



San Dieguito River Valley
Regional Open Space Park
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www.sdrp.org

**JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

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Poway City Council

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Supervisor, County of San Diego

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Citizens Advisory Committee

Becky Bartling, Ex Officio
22nd District Agricultural Assoc.

Dick Bobertz
Executive Director

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

**9:30 a.m. – 12:00 p.m.
Friday, February 15, 2013
County Administrative Center
1600 Pacific Highway, Room 302/303
San Diego**

Speaker slips will be available. Please fill out a slip and give it to the Chair prior to the meeting if you wish to speak to an item on the agenda. The Board may take action on any item listed on the Consent or Action agenda.

Introductions and Announcements

Approval of the Minutes of December 14, 2012

Executive Directors Report

Public Comment

This portion of the agenda provides an opportunity for members of the public to address the Board on items of interest within the jurisdiction of the Board and not appearing on today's agenda. Comments relating to items on today's agenda are to be taken at the time the item is heard. Pursuant to the Brown Act, no action shall be taken by the Board on public comment items.

CONSENT

1. Receive and Distribute Audit Report for Year Ending June 30, 2012 (page 3)
2. Award Contract for Phase One Construction of Trailside Open Air Classroom (page 39)

ACTION

3. Election of Officers and Committee Appointments (page 41)
4. Preliminary FY 13/14 Budget Discussion (page 45)
5. Renew JPA Agreement (page 50)

INFORMATION

6. Citizen Science Grant Presentation – Leana Bulay, SDRP Interpretive Ranger
7. Status Reports (Oral)
 - a. River Park Projects
 - i. Status re Lighting on David Kreitzer Lake Hodges Bike/Ped Bridge
 - ii. Santa Ysabel Backcountry Interpretive Center
 - iii. Other

8. Coordination Reports (oral)
 - a. San Dieguito River Valley Conservancy
 - b. Friends of the San Dieguito River Valley
 - c. Volcan Mountain Preserve Foundation
 - d. San Dieguito Lagoon Committee

9. Jurisdictional Status Reports

An opportunity for the Board members to report on actions taken within their jurisdictions to further the park planning process, or on problems which have arisen.

10. Communications

THE NEXT REGULAR JPA MEETING WILL BE APRIL 19, 2013.

If you have any questions, please call Dick Bobertz at (858) 674-2270.

****Due to the high cost of printing and mailing the JPA and CAC agendas, the JPA has converted to an email distribution of both agendas. Please advise the office at 858 674-2270 if you do not have an e-mail address and want other arrangements to be made. **The agenda and minutes are available at no cost on the San Dieguito River Park web site at www.sdrp.org.**

**SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

COUNTY OF SAN DIEGO

ESCONDIDO, CALIFORNIA

AUDIT REPORT

JUNE 30, 2012

DRAFT

**SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

INTRODUCTORY SECTION

JUNE 30, 2012

DRAFT

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
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**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
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**SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

FINANCIAL SECTION

JUNE 30, 2012

DRAFT

INDEPENDENT AUDITORS' REPORT

Board of Directors
San Dieguito River Valley Regional Open
Space Park Joint Powers Authority
Escondido, California

We have audited the accompanying financial statements of the governmental activities and major fund of San Dieguito River Valley Regional Open Space Park Joint Powers Authority as of and for the year ended June 30, 2012, which collectively comprise the San Dieguito River Valley Regional Open Space Park Joint Powers Authority's basic financial statements as listed in the Table of Contents. These financial statements are the responsibility of San Dieguito River Valley Regional Open Space Park Joint Powers Authority's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's Minimum Audit Requirements for California Special Districts. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and major fund, of San Dieguito River Valley Regional Open Space Park Joint Powers Authority as of June 30, 2012, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated February 1, 2013, on our consideration of San Dieguito River Valley Regional Open Space Park Joint Powers Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards*, and should be considered in assessing the results of our audit.

INDEPENDENT AUDITORS' REPORT
Page 2

The Management's Discussion and Analysis on pages 4 through 9, and the budgetary comparison information identified as Required Supplementary Information in the table of contents are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquires of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

San Diego, California
February 1, 2013

DRAFT

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
STATEMENT OF NET POSITION
JUNE 30, 2012**

	<u>Governmental Activities</u>
ASSETS:	
Cash in county treasury	\$ 90,734
Cash in revolving fund	300
Investments	785,265
Accounts receivable	107,099
Capital assets:	
Land	33,927,783
Improvements of sites	16,770,671
Furniture and equipment	167,545
Less: accumulated depreciation	<u>(2,626,682)</u>
Total assets	<u>49,222,715</u>
LIABILITIES:	
Accounts payable	11,550
Due within one year	5,501
Due in more than one year	29,850
Total liabilities	<u>46,901</u>
NET POSITION:	
Net investment in capital assets	48,239,317
Unrestricted	936,497
Total net position	<u><u>\$ 49,175,814</u></u>

DRAFT

The accompanying notes are an integral part of this statement.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012**

Functions/Programs	Expenses	Charges for Services	Program Revenues		Net (Expenses), Revenues and Changes in Net Assets
			Operating Grants and Contributions	Capital Grants and Contributions	
					Governmental Activities
Government activities:					
Operations	\$ 1,900,448	\$ -	\$ 1,383,221	\$ -	\$ (517,227)
General administration	9,888	-	-	-	(9,888)
Unallocated depreciation	838,828	-	-	-	(838,828)
Total governmental activities	<u>\$ 2,749,164</u>	<u>\$ -</u>	<u>\$ 1,383,221</u>	<u>\$ -</u>	<u>(1,365,943)</u>
			General revenues:		
			Assessments - members		469,802
			Off track betting (contracted)		22,946
			Investment income		7,058
			Donations		149,332
			Miscellaneous		9,985
			Total general revenues		<u>659,123</u>
			Changes in net position		<u>(706,820)</u>
			Net position - beginning		49,856,617
			Prior period adjustment		26,017
			Net position - ending		<u>\$ 49,175,814</u>

The accompanying notes are an integral part of this statement.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2012**

	<u>General Fund</u>
ASSETS:	
Cash in county treasury	\$ 90,734
Cash in revolving fund	300
Investments	785,265
Accounts receivable	<u>107,099</u>
Total assets	<u><u>\$ 983,398</u></u>
LIABILITIES AND FUND BALANCE:	
Liabilities:	
Accounts payable	\$ 11,550
Total liabilities	<u>11,550</u>
Fund balance:	
Unassigned	<u>971,848</u>
Total fund balance	<u>971,848</u>
Total liabilities and fund balances	<u><u>\$ 983,398</u></u>

DRAFT

The accompanying notes are an integral part of this statement.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE
SHEET TO THE STATEMENT OF NET POSITION
JUNE 30, 2012**

Total fund balances - governmental fund balance sheet	\$	971,848
<p>Amounts reported for governmental activities in the Statement of Net position is different because:</p>		
Capital assets used in governmental activities are not reported in the funds.		48,239,317
Payables for San Diego Credit Union Note which is not due in the current period is not reported in the funds.		(7,174)
Payables for compensated absences which are not due in the current period are not reported in the funds.		(28,177)
		(28,177)
Net position of governmental activities - statement of net position	\$	49,175,814

DRAFT

The accompanying notes are an integral part of this statement.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2012**

	General Fund
Revenues:	
Assessments - members	\$ 469,802
Off track betting (contracted)	22,946
Contracts and grants	1,383,221
Investment income	7,058
Donations	149,332
Miscellaneous	9,985
Total revenues	2,042,344
Expenditures:	
Salaries and benefits	776,674
Auto and travel expense	9,061
Professional and contracted services	1,087,883
Miscellaneous expenses	1,074
Non-capitalized expenses	8,363
Operating expenses	25,153
Debt service:	
Principal	5,181
Interest	603
Total expenditures	1,913,992
Net change in fund balance	128,352
Fund Balance - beginning	817,479
Prior period adjustment	26,017
Fund balance - ending	\$ 971,848

The accompanying notes are an integral part of this statement.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012**

Net change in fund balances - total governmental funds	\$	128,352
<p>Amounts reported for governmental activities in the Statement of Activities ("SOA") are different because:</p>		
The depreciation of capital assets used in governmental activities is not reported in the funds.		(838,828)
Repayment of San Diego Credit Union Note principal is an expenditure in the funds, but is not an expense in the SOA.		5,181
Compensated Absences are reported as the amount earned in the SOA but as the amount paid in the funds.		(1,525)
		(1,525)
Change in net position of governmental activities - statement of activities	\$	(706,820)

DRAFT

The accompanying notes are an integral part of this statement.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

A. Organization

The County of San Diego and the cities of Del Mar, San Diego, Escondido, Poway and Solana Beach formed the San Dieguito River Valley Regional Open Space Park Joint Powers Authority on June 12, 1989. The JPA was created in order to provide a coordinated program to create, preserve and enhance the San Dieguito River Valley Regional Open Space Park for the benefit of the public. As mandated by the Joint Powers Agreement, the JPA's goal is to:

1. Preserve land within the focused planning area of the San Dieguito River Valley as a regional open space greenbelt and park system that protects the natural waterways and the natural and cultural resources and sensitive lands, and provides compatible recreational opportunities that do not damage sensitive lands.
2. Provide a continuous and coordinated system of preserved lands with a connecting corridor of walking, equestrian, and bicycle trails, encompassing the San Dieguito River Valley from the ocean to the river's source.

The focused planning area of the San Dieguito River Park extends from the ocean at Del Mar to Volcan Mountain located north of Julian.

The Board of Directors consists of the following:

1. Two elected members of the governing bodies of the County of San Diego and the City of San Diego appointed by their respective councils.
2. One elected member of the City Council of the cities of Del Mar, Escondido, Poway and Solana Beach appointed by their respective councils.
3. Chairperson of the San Dieguito Citizens Advisory Committee.

B. Summary of Significant Accounting Policies

The accounting policies of the JPA conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The JPA's combined financial statements include the accounts of all its operations. The JPA evaluated whether any other entity should be included in these financial statements. The criteria for including organizations as component units within the JPA's reporting entity, as set forth in GASB Statement No. 14, "The Financial Reporting Entity," as amended by GASB Statement No. 39 "Determining Whether Certain Organizations are Component Units", include whether:

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

B. Summary of Significant Accounting Policies (Continued)

- the organization is legally separate (can sue and be sued in its name)
- the JPA holds the corporate powers of the organization
- the JPA appoints a voting majority of the organization's board
- the JPA is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the JPA
- there is fiscal dependency by the organization on the JPA
- it would be misleading or cause the financial statements to be incomplete to exclude another organization

Based on these criteria, the JPA has no component units. Additionally, the JPA is not a component unit of any other reporting entity as defined by the GASB statement.

2. Implementation of New Accounting Pronouncements

For the fiscal year ended June 30, 2012, the District was required to adopt GASB Statement No. 63 (GASB 63), *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. The objective of this Statement is to provide guidance to include two new classifications separate from assets and liabilities. Amounts reported as deferred outflows of resources are required to be reported in a Statement of Net Position in a separate section following assets. Similarly, amounts reported as deferred inflows of resources are required to be reported in a Statement of Net Position in a separate section following liabilities. In addition, the totals of these two new classifications should be added to the total for assets and liabilities, respectively.

Another change to financial reporting will include new definitions and calculations of former net asset classifications—invested in capital assets, net of related debt, restricted and unrestricted. Invested in capital assets, net of related debt will be titled "Net Investment in Capital Assets." The title of the other two classifications will remain the same. The calculations used in arriving at the balances of the classifications will be similar to what they were before, but each will include the new components of deferred outflow and deferred inflow of resources consistent with the placement of assets and liabilities, respectively.

The District did not have any deferred inflows or outflows of resources at June 30, 2012. The adoption of this pronouncement resulted in a retroactive change in the term "net assets" being changed to "net position" throughout the financial statements.

3. Basis of Presentation, Basis of Accounting

a. Basis of Presentation

Government-wide Statements: The statement of net position and the statement of activities include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. These statements distinguish between the governmental and business-type activities of the JPA. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-Type activities are financed in whole or in part by fees charged to external parties.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

B. Summary of Significant Accounting Policies (Continued)

The statement of activities presents a comparison between direct expenses and program revenues for each function of the JPA's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The JPA does not allocate indirect expenses in the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the JPA's funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major government funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The JPA reports the following major governmental fund:

General Fund. This is the JPA's primary operating fund. It accounts for all financial resources of the JPA except those required to be accounted for in another fund.

Non-Major Governmental Funds:

The JPA does not have any Non-Major Governmental Funds.

b. Measurement Focus, Basis of Accounting

Government-wide and Fiduciary Fund Financial Statements: These financial statements are reported using the economic resources measurement focus. They are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the JPA gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Government Fund Financial Statements: Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The JPA does not consider revenues collected after its year-end to be available in the current period. Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

B. Summary of Significant Accounting Policies (Continued)

Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the JPA incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the JPA's policy to use restricted resources first, then unrestricted resources.

Under GASB Statement No. 20, "Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Propriety Fund Accounting," all proprietary funds will continue to follow Financial Accounting Standards Board (FASB) standards issued on or before November 30, 1989. However, from that date forward, proprietary funds will have the option of either 1) choosing not to apply future FASB standards (including amendments of earlier pronouncements), or 2) continuing to follow new FASB pronouncements unless they conflict with GASB guidance. The JPA has chosen to apply future FASB standards.

4. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

5. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. By state law, the JPA's governing board must adopt a final budget no later than July 1.

These budgets are revised by the JPA's governing board and JPA executive director during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The JPA employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object code. All appropriations lapse at year end.

6. Assets, Liabilities, and Equity

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Depository Insurance Corporation. All cash held by the financial institutions is fully insured or collateralized.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

B. Summary of Significant Accounting Policies (Continued)

The JPA maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other JPAs in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury indicates the amount was less than 1% for the year ended June 30, 2012.

b. Stores Inventories and Prepaid Expenditures

Inventories are recorded using the purchase method in that the cost is recorded as an expenditure at the time individual inventory items are purchased. Inventories are valued at average cost and consist of expendable supplies held for consumption. Reported inventories are equally offset by a fund balance reserve, which indicates that these amounts are not "available for appropriation and expenditure" even though they are a component of net current assets.

c. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated fair value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized. A capitalization threshold of \$5,000 is used.

Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Lives</u>
Buildings	25-50
Improvements of Sites	7-25
Equipment	5-20

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

B. Summary of Significant Accounting Policies (Continued)

d. Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as long-term liabilities of the JPA.

Accumulated sick leave benefits are not recognized as liabilities of the JPA. The JPA's policy is to record sick leave as an operating expense in the period taken since such benefits do not vest nor is payment probable.

e. Deferred Revenue

Cash received for federal and state special projects and programs is recognized as revenue to the extent that qualified expenditures have been incurred. Deferred revenue is recorded to the extent cash received, on specific projects and programs, exceeds qualified expenditures.

f. Fund Balance Reserves and Designations

The JPA has adopted GASB Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*. This Statement defines the different types of fund balances that a governmental entity must use for financial purposes.

GASB 54 requires the fund balance amounts to be properly reported within one of the fund balances categories listed below:

- *Nonspendable*, such as fund balance associated with revolving funds, inventories, prepaids, long-term loans and notes receivable, and property held for resale.
- *Restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.
- *Committed* fund balance classification includes amounts that can be used for the specific purposes determined by a formal action of the Board of Trustees.
- *Assigned* fund balance classification are intended to be used by the entity for specific purposes, but do not meet the criteria to be classified as restricted or committed.
- *Unassigned* fund balance is the residual classification for the entity's general fund and includes all spendable amounts not contained in the other classification.

When the District incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the District's policy to use restricted resources first, then unrestricted resources.

When the District incurs an expenditure or expense for which committed, assigned, or unassigned amounts may be used, it is the District's policy that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

B. Summary of Significant Accounting Policies (Continued)

g. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

h. Classification of Items

Certain items may have been classified differently from one year to another.

C. Compliance and Accountability

1. Finance-Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures," violations of finance-related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

Following are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

<u>Fund Name</u>	<u>Deficit Amount</u>	<u>Remarks</u>
None Reported	Not Applicable	Not Applicable

D. Cash and Investments

1. Cash in County Treasury:

The JPA maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool (\$90,734 as of June 30, 2012). This deficit balance is listed as a liability in the accompanying financial statements.

2. Cash on Hand, in Banks, and in Revolving Fund

Cash balances on hand and in banks (\$0 as of June 30, 2012) and in the revolving fund (\$300 as of June 30, 2012) are insured up to \$250,000 by the Federal Depository Insurance Corporation. All cash held by the financial institution is fully insured or collateralized.

3. Analysis of Specific Deposits and Investments

Cash and Investments as of June 30, 2012, are classified in the accompanying financial statements as follows:

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

D. Cash and Investments (Continued)

Statement of Net Assets:

	Credit Quality Rating		
Cash in county treasury	Not Rated	\$	90,734
Cash in revolving fund	Not Applicable		300
Investments	Not Applicable		785,265
Total		\$	876,299

Cash and Investments as of June 30, 2012, consist of the following:

Cash in county treasury		\$	90,734
Deposits with financial institutions			785,565
Total		\$	876,299

Investments Authorized by the JPA's Investment Policy

The JPA's Board of Directors established an internally managed investment account at Fidelity Brokerage Services with two funds, a growth fund for long term reinvestment and a non-wasting income fund for land management purposes. At June 30, 2012, the principal balance of the JPA's Fidelity ETF combined fund was \$785,565.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

Concentration of Credit Risk

The investment policy of the JPA contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code, which is investments in any one issuer (other than U.S. Treasury Securities, mutual funds, and external investment pools) that represent 5% or more of total JPA investments.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

D. Cash and Investments (Continued)

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of a depository financial institute, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the JPA's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure governmental agency deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

The custodial credit risk for investment is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the JPA's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools.

Investment Accounting Policy

The JPA is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The JPA's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earnings investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investment are reported at fair value unless a legal contract exists which guarantees a higher value.

The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The JPA's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

E. Accounts Receivable

Accounts Receivable as of June 30, 2012, consists of the following:

	General Fund
Contracts and grants	\$ 107,099
Total accounts receivable	\$ 107,099

F. Capital Assets

Capital Assets activity for the year ended June 30, 2012, was as follows:

	Beginning Balances	Additions	Deletions	Ending Balances
Capital assets, not being depreciated:				
Land	\$ 33,927,783	\$ -	\$ -	\$ 33,927,783
Total capital assets, not being depreciated	33,927,783	-	-	33,927,783
Capital assets, being depreciated:				
Improvement of sites	16,770,671	-	-	16,770,671
Furniture and equipment	167,545	-	-	167,545
Total capital assets, being depreciated	16,938,216	-	-	16,938,216
Less accumulated depreciation for:				
Improvement of sites	(1,699,894)	(810,386)	-	(2,510,280)
Furniture and equipment	(87,960)	(28,442)	-	(116,402)
Total accumulated Depreciation	(1,787,854)	(838,828)	-	(2,626,682)
Total capital assets, being depreciated, net	15,150,362	(838,828)	-	14,311,534
Capital assets, net of depreciation	\$ 49,078,145	\$ (838,828)	\$ -	\$ 48,239,317

Depreciation was charged to functions as follows:

Unallocated depreciation	\$ 838,828
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**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

G. Long-Term Obligations

1. Long-Term Obligation Activity

Long-term obligations include debt and other long-term liabilities. Changes in long-term obligations for the year ended June 30, 2012, are as follows:

<u>Governmental Activities</u>	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Amounts Due Within One Year</u>
San Diego Credit Union Note	\$ 12,355	\$ -	\$ (5,181)	\$ 7,174	\$ 5,501
Compensated Absences*	26,652	1,525	-	28,177	-
Total Governmental Activities	<u>\$ 39,007</u>	<u>\$ 1,525</u>	<u>\$ (5,181)</u>	<u>\$ 35,351</u>	<u>\$ 5,501</u>

* Because of the nature of compensated absences and uncertainty over when vacations will be taken, a statement of debt service requirements to maturity for compensated absences has not been presented.

2. San Diego Credit Union Note

On November 7, 2007, the JPA took out a note from San Diego Credit Union in the amount of \$23,607. This note is secured by a 2008 Toyota Tacoma Truck. This note calls for 72 monthly principal payments of \$482 with interest at 5.99%. The note matures in September 2013.

The annual requirements to amortize the San Diego Credit Union Note, outstanding as of June 30, 2012, are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	\$ 5,501	\$ 277	\$ 5,778
2014	1,673	18	1,691
	<u>\$ 7,174</u>	<u>\$ 295</u>	<u>\$ 7,469</u>

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

H. Operating Leases

The JPA has entered into operating leases for office space and a copier with lease terms in excess of one year. These agreements contain a purchase option. Future minimum lease payments under these agreements are as follows:

Year Ending June 30,	
2013	\$ 2,793
2014	<u>937</u>
	<u>\$ 3,730</u>

The JPA will receive no sublease rental revenues nor pay any contingent rentals associated with these leases. Total lease payments for the year ended June 30, 2012, was \$2,793.

I. Employee Retirement Systems

The JPA has entered into an agreement whereby all permanent employees who work twenty (20) or more hours per week are eligible to participate in the San Diego County Employees Retirement System (SDCERA).

Plan Description

The SDCERA administers a single-employer defined benefit pension plan which provides retirement, disability, and death benefits for plan members and beneficiaries pursuant to the County Retirement Law of 1937 enacted and amended by the State legislature. The plan integrated with the Federal Social Security System. Cost-of-living adjustments are provided to members and beneficiaries at the discretion of the SDCERA Board of Retirement. SDCERA issues a publicly available financial report that includes financial statements and required supplementary information for the pension plan. The financial report may be obtained by writing to the San Diego County Employees Retirement Association, 1495 Pacific Highway, Suite 400, San Diego, California 92101 or by calling (619) 515-6800.

Funding Policy

State statutes require member contributions to be actuarially determined to provide a specific statutory level of benefit. Member contribution rates as a percentage of salary vary according to age at entry, benefit tier level, and certain negotiated contracts which provide for the County to pay a portion of the employees' contribution. Participant's contribution rates expressed as a percentage of salary varies from 9.03% to 14.05% based on the age at the time entry. The JPA is required to contribute at an actuarially determined rate; the current rate is 21.49%.

The JPA carries commercial insurance to cover various risks of loss related to limited torts; theft of, damage to and destruction of assets; errors and omissions and natural disasters.

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

Health care coverage is provided to qualified employees through a plan with the County of San Diego. Workers Compensation coverage is provided to the JPA through the Special District Risk Management Authority.

J. Endowment Funds

At June 30, 2012, the JPA had four (4) endowment funds. The endowments were established at three different foundations whereby the JPA irrevocably donated funds to the foundations with the JPA to receive the net investment income. The principal of the endowments are the property of the foundations and are not reflected in the JPA's financial statements. The purpose of the endowments and the market value at June 30, 2012, including the amounts available for distribution to the JPA are as follows:

1. Rancho Santa Fe Foundation – Agreement dated September 9, 2003. The purpose of the fund is to provide funds for repair or replacement of the portion of the Coast to Crest Trail built by Crosby at Rancho Santa Fe within the 100-year floodplain. The balance of the fund at June 30, 2012, is \$47,146.
2. Rancho Santa Fe Foundation – Agreement dated July 27, 2004. The purpose of the fund is to maintain and preserve certain parcels on Bernardo Mountain. The balance of the fund at June 30, 2012, is \$536,133.
3. Del Mar Foundation – Agreement dated April 8, 2004. The purpose of the fund is to provide for the future physical maintenance and management of the San Dieguito Lagoon from the Pacific Ocean to El Camino Real. The balance of the fund at June 30, 2012, is \$538,918.
4. San Diego Community Foundation - Agreement dated May 7, 1997. The purpose of the fund is to support the operations and programs of the San Dieguito River Park. The balance of the fund at June 30, 2012, is \$561,135.

K. Federal and State Grants

The JPA has been awarded grants from the State of California and the Federal Government to fund land purchases in the San Dieguito River Valley. The State of California and the Federal Government both reserve certain rights with respect to all such land acquired using these funds.

L. Commitments and Contingencies

State and Federal Allowances, Awards, and Grants

The JPA has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grant, it is believed that any required reimbursement will not be material.

M. Prior Period Adjustment

A prior period adjustment of \$26,017 in the statement of activities, is due to an understatement of accounts receivable as of June 30, 2011.

**SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

REQUIRED SUPPLEMENTARY INFORMATION SECTION

JUNE 30, 2012

DRAFT

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2012**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues:				
Assessments - members	\$ 475,329	\$ 475,329	\$ 469,802	\$ (5,527)
Off track betting	35,000	35,000	22,946	(12,054)
Contracts and grants	1,433,496	1,464,714	1,383,221	(81,493)
Investment income	5,000	5,000	7,058	2,058
Donations	3,000	3,000	149,332	146,332
Miscellaneous	7,125	7,125	9,985	2,860
Total revenues	<u>1,958,950</u>	<u>1,990,168</u>	<u>2,042,344</u>	<u>52,176</u>
Expenditures				
Salaries and benefits	770,946	770,946	776,674	(5,728)
Auto and travel expense	11,800	11,800	9,061	2,739
Professional and contracted services	1,102,268	1,133,486	1,087,883	45,603
Operating expenses	73,936	73,936	40,374	33,562
Total expenditures	<u>1,958,950</u>	<u>1,990,168</u>	<u>1,913,992</u>	<u>76,176</u>
Excess (deficiency) of revenues over (under) expenditures	-	-	128,352	128,352
Net change in fund balance	-	-	128,352	128,352
Fund balance - beginning	817,479	817,479	817,479	-
Prior period adjustment	-	-	26,017	26,017
Fund balance - ending	<u>\$ 817,479</u>	<u>\$ 817,479</u>	<u>\$ 971,848</u>	<u>\$ 154,369</u>

**SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

OTHER SUPPLEMENTARY INFORMATION SECTION

JUNE 30, 2012

DRAFT

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
ORGANIZATION
JUNE 30, 2012**

The Board of Directors for the year ended June 30, 2012, was comprised of the following members:

Board of Directors		
Name	Office	Agency
Olga Diaz	Chair	Escondido City Council
Jim Cunningham	Vice-Chair	Poway City Council
Don Mosier	Director	Del Mar City Council
Lesa Heebner	Director	Solana Beach City Council
Carl DeMaio	Director	San Diego City Council
Dianne Jacob	Director	County of San Diego
Pam Slater-Price	Director	County of San Diego
Sherri Lightner	Director	San Diego City Council
Tom Golich	Director	Citizens Advisory Committee
Becky Bartling	Ex Officio	22nd District Ag. Association

Administration	
Name	Position
Richard Bobertz	Executive Director
Susan Carter	Deputy Director

**SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

OTHER INDEPENDENT AUDITORS' REPORTS SECTION

JUNE 30, 2012

DRAFT

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Directors
San Dieguito River Valley Regional Open
Space Park Joint Powers Authority
Escondido, California

We have audited the financial statements of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, as of and for the fiscal year ended June 30, 2012, and have issued our report thereon dated February 1, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of San Dieguito River Valley Regional Open Space Park Joint Powers Authority is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered San Dieguito River Valley Regional Open Space Park Joint Powers Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Dieguito River Valley's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness San Dieguito River Valley Regional Open Space Park Joint Powers Authority's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Page 2

Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Dieguito River Valley Regional Open Space Park Joint Powers Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of Management, the Audit/Finance Committee, others within the entity, the Board of Directors, and federal awarding agencies and pass-through entities, where applicable, and is not intended to be and should not be used by anyone other than these specified parties.

San Diego, California
February 1, 2013

DRAFT

**SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

FINDINGS AND RECOMMENDATIONS SECTION

JUNE 30, 2012

DRAFT

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2012**

A. Summary of Auditors' Results

1. Financial Statements

Type of auditors' report issued: Unqualified

Internal control over financial reporting:

One or more material weaknesses identified? Yes X No

One or more significant deficiencies identified that are not considered to be material weaknesses? Yes X None Reported

Noncompliance material to financial statements noted? Yes X No

2. Federal Awards

Internal control over major programs:

One or more material weaknesses identified? N/A

One or more significant deficiencies identified that are not considered to be material weaknesses? N/A

Type of auditors' report issued on compliance for major programs: N/A

Any audit findings disclosed that are required to be reported in accordance with Section .510(a) of Circular A-133? N/A

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
Not Applicable	Not Applicable
Dollar threshold used to distinguish between type A and type B programs:	<u> </u> \$300,000
Auditee qualified as low-risk auditee?	<u> </u> N/A

B. Financial Statement Findings

None

C. Federal Award Findings and Questioned Costs

None

D. State Award Findings and Questioned Costs

None

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2012**

<u>Finding/Recommendation</u>	<u>Current Status</u>	<u>Management's Explanation If Not Implemented</u>
None	N/A	N/A

DRAFT

TO: JPA Board

FROM: Staff

SUBJECT: Award Contract for Phase One Construction of Trailside Open Air Classroom

RECOMMENDATION:

Award contract to the lowest responsible bidder.

SITUATION:

A. Summary and Recommendation

On February 6th, the California Coastal Commission approved a Coastal Development Permit for the Trailside Open Air Classroom, a milestone which enables the project to proceed. Staff proposes that construction be done in two phases: the first phase is excavation and grading of the site and creation of the dry streambed/arroyo feature. The first phase will proceed immediately after the contract is awarded at today's meeting because it must be completed by March 15, the beginning of the bird nesting season. The second phase will begin in mid-September after the end of the bird nesting season. It consists of the concrete seating, boulder placement and shade canopy installation. Thirty percent construction documents for phase two have been completed. Those documents will be refined and submitted to the City of San Diego for a building permit. Later this summer, after the building permit has been obtained, staff will advertise for a contractor for phase two and bring the contract to your Board for approval.

Today's action is to award the contract for phase one construction. Invitations to bidders were distributed on January 24th and a pre-bid meeting was held at the site on January 30th. The bid deadline was February 8th. Three contractors bid on the project. The low bidder was Marathon Construction for \$157,777 (Base Bid plus Additive Alternative). The second lowest bidder was Trinity Grading for \$175,652.

JPA staff is recommending that your Board award the contract to Marathon Construction as the lowest responsible bidder for the bid amount of \$157,777 (Base Bid plus Additive Alternative). Staff also recommends that in the event that a contract is not successfully executed with the lowest responsible bidder, that your Board authorize staff to award the contract to the second lowest responsible bidder, Trinity Grading.

CAC RECOMMENDATION:

The CAC did not take an action on this particular item, but has been provided with regular status reports on the project.

FINANCIAL IMPACT:

None. The project construction is funded by grants from the County of San Diego Neighborhood Reinvestment Program at the recommendation of then-Supervisor Slater-Price.

Respectfully Submitted,

Susan Carter
Deputy Director

Agenda Item 3
February 15, 2013

TO: JPA Board

FROM: Staff

SUBJECT: Election of Chair and Vice-Chair for 2013

RECOMMENDATION:

Approve Nominating Committee's Recommendations for JPA Chair and Vice-Chair and Committee Assignments for 2013

SITUATION:

B. Summary and Recommendation

In accordance with JPA Board Rule #1, Election of JPA Board Officers, a nominating committee comprised of Tom Golich, Don Mosier and Sherri Lightner was appointed by Chair Diaz, with Board member Golich named as Chair of the committee. The nominating committee charge was to present to the Board of Directors a proposed slate which includes nominations for the two officers (Chair and Vice-Chair). The recommended slate of officers that the nominating committee is presenting for your Board's review and approval is: Chair: Jim Cunningham, City of Poway, and Vice-Chair: Lesa Heebner, City of Solana Beach.

In addition, your Board appoints members annually to serve on the ad hoc Land Use Committee, Acquisition & Financing Strategies Committee, Budget/Administration/Policy Committee and Wetland Advisory Committee. The proposed list of committee assignments for 2013 is attached. The only difference between this year and last year's, is that there are two new Board members. This list was prepared by substituting the names of the two new Board members in the places filled by the previous members from their agencies. Please review to determine if you are satisfied with your proposed committee assignments.

ALTERNATE ACTIONS

1. Approve the slate of officers recommended by the Nominating Committee.
2. Do not approve the Nominating Committee's slate and elect a slate using an alternate procedure.

Respectfully submitted,

Dick Bobertz
Executive Director

POLICY NO. P95 - 1
ADOPTION DATE: 3/17/95

**POLICY OF THE BOARD OF DIRECTORS OF THE SAN DIEGUITO RIVER
VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

ELECTION OF JPA BOARD OFFICERS

PURPOSE

The San Dieguito River Park Joint Powers Authority (JPA) was formed to create, preserve and enhance the San Dieguito River Valley Regional Open Space Park (Park). The Joint Powers Agreement provides for the Board to select its officers from among the members. The purpose of this policy is to provide direction on the selection of officers.

POLICY

The success of the JPA in fulfilling its functions as authorized by its member agencies and in carrying out its programs to serve the people of San Diego County is in the hands of its Boardmembers and most importantly its officers. Therefore, it is the policy of this Board to select officers who are enthusiastically supportive, willing and able to promote the San Dieguito River Park and its goals and objectives, and to implement the will of the Board.

OFFICERS/TERMS

The Joint Powers Authority officers shall consist of a Chair and a Vice-Chair who will serve one year terms. In January of each year, customarily the Vice-Chair from the previous year will assume the Chair's office. At any time during the year should the Chair resign or be unable to serve in the function of Chair, the Vice-Chair will assume the Chairmanship. An effort shall be made to rotate the Chair and Vice-Chair positions among the various jurisdictions.

NOMINATING COMMITTEE

A nominating committee will be appointed by the Chair in October of each calendar year. The nominating committee shall present to the Board of Directors for their consideration at the next JPA meeting a proposed slate which includes nominations for the two officers and membership on the Land Use Committee, Acquisition and Financing Strategies Committee and the Budget/Administration/Policy Committee. These committees will meet as needed to accomplish the business of the JPA. The Board may accept the recommendations of the nominating committee or amend them by a majority vote.

REMOVAL FROM OFFICE

An officer of the San Dieguito River Park JPA may be removed by a majority vote of the Board of Directors.

**Agenda Item 3
February 15, 2013**

DRAFT JPA AD HOC COMMITTEES, 2013

Land Use Committee

Don Mosier
Dave Roberts
Jim Cunningham
Olga Diaz

1st Alternate: Lesa Heebner
2nd Alternate:

Duties: 1) Review CAC and staff recommendations on pending projects, when warranted. Make project recommendations to JPA Board.
2) Consider planning and environmental issues that relate to the San Dieguito River Park.

Acquisition and Financing Strategies Committee

Lesa Heebner
Dave Roberts
Tom Golich
Jim Cunningham
1st Alternate: Don Mosier
2nd Alternate: Dianne Jacob

Duties: 1) Review staff recommendations and advise staff on property negotiation. Make acquisition recommendations to JPA Board.
2). Serve as “Investment Committee”. Responsibilities as Investment Committee include review of internal and external endowment funds, preparation of annual analysis and report to the Board, and rebalancing of assets in internal fund as appropriate.

Budget/Administration/Policy Committee

Sherry Lightner
Olga Diaz
Don Mosier
Lesa Heebner
1st Alternate: Jim Cunningham
2nd Alternate: Mark Kersey

Duties: 1) Review draft budget and work program and present recommendations to JPA Board
2) Executive Director Performance Review
3) Make recommendations regarding standing or ad hoc committees and membership
4) Review and set JPA policies and by-laws

Wetlands Advisory Committee

David Roberts
Don Mosier
Lesa Heebner
Tom Golich

Agenda Item 3
February 15, 2013

Jacqueline Winterer, Public Member

Duties: Review and recommend policies and plans relating to the restoration of the San Dieguito Lagoon

Agenda Item #4
February 15, 2013

TO: JPA Board
FROM: Staff
SUBJECT: Preliminary FY 13/14 Budget Discussion

RECOMMENDATION:

Review Recommended FY 13/14 Proposed Budget Items and Provide Staff Direction

SITUATION:

During a January 25th meeting with Board members Cunningham and Roberts, the Mayor of the City of San Diego confirmed a positive perspective toward reinstating funding to the River Park in FY13/14. The Mayor committed to including \$254,000 for the River Park in the budget he will propose to the City Council in April. The Mayor took the issues of disputed City charges for the Lake Hodges Bridge Bikeway Project (\$248,216) and deferred City contributions (\$802,346 as of June 30, 2013) under advisement.

When the City of San Diego stopped providing support to the River Park in April, 2010 a number of expenses had to be deferred in addition to staffing cutbacks. Those expenses are listed in the following table and detailed in the following pages. Staff recommends the Board discuss these expenses and provide staff direction regarding inclusion in the FY 13/14 budget should funding become available.

CAC RECOMMENDATION:

This item has not been reviewed by the Citizens Advisory Committee.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachment 1: Table of Deferred Expenses with Notes

TABLE 1: DEFERRED EXPENSES

1. Deferred Maintenance	
a. Invasive Species removal	50,000
b. Reprint educational booklets & maps	8,000
c. Repair and replace interpretive panels	15,000
2. CEQA/Resource Management	
a. Sikes Adobe Master Plan CEQA	25,000
b. Wetland Mitigation, Monitoring	75,000
3. Equipment for Land Management	
Flat-Bed Truck, new Ranger Vehicle (combined with other funds in hand)	50,000
4. Fire Fund Shortfall	
6.25% of Witch Fire loss was not paid by FEMA	46,675
5. GIS Mapping of Watershed/JPA Properties/Habitat	
(software and technician)	16,983
6. Lagoon Ranger Maintenance Bldg/Lagoon Center	
250,000	
7. Reserve	
a. Minimum Reserve per Board Policy	42,265
b. Repay loans borrowed from Endowment Fund	84,098
c. Contribution to Endowment	139,325
Total	802,346

Deferred Expenses

1. Deferred Maintenance

The JPA has not been able to reprint its educational materials, such as the Painted Rocks booklet, or wildlife brochures such as The Birds of Lake Hodges map, or information pieces about the San Dieguito River Park. In each of those cases, the original work was paid for by grants, but reprints are our responsibility. Interpretive panels along most of the trails have been installed over the years. Their design and fabrication was paid by grants, but the ongoing maintenance and repair/replacement is the responsibility of the JPA. The panels in the Piedras Pintadas Trail were the first panels to be installed. They are in very bad conditions, the adhesive has disintegrated, and many of the panels have been vandalized. We would like to repair and/or replace the old panels, and reprint the educational and informational brochures. In addition, invasive plant species is a subject of increasing concern that must be addressed regularly and vigorously. We have had grants in the past that enabled us to tackle tamarisk, arroyo, and pepperweed, all of which are notorious for lowering the water table and increasing fire risk, in addition to their impacts on the native habitat. We would like to continue this work whenever outcroppings of these species are seen in the river valley and not defer it, which lets the outcroppings get out of control.

2. CEQA/Resource Management

In 2011, your Board authorized staff to prepare a Master Plan for the Sikes Adobe Historic Farmstead, with a goal for the site to become self-supporting. A draft of the Master Plan has been prepared, and it contains several revenue-generating components. However, the draft Master Plan cannot be implemented, nor can it be used to apply for grants, until CEQA is done. It is estimated that it will cost \$25,000 to conduct the technical studies (traffic and biology) to produce an EIR or MND as required.

The JPA is responsible for several sites in the lagoon area that the JPA was required to create as mitigation for the treatment ponds and trail. There are ongoing expenses associated with making sure that these sites meet the success criteria required by the California Coastal Commission. We estimate that \$75,000 be allocated to this purpose.

3. Land Management Equipment

A new heavy duty flat-bed truck has been identified by our Rangers as a need for their land management. We propose to purchase this equipment for \$45,000. In addition, as we bring on new Park Rangers because of the need to reach areas our Ranger staff, which was limited during the funding cutback, was not able to patrol and maintain, they will need vehicles for that purpose. We propose to acquire one new regular Ranger truck, using \$5,000 plus \$25,794 in funds provided from the County of San Diego Neighborhood Reinvestment Program at the recommendation of then-Supervisor Pam Slater-Price.

4. Fire Fund Shortfall

When 62% of the San Dieguito River Park burned in the Witch Fire in 2007, FEMA helped us replace the 12 bridges on our trails that were burned, and the retaining walls, benches, kiosks, and signs. FEMA paid 75% of the costs, the State paid 18.75% of the costs and the JPA was responsible for the remaining 6.25% of the costs. The total amount of funding received from FEMA/CAL-EMA was \$746,829. The amount not paid by FEMA/CAL-EMA that the JPA had to pay itself was \$46,675. The fund that the JPA established at the County in 2008 to pay for rebuilding after the fire is negative by that amount. We would like to repay that fund and make it whole.

5. JPA Properties/Habitat Management

The JPA owns 2,976 acres in the San Dieguito River Valley, manages another 300 acres, and manages 36 miles of trails. It is modern practice to use GIS software to map and manipulate multiple layers of information in open space management. Unlike our member agencies, we have very little mapping or GIS capacity. We have an older model of Arc-GIS info software and a student volunteer who has been working diligently to update our systems so that they can provide the information we need, such as inputting polygons for the various Habitat Management Plans we are responsible for. We would like to purchase a new model of Arc-GIS software and contract with a technician to complete the system design.

6. Lagoon Ranger Maintenance Bldg/Wetlands Center

The JPA has an active ranger program at the lagoon, with 2.5 rangers paid for by Southern California Edison for long-term management of the trails program at the lagoon. Until recently, SCE provided office space to the ranger staff. That is ending, and the ranger staff will be officed on an interim basis at the Fairgrounds. We are fortunate to have this space, but an office on the fairgrounds is not an ideal location for the ranger staff or the public. The JPA entered into an agreement with Southern California Edison that will provide the JPA \$4000 per month for 10 years for ranger office space needs at the lagoon. At the end of ten years, there will be no further requirement for SCE to provide any funding for ranger office or storage space. The plan is to leverage this revenue stream from SCE to obtain a construction loan to build a ranger maintenance building that would have room for meeting with volunteers and members of the public, a small wetlab space for Coastal Commission scientists and also a public restroom. Total cost of the desired facility is estimated at \$650,000. The maximum construction loan we could obtain with the SCE revenue stream would be \$400,000. An additional \$250,000 is needed to build the desired facility. We see this facility as part of the overall Lagoon Center, as the open air classroom is as well. These funds could be considered the first deposit toward a capital campaign to build the Lagoon Nature Center.

Agenda Item #4
February 15, 2013

7. Reserve

- a. Policy 10-02, Reserve Fund Policy In May, 2010 the Board adopted a policy to ensure the River Park would have sufficient funds to pay for unanticipated and unbudgeted liabilities such as accrued vacation leave, vehicle replacement or other expenses that could not be postponed. The policy directs that undesignated revenues be placed in the fund until the fund exceeds 1.5 times the value of accrued vacation leave. The current value of accrued vacation leave is \$28,177. Therefore the amount that should be deposited into the reserve account is \$42, 265.
- b. Endowment Fund Loans During the last three budget cycles the board directed that funds from the River Park endowment fund be used to balance the budget with the understanding that those funds would be replaced as soon as funds became available. Endowment funds used to balance the FY10, 11, and 12 budgets total \$84,098.
- c. Endowment Contribution In 2001 the River Park established a policy of adding \$100,000 annually to an endowment fund with the intent that, upon park build-out in approximately 20 years the River Park budget would become stable with any necessary annual increases being generated from the endowment fund. In FY 2009/10 that policy was suspended in recognition of member agency budget problems. The balance of the City of San Diego deferred contributions would allow \$150,000 to be placed in the River Park endowment fund.

Agenda Item #5
February 15, 2013

TO: JPA
FROM: Staff
SUBJECT: Renew JPA Agreement

RECOMMENDATION:

Authorize the Chair to send a letter to the Mayors and City Managers or Chief Executive Officer of the Member Agencies requesting that they expeditiously docket the revised JPA agreement for approval.

Summary and Recommendation:

In December 2011, your Board approved the Ad Hoc Committee recommendation to preliminarily approve the revised JPA agreement and request that each representative take the agreement to their respective legal counsels for input, to be returned subsequently to the JPA for final approval. In the past year since this action was taken, no comments or recommendations for change to the revised JPA agreement have been received. Therefore, staff recommends that your Board formally request the Councils of each member agency (and the Board of Supervisors in the case of the County) to docket the revised JPA agreement for approval.

Background

If the JPA agreement is not renewed, it will expire in June 2014. It was determined that it was timely to move forward with renewal, but to take the opportunity to make changes to the existing agreement to improve it and address issues that had not been addressed in the original. An Ad Hoc Committee comprised of Board members Lightner, Slater-Price, Cunningham and Roberts was tasked with reviewing the existing JPA agreement and to make recommendations for changes to it, as well as to the membership contribution formula. The membership contribution formula was revised by your Board in Spring 2012 in accordance with the recommendations of the Ad Hoc Committee.

Notable changes in the JPA agreement include:

- An annual financial contribution, based on the member agency contribution formula, is included in the revised agreement, with the proviso that if a member agency “elects to not pay its share of the Annual Contribution, the voting rights of such Public Agency shall be suspended until such time as all unpaid Agency Contributions have been made by such Public Agency.”

Agenda Item #5
February 15, 2013

- There is no longer a termination date; the JPA will continue as an independent agency under this agreement as long as any two member agencies agree to continue as members.
- There is a clause that describes a process for distribution of assets and obligations should the JPA ever cease to exist.

Respectfully submitted,

Dick Bobertz,
Executive Director

Attachments:

1. Revised JPA Agreement with Strikeout/Underline
2. Revised JPA Agreement, clean version.

AMENDED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, AND SOLANA BEACH CREATING THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY

This Amended Joint Exercise of Powers Agreement (“Agreement”) amends and replaces, in its entirety, the Joint Exercise of Powers Agreement is hereby made by and between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations, which shall individually or collectively be referred to as “Public Agencies” dated June 12, 1989 (“Original Agreement”). This Agreement is effective as of the date specified in Section 2 below (the “Effective Date”). The term “Original Agreement” includes all amendments to the Original Agreement entered into prior to the Effective Date.

RECITALS

A. Public Agencies are each empowered, pursuant to California Government Code Section 6500, et seq., to exercise their common powers jointly by agreement, including the powers to acquire and hold property, to undertake overall planning for and to plan and design public facilities and appurtenances for park purposes, and to develop, operate and maintain parks.

B. In 1989, Public Agencies exercised their common powers and adopted the Original Agreement, which created the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“Authority”) as an independent agency Public Agencies agree that it is their goal to facilitate the creation, enhancement, preservation and management of create, preserve and enhance the San Dieguito River Valley Regional Open Space Park (hereinafter referred to as “San Dieguito River Park” or “Park”) for the benefit of the public. The Park consists of preserved open space properties, public trails, historic structures and other public recreational facilities and amenities within the boundaries of the Focused Planning Area described in Exhibit A attached hereto and incorporated herein by reference.

C. The initial term of the Original Agreement was for twenty-five years with an option to extend. When the Original Agreement was approved, Public Agencies anticipated continuation of Authority beyond its initial term if Authority successfully carried out the purposes for which it was formed.

D. Authority has successfully carried out its duties as an independent agency since the Effective Date of the Original Agreement and has facilitated the substantial expansion and improvement of the San Dieguito River Park through, among other things: adoption of a River Park Concept Plan; attainment of grant funding for the purchase and preservation of over 2,976 acres of open space lands; formation of cooperative agreements with public agencies and private parties to plan, fund and implement restoration of natural habitats, such as the San Dieguito Wetlands Restoration Project; restoration of historic structures, such as the Sikes Adobe; and, development of public trails, including completion of over thirty-four miles of the Coast-to-

Crest Trail that is planned to extend from the beach in Del Mar to the eastern slope of Voulcaøn Mountain 55 miles to the east. Public Agencies agree that a local agency shall be created to provide a coordinated program for the acquisition, planning, design, plan implementation, operation and maintenance of the Park and such other activities related thereto as determined by this Joint Powers Authority to be appropriate.

E. Public Agencies now desire to amend the Original Agreement to extend its term, incorporate changes done by previous amendments, and incorporate additional changes deemed appropriate at this time into one consolidated agreement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Public Agencies as herein expressed, ~~the~~ Public Agencies agree as follows:

1. PURPOSE. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), relating to the joint exercise of powers common to public agencies. Public Agencies each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise those powers jointly to acquire, plan, design, improve, manage, operate, and maintain natural open space and recreational facilities within the San Dieguito River ~~Valley Regional Open Space~~ Park and to work cooperatively with other entities and individuals to preserve and enhance natural open space and recreational facilities within the Park, which is described in the SANDAG Focused Planning Area map, Attachment A hereto, as amended in accordance with the terms of this agreement, which is hereby incorporated by reference as if fully set forth herein. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth. The goals of the Public Agencies are to exercise such powers in order to:

(a) Preserve land within the ~~focused planning area of the~~ San Dieguito River Valley as a regional open space greenbelt and park system that protects the natural waterways and the natural and cultural resources and sensitive lands, and provides compatible recreational opportunities that do not damage sensitive lands.

(b) Provide a continuous and coordinated system of preserved lands with a connecting corridor of walking, equestrian, and bicycle trails, encompassing the San Dieguito River Valley from the ocean to the river's source.

2. TERM. This agreement shall become effective immediately upon approval by the last of the Public Agencies, and shall continue in full force and effect so long as any two Public Agencies agree to continue as members, unless all Public Agencies agree in writing to an earlier termination date, or for twenty-five years, which ever occurs first. At the end of the twenty-five year terms, Public Agencies may act to continue this agreement in full force and effect for an additional fifty years. Public Agencies shall provide at least ninety days notice of their intent to withdraw from ~~the Joint Powers~~ Authority.

3. CONTINUATION AS AN INDEPENDENT AGENCY AND CONFIRMATION OF EXISTING OBLIGATIONS. Pursuant to Section 6507 of the California Government Code, ~~there is hereby created a public entity known as the “San Dieguito River Valley Regional Open Space Park Joint Powers Authority” herein called “Authority” and said~~ Authority shall continue as a public ~~be an~~ entity separate and apart from the Public Agencies. All lawful and existing agreements of Authority are confirmed and shall continue in full force and effect.

4. BOUNDARIES. The boundaries of the territory within which Authority shall exercise its powers shall be its Focused Planning Area ~~those~~ described in Exhibit Attachment A attached hereto and incorporated herein by reference. ~~The Focused Planning Area~~ Said boundaries may be amended by Authority subject to concurrence by the Public Agencies within whose jurisdiction the proposed boundary change lies. Authority’s actions may extend beyond the Focused Planning Area, provided such actions are related to the Focused Planning Area and the purposes of Authority.

5. BOARD. Authority shall be governed by a board to be known as the “San Dieguito River Valley Regional Open Space Park Board (~~hereinafter called the~~ “Board”). Each member shall serve in it~~his/her~~ individual capacity as a member of the Board. The membership of the Board shall be as follows:

(a) Two (2) elected ~~members~~ of the governing bodies of the County of San Diego and the City of San Diego, appointed by their respective governmental bodies.

(b) One (1) elected member of the City Councils of the cities of Del Mar, Escondido, Poway and Solana Beach, appointed by their respective city councils.

(c) The Chairperson of the San Dieguito Citizens Advisory Committee.

(d) The Board may appoint *ex officio*, non-voting, advisory representatives to sit with the Board in open session.

~~E~~The elected members shall serve at the pleasure of their appointing authority. Each member shall have an alternate which may act in his or ~~her~~ absence, except that *ex officio* Board members shall not have alternates. Alternates shall be chosen in the same manner as regular members except that the alternate to the Chairperson of the San Dieguito Citizens Advisory Committee shall be the Vice Chairperson of that Committee. Any vacancy shall be filled in the same manner as described herein for appointment.

The Board shall select its own Chairperson and Vice Chairperson from among the members.

6. MEETINGS OF THE BOARD.

(a) Regular Meetings. The Board shall conduct regular meetings at least annually and such other times as the Board shall direct or the bylaws specify.

(b) Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

(c) Quorum. A majority of Board members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of at least a majority of the members available in the quorum shall be required for any act of the Board other than adjournment.

7. RULES OF THE BOARD. The Board may adopt, from time to time, bylaws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of Authority. ~~; and cCopies and amendments thereto such bylaws, rules, and regulations shall be filed with the Public Agencies.~~

8. STANDING COMMITTEE. The Board shall appoint a standing committee to be known as the San Dieguito Citizens Advisory Committee (the "Committee") which shall be advisory to the Board. The Committee shall have a Chairperson selected by the Board and a Vice Chairperson selected by the Committee subject to the concurrence of the Board.

9. OFFICERS AND EMPLOYEES OF AGENCY.

(a) Staff. Authority may hire such employees as it may determine necessary. ~~The Public Agencies and the San Diego Association of Governments will staff Authority, until such time as Authority acts to hire or appoint permanent staff.~~

(b) Executive Director. The Board may appoint an Executive Director for Authority, who shall have such duties as prescribed by the Board.

(c) Treasurer. The Treasurer of the Authority shall be the duly appointed and active Treasurer of the County of San Diego serving ex-officio as Treasurer of Authority. The Treasurer shall receive, have the custody of and disburse funds upon the warrant or check-warrant of the Auditor of Authority pursuant to the accounting procedures set forth in Section 15 hereof, and shall make the disbursements required by this aAgreement or to carry out any of the provisions or purposes of this aAgreement. The Treasurer may invest Authority funds in accordance with general law. All interest collected on Authority funds shall be accounted for and posted to the account of such funds.

(d) Auditor. The Auditor of the Authority shall be the duly appointed and acting Auditor of the County of San Diego serving ex-officio as Auditor of Authority. The Auditor shall draw warrants or check-warrants against the funds of Authority in the Treasury when the demands are approved by the Board, or such other persons as may be specifically designated for that purpose. Any fees paid to Auditor for performance of the Auditor's said services shall ~~not~~ be no greater than those normally paid by other entities receiving similar services.

(e) ~~Experts and Other Consultants~~~~Employees~~. Authority may ~~hire~~~~employ~~ such other ~~officers, employees,~~ consultants, advisors, and independent contractors as it may determine necessary (“Contractors”).

(ef) Investment Accounts. The Board has and may continue to authorize its Executive Director to act as Treasurer for specified investment accounts that are held and managed by entities other than the County of San Diego. The Executive Director shall comply with the provisions of Government Code Section 6505.6, including ensuring that any investment accounts are included in annual audits conducted by a certified public accountant.

(fg) Authority shall cause such of its officers and employees to be bonded as required by Auditor.

10. POWERS OF AUTHORITY. Authority shall have the powers:

(a) To acquire, hold and dispose of property by any legal method for Park purposes, to undertake overall planning for and to plan and design the Park, and to take any and all actions necessary to accomplish these ~~purposes. powers.~~ Decisions by Authority to acquire or dispose of real property shall be subject to prior approval of the Public Agencies wherein the property to be acquired or disposed of lies. Prior to acquisition or disposal of real property within the Park by Public Agencies, they shall refer the proposed transaction to Authority for review and recommendation. However, failure of a Public Agency to so refer a transaction shall not affect its validity.

(b) To establish guidelines for and advise Public Agencies on appropriate land uses within the Park.

(c) To review and comment on development proposals submitted to Public Agencies which are within the Park or may have an impact on the Park.

(d) To improve, manage, operate and maintain the Park.

(e) To make and enter into contracts and agreements ~~to~~ carry out its activities.

(f) To employ agents and employees.

(g) To sue and be sued in its own name.

(h) To make applications for and receive grants.

(i) To obtain and invest the proceeds from gifts, donations, bequests and devises.

~~(h)~~—Pursuant to California Government Code Section 6509, the powers of Authority shall be subject to those legal restrictions which the County of San Diego has upon the manner of exercising said power.

11. OPERATION AND MAINTENANCE. Authority shall operate, manage and maintain all Park properties and facilities it owns, leases or is contractually obligated to operate, maintain and/or manage, such as conservation easement and public trail areas. In addition, Authority may assist with maintenance and management of additional Park properties and facilities pursuant to terms and conditions it deems appropriate~~provide for operation and maintenance of the Park. For an initial period, as determined by Authority, Authority shall contract with the County of San Diego through its Department of Parks and Recreation to operate and maintain the Park. Authority shall audit and evaluate County's performance after said initial period and as necessary to determine whether the County should continue to perform this function.~~

12. CONDITIONAL POWERS. Subject to unanimous agreement of Public Agencies, Authority shall have the power to issue bonds and levy assessments under any assessment district act or impact fee provisions authorized by State law.

13. BUDGET. Authority shall prepare and adopt an annual budget prior to the beginning of each fiscal year. The “fiscal year” for Authority shall be coterminous with that of the County of San Diego.

14. FUNDING.

~~_____Funding for Authority may come from any lawful source approved by the Board, provided that Authority shall not solicit or accept funding that has conditions or requirements that are inconsistent with the purposes of Authority. Funding sources include, but are not limited to:~~

~~(a) Authority shall fund its activities by and is authorized to expend Satellite Wagering Funds which are available to Authority to carry out its activities.~~

~~(b) Authority is empowered to make applications for and receive gGrants from governmental or private sources for its activities.~~

~~(c) Contributions by Public Agencies. Public Agencies may, but shall not be required to contribute money, office space, furnishings, equipment, supplies, or services as may be necessary.~~

~~(d) Authority may receive gGifts, donations, bequests and devises of all kinds and descriptions, and perform any and all legal acts in regard thereto as may be necessary or advisable to advance the objects and purposes of the Authority and to apply the principal and interest of such gifts, donations, bequests and devises as may be directed by the donor, or as the Board of the Authority may determine in the absence of such direction.~~

(e) ~~Authority may collect and expend r~~Revenues generated from Park operations and activities.

15. ANNUAL CONTRIBUTION OF FUNDS BY PUBLIC AGENCIES.

(a) The Board shall establish a funding contribution amount for each fiscal year (“Annual Contribution”). The Annual Contribution shall be based upon the Board’s determination of funding required for the fiscal year after taking into account other available resources such as income from endowment funds, user fees or other income. The Annual Contribution may also include additional sums to be added to one or more endowments established by Authority for the purpose of generating income to pay for the long term operation of the San Dieguito River Park.

(b) Each of the Public Agencies shall then contribute the following percentage of the total Annual Contribution (“Agency Contribution”): County of San Diego %; City of San Diego %; City of Del Mar %; City of Escondido %; City of Poway %; City of -Solana Beach %. Agency Contributions are based upon the total population of each Public Agency and the amount of acreage each has within the Focused Planning Area. Every ten years, after new CENSUS information is made available, Agency Contribution amounts shall be reviewed, and if appropriate, be adjusted by the Board to reflect any changes in population or acreage within the Focused Planning Area, subject to approval of at least six Board Members.

(c) If any such Public Agency elects to not pay its share of the Annual Contribution, the voting rights of such Public Agency shall be suspended until such time as all unpaid Agency Contributions have been made by such Public Agency. Such Public Agency may continue to sit on the Board but in an ex-officio, non-voting capacity.

165. FUNDS DEPOSITED IN COUNTY TREASURY. Except for investment accounts authorized by the Board, tThe Treasury of the County of San Diego shall be the depository of the funds of Authority and the Treasurer shall receive and have custody of Authority funds.

176. RECORDS AND ACCOUNTS – CHARGE FOR SERVICES.

(a) Authority shall be strictly accountable for all Authority funds.

(b) Authority shall cause to be kept proper books of records and accounts in which a complete and detailed entry shall be made of all its transactions, including all receipts and disbursements. Authority shall establish and maintain Aaccounting systems ~~shall be established and maintained in a manner~~ consistent with State laws and with rules and regulations of the State Controller as required by the Auditor. Such aid books shall be subject to inspection at any reasonable time by the duly authorized representatives of Public Agencies.

(c) Authority shall cause a single annual audit of ~~its the~~ accounts and records ~~of Authority~~ to be performed as provided in Sections 6505, 6505.1 and 6505.5 of the California

Government Code. Within eight ~~(8)~~ months after the close of each fiscal year, a financial statement for such fiscal year shall be provided to the Public Agencies.

(d) The County of San Diego shall determine the charges, if any, to be made against Authority for the services of the Treasurer, the Auditor and other County officers and employees rendered pursuant to this Agreement.

187. LIABILITY OF PARTIES. Pursuant to the authority of Section 6508.1 of the California Government Code, the debts, liabilities, ~~and or~~ obligations, of Authority shall be solely the debts, liabilities and obligations of Authority and not the Public Agencies.

198. DISPOSITION OF ASSETS. At the termination of this Agreement, accrued and existing liabilities shall be paid to the extent funds for such purposes are available. Restricted funds, such as funds in endowments that are for specific purposes, shall only be used for the authorized purpose and not for any other general debt or liability. After payment of existing debts and liabilities with available funds has been completed, the remaining liabilities and assets of Authority shall be divided among Public Agencies, past and present, as agreed, or if no agreement is reached, divided all property of Authority, both real and personal, including all funds on hand, after payment of all liabilities, costs, expenses, and charges validly incurred under this agreement, shall be returned to the between the respective Public Agencies as nearly as possible in proportion to the contributions, if any, made by each during the term of the Original Agreement and this Agreement.

2019. NOTICES. Notices hereunder shall be sufficient if delivered to:

COUNTY OF SAN DIEGO (Address)
Attn: _____
1600 Pacific Highway
San Diego, California 92101

CITY OF DEL MAR (Address)
Attn: _____
1050 Camino del Mar
Del Mar, California 92014

CITY OF ESCONDIDO (Address)
Attn: _____
201 North Broadway
Escondido, California 92025

CITY OF POWAY (Address)
Attn: _____
13325 Civic Center Drive
Poway, California 92064

CITY OF SAN DIEGO (Address)

Attn: _____
202 C Street
San Diego, California 92101

CITY OF SOLANA BEACH (Address)
Attn: _____
635 South Highway 101
Solana Beach, California 92075

210. MISCELLANEOUS. The paragraph headings ~~herein~~ this Agreement are for convenience only and are not to be construed as modifying or governing the language in the paragraph referred to. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

~~221. OPERATING MEMORANDA. To preserve a reasonable degree of flexibility, many parts of this agreement Agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which may further define the rights and obligations of the parties hereto.~~

22. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors to the Public Agencies.

23. PARTIAL INVALIDITY. If any ~~one or more of the~~ terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

24. FILING OF NOTICE OF AGREEMENT. Within 30 days after this Agreement becomes effective pursuant to paragraph 2 above, the SANDAG Executive Director shall file with the Secretary of State the Notice of Agreement required by Government Code Section 6503.5.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior communications, representations, statements, understandings, and agreements. This Agreement may not be amended, nor may any portion of it be waived, unless such amendment or waiver is in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, ~~the parties hereto have duly executed this aAgreement, is executed by the City of Escondido, the City of Poway, and the City of San Diego, acting by and through their City Managers, pursuant to Resolutions No. 89-193, No. 89-072, and No. 273718 respectively, by the City of Del Mar and City of Solana Beach acting by and through their City Managers, pursuant to Minute action of April 10, 1989, Item 9N-1 c (confirmed by Resolution No. 89-49) and Minute action of May 1, 1989, Item 7, respectively, and by the County of San~~

~~Diego, acting by and through the County Board of Supervisors, pursuant to Minute Order No. 56, authorizing such execution.~~

~~Dated this 12th day of June, 1989~~

CITY OF SAN DIEGO

~~Approved as to form and legality this
15th day of August, 1989
JOHN W. WITT, City Attorney~~

By: _____

Dated _____

~~City Manager~~Mayor

By

Deputy City Attorney

CITY OF SOLANA BEACH

By: _____
City Manager

Dated _____

CITY OF DEL MAR

By: _____
City Manager

Dated _____

CITY OF POWAY

By: _____
City Manager

Dated _____

CITY OF ESCONDIDO

By: _____

City Manager

Dated _____

COUNTY OF SAN DIEGO

~~Approved and/or authorized by the Board of
Supervisors of the County of San Diego~~

5-1-89

By:

Dated

Clerk of the Board of Supervisors

**AMENDED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY,
SAN DIEGO, AND SOLANA BEACH CREATING THE SAN DIEGUITO RIVER
VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY**

This Amended Joint Exercise of Powers Agreement (“Agreement”) amends and replaces, in its entirety, the Joint Exercise of Powers Agreement between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations, which shall individually or collectively be referred to as “Public Agencies” dated June 12, 1989 (“Original Agreement”). This Agreement is effective as of the date specified in Section 2 below (the “Effective Date”). The term “Original Agreement” includes all amendments to the Original Agreement entered into prior to the Effective Date.

RECITALS

A. Public Agencies are each empowered, pursuant to California Government Code Section 6500, et seq., to exercise their common powers jointly by agreement, including the powers to acquire and hold property, to undertake overall planning for and to plan and design public facilities and appurtenances for park purposes, and to develop, operate and maintain parks.

B. In 1989, Public Agencies exercised their common powers and adopted the Original Agreement, which created the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“Authority”) as an independent agency to facilitate the creation, enhancement, preservation and management of the San Dieguito River Valley Regional Open Space Park (“San Dieguito River Park” or “Park”) for the benefit of the public. The Park consists of preserved open space properties, public trails, historic structures and other public recreational facilities and amenities within the boundaries of the Focused Planning Area described in Exhibit A attached hereto and incorporated herein by reference.

C. The initial term of the Original Agreement was for twenty-five years with an option to extend. When the Original Agreement was approved, Public Agencies anticipated continuation of Authority beyond its initial term if Authority successfully carried out the purposes for which it was formed.

D. Authority has successfully carried out its duties as an independent agency since the Effective Date of the Original Agreement and has facilitated the substantial expansion and improvement of the San Dieguito River Park through, among other things: adoption of a River Park Concept Plan; attainment of grant funding for the purchase and preservation of over 2,976 acres of open space lands; formation of cooperative agreements with public agencies and private parties to plan, fund and implement restoration of natural habitats, such as the San Dieguito Wetlands Restoration Project; restoration of historic structures, such as the Sikes Adobe; and, development of public trails, including completion of over thirty-four miles of the Coast-to-Crest

Trail that is planned to extend from the beach in Del Mar to the eastern slope of Volcan Mountain 55 miles to the east.

E. Public Agencies now desire to amend the Original Agreement to extend its term, incorporate changes done by previous amendments, and incorporate additional changes deemed appropriate at this time into one consolidated agreement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Public Agencies as herein expressed, Public Agencies agree as follows:

1. PURPOSE. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), relating to the joint exercise of powers common to public agencies. Public Agencies each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise those powers jointly to acquire, plan, design, improve, manage, operate, and maintain natural open space and recreational facilities within the San Dieguito River Park and to work cooperatively with other entities and individuals to preserve and enhance natural open space and recreational facilities within the Park. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth. The goals of the Public Agencies are to exercise such powers in order to:

(a) Preserve land within the San Dieguito River Valley as a regional open space greenbelt and park system that protects the natural waterways and the natural and cultural resources and sensitive lands, and provides compatible recreational opportunities that do not damage sensitive lands.

(b) Provide a continuous and coordinated system of preserved lands with a connecting corridor of walking, equestrian, and bicycle trails, encompassing the San Dieguito River Valley from the ocean to the river's source.

2. TERM. This Agreement shall become effective immediately upon approval by the last of the Public Agencies, and shall continue in full force and effect so long as any two Public Agencies agree to continue as members, unless all Public Agencies agree in writing to an earlier termination date. Public Agencies shall provide at least ninety days notice of their intent to withdraw from Authority.

3. CONTINUATION AS AN INDEPENDENT AGENCY AND CONFIRMATION OF EXISTING OBLIGATIONS. Pursuant to Section 6507 of the California Government Code, Authority shall continue as a public entity separate and apart from the Public Agencies. All lawful and existing agreements of Authority are confirmed and shall continue in full force and effect.

4. BOUNDARIES. The boundaries of the territory within which Authority shall exercise its powers shall be its Focused Planning Area described in Exhibit A attached hereto and incorporated herein by reference. The Focused Planning Area may be amended by Authority subject to concurrence by the Public Agencies within whose jurisdiction the proposed

boundary change lies. Authority's actions may extend beyond the Focused Planning Area, provided such actions are related to the Focused Planning Area and the purposes of Authority.

5. BOARD. Authority shall be governed by a board to be known as the San Dieguito River Valley Regional Open Space Park Board (the "Board"). Each member shall serve in its individual capacity as a member of the Board. The membership of the Board shall be as follows:

(a) Two (2) elected members of the governing bodies of the County of San Diego and the City of San Diego, appointed by their respective governmental bodies.

(b) One (1) elected member of the City Councils of the cities of Del Mar, Escondido, Poway and Solana Beach, appointed by their respective city councils.

(c) The Chairperson of the San Dieguito Citizens Advisory Committee.

(d) The Board may appoint *ex officio*, non-voting, advisory representatives to sit with the Board in open session.

Elected members shall serve at the pleasure of their appointing authority. Each member shall have an alternate which may act in his or her absence, except that *ex officio* Board members shall not have alternates. Alternates shall be chosen in the same manner as regular members except that the alternate to the Chair of the San Dieguito Citizens Advisory Committee shall be the Vice Chair of that Committee. Any vacancy shall be filled in the same manner as described herein for appointment.

The Board shall select its own Chair and Vice Chair from among the members.

6. MEETINGS OF THE BOARD.

(a) Regular Meetings. The Board shall conduct regular meetings at least annually and such other times as the Board shall direct or the bylaws specify.

(b) Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

(c) Quorum. A majority of Board members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of at least a majority of the members available in the quorum shall be required for any act of the Board other than adjournment.

7. RULES OF THE BOARD. The Board may adopt, from time to time, bylaws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of Authority.

8. STANDING COMMITTEE. The Board shall appoint a standing committee to be known as the San Dieguito Citizens Advisory Committee (the “Committee”) which shall be advisory to the Board. The Committee shall have a Chair and a Vice Chair selected by the Committee subject to the concurrence of the Board.

9. OFFICERS AND EMPLOYEES OF AGENCY.

(a) Staff. Authority may hire such employees as it may determine necessary.

(b) Executive Director. The Board may appoint an Executive Director for Authority, who shall have such duties as prescribed by the Board.

(c) Treasurer. The Treasurer of the Authority shall be the duly appointed and active Treasurer of the County of San Diego serving ex-officio as Treasurer of Authority. The Treasurer shall receive, have the custody of and disburse funds upon the warrant or check-warrant of the Auditor of Authority pursuant to the accounting procedures set forth in Section 15 hereof, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. The Treasurer may invest Authority funds in accordance with general law. All interest collected on Authority funds shall be accounted for and posted to the account of such funds.

(d) Auditor. The Auditor of the Authority shall be the duly appointed and acting Auditor of the County of San Diego serving ex-officio as Auditor of Authority. The Auditor shall draw warrants or check-warrants against the funds of Authority in the Treasury when the demands are approved by the Board, or such other persons as may be specifically designated for that purpose. Any fees paid to Auditor for performance of the Auditor’s services shall be no greater than those normally paid by other entities receiving similar services.

(e) Experts and Other Consultants. Authority may hire such other consultants, advisors, and independent contractors as it may determine necessary (“Contractors”).

(f) Investment Accounts. The Board has and may continue to authorize its Executive Director to act as Treasurer for specified investment accounts that are held and managed by entities other than the County of San Diego. The Executive Director shall comply with the provisions of Government Code Section 6505.6, including ensuring that any investment accounts are included in annual audits conducted by a certified public accountant.

(g) Authority shall cause such of its officers and employees to be bonded as required by Auditor.

10. POWERS OF AUTHORITY. Authority shall have the powers:

(a) To acquire, hold and dispose of property by any legal method for Park purposes, to undertake overall planning for and to plan and design the Park, and to take any and

all actions necessary to accomplish these purposes. Decisions by Authority to acquire or dispose of real property shall be subject to prior approval of the Public Agencies wherein the property to be acquired or disposed of lies. Prior to acquisition or disposal of real property within the Park by Public Agencies, they shall refer the proposed transaction to Authority for review and recommendation. However, failure of a Public Agency to so refer a transaction shall not affect its validity.

(b) To establish guidelines for and advise Public Agencies on appropriate land uses within the Park.

(c) To review and comment on development proposals submitted to Public Agencies which are within the Park or may have an impact on the Park.

(d) To improve, manage, operate and maintain the Park.

(e) To make and enter into contracts and agreements to carry out its activities.

(f) To employ agents and employees.

(g) To sue and be sued in its own name.

(h) To make applications for and receive grants.

(i) To obtain and invest the proceeds from gifts, donations, bequests and devises.

Pursuant to California Government Code Section 6509, the powers of Authority shall be subject to those legal restrictions which the County of San Diego has upon the manner of exercising said power.

11. OPERATION AND MAINTENANCE. Authority shall operate, manage and maintain all Park properties and facilities it owns, leases or is contractually obligated to operate, maintain and/or manage, such as conservation easement and public trail areas. In addition, Authority may assist with maintenance and management of additional Park properties and facilities pursuant to terms and conditions it deems appropriate.

12. CONDITIONAL POWERS. Subject to unanimous agreement of Public Agencies, Authority shall have the power to issue bonds and levy assessments under any assessment district act or impact fee provisions authorized by State law.

13. BUDGET. Authority shall prepare and adopt an annual budget prior to the beginning of each fiscal year. The "fiscal year" for Authority shall be coterminous with that of the County of San Diego.

14. FUNDING. Funding for Authority may come from any lawful source approved by the Board, provided that Authority shall not solicit or accept funding that has conditions or

requirements that are inconsistent with the purposes of Authority. Funding sources include, but are not limited to:

- (a) Satellite Wagering Funds.
- (b) Grants from governmental or private sources.
- (c) Contributions by Public Agencies.
- (d) Gifts, donations, bequests and devises of all kinds and descriptions.
- (e) Revenues generated from Park operations and activities.

15. ANNUAL CONTRIBUTION OF FUNDS BY PUBLIC AGENCIES.

(a) The Board shall establish a funding contribution amount for each fiscal year (“Annual Contribution”). The Annual Contribution shall be based upon the Board’s determination of funding required for the fiscal year after taking into account other available resources such as income from endowment funds, user fees or other income. The Annual Contribution may also include additional sums to be added to one or more endowments established by Authority for the purpose of generating income to pay for the long term operation of the San Dieguito River Park.

(b) Each of the Public Agencies shall then contribute the following percentage of the total Annual Contribution (“Agency Contribution”): County of San Diego %; City of San Diego %; City of Del Mar %; City of Escondido %; City of Poway %; City of Solana Beach %. Agency Contributions are based upon the total population of each Public Agency and the amount of acreage each has within the Focused Planning Area. Every ten years, after new CENSUS information is made available, Agency Contribution amounts shall be reviewed, and if appropriate, adjusted by the Board to reflect any changes in population or acreage within the Focused Planning Area, subject to approval of at least six Board Members.

(c) If any such Public Agency elects to not pay its share of the Annual Contribution, the voting rights of such Public Agency shall be suspended until such time as all unpaid Agency Contributions have been made by such Public Agency. Such Public Agency may continue to sit on the Board but in an ex-officio, non-voting capacity.

16. FUNDS DEPOSITED IN COUNTY TREASURY. Except for investment accounts authorized by the Board, the Treasury of the County of San Diego shall be the depository of the funds of Authority and the Treasurer shall receive and have custody of Authority funds.

17. RECORDS AND ACCOUNTS – CHARGE FOR SERVICES.

- (a) Authority shall be strictly accountable for all Authority funds.

(b) Authority shall cause to be kept proper books of records and accounts in which a complete and detailed entry shall be made of all its transactions, including all receipts and disbursements. Authority shall establish and maintain accounting systems in a manner consistent with State laws and with rules and regulations of the State Controller as required by the Auditor. Such books shall be subject to inspection at any reasonable time by the duly authorized representatives of Public Agencies.

(c) Authority shall cause a single annual audit of its accounts and records to be performed as provided in Sections 6505, 6505.1 and 6505.5 of the California Government Code. Within eight months after the close of each fiscal year, a financial statement for such fiscal year shall be provided to the Public Agencies.

(d) The County of San Diego shall determine the charges, if any, to be made against Authority for the services of the Treasurer, the Auditor and other County officers and employees rendered pursuant to this Agreement.

18. LIABILITY OF PARTIES. Pursuant to the authority of Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of Authority shall be solely the debts, liabilities and obligations of Authority and not the Public Agencies.

19. DISPOSITION OF ASSETS. At the termination of this Agreement, accrued and existing liabilities shall be paid to the extent funds for such purposes are available. Restricted funds, such as funds in endowments that are for specific purposes, shall only be used for the authorized purpose and not for any other general debt or liability. After payment of existing debts and liabilities with available funds has been completed, the remaining liabilities and assets of Authority shall be divided among Public Agencies, past and present, as agreed, or if no agreement is reached, divided between the respective Public Agencies as nearly as possible in proportion to the contributions, if any, made by each during the term of the Original Agreement and this Agreement.

20. NOTICES. Notices hereunder shall be sufficient if delivered to:

COUNTY OF SAN DIEGO
Attn: _____
1600 Pacific Highway
San Diego, California 92101

CITY OF DEL MAR
Attn: _____
1050 Camino del Mar
Del Mar, California 92014

CITY OF ESCONDIDO
Attn: _____
201 North Broadway
Escondido, California 92025

CITY OF POWAY
Attn: _____
13325 Civic Center Drive
Poway, California 92064

CITY OF SAN DIEGO
Attn: _____
202 C Street
San Diego, California 92101

CITY OF SOLANA BEACH
Attn: _____
635 South Highway 101
Solana Beach, California 92075

21. MISCELLANEOUS. The paragraph headings in this Agreement are for convenience only and are not to be construed as modifying or governing the language in the paragraph referred to. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

22. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors to the Public Agencies.

23. PARTIAL INVALIDITY. If any term, provision, promise, covenant, or condition of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

24. FILING OF NOTICE OF AGREEMENT. Within 30 days after this Agreement becomes effective pursuant to paragraph 2 above, the SANDAG Executive Director shall file with the Secretary of State the Notice of Agreement required by Government Code Section 6503.5.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior communications, representations, statements, understandings, and agreements. This Agreement may not be amended, nor may any portion of it be waived, unless such amendment or waiver is in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF SAN DIEGO

By: _____
Mayor

Dated _____

CITY OF SOLANA BEACH

By: _____
City Manager

Dated _____

CITY OF DEL MAR

By: _____
City Manager

Dated _____

CITY OF POWAY

By: _____
City Manager

Dated _____

CITY OF ESCONDIDO

By: _____
City Manager

Dated _____

COUNTY OF SAN DIEGO

By: _____
Clerk of the Board of Supervisors

Dated _____