



FORT ORD REUSE AUTHORITY

SPECIAL MEETING

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, October 19, 2018 at 2:00 p.m. | 910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

AGENDA

ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON OCTOBER 18, 2018.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE *(If able, please stand)*
3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE
4. CLOSED SESSION
 - a. Conference with Legal Counsel - Potential Litigation, Gov. Code §54956.9(d)(4)
5. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION
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. 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. Transition Planning Process Update

Recommendation:

1. Consider approval the Transition Plan Resolution (DRAFT), without prejudice and find the action is exempt from California Environmental Quality Act.
2. Direct staff to take appropriate action to comply with state law requiring a Transition Plan submittal (based on the approved resolution) to the Local Area Formation Commission ("LAFCO") by December 2018. Such submittal to include, but not limited to, the following:
 - a) Authorize the Executive Officer to retain facilitator services to assist jurisdictions and FORA to complete Transition Plan Implementation Agreements ("TPIAs") no later than 3/2019;
 - b) Direct staff to work with jurisdictions/entities on TPIAs Transition Plan Implementation Agreements and report TPIAs status in January 2019;
 - c) Authorize the Executive Officer to execute a LAFCO Indemnification Agreement;
 - d) Authorize Transition Plan submittal to LAFCO by December 2018, specifying that member agencies are moving ahead with the TPIAs which may, if approved by the FORA Board, modify the Transition Plan;
 - e) Direct staff to move forward with Transportation Agency for Monterey County ("TAMC"), Monterey Salinas Transit ("MST") and Marina Coast Water District ("MCWD") TPIAs; and
 - f) Direct staff and Authority Counsel to coordinate with County Counsel, LAFCO Counsel, and the City/Member attorneys on refining the nature and extent of legal consensus and areas for legislative or judicial clarification.

8. 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.

9. ITEMS FROM MEMBERS

INFORMATION

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

10. ADJOURNMENT

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Transition Planning Process	
Meeting Date:	October 19, 2018	INFORMATION/ACTION
Agenda Number:	7a	

RECOMMENDATION:

1. Consider approval the Transition Plan Resolution (DRAFT), without prejudice and find the action is exempt from California Environmental Quality Act.
2. Direct staff to take appropriate action to comply with state law requiring a Transition Plan submittal (based on the approved resolution) to the Local Area Formation Commission ("LAFCO") by December 2018. Such submittal to include, but not limited to, the following:
 - a) Authorize the Executive Officer to retain facilitator services to assist jurisdictions and FORA to complete Transition Plan Implementation Agreements ("TPIAs") no later than 3/2019;
 - b) Direct staff to work with jurisdictions/entities on TPIAs and report TPIAs status in January 2019;
 - c) Authorize the Executive Officer to execute a LAFCO Indemnification Agreement;
 - d) Authorize Transition Plan submittal to LAFCO by December 2018, specifying that member agencies are moving ahead with the TPIAs which may, if approved by the FORA Board, modify the Transition Plan;
 - e) Direct staff to move forward with Transportation Agency for Monterey County ("TAMC"), Monterey Salinas Transit ("MST") and Marina Coast Water District ("MCWD") TPIAs; and
 - f) Direct staff and Authority Counsel to coordinate with County Counsel, LAFCO Counsel, and the City/Member attorneys on refining the nature and extent of legal consensus and areas for legislative or judicial clarification.

BACKGROUND/DISCUSSION:

At the October 12, 2018 meeting, and in prior written communications, additional policy, legal and other issues continued to be raised. To that end, staff and Authority Counsel are scheduling meetings with the City and County attorneys of the member jurisdictions in order to ascertain areas of consensus and isolate those areas that may need clarification either by Agreement, litigation or legislation. Staff will provide any updates at the Special Meeting.

Requests were made for a Transition Resolution redline version comparing the September 28, 2018 and the October 12, 2018 versions. **Attachment A** is a redline compilation highlighting changes made since September 28, 2018. The background

October 12, 2018

FORA Board Special Meeting
Item 7a Transition Planning Process

reports for the [September 28, 2018 meeting](#) and the [October 12, 2018 meeting](#) can be accessed by clicking the links.

In addition, FORA staff has fielded numerous phone calls from consultants and staff from the jurisdictions. A table which compiles jurisdictional Transition reports and materials provided to FORA can be found at: <https://www.fora.org/Transitiontaskforce.html>.

FISCAL IMPACT:

Reviewed by FORA Controller 

COORDINATION:

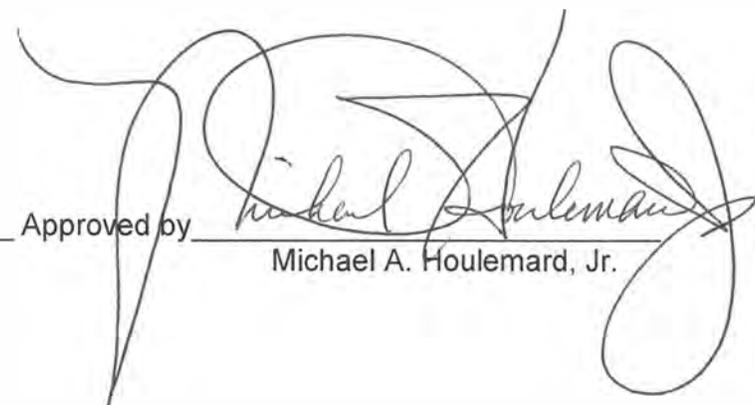
County of Monterey, LAFCO, TAMC, MCWD, Cities of Seaside, Monterey, Del Rey Oaks, Pacific Grove, Marina and Salinas.

ATTACHMENTS:

- Attachment A: Transition Plan Resolution
- Attachment A-Exhibit 1: Contract Assignment Chart
- Attachment B: LAFCO Indemnification Agreement

Prepared by 
Sheri L. Darren

Reviewed by  Steve Endsley

Approved by 
Michael A. Houlemard, Jr.

**FORT ORD REUSE AUTHORITY
RESOLUTION NO. 18-xx**

*A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY
Adopting a Transition Plan*

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

- A. In 1991, the Secretary of Defense announced the proposed downsizing of the United States Army Fort Ord Military Reservation under the Base Realignment and Closure Act. The ~~US~~United States Army (the "Army") moved the 7th ~~Light~~ Infantry ~~Division - Light~~ to Fort Lewis Washington over the ~~coming~~following two years. Regional communities lost significant economic, social, and cultural contributions that had been associated with the military presence.
- B. ~~At~~After the ~~time~~announcement but prior to the ~~implementation of the base downsizing/closure was made public~~, the regional political leadership formed a Fort Ord Community Task Force ("Task Force") ~~prior to the downsizing/closure. After closure was announced, that Task Force~~which was asked to ~~form~~develop recommendations for moving forward with a recovery effort.
- C. In October 1992, the Fort Ord Reuse Group ("FORG") was formed/organized by local governments and potential property recipients to initiate former Fort Ord recovery planning - predicated upon the June 1992 Fort Ord Task Force Strategy Report. An initial and revised plan were considered and adopted by FORG in 1993. Those ~~initial~~early planning efforts recognized the significant costs associated with the implementation of any plan and sustained the regional and basewide approaches that were inherent in the Task Force conclusions.
- D. The Fort Ord Reuse Authority ("FORA") was established in 1994 by state legislation ~~and when each Jurisdiction voted to create~~(Government Code sections 67650 and following, the ~~Fort Ord Reuse Authority~~"FORA Act") ~~and when the member jurisdictions adopted resolutions favoring the establishment of the authority~~ in accordance with Government Code section ~~67700 and following~~ (the "FORA Act"). ~~FORA, as a regional agency, is authorized with a~~67656. FORA's primary legislative directive ~~is~~ to plan, facilitate, and manage the transfer of former Fort Ord property from the ~~United States Army (the "Army")~~ to the ~~governing~~ local jurisdictions or their designee(s).
- E. FORA, under FORA Act authority, adopted a Fort Ord Base Reuse Plan (the "Reuse Plan") on June 13, 1997, which identified (1) environmental actions required to mitigate development and redevelopment of the former Fort Ord (the "Basewide Mitigation Measures"); and (2) infrastructure and related costs necessary to accommodate development and redevelopment of the former Fort Ord (the "Basewide Costs"). As a part of that approval, the Board certified an Environmental Impact Report and adopted a Statement of Overriding Considerations ~~after~~ making the ~~follow~~following findings:

- The Reuse Plan will provide for an improved and diversified retail and industrial economy and market that will generate employment and create financial stability;
- The Reuse Plan will provide moderate and upscale housing which will provide more affluent residents to the Cities of Seaside (“Seaside”) and Marina (“Marina”), thereby creating a housing stock with higher income families in these communities with larger disposable incomes;
- The Reuse Plan will provide additional tourist support facilities in Seaside and Marina, thereby contributing additional employment opportunities;
- The Reuse Plan will encourage and prioritize the development of projects that are regional in scale, thereby creating additional destination points on the Monterey Peninsula, and thereby enhancing the local economy;
- The Reuse Plan provides for the creation of various additional recreational facilities and open space that will enhance the quality of life for not only the residents of Seaside and Marina but all of the residents of the Peninsula;
- The Reuse Plan will attract and assist in retaining a pool of professional workers for the Peninsula;
- The Reuse Plan will assist in ensuring that the overall economic recovery of the Peninsula benefits the Cities of Del Rey Oaks (“DRO”), Monterey (“Monterey”), Seaside, Marina, and the unincorporated areas of the County of Monterey (“County”) in the vicinity of Fort Ord;
- The Reuse Plan will provide for additional and needed senior housing opportunities;
- The Reuse Plan will assist the communities of Seaside and Marina in the transition of their respective community images from dependent, military base extensions with transient military personnel to vital, independent, and self-actuated communities populated with permanent residents with long-term interests in the well-being of their respective communities-; and
- The Reuse Plan will encourage development that will enhance the continued viability of California State University at Monterey Bay and the open space areas retained by the federal government through the Bureau of Land Management and conveyed to the California Department of Parks and Recreation.

F. FORA is obligated either by the California Environmental Quality Act, the Reuse Plan and/or the ~~Authority Act (Government Code Section 67670 and following)~~ FORA Act to implement the Basewide Mitigation Measures and incur the Basewide Costs. To carry out such obligations, FORA arranged for a public financing mechanism to apply to all former Fort Ord properties.

G. In the Reuse Plan, FORA identified land sale and lease (or “property based”) revenues, ~~FORA~~ FORA's share of Fort Ord property taxes, and basewide assessments or development fees, as the primary sources of funding to implement the Basewide Mitigation Measures and to pay the Basewide Costs.

H. To implement its obligations under the ~~Authority~~ FORA Act and transition the base as quickly as possible, FORA sought funding, entered into multiple agreements with local, state, and federal entities, established ~~a~~ a community facilities district (“CFD”) ~~fees~~ special taxes and a Capital Improvement Program (“CIP”). The ~~BRP~~ Reuse Plan carries a series

of mitigative project obligations which were defined in Appendix B of the Public Facilities Implementation Plan ("PFIP"). The PFIP served as the baseline CIP for the ~~reuse plan~~ Reuse Plan. The ~~FORA~~ CIP was adopted in 2001 and is reviewed on an annual basis. ~~The CIP expenses are~~ It is estimated that the expenses identified in the 2018-19 CIP ~~to~~ will be approximately \$194.5M ~~post-after~~ 2020.

- I. On or about June 7, 2000, FORA entered into a Memorandum of Agreement (~~("MOA")~~) for the No-Cost Economic Development Conveyance ("EDC") of former Fort Ord Lands. ~~This document, which~~ was recorded on June 23, 2000 at Series No. 2000040124 in Monterey County records. The MOA provided the vehicle for the Army to transfer property to FORA without monetary consideration. ~~Under the Federal legislation any Sale or Lease Proceeds are to~~ A condition of the land transfer was that any proceeds from the subsequent sale or lease of the transferred land must be applied to the economic development of the former Fort Ord.
- J. In 2001, each underlying ~~Land Use Jurisdiction~~ land use jurisdiction and FORA entered into an Implementation Agreement or other ~~Agreement~~ agreement to provide for orderly transfer of EDC property and the allocation of a fair and equitable share of Basewide Costs and Basewide Mitigation Measures. The Army required that water be allocated in a fair and equitable manner ~~amongst~~ among all property recipients and ~~the~~ each Implementation Agreement requires compliance with FORA water allocations. It is intended that these contracts be addressed through ~~this~~ Transition Plan ~~Agreement~~ Agreements to be entered into with the recipients of EDC property for the mutual benefit of the Monterey Bay region and ~~to the mutual benefit of all other~~ all successors in interest to FORA.
- K. On or about 2001, FORA established a Community Facilities District ("CFD"), which collects a special tax on all properties to be developed. ~~The tax is,~~ due and payable on issuance of a building permit for the property. ~~That tax adjusts and adjusted annually and cannot be legally challenged.~~ The CFD ~~is~~ special taxes are structured to promote business/job generating uses on the base. ~~When~~ Unless assigned or modified as part of the transition process, when FORA ~~legislation~~ sunsets that the CFD special taxes may no longer be collected. If the CFD ~~is~~ special taxes are replaced with a nexus fee, it is likely ~~the underlying taxation that there~~ will be shifted to a shift of the tax burden resulting in job generating uses paying more a greater share and housing paying less. Replacement a lesser share than under the current system. Other forms of replacement fees may also be imposed on future development.
- L. The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") applies to the entire Fort Ord base closure. The Army is obligated to remediate the former Fort Ord by state and Federal law, including the removal of munitions and explosives. The timeline for the Army cleanup was based in part upon the contingent nature of funding and Department of Defense priorities for funds. Accordingly, in order to receive the properties early and facilitate an orderly and timely remediation of former Fort Ord lands, the Army and FORA entered into an early transfer agreement. Through a series of agreements between Army, FORA, Environmental Protection Agency, and Department of Toxic Substance Control, ~~FORA has proceeded pursuant to an Army contract for services to remediate~~ remediation of munitions and explosives on the former Fort Ord. ~~has~~

proceeded. The remediation obligations will not be ongoing post-completed before the currently scheduled dissolution of FORA.

M. The FORA Board wishes to continue orderly reuse, and to provide arrange for the orderly transition of FORA's assets, liabilities, pledges, and obligations, and a schedule of those obligations to complete the FORA basewide costs provide for the payment and mitigation measures-satisfaction of the Basewide Costs and Basewide Mitigation Measures.

N. Government Code section 67700 requires that FORA sunset when eighty percent (80%) of the base has been reused or on June 30, 2020, whichever first occurs, and that the FORA Board approve and submit a Transition Plan to the Local Agency Formation Commission ("LAFCO") on or before December ~~3130~~, 2018 or eighteen months prior to the anticipated expiration of FORA, whichever first occurs. The Transition Plan shall assign assets and liabilities, designate responsible successor agencies and provide a schedule of remaining obligations.

Formatted: Font: Arial

WITH REFERENCE TO THE FACTS RECITED ABOVE, the Board hereby makes the following findings:

Section 1. Basewide Costs and Basewide Mitigation Measures:

The Board hereby finds that all the projects contained in the CIP are basewide costs Basewide Costs and/or basewide mitigation measures Basewide Mitigation Measures and are required to be addressed as assets, liabilities or obligations pursuant to Government Code section 67700 by this Transition Plan.

The Board further finds that the FORA Community Facilities District ("CFD") CFD funding mechanism provides the best vehicle to ensure long term revenue generation and revenue sharing to complete the projects contained in the Capital Improvement Program CIP and should be extended at a minimum, until all CFD special taxes have been collected from already entitled development. The Unless assigned or modified as part of the transition process, the CFD will expire by its own provision when FORA sunsets. The Board makes this finding knowing that imposing new financing mechanisms on already entitled development creates risk of loss to the Monterey County region of approximately \$72 million dollars towardstoward completing the remaining Basewide Mitigation measures Measures. The Board further finds that shifting revenue generation from a Mello Roos special tax to a nexus based system will shift costs to economic job generating land uses, such as retail, industrial and commercial uses.

The Board further finds that the Implementation Agreements with the Cities of Marina, Seaside, City of Monterey, City of and Del Rey Oaks and the County all require that they continue to fund the base reuse until all basewide costs and mitigation measures Basewide Costs and Basewide Mitigation Measures have been retired. Accordingly, the Board assigns all its rights in each Implementation Agreement to its successor who is responsible to complete the projects in the CIP. Each Implementation Agreement requires each jurisdiction to generate revenues according to the following formula as its fair and equitable share of Basewide Costs and Basewide Mitigation Measures: 50% land sales or lease revenues, plus the CFD or development fee, plus the property tax revenues to be received by FORA.

Pursuant to the authority granted by the legislature in Government Code 67700(b), the Board hereby designates all projects identified in the ~~Capital Improvement Program~~CIP as obligations required to be assigned by this Transition Plan in accordance with the formulas set forth in the Implementation Agreements and as the schedule of implementing those obligations.

The Board further finds that this Transition Plan may be implemented through Transition Plan Implementation Agreements (TPIA) with all agencies affected by this Transition Plan. All TPIA shall address how each underlying jurisdiction will generate revenues to meet its obligations as assigned herein, revenue sharing provisions between those that will generate revenues and those implementing CIP projects and such other matters as required to implement this Transition Plan and a schedule of when the receiving jurisdiction will complete said actions.

The Board strongly encourages all underlying jurisdictions with future prospective development to form Community Facilities Districts (or other replacement mechanisms) to replace the revenues which would have been raised by the ~~FORA~~CFD. Additionally, the Board encourages member jurisdictions to include in documents about future projects, language which will obligate future development projects to pay a ~~FORA~~CFD fee, ~~as escalated~~ (or equivalent replacement fees).

In the absence of fully executed TPIA, all revenues required to be contributed pursuant to the Implementation Agreements shall be paid into a fund/escrow account established for the purpose of sharing revenues. A TPIA may identify a jurisdiction or entity ~~whewhich~~ will manage said account, which shall be done on a reimbursement basis pursuant to the 2020 CIP adopted by FORA.

Section 2. Assignment of assets/liabilities/obligations:

FORA has two types of assets/liabilities/obligations: **administrative** assets, liabilities and obligations (~~Ee.g.~~ CalPERS, ~~Administrative,administrative~~ costs not flowing from the ownership, control, management or transfer of real property) and **real property related** assets, liabilities and obligations (Basewide Mitigation Measures, Basewide Costs, ~~Contractual,Environmental Services Cooperative Agreement ("ESCA")~~ and ~~ESCA~~other contractual obligations). Each type of ~~asset/liability/obligation will have a unique assignment~~ must be accounted for, assigned, and ~~scheduled~~ as a part of ~~transitioning to successor entities~~the transition process.

In general, administrative liabilities and obligations will be assigned ~~based upon FORA Board to member jurisdictions in conformity with the~~ voting percentage ~~in FORA held by each~~ as outlined ~~herein~~ below. ~~For administrative liabilities, and~~ each voting member shall be deemed a successor to FORA in the percentages as outlined below.

Voting Percentage

City of Monterey 1/13	7.69%
City of Marina 2/13	15.38%
City of Del Rey Oaks 1/13	7.69%
City of Monterey 1/13	7.69%
County of Monterey 3/13	23.1%

Formatted Table

City of Pacific Grove 1/13	7.69%
City of Carmel-by-the-Sea1/13	7.69%
City of Sand City 1/13	7.69%
City of Seaside 2/13	15.38%
	100%

-Unless otherwise specified, ~~Real~~real property related assets, liabilities and obligations shall be assigned to the underlying jurisdiction, unless there are agreements changing that allocation. For real property related assets, liabilities and obligations, unless otherwise specified each identified underlying jurisdiction shall be deemed FORA's successor entity for that obligation.

Administrative

	VOTING (13)
City of Monterey 1/13	7.69%
City of Marina 2/13	15.38%
City of Del Rey Oaks 1/13	7.69%
City of Monterey 1/13	7.69%
County of Monterey 3/13	23.1%
City of Pacific Grove 1/13	7.69%
City of Carmel by the Sea1/13	7.69%
City of Sand City 1/13	7.69%
City of Seaside 2/13	15.38%
	100%

Formatted Table

Contractual Obligations.

~~The Board hereby finds that FORA~~FORA's outstanding contractual obligations ~~have been collected and~~are reflected on the attached Exhibit A ~~and~~. ~~These contractual obligations are hereby makes assignments~~assigned in accordance with Exhibit A. The TPIA shall address how each agency intends to comply with such assignments.

Assets. FORA has multiple assets. ~~The following is, the identification most significant of main~~which are identified below. ~~These assets and proposed to~~shall be transferred to the corresponding entity, in proportion to the obligation.

Section 115 Trust: To be used only for retirement purposes. Currently the Section 115 Trust is returning over 2%. The fund will be transferred to ~~Cal-PERS~~the California Public Employees' Retirement System upon ~~FORA~~FORA's sunset or as otherwise identified by set forth in a TPIA to minimize future jurisdictional liability and ~~maximizes~~maximize the Trust benefits.

Reserve Funds. FORA currently has funds identified for retirement and other purposes. Those funds shall be reviewed in 2020, allocations made and distributed in accordance with the approved FORA budget for that year.

Habitat Conservation Funds. Estimated to be approximately \$21M on June 30, 2020, any amounts accumulated by ~~June 30, 2020 to that date shall~~ be transferred to the HCP Cooperative, if it has been established; ~~and/or~~ if no HCP Cooperative or alternative ~~JPA joint powers authority~~ for basewide habitat management issues, ~~is by then in existence, then such funds shall~~ be transferred to ~~Monterey the~~ County in trust for individual basewide habitat management and future development take permits, as more fully developed in the 2020 ~~Capital Improvement Program CIP.~~

Indemnification/Litigation Funds. To the extent required, ~~Indemnification Funds indemnification funds~~ shall be managed pursuant to ~~the a~~ contract with LAFCO. ~~In the instance that".~~ If there is no need for the indemnification funds, said funds shall "roll over" into a ~~Litigation Fund litigation fund~~ for any post-FORA sunset litigation costs. Upon conclusion of any litigation in which FORA is either the named Petitioner or Respondent, any funds remaining in the ~~Indemnification/Litigation Fund indemnification fund or litigation fund~~ shall be ~~refunded disbursed~~ to all the ~~underlying member~~ jurisdictions in proportion to their voting percentages ~~in FORA as outlined above in this section.~~

Capital Improvement Funds. All CFD ~~funds special taxes~~ collected prior to ~~June 30, 2020 or FORA's sunset,~~ shall first be directed to completing in progress construction projects, such as South Boundary Road as identified in the 2019-2020 or final year ~~Capital Improvement Program CIP.~~ Funds shall be transferred to the jurisdiction completing construction, which in general shall be completed by the jurisdiction in which the majority of the project ~~is situated.~~

ESCA Reimbursement Agreement. Estimated to be \$6.8M in potential reimbursement. Said Reimbursement Agreement shall be transferred to either the County or Seaside, ~~whewhich~~ shall be deemed the FORA successor agency and accepted by the ~~U.S. Army~~ as successor to the ESCA contract. The County and/or Seaside TPIA shall address ~~which entity and how they will succeed FORA succession by one or both of these entities.~~

Miscellaneous Plant/Facilities. FORA has ~~a myriad of~~ office furniture and equipment which shall be disposed of within two ~~(2)~~ months of ~~FORA FORA's~~ sunset in accordance with ~~the any applicable rules of California or requirements for the disposal of statesurplus property by a California public entity.~~ Any proceeds shall first be directed to any shortfall in administrative liabilities, ~~if no.~~ ~~Once all~~ administrative liabilities ~~all have been fully satisfied, any remaining~~ funds shall be directed into the ~~Capital Improvement Program CIP~~ toward any project in which FORA is the lead ~~and that~~ is ~~then~~ under construction first, ~~then and any funds remaining thereafter shall be directed next~~ to other projects in the ~~Capital Improvement Program CIP.~~

After Discovered Items:

To the extent that any contractual obligation is discovered during the LAFCO review and/or ~~enforcement implementation~~ of this Transition Plan or a TPIA, those contractual obligations shall be assigned as follows:

- If the obligation is related to underlying use of real property, it shall be assigned to the underlying land use jurisdiction;
- If the obligation is an administrative liability/obligation it shall be proportionately assigned ~~addressed jointly and severally to the member jurisdictions~~ in

~~conformance~~conformity with ~~the~~their voting ~~percentage~~obligation;percentages in FORA as outlined above.

Section 3. Transition Plan Subject matters:

- A. **Habitat.** The Board hereby finds that integrated basewide habitat protection is best funded by the ~~FORA-CFD.~~~~By Board policy the special taxes.~~ The Board has identified and set aside approximately 30.2% of collected CFD ~~fees~~special taxes to be put ~~toward~~toward a basewide habitat management and conservation plan. ~~It is the Board's intent that~~~~if/once~~Once a joint powers ~~agency~~/authority ("JPA") is formed for the purposes of basewide habitat management and conservation, ~~that~~ the habitat management and conservation obligations shall be assigned/transferred to that entity. If the ~~FORA-CFD~~ ~~is~~special taxes are continued, ~~it~~they shall continue to ~~keep~~be used to fund basewide habitat conservation ~~as one of the funding requirements~~ and shall transfer funds to the JPA for purposes of management ~~of habitat~~ in perpetuity, ~~and acquisition of a basewide incidental take permit, or comparable integrated habitat program.~~ The attendant funds on hand at ~~FORA~~FORA's sunset shall be provided to ~~that entity~~the JPA to be held in trust solely for the purposes of long term management of habitat management areas and assistance for other projects requiring site specific habitat conservation ~~plan~~plans and take permits. If no JPA is formed, then long term habitat management shall be borne by the underlying land use jurisdictions. Prior to ~~FORA Board~~FORA's sunset, the Board shall review the basewide habitat funding policies to determine whether those funds shall be transferred/provided to underlying jurisdictions at ~~FORA~~FORA's sunset or allocated to other basewide costs and mitigation measures. FORA's 2018-19 ~~Capital Improvement Program (CIP)~~ projects that \$45,161,654 will remain to be funded for the Fort Ord Habitat Conservation Plan (~~HCP~~) after June 30, 2020. As part of this Transition Plan, FORA assigns this ~~cost~~responsibility in the following manner based on projected CFD special taxes to be collected on former Fort Ord: \$20,142,098 (44.6% of the cost) to the City of Marina, \$9,890,402 (21.9%) to City of Seaside, \$7,587,158 (16.8%) to City of Del Rey Oaks, \$4,516,165 (10%) to County of Monterey, \$2,935,508 (6.5%) to University of California, and \$90,323 (0.2%) to City of Monterey. These assignments ~~and their concurrent schedule~~ shall be addressed in the TPIA to be executed by all ~~member~~members and/or ex officio ~~member~~members affected by this Transition Plan.
- B. **Transportation.** The Board hereby finds that completion of the on-base Fort Ord Transportation Network projects that have been identified in the CIP are essential to the long term success of the economic recovery of the reuse. The Board further finds that extension of the ~~FORA-CFD~~ special taxes for the purpose of revenue generation and revenue sharing would be the best long term way to collect and share revenues to fund the transportation network for the on-site and off-site projects and the regional projects to the extent that a replacement regional transportation fee may not be imposed on already approved development projects. For all ~~of~~ those projects in which FORA is ~~not~~ the designated lead agency and ~~that~~ have not been completed, the responsibility to generate and/or collect revenues from the other member agencies and ~~construct~~complete construction will rest with the lead agency. For those projects in which FORA ~~is~~ the lead agency and have not yet been completed, the Board assigns those projects to the underlying jurisdiction ~~wherein which the majority of~~ the project is ~~mostly located~~situated,

to be FORA's successor, to generate and/or collect revenues and ~~construct~~complete construction in accordance with the schedule set forth in the 2020 CIP, unless otherwise addressed in a TPIA. FORA's 2018-19 ~~Capital Improvement Program (CIP)~~CIP projects that \$132,346,818 will remain to be funded for FORA's share of the transportation network for on-site, off-site, regional, and transit improvements after June 30, 2020. As part of its Transition Plan, FORA assigns ~~this cost~~funding responsibility in the following manner based on projected CFD special taxes to be collected on ~~the~~ former Fort Ord: \$59,026,681 (44.6% of the cost) to the City of Marina, \$28,983,953 (21.9%) to City of Seaside, \$22,234,265 (16.8%) to City of Del Rey Oaks, \$13,234,682 (10%) to County of Monterey, \$8,602,543 (6.5%) to University of California, and \$264,694 (0.2%) to City of Monterey. Funding responsibilities may be adjusted or offset based upon a jurisdictions' actual construction of a transportation project, participation in a regional traffic impact fee funding program, contribution agreements with other jurisdictions, receipt of inter-governmental grant funding and/or implementation of other funding mechanism that fully replaces the funding responsibility as outlined above. The schedule for implementing these obligations shall be as outlined in the FORA CIP program, a jurisdictions' CIP program or otherwise addressed in the TPIA. Any project specific CEQA compliance, required, shall remain the responsibility of the designated lead agency.

Commented [SD1]: Steve Matarazzo comment.

- C. **Environmental Services.** The Board hereby finds that the long term stewardship obligations and related monitoring activities identified by the ~~United States~~ Army for its munitions removal obligations are crucial to the future success of the recovery program. The Board further finds that the current full time staffing of the Environmental Services Cooperative Agreement ("ESCA") must be continued and sustained either ~~throughby~~ an extension of a modified FORA through the anticipated termination of the ESCA contract terminus in 2028 or by assignment to the County or Seaside or a joint power agency formed by them, upon the dissolution of FORA. ~~The Board also finds that the~~The funding associated with the performance of the terms of the ~~contract~~ESCA shall be negotiated for assignment at the point of dissolution addressed in the TPIA as well as any agreement reached by County and Seaside as to who will be the successor entity.
- D. **Building Removal.** The Board hereby finds that former Fort Ord remnant, non-historic, and abandoned ~~US~~ Army structures, not obligated to be removed under the ~~FORA~~ CIP, are a barrier to the recovery and reuse overall program and a nuisance to quiet enjoyment of the ~~region~~region's assets. The Board also finds that an extension of the FORA Act to sustain resources that can be applied to this significant barrier to recovery is an important transition component. The Board, therefore, further requests legislative consideration of an extension to meet this blight eradication need as well as other resource demands noted in A & B hereinabove. In the absence of a consolidated building removal program and/or legislative solution to this issue, remaining building removal shall be addressed by the underlying land use jurisdictions wherein the buildings are located. To the extent revenue sharing is desired between jurisdictions to address building removal, this shall be addressed in the TPIA.
- E. **Establishment of a Basewide Funding Escrow Account.** The Board hereby finds that a unified funding mechanism for handling ~~Indemnification, Litigation~~indemnification, litigation and other expenses related to Basewide Mitigation Measures and Basewide Costs is

necessary and appropriate. The unified ~~fund~~funding mechanism may be either managed by a successor ~~Jurisdiction~~jurisdiction willing and able to hold ~~these~~the collected funds in a special account solely for the purpose of administering the Basewide Mitigation Measures and Basewide Costs or an escrow account established for the sole purpose of holding and administering Basewide Mitigation Measures and Basewide Costs. The administrative overhead for holding and managing either of these mechanisms shall be treated as a real property related cost. Litigation management shall be pursuant to unanimous agreement of all affected parties, unless otherwise agreed to in writing. Any additional funds required for administrative type liabilities/obligations shall be funded in accordance with the voting percentages of the FORA ~~Board~~-member jurisdictions. Any additional funds required for real property type liabilities/obligations shall be borne ~~jointly and severally~~ by the underlying land use jurisdictions, unless such ~~basewide mitigation measure~~Basewide Mitigation Measure or ~~costs is~~Basewide Cost relates to a project in which an underlying jurisdiction is the lead agency.

- F. **Water/Wastewater.** The Board hereby finds that it has made water allocations in accordance with its obligation under the ~~Memorandum of Agreement~~MOA with the ~~U.S.~~ Army to ensure a fair and equitable water supply to all property recipients and imposed those requirements in the Implementation Agreements. The Board further finds ~~that~~ the Implementation Agreements may need to be enforced should any jurisdiction's approved developments exceed ~~their~~its water ~~allocations~~allocation. In such a case, the remedy shall be that no water connection permits shall be issued until that jurisdiction brings its water allocation into compliance ~~or~~ the Marina Coast Water District (MCWD) develops an augmented water supply ~~insufficient to cover any excess of the water allocations to all jurisdictions.~~

The Board further finds that transferring the obligation to finance water augmentation, water, and wastewater infrastructure to ~~Marina Coast Water District~~MCWD to implement the Reuse Plan is appropriate at ~~FORA~~FORA's sunset. To the extent that ~~Marina Coast~~MCWD is unable to impose and/or collect revenues to replace the revenues generated by ~~FORA's~~the CFD ~~special taxes~~, the Board finds that continuation of the CFD ~~special taxes~~ (or ~~jurisdictional~~a replacement source of revenue) allows for funds to reduce connection and other costs imposed by MCWD. FORA's 2018-19 ~~Capital Improvement Program (CIP)~~ projects that \$17,098,686 will remain to be funded for basewide water augmentation improvements after June 30, 2020. As part of its Transition Plan, FORA assigns ~~this cost~~the funding responsibility in the following manner based on projected CFD special taxes to be collected on former Fort Ord: \$7,626,014 (44.6% of the cost) to the City of Marina, \$3,744,612 (21.9%) to City of Seaside, \$2,872,579 (16.8%) to City of Del Rey Oaks, \$1,709,869 (10%) to County of Monterey, \$1,111,415 (6.5%) to University of California, and \$34,197 (0.2%) to City of Monterey. The above funding responsibility shall be reallocated in the event that MCWD is unable to serve augmented water in the amounts necessary to implement the planned development to any of the jurisdictions due to pumping or other limitations.

The Board's intent is that jurisdictions may alter their water allocations as identified in the Implementation Agreements, only by written agreement with other jurisdictions. Upon submission of such revised written ~~agreement~~agreements as to water allocation, MCWD

shall honor that revision as though it was the allocation set forth in the Implementation Agreement.

Formatted: Font: Arial

- G. **Policy Issues.** The FORA Board hereby finds that the policies contained in the Master Resolution (Chapter 3 & 8 in particular) should be continued and enforced upon ~~FORA~~FORA's dissolution and hereby ~~direct~~directs staff to record the Master Resolution in its entirety one (1) month prior to the dissolution. In particular, the Board finds that the prevailing wage policy established in 1996 to promote an equitability and fairness to all workers on the former Fort Ord shall be sustained in the completion of the former Fort Ord recovery program. The Board further finds that the State of California should provide legislative clarity regarding the authority of the Department of Industrial Relations, underlying land use jurisdictions or ~~the Fort Ord Reuse Authority~~FORA to monitor and establish a procedure for compliance with this policy.

Section 4. California Environmental Quality Act

The Board hereby finds that ~~it adopting~~this Transition Plan ~~in response to Government Code section 67700 and solely allocates~~addresses the allocation of the assets, liabilities and obligations of ~~the Fort Ord Reuse Authority~~FORA in advance of its ultimate dissolution. Nothing herein approves any change in land use or underlying land use jurisdiction, or makes any changes to project-specific review by lead agencies for those projects located within their respective boundaries, including but not limited to those projects contained in the ~~Capital Improvement Program~~CIP. As such, the Board hereby finds that this Transition Plan is not a project under CEQA and/or is exempt as an organizational reorganization.

Formatted: Font: Bold, Underline

Section 5. LAFCO Review and Enforcement

If LAFCO finds that this Transition Plan does not fully address the requirements of Government Code section 67700 to identify and assign all assets, liabilities, obligations, the Board requests that LAFCO return the Transition Plan with LAFCO's identified deficiencies at the earliest possible time ~~for FORA Board action~~(to enable possible further consideration and action by the Board).

This Transition Plan includes the opportunity for all affected jurisdictions to enter into a TPIA, subject to Board approval, to implement this Transition Plan. ~~In the instance~~This Transition Plan may be modified by the Board upon the receipt of executed TPIA, if the Board so finds a revision necessary and appropriate. If by the time of FORA's sunset there are no executed TPIA, the Board hereby makes the above assignments pursuant to Government Code 67700 and requests that LAFCO ensure such Transition Plan assignments as though they were conditions of special district dissolution imposed pursuant to Government Code section 56886 and use all LAFCO's powers to enforce said Transition Plan assignments utilizing Government Code section 56122 or the enforcement powers of Government Code section 67700 as to the member jurisdictions.

THE BOARD HEREBY RESOLVES AS FOLLOWS:

1. As outlined above, this Resolution and its provisions constitute the Transition Plan required by Government Code section 67700(b); and

2. The Board hereby makes all assignments in accordance with Government Code section 67700(b) by approving this Transition Plan and intends that those assignments be implemented preferably through ~~Transition Plan Implementation Agreements-TPIA~~ but in the first instance, but if no agreements, absence of executed TPIA then as ~~assignment~~ assignments and conditions of dissolution, as though they were imposed pursuant to Government Code ~~sections~~ sections 56886 and 67700(b); and
3. The Board hereby directs the Executive Officer to submit this Transition Plan to LAFCO and execute all LAFCO required documents ~~and fees~~, including an Indemnification Agreement, and pay all LAFCO required fees; and
4. The Board further directs the Executive Officer, or his designee, to ~~begin Transition Plan Implementation Agreements~~ hire a facilitator for the purpose of negotiating a TPIA with each jurisdiction implementing the terms and conditions assigned in this Transition Plan. The Executive Officer is directed to report progress on or before January 1, 2019 and to complete all negotiations and documents not later than March 2019. The Executive Officer shall compile a list of such additional actions necessary to implement this Transition Plan.

Upon motion by Board member ---- seconded by Board member ---- the foregoing Resolution was passed on this ____ day of ~~September~~ October, 2018, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

Mayor Ralph Rubio, Chair

ATTEST:

Michael A. Houlemard, Jr., Clerk

Administrative

CONTRACTS	YEAR	AGREEMENT LINK	ASSET/LIABILITY PLEDGE/OBLIGATION	MULTI-AGENCY	MULTI-AGENCY NOTES
CalPERS Contract	1997	http://b77.402.myftpupload.com/wp-content/uploads/1-CalPERS-Contract.pdf	Liability	All Voting Members	*FORA has set aside approximately \$7M in assets to address terminated agency unfunded Liability
CalPERS Contract Amendment 1	1999	http://b77.402.myftpupload.com/wp-content/uploads/2-CalPERS-Contract-Amendment-1.pdf	Liability	All Voting Members	*FORA has set aside approximately \$7M in assets to address terminated agency unfunded Liability
CalPERS Contract Amendment 2	2003	http://b77.402.myftpupload.com/wp-content/uploads/3-Cal-PERS-Contract-Amendment-2.pdf	Liability	All Voting Members	*FORA has set aside approximately \$7M in assets to address terminated agency unfunded Liability
LAFCO Indemnification Agreement	2018	http://b77.402.myftpupload.com/wp-content/uploads/4-Indemnification-Agreement-LAFCO-and-FORA-DRAFT-02-28-18.pdf	Liability	All Voting Members	May require a substantial contribution should LAFCO be sued on transition plan
General Umbrella Policy	Annual		Liability/Asset	All Members*	May want to extend policy to provide coverage during any possible Statute of limitations time period
Commercial Property/Premises Liability	Annual	http://b77.402.myftpupload.com/wp-content/uploads/6-Commercial-Property-Premises-Liability.pdf	Liability/Asset	All Members*	May want to extend policy to provide coverage during any possible Statute of limitations time period
Worker's Compensation Policy	Annual	http://b77.402.myftpupload.com/wp-content/uploads/7-Workers-Compensation-Policy.pdf	Liability/Asset	All Members*	May want to extend policy to provide coverage during any possible Statute of limitations time period
Director's Liability Policy	Annual	http://b77.402.myftpupload.com/wp-content/uploads/8-Directors-Liability-Policy.pdf	Liability/Asset	All Members*	May want to extend policy to provide coverage during any possible Statute of limitations time period
Crime Bond Policy	2006	http://b77.402.myftpupload.com/wp-content/uploads/9-Crime-bond-Policy.pdf	Liability/Asset	All Members*	May want to extend policy to provide coverage during any possible Statute of limitations time period

Financial Assets

CONTRACTS	YEAR	AGREEMENT LINK	ASSET/LIABILITY PLEDGE/OBLIGATION	MULTI-AGENCY	MULTI-AGENCY NOTES
County of Monterey Implementation Agreement	2001	http://fora.org/Reports/ImplementAgreements/mtycity_ia.pdf	Asset	County of Monterey/MCWD/Habitat Cooperative/TAMC	1
Del Rey Oaks Implementation Agreement	2001	http://fora.org/Reports/ImplementAgreements/dro_ia.pdf	Asset	MCWD/Habitat Cooperative/TAMC	1
City of Marina Implementation Agreement	2001	http://fora.org/Reports/ImplementAgreements/marina_ia.pdf	Asset	MCWD/Habitat Cooperative/TAMC/County of Monterey/DRO/City of Monterey/Seaside	1
City of Marina IA - Amendment #1: Establishing Development Fee Policy Formula	2013	http://fora.org/Reports/ImplementAgreements/marina_ia_amend-9-14-13.pdf	Asset	MCWD/Habitat Cooperative/TAMC/County of Monterey/DRO/City of Monterey/Seaside	1
City of Monterey Implementation Agreement	2001	http://fora.org/Reports/ImplementAgreements/monterey_ia.pdf	Asset	MCWD/Habitat Cooperative/TAMC	1
City of Seaside Implementation Agreement	2001	http://fora.org/Reports/ImplementAgreements/seaside-ia.pdf	Asset	MCWD/Habitat Cooperative/TAMC/County of Monterey/Seaside	1
CFD-Notice of Tax Lien	2002	http://b77.402.myftpupload.com/wp-content/uploads/Notice-of-CFD.pdf	Asset	Terminates on FORA sunset unless vote and/or extension	2
CFD-First Amended Notice of Tax Lien	2005	http://b77.402.myftpupload.com/wp-content/uploads/First Amended Notice of Tax Lien.pdf	Asset	Terminates on FORA sunset unless vote and/or extension	
Development Fee Resolution	1999	http://b77.402.myftpupload.com/wp-content/uploads/99-01.pdf	Asset	Seaside? Some areas on Base still covered by Development Fee Resolution	3
FORA-UCSC Agreement Concerning Funding of Habitat Management Related Expenses on the Fort Ord Natural Reserve	2005	http://fora.org/Reports/TTF/101405_agreement_Habitat_UMBEST.PDF	Liability	Continues until replaced by HCP	
Pollution Legal Liability Reimbursement Agreement (DRO)	2015	http://b77.402.myftpupload.com/wp-content/uploads/DRO-Reimbursement-Agreement.pdf	Asset	DRO	3

Pollution Legal Liability Insurance Agreement (MST)	2014	http://b77.402.myftpupload.com/wp-content/uploads/FORA-MST-PLL-Insurance-Agreement.pdf			
Pollution Legal Liability Insurance Agreement (TAMC)	2014	http://b77.402.myftpupload.com/wp-content/uploads/FORA-TAMC-PLL-Insurance-Agreement.pdf			
Pollution Legal Liability Insurance (PLL) CHUBB	2015	http://fora.org/Reports/TTF/PLL-Chubb-Policy-transmittal-summary-policy010215.pdf		County of Monterey/Seaside/Monterey/Marina	4
<ol style="list-style-type: none"> 1. Implementation Agreements require ongoing completion of Base Reuse Plan obligations. Land sales revenues, development fees/CFD fees/ and Property tax revenues committed until CIP fully implemented. See attached legal memorandum on these issues. 2. CFD only assignable if extended by vote and changes to state Mello Roos Act allowing transfer to JPA/Successor. If no CFD, then Jurisdictions required to replace pursuant to Implementation Agreement formula 3. DRO owes FORA for their proportional share of the PLL Insurance Contract and some costs on the prior South boundary Road Improvement project. 4. Pollution Legal Liability Insurance Contract provides that upon FORA sunset, jurisdictions become successor beneficiaries. 					

DRAFT

CONTRACTS	YEAR	AGREEMENT LINK	ASSET/LIABILITY PLEDGE/OBLIGATION	MULTI-AGENCY	MULTI-AGENCY NOTES
FORA-City of Monterey ESCA Property Management MOA	2007	http://fora.org/Reports/TTF/121107_MOA_FORA-ESCA_City%20of%20Monterey.PDF	Asset/Obligation	Dependent upon Property transfer	N/A
FORA-City of Monterey ESCA Property Management MOA-Amendment #1	2018	http://b77.402.myftpupload.com/wp-content/uploads/05092018_Executed_2007_MOA_FORA_Monterey.pdf			
FORA-COUNTY MOA Regarding Property Ownership and Responsibilities	2018	https://www.fora.org/Reports/TTF/2018-09-13_LO_%20MOA_amendmt_MoCo_ESCA_Cleanup.pdf			
US EPA-Army-State of CA Federal Facility Agreement	1990	http://fora.org/Reports/TTF/111990_Federal_Facilites_Agreement_Amendment.pdf	Obligation/Liability		County
Pollution Legal Liability Insurance (PLL) - ESCA Insurance Policy Coverages A, B & C	2007	http://fora.org/Reports/TTF/ESCA_Insurance_Policy-PLL-5-15-07.pdf	Asset		
FORA-County ESCA Property Management MOA	2007	http://fora.org/Reports/TTF/121807_MOA_FORA-ESCA_Monterey%20County.PDF	Asset/Obligation	Dependent upon Property transfer	
FORA-CSUMB ESCA Property Management MOA	2007	http://fora.org/Reports/TTF/101507_MOA_FORA-ESCA_CSUMB.PDF	Asset/Obligation	Dependent upon Property transfer	
FORA-CSUMB ESCA Property Management MOA-Amendment #1	2018	https://www.fora.org/Reports/TTF/CSUMB_Amendment_No-1_to_MOA_property_hold_ESCA_cleanup_fully_executd.pdf			
FORA-DRO ESCA Property Management MOA	2007	http://fora.org/Reports/TTF/112607_MOA_FORA-ESCA_Del%20Rey%20Oaks.PDF	Asset/Obligation	Dependent upon Property transfer	
FORA-DRO ESCA Property Management MOA-Amendment #1	2018	https://www.fora.org/Reports/TTF/2018-05-30_MOA_property_hold_ESCA_cleanup_DRO_fully_executd.pdf			
FORA-Seaside ESCA Property Management MOA	2007	http://fora.org/Reports/TTF/092007_MOA_FORA-ESCA_Seaside.PDF	Asset/Obligation	Dependent upon Property transfer	
FORA-Seaside ESCA Property Management MOA-Amendment #1	2018	https://www.fora.org/Reports/TTF/2018-05-30_MOA_property_hold_ESCA_cleanup_SEA_fully_executd.pdf			

ESCA Cooperative Agreement Award (End date amended 2017)	2007	http://fora.org/Reports/TTF/033007_Coop_Agreement_Award_ESCA.pdf	Asset/Liability	2037	County***
FORA-LFR Fort Ord Remediation Services Agreement	2007	http://fora.org/Reports/TTF/033007_RSA_ESCA.pdf	Asset/Liability	?2019/2020?	County***
US EPA Administrative Order on Consent	2007	http://fora.org/Reports/TTF/ESCA-0099_AOC.pdf	Liability/Obligation		County/Seaside/Monterey/ Del Rey Oaks Marina/CSUMB/UC/MPC/MCWD
FORA-MPC ESCA Property Management MOA	2008	http://fora.org/Reports/TTF/121708_MOA_FORA-ESCA_MPC.PDF	Asset/Obligation	Dependent upon Property transfer	
FORA-MPC ESCA Property Management MOA - Amendment #1	2018	http://b77.402.myftpupload.com/wp-content/uploads/2018-07-02_MOA_hold_property_during_ESCA_cleanup_MPC_fully-executed.pdf			
MOA Jurisdictions and DTSC Concerning Monitoring and Reporting on Environmental Restrictions on the Former Fort Ord	2008	http://b77.402.myftpupload.com/wp-content/uploads/16_022708moaEnviroRestricts.pdf		No End Date	County/Seaside/Monterey/Del Rey Oaks/Marina, CSUMB/UC/MPC
MOU Regarding Development of the Central Coast Veterans Cemetery	2009	http://b77.402.myftpupload.com/wp-content/uploads/18_050509mouVetCem.pdf	Liability/Obligation		County/Seaside
Remedial Design/Remedial Action, Land Use Controls Implementation, Operations and Maintenance Plan, Parker Flats MRA Phase I*	2009	http://b77.402.myftpupload.com/wp-content/uploads/21_080409PFlatsPh1LUCIPOMP.pdf		No End Date	County of Monterey
Pollution Legal Liability Insurance (PLL) CHUBB	2015	http://fora.org/Reports/TTF/PLL-Chubb-Policy-transmital-summary-policy010215.pdf	Asset/Liability/Obligation		
ESCA Cooperative Agreement Award-Amendment 1	2017	tan	Asset/Liability	2028	County***
ESCA Cooperative Agreement Award-Amendment 2	2017	http://b77.402.myftpupload.com/wp-content/uploads/Fully signed ESCA Grant Amendment 12-20-17.pdf			
G1 Land Use Covenant Implementation Plan and Operations Maintenance Plan (LUCIP/OMP)	2018**	"Not available. Under Regulatory review. Estimated issue date 2018/early 2019."	Obligation	No End Date	Enforcement by Successor
G2 LUCIP/OMP	2018**	"Not available. Under Regulatory review. Estimated issue date 2018/early 2019."	Obligation	No End Date	Enforcement by Successor
G3 LUCIP/OMP	2018**	"Not available. Under Regulatory review. Estimated issue date 2018/early 2019."	Obligation	No End Date	Enforcement by Successor
G4 LUCIP/OMP	2018**	"Not available. Under Regulatory review. Estimated issue date 2018/early 2019."	Obligation	No End Date	Enforcement by Successor
FORA-Seaside ESCA Property Management MOA	2007	http://fora.org/Reports/TTF/092007_MOA_FORA-ESCA_Seaside.PDF	Asset/Obligation	Dependent upon Property transfer	
FORA-Seaside ESCA Property Management MOA-Amendment #1	2018	https://www.fora.org/Reports/TTF/2018-05-30_MOA_property_hold_ESCA_cleanup_SEA_fully_executd.pdf			
ESCA Cooperative Agreement Award (End date amended 2017)	2007	http://fora.org/Reports/TTF/033007_Coop_Agreement_Award_ESCA.pdf	Asset/Liability	2037	County***
FORA-LFR Fort Ord Remediation Services Agreement	2007	http://fora.org/Reports/TTF/033007_RSA_ESCA.pdf	Asset/Liability	?2019/2020?	County***

US EPA Administrative Order on Consent	2007	http://fora.org/Reports/TTF/ESCA-0099_AOC.pdf	Liability/Obligation		County/Seaside/Monterey/ Del Rey Oaks Marina/CSUMB/UC/MPC/MCWD
FORA-MPC ESCA Property Management MOA	2008	http://fora.org/Reports/TTF/121708_MOA_FORA-ESCA_MPC.PDF	Asset/Obligation	Dependent upon Property transfer	Page 2 of 3
FORA-MPC ESCA Property Management MOA - Amendment #1	2018	http://b77.402.myftpupload.com/wp-content/uploads/2018-07-02_MOA_hold_property_during_ESCA_cleanup_MPC_fully-executed.pdf			
MOA Jurisdictions and DTSC Concerning Monitoring and Reporting on Environmental Restrictions on the Former Fort Ord	2008	http://b77.402.myftpupload.com/wp-content/uploads/16_022708moaEnviroRestricts.pdf		No End Date	County/Seaside/Monterey/Del Rey Oaks/Marina, CSUMB/UC/MPC
MOU Regarding Development of the Central Coast Veterans Cemetery	2009	http://b77.402.myftpupload.com/wp-content/uploads/18_050509mouVetCem.pdf	Liability/Obligation		County/Seaside
Remedial Design/Remedial Action, Land Use Controls Implementation, Operations and Maintenance Plan, Parker Flats MRA Phase I*	2009	http://b77.402.myftpupload.com/wp-content/uploads/21_080409PFlatsPh1LUCIPOMP.pdf		No End Date	County of Monterey
Pollution Legal Liability Insurance (PLL) CHUBB	2015	http://fora.org/Reports/TTF/PLL-Chubb-Policy-transmital-summary-policy010215.pdf	Asset/Liability/Obligation		
ESCA Cooperative Agreement Award-Amendment 1	2017	tan	Asset/Liability	2028	County***
ESCA Cooperative Agreement Award-Amendment 2	2017	http://b77.402.myftpupload.com/wp-content/uploads/Fully_signed_ESCA_Grant_Amendment_12-20-17.pdf			
REFERENCE MATERIALS/WEBSITES Kutak Rock letter dated [] Army Base Realignment And Closure Administrative Record website http://www.fortordcleanup.com/ Notes: * Agreement will be replaced with new LUCIP Agreement/Restriction ** LUCIP/OMP agreements are expected to be finalized in 2018					

Habitat

CONTRACTS	YEAR	AGREEMENT LINK	ASSET/LIABILITY PLEDGE/OBLIGATION	MULTI-AGENCY	MULTI-AGENCY NOTES
Habitat Management Plan	1997	http://docs.fortordcleanup.com/ar_pdfs/AR-BW-1787/bw-1787.pdf	Obligation/Liability	Marina/Seaside/County/City of Monterey/MPC/CSUMB/All property recipients	
USFWS EG-PF Biological Assessment Concurrence Letter	2002	http://fora.org/Reports/TTF/USFWS_EG-PF_LandUseModificationAssessment_ConcurrenceLetter_2002.pdf			
Del Rey Oaks-FORA-Developer Endangered Species MOA	2005	http://fora.org/Reports/TTF/092705_MOA_Endangered_Species_DRO.PDF	Obligation/Liability	County/Habitat Cooperative	
FORA-UCSC Agreement Concerning Funding of Habitat Management Related Expenses on the Fort Ord Natural Reserve	2005	http://fora.org/Reports/TTF/101405_agreement_Habitat_UMBEST.PDF	Obligation/Liability/Asset	Habitat Cooperative/County?	This Agreement may be replaced by the basewide HCP when adopted.
FORA-UCSC FONR-Extension of Funding	2007	http://b77.402.myftpupload.com/wp-content/uploads/FORA-UC-FONR-Extend-Funding-signed072707.pdf	Obligation/Liability	Habitat Cooperative/County?	In effect until basewide HCP
Parker Flats - East Garrison biological assessment	2002	http://fora.org/Reports/TTF/EG-PF_BiologicalAssessment_BW-2180_2005.pdf			
County-FORA-Developer Endangered Species MOA	2005	http://fora.org/Reports/TTF/100605_MOA_Endangered_Species_East-Garrison-County.PDF	Obligation/Liability	County/Habitat Cooperative	
Proposed East Garrison-Parker Flats Land Use Modification MOU	2005	http://fora.org/Reports/TTF/EG-PF_LandUse_Modification_MOU_BW-2180A-1_2005.pdf			
County-FORA-EG Partners LLC Funding Obligations	2006	http://b77.402.myftpupload.com/wp-content/uploads/MOA_MoCo-FORA-EG-Partners-LLC_Basewide-Funding-Obligations-signed2.28.06.pdf			
FORA-MPC Reimbursement Agreement		http://b77.402.myftpupload.com/wp-content/uploads/FORA-MCP-LLC-Reimbursement-Agmt_signed-01-26-2006.pdf			

Miscellaneous

CONTRACTS	YEAR	AGREEMENT LINK	ASSET/LIABILITY PLEDGE/OBLIGATION	MULTI-AGENCY	MULTI-AGENCY NOTES
Marina Redevelopment Agency, Marina Community Partners and FORA MOA on University Villages Building Removal	2005	http://fora.org/Reports/TTF/FORA-MRDA-MCP-building-removal-MOA-082905.pdf	Asset/Liability	Marina Successor Agency	
Marina Community Partners and FORA Reimbursement Agreement on University Villages Building Removal	2006	http://b77.402.myftpupload.com/wp-content/uploads/FORA-MCP-LLC-Reimbursement-Agmt_signed-01-26-2006.pdf	Liability	Marina	
County-FORA-EG Partners LLC Funding Obligations	2006	http://b77.402.myftpupload.com/wp-content/uploads/MOA_MoCo-FORA-EG-Partners-LLC_Basewide-Funding-Obligations-signed2.28.06.pdf	Liability/Asset	County/Marina	Security Parcel for any debt obligation
FORA-Seaside-County-Cemetery Foundation	2012	http://b77.402.myftpupload.com/wp-content/uploads/012812-MOU-VetsCem-signed.pdf	Liability	County/Seaside/Foundation	
Army-FORA Memorandum of Agreement - Amendment #6	2014	http://b77.402.myftpupload.com/wp-content/uploads/072914_MOA_Army_FORA_Amend_6.pdf			
Army-FORA Water Quitclaim Deed-Veteran's Cemetery		http://b77.402.myftpupload.com/wp-content/uploads/Army-FORA_VTC_Water_Agreement-Recorded.pdf			
FORA-City of Marina Quitclaim Deed		http://b77.402.myftpupload.com/wp-content/uploads/FORA-Marina_Water_Agreement022318.pdf			
Stipulation to Discharge Peremptory Writ of Mandate (CSUMB)	2009	http://fora.org/Reports/TTF/091409_Report_Stipulation-to-Discharge.pdf	Asset	All voting members/MCWD/TAMC/HCP Cooperative	Enforcement obligations as to ongoing habitat and contributions toward road and other infrastructure
Settlement Agreement and Mutual Release (Sierra Club)	1998	http://www.fora.org/Planning/113098_SierraClub_Agreement.PDF	Liability	Marina/Seaside/County/City of Monterey/Del Rey Oaks	Deed Restrictions/Resource Constraints
PENDING LAWSUITS					
MCP v. FORA, Monterey County Superior Court	2017	N/A	Asset/Liability		
KFOV v. FORA, Monterey Superior Court	2017	N/A	Asset/Liability		

Transportation

CONTRACTS	YEAR	AGREEMENT LINK	ASSET/LIABILITY PLEDGE/OBLIGATION	MULTI-AGENCY	MULTI-AGENCY NOTES
FORA-City of Marina reimbursement agreement for Abrams, Crescent, 8th Street, and Salinas Roads	2007	http://fora.org/Reports/TTF/040307_Reimbursement_Agreement_FORA-Marina.pdf	Liability/Obligation:	City of Marina: Obligation Other Cities Liability:	[1]
FORA-County of Monterey reimbursement agreement for Davis Road Improvements	2005	http://fora.org/Reports/TTF/101905_Agreement_Reimbursment_FORA_MoCo.PDF	Liability/Obligation:	County	[3]
FORA-TAMC Reimbursement Agreement Concerning Hwy 68 Operational Improvements	2014	http://fora.org/Reports/TTF/051614_FORA-TAMC_Hwy68_operational_improvements.pdf	Liability/Obligation:		
FORA-Monterey Bay Charter School Traffic MOU	2015	http://fora.org/Reports/TTF/FORA_MBCS_Traffic_MOU_signed_111315.pdf	Asset		
MST - TAMC-Marina-FORA MOU	2007	http://fora.org/Reports/TTF/FORA-MST-TAMC-Marina_MOU_050107.pdf			
Whitson Engineers (Master Services)	2017		Asset		
Capital Improvement Program Transportation Assignments	TBD	https://www.fora.org/Reports/TTF/CIP_Transportation_Matrix.pdf	Liability/Obligation	As Assigned.	

NOTES:

[1] Contract deals with Four Streets: 8th Street: 4,871,433; Crescent: 1,018,004 (Already completed pd. Approx. \$400,000 remainder reallocated to other projects); Abrams Drive: 852,578; Salinas Road: \$3,410,313

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

CONTRACTS	YEAR	AGREEMENT LINK	ASSET/LIABILITY PLEDGE/OBLIGATION	MULTI-AGENCY	MULTI-AGENCY NOTES	Notes
US-MCWRA Agreement	1993	http://fora.org/Reports/1993-Agrmt-US_MCWRA.pdf	Asset	County of Monterey/City of Monterey/City of Seaside/City of Del Rey Oaks/CSUMB/MPC/UC/MCWD		1
FORA-MCWD Water/Waste Water Facilities Agreement	1998	http://fora.org/Reports/CIP/031398%20 Water Wastewater Facilities Agreement.pdf		MCWD	A. Agreement Terminates. MCWD/unserve d areas on Fort Ord only served by new contracts; subsequent annexation by MCWD/LAFCO issues	1
FORA-MCWD Water/Waste Water Facilities Agreement-Amendment 1	2001	http://www.fora.org/Reports/CIP/Water-Wastewater-FAamend1.pdf		MCWD		
FORA-MCWD Water/Waste Water Facilities Agreement - Amendment 2	2007	http://www.fora.org/Reports/CIP/Water-Wastewater-FAamend2.pdf		MCWD		
Army-FORA MOA for Sale of Portions of the Former Fort Ord	2000	http://fora.org/Reports/TTF/062000 MOA Army-FORA EDC-Agreement.PDF	Asset/Liability/Obligation	City of Seaside/City of Del Rey Oaks/County of Monterey/MPC/CSUMB/City of Monterey/County of Monterey/MCWD?	B. Each entity must be designated as a Local Reuse Authority by OEA in Federal Govt. and State Government to receive water/wastewater rights; Issue as to prioritization and access;	2, 3
FORA, MCWD Quitclaim Deed Ord infrastructure	2001	http://fora.org/Reports/TTF/110701 FORA-MCWD Quitclaim Deed Ord Infrastructure.pdf	Obligation	City of DRO/City of Monterey/City of Seaside/County of Monterey/MPC/CSUMB (as to Enforcement of Provisions only) NOTHING TO ASSIGN TO MCWD: TRANSFER COMPLETE	Enforcement of obligations contained in Quitclaim as to water/wastewater service obligations	4

Army-FORA MOA for Sale of Portions of the Former Fort Ord: Amendment 1	2002	http://fora.org/Reports/TTF/102301_MOA_Army-FORA_Amend_1.PDF				5
MCWD-FORA Quitclaim deed L35.1 & L35.2	2004	http://fora.org/Reports/TTF/MCWD_FORA_Quitclaim_Deed090304.pdf				
Army- FORA, MRWPCA, and MCWD MOA	2005	http://fora.org/Reports/110205_MOA_Army_MRWPCA-FORA-MCWD.pdf	Asset	Seaside/DRO/City of Monterey		
MCWD-FORA Quitclaim deed L35.5	2006	http://fora.org/Reports/TTF/MCWD_FORA_Quitclaim_Deed020806.pdf	Enforcement	City of Seaside/City of Del Rey Oaks/County of Monterey/MPC/CSUMB/City of Monterey/County of Monterey/MCWD		
FORA Recycled Water allocations to jurisdictions	2007	http://fora.org/Reports/TTF/RecycledWater_allocation_to_Jurisdictions--051107.PDF		City of Seaside/City of Del Rey Oaks/County of Monterey/MPC/CSUMB/City of Monterey/County of Monterey/MCWD	Captured in Implementation Agreements (See Section 3)	6
FORA Potable Water allocation to jurisdictions	2007	http://fora.org/Reports/TTF/PotableWater_allocation_to_Jurisdictions-011207.pdf		City of Seaside/City of Del Rey Oaks/County of Monterey/MPC/CSUMB/City of Monterey/County of Monterey/MCWD	Captured in Implementation Agreements (Section 3)	7
Army-Seaside AYH Water Deed	2008	http://fora.org/Reports/TTF/082808_AYH_Water_Deed.pdf		Seaside		8
MOU Water Augmentation and 3 Party Agreement	2015	http://fora.org/Reports/2015-MOU-Three-Party_Final.pdf	Liability/Obligation	City of Seaside/City of Del Rey Oaks/County of Monterey/City of Monterey/County of Monterey		9
FORA-MCWD Pipeline Reimbursement Agreement	2016	http://fora.org/Reports/2016-Rmbrs_Agrmt_FORA-MCWD_Pipeline_Executed_08-25-16.pdf	Liability	City of Seaside/City of Del Rey Oaks/County of Monterey/City of Monterey/County of Monterey		10

Notes:

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

**AGREEMENT BETWEEN
THE LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY
AND THE FORT ORD REUSE AUTHORITY (FORA)
REGARDING THE PROPOSED DISSOLUTION OF FORA**

THIS AGREEMENT dated this ____ day of ____, 2018 is entered into by and between the Local Agency Formation Commission of Monterey County ("LAFCO"), a governmental agency, and the Fort Ord Reuse Authority ("FORA"), a governmental agency.

Recitals

1. The FORA submitted a transition plan on ____, 2018 in accordance to the Fort Ord Reuse Authority Act (Government Code Section 67650) requiring the FORA Board to approve and submit a transition plan to LAFCO on or before December 30, 2018. The transition plan shall assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations.
2. Upon receipt of the transition plan, LAFCO is required to provide for the orderly dissolution of FORA ("the Dissolution), ensuring that all contracts, agreements, and pledges to pay or repay money entered into by FORA are honored and properly administered, and that all assets of the authority are appropriately transferred.
3. LAFCO's approval is conditioned upon, among other things, FORA and LAFCO entering into an agreement to indemnify LAFCO against any expenses arising from any legal actions challenging the Dissolution.

NOW, THEREFORE, LAFCO and FORA agree as follows:

Section 1. Indemnification. In the event any legal action or proceeding is instituted against LAFCO (or naming LAFCO as a real party in interest), its officers, employees, attorneys or agents, challenging the Dissolution, or any of LAFCO's actions related thereto, FORA agrees to defend, indemnify, hold harmless and release LAFCO, its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on the Dissolution or on the environmental documents submitted to or prepared by LAFCO in connection with the proposal. FORA shall indemnify LAFCO from any costs or liabilities incurred by LAFCO as a result of any such action or proceeding, including any award to opposing counsel of attorney's fees or costs. FORA also agrees to reimburse LAFCO for its reasonable expenses incurred as a result of any such legal action or proceeding. Such expenses include LAFCO's counsel's charges for representing LAFCO in any such action, costs of preparing the administrative record in any such action (including LAFCO staff costs), and all other expenses incurred by LAFCO as a result of any such action or proceeding.

LAFCO reserves the right to utilize or retain its own attorneys to represent it in any such action; however, LAFCO will coordinate the defense of any action with FORA.

Section 2. Miscellaneous Provisions.

A. Successors and Assigns. To the greatest extent permitted by law, this agreement shall apply to, bind and inure to the benefit of successors in interest of the parties hereto, including heirs, assigns, executors, administrators and all other parties, whether they succeed by operation of law or voluntary acts.

B. No Third-Party Beneficiaries. This agreement is entered only for the benefit of the parties executing this agreement and not for the benefit of any other individual, entity or person.

C. Amendments. This agreement may be amended only in writing by the mutual agreement of the original parties or their successors in interest.

D. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of California.

E. Counterparts. This agreement may be executed and delivered in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**LOCAL AGENCY FORMATION COMMISSION
OF MONTEREY COUNTY (“LAFCO”)**

**FORT ORD REUSE AUTHORITY
 (“FORA”)**

Attest:

Attest:

LAFCO Executive Officer

FORA Executive Officer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

LAFCO Legal Counsel

Attorney

Date: _____

Date: _____