AGENDA
SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
CITIZENS ADVISORY COMMITTEE

10:30 a.m. to 12:15 p.m.
Friday, August 1, 2014

Location: San Rafael Parish,
Pastoral Center, Rooms D&E
(The Pastoral Center building is located on the south side of the parking lot)
17252 Bernardo Center Drive, Rancho Bernardo
(north of Rancho Bernardo Drive)

In order to conduct the meetings effectively, the Chair has asked the Citizens Advisory Committee appointees to please sit at the front of the room. Alternates (who are not sitting in for the regular appointee) and others present are invited to sit in the rows behind the committee. Discussion during the meeting will be conducted by the appointees. Alternates and others are welcome to address the committee during the public comment period or if recognized by the Chair during the meeting. Speaker slips are available. It is important that CAC members comply with the Chair's Meeting Procedures and maintain decorum and politeness at all times. A quorum is a simple majority of current members. The Chair cannot start the meeting until a quorum is present. PLEASE ARRIVE BY 10:25 A.M! The CAC may take action on any item listed on the Consent or Discussion/Action agenda, but only when a quorum is present. If a quorum is temporarily lost during the meeting, no further discussion will take place until the quorum is regained. If the quorum is not regained, the meeting will be adjourned. Please advise the Chair at the beginning of the meeting if you must leave before 12:15 p.m.

NOTICE: Agenda packets are distributed by e-mail only. If you do not have an e-mail address, please contact the office at 858 674-2270 to make alternative arrangements.

Roll Call and Introductions
Chair

Late arrivals should speak to staff to make sure their attendance is noted.

Approval of June 6, 2014 Minutes
Chair's Report
Executive Director’s Report
Public Comment

CONSENT

1. Revision to Memorandum of Understanding between JPA and San Dieguito River Valley Conservancy (page 3)

DISCUSSION/ACTION

2. Committee Reports (oral)
   a. Project Review Committee
   b. Trails Committee


INFORMATION

4. Announcement re Executive Director/Deputy Director Retirement and JPA Plans for their Replacement (oral)

5. San Dieguito Lagoon Doubletracking and Seasonal Rail Platform Projects – Impacts to Potential Reach the Beach Trail Crossing (oral)

6. Park Project Status (oral)
   a. Ranger Station/Temporary Ranger Station
   b. Founders Tribute
   c. Other

7. Communications An opportunity for any CAC member or the public to bring to the CAC’s attention a project or activity not reviewed by the Project Review Committee in their reports.

Adjournment

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

Recommend Approval of the Amendment to the Existing Memorandum of Understanding between the San Dieguito River Valley Conservancy and the JPA

SITUATION:

In January, 2000, the JPA Board adopted a Memorandum of Understanding (MOU) with the San Dieguito River Valley Conservancy (SDRVC). The purpose of the original agreement was to establish procedures for coordinating the two organization's joint and separate activities, including the merging of the JPA' membership program with theirs. It was explained in the 2000 staff report that JPA staff and a committee from the Conservancy had been meeting on a regular basis to address mutual concerns, among them a desire to reduce confusion on the part of the public about the purpose and identity of the two organizations, and a desire to further our common goals more cost-effectively, with less duplication.

The primary change from the original MOU to the proposed MOU is in Section 6. When the original MOU was approved, SDRVC did not envision establishing its own endowment fund. The MOU said that if SDRVC decided that it did wish to establish its own endowment fund that the two parties would meet and confer regarding the format of the fund so that it did not duplicate or compete with the JPA’s endowment fund. SDRVC has now determined that it does wish to establish an endowment fund, and through discussions with JPA staff, both parties are comfortable that there will be no duplication or competition between the two funds.

JPA staff believes that this MOU represents the current operational agreement and working relationship between the two entities that continues to reduce duplication of effort while enhancing our complementary mission goals and therefore staff intends to recommend approval of the attached proposed amended MOU to the JPA Board.

Respectfully submitted,

Susan Carter, Deputy Director
Attachments:

1. Redline Agreement
2. Clean Agreement
AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY
AND THE SAN DIEGUITO RIVER VALLEY LAND CONSERVANCY

This Amended Memorandum of Understanding (“MOU”) amends and replaces, in its entirety, the Memorandum of Understanding between the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“JPA”) and the San Dieguito River Valley Land Conservancy (“Conservancy”) which was approved and executed by both parties as of February 18, 2000 (“Original MOU”), with reference to the following facts:

WHEREAS, the JPA is a governmental entity comprised of the County of San Diego and the Cities of San Diego, Poway, Escondido, Del Mar, and Solana Beach organized and operating under the laws of California and pursuant to the JPA’s Joint Powers Agreement for the purpose, generally, of furthering and promoting an open space/natural habitat park in the San Dieguito River Valley as specified in more detail in the JPA Agreement; and

WHEREAS, the Conservancy is a non-profit, public benefit corporation duly organized and existing pursuant to the laws of California, and pursuant to Section 501(c)(3) of the federal Internal Revenue Code, for the purpose, generally, of furthering and promoting an open space/natural habitat park in the San Dieguito River Valley as specified in more detail in the Conservancy’s Articles of Incorporation and Bylaws; and

WHEREAS, the parties agree that the Original MOU has facilitated a cost effective and cooperative working relationship between the JPA and Conservancy, but that an updated agreement is appropriate at this time to better serve their common goals and objectives;

NOW, THEREFORE, the parties agree to cooperate as follows:

1. Membership and Fundraising Solicitations.

   In order to coordinate and most efficiently carry out membership and fundraising efforts, the JPA and the Conservancy agree to the following: (1) the Conservancy shall continue managing the JPA’s “Park Partner” membership program and do all member solicitation; (2) all direct mail fundraising solicitations, except as provided below, shall be spearheaded by the Conservancy; and (3) the JPA shall refer any inquiries it receives about new memberships, and shall forward membership fees that may be sent to the JPA, to the Conservancy. It is the intent of these provisions to avoid the same individuals being solicited by both the JPA and the Conservancy, and, instead, to provide that all such solicitations shall be carried out by the Conservancy on behalf of both the Conservancy and the JPA. It is further the purpose to relieve the JPA of the administrative burden and expense of managing a membership program.

2. Sharing of Membership and Donation Solicitations.

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   Wayne Brechtel 4/8/14 7:39 AM
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The parties agree that with respect to each new membership fee, or renewal thereof, received after the effective date of this MOU, the Conservancy shall return Two Dollars ($2.00) to the JPA and shall retain the balance for River Park purposes. Individuals who wish to donate additional funds shall be given the option of designating that the funds be used for one of the following purposes: (1) land acquisition, (2) endowment fund (JPA or Conservancy) or (3) trail maintenance and park improvements. Donors will not be required to designate how funds are to be used. Non-designated funds and funds for land acquisition shall be retained by the Conservancy. Funds designated for a JPA endowment fund or trail maintenance and park improvements shall be transferred to the JPA. The parties agree to establish a joint Education Committee composed of Conservancy members or designees and JPA staff, to recommend allocation of resources for education purposes. In addition to the JPA’s receipt of these funds, the parties agree that the JPA may request that the Conservancy make available to the JPA, or to JPA programs, such additional funds held by the Conservancy as the JPA shall deem appropriate. The Conservancy agrees to consider such requests in good faith. In the event that the Conservancy shall either decline to make additional funds available to the JPA, or shall fail to respond to a written JPA request for additional funds within thirty (30) calendar days, the JPA shall be free, notwithstanding provisions of this MOU to the contrary, to undertake such direct fundraising and solicitation efforts as the JPA may deem appropriate as an alternative means to raise the monies for the particular project at issue. It is the expectation of the parties that in most situations, to the extent the Conservancy has funds available, they will be made available to the JPA for its River Park programs upon request, but the parties recognize that the Conservancy may in given cases decline such requests. It is the further expectation of the parties that, generally, the JPA will not engage in duplicative fundraising and solicitation efforts, but that in those cases, if any, where the Conservancy declines to make additional funds available, the JPA will be free with respect to that matter to engage in fundraising and solicitation.

3. Mailing Lists.

A. JPA Mailing List.

The JPA and its staff will maintain a JPA mailing list to meet all JPA needs as required by law, the JPA Agreement and JPA policy. To the extent required by California law, the parties recognize that this list or portions of this list may be a public record. To the extent that the JPA’s mailing list is a public record, upon request from the Conservancy, copies and updates of such mailing list shall be provided to the Conservancy.

B. Conservancy Mailing List.

The Conservancy shall maintain such mailing lists as it deems necessary for its purposes. It is agreed that the Conservancy will maintain an up to date mailing list for purposes of solicitations, newsletters, announcements of events and activities, and related matters. The parties recognize that the Conservancy is not a government entity and, therefore, that its mailing lists are generally not public records. The parties further recognize that in some cases it may be important to the Conservancy and/or to donors to maintain the confidentiality and privacy of the names, addresses, donations, etc. of donors, event participants, and members. It is the mutual intent of the parties to this MOU to honor such privacy concerns.
3. **Mailings.**

The JPA may request that the Conservancy conduct a mailing to the Conservancy’s mailing list at any time for a purpose that is consistent with, and in furtherance of, the common goals of the JPA and the Conservancy with respect to the River Park. The parties shall, on a case by case basis, work out the specific details of how such a mailing is to be handled, recognizing that such procedures should not render the Conservancy’s mailing list a “public record” subject to public disclosure and that the JPA will cover the actual costs incurred in any mailing undertaken on its behalf. The parties also contemplate that they may undertake joint mailings in some situations where a joint mailing is deemed most beneficial. Such joint mailings shall be conducted by the Conservancy on behalf of both organizations for purposes consistent with the common goals of both organizations. Such joint mailings shall be undertaken in such manner as the parties shall agree upon on a case by case basis, provided that the Conservancy’s mailing list shall not be made a public record subject to disclosure, and the parties shall negotiate and agree upon the cost sharing for any such mailing at the time of the mailing.

4. **JPA Audit; Conservancy Books and Accounts; Quarterly Report.**

The parties understand and acknowledge that the JPA, as a governmental entity, is subject to an annual independent outside audit. The parties agree that the Conservancy will make available any and all information that the JPA’s auditor may request in order to complete the required audit.

The Conservancy shall at all times keep accurate books and accounts of all donations and memberships received and of all disbursements and expenditures and shall make the same available for review, inspection and/or audit by the JPA upon reasonable request by the JPA. And, the Conservancy shall report, in writing, at least quarterly to the JPA the following information:

1. The number of new members joining since the last preceding report and the total number of members;
2. The total amount of membership fees and renewals received since the last report;
3. The total amount of funds on hand which could be available for JPA related projects;
5. **Land Donations and Other Non-Solicited Receipts.**

Routine membership and fund solicitation efforts, through direct mailings, will be carried out as outlined above principally by the Conservancy on behalf of both organizations. With respect to other fundraising activities, including but not limited to solicitation of land or other tangible property donations and offers of donations whether solicited or unsolicited, each organization shall retain its right to engage in these activities independently. It is the intention of the parties that both the JPA and the Conservancy will inform potential land donors, or potential donors of other assets, that they have the option of donating either to the JPA or to the Conservancy. The parties agree that they shall keep each other advised with respect to such activities so that they can be coordinated to the maximum extent feasible.

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   JPA currently has several endowment funds that are restricted in a manner that requires them to be used to pay for management and maintenance of specific properties and/or mitigation projects and two general endowment funds designed to provide future funding for ongoing River Park management and operations ("JPA Endowments"). The Conservancy currently has an endowment for Bernardo Mountain, and intends to establish additional endowments for purposes that are consistent with the Conservancy’s mission to protect and share the natural and cultural resources of the San Dieguito River Valley ("Conservancy Endowments").

7. **Board Coordination.**

   The JPA Board provides an opportunity at its meetings for representatives of the Conservancy to report on its activities. In addition, at least once a year, the Conservancy shall be provided with an opportunity to make a more formal presentation during a meeting of the JPA Board. The parties may agree to additional meetings between Conservancy Board members and the JPA Board and/or its committees. It is the intent of the parties to have members of their respective boards meet together at least once a year to discuss common issues and concerns.

8. **Amendment.**

   This MOU is intended to be an informal outline of the understanding between the parties to further and facilitate productive cooperation. It may be amended and updated at any time by agreement of the parties.

9. **Termination.**

   Either party may terminate this MOU at any time upon thirty (30) days written notice to the other. Such termination shall be without penalty of any kind.

10. **Effective Date.**
This MOU shall take effect on the date it has been approved and signed by both parties and, upon taking effect, shall supersede and replace the Original MOU in its entirety.

APPROVED by the JPA Board of Directors on __________________________.

By ____________________________________________

APPROVED by the Conservancy Board of Directors on __________________.

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APPROVED by the JPA Board of Directors on: ____________________________.

By ___________________________________
Name: ________________________________
Title: _________________________________

APPROVED by the Conservancy Board of Directors on: 6/18/14.

By _________________________________
Name: ________________________________
Title: _________________________________

PETER M. SHAPIRO
PRESIDENT
TO:       CAC
FROM:     Staff
SUBJECT:  Citizens Science

In 2013 the San Dieguito River Valley Conservancy obtained a grant from the San Diego Foundation to carry out a citizens science based program in the San Dieguito River Park.

The goal of the San Dieguito Citizen Science Monitoring Program is to create a sustainable, cost-effective, scientifically-valid monitoring protocol specifically for the San Dieguito River Park that can be carried out by volunteer citizen scientists. The program will gather critical data to inform land management, restoration, land purchases and trail building decisions while encouraging community involvement and engagement. The program is designed to align with existing regional plans and monitoring protocols in order to provide useful data that is consistent between local jurisdictions and agencies.

At today’s meeting, Jess Norton, Conservation Manager for the San Dieguito River Valley Conservancy, will describe the program in more detail and provide a status update on milestones and planned activities.