

RESOLUTION NO. 2018-153

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECOMMENDING
THAT THE FORT ORD REUSE AUTHORITY ADOPT THE ALTERNATIVE TRANSITION
PLAN FOR THE DISSOLUTION OF THE FORT ORD REUSE AUTHORITY**

WHEREAS, The Fort Ord Reuse Authority was created pursuant to legislation that requires that FORA dissolve on the earlier of June 30, 2020 or when 80% of the territory of Fort Ord that is designated for development or reuse in the Reuse Plan has been developed or reused in a manner consistent with the Reuse Plan.

WHEREAS, FORA is required by Government Code Section 67700 to approve and submit a transition plan to the Monterey County Local Agency Formation Commission on or before December 30, 2018. The transition plan is to assign assets and liabilities, designate responsible successor agencies and provide a schedule of remaining obligations.

WHEREAS, In October, a hybrid Transition Plan ("Hybrid Transition Plan") was presented by some members of the FORA Board addressing concerns arising from the FORA Transition Plan.

WHEREAS, At its meeting of November 9, 2018, the FORA Board considered the FORA Transition Plan, the Hybrid Transition Plan and the Transition Plan recommended by the City of Marina pursuant to Council Action taken on November 7, 2018 ("Marina Transition Plan").

WHEREAS, the FORA Administrative Committee met to discuss the Transition Plan on November 27. FORA is expected to consider adoption of a Transition Plan at its meeting on December 14, 2018.

WHEREAS, as a result of these meetings, LandWatch has proposed changes to the Hybrid Transition Plan. In addition, the discussions at the Administrative Committee as well as the discussions with the attorney group related to legal issues have surfaced some issues that should be addressed in the Marina Alternative Transition Plan

NOW, THEREFORE IT BE RESOLVED that the City Council of the City of Marina does hereby:

1. Approve and adopt the proposed Alternative Transition Plan set forth in the attached Exhibit A.
2. Direct that a copy of this Resolution 2018-, and the proposed Alternative Transition Plan be transmitted forthwith to the FORA Board Chair for the immediate consideration of the FORA Board of Directors.

PASSED AND ADOPTED by the City Council of the City of Marina at an Adjourned Regular City Council Meeting duly held on this 4th day of December 2018 by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Morton, O'Connell, Brown, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

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

**A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY
*Approving a Transition Plan For Submission to the Monterey County Local Agency Formation
Commission***

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

- A. The Fort Ord Reuse Authority ("FORA") was established in 1994 by state legislation (Government Code sections 67650 and following, the "FORA Act") and when the member jurisdictions adopted resolutions favoring the establishment of the authority in accordance with Government Code section 67656. Government Code section 67658 identifies FORA's purpose as planning for, financing, and managing the transition of the property known as Fort Ord from military to civilian use.
- B. Pursuant to the requirements of Government Code section 67675, FORA adopted a Fort Ord Reuse Plan (the "Reuse Plan") on June 13, 1997
- C. Government Code section 67700(a) requires that FORA dissolve when eighty percent (80%) of the base has been developed or reused in a manner consistent with the Reuse Plan or on June 30, 2020, whichever first occurs.

Government Code section 67700(b) provides as follows:

- (1) The Monterey County Local Agency Formation Commission shall provide for the orderly dissolution of the authority including ensuring that all contracts, agreements, and pledges to pay or repay money entered into by the authority are honored and properly administered, and that all assets of the authority are appropriately transferred.
- (2) The board shall approve and submit a transition plan to the Monterey County Local Agency Formation Commission on or before December 30, 2018, or 18 months before the anticipated inoperability of this title pursuant to subdivision (a), whichever occurs first. The transition plan shall assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations. The transition plan shall be approved only by a majority vote of the board.

BASED ON THE FOREGOING RECITALS AND THE FINDINGS AND DETERMINATIONS MADE HEREIN, the Board hereby approves the following Transition Plan for submission to the Monterey County Local Agency Formation Commission ("LAFCO") on or before December 30, 2018:

Section 1 Assignment of Assets and Liabilities:

1.1 Assets and Disposition Thereof:

FORA's principal assets are comprised of the following:

1.1.1 Section 115 Trust: In April 2018, the Board authorized the establishment of a Section 115 trust and funded the trust with \$5,700,000 (which is currently earning returns at an average annualized rate in excess of 2%). Funds held in the trust may be used only for purposes of paying FORA's CalPERS unfunded pension liability. At or before FORA's dissolution, all funds held in the trust will be applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract.

1.1.2 Retirement Reserve Funds: Although not irrevocably committed to use for retirement purposes and available to meet FORA's other needs, FORA holds funds identified for retirement reserves in the current approximate aggregate amount of \$1,000,000. Those funds shall be reviewed in 2020, to the extent that the reserve funds are necessary to fund the CalPERS unfunded pension liability, the funds shall be allocated to that liability. To the extent that the funds are not necessary for the CalPERS unfunded pension liability, the funds shall be allocated first to funding Habitat Protection, to the extent necessary to meet funding needs, next to the completion of transportation and transit projects under construction as of the date of FORA's dissolution and third to satisfy any reimbursement obligations FORA has to the land use jurisdictions on a pro rata basis.

1.1.3 Litigation Reserve Funds: Although not irrevocably committed to use for litigation or indemnification purposes and available to meet FORA's other needs, FORA holds funds identified for indemnification of LAFCO and payment of costs related to other litigation in the current approximate aggregate amount of \$300,000. Those funds are intended to cover the cost of any litigation or indemnification obligation now or still pending immediately before FORA's dissolution. Section 4, herein below directs that FORA staff bring back information on acquisition of insurance policies to cover post- dissolution litigation costs, among other costs, and funds set aside may be used to acquire such policy (ies). If insurance policies are not obtained, immediately prior to dissolution, FORA will deposit with LAFCO the litigation reserve funds in an amount to be determined by the Board, to be held by LAFCO to cover costs related to any litigation pursuant to the LAFCO indemnification or other litigation costs that remain post dissolution. Upon expiration of the statute of limitations, as determined by LAFCO, any funds remaining in the reserve shall be allocated first to funding Habitat Protection, to the extent necessary to meet funding needs, next to the completion of transportation and transit projects under construction as of the date of FORA's dissolution and third to satisfy any reimbursement obligations FORA has to the land use jurisdictions on a pro rata basis. FORA will make all efforts to resolve any pending litigation prior to its dissolution.

1.1.4 Habitat Funds: It is estimated based on the current rate of collections and earnings that by June 30, 2020 FORA will hold approximately \$21,000,000 in funds dedicated to habitat conservation. All such funds accumulated before FORA's dissolution shall be transferred in the following order of priority. If before FORA's dissolution a Habitat

Conservation Plan (HCP) has been established, all of the habitat conservation funds held by FORA immediately prior to FORA's dissolution shall be transferred to the fund established for implementation of the base-wide Habitat Conservation Plan for Fort Ord. If no HCP is then in existence, but a joint powers authority has been formed for the management of Habitat Management Areas within the former Fort Ord, all of the habitat conservation funds held by FORA immediately prior to FORA's dissolution shall be transferred to the fund established for implementation of the base-wide Habitat Management Plan for Fort Ord. If no HCP or other joint powers authority for the regional management of Habitat Management Areas within the former Fort Ord is in existence prior to September 2019, then FORA shall prepare a program to distribute funds as between jurisdictions responsible for long-term management of the habitat management areas (HMA). Funds provided directly to a jurisdiction or agency shall be restricted to habitat protection.

1.1.5 Capital Improvement Funds: Any CFD Special Taxes not dedicated to Habitat Protection collected and remaining unexpended immediately prior to FORA's dissolution shall be allocated first to funding Habitat Protection, to the extent necessary to meet funding needs, next to the completion of transportation and transit projects under construction as of the date of FORA's dissolution and third to satisfy any reimbursement obligations FORA has to the land use jurisdictions on a pro rata basis.

1.1.6 Other Funds: All funds in FORA's other accounts including land sales revenues, property tax revenues, petty cash, un-deposited checks, and other cash equivalents held by FORA immediately prior to FORA's dissolution shall be applied and distributed according to Section 1.1.5 for funds generated by the CFD Special Tax.

1.1.7 ESCA Reimbursement: An estimated approximately \$6,800,000 in potential reimbursement is available for work to be conducted under the ESCA. Unless otherwise provided in Transition Plan Implementing Agreements entered into by the County of Monterey and the City of Seaside and approved by FORA, all rights under the ESCA including any balance of ESCA funds shall be assigned to the City of Seaside or the County, which shall be deemed the successor to FORA for the purposes of the ESCA; provided, however, that the assignment shall be subject to approval by the Army. In the event that the assignment is not approved by the Army, then whichever jurisdiction(s) is/are acceptable to the Army shall become the successor(s) to FORA for the purposes of the ESCA and all rights under the ESCA shall be deemed assigned to such jurisdiction(s).

1.1.8 Miscellaneous Personal Property: Any of FORA's office furniture and equipment, supplies, and other personal property remaining as of FORA's dissolution shall be transferred to the County of Monterey in trust for prompt sale or disposition in accordance with any applicable rules or requirements for the transfer of surplus property by a California public entity. Any proceeds from such transfer, after payment of reasonable costs incurred by the County related to the sale of the property, shall first be directed to any shortfall in funds available to satisfy liabilities or obligations, including those related to reimbursement agreements and all remaining funds will be allocated first to funding Habitat Protection, to the extent necessary to meet funding needs, next to the completion of transportation and transit projects under construction as of the date of FOR A's dissolution and third to satisfy

any reimbursement obligations FORA has to the land use jurisdictions on a pro rata basis.

1.1.9 Real Property: As of the anticipated date of dissolution of FORA, if not all real property interests owned by FORA will have transferred to the underlying land use jurisdictions, such real property interests shall be transferred to the appropriate underlying land use jurisdiction. Each of the applicable jurisdictions shall be responsible for acquiring any property still held by the Army, including compliance with any federal laws related to such disposition.

1.1.10 Insurance Policies: FORA is insured under those policies of insurance referenced in Exhibit A attached hereto and incorporated by this reference. Except to the extent specifically provided to the contrary in this Transition Plan in Section 4, FORA shall not keep any of such policies of insurance in force beyond the date of FORA's dissolution, but nor shall FORA cancel any policies that may have terms extending beyond the FORA dissolution date.

1.2 Liabilities and Assignment Thereof:

FORA's principal liabilities and obligations include the following:

1.2.1 Unfunded Pension Liability under CalPERS Contract: Based on the latest available communication from CalPERS, FORA's unfunded terminated agency liability is anticipated to range from \$7,793,230 to \$9,333,172.¹ FORA staff shall take such action as is necessary to cause CalPERS to issue an actuarial analysis of FORA's unfunded terminated agency liability not less than six (6) months prior to the anticipated dissolution of FORA. By this Transition Plan FORA commits that if there is a shortfall between the amount of the actuarial analysis and the amounts in the Section 115 Trust to retire all the liability FORA shall expend and encumber such additional funds as are necessary to fully discharge this liability, including without limitation by applying monies on hand in the FORA accounts (and thereby assure that FORA's member jurisdictions and any successor(s) to FORA are not exposed to liability for any unfunded pension liability relating to the CalPERS contract following FORA's dissolution). If FORA determines that funds on hand are insufficient and that FORA needs to encumber future property tax revenues pursuant to Health and Safety Code Section 33492.71 to fund the liability, FORA shall at least six (6) months prior to its dissolution prepare and provide to the member jurisdictions a financing plan for the use of the property tax revenues which plan has been approved by the County of Monterey Auditor-Controller in order to provide assurances to the member jurisdictions that the property tax revenues will be available and disbursed for the purpose of funding the CalPERS unfunded pension liability. CalPERS is able to enter into a payment plan not to exceed five (5) years to satisfy such liability.

1.2.2 Habitat Funds: See Section 1.1.4 hereinabove.

¹ Note, these amounts do not include approximately \$1.6M in payments not yet posted to the CalPERS numbers and will be refined upon receiving the CalPERS final actuarial analysis.

1.2.3 ESCA Reimbursement: In order to obtain reimbursement under the ESCA, the work described therein must be performed. Unless otherwise provided in Transition Plan Implementing Agreements entered into by the County of Monterey and the City of Seaside and approved by FORA, all liabilities and obligations under the ESCA shall be assigned to the County, which shall be deemed the successor to FORA for the purposes of the ESCA; provided, however, that the assignment shall be subject to approval by the Army. In the event that the assignment is not approved by the Army, then whichever jurisdiction(s) is/are acceptable to the Army shall become the successor(s) to FORA for the purposes of the ESCA and all liabilities and obligations under the ESCA shall be deemed assigned to such jurisdiction(s).

1.2.4 Other Contracts and Agreements: Attached as Exhibit B to this Transition Plan are references to existing contracts to which FORA is a party that create liabilities for FORA (**contract review is still underway to determine which contracts create liabilities and which contract terminate upon FORA dissolution**). Some of these contracts, documents or commitments may be completed, revised, replaced, or superseded prior to the dissolution of FORA. FORA staff shall endeavor to keep Exhibit B current and shall provide quarterly updates to the Board regarding any changes. To the extent that FORA has assets available, prior to dissolution, FORA shall satisfy the monetary obligations created by those contracts listed on Exhibit B which include monetary liabilities. If there are ongoing non-monetary obligations under any of the contracts listed in Exhibit B or if there are monetary obligations that cannot be met prior to FORA's dissolution, FORA will work with the contracting parties to discharge the obligations, terminate the contracts or identify an appropriate assignee and negotiate the terms of an assignment of the obligations. FORA, as of the date of the approval of this Transition Plan, shall refrain from entering into new contractual obligations unless such obligations can be fully completed within the remaining term of FORA's existence and with funds that FOR A currently has on hand or that FORA can with a reasonable certainty determine will be available prior to FORA's dissolution.

1.2.5 Late Discovered Items: To the extent that any contractual obligation is discovered during the LAFCO review and/or implementation of this Transition Plan or a Transition Plan Implementing Agreement, those contractual obligations shall be addressed in accordance with the procedures set forth in Section 1.2.4 above.

Section 2 Obligations

2.1 Base Reuse Obligations:

FORA adopted a Base Reuse Plan that was designed to guide the reuse of Fort Ord in a manner that benefitted the region while addressing the resource constraints associated with redevelopment of the Base. All of the land use jurisdictions have or will have general plans which have been found consistent with the Reuse Plan. All of the property transferred from FORA is subject to a covenant running with the land that requires that the property be developed subject to the, the policies and programs of the Reuse Plan, including the Master Resolution, the applicable general plan and land use ordinances of

the local governmental entity and that the properties comply with CEQA. To the extent that the Reuse Plan constitutes an obligation of FORA, the recorded covenants ensure continued compliance with the Reuse Plan and the Final Environmental Impact Report on the Reuse Plan to the extent applicable to a particular property. Based on the above, the Board finds and determines that the Transition Plan establishes continuity for the Reuse Plan policies and programs.

2.2 Transportation and Transit Infrastructure:

For all of those road construction or transit projects in which FORA is not the designated lead agency and that have not been completed by the date of FORA's dissolution, the authority and discretion to generate revenues or solicit revenues from other member agencies and complete construction will rest with the lead agency. For those projects in which FORA is the lead agency and that have not been completed by the date of FORA's dissolution, authority to generate revenue and solicit revenues from other member agencies and to complete construction is assigned by this Transition Plan to the underlying jurisdiction in which the project is situated, unless otherwise provided in a Transition Plan Implementing Agreement approved and executed by the lead agency for the project. Funding for road construction and transit projects may be addressed through the Transition Plan Implementing Agreements, including offsets for a jurisdictions actual construction, participation in a regional traffic impact fee program, contribution agreements with other jurisdictions, receipt of grant funding or implementation of other funding mechanisms but nothing in this Transition Plan or a Transition Plan Implementing Agreement shall interfere with the discretion of a lead agency to determine when and if to fund or construct any particular road or transit project. All road and transit projects will be subject to compliance with applicable law as it exists at the time of project approval and implementation, including compliance with CEQA. CEQA review shall be the responsibility of the lead agency.

2.3 Water and Wastewater:

The Army assigned a portion of its water allocation to the Marina Coast Water District ("MCWD") in the 2001 Assignment of Easements on the Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deeds for Water and Wastewater systems, which assignment required MCWD as Grantee to meet all requirements of the 1993 Annexation Agreement and to implement the non-Army Responsibility Mitigations in the Army's 1993 and 1997 Environmental Impact Statements for the Fort Ord Closure. FORA made water allocations in accordance with its obligations under the EDC MOA to ensure a fair and equitable water supply to all property recipients. As part of the Transition Plan, the Board recommends that MCWD use the water allocations made by FORA for each land use jurisdiction and that such allocations be documented pursuant to agreements between MCWD and the land use jurisdictions. Such agreements should address proportionate reduction or increase in any allocation in the event of a reduction or increase in the water supply resulting from MCWD complying with its obligations under the 1993 Annexation Agreement and the implementation of the Non-Army Responsibility Mitigations referenced above. Such agreements may include a process for recipients to transfer allocations subject to the conditions and requirements set forth in such agreements.

In addition, the Board finds that recognizing MCWD's authority and discretion to finance planned non-potable water augmentation project, water infrastructure and wastewater infrastructure is appropriate at FORA's dissolution.

2.4 Building Removal. FORA, prior to its dissolution, shall complete those building removal projects for which it has assumed responsibility and for which it has funds available

Section 3 CEQA:

3.1 California Environmental Quality Act:

Adoption of this Transition Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility that the adoption of the Transition Plan may have a significant effect on the environment. The activities authorized by this Transition Plan do not involve the physical design, development, or construction of residential or nonresidential structures or any modification of land. Accordingly the adoption of the Transition Plan would result in no physical change to the environment. The Board hereby finds and determines that in adopting this Transition Plan as required by Government Code section 67700 FORA is addressing the allocation of FORA's assets, liabilities and obligations in advance of FORA's ultimate dissolution without (a) amending any contemplated or approved land uses within the former Fort Ord, (b) abandoning or altering any CEQA Mitigations required as a part of the adoption of the Reuse Plan, (c) changing the Reuse Plan itself, (all of which may be collectively referred to herein as the "FORA Program"). Nothing in this Transition Plan is intended to change any part of the FORA Program that would have any impact on the environment. Following FORA's ultimate dissolution, any changes to the FORA policies and programs or any part thereof will be made by the respective land use jurisdiction(s) and any successor(s) to FORA, which entities retain full discretion with respect to approvals for any changes to the FORA policies and programs and which entities will be responsible for compliance with all applicable laws, including but not limited to CEQA. Accordingly, the Board hereby finds and determines that this Transition Plan is not a project under CEQA and/or is exempt as a mere change in the organization of governmental agencies which does not change the geographical area in which previously existing powers were exercised.

Section 4 Insurance:

4.1 Transition Plan Insurance:

FORA staff is directed to explore the availability and cost of a policy of insurance providing coverage for litigation that may arise against FORA, FORA's member jurisdictions, and/or LAFCO in connection with this Transition Plan, the assignments made pursuant hereto, the dissolution of FORA, or the designation of one or more entities as successor(s) to FORA and to report the results of such investigation to the Board no later than March 2019. The Board reserves the right to obtain such an insurance policy if it provides appropriate coverage and is not cost prohibitive in the judgment of the Board.

4.2 Tail Coverage:

FORA staff is directed to explore the availability and cost of an endorsement, rider, or policy of insurance extending the reporting period and coverage of existing insurance policies, including general liability, workers compensation and premises liability insurance for the benefit of FORA's member jurisdictions and any successor(s) to FORA and to report the results of such investigation to the Board no later than March 2019. The Board reserves the right to obtain such an insurance policy if it provides appropriate coverage and is not cost prohibitive in the judgment of the Board.

Section 5 Transition Plan Implementing Agreements:

5.1 Transition Plan Implementing Agreements:

In order to continue to foster regional cooperation and completion of the FORA program, the Board recommends that the land use jurisdictions may enter into one or more Transition Plan Implementing Agreement addressing funding for regional impacts and infrastructure related to completion of the redevelopment of the Base which agreements may include revenue sharing and allocation of resources for the benefit of the region. The Board strongly encourages all underlying jurisdictions with future prospective development to form Community Facilities Districts (or adopt substantially similar replacement funding mechanisms) to replace the revenues which would have been raised by the FORA adopted CFD Special Taxes. Additionally, the Board encourages member jurisdictions to include in documents about future projects language which will obligate future development projects to pay a CFD Special Tax (or substantially equivalent replacement fees). The Board also recommends that all land use jurisdictions, prior to FORA's dissolution, adopt the Regional Urban Design Guidelines as applicable to developments at the Base.

Section 6. LAFCO Review:

If LAFCO finds that this Transition Plan does not provide adequate guidance to LAFCO regarding assignment of FORA's assets and liabilities, designation of responsible successor agencies, or identification of remaining obligations in keeping with the requirements of Government Code section 67700, the Board requests that LAFCO return the Transition Plan with LAFCO's identified deficiencies at the earliest possible time (to enable possible further consideration and action by the Board).

NOW THEREFOR, 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 shall be updated by December 30, 2019 following completion of a facilitated process to address outstanding issues, and
2. The Board hereby makes all assignments in accordance with Government Code section 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 pay all LAFCO required processing fees; and

Upon motion by Board member ---- seconded by Board member ---- the foregoing Resolution was passed on this _____ day of December, 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Mayor Ralph Rubio, Chair

ATTEST:

Michael A. Houlemard, Jr., Clerk

GLOSSARY

“Army” means the United States Army.

“Board” means the governing board of the Fort Ord Reuse Authority, as specified in Government Code section 67660.

“CalPERS” means the California Public Employees’ Retirement System.

“CEQA” means the California Environmental Quality Act, as amended to date (Public Resources Code section 21000 and following).

“CFD” means a Community Facilities District within the former Fort Ord formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended to date (Government Code section 53321 and following).

“CFD Special Taxes” means the special taxes collected through the Community Facilities District on properties to be developed within the former Fort Ord.

“CIP” means a Capital Improvement Program adopted by the Fort Ord Reuse Authority.

“ESCA” means the Environmental Services Cooperative Agreement entered into between the United States Army and the Fort Ord Reuse Authority, as amended to date.

“FORA” means the Fort Ord Reuse Authority.

“FORA Act” means, collectively, SB 899 and AB 1600 adopted in 1994 and amended in 2012, as codified at (i) Government Code Title 7.85, Chapters 1 through 7, commencing with Section 67650, and (ii) selected provisions of the California Redevelopment Law, including Health and Safety Code Sections 33492 et seq. and 33492.70 et seq.

“FORA Program” has the meaning given in Section 3.1.

“Fort Ord,” including references to the territory or area of Fort Ord or the former Fort Ord, means the geographical area described in the document entitled “Description of the Fort Ord Military Reservation Including Portion of the Monterey City Lands Tract No. 1, the Saucito, Laguna Seca, El Chamisal, El Toro and Noche Buena Ranchos, the James Bardin Partition of 1880 and Townships 14 South, Ranges 1 and 2 East and Townships 15 South, Ranges 2 and 3 East, M.D.B. and M. Monterey County, California,” prepared by Bestor Engineers, Inc., and delivered to the Sacramento District Corps of Engineers on April 11, 1994 or the military base formerly located on such land, as the context requires.

“HCP” means Habitat Conservation Plan.

“LAFCO” means the Monterey County Local Agency Formation Commission.

“Master Resolution” means the collection of administrative rules and regulations adopted by FORA under the Authority Act, as amended. For your convenience link 5 on Exhibit B, is the most recent Master Resolution.

“MCWD” means the Marina Cost Water District.

“Transition Plan Implementing Agreements” means the agreements contemplated to be entered into with the land use jurisdictions to implement the provisions of the Transition Plan.

EXHIBIT A
FOR A LIST OF CONTRACTS

EXHIBIT B
FORA CONTRACTUAL LIABILITIES

1. FORA-UCSC Agreement Concerning Funding of Habitat Management Related Expenses on the Fort Ord Natural Reserve (Item 67) as amended by FORA UCSC FONR Extension of Funding (Item 68) – (Obligates FORA To pay \$75,000 per year to UCSC. Agreement to be assigned to party subject to the approval of UCSC if HCP not complete before FORA expiration.)
2. FORA-County-EG Partners LLC Funding Obligations – provides EG with a land sale credit for certain obligations. If credit is still operative agreement can be assigned to County with County receiving land sales proceeds and giving EG credit.
3. FORA-MCP Reimbursement Agreement (item 73)
4. Marina Redevelopment Agency, Marina Community Partners and FORA MOA on University Villages Building Removal (item 74)
5. FORA-City of Marina Reimbursement Agreement for Abrams, Crescent, 8thStreet and Salinas Road (item 86)– reimbursement of costs up to amount shown in CIP as it may be amended from time to time and only from CFD funds to the extent collected.
6. FORA-County of Monterey reimbursement agreement for Davis Road Improvements (Item 87) FORA to reimburse County of Monterey for Davis Road in the amount of \$9,242,411 but only from CFD fees collected. FORA to set aside .3669 cents of every Transit/Transportation dollar until full amount collected.
7. FORA Reimbursement Agreement Concerning Hwy 68 Operational Improvements (Item 88) – requires FOR A to reimburse TAMC for planning and design costs of \$312,205 for Highway 68. FORA's obligation contingent upon CFD fees being available.
8. FORA MCWD Pipeline Reimbursement Agreement – (Item__) FORA to reimburse MCWD up to \$6,000,000 toward the AWT Phase 1 and product Water Conveyance Facilities of the RUWAP Recycled Project. FORA has sole discretion as to source of funds. Payment schedule is
 - \$1,000,000 in 16-17
 - \$1,600,000 in 17-18
 - \$1,200,000 to \$1,900,000 in 18-19 depending upon real estate market and receipt of land sales and CFD funds
 - \$1,000,000 in 19-20