SAN DIEGUITO RIVER PARK  
JOINT POWERS AUTHORITY  
9:30 a.m. – 12:00 p.m.  
Friday, February 21, 2014  
County Administration 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 6, 2013

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 for Year-Ending June 30, 2013 (page 4)

2. Concur with CAC Election of Chair and Vice-Chair (page 49)

3. Application for County Enhancement Program Grant Funds (page 50)

4. Approve Easement Agreement for Entrance at San Andres Drive (page 54)

5. Approve Restoration Easement on JPA’s Santa Ysabel Gorge Property (page 61)

6. Reinstatement of Lomas Serenas Homeowner Association to the CAC (page 75)
ACTIONS

7. Election of JPA Officers and Committee Appointments (page 77)

8. Check Presentation from Supervisor Dave Roberts to JPA

9. Proposed Changes to Donation/Acceptance Policy (page 82)

10. City of San Diego Issues - Revised JPA Agreement and Unpaid Invoices (page 88)

INFORMATION

11. Status of Polo Fields (Trail and Restoration) (oral)

12. Coastal Commission Actions Taken on February 13 Regarding East Overflow Lot and South Overflow Lot (oral)

13. Park Project Status (oral)
   a. Lagoon Ranger Station
   b. “Birdwing” Open Air Classroom
   c. Lighting on David Kreitzer Lake Hodges Bicycle/Pedestrian Bridge
   d. Sikes Adobe Creamery Restoration
   e. Pamo Valley Trail

14. 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

15. 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.

16. Communications
   a. Letter from Caltrans responding to JPA comments on I-5 Widening EIR (page 96)

THE NEXT REGULAR JPA MEETING WILL BE APRIL 18, 2014.
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

REPORT TO THE BOARD OF DIRECTORS
JUNE 30, 2013
To the Board of Directors
San Dieguito River Valley Regional Open
Space Park Joint Powers Authority
Escondido, California

We have audited the financial statements of San Dieguito River Valley Regional Open Space Park Joint Powers Authority (the Organization) for the year ended June 30, 2013, and have issued our report thereon dated February 7, 2014. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility Under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement and are fairly presented in accordance with U.S. generally accepted accounting principles. Because an audit is designed to provide reasonable, but not absolute, assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us.

As part of our audit, we considered the internal control of the Organization; such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the Organization's compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our tests was not to provide an opinion on compliance with such provision.

Significant Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the Organization are described in note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2013. We noted no transactions entered into by the Organization during the year that were both significant and unusual, and of which, under professional standards, we are required to inform you, or transactions for which there is a lack of authoritative guidance or consensus.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events.
Audit Adjustments

For purposes of this letter, professional standards define an audit adjustment as a proposed correction of the financial statements that, in our judgment, may not have been detected except through our auditing procedures. An audit adjustment may or may not indicate matters that could have a significant effect on the Organization’s financial reporting process (that is, cause future financial statements to be materially misstated).

Disagreements With Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Consultations With Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Issues Discussed Prior to Retention of Independent Auditors

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

This information is intended solely for the use of the Audit Committee, Board of Directors, and the Management of the Organization and is not intended to be and should not be used by anyone other than these specified parties.

Hosaka, Rotherham & Company

Hosaka, Rotherham & Company
February 7, 2014
SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY

COUNTY OF SAN DIEGO
ESCONDIDO, CALIFORNIA

AUDIT REPORT
JUNE 30, 2013
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<th>Page Number</th>
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</thead>
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<td>34 - 35</td>
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Schedule of Audit Findings and Questioned Costs
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SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY

FINANCIAL SECTION

JUNE 30, 2013
INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund of San Dieguito River Valley Regional Open Space Park, as of and for the fiscal year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the San Dieguito River Valley Regional Open Space Park's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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 and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.
INDEPENDENT AUDITORS' REPORT

Page 2

Opinions

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 the San Dieguito River Valley Regional Open Space Park, as of June 30, 2013, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 through 9 and 30 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated February 7, 2014, on our consideration of the San Dieguito River Valley Regional Open Space Park's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant 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 internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering San Dieguito River Valley Regional Open Space Park's internal control over financial reporting and compliance.

Hosaka, Rotherham & Company

San Diego, California
February 7, 2014
As management of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (the JPA), we offer readers of the JPA's financial statements this narrative overview and analysis of the financial activities of the JPA for the fiscal year ended June 30, 2013. We encourage readers to consider the information presented here in conjunction with the JPA's basic financial statements, which begin immediately following this analysis. This annual financial report consists of two main parts (1) Management's Discussion and Analysis and, (2) Basic Financial Statements.

In June 1999, the Governmental Accounting Standards Board (GASB) issued Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments. GASB No. 34 established financial reporting standards for state and local governments, including cities, villages and special purpose governments.

FINANCIAL HIGHLIGHTS

- The JPA's ending total net position balance was $48,262,235.
- The change in net position for the year was a decrease of $913,579.
- The JPA had expenses in excess of revenues in the general fund (before Transfers) in the amount of $71,602 in the current year compared to revenues in excess of expenses of $128,352 in the previous year.
- The JPA had no additions to capital assets this year or last year.
- The JPA's general fund budget for this year showed no excess revenue over expenditures compared to the actual deficit amount of $71,602.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the JPA's basic financial statements. The JPA's audit report is comprised of four components: 1) financial statements and notes, 2) supplementary information, 3) reports on compliance and internal control, and 4) findings and recommendations.

Basic financial statements. The basic financial statements include government-wide financial statements and fund statements. The two sets of statements are tied together by Reconciliations showing why they differ.

The JPA as a whole is reported in the government-wide statements and uses accounting methods similar to those used by companies in the private sector.
OVERVIEW OF FINANCIAL STATEMENTS (CONTINUED)

More detailed information about the JPA’s most significant funds — not the JPA as a whole is provided in the fund financial statements. Funds are accounting devices the JPA uses to keep track of specific sources of funding and spending on particular programs.

The Statement of Net Position, a government-wide statement, presents information on all of the JPA’s assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the JPA is improving or deteriorating.

The Statement of Activities, a government-wide statement, presents information showing how the JPA’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The Balance Sheet for governmental funds presents financial information by fund types showing money left at year-end available for spending.

The Statement of Revenues, Expenditures and Changes in Fund Balances for all governmental fund types focuses on how money flows into and out of the various funds.

The Notes to the Basic Financial Statements are included to provide more detailed data and explain some of the information in the statements.

The Supplementary Information gives an overview of the operations of the JPA and the governing body and outlines assessed property valuation.

Reports on Compliance and Internal Control encompass the independent auditor’s reports showing compliance with Government Auditing Standards and provides additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The Findings and Recommendations section notes material weaknesses in the system and recommendations.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

To begin our analysis, a summary of the JPA’s statement of net position is presented in Table 1 below for the current year and the prior year.
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Statement of Net Position (Continued)

Net position may serve over time, as a useful indicator of a government’s financial position. In the case of the JPA, assets exceeded liabilities by $48,262,235 as of June 30, 2013. See Table 1.

The largest portion of the JPA’s Net position reflects its investment in capital assets (e.g., land and improvements, buildings and improvements, vehicles, furniture and equipment and construction in progress); less any related debt used to acquire those assets that are still outstanding. The JPA uses these capital assets to provide services to its constituents; consequently, these assets are not available for future spending.

The JPA’s financial position is the product of several financial transactions including the net results of activities, the acquisition and disposal of capital assets, and the depreciation of capital assets.

| TABLE 1 | Condensed Statement of Net position |
|-----------------|-----------------|-----------------|
|                | June 30, 2013   | June 30, 2012   | $ Change |
| Current and other assets | $1,114,138      | $983,398        | $130,740  |
| Capital assets, net of depreciation | 47,400,489      | 48,239,317      | (838,828) |
| Total assets | 48,514,627       | 49,222,715      | (708,088) |
| Current liabilities | 213,892          | 11,550          | 202,342   |
| General long-term debt | 38,500           | 35,351          | 3,149     |
| Total liabilities | 252,392          | 46,901          | 205,491   |
| Net position: | | | |
| Net investment in capital assets | 47,400,489      | 48,239,317      | (838,828) |
| Unrestricted | 861,746          | 936,497         | (74,751)  |
| Total net position | $48,262,235      | $49,175,814     | ($913,579) |

Statement of Activities

- The JPA’s total revenues for the fiscal year ended June 30, 2013, excluding inter-fund transfers, decreased from $2,042,344 to $1,882,585.

- The JPA’s total expenses increased from $2,749,164 to $2,796,164 due to work on major trail construction projects in the current year.
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Statement of Activities (Continued)

- The change in net position was a decrease of $913,579.

The following table presents a summary of the Statement of Activities for the fiscal year ended June 30, 2013:

**TABLE 2**
Condensed Statement of Activities

<table>
<thead>
<tr>
<th>Program revenues</th>
<th>June 30, 2013</th>
<th>June 30, 2012</th>
<th>$ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating grants and contributions</td>
<td>$1,126,455</td>
<td>$1,383,221</td>
<td>$(256,766)</td>
</tr>
<tr>
<td>General revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment - members</td>
<td>582,530</td>
<td>469,802</td>
<td>112,728</td>
</tr>
<tr>
<td>Off track betting (per state legislation)</td>
<td>25,896</td>
<td>22,946</td>
<td>2,950</td>
</tr>
<tr>
<td>Investment income</td>
<td>58,063</td>
<td>7,058</td>
<td>51,005</td>
</tr>
<tr>
<td>Donations</td>
<td>56,742</td>
<td>149,332</td>
<td>(92,590)</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>32,899</td>
<td>9,985</td>
<td>22,914</td>
</tr>
<tr>
<td>Total revenues</td>
<td>1,882,585</td>
<td>2,042,344</td>
<td>(159,759)</td>
</tr>
<tr>
<td>Operations</td>
<td>1,939,596</td>
<td>1,900,448</td>
<td>39,148</td>
</tr>
<tr>
<td>General administration</td>
<td>17,740</td>
<td>9,888</td>
<td>7,852</td>
</tr>
<tr>
<td>Unallocated depreciation</td>
<td>838,828</td>
<td>838,828</td>
<td>-</td>
</tr>
<tr>
<td>Total expenses</td>
<td>2,796,164</td>
<td>2,749,164</td>
<td>47,000</td>
</tr>
<tr>
<td>Change in net position</td>
<td>$(913,579)</td>
<td>$(706,820)</td>
<td>$(206,759)</td>
</tr>
</tbody>
</table>

**Significant Changes in Individual Funds**

**TABLE 3**
Comparison of Fund Balances

<table>
<thead>
<tr>
<th>General Fund</th>
<th>June 30, 2013</th>
<th>June 30, 2012</th>
<th>$ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$900,246</td>
<td>$971,848</td>
<td>$(71,602)</td>
</tr>
</tbody>
</table>
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

General Fund Budgetary Highlights

The General fund did not have any Excess of Expenditures over Appropriations (instances where actual amounts exceeded budgeted amounts) in individual categories.

The JPA’s Total Budget for the General Fund for this year showed no excess revenues over expenditures compared to the actual deficit amount of $71,602.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

<table>
<thead>
<tr>
<th>TABLE 4</th>
<th>Changes in Capital Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$33,927,783</td>
</tr>
<tr>
<td>Improvements of sites</td>
<td>16,770,671</td>
</tr>
<tr>
<td>Furniture and Equipment</td>
<td>167,545</td>
</tr>
<tr>
<td>Less: Accumulated Depreciation</td>
<td>(3,465,510)</td>
</tr>
<tr>
<td>Total Capital Assets, Net of Depreciation</td>
<td>$47,400,489</td>
</tr>
</tbody>
</table>

The JPA had no additions to capital assets during the year ended June 30, 2013.

Long-Term Debt

Accumulated unpaid employee vacation benefits are recognized as liabilities of the JPA. The liabilities of $36,827 are recognized in the Liabilities section of the Statement of Net position under Long-Term liabilities. The San Diego Credit Union Note is for a vehicle purchased in 2007 and will be fully paid in 2014.

<table>
<thead>
<tr>
<th>TABLE 5</th>
<th>Changes in Long-Term Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego Credit Union Note</td>
<td>$1,673</td>
</tr>
<tr>
<td>Compensated Absences</td>
<td>36,827</td>
</tr>
<tr>
<td>Total Long-Term Debt</td>
<td>$38,500</td>
</tr>
</tbody>
</table>
FACTORS BEARING ON THE JPA’S FUTURE

The JPA’s Board of Directors and management considered many factors when setting the Fiscal Year 2013 budget. The Board appointed a Budget Committee which met to assess the available working capital, the operating and capital needs of the JPA, the impacts of the State’s fiscal condition on the JPA’s member agencies and on the JPA’s budget.

CONTACTING THE JPA

This financial report is designed to provide our citizens, member agencies, affiliated entities and creditors with a general overview of the JPA’s finances and to demonstrate the JPA’s accountability for the money it receives. If you have questions about this report or need additional financial information, contact the San Dieguito River Valley Regional Open Space Park Joint Powers Authority:

Address: 18372 Sycamore Creek Road, Escondido, California 92025.
Telephone: 858 674-2270
Website: www.sdrp.org
SAN DIEGUITO RIVER VALLEY REGIONAL OPEN
SPACE PARK JOINT POWERS AUTHORITY
STATEMENT OF NET POSITION
JUNE 30, 2013

<table>
<thead>
<tr>
<th>Governmental Activities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ASSETS:</td>
<td></td>
</tr>
<tr>
<td>Cash in revolving fund</td>
<td>$ 300</td>
</tr>
<tr>
<td>Investments</td>
<td>879,021</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>234,817</td>
</tr>
<tr>
<td>Capital assets:</td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>33,927,783</td>
</tr>
<tr>
<td>Improvements of sites</td>
<td>16,770,671</td>
</tr>
<tr>
<td>Furniture and equipment</td>
<td>167,545</td>
</tr>
<tr>
<td>Less: accumulated depreciation</td>
<td>(3,465,510)</td>
</tr>
<tr>
<td>Total assets</td>
<td>48,514,627</td>
</tr>
</tbody>
</table>

| LIABILITIES:            |       |
| Deficit Cash in County Treasury | 190,890 |
| Accounts payable        | 23,002 |
| Noncurrent Liabilities: |       |
| Due within one year    | 1,673 |
| Due in more than one year | 36,827 |
| Total liabilities      | 252,392 |

| NET POSITION:           |       |
| Net investment in capital assets | 47,400,489 |
| Unrestricted            | 861,746 |
| Total net position      | $ 48,262,235 |

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, 2013**

<table>
<thead>
<tr>
<th>Functions/Programs</th>
<th>Expenses</th>
<th>Charges for Services</th>
<th>Operating Grants and Contributions</th>
<th>Capital Grants and Contributions</th>
<th>Governmental Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Government activities:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>$1,939,596</td>
<td>$</td>
<td>$1,126,455</td>
<td>$</td>
<td>($813,141)</td>
</tr>
<tr>
<td>General administration</td>
<td>17,740</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(17,740)</td>
</tr>
<tr>
<td>Unallocated depreciation</td>
<td>838,828</td>
<td>-</td>
<td>1,126,455</td>
<td>-</td>
<td>(838,828)</td>
</tr>
<tr>
<td><strong>Total governmental activities</strong></td>
<td><strong>$2,796,164</strong></td>
<td><strong>$</strong></td>
<td><strong>$1,126,455</strong></td>
<td><strong>$</strong></td>
<td><strong>(1,669,708)</strong></td>
</tr>
</tbody>
</table>

General revenues:
- Assessments - members: 582,530
- Off track betting (per state legislation): 25,896
- Investment income: 58,063
- Donations: 56,742
- Miscellaneous: 32,899
  - **Total general revenues**: 756,130

**Changes in net position**: ($913,579)
- Net position - beginning: 49,175,814
- Net position - ending: **$48,262,235**

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, 2013

<table>
<thead>
<tr>
<th>General Fund</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in revolving fund</td>
<td>$300</td>
</tr>
<tr>
<td>Investments</td>
<td>$879,021</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>$234,817</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>$1,114,138</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities and fund balance:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liabilities:</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$23,002</td>
</tr>
<tr>
<td>Deficit Cash in County Treasury</td>
<td>$190,890</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>$213,892</strong></td>
</tr>
<tr>
<td><strong>Fund balance:</strong></td>
<td></td>
</tr>
<tr>
<td>Unassigned</td>
<td>$900,246</td>
</tr>
<tr>
<td><strong>Total fund balance</strong></td>
<td><strong>$900,246</strong></td>
</tr>
<tr>
<td><strong>Total liabilities and fund balances</strong></td>
<td><strong>$1,114,138</strong></td>
</tr>
</tbody>
</table>

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, 2013

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total fund balances - governmental fund balance sheet</td>
<td>$ 900,246</td>
</tr>
<tr>
<td>Amounts reported for governmental activities in the Statement of Net position is different because:</td>
<td></td>
</tr>
<tr>
<td>Capital assets used in governmental activities are not reported in the funds.</td>
<td>$47,400,489</td>
</tr>
<tr>
<td>Payables for San Diego Credit Union Note which is not due in the current period is not reported in the funds.</td>
<td>$(1,673)</td>
</tr>
<tr>
<td>Payables for compensated absences which are not due in the current period are not reported in the funds.</td>
<td>$(36,827)</td>
</tr>
<tr>
<td>Net position of governmental activities - statement of net position</td>
<td>$ 48,262,235</td>
</tr>
</tbody>
</table>

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, 2013

<table>
<thead>
<tr>
<th>General Fund</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td></td>
</tr>
<tr>
<td>Assessments - members</td>
<td>$ 582,530</td>
</tr>
<tr>
<td>Off track betting - (per state legislation)</td>
<td>25,896</td>
</tr>
<tr>
<td>Contracts and grants</td>
<td>1,126,455</td>
</tr>
<tr>
<td>Investment income</td>
<td>58,063</td>
</tr>
<tr>
<td>Donations</td>
<td>56,742</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>32,899</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td><strong>1,882,585</strong></td>
</tr>
</tbody>
</table>

| Expenditures: |   |
| Salaries and benefits | 864,821 |
| Auto and travel expense | 11,905 |
| Professional and contracted services | 1,029,858 |
| Miscellaneous expenses | 1,692 |
| Non-capitalized expenses | 9,090 |
| Operating expenses | 31,043 |
| Debt service: |   |
| Principal | 5,501 |
| Interest | 277 |
| **Total expenditures** | **1,954,187** |

| Net change in fund balance | (71,602) |
| Fund Balance - beginning | 971,848 |
| Fund balance - ending | $ 900,246 |

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, 2013

Net change in fund balances - total governmental funds $ (71,602)

Amounts reported for governmental activities in the Statement
of Activities ("SOA") are different because:

  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. 5,501
  Compensated Absences are reported as the amount earned in the
    SOA but as the amount paid in the funds. (8,650)

Change in net position of governmental activities - statement of activities $ (913,579)

The accompanying notes are an integral part of this statement.
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 (JPA) 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:
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, 2013, 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, 2013. 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.
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.
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 Board of Directors must adopt a final budget no later than July 1.

These budgets are revised by the JPA's Board of Directors 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 Deposit Insurance Corporation. All cash held by the financial institutions is fully insured or collateralized.
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, 2013.

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:

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Estimated Useful Lives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildings</td>
<td>25-50</td>
</tr>
<tr>
<td>Improvements of Sites</td>
<td>7-25</td>
</tr>
<tr>
<td>Equipment</td>
<td>5-20</td>
</tr>
</tbody>
</table>
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 Directors.
- **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.
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:

<table>
<thead>
<tr>
<th>Violation</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>None Reported</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Deficit Amount</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>None Reported</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

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 ($190,890) as of June 30, 2013. 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, 2013) and in the revolving fund ($300 as of June 30, 2013) are insured up to $250,000 by the Federal Deposit 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, 2013, are classified in the accompanying financial statements as follows:
D. Cash and Investments (Continued)

Statement of Net Position:

<table>
<thead>
<tr>
<th>Credit Quality Rating</th>
<th>$ (190,890)</th>
<th>300</th>
<th>879,021</th>
<th>$ 688,431</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in county treasury (deficit)</td>
<td>Not Rated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash in revolving fund</td>
<td>Not Applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investments</td>
<td>Not Applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cash and Investments as of June 30, 2013, consist of the following:

| Cash in county treasury (deficit) | $ (190,890) | |
| Deposits with financial institutions | 879,321 | |
| Total | $ 688,431 | |

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, 2013, the principal balance of the JPA's Fidelity ETF combined fund was $879,021.

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.
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 investments 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, 2013

E. Accounts Receivable

Accounts Receivable as of June 30, 2013, consists of the following:

<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts and grants</td>
<td>$ 147,417</td>
</tr>
<tr>
<td>Assessments - members</td>
<td>87,400</td>
</tr>
<tr>
<td>Total accounts receivable</td>
<td>$ 234,817</td>
</tr>
</tbody>
</table>

F. Capital Assets

Capital assets activity for the year ended June 30, 2013, was as follows:

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balances</th>
<th>Additions</th>
<th>Deletions</th>
<th>Ending Balances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital assets, not being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>$ 33,927,783</td>
<td>-</td>
<td>-</td>
<td>$ 33,927,783</td>
</tr>
<tr>
<td>Total capital assets, not being depreciated</td>
<td>33,927,783</td>
<td>-</td>
<td>-</td>
<td>33,927,783</td>
</tr>
<tr>
<td>Capital assets, being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improvement of sites</td>
<td>16,770,671</td>
<td>-</td>
<td>-</td>
<td>16,770,671</td>
</tr>
<tr>
<td>Furniture and equipment</td>
<td>167,545</td>
<td>-</td>
<td>-</td>
<td>167,545</td>
</tr>
<tr>
<td>Total capital assets, being depreciated</td>
<td>16,938,216</td>
<td>-</td>
<td>-</td>
<td>16,938,216</td>
</tr>
<tr>
<td>Less accumulated depreciation for:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improvement of sites</td>
<td>(2,510,280)</td>
<td>(810,386)</td>
<td>-</td>
<td>(3,320,666)</td>
</tr>
<tr>
<td>Furniture and equipment</td>
<td>(116,402)</td>
<td>(28,442)</td>
<td>-</td>
<td>(144,844)</td>
</tr>
<tr>
<td>Total accumulated depreciation</td>
<td>(2,626,682)</td>
<td>(838,828)</td>
<td>-</td>
<td>(3,465,510)</td>
</tr>
<tr>
<td>Total capital assets, being depreciated, net</td>
<td>14,311,534</td>
<td>(838,828)</td>
<td>-</td>
<td>13,472,706</td>
</tr>
<tr>
<td>Capital assets, net of depreciation</td>
<td>$ 48,239,317</td>
<td>(838,828)</td>
<td>-</td>
<td>$ 47,400,489</td>
</tr>
</tbody>
</table>

Depreciation was charged to functions as follows:

| Unallocated depreciation | $ 838,828 |

- 25 -

35
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, 2013, are as follows:

<table>
<thead>
<tr>
<th>Governmental Activities</th>
<th>Beginning Balance</th>
<th>Increases</th>
<th>Decreases</th>
<th>Ending Balance</th>
<th>Amounts Due Within</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego Credit Union Note</td>
<td>$ 7,174</td>
<td>-</td>
<td>$(5,501)</td>
<td>$ 1,673</td>
<td>$ 1,673</td>
</tr>
<tr>
<td>Compensated Absences*</td>
<td>28,177</td>
<td>8,650</td>
<td>-</td>
<td>36,827</td>
<td></td>
</tr>
<tr>
<td>Total Governmental Activities</td>
<td>$ 35,351</td>
<td>$ 8,650</td>
<td>$(5,501)</td>
<td>$ 38,500</td>
<td>$ 1,673</td>
</tr>
</tbody>
</table>

* 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, 2013, are as follows:

<table>
<thead>
<tr>
<th>Year Ending June 30, 2014</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 1,673</td>
<td>$ 18</td>
<td>$ 1,691</td>
</tr>
<tr>
<td></td>
<td>$ 1,673</td>
<td>$ 18</td>
<td>$ 1,691</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Year Ending</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30,</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>$2,793</td>
</tr>
<tr>
<td>2014</td>
<td>937</td>
</tr>
</tbody>
</table>

$3,730

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, 2013, 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 of 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.

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, 2013, 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, 2013, 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, 2013, was $52,535.

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, 2013, was $571,277.

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, 2013, was $599,694.

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, 2013, was $615,757.

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, management believes that any required reimbursement will not be material.
<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Budgeted Amounts</th>
<th>Variance with Final Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Original</td>
<td>Final</td>
</tr>
<tr>
<td>Assessments - members</td>
<td>$564,818</td>
<td>$564,818</td>
</tr>
<tr>
<td>Off track betting (per state legislation)</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Contracts and grants</td>
<td>1,652,659</td>
<td>1,652,659</td>
</tr>
<tr>
<td>Investment income</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Donations</td>
<td>3,125</td>
<td>3,125</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,200</td>
<td>1,200</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>2,256,802</td>
<td>2,256,802</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and benefits</td>
<td>866,733</td>
<td>866,733</td>
</tr>
<tr>
<td>Auto and travel expense</td>
<td>13,800</td>
<td>13,800</td>
</tr>
<tr>
<td>Professional and contracted services</td>
<td>1,314,569</td>
<td>1,314,569</td>
</tr>
<tr>
<td>Operating expenses</td>
<td>61,700</td>
<td>61,700</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td>2,256,802</td>
<td>2,256,802</td>
</tr>
<tr>
<td><strong>Excess (deficiency) of revenues over (under) expenditures</strong></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Net change in fund balance</strong></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fund balance - beginning</td>
<td>971,848</td>
<td>971,848</td>
</tr>
<tr>
<td>Fund balance - ending</td>
<td>$971,848</td>
<td>$971,848</td>
</tr>
</tbody>
</table>

-30-
SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY

OTHER SUPPLEMENTARY INFORMATION SECTION

JUNE 30, 2013
The Board of Directors for the year ended June 30, 2013, was comprised of the following members:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Cunningham</td>
<td>Chair</td>
<td>Poway City Council</td>
</tr>
<tr>
<td>Lesa Heebner</td>
<td>Vice-Chair</td>
<td>Solana Beach City Council</td>
</tr>
<tr>
<td>Don Mosier</td>
<td>Director</td>
<td>Del Mar City Council</td>
</tr>
<tr>
<td>Olga Diaz</td>
<td>Director</td>
<td>Escondido City Council</td>
</tr>
<tr>
<td>Mark Kersey</td>
<td>Director</td>
<td>San Diego City Council</td>
</tr>
<tr>
<td>Dianne Jacob</td>
<td>Director</td>
<td>County of San Diego</td>
</tr>
<tr>
<td>Dave Roberts</td>
<td>Director</td>
<td>County of San Diego</td>
</tr>
<tr>
<td>Sherri Lightner</td>
<td>Director</td>
<td>San Diego City Council</td>
</tr>
<tr>
<td>Tom Golich</td>
<td>Director</td>
<td>Citizens Advisory Committee</td>
</tr>
</tbody>
</table>

Administration

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Bobertz</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Susan Carter</td>
<td>Deputy Director</td>
</tr>
</tbody>
</table>
INDEPENDENT AUDITORS’ 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, in accordance with the 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, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund of San Dieguito River Valley Regional Open Space Park, as of and for the fiscal year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise San Dieguito River Valley Regional Open Space Park’s basic financial statements, and have issued our report thereon dated February 7, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Dieguito River Valley Regional Open Space Park’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Dieguito River Valley Regional Open Space Park’s internal control. Accordingly, we do not express an opinion on the effectiveness of San Dieguito River Valley Regional Open Space Park’s internal control.

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 a 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. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.
Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Dieguito River Valley Regional Open Space Park's financial statements are free from 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 statement 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.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Diego, California
February 7, 2014
## SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY

### SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2013

#### 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 \(\times\) No
     - One or more significant deficiencies identified that are not considered to be material weaknesses? Yes \(\times\) None Reported
     - Noncompliance material to financial statements noted? Yes \(\times\) No

2. **Federal Awards**
   - **Internal control over major programs:**
     - One or more material weaknesses identified? \(\text{N/A}\)
     - One or more significant deficiencies identified that are not considered to be material weaknesses? \(\text{N/A}\)
   - **Type of auditors' report issued on compliance for major programs:** \(\text{N/A}\)
   - **Any audit findings disclosed that are required to be reported in accordance with Section .510(a) of Circular A-133?** \(\text{N/A}\)
   - **Identification of major programs:**
     - **CFDA Number(s):** Not Applicable
     - **Name of Federal Program or Cluster:** Not Applicable
     - **Dollar threshold used to distinguish between type A and type B programs:** $300,000
     - **Auditee qualified as low-risk auditee?** \(\text{N/A}\)

#### B. Financial Statement Findings

None

#### C. Federal Award Findings and Questioned Costs

None
<table>
<thead>
<tr>
<th>Finding/Recommendation</th>
<th>Current Status</th>
<th>Management's Explanation If Not Implemented</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
TO: JPA Board
FROM: Staff
SUBJECT: Citizens Advisory Committee Officers (Chair and Vice-Chair)

RECOMMENDATION:

Approve CAC Chair and Vice-Chair as recommended by CAC

DISCUSSION:

The guidelines pertaining to CAC officers are included in the JPA Agreement and the CAC By-Laws. These documents say that the CAC is to recommend a Vice-Chair to the JPA Board annually. Additionally, the CAC Chair position is to be confirmed by the Board, after recommendation by the CAC. The CAC By-Laws were amended in 2003 to establish the term of the Chairmanship at two years, renewable by appointment for a total of 3 terms.

Tom Golich was elected as Chair in December 2009, and has now served two two-year terms. Jacqueline Winterer was elected as Vice-Chair in July 2013, after the resignation of Rand Newman of the San Dieguito River Valley Conservancy from that position. At the CAC’s February 7th meeting, the CAC voted unanimously to re-elect Tom Golich as Chair for his third term and Jacqueline Winterer for a full term as Vice-Chair. The CAC is seeking your Board’s concurrence on these selections.

Respectfully submitted,

Susan A. Carter
Deputy Director
TO: JPA Board

FROM: Staff

SUBJECT: County Community Enhancement Program Grant

RECOMMENDATION:

Adopt the attached draft resolution approving the filing of an application for County of San Diego Community Enhancement Program funding for the County’s 2014-15 Fiscal Year.

A. Background

The purpose of the County’s Community Enhancement Program funding is to encourage organizations and activities that promote and generate tourism and/or economic development within San Diego County. Funding for the Community Enhancement Program is from the County General Fund based on revenue projections forwarded to the Board as part of the proposed Program Budget. Currently funded are cultural activities, museums, visitor and convention bureaus, economic development councils, and other similar institutions/organizations, including County programs and projects, which promote tourism and/or economic development within San Diego County. The majority of the available funding is allocated among the five supervisorial districts. The San Dieguito River Park has received funding from this program numerous times in the past. This funding has been used in a variety of ways, including to provide materials and supervision to Scouts (boys and girls) and members of other youth organizations to construct projects (i.e., kiosks, signs and benches) to be located in the San Dieguito River Park as public amenities. In past years, funds from this program were used to prepare and print the Lake Hodges Bird Brochure, repair interpretive signage, prepare interpretive signs for the Boardwalk, and the Del Dios Gorge Trail, prepare teacher guides for the Ruth Merrill Children’s Interpretive Walk, and furnish the Sikes Adobe Historic Farmhouse. In 2010-11, funds were received from the County at the recommendation of Supervisors Slater-Price and Jacob for interior and exterior exhibits at the Sikes Adobe Historic Farmhouse. In 2011-12, funds were received from the County at the recommendation of Supervisor Slater-Price for three Entry Monuments for various locations in the River Park. In 2012-13, funds were received from the County at the recommendation of Supervisor Slater-Price for the creation of a Trail App.

B. Summary and Recommendation

The application deadline for Fiscal Year 14-15 is March 1, 2014. Your staff proposes to submit an application for three projects, totaling $27,000.

17. $5,000 for wood directional signs in the park along the length of the Coast to Crest Trail, similar to the signage shown below. The funding would be to purchase materials. The
signs would be made and installed by scouts, volunteers and ranger staff.

- $10,000 for repair of non-working well and pump at Sikes Adobe so that we can use well water for our farm produce, instead of paying high rates for City water. This is not the well at the windmill next to the farmhouse, but a second one closer to the creek. The pump at this well was burned in the Witch Fire.
- $12,000 for installation of an historic-looking entry way at Sikes Adobe Historic Farmstead, similar to the picture below. The picture below is just a concept. The actual entryway would be customized for the Sikes Adobe Historic Farmstead, and would include signage hanging from the top bar and could include adobe bricks on both sides of the vertical posts.
Staff recommends adoption of the attached draft resolution approving the filing of an application for County of San Diego Community Enhancement Program funding for the County’s 2014-15 Fiscal Year.

CAC RECOMMENDATION: This item has not been reviewed by the CAC.

ALTERNATIVES:

1. Adopt the attached draft resolution approving the filing of an application for County of San Diego Community Enhancement Program funding for the County’s 2014-15 Fiscal Year.

2. Direct staff to revise the application.

RECOMMENDATION:

Adopt the attached draft resolution approving the filing of an application for County of San Diego Community Enhancement Program funding for the County’s 2014-15 Fiscal Year.

Respectfully submitted,

Susan A. Carter
Deputy Director

Attachment:
   1. Resolution
RESOLUTION NO.

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

WHEREAS, the County of San Diego Community Enhancement Program provides funding for non-profit organizations and public agencies for certain specified purposes; and

WHEREAS, the San Dieguito River Valley Regional Open Space Park Joint Powers Authority wants to file an application with County of San Diego for Community Enhancement Program funding;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority

1. Confirms that the San Dieguito River Valley Regional Open Space Park Joint Powers Authority is a public agency under the laws of the State of California;
2. Approves the filing of an application for the County of San Diego Community Enhancement Program funding for the County’s 2014/15 Fiscal Year.
3. Authorizes the people listed below to sign a grant agreement with the County of San Diego for Community Enhancement funds for the 2014/15 Fiscal Year.

Print Name: Dick Bobertz Signature: ____________________________
Title: Executive Director

Print Name: Susan A. Carter Signature: ____________________________
Title: Deputy Director

Adopted on the 21st day of February, 2014

David W. Roberts, Chair

ATTEST: _______________________________________
Dick Bobertz, Executive Director
TO: JPA Board

FROM: Staff

SUBJECT: Approve Easement Agreement for Entranceway at San Andres Drive

RECOMMENDATION:

Approve attached easement agreement and authorize Executive Director Bobertz to execute and record the agreement.

A. Background

The vehicle entranceway to the parking area that serves the Coast to Crest Trail and the Birdwing Open Air Classroom and future Ranger Station, was discovered to actually cross a few feet of the parcel where the California Bank & Trust building is located. See attached survey map (Attachment 1). JPA staff requested the owner, Mabee Trust, for an easement to cross that strip of their property to access our property. The Mabee Trust agreed, provided that the JPA would allow them to use our parking area for their occasional overflow parking needs. Attorney Brechtel drafted an easement agreement which Mabee Trust approved (Attachment 2).

Staff recommends that your Board approve the attached easement agreement and authorize the Executive Director and our attorney to complete and execute the document.

CAC RECOMMENDATION: This item has not been reviewed by the CAC.

FISCAL IMPACTS: None. It is unlikely that the overflow parking easement will be used frequently as there is other parking on the street and at the shopping center that is closer to the bank building than the JPA’s parking area.

ALTERNATIVES:

1. Approve the easement agreement.
2. Modify the easement agreement and seek the concurrence of the property owner.
3. Do not approve the easement agreement and give staff other direction.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
1. Draft Easement Agreement with Map
2. Site Plan
Assessor's Parcel Nos. ______ and ______

EASEMENT AGREEMENT

WHEREAS, Christine Penrod Mabee, Laura E. Boswell, and Daniel Ukkestad, Successor Co-Trustees of the Larry Gene Mabee Revocable Trust UDT 05/17/2012 as amended and restated UDT 12/7/2012 (collectively “Mabee Trust”) are the owners of real property located in the County of San Diego, State of California, described in more particularity in Exhibit A attached hereto and incorporated herein (“Trust Property”); and

WHEREAS, the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, a governmental entity (“River Park”) is the owner of real property located in the County of San Diego, State of California, described in more particularity in Exhibit B attached hereto and incorporated herein (“River Park Property”),

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties grant the following reciprocal easements:

1. Mabee Trust grants River Park an easement for vehicular access over and across the property described and depicted in Exhibit C, attached hereto and made a part hereof (“Access Easement”).

2. River Park grants Mabee Trust a parking easement to use public parking spaces on the River Park Property (“Parking Easement”), subject to the following additional terms and conditions:

   a. Parking on River Park Property shall be secondary to use of parking spaces on the Trust Property and shall be limited to times when there is insufficient parking available on the Trust Property;

   b. The Parking Easement is limited to occupants and patrons of the building on the Trust Property;

   c. Use of parking spaces on the River Park Property shall be subject to all rules and regulations applicable to the general public;
d. River Park shall have the right to further limit Mabee Trust’s use of parking on River Park Property if it determines that such limitations are necessary to the proper operation of park facilities. Should it be determined by Mabee Trust that such limitations are unacceptable, it shall have the right to terminate this Easement Agreement; and

e. The parking spaces on the River Park Property are provided on an as-is basis without any warranties as to suitability for any particular purpose.

3. Either Party shall have the right to terminate this Easement Agreement if the Party deems termination necessary to comply with regulatory or permit requirements, or otherwise reasonably necessary for operational considerations. The Terminating Party shall provide the other Party with at least one hundred eighty (180) days written notice of its intent to terminate this Easement Agreement. Thereafter, termination of the Easement Agreement shall be effective upon the recordation of a Notice of Termination.

4. Notices required by this Agreement shall be personally delivered or mailed by certified mail or registered mail, return receipt requested, to the following addresses:

a. Executive Director, San Dieguito River Valley Regional Open Space Park Joint Powers Authority, 18372 Sycamore Creek Road, Escondido, California 92025; and

b. Mabee Trust, 2775 via de la Valle, Suite 200, Del Mar, CA 92014, Attn: Dan Ukkestad

5. Any party may change the addresses set forth above by providing written notice of the change to the other in conformance with this Agreement.

6. The easements granted herein are appurtenant to the Mabee Trust and River Park Properties and shall run with the land and be binding on all successors and assigns.

DATED: ______________________  
CHRISTINE PENROD MABEE,  
Co-Trustee

DATED: ______________________  
LAURA E. BOSWELL, Co-Trustee

DATED: ______________________  
DANIEL UKKESTAD, Co-Trustee
DATED: _________________

SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY

By

__________________________
DICK BOBERTZ, Executive Director

STATE OF CALIFORNIA    
)                        
COUNTY OF _____________  
)

On _________________, 20____, before me, __________________________, a Notary Public, personally appeared CHRISTINE PENROD MABEE who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________ (Seal)

STATE OF CALIFORNIA    
)                        
COUNTY OF _____________  
)

On _________________, 20____, before me, __________________________, a Notary Public, personally appeared LAURA E. BOSWELL who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________ (Seal)

STATE OF CALIFORNIA    
)                        
COUNTY OF _____________  
)

On _________________, 20____, before me, __________________________, a Notary Public, personally appeared DANIEL UKKESTAD who proved to me on the basis of satisfactory evidence to be the person whose
name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________ (Seal)
San Dieguito River Park
Open Air Classroom Improvements
TO: JPA Board
FROM: Staff
SUBJECT: Approve Restoration Easement for Habitat Purposes on JPA’s Santa Ysabel Gorge Property

RECOMMENDATION:

Approve Restoration Easement for Habitat Purposes on JPA’s Santa Ysabel Gorge Property and authorize the Executive Director to execute it.

A. Background

The San Dieguito River Valley Conservancy (SDRVC) applied for Environmental Quality Incentives Program (EQIP) grant funding from the Natural Resource Conservation Service (NRCS) for conservation work on the JPA’s former Habib property, located just west of the County’s Santa Ysabel Open Space Preserve West.

The grant request is for $145,470 which would be used by River Park JPA staff to carry out habitat improvements (perennial pond and Engelmann oak) to the former Habib property, now known as Santa Ysabel Gorge. See Attachment 1, property map. NRCS cannot grant the funds directly to SDRP JPA, but has to go through SDRVC, and even then to qualify for the grant, SDRVC must hold a conservation easement on the property that would prove that SDRVC has control of the property and authorization to install structural and/or vegetative practices for the life of the project. However, as indicated in the application, it is the intention of the parties that this project would not be implemented by SDRVC, but by the JPA. SDRVC’s role is to obtain the funds and coordinate with the grantor.”

Staff recommends that your Board approve the attached proposed Restoration Easement to the San Dieguito River Valley Conservancy and authorize the Executive Director to execute it.

CAC RECOMMENDATION: This item has not been reviewed by the CAC.

FISCAL IMPACTS: The grant application indicates that SDRP and SDRVC will provide combined in-kind services over the 3 year period of the project of $41,700, representing ranger staff labor, as well as the services of the SDRVC Conservation Manager.

ALTERNATIVES:

1. Approve the easement.
2. Modify the easement.
3. Do not approve the easement and request SDRVC to withdraw the application.
Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
   1. Draft Restoration Easement with Map
   2. Scope of Work, Grant Proposal
RECORDING REQUESTED BY AND 
WHEN RECORDED MAIL TO: 

San Dieguito River Park JPA 
c/o D. Wayne Brechtel 
Worden Williams, APC 
462 Stevens Avenue, Suite 102 
Solana Beach, California 92075 

Space Above Line for Recorder's Use Only

RESTORATION EASEMENT

This grant of restoration easement is made this ______ day of ____________________, 
by the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, a local 
government agency ("Grantor"), in favor of the San Dieguito River Valley Land Conservancy, a 
California not-for-profit corporation ("Grantee"), with reference to the following facts:

RE C I T A L S

A. Grantor is the sole owner in fee simple  of certain real property in the County of 
San Diego, State of California, consisting of approximately ______ acres of land, designated 
Assessor’s Parcel Numbers 246-030-007, 247-080-003, 247-140-001, -011, -018, and -019, and 
more particularly described in Exhibit "A" attached hereto and incorporated herein by this 
reference (the "Property");

B. The Property is ranchland that includes regionally important habitat for native 
vegetation and wildlife, including wetlands, the rare, endemic Englemann oak (Quercus 
engelmannii), native grasses and wildflowers of great importance to Grantor, Grantee, and the 
people of the State of California ("Restoration Values"); and

C. The purpose of this easement is to facilitate implementation of the perennial pond 
and Englemann oak restoration projects described in Exhibit "B" attached hereto and 
incorporated herein by this reference ("Restoration Projects").

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above Recitals and for good and valuable consideration, the 
receipt and sufficiency of which is hereby acknowledged, Grantor hereby voluntarily grants and 
conveys to Grantee, and Grantee hereby accepts, an easement over the Property to allow and 
facilitate implementation of the Restoration Projects ("Restoration Easement") pursuant to the 
following terms and conditions:
1. **Purpose.** The purpose of this Restoration Easement is to provide for implementation of the Restoration Projects as described in Exhibit B, including long term management of the restored habitats ("restoration areas").

2. **Grantee's Rights.** To accomplish the purposes of this Restoration Easement, Grantor hereby grants and conveys the following rights to Grantee:

   (a) To access the Property by way of existing easements or rights-of-way or other reasonable and practical means designated by Grantor;

   (b) To ensure implementation of the Restoration Projects in substantial conformance with the plans described in Exhibit B and any other requirements imposed as a condition of receiving federal funding through the U.S. Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"); and

   (c) To prevent any activity on or use of the Property that damages or degrades the Restoration Projects or otherwise violates the terms and conditions of this Restoration Easement.

3. **Prohibited Uses.** Any activity that damages or degrades the Restoration Projects or otherwise violates the terms and conditions of this Restoration Easement is prohibited, including, among other things, the following activities within the restoration areas:

   (a) Use of off-road vehicles and use of any other motorized vehicles, except vehicles associated with management and maintenance of the restoration areas;

   (b) Grazing or other agricultural activity of any kind;

   (c) Commercial or industrial uses;

   (d) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind, excluding informational signage consistent with the purposes of this Restoration Easement;

   (e) Depositing or accumulation of trash, ashes, refuse, waste, bio-solids or any other materials;

   (f) Planting, introduction or dispersal of non-native or exotic plant or animal species;

   (g) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the restoration areas; and
(h) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. Additional Limitations On Use of the Property. In addition to the limitations set forth above, Grantor shall not allow the following to occur on the Property:

(a) Plant or produce an agricultural commodity on highly erodible fields unless actively applying an approved conservation plan or maintaining a fully applied conservation system;

(b) Plant or produce an agricultural commodity on wetlands converted after December 23, 1985;

(c) Convert wetlands by draining, dredging, filling, leveling, removing woody vegetation or any other means that would allow the planting of any crop, pasture, agricultural commodity, or other such crops; or

(d) Use proceeds from any Farm Service Agency farm loan, insured or guaranteed, or any USDA cost-share program, in such a way that might result in negative impacts to wetlands, except for those projects evaluated and approved by NRCS or Army Corps of Engineers.

5. Limitation on Scope of Restoration Easement. Except as to the limitations set forth in Sections 3 and 4 above, Grantor’s use of the Property shall not be limited by this Restoration Easement.

6. Grantor's Duties. Subject to receipt of funding in accordance with the budget set forth in Exhibit B, Grantor shall implement the Restoration Projects and maintain the restoration areas to promote their long term establishment. Grantor shall work cooperatively with Grantee on appropriate strategies to help ensure the successful implementation of the Restoration Projects.

7. Grantee's Duties. Grantee shall monitor and ensure implementation of the Restoration Projects in substantial conformance with the plans described in Exhibit B and any other requirements imposed as a condition of receiving federal funding through the USDA.

8. Remedies.

8.1 If a Party determines that the other Party is in violation of the terms of this Restoration Easement or that a violation is threatened, the Party shall give written notice to the other of such violation and demand in writing the cure of such violation. If the offending Party fails to cure the violation within fifteen (15) days after receipt of written notice and demand, or if the cure reasonably requires more than fifteen (15) days to complete and the offending Party fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, the other Party may bring an action at law or in equity in a court of competent jurisdiction.
to enforce compliance with the terms of this Restoration Easement, to recover any damages to which the Party may be entitled for a violation of the terms of this Restoration Easement or for any injury to the Restoration Values of the Property, to enjoin the violation, \textit{ex parte} as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury.

If a Party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Restoration Values of the Property, the Party may pursue its remedies under this Section 8 without prior notice to the other Party or without waiting for the period provided for cure to expire. The rights under this section apply equally to actual or threatened violations of the terms of this Restoration Easement. The Parties agree that remedies at law for any violation of the terms of this Restoration Easement are inadequate and that a Party shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Restoration Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, \textit{et seq.}, inclusive. The failure of a Party to discover a violation or to take immediate legal action shall not bar the Party from taking such action at a later time.

8.2. Discretion to Enforce. Enforcement of the terms of this Restoration Easement by a Party shall be at its discretion, and any forbearance by a Party to exercise its rights under this Restoration Easement in the event of any breach of any term of this Restoration Easement shall not be deemed or construed to be a waiver by that Party of such term or of any subsequent breach of the same or any other term of this Restoration Easement or of any of the Party’s rights under this Restoration Easement. No delay or omission by a Party in the exercise of any right or remedy upon any breach by the other Party shall impair such right or remedy or be construed as a waiver.

8.3. Acts Beyond Grantor's Control. Nothing contained in this Restoration Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Restoration Areas or the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Restoration Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the
covenants, terms, conditions and restrictions of this Restoration Easement. The failure of
Grantor or Grantee to perform any act provided in this section shall not impair the validity of this
Restoration Easement or limit its enforceability in any way.

10. Notices. Any notice, demand, request, consent, approval, or communication that
any party desires or is required to give to the other parties shall be in writing and be served
personally or sent by recognized overnight courier that guarantees next-day delivery or by first
class mail, postage fully prepaid, addressed as follows:

To Grantor: San Dieguito River Park
Joint Powers Authority
18372 Sycamore Creek Rd
Escondido, CA 92025
Att: Executive Director

To Grantee: San Dieguito River Valley Land Conservancy
3030 Bunker Hill Street, Ste. 309-1
San Diego, CA 92109
Att: Executive Director

or to such other address as a party may designate by written notice to the other party. Notice
shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight
courier or, in the case of delivery by first class mail, five (5) days after deposit into the United
States mail.

11. Term. The term of this Restoration Easement shall commence on the date listed
in the first paragraph above and continue through December 31, 2023, after which time it shall
automatically expire and have no further force and effect.


(a) Severability. If a court of competent jurisdiction voids or invalidates on
its face any provision of this Restoration Easement, such action shall not affect the remainder of
this Restoration Easement. If a court of competent jurisdiction voids or invalidates the
application of any provision of this Restoration Easement to a person or circumstance, such
action shall not affect the application of the provision to other persons or circumstances.

(b) Entire Agreement. This instrument sets forth the entire agreement of the
parties with respect to the Restoration Easement and supersedes all prior discussions,
egotiations, understandings, or agreements relating to the Restoration Easement.

(c) Successors. The covenants, terms, conditions, and restrictions of this
Restoration Easement shall be binding upon, and inure to the benefit of, the parties hereto and
their respective personal representatives, heirs, successors, and assigns and shall constitute a
servitude running in perpetuity with the Property.
IN WITNESS WHEREOF Grantor and Grantee have executed this Restoration Easement as of the day and year first above written.

GRANTOR:

San Dieguito River Valley Regional Open Space
Park Joint Powers Authority
BY:        _________________________________
NAME:  _________________________________
TITLE:   _________________________________
DATE:   _________________________________

GRANTEE:

San Dieguito River Valley Land Conservancy, Inc.
BY:        _________________________________
NAME:  _________________________________
TITLE:   _________________________________
DATE:   _________________________________

STATE OF CALIFORNIA    )
) COUNTY OF____________

On ________________, ______, before me, _______________________________, a Notary Public, personally appeared ________________________________ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________ (Seal)

STATE OF CALIFORNIA    )
) COUNTY OF____________

6
On __________________, ______, before me, ______________________________, a Notary Public, personally appeared ______________________________ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________ (Seal)
Property Context
This 800-acre property lays nestled within upland rangelands punctuated by oak woodlands, and is completely surrounded open space preserves (3,800 acres) and working ranches. All these lands, including this property, are actively grazed for livestock production, primarily Black Angus cattle.
The headwaters of one of the county’s most important rivers, the San Dieguito, flow through the property. As a result of the open space and riparian, this area is regionally important habitat for native vegetation and wildlife, including the rare, endemic Englemann oak (Quercus engelmannii), native grasses and wildflowers as well as robust wildlife assemblages such as mule deer, badger, weasel, bobcat, coyote, burrowing owl and mountain lion to name a few. All told this property is a prime example of how working ranchlands and open space provide valuable co-benefits for wildlife and ecosystem function.

Location Details: Centered on 33°07’12.28”N 116°43’05.81”W, Elevation ~800m (2,885 ft)

Brief Project Overviews
Perennial Pond Restoration (8 acre)
There are three ponds on the preserve that provide vital year-round habitat for water fowl, as well as year round forage, drinking water and habitat for livestock and wildlife, especially in the dry season. Recently, a habitat restoration and selective grazer exclusion project was initiated at these ponds (see Map 1). The edges of the ponds are under native habitat restoration and fencing has been installed to exclude cattle from certain areas. With this successful initial start, additional continuance funds are sought to ensure that the restoration sites become resilient as well as to continue maintain the fragile, newly established native grassland and oak woodland sections of the initial project. There are now dramatic visible differences that can be seen between the fenced livestock exclusion areas and the surrounding cattle-grazed land.

Englemann Oak Restoration (3 acre)
The Santa Ysabel Gorge Preserve contains large stands of the rare, endemic Englemann oak. Like other oaks in the region, very little regeneration of Englemann oaks is being recorded. This is resulting in mature stands of oak, with no saplings growing to replace them, which could result in an extirpation vortex over time. If lost, it would mean the elimination of a vital habitat type in the region, causing drastic knock-on population reductions in other fauna.
This project site is no different. Few Englemann seedlings have are observed in the area and it is thought that herbivores and the heavily disturbed, non-native grass-dominated understory of the woodland are to blame.
Currently, livestock grazing is now largely excluded from several Englemann patches and an experimental weed control has occurred on the non-native understory of several oaks in the preserve (see Map 2). These actions have resulted in a noticeable conversion of the understory to increased native coverage with bare earth patches. This restored understory is thought to provide a more hospitable environment for Englemann acorns to sprout.
Funds are being sought to continue the understory story weed control, to expand it to well-matched areas, to gather Englemann acorns and nursery grow to transplant back to the site, and to conduct a quantitative comparative management practice to explore Englemann recruitment levels between treated, untreated and control trees as well as between nursery-grown vs. native saplings. This will allow us to document results, and develop a methodology could be utilized by other ranchers to conserve Englemanns and improve grazing elsewhere.

Notes
This project site is located 45 minutes away from project staff location, and is accessible via degraded ranch roads. As such portions of the budget reflect travel-time/expense.

Project Timeline
Both projects are for 3 years.

Estimated Activities Timeline:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Perennial Pond Restoration</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invasive Treatments</td>
<td></td>
<td></td>
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<td>Fencing maintenance</td>
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<td>Project Coordination, Monitoring &amp; Reporting</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Engelmann Oak Restoration</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Acorn Collection &amp; Nursery grow</td>
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</tr>
<tr>
<td>Oak understory treatments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Coordination, Monitoring &amp; Reporting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Engelmann Oak Restoration &amp; Best Practices</strong></td>
<td></td>
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<td></td>
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<tr>
<td>Experimental Design</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Equipment and temporary fencing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plants</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demarcation, Fence installation &amp; Initial set-up fieldwork</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitoring &amp; Field inspection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Analysis, Mapping, Reporting and Ag. Practice write up</td>
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<td>Category</td>
<td>Annual Budget</td>
<td>Total NRCS-EQIP Budget</td>
<td>Additional In-kind Matching Funds (source)</td>
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<tr>
<td><strong>Perennial Pond Restoration</strong></td>
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<td>Invasive Treatments (2x annually)</td>
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<td>Fencing maintenance (first year)</td>
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<td><strong>Engelmann Oak Restoration</strong></td>
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<td>Acorn Collection &amp; Nursery grow (bulk occurs in first year)</td>
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<td>Oak understory treatments (2x annually)</td>
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<td>$55,570</td>
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<td><strong>Engelmann Oak Restoration &amp; Best Practices</strong></td>
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<td>Experimental Design (first year)</td>
<td></td>
<td>$5,000</td>
<td>$5,000 (SDRP &amp; SDRVC)</td>
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<td>Equipment and temporary fencing (first year)</td>
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<td>Demarcation, Fence &amp; plant installation &amp; Initial set-up fieldwork (1 year)</td>
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<td>$10,000</td>
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<tr>
<td>Monitoring &amp; Field inspection (2 years)</td>
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<td>$12,000</td>
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<tr>
<td>Data Analysis, Mapping, Reporting and Ag. Practice write up (1 year)</td>
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<td>$4,000</td>
<td>$5,000 (SDRP &amp; SDRVC)</td>
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<td><strong>Overall Total</strong></td>
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**Project Structure**

This project represents a close collaboration between the San Dieguito River Valley Conservancy, the San Dieguito River Park and the USDA-NRCS San Diego office. The Conservancy and River Park will enter into an agreement such that the project lands are put into a privately-held easement.
While the Conservancy is the applicant, if awarded, the Conservancy will allocate payment to the River Park team who will be directly implementing the project, and will provide project update reports. The Conservancy and NRCS teams will be active support and advisory partners.

### Project Area Property APNs

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<tr>
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<th>APN 8</th>
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</tr>
</tbody>
</table>

### Map 1

Santa Ysabel Gorge pond restoration site.
TO: JPA Board

FROM: Staff

SUBJECT: Reinstatement of Lomas Serenas Homeowners Association to Citizens Advisory Committee

RECOMMENDATION:

Staff recommends that your Board approve the Lomas Serenas Homeowners Association’s request to be reinstated on the CAC.

SITUATION:

In September 2011 the Lomas Serenas Homeowners Association decided to withdraw from participation as a member of the CAC. They have now reconsidered, and have identified a representative who is willing and interested to attend on a regular basis and have therefore requested reinstatement. Attachment 1 is a letter from the Lomas Serenas Homeowners Association requesting reinstatement.

Representation from key user groups, including homeowner groups adjacent to the River Park FPA, provides valuable input to the CAC and JPA Board with respect to planning issues. The Lomas Serenas development is on the north shore of Lake Hodges, between Bernardo Mountain and I-15. Staff recommends that your Board reinstate this organization as it is important to have this type of participation and input.

At their meeting of February 7th, the CAC gave consideration to the Lomas Serenas request and voted unanimously to recommend approval to your Board.

Respectfully Submitted,

Dick Bobertz
Executive Director

ATTACHMENT:

1. Letter from Lomas Serenas Homeowner Association
Ms. Susan Carter, Deputy Director
San Dieguito River Park
Escondido, California.

Dear Ms. Carter,

This will serve to apprise you that the Lomas Serenas Property Owners Board of Directors has voted to request reinstatement of the Lomas Serenas Representative on the River Park’s Citizens Advisory Committee. Terry Badger, who has represented our community for many years is on the Committee already as a Central Property Owner, and is not eligible to take the Lomas Serenas slot. However, we have two volunteers, Karen Black, current Board of Directors President, and Dorothy McLin, resident, who have expressed interest in the representative/alternate positions. These positions will be approved by the Board at the February meeting.

This note is to ask you to start the machinery rolling to reinstitute the Lomas Serenas position on the CAC. Thank you for your help in this regard.

Very truly yours,

Dee Waite
Prescott Management Company
Lomas Serenas Property Manager
858 946-0320

cc Karen Black
TO: JPA Board

FROM: Staff

SUBJECT: Election of JPA Chair and Vice-Chair for 2014

RECOMMENDATION:

Approve Nominating Committee’s Recommendations for JPA Chair and Vice-Chair and Committee Assignments for 2014

SITUATION:

A. 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 Olga Diaz was appointed by Chair Cunningham, 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). Customarily the Vice-Chair succeeds to the Chair position, but the Vice-Chair position is currently vacant, as a result of the resignation of Vice-Chair Heebner from the Board as a result of her appointment to the Chair of the SANDAG Regional Planning Committee. She will be replaced on the JPA Board by Councilmember David Zito. The recommended slate of officers that the nominating committee is presenting for your Board’s review and approval is: Chair: Dave Roberts, County Board of Supervisors, and Vice-Chair: Don Mosier, City of Del Mar.

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 2014 is attached. The only difference between this year and last year’s is the substitution of David Zito’s name for Lesa Heebner’s. 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

Attachment:

1. Board Policy #1
2. Draft Ad Hoc Committee Roster
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 then 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.
DRAFT JPA AD HOC COMMITTEES, 2014

Land Use Committee
Don Mosier
Dave Roberts
Jim Cunningham
Olga Diaz

1st Alternate: David Zito
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
David Zito
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
Sherri Lightner
Olga Diaz
Don Mosier
David Zito
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
David Zito
Tom Golich
Jacqueline Winterer, Public Member
Duties: Review and recommend policies and plans relating to the restoration of the San Dieguito Lagoon
TO: JPA Board
FROM: Staff
SUBJECT: Proposed Revisions to Adopted Donation/Recognition Policy

RECOMMENDATION:
Revise Donation/Recognition Policy

A. Background

At the February 7th CAC meeting, a proposal by Jacqueline Winterer to make changes to your Board’s adopted Donation/Recognition Policy was discussed by the CAC. As Ms. Winterer explained, the 2009 SDRP-JPA Donation Acceptance and Recognition Policy addresses the issue of naming River Park features in the context of donations. It did not provide many guidelines for the naming of new features and facilities outside of that context. She said that some geographic features need a name because they need to be referred to although no one gave any money for them. The Dust Devil Nature Trail is an example. In order to remedy this situation and to standardize the naming policies, she submitted a memo with recommendations to the CAC. The CAC approved a modification to Ms. Winterer’s proposal. The changes recommended for approval by the CAC were adjusted by JPA staff administratively to fit into the layout of the adopted policy, and are shown in strikeout/underline on Attachment 1. Attachment 2 is a memo from Ms. Winterer that explains why short names are preferred.

Staff recommends that your Board approve the proposed revised Donation/Recognition Policy.

ALTERNATIVES:

1. Adopt revised Donation/Recognition Policy.
2. Modify revised Donation/Recognition Policy.
3. Do not revise Donation/Recognition Policy.

Respectfully submitted,

Susan A. Carter
Deputy Director

Attachments
1. Proposed revised Donation/Recognition Policy
2. Memo - Why Adopt Short Names?
POLICY NO. P09-02  
ADOPTION DATE: 6/19/2009  
SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY  
| DONATION ACCEPTANCE AND RECOGNITION POLICY AND NAMING GUIDELINES  

PURPOSE  
The Board of Directors of the San Dieguito River Park Joint Powers Authority receives support from members of the community and from donors that helps to implement the vision and goals of the San Dieguito River Park, and wishes to recognize those contributions appropriately without detracting from the mission of the San Dieguito River Park. The guidance provided in this policy describes procedures for accepting and recognizing such contributions.  

POLICY  
It is the policy of the San Dieguito River Park Joint Powers Authority (JPA) that in accordance with the protocols described below, the JPA will encourage and accept the support of donors and members of the community in order to implement the mission of the San Dieguito River Park and will recognize that support through appropriate means. The guiding principle for this policy is dedication to maintaining the open space environment and natural beauty of the land within the Focused Planning Area of the Park.  

I. Donations  

A. The JPA shall encourage donations from individuals, for-profit, non-profit and public entities, as long as the donations will enhance the Park and are consistent with the Park Concept Plan and mission.  

B. Donations may be in the form of land, or interests therein, money or securities, or equipment or other objects.  

C. Appropriate items for specified donations shall include, but not be limited to:  
   a. Benches  
   b. Picnic tables  
   c. Drinking fountains  
   d. Kiosks  
   e. Interpretive signs and markers  
   f. Trails or portions thereof  
   g. Native gardens or restoration areas  
   h. Bridges and Undercrossings  
   i. Staging areas  
   j. Visitor Center or Nature Center, or portions thereof  

D. When donated items are accepted by the Park, these items will be maintained in their designated locations for a reasonable period of time. Donors will be advised, if possible, when the donated item is to be moved or removed.
E. Acceptance of a donation is at the discretion of the Executive Director. A donation may be declined if the donor individual or entity is associated with activities that are incompatible with the goals and objectives of the San Dieguito River Park.

F. The River Park Staff shall be responsible for acceptance, location, usage, maintenance and record-keeping of all donations.

G. When donations are received, the staff will enter the information into an appropriate Donations Record file, which should include:
   a. Name of Donor
   b. Amount of donation
   c. Date of donation
   d. Donor-requested use or purpose of donation
   e. Actual use of donation
   f. Location of donation if appropriate

H. Park staff shall send an acknowledgement letter to each donor to thank them for the donation and provide a receipt for tax purposes.

I. Maintenance
   a. All items donated to the Park shall become the Park’s property and the Park’s responsibility to maintain.
   b. Projects constructed by community or charitable groups may be maintained by the donor group for a time requested by the group if approved by the Park.
   c. The Park will be under no obligation to maintain in place, or replace signs, plaques, structures, or other donated objects if they are vandalized, lost, stolen or otherwise destroyed, or in need of relocation as a result of Park operations. Maintenance or replacement of said objects will be at the discretion of the Park.
   d. When donated items are accepted by the Park, these items will be maintained in their designated locations for a reasonable period of time. Donors will be advised (if possible) when the donated item is to be moved or removed. In the latter instance, the donor will have the first right of acceptance of the removed object.

J. If a member of the public, including the donor, or a member of the CAC, disagrees with the staff’s handling of any aspect of a donation, the disagreement should be made known to the staff in writing, and if the disagreement persists, that party may submit an appeal, in writing, to the JPA. JPA’s decisions on all appeals shall be made in a timely manner, and shall be final.

K. Donations accepted by the Park shall be regularly listed on the CAC agenda so that CAC members or other members of the public are informed regarding the donations that the JPA has received and accepted.

II. Recognition

A. Recognition for certain donated or funded items such as benches, picnic tables, signs and kiosks (items C.a through C.e. above) will generally take the form of a commemorative plaque, approximately 4 inches by 6 inches, recording the name of the donor, honoree if any, and the date of the donation, which shall be affixed to the donated item.

B. Recognition for certain donations such as gardens or staging areas (items C.f, C.g or C.i above) may take the form of a small freestanding sign giving the name of the donor, honoree if any, and the date of the donation.
C. For recognition of multiple donations associated with large facilities it will be appropriate to have a plaque or similar display listing all donors, which shall be located in a conspicuous but not distracting location. Size, scale, and material of the sign or other method of display shall be consistent with the number of donors and the structure.

D. The Executive Director of the San Dieguito River Park has the authority to accept the donations described in Section I.C. above, pursuant to the terms of this Policy. The Executive Director shall use his/her judgment regarding whether a donation has the potential to be controversial, and in such case the Executive Director may consult with an ad hoc committee of the Citizens Advisory Committee for advice and recommendation.

E. The donated items described in Section I.C. above will be located in appropriate locations in the Park as determined by the Executive Director or his designee. It is important that the placement of items and/or recognition for donated items minimize impacts to native habitat and the wildlife that uses it, preserve and respect views, and preserve and respect the pristine nature of undeveloped areas.

F. No religious or political statements are allowed on any signage.

G. Recognition for larger gifts may take the form of Naming Rights consistent with Section III.

III. Naming Rights and Guidelines

Naming rights may be granted by the JPA in recognition of any significant contribution to the Park that it wishes to honor. These contributions can be financial in nature or for meritorious service not associated with a donation and is at the discretion of the JPA Board in agreement with the party or their representatives. Naming rights will be granted at the sole discretion of the JPA Board in recognition of persons or entities it wishes to honor.

A. The JPA will not name a geographic feature of the Park, such as a mountain, lagoon or creek, after an individual or other entity.

B. Historical or geographical names for Park facilities are preferred, with the name of the donor or memorial name secondary to the historical or geographical name.

C. Naming Park facilities, including trails, after individuals (donors, honorariums and memorials) may be given careful consideration by the JPA Board and staff, provided that such naming is consistent with the provisions of this policy.

D. One of the following two criteria must be fulfilled in order for the granting of Naming Rights to be considered:
   a. Recognition of outstanding service to the Park;
   b. Recognition of an exceptionally generous financial contribution from a donor (be it by way of donation, bequest, sponsorship, etc.)

E. Physical Display of Naming Rights
   a. The physical display of the Naming Rights shall be decided or negotiated by the JPA Board on a case by case basis, with consideration given to appropriateness of the size, style and refinement of the display in proportion to the facility and its setting.

F. Duration of Naming Rights. The duration of the recognition – whether in perpetuity or for a designated period – will be determined by the JPA Board in consultation with the donor/contributor or a trustee at the time of the donation/contribution. Notwithstanding this clause, any responsibility of the JPA toward the donor regarding
the naming rights is subject to Section I.I.c. and shall be terminated if the named object no longer exists.

G. Informed Consent. The JPA shall not grant a Naming Right without the informed consent of the named party or the named party’s legal representative.

H. Monetary Valuation of Naming Rights. Monetary valuations may be assigned to Naming Rights possibilities on a case by case basis to aid with making decisions about granting Naming Rights.

I. Acceptance of a donation in association with naming rights must be approved by the JPA Board, with recommendation from the CAC. Any member of the public may request that the CAC reconsider its recommendation of acceptance or denial before the item is considered by the JPA Board for a final decision.

J. Naming Guidelines. The JPA will utilize the following guidelines adapted from the U.S. Board of Geographic Names

1. Names should be short and simple.
2. The principal concern in naming a feature is to provide effective, conveniently usable and appropriate reference. All features do not necessarily need a name.
3. Surnames are preferable to full names.
4. Names should be made of two parts, a SPECIFIC NAME and a GENERIC NAME, as in the table below. Essentially a minimum of two words are needed to name a feature. Two word names are generally sufficient and even preferred. While more names have been used, the longer the name the more difficult it is for people to remember them.

<table>
<thead>
<tr>
<th>SPECIFIC NAME</th>
<th>GENERIC NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coast to Crest</td>
<td>Trail</td>
</tr>
<tr>
<td>Crest</td>
<td>Canyon</td>
</tr>
<tr>
<td>Dust Devil</td>
<td>Nature Trail</td>
</tr>
<tr>
<td>Peter Douglas</td>
<td>Wetland</td>
</tr>
<tr>
<td>Bernardo</td>
<td>Mountain</td>
</tr>
<tr>
<td>Sikes Adobe</td>
<td>Historic Farmstead</td>
</tr>
<tr>
<td>Mule Hill</td>
<td>Trail</td>
</tr>
<tr>
<td>Clevenger</td>
<td>Canyon</td>
</tr>
</tbody>
</table>

5. In the event of a conflict, the person or agencies most directly involved should resolve the matter. When a single name has been applied to two different sites, the feature named first generally should retain the name.

IV. This Policy may be amended by majority vote of the JPA Board.

**Adopted by the JPA Board 6/19/09**
REVISING THE SDRP NAMING POLICIES:
WHY ADOPT SHORT NAMES FOR PARK FEATURES?

The San Dieguito River Park is very large. Its area is 94,000 acres or 147 sq. mi..
Two comparisons are made below to give a sense of the park size.

1. The LIST OF UNITED NATIONS COUNTRIES AND TERRITORIES BY AREA.on Wikipedia reveals that there are 249 Countries and Territories. The River Park is larger than 23 of those countries and territories. You are very familiar with 2 of these: Monaco and the Vatican.

2. The area of the Park is as large as the cumulative area of the following five SD County cities: Poway, Encinitas, El Cajon, Solana Beach and Del Mar *

Our Park is mostly unpopulated, has few street crossings (the freeways), no street numbers and few structures. One could say that it does have a very long single street: the Coast to Crest Trail. While some of us are familiar with the whole Park, others are only familiar with some trail segments.

So the question is, how does one locate oneself in the Park?

1. Longitude and latitude: this is not a familiar way for people to locate themselves.

2. Mile markers are locators, not unlike street numbers or street crossings.
   The FSDRV have worked with the JPA and the Conservancy to identify mileage along the trail with mile markers. Only a few are installed so far, but I am told that the miles are identified on the trail maps prepared by the Conservancy.
   Here is an example of how this is helpful: when I know that Lake Hodges Dam is at mile 13.5 and I-15 at mile 20.5, I know that the walk along Lake Hodges shore will be about 7 miles, how far it is from both the ocean and I-15.

3. Geographic and other features, are also good locators, not unlike significant buildings in a city: the Library, the Post Office, a major store etc…
   While many old names are simple as in Clevenger Canyon, Pamo Valley, Mule Hill trail, Crest Canyon and easy to remember, there have been occasions recently when very long names have been attributed to features that makes it difficult to remember.
   An example: the David Ktreitzer Lake Hodges Bicycle/Pedestrian Bridge: 7 words.

   So what is proposed today is to revise the donations policy, to provide guidelines and the rationale for adopting short names for park features. We need them to help locate ourselves in the Park.
TO: JPA Board
FROM: Staff
SUBJECT: City of San Diego Issues

RECOMMENDATION:

Receive Information and appoint JPA Board committee to meet with Mayor of San Diego to consider resolution of issues.

SITUATION:

- The City of San Diego Attorney is holding the JPA Agreement pending direction from the City on several policy issues related to, among other things, financial contribution levels/voting ratio, and the nonpayment penalty clause.
- The City of San Diego asserts that the JPA owes $248,682 to the City for Resident Engineering Services for the Lake Hodges Bridge Bikeway Access Project.
- The JPA asserts that the City of San Diego owes $802,346 to the JPA for three ¼ years of nonpayment of membership assessments.

Recommendation:

Appoint a Committee from JPA Board to meet with new Mayor of San Diego to discuss these issues and negotiate a resolution.

Background:

A. **JPA Agreement** After notification from the Utilities Department earlier this month that there were issues with processing the JPA Agreement, JPA Attorney Brechtel spoke with a deputy city attorney and learned that the City Attorney was holding processing of the JPA Agreement pending direction on several policy issues related to, among other things, financial contribution levels/voting ratios and the nonpayment clause. Attorney Brechtel will elaborate on his conversations with the City Deputy Attorney at the JPA Board meeting.

B. **Development Services $248,682 Invoice to JPA** The Lake Hodges Bikeway Access project includes the 990-foot-long David Kreitzer Lake Hodges Bicycle/Pedestrian Bridge and the one half mile long West Bernardo Bike Path/Cantilever which connects to the bridge. These projects were identified in the City of San Diego Bicycle Plan as Priority Projects in the Rancho Bernardo Community. They were built by the San Dieguito River Park for the public between 2007 - 2011.
Although designed as one project, the Bikeway Access project was built over a multiple year time period, beginning with the bridge, which was constructed over a span of 19 months, beginning September 2007 with completion in May 2009. The bike path was constructed over a 14 month period beginning in January 2010 with completion March 2011. In both cases, during the summer construction was shut down due to the bird nesting season. The City charges in question pertain only to the West Bernardo bike path portion of the project, and not to the bridge, but a comparison of Development Services Charges on the two project components is striking.

Project cost on the bridge component: $10,537,500 (not including $42,500 City Engineering monitoring charge)

Project cost on the bike path component: $1,750,000 (not including $272,682 City Engineering monitoring charge)

This comparison highlights that the Development Services Department charged the equivalent of .4 % of the bridge component cost for monitoring compared with 15.6 % of the bike path component which was a much less complicated project.

From January 2010, no bills or statements from the City were sent to the JPA until February 23, 2012 (Attachment 1). That is over a two-year period with no billings or statements. We believed that was because there was still money left on the $25,000 deposit we had submitted when the project started. The first notification to the JPA that the account was in arrears was in October 2010 when a clerk at Development Services asked if we knew that we owed the City $90,000 on the bike path project. Executive Director Bobertz immediately notified the head of DSD that the charges were disputed because they were excessive and not timely. It is important to note that at that time we had not received any kind of invoice from the City. In fact, it was not until February 2012 that we actually received an invoice, and it was for the period from 12/12/09 to 6/30/11 for $248,682. That is 26 months since the first invoice and nine months after the project was completed that the City did not issue an invoice or statement of charges. After receiving the invoice, JPA staff requested documentation (work diaries) from the City Engineer. The City engineer was never able to produce diaries that went past October 2010 although we did not finish the project until March 2011. For unknown reasons the City R.E. quit keeping track of the contractor’s Working Days on 4/23/10. Again the Executive Director sent a letter, dated April 4, 2012, rejecting the charges. The City has argued that this was a complicated project to justify the hefty charges for their engineering time, but it was not – it is basically a sidewalk for most of the one half mile distance.

Subsequently the JPA disputed the bill and on January 25, 2013 appealed it with Mayor Filner who took the issue under consideration. No further notices or demands for payment have been received. However, recent inquiries with San Diego City Treasurer
indicates this is still an active account. We were informed that the City Treasurer is currently gathering back up material supporting the invoice and will be sending the account to City Attorney’s office for further handling (Attachment 2).

The staff recommendation is that the City’s charges are not proper and should not be paid because:

1) It is not acceptable to send a bill for services two years after the services were rendered, long after all grant funds had been expended, instead of while the services are being rendered, so that we did not have the ability to protest when the matter was timely and when changes could have been made.

2) When staff heard in October 2010 that a fee of $92,000 had accumulated (although no billing had been sent), the JPA informed the City that the charges were unacceptable and disputed. Yet the City continued to charge hours to the project.

3) The charges in the invoice are not acceptable because they exceed what a reasonable amount for a bike path project would be, and because they are suspicious. For example, time was charged for regularly coming up to inspect erosion control on the job site during the summer when the job was shut down and there was no precipitation. Consider that the total amount of almost $300,000 charged for monitoring the bike lane project component would pay the salary and benefits of a senior level engineer for two years – when actual project construction time was less than twelve months.

4) The City’s bill should be considered in light of the fact that the JPA obtained 100% of the funding to construct these multi-million dollar priority public projects (no City of San Diego participation) and constructed them even though the City eliminated all membership funding to the San Dieguito River Park during that time period. Additionally, the JPA is required to pay almost $300 per month to the City on a continuing basis to lease the land the bridge is built on.

**JPA $802,346 Invoice to City of San Diego** The City of San Diego stopped paying the quarterly invoices of the JPA in April 2010. When the City reactivated their quarterly payments in August 2013 their outstanding balance for thirteen quarters totaled $802,346 (Attachment 3). When JPA Board members met with Mayor Filner in January 2013 the issue was discussed and the Mayor took the issue under consideration but no action was taken.

**CAC Recommendation:**

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

Dick Bobertz  
Executive Director

Attachments:
1. Development Services Department invoice to JPA  
2. E-mail communication from City Attorney regarding DSD invoice status  
3. JPA invoice to City of San Diego
City of San Diego
Development Services Department

1222 First Avenue  San Diego, CA 92101

Deposit Account Statement
Account: 24000236
12/12/2008 To 6/30/2011

Deposit Amount:
☐ Amount Due: $281,916.12
☐ Specify Amount:

☐ PAYMENT DUE 03/23/2012
☐ PLEASE MAIL CHECKS PAYABLE TO "CITY TREASURER"
☐ PLEASE WRITE YOUR ACCOUNT NUMBER (24000236) IN THE
MEMO FIELD OF YOUR CHECK.

City of San Diego
1222 First Avenue  MS#401C
San Diego, CA 92101

City of San Diego
Development Services Department

Project
Project Number: 194547
Project Manager: Jana Vega
(619) 235-5936
jvega@san-diego.gov

Lake Hodges Blacow SPPI
RANCHO BERNARDO J0H432770 "Phase 2 grading plans per MND 5429
and SDF No. 193075 of the total blacow plan + grading plans for the 900 foot
SCR (per FTS 18068) area" to the Rancho Bernardo Community Park. AR-
1-1SD/PH1193075/ESL/SCR. (Concurrent Pro

Activity Since Last Statement

Date Activity Amount
12/12/08 Beginning Balance -5,319.00
12/28/08 Staff Charges -5,665.75
12/31/08 Department Correction -1,379.83
01/04/10 In-House Bedro Services -276.65
01/09/10 Department Correction -62.47
01/09/10 Staff Charges -9,160.58
01/12/10 Planning Subdivision Deposits 24,030.00
01/15/10 Equipment Rental - Motive Ut -115.00
01/15/10 Equipment Rental - Motive Ass 74.00
01/12/10 Department Correction -32.14
01/22/10 Staff Charges -6,491.80
02/03/10 Staff Charges -12,655.68
02/05/10 Equipment Rental - Motive Ut -58.00
02/05/10 Equipment Rental - Motive Ass -32.25
02/19/10 Staff Charges -3,091.07
03/05/10 Staff Charges -7,955.20
03/08/10 Equipment Rental - Motive Ut -19.38
03/08/10 Equipment Rental - Motive Ass -34.85
03/13/10 Department Correction 22.59
03/15/10 Staff Charges -8,393.67
03/20/10 Department Correction -0.01
03/20/10 Staff Charges -9,772.27
04/19/10 Staff Charges -8,820.41
04/30/10 Staff Charges -6,120.89
05/05/10 Equipment Rental - Motive Ut -7.74
05/05/10 Equipment Rental - Motive Ass -13.52
05/14/10 Staff Charges -5,357.71
05/26/10 Staff Charges -3,002.87
06/11/10 Department Correction 0.32
06/11/10 Staff Charges -4,656.68
06/25/10 Staff Charges -2,556.59
06/30/10 Department Correction -4,440.64
07/09/10 Staff Charges -1,872.24
07/12/10 Department Correction 8.47
07/23/10 Staff Charges -428.24
08/09/10 Staff Charges -1,615.53

Amount Due: $281,916.12

Statement: Produced 02/11/2012 - LM

51

ATTACHMENT 1
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<tr>
<td>06/09/10</td>
<td>Staff Charges</td>
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Ending Balance as of 08/30/2011  $ -246,216.12
Clay,

Thank you for the quick response. This is the first information I have been able to obtain on the issue for over a year. I will provide this information to my JPA Board to get their direction.

Dick

Mr. Bobertz – in follow up to our recent conversation I followed up with the City Treasurer’s office. They do have an active account in this matter and have discussed the matter with the Mayor’s office. Based on the information interim Mayor Gloria’s staff, the matter was taken under advisement by Mayor Filner’s office but they never acted on it. Mayor Gloria’s office has reviewed the matter and has determined there is no reason that SDRP should not have to pay the invoice. The City Treasurer’s office also checked with Development Services to make sure that that department had not made any agreements or adjustments related to this account and was informed that the account is still open and needs to be paid.

The City Treasurer is currently gathering back up material supporting the invoice and will be sending the account to our office for further handling.

If you have questions about any of the foregoing please feel free to give me a call.

R. Clayton Welch
Deputy City Attorney
1200 Third Avenue, Suite 1100
San Diego, CA 92101
Direct line: 619-533-5839
FAX: 619-533-5856
E.mail: cwelch@sandiego.gov

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Statement # 100
Date: 04/01/2013
Amount Due: 802,346.00

Make all checks payable to: San Dieguito River Park
January 14, 2014

Mr. Jim Cunningham
JPA Chair
San Dieguito River Park
Joint Powers Authority
18372 Sycamore Creek Road
Escondido, CA 92025

Dear Mr. Cunningham:

I appreciate the letter you sent to Shay Lynn M. Harrison on December 17, 2013 regarding the Interstate 5 North Coast Corridor Project Final EIR/EIS (I-5 NCC Project Final EIR/EIS). The improvements near the San Dieguito Lagoon River Park are proposed for Phase 2 (2021 to 2030).

The bulleted points identified in your letter were considered, and the Environmental Commitments Record (ECR) will be revised as identified below, and is included in the enclosed revised ECR highlighted in green on Pages 23 and 24.

The following addresses the remaining issues as identified in your letter:

- The ECR will contain - In the San Dieguito Lagoon, Caltrans will attempt to salvage two trail bridges that cross drainage channels identified to be demolished, and return the salvage to the JPA [Joint Powers Authority] for re-use;

- The measures from Appendix A will be included into the ECR as follows:
  - Caltrans will work with the JPA to determine if lagoon or water-themed art and other educational amenities may be incorporated into the freeway trail undercrossing at the San Dieguito Lagoon;
  - Caltrans will work with the JPA to provide beautification on the concrete facing adjacent to the trail under I-5 and will review the original design to determine what elements can be incorporated into the proposed bridge at the San Dieguito Lagoon;

"Caltrans improves mobility across California"
Caltrans will appoint the Project Manager of the I-5 NCC Project to work as a liaison with JPA staff on design details during the engineering design of the I-5 NCC Project for the San Dieguito Lagoon, particularly where the freeway interfaces with the trail and park;

Caltrans will appoint the Project Manager for the I-5 NCC Project to work as a liaison with JPA staff during construction in order to establish procedures to address construction notifications, potential trail closures, and other construction-period issues for the San Dieguito Lagoon.

- The ECR will contain - Caltrans to continue researching surface material to reduce tire noise and use surface material that reduces tire noise near the San Dieguito Lagoon.

- The ECR will contain - Caltrans JPA liaison will inform JPA staff of permanent storm water BMPs to be included in the design of the I-5 NCC Project to show that storm water will be treated to the Maximum Extent Practicable in accordance with Order No. 2012-0011-DWQ, NPDES No. CAS000003 National Pollutant Discharge Elimination System (NPDES) Statewide Storm Water Permit Waste Discharge Requirements (WDRS) for the State of California Department of Transportation (Caltrans).

- Caltrans will coordinate the use of the term “multi-use” when identifying the Coast to Crest Trail in all future information.

Please contact Shay Lynn Harrison at (619) 688-0190 or Shay.Lynn.Harrison@dot.ca.gov for any further assistance.

Sincerely,

[Signature]

BRUCE L. APRIL
Deputy District Director, Environmental

c:  Dick Bobertz, Executive Director, San Dieguito River Park JPA
    Shawna Anderson, AICP, Principal Planner, San Dieguito River Park JPA
    Shay Lynn M. Harrison, Chief, Environmental Analysis, Branch C, Caltrans District 11

"Caltrans improves mobility across California"