

Transition Ad Hoc Committee

May 16, 2018

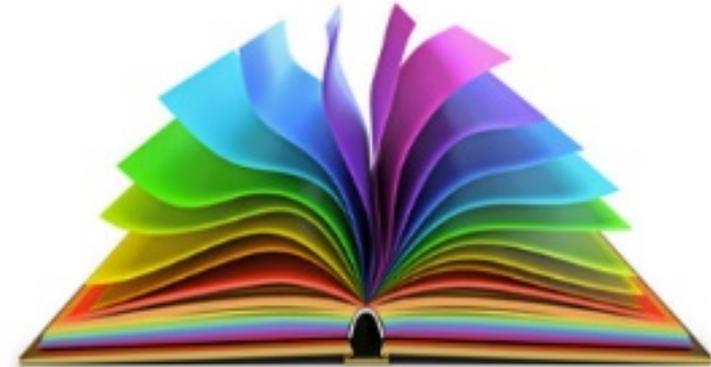
*Steve Endsley, Assistant Executive Officer
Sheri Damon, Prevailing Wage/Risk Coordinator*

- Schedule/Work-plan
- Habitat
- Miscellaneous
- Financial
 - History
 - Key Issues
 - Analysis
 - Comparison
 - Side by Side
 - Reference Material
- Water/Wastewater (Carryover)



Future Meeting(s): May 23, 2018 12:00 – 2:00
May 30, 2018 12:30 – 2:30
June 8, 2018 Board Study Session

- Executive Summary
- Chapters
 - Administrative
 - Water/Wastewater
 - Transportation
 - *Habitat*
 - *Financial Assets*
 - Environmental Services/Clean Up
 - *Miscellaneous Contracts*
 - Transition Staffing
 - CEQA
- Conclusion

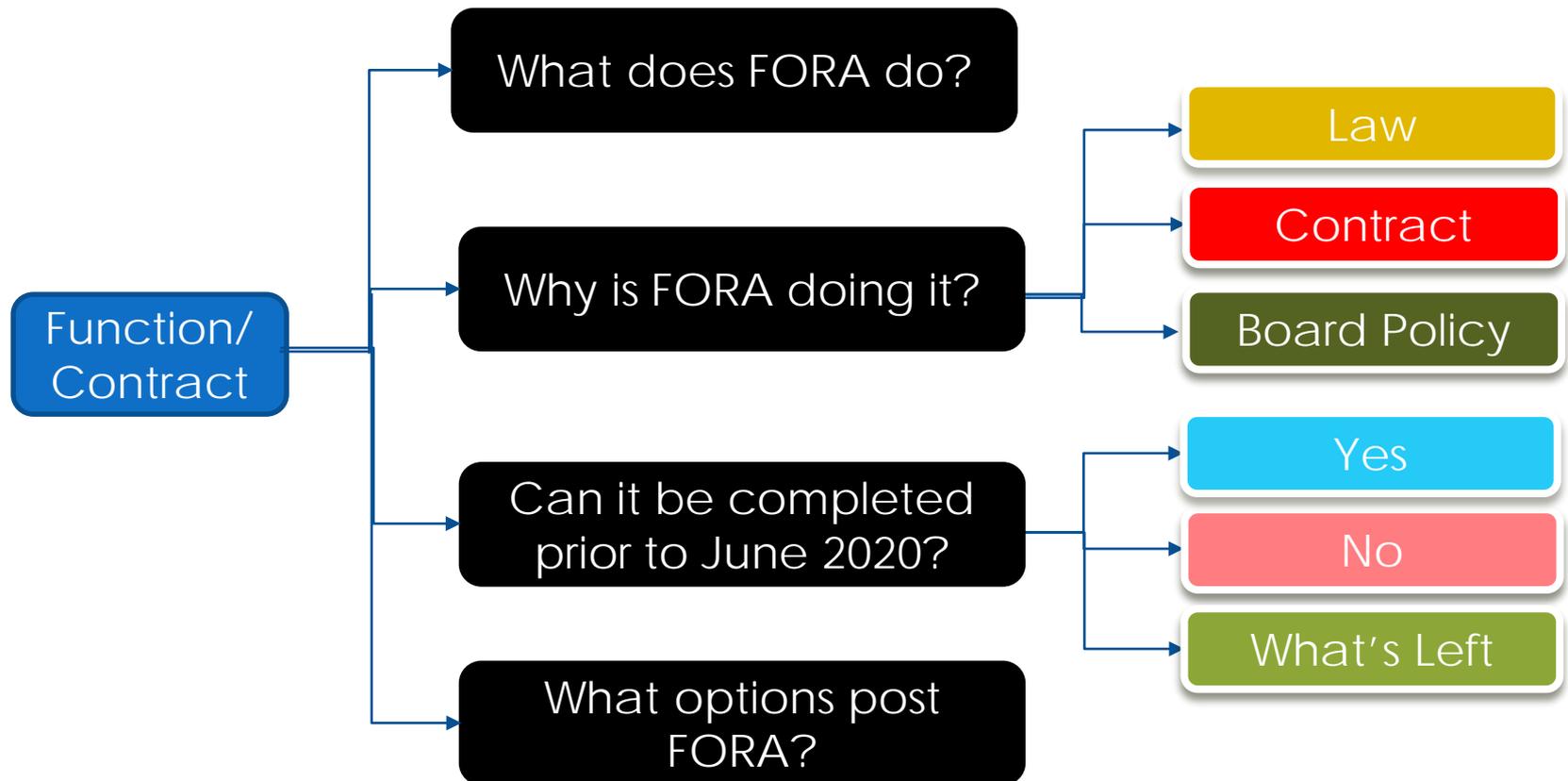


- 1996 Habitat Management Plan (HMP) submitted by US Army and approved by USFWS
- 1997 Habitat Conservation Plan/2081 Permit required for basewide HMP Implementation
- 1998-2017 Numerous draft HCP's submitted by FORA but not approved by USFWS/CA DFW
- 2005 Additional requirements for monitoring, fiscal assurances
- 2017 Screen check draft Basewide HCP completed
- August 2018 – Anticipated public release and workshops on Basewide HCP (Pending USFWS/CA DFW review)

Habitat: Key Issues

1. What happens if USFWS/CA DFW do not approve Basewide HCP/2081 permit prior to FORA Transition?
2. Who is the successor to a Basewide HCP/2081 permit if no Habitat Cooperative is formed?
3. How are replacement funds (approximately \$40M) allocated and/or how is the endowment funded without the FORA Community Facilities District (CFD) fees?
4. What are the obligations under the HMP?
5. Is it feasible to process individual take permits with USFWS/CA DFW?
6. What are the time /development costs and can or should those costs be shifted as habitat conservation is a **basewide cost/regional asset**?
7. How do jurisdictions finance removal of invasive species and habitat restoration?

Function Analysis

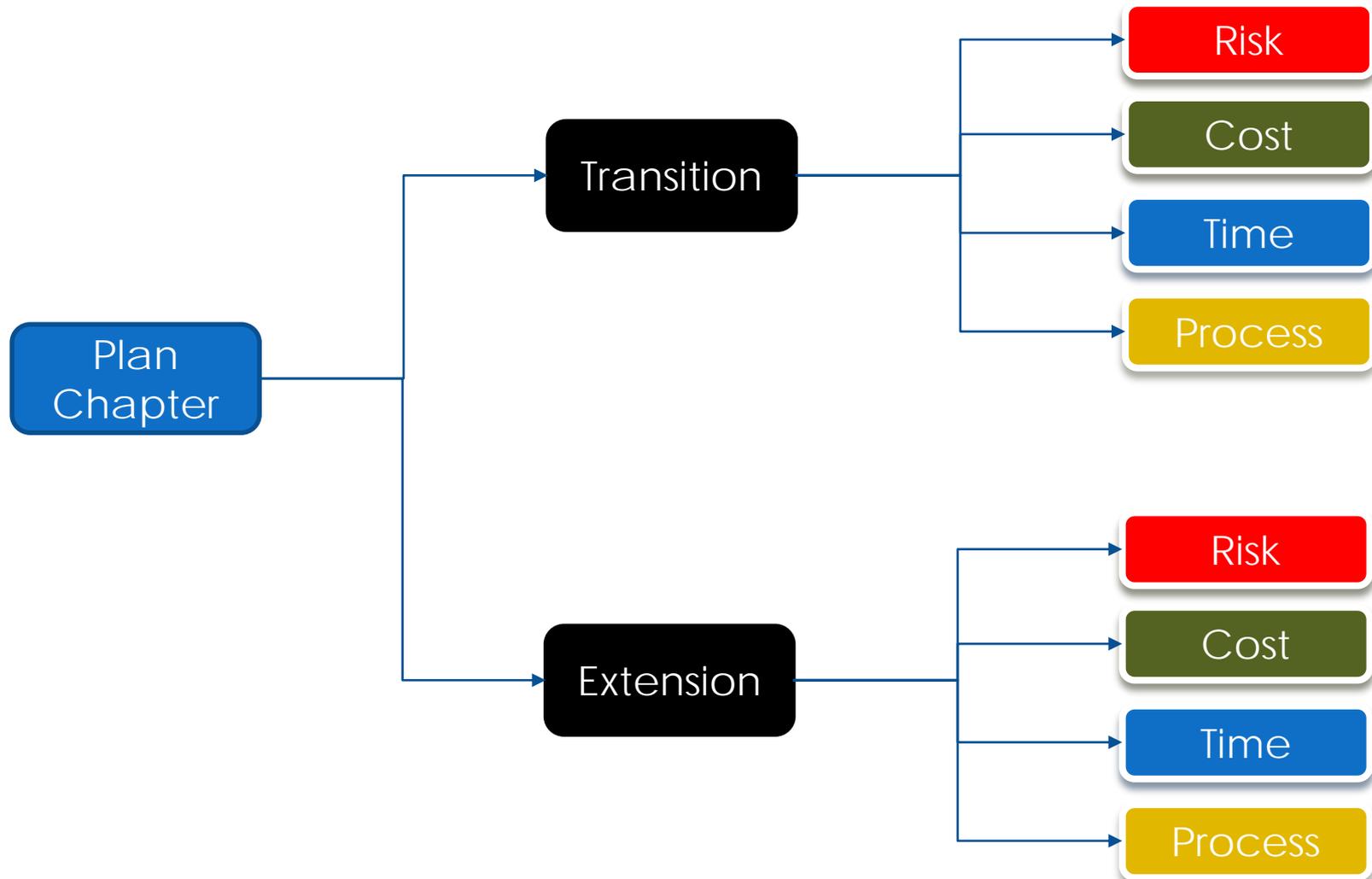


Habitat: Analysis

Analysis

	Habitat Management	Planning: Basewide HCP/2081 Permit; Jurisdictional Assistance (Eg. Oak Woodlands)	Financial contribution to CEQA mitigation (Habitat Conservation)
What?			
Why?	<p>Contract: HMP/MOA</p> <p>Contract: UC Reimbursement FONR</p> <p>Contract: MPC</p>	<p>Govt. Code section 67675; 67677</p> <p>Contract: Army MOA requires HMP and basewide implementation</p> <p>Board Policy: (Oakwoodlands)</p>	<p>BRP CEQA requires Basewide implementation of HMP</p> <p>Govt. 67675; 14 CCR 15370</p> <p>Board policy CFD 30% set aside for habitat conservation/management</p>
Timing?	Until Basewide habitat implementation in place		
Options	<ol style="list-style-type: none"> 1. Basewide HCP 2. Basewide HMP Implementation alternative 	<ol style="list-style-type: none"> 1. Proceed HCP 2. New Basewide Implementation for protection of Habitat Management Areas (HMA) 	<ol style="list-style-type: none"> 1. HCP will require replacement revenue stream to fund the endowment for habitat protection in perpetuity 2. Extend FORA CFD 3. Adopt new Basewide Implementation for protection of HMA: shift costs to developers

Plan Analysis



Habitat: Plan Comparison

Transition	Risk	Individual jurisdictions and/or their projects might have to pay for and process their own ITP/HCP. Costly and time consuming-increased development costs.
	Cost	If no Basewide HCP increased development costs (and delay) if a take permit is required. If Basewide HCP, jurisdictional assessment/tax structure must be created to replace the CFD (potential nexus issues).
	Time	If no HCP unknown delays. USFWS has no mandated timeline to process HCP/take permits; If HCP, unknown based upon jurisdictional assessment structure.
	Process	If no HCP, individual negotiations. If HCP, process is laid out in the cooperative documents.
Extension	Risk	If no HCP, places individual jurisdictions or their projects at risk; If HCP, function will transfer to HCP Cooperative
	Cost	Funding mechanism stays in place for funding the HCP. No issues related to already entitled development.
	Time	Similar to transition above.
	Process	Similar to Transition above.

Transition

- Jurisdictions could withdraw or re-organize Habitat protection

- Entire program could be at risk due to lack of funding or regulatory approval
- FORA CFD revenue stream must be replaced; not a direct nexus to some developments make a CFD required or single payment required

Extension

- Economies of scale by having FORA staff the early years of the cooperative
- Steady CFD revenue stream w/ land sale & property taxes due to FORA as back up

- Jurisdictions will eventually have to take this function over

Habitat – Reference Material

Contract	Year	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes
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	
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/Coby unty?	This Agreement may be replaced by the basewide HCP when adopted.
Habitat Management Plan	1997	http://docs.fortordcleanup.com/ar_pdfs/AR-BW-1787/bw-1787.pdf	Obigation/Liability	All property recipients	
Parker Flats - East Garrison biological assesement	2005	http://fora.org/Reports/TTF/EG-PF_BiologicalAssessment_BW-2180_2005.pdf	Asset	County/HCP 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	Asset/Liability	County/MPC	
USFWS EG-PF BiologicalAssessment Concurrence Letter	2002	http://fora.org/Reports/TTF/USFWS_EG-PF_LandUseModificationAssessment_Concurrence_Letter_2002.pdf	Asset	County/HCP Cooperative	
FORA-MPC Reimbursement Agreement	2006	http://b77.402.myftpupload.com/wp-content/uploads/FORA-MCP-LLC-Reimbursement-Agmt_signed-01-26-2006.pdf	Asset/Liability	County/HCP Cooperative	

FORA MISCELLANEOUS CONTRACTS



1. Building Removal

- 2000 – FORA enters Implementation Agreements identifying certain level of building removal
- 2002 Board policy authorizes provision of assistance to jurisdictions for building removal to encourage base recovery

2. Veteran's Cemetery Contract

- Who manages and oversees Veterans' affairs and endowment parcel for cemetery expansion.

3. Judgments (Settlement Agreements/Writs)

- 1997 – Sierra Club sues over adoption of Base Reuse Plan. Settlement Agreement reached and in 1998 Board adopts Chapter 8 of Master Resolution.
- 1998 – Board authorizes litigation against CSU. Marina joins lawsuit.
 - 2009 - Case goes to Supreme Court and ultimately return to writ issues resolved in Settlement Agreement

4. Pending Litigation

1. 2017 – KFOW sues FORA related to engineer hire on Southboundary Road
2. 2018 – MCP sues FORA related to reimbursement claim for building removal

Miscellaneous: Key Issues

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

Miscellaneous: Function Analysis

Analysis	What?	Building Removal/Infrastructure Reimbursement
	Why?	Board policy and contracts
	Timing?	Most likely not prior to 2020. FORA's obligation on these contracts complete
	Options	Assign to a jurisdiction to complete FORA's obligations
Analysis	What?	Veteran's Cemetery Contract
	Why?	Board policy and contract
	Timing?	Most likely not prior to 2020.
	Options	Assign to a jurisdiction to complete FORA's obligations
Analysis	What?	Settlement Agreements/Writs
	Why?	Contract and Court Direction
	Timing?	Continuing post 2020
	Options	Assign to successor;
Analysis	What?	Pending Litigations
	Why?	Board policy/Law
	Timing?	Most likely not prior to 2020
	Options	Assign successor to 1) direct litigation; and 2) allocate costs based lawsuit by lawsuit to underlying jurisdictions

Miscellaneous: Plan Comparison

Transition	Risk	Incomplete existing contracts. Formal assignment uncertain.
	Cost	Assignment costs/legal challenges; Agency new hires and associated orientation
	Time	Re-invents wheel, new personnel & turnover; loss of institutional memory; orientation
	Process	New rules and interpretation of compliance with documents (potential inconsistencies)

Extension	Risk	Existing contracts & history understood/in progress
	Cost	Efficiencies in staffing; Staffing reductions as functions transferred/completed.
	Time	Project completion more likely. Allows more time to complete regional obligations.
	Process	Known.

Transition

1. May provide some home rule flexibility as enforcement will be unclear/uncertain.

1. May lead to additional litigation risk and costs if no consensus on application/interpretation of provisions.
2. Uncertainty may affect future development potential.

Extension

1. Provides a regional forum to address issues.
2. Provides opportunity for spreading costs on a base-wide basis.

1. FORA is a target.

Miscellaneous – Reference Material

Contract	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	<u>Marina Successor Agency</u>	
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	<u>Marina</u>	
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	
Stipulation to Discharge Peremptory Writ of Mandate (CSUMB)	2009	http://fora.org/Reports/TTF/091409_Report_Stipulation-to-Discharge.pdf	Asset	<u>All voting members/MCW D/TAMC/HCP Cooperative</u>	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	<u>Marina/Seaside/County/City of Monterey/Del Rey Oaks</u>	Deed Restrictions/Resource Constraints
PENDING LAWSUITS					
MCP v. FORA, Monterey County Superior Court	2017	N/A	Asset/Liability		
KFOW v. FORA, Monterey Superior Court	2017	N/A	Asset/Liability		

- 1999 FORA Board authorizes basewide Development Fee (Reso 99-01)
- 1999 City of Marina and other jurisdictions request Implementation Agreements on how FORA will transfer property
- 2001 Implementation Agreements are signed with all land use jurisdictions and others receiving property
- 2002 Board authorizes a Community Facilities District special tax over majority of base

Financial: Key Issues

1. Post 2020 how are revenues generated to ensure completion of BRP obligations/liabilities?
 - If new financing mechanisms are required, how do we capture and assess already entitled development? (Approximately \$70M)
2. If replacement CFD revenues are generated, how are revenue transfers handled to compensate/reimburse surrounding jurisdictions for their portions of the basewide costs and mitigation measures?
3. Can the development fee be assigned to successor for the areas not covered by the CFD?
4. Can the Implementation Agreements be assigned and do they require the jurisdictions by contract to finish the Basewide Costs and Mitigation measures as identified in the CIP?
 - Does assignment require the Land Use Jurisdictions to adopt new development fees and/or mechanisms to replace the Property Tax and Development Fees collected by FORA?

Financial: Function Analysis

Analysis	What?	Finance Basewide Costs and Mitigations
	Why?	Gov't Code 67675: requires Capital Improvement Program and Financing mechanism
	Timing?	Won't be complete prior to 2020
	Options	<ol style="list-style-type: none">1. Jurisdictions replace FORA revenue streams and provide revenue transfer to agencies completing the program. Issues about collection from entitled development remain.2. Extend the FORA financing mechanism (contains both revenue generation and revenue sharing).3. Break down the program: transfer replacement funding obligation to those entities completing the program. May result in funding deficits and program incompleteness.

Financial: Plan Comparison

Transition	Risk	Legal limitations: challenge to new fees; applicability to existing development. Potential \$72M impact
	Cost	Shifts fairness and equity between jurisdictions; possible increased legal costs; costs to establish new districts
	Time	Creation of new financing mechanisms takes time. Possible legal challenges to new mechanisms
	Process	Unwieldy process, one size does not fit all. Multiple different Boards/entity compositions. Nexus changes policy.

Extension	Risk	Single entity program can be slowed down by recession, lawsuits, bureaucratic delay
	Cost	Emphasis on regional consensus and shared costs/benefits can make reuse inefficient
	Time	CFD, Land sales, & property tax rules already in place. Existing grants secured by FORA leading to shorter time to complete program.
	Process	Existing process well known and already negotiated; agreed upon or adjudicated

Transition

- New financing mechanisms.
- Provides opportunity to add items not currently financed.
- Provide opportunity to adjust assessment basis (sf etc.).
- Creates a vehicle for new contracts with developers.

- Legal limitations (Nexus)
- Shifts land use costs (Housing to Job)
- Entitled development may not be subject to new fees
- Shifts fairness and equity b/t Jurisdictions (Eliminates basewide costs concept)
- Time/cost w/creation of new mechanisms
- New fees litigation challenges

Extension

- Financing mechanism exists
- Tax preserves Land Use Costs (Housing/Jobs)
- Entitled development subject to fees
- No legal challenges
- Maintains basewide costs model (Fairness/Equity)

- CFD requires vote to make changes
- CFD boundaries include residents who will not owe tax

Financial – Reference Material



Contract	Year	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Notes
County of Monterey Implementation Agreement	2001	http://fora.org/Reports/ImplementAgreements/mtcycty_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-transmital-summary-policy010215.pdf		County of Monterey/Seaside/Monterey/Marina	4

Future Meeting(s)

- May 23, 2018 12:00 – 2:00
 - Transportation, Transition Staffing, FORA Act
- May 30, 2018 12:30 – 2:30
 - FORA Act, CEQA, any carryover chapters
- June 8, 2018 Study Session

Questions?



FORA WATER/WASTEWATER



Water/Wastewater: History

- **1993** – U.S. Army purchases 6,600 AFY of water rights from MCWRA
- **1996** – U.S. Army buys into Zone 2 and Zone 2A
- **1996** – Ord Community water purveyor selected through competitive process
- **1997** – BRP adopted w/ Public Facilities Improvement Plan (PFIP); DRMP adopted setting CEQA mitigation and initial water allocations
- **1998** – FORA Board set as Ord Community governing body until MCWD annexation
- **2000** – U.S. Army/FORA MOA requires fair and equitable share of water to all transferees and provides for first right of refusal for excess Army water/wastewater
- **2001** – Implementation Agreements with all jurisdictions requiring compliance with water allocations.
- **2001 - 2006** – Army to FORA: FORA to MCWD transfers water/wastewater rights & infrastructure
- **2005** – FORA, MRWPCA, & MCWD delineate wastewater rights & obligations
- **2007** – FORA amends potable and recycled water to jurisdictions
- **2016** – FORA/MCWD/MRWPCA RUWAP Pipeline agreement (\$6M)

1. How do you provide public representation of the Ord Community without the 1998 Facilities Agreement if no MCWD annexation prior to 2020?
2. How do adjustments to water allocation occur in order to ensure a fair and equitable allocation of water?
3. How do you define, approve, and pay for the Augmented Water project (a required CEQA mitigation in the BRP) currently in planning?
4. How do you ensure future water service and annexation of the entire Ord Community?

Water/Wastewater: Analysis

Analysis

What?	Public Representation Ord Community (5 jurisdictions)	Allocation of water/wastewater rights; Future water/wastewater rights	Financial contribution to CEQA mitigation (Water Augmentation)
Why?	Contract: Facilities Agreement	Govt. Code section 67675; 67677 Contract: Army MOA requires fair and equitable allocation to property and provides for a First right of refusal	BRP CEQA Requires augmented water supply. Govt. 67675; 14 CCR 15370
Timing?	Full annexation not likely to be completed prior to 2020.	IA currently in effect and Army MOA after 2020	Augmented Water Supply Not complete by 2020
Options	<ol style="list-style-type: none"> 1. Annexation 2. Create Interim Representative Body for unannexed areas 	<ol style="list-style-type: none"> 1. Allocations set as of 2020: modifications by contract 2. Future first right of refusal assigned to successor(s) 3. Assign right to allocate/modify to MCWD 	<ol style="list-style-type: none"> 1. MCWD to include in new rate/capacity structure. 2. Jurisdictions to raise funds and pay to MCWD to complete augmentation project. (IAs) 3. Extend FORA CFD

Water/Wastewater: Risk Comparison

Transition	Risk	<ol style="list-style-type: none"> 1. Lawsuit - Ord Community Fee Collection without Representation 2. Allocations could hinder jurisdictions' ability to develop property 3. BRP program continuity lost w/o Water Augmentation
	Cost	<ol style="list-style-type: none"> 1. If Lawsuit, litigation costs are high and further cost to resolve Representation 2. Lawsuits over water allocations could be costly and take up political capital 3. CEQA Lawsuit (\$1M+) No water for Economic Development
	Time	Unclear solution – Timeline Unknown
	Process	<ol style="list-style-type: none"> 1. Multiple litigation challenges 2. Jurisdiction & MCWD CIP's must be coordinated annually 3. Create new method to fund, select supply projects, and pay

Extension	Risk	<ol style="list-style-type: none"> 1. No new risk of litigation until Annexation Complete 2. Water Allocations Secure 3. No new method for funding, selecting projects, or paying
	Cost	Costs are covered by CFD fees
	Time	Known. No new risk.
	Process	<ol style="list-style-type: none"> 1. Representation in place – and allocations in place 2. 3-party agreement in place, framework to complete future needs in place-including EDC first right of refusal.

Transition

1. MCWD manages Water/wastewater system
2. MCWD capacity charges can replace existing finance streams
3. Existing coordination between MCWD / M1W
4. If MCWD annexation is successful, Ord Community representation is assured

1. If no annexation, potential loss of Representation for the Ord Community
2. Potential litigation risk over water allocations
3. Loss of ability to leverage base wide revenue
4. Increased development capacity fees needed
5. 8 Agencies – CIP Coordination Required

Extension

1. Elected Officials represent Ord Community
2. FORA Board Oversees Allocations
3. WWOC coordinates jurisdiction CIP's
4. FORA CFD Fee reduces water and capacity fees for all jurisdictions
5. FORA Selects Water Augmentation Projects
6. No additional legal risk to jurisdictions

1. Potential MCWD Annexation Litigation
2. If MCWD annexation is successful, FORA representation functions are no longer needed.
3. If MCWD annexation is successful, WWOC's function is diminished.

Water/Wastewater – Reference Material

Contract	Year	AGREEMENT LINK		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/unserved 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			MCWD		
FORA-MCWD Water/Waste Water Facilities Agreement - Amendment 2	2007			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 City of Seaside/City of Del Rey Oaks/County of Monterey/MPC/CSUMB/City of Monterey/County of Monterey/MCWD		
MCWD-FORA Quitclaim deed L35.5	2006	http://fora.org/Reports/TTF/MCWD_FORA_Quitclaim_Deed020806.pdf	Enforcement	Monterey/MPC/CSUMB/City of Monterey/County of Monterey/MCWD		

Water/Wastewater – Reference Material

Contract	Year	AGREEMENT LINK	Asset/Liability Pledge/Obligation	Multi-Agency	Multi-Agency Notes	Notes
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						