Fort Ord Base Reuse Plan and the FORA Act (collectively, "Supporting Material"). The County requested that FORA certify the General Plan as being consistent with the Fort Ord Base Reuse Plan for those portions of the County that lie within the jurisdiction of FORA.
- H. FORA's Executive Officer and the FORA Administrative Committee reviewed the County's application for consistency evaluation. The Executive Officer submitted a report recommending that the FORA Board find that the General Plan is consistent with the Fort Ord Base Reuse Plan. The Administrative Committee reviewed the Supporting Material, received additional information, and concurred with the Executive

Officer's recommendation. The Executive Officer set the matter for public hearing regarding consistency of the General Plan before the FORA Board on October 11, 2013.

- I. Master Resolution, Chapter 8, Section 8.02.010(a)(4) reads in part: "(a) In the review, evaluation, and determination of consistency regarding legislative land use decisions, the Authority Board shall disapprove any legislative land use decision for which there is substantial evidence supported by the record, that [it] (4) Provides uses which conflict or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property..."
- J. In this context, the term "consistency" is defined in the General Plan Guidelines adopted by the State Office of Planning and Research as follows: "An action, program, or project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment."
- K. FORA's consistency determination must be based upon the overall congruence between the submittal and the Reuse Plan, not on a precise match between the two.

NOW THEREFORE be it resolved:

1. The FORA Board recognizes the County's August 27, 2013 and September 17, 2013 recommendation that the FORA Board find consistency between the Fort Ord Base Reuse Plan and the General Plan.
2. The Board has reviewed and considered the Fort Ord Base Reuse Plan Final Environmental Impact Report and the County's environmental documentation, concluding that it is adequate and complies with the California Environmental Quality Act. The Board finds further that these documents are sufficient for purposes of FORA's determination for consistency of the General Plan.
3. The Board has considered the materials submitted with this application, the recommendation of the Executive Officer and Administrative Committee concerning the application and oral and written testimony presented at the hearings on the consistency determination, which are hereby incorporated by reference.
4. The Board finds that the General Plan is consistent with the Fort Ord Base Reuse Plan. The Board further finds that the legislative decision made herein has been based in part upon the substantial evidence submitted regarding allowable land uses, a weighing of the Base Reuse Plan's emphasis on a resource constrained sustainable reuse that evidences a balance between jobs created and housing provided, and that the cumulative land uses contained in the County's submittal are not more intense or dense than those contained in the Base Reuse Plan.

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5. The General Plan will, considering all its aspects, further the objectives and policies of the Final Base Reuse Plan. The County application is hereby determined to satisfy the requirements of Title 7.85 of the Government Code and the Fort Ord Base Reuse Plan.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed on this 11th day of October, 2013, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

\_\_\_\_\_  
Jerry Edelen, Chair

\_\_\_\_\_  
Michael A. Houlemard, Jr., Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Fort Ord Reuse Authority hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 13-XX adopted October 11, 2013.

\_\_\_\_\_  
Michael A. Houlemard, Jr., Secretary

# MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Attachment B to Item 8c  
FORA Board Meeting, 10/11/2013

## Planning Department

Mike Novo, AICP, Director of Planning

168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
(831) 755-5025  
Fax: (831) 757-9516  
[www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)



September 24, 2013

Jonathan Garcia, Senior Planner  
Fort Ord Reuse Authority  
920 2<sup>nd</sup> Ave., Suite A  
Marina, CA 93933

**SUBJECT: REQUEST FOR FORA CONSISTENCY DETERMINATION ON THE  
2010 MONTEREY COUNTY GENERAL PLAN PURSUANT TO FORA MASTER  
RESOLUTION, ARTICLE 8.01.020**

Dear Mr. Garcia,

On October 26, 2010 the Board of Supervisors of the County of Monterey adopted a comprehensive General Plan update (2010 General Plan) (Resolution 10-291). The 2010 General Plan now governs the future physical development of the unincorporated areas of the County of Monterey, excluding the Coastal Areas, but including most of the Former Fort Ord. As it relates to property in the territory of the Authority to the Executive Officer, the 2010 General Plan contains the Fort Ord Master Plan (in Chapter 9-E). The Fort Ord Master Plan is essentially the same as the 2001 Fort Ord Master Plan that was adopted by the County and found consistent by the Fort Ord Reuse Authority Board on January 18, 2002 (FORA Resolution #02-3) with some minor updates and amendments including:

- Recognition of the Land Swap Agreement
- Re-insertion of policies missing from the 2001 plan; and
- Updates to policies regarding the landfill parcel, East Garrison, and the York Road Planning area to reflect more recent events.

In February of 2012, the County submitted a package, with a formal request for a consistency determination to the Fort Ord Reuse Authority. That package included 1 hard copy and 5 CD's with the following documents and information:

- **Attachment 1** – The adopted 2010 General Plan
- **Attachment 2** – CEQA documents including:
  - a. Draft EIR
  - b. Final EIR; and
  - c. Supplemental Information to the FEIR
- **Attachment 3** – Reports and Resolutions
  - a. Planning Commission Staff Report and Resolution from August 11, 2010
  - b. Board of Supervisors Staff Report and Resolutions (10-290 and 10-291)

- **Attachment 4** – Fort Ord Master Plan redline version showing changes to text from the previously adopted and certified County version of the Fort Ord Base Reuse Plan.
- **Attachment 5** – Consistency Analysis

The County's consistency determination request was placed on hold while the County processed the consistency findings and certification required by the FORA Master Resolution. Between the time of the original submittal and the submittal of this information, the County has amended the 2010 General Plan three times. Because of these amendments, the County would like to ensure that FORA is working with, and considering consistency of, the most recent version of the General Plan. The updated sections of the General Plan along with the EIR Addendums prepared for those amendments are included in this revised submittal. In total, this revised submittal contains the following documents and information:

- **Amendments to Attachment 1 (The 2010 General Plan)** –
  - Updated Carmel Valley Master Plan Chapter (Chapter 9-B of the General Plan)
  - Updated Public Services Chapter (Chapter 5 of the General Plan)

These replace the chapters in the previously submitted General Plan. Note: The third amendment involved a land use designation change on a parcel in southern Monterey County and did not have any effect on Fort Ord Territory.
- **Additions to Attachment 2 (CEQA Documents)** – Addendums to the General Plan EIR were prepared for the General Plan amendments listed above.
  - Addendum 1 – (For Amendment to Chapter 5 of 2010 General Plan)
  - Addendum 2 – (for Amendment to Carmel Valley Master Plan)
  -
- **Additions to Attachment 3 (Reports and Resolutions)** – Two new Board of Supervisors Board Reports and Resolutions certifying that the 2010 General Plan is consistent with the Base Reuse Plan:
  - September 17, 2013 Board Report and Resolution affirming and updating the August 27, 2013 decision (Resolution # 13-0952)
  - August 27, 2013 Board Report and Resolution (Resolution # 13-0290)
  - Board Report for September 17, 2013 Public Hearing
- **Amended Attachment 5 (Consistency Analysis)** – A new and updated consistency analysis was attached to the August 27 and September 17 Board Resolutions. That analysis is the same in both reports.
- **New Attachment 6 (Public Comment)** – New comments and correspondence received on for the August 27 and September 17 Board of Supervisors hearing on the consistency certification.
  - Letter from Sierra Club – Ventana Chapter – September 16, 2013
  - Letter from Law Offices of Michael Stamp – September 17, 2013
  - Letter from Jane Haines -- September 16, 2013
  - Letter from Jane Hainse – August 26, 2013

- Letter from MR Wolfe – August 26, 2013 (Attachement D of September 17, 2013 Board Report.

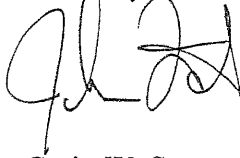

As was the case with the first, submitted with this letter is one hard copy and 5 CD's with the updated information listed above. All of the documents from the original submittal and the updated submittal can be found by following the link below:

[www.co.monterey.ca.us/planning/gpu/GPU\\_2007/2010\\_Mo\\_Co\\_General\\_Plan\\_Adopted\\_102610/2010\\_Mo\\_Co\\_General\\_Plan\\_Adopted\\_102610.htm](http://www.co.monterey.ca.us/planning/gpu/GPU_2007/2010_Mo_Co_General_Plan_Adopted_102610/2010_Mo_Co_General_Plan_Adopted_102610.htm)

This link will take you to the page for the 2010 General Plan, which provides links to the EIR and all addendums and a link directly to the material submitted as part of this package.

We would be happy to provide FORA staff and the FORA Board with any additional information deemed necessary to complete the Consistency Determination review. We look forward to working with you on this and should you have any questions regarding this submittal please contact Craig Spencer at (831) 755-5233 or John Ford at (831) 755-5158.

Sincerely,

Craig W. Spencer, Associate Planner  
Monterey County – Planning Department  
Email: [spencerc@co.monterey.ca.us](mailto:spencerc@co.monterey.ca.us)

Attachments

<b>A Master Resolution Section</b>	<b>Finding of Consistency</b>	<b>Justification for finding</b>
s not provide for a land use designation that allows more land uses than the uses permitted in the Reuse Plan for the territory;	Yes	The General Plan does not establish land use designations more intense than permitted in the Base Reuse Plan ("BRP"). See Exhibit 1 to Monterey County Board of Supervisors Order 13-0952/Resolution No. 13-307 (Reso. 13-307) page 5 of 13.
(2) Does not provide for a development more dense than the density of uses permitted in the Reuse Plan for the affected territory;	Yes	The General Plan does not allow denser development than permitted in the BRP. See Reso. 13-307 page 5 of 13.
(3) Is in substantial conformance with applicable programs specified in the Reuse Plan and Section 8.02.020 of this Master Resolution.	Yes	The General Plan is in compliance with applicable programs. See Reso. 13-307 page 5 of 13.
(4) Does not provide uses which conflict with or are incompatible with uses permitted or allowed in the Reuse Plan for the affected property or which conflict with or are incompatible with open space, recreational, or habitat management areas within the jurisdiction of the Authority;	Yes	No conflict or incompatibility exists between the General Plan and BRP. See Reso. 13-307 page 6 of 13.
(5) Requires or otherwise provides for the financing and/or installation, construction, and maintenance of all infrastructure necessary to provide adequate public services to the property covered by the legislative land use decision;	Yes	The General Plan does not modify County obligations to contribute to basewide costs. See Reso. 13-307 page 6 of 13.
(6) Requires or otherwise provides for implementation of the Fort Ord Habitat Management Plan ("HMP").	Yes	The General Plan provides for HMP implementation. See Reso. 13-307 page 6 of 13.
(7) Is consistent with the Highway 1 Scenic Corridor design standards as such standards may be developed and approved by the Authority Board.	Yes	The General Plan does not modify Highway 1 Scenic Corridor design standards.
(8) Is consistent with the jobs/housing balance requirements developed and approved by the Authority Board as provided in Section 8.02.020(t) of this Master Resolution.	Yes	The General Plan is consistent with job/housing balance requirements. See Reso. 13-307 page 13 of 13.
(9) Prevailing Wage	Yes	The General Plan does not modify prevailing wage requirements.

**FORT ORD REUSE AUTHORITY BOARD REPORT**

**OLD BUSINESS**

<b>Subject:</b>	Contract for Legal Services - Jerry Bowden (Second vote)	
<b>Meeting Date:</b>	October 11, 2013	<b>ACTION</b>
<b>Agenda Number:</b>	9a	

**RECOMMENDATION(S):**

Authorize the Executive Officer to execute an "on-call" contract for legal services with Jerry Bowden through FY 2013-14, not to exceed \$50,000 (**Attachment A**).

**BACKGROUND/DISCUSSION:**

In March 2013, the FORA Board selected Jon Giffen of Kennedy Archer and Giffen, LLC to serve as Authority Counsel. The approved FY 2013-14 FORA budget anticipated Mr. Bowden's participation in the preparation of Habitat Conservation Plan (HCP)/Implementation contracts and or agreements, certain ongoing litigation assistance and to perform support reviews for Authority Counsel Giffen.

The employment contract for former Authority Counsel (Jerry Bowden) expired on September 15, 2013. At the September 13, 2013 Board meeting, the Board voted 9-2 to authorize the Executive Officer to execute an "on-call" contract with Mr. Bowden. The item received majority, but not unanimous, Board support and must return for a second vote on the original motion.

**FISCAL IMPACT:**

Reviewed by FORA Controller \_\_\_\_\_

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

**COORDINATION:**

Executive Committee, Authority Counsel

Prepared by \_\_\_\_\_  
Michael A. Houlemard, Jr.

Agreement No. FC-\_\_\_\_\_

## Agreement for Professional Services

This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between the Fort Ord Reuse Authority, a political subdivision of the State of California (hereinafter referred to as "FORA") and Gerald D. Bowden (hereinafter referred to as "Consultant")

The parties agree as follows:

- SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with Legal services as described in Exhibit "A". Such services will be on an on-call basis at the direction of the Fort Ord Reuse Authority Board of Directors and/or the Executive Officer.
- TERM.** This Agreement shall be from September 16, 2013 through June 30, 2014. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement. It is expected that a review of the service agreement will occur after 90 days.
- COMPENSATION AND OUT OF POCKET EXPENSES.** The overall maximum amount of compensation to Consultant over the full term of this Agreement is not-to-exceed \$50,000 (Fifty Thousand Dollars) including 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". CONSULTANT will charge \$200 per hour for services rendered.
- FACILITIES AND EQUIPMENT.** Consultant is not required to use FORA facilities or equipment for performing professional services. At the Executive Officer's request, Consultant shall arrange to be physically present at FORA facilities to provide professional services at least during those days and hours that are mutually agreed upon by the parties to enable the delivery of the services noted in the Scope of Services attached hereto in Exhibit "A."
- 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.
- EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

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

FORA

CONSULTANT

By \_\_\_\_\_  
Michael A. Houlemard, Jr.  
Executive Officer

\_\_\_\_\_ Date

By \_\_\_\_\_  
\_\_\_\_\_ Date

Approved as to form:

\_\_\_\_\_  
Jon Giffen, Authority Counsel

## SCOPE OF SERVICES

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CONSULTANT is expected to perform legal support services as follows:

1. Prepare contracts and/or enabling agreements associated with the processing of the former Fort Ord Habitat Conservation Plan (HCP) including but not limited to: Implementing Agreement, Joint Powers Authority, Trust Agreements, etc.
2. Provide review and advice regarding certain ongoing litigation and provide assistance with respect to historical context.
3. Perform support reviews as may be assigned by the Authority Counsel or Executive Officer.

It is expected that CONSULTANT will provide approximately 20 hours of services per month, depending on actual needs.

**COMPENSATION:** CONSULTANT is entitled to a maximum amount of \$50,000 including out-of-pocket expenses and will be compensated for services rendered in the following manner:

1. FORA agrees to pay CONSULTANT at the following hourly rate: \$200.00
2. CONSULTANT shall submit itemized monthly invoices to FORA for the period ending on the last day of each month.
3. Each invoice shall contain the hours spent and description of services provided during the billing period.
4. CONSULTANT shall be reimbursed for reasonable business expenses if consistent with FORA expense policies and IRS guidelines and directly incurred pursuant to the terms of this agreement. Invoices for expenses must contain detailed itemizations and any expense of \$50.00 or more must be accompanied by a receipt.
5. FORA shall pay CONSULTANT no later than 30 days from receiving an acceptable invoice.

**CONTRACT AMENDMENTS:** Any change or amendment to this Agreement must be in writing and signed by the parties to this Agreement.



**GENERAL PROVISIONS**

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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.

a. 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 anytime 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.

**- END -**

**DRAFT  
BOARD PACKET**



# FORT ORD REUSE AUTHORITY

920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | [www.fora.org](http://www.fora.org)

## JOINT ADMINISTRATIVE COMMITTEE AND WATER AND WASTEWATER OVERSIGHT COMMITTEE MEETING 920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933 (FORA Conference Room)

### AGENDA

1. **CALL TO ORDER** - *Immediately Following the Administrative Committee Meeting*
2. **ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**
3. **PUBLIC COMMENT PERIOD**  
During the public comment period, members of the audience may address the Committee on matters within FORA's jurisdiction, but not listed on this agenda. Comments are limited to three minutes. Comments on specific agenda items will be heard under that item.
4. **APPROVAL OF MEETING MINUTES**
  - a. September 4, 2013 WWOC Minutes ACTION
5. **OLD BUSINESS**
  - a. FY 2013/14 Ord Community Budget INFORMATION/ACTION
    - i. MCWD Draft Rate Study
6. **SCHEDULE NEXT MEETING** ACTION
7. **ADJOURNMENT**

*For information regarding items on this agenda or to request disability related modifications and/or accommodations please contact the Deputy Clerk by 5:00 p.m., one business day prior to the meeting. Agendas are available on the FORA website at [www.fora.org](http://www.fora.org).*



# FORT ORD REUSE AUTHORITY

## JOINT ADMINISTRATIVE AND WATER/WASTEWATER OVERSIGHT COMMITTEE

Wednesday, September 18, 2013

920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933 (FORA Conference Room)

### MINUTES

#### 1. CALL TO ORDER IMMEDIATELY FOLLOWING ADMINISTRATIVE COMMITTEE MEETING

Administrative Committee Co-Chair Daniel Dawson called the meeting to order at 10:07 AM. The following were present, as indicated by signatures on the roll sheet:

Committee Members:

Daniel Dawson, City of DRO  
Carl Holm, County of Monterey  
Dirk Medema, County of Monterey DPW  
Graham Bice, UCMBEST  
Mike Lerch, CSUMB  
Rick Riedl, City of Seaside

Staff:

Steve Endsley, FORA  
Jim Arnold, FORA  
Crissy Maras, FORA  
Jonathan Garcia, FORA  
Brian Lee, MCWD  
Kelly Cadiente, MCWD  
Patrick Breen, MCWD

Others:

Bob Schaffer  
Kathleen Lee  
Beth Palmer  
Scott Hilk  
Brian Boudreau

#### 2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

None

#### 3. PUBLIC COMMENT PERIOD

None

#### 4. APPROVAL OF MEETING MINUTES

##### a. September 4, 2013 Joint Administrative/WWOC Minutes

MOTION: Rick Riedl moved, seconded by Carl Holm, to approve the July 17, 2013 minutes as presented.

MOTION PASSED: Unanimous.

#### 5. OLD BUSINESS

##### a. FY 2013-14 Ord Community Budget

##### i. MCWD Draft Rate Study

MCWD staff summarized revisions made to the FY2013/14 Ord Community Water/Wastewater Systems Proposed Compensation Plan since the last presentation to this committee. Committee members had various questions regarding planned projects and expenses. MCWD staff explained the projects listed on their capital improvement program (CIP), including a construction loan to build a new office building for the Bureau of Land Management in the Imjin Office Park. The 15-year construction loan will be paid through lease revenue, providing a \$4M MCWD asset at the end of the loan. MCWD staff also explained how various CIP project costs are split amongst their cost centers.

MCWD is conducting a Proposition 218 protest hearing on October 21, 2013.

Committee members made suggestions to help improve the budget format and recommended that MCWD staff do a run through of their anticipated FORA Board presentation to the WWOC on October 2<sup>nd</sup>. MCWD staff indicated their appreciation for committee member feedback and expressed willingness to provide the draft FORA Board presentation to the joint committee on October 2<sup>nd</sup>.

The MCWD Board reviewed the final rate study at their September 16<sup>th</sup> meeting. MCWD staff agreed that the rate study consultant would present an informational report on the study at the October FORA Board meeting.

6. **SCHEDULE NEXT MEETING**

The next meeting was scheduled for October 2, 2013.

7. **ADJOURNMENT**

Co-Chair Dawson adjourned the meeting at 11:30 a.m.

Minutes prepared by Crissy Maras, Grants and Contracts Coordinator

Approved by: \_\_\_\_\_  
Michael A. Houlemard, Jr.