San Diego River Park  
Joint Powers Authority  
18372 Sycamore Creek Road  
Escondido, CA 92025  
(858) 674-2270  Fax (858) 674-2280  
www.sdrp.org

San Dieguito River Park  
Joint Powers Authority  
11:00 a.m. – 12:30 p.m.  
Friday, October 19, 2018  
City of Del Mar Town Hall  
1050 Camino Del Mar, Del Mar, CA 92014

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 act on any item listed on the Consent or Action Agenda.

Introductions and Announcements

Pledge of Allegiance

Approval of the Minutes of September 21, 2018 (Page 3)

Executive Director’s Report (Page 7)

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.

DISCUSSION/ACTION

1. Appoint Nominating Committee for JPA Board Officers (Page 10)

2. Status Update of W-19 Wetland Restoration Project and Final EIR (Page 11)

3. Coast Maintenance Facility Update and Recommendations (Page 27)

4. SDRP Trails Management Plan and Standards Update Regarding Lake Hodges (Page 29)
5. 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
   e. Friends of Sikes Adobe

6. Jurisdictional Status Reports
   An opportunity for the Board members to report on actions taken within their jurisdictions to further the park planning process.

7. Communications
   a. Viewing of Short Film “Creating Legacy – The Founding of the San Dieguito River Park”

The next JPA Board meeting will be held November 16, 2018

If you have any questions, please call Kevin McKernan at (858) 674-2270 Ext. 15

****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 PARK
JOINT POWERS AUTHORITY
Minutes of September 21, 2018

MEMBERS PRESENT
Dave Grosch - Chair
Kristin Gaspar – Vice-Chair
Dwight Worden
Judy Hegenauer
Dianne Jacob
Jacqueline Winterer

REPRESENTING
City of Poway
County of San Diego
City of Del Mar
City of Solana Beach
County of San Diego
Citizens Advisory Committee

MEMBERS ABSENT
Olga Diaz
Barbara Bry
Mark Kersey

REPRESENTING
City of Escondido
City of San Diego
City of San Diego

VISITORS/STAFF PRESENT
Kevin McKernan
Wayne Brechtel
Shawna Anderson
Brenda Miller
Bill Michalsky
Steve Hadley
John Barone
Carrie Schneider
Dallas Pugh
Adam Wilson

San Dieguito River Park JPA
JPA Counsel
San Dieguito River Park JPA
San Dieguito River Park JPA
Sierra Club
San Diego City Council District 1
City of San Diego
San Diego Canyonlands
San Diego County Parks
San Diego County Supervisors District 2

Introduction and Announcements
Chair Grosch convened the meeting at 11:03 AM in the County Administration building, 1600 Pacific Highway, Room 302/303, San Diego, CA 92101

Pledge of Allegiance
Chair Grosch invited all to stand and recite the Pledge of Allegiance.

Approval of Minutes of July 20, 2018
Boardmember Worden made the motion to approve the minutes of July 20, 2018 and Boardmember Winterer seconded the motion.
Yes votes: Grosch, Jacob, Winterer, Hegenauer, Worden
Absent: Gaspar, Diaz, Bry, Kersey
Executive Directors Report - Executive Director McKernan shared a brief report that the River Park participated in a successful Coastal Clean-up Day at the San Dieguito Lagoon. Boardmember Worden complimented the ranger staff for directing and sharing information with the volunteers as well as being in uniform.

Public Comment – No public comment

Vice-Chair Gaspar arrived to the meeting at 11:11 a.m.

ACTION AGENDA

1. Coast Maintenance Facility Update and Recommendations – Executive Director McKernan introduced the agenda topic giving background on the second round with bids. He also reported that staff had met with Wier Construction and determined that the low bid was not responsive for the project. This bid round has been cancelled and will not go forward. JPA staff met with a design build contractor and are working on a redesign of the building. Director McKernan showed a PowerPoint presentation of the original design and the new less expensive design. JPA staff is working with the contractor on a time/materials contract. A permit change will be necessary to build the new plan on the same footprint. The new design is functional and affordable. The CAC showed positive support of the redesign. Counsel Brechtel stated that due to the history of bids, the Board can decide at a later date if the contract will go to the public bid process or if the project will be awarded on contract proposal. The budget for the project is $800,000 of which $500,000 is on hand. Permit and re-design costs will be $25,000 to $50,000, and public financing has been looked into, covering the balance of $350,000. Several items were discussed including a lab area, financing for the project, meeting room size, a budget for furniture, fixtures, and equipment, the possibility of expansion in future, and what makes up the $500,000 on hand for the project. JPA staff will present an addendum to the existing Coastal Commission permit to the CCC staff soon. Boardmember Winterer stated that the Friends of San Dieguito Lagoon have offered to donate a television screen and bookcases for the new conference room. Chair Grosch requested a recap of the project financing to date. Many board members reported that building costs for projects in their cities have been a lot more than anticipated.

Vice-Chair Gaspar made the motion to move forward with the re-design and financing. Adding that a financial forecast of paying the loan off will be included in future updates for this project.

Boardmember Worden seconded the motion.

Yes votes: Grosch, Gaspar, Jacob, Winterer, Hegenauer, Worden
Absent: Diaz, Bry, Kersey

INFORMATION

2. Project Status Updates

   a. Founders Tribute – Principal Planner Shawna Anderson reported that a short film debut was held the previous evening at the new Town Hall in Del Mar. Ms. Anderson handed out postcards with a link to view the film to all of the board members. Eighty people attended the event, including the artist. There was a mock unveiling of the sculpture. Ms. Anderson added that it is nice to remember the originators that helped preserve the San Dieguito River Park and the feeling of inspiration they left.
b. Pamo Valley Trail – Principal Planner Shawna Anderson reported that the trail and staging area are complete. The fencing and signage not finished. The fencing bid is very high. This section of trail will be open toward the end of the year.

3. Coordination Reports
   
   a. San Dieguito River Valley Conservancy- No Report
   
   b. Friends of the San Dieguito River Valley- Jacqueline Winterer reported that Nancy Weare has created an early history of the San Dieguito River Park and that the Friends would like to put it on the SDRP website and make it available to the public.
   
   c. Volcan Mountain Preserve Foundation- No Report
   
   d. San Dieguito Lagoon Committee-No Report
   
   e. Friends of Sikes Adobe- No Report

4. Jurisdictional Status Reports- Boardmember Hegenauer reported that Solana Beach, Del Mar, and Rancho Santa Fe have been working on the Lake Hodges Centennial celebrations. The first event will be held October 6 at the Solana Beach City Hall. Del Mar and Rancho Santa Fe will have their own celebrations. Boardmember Worden reported that Del Mar is considering a new building project on the bluff and he hopes the project will go to the JPA Project Review Committee. The draft E.I.R. will be available in the next month. The wetlands restoration done by the 22nd DAA looks good. The Christine Kehoe trail dedication was nice. An analysis and preliminary plan is being researched for the extension of River Path Del Mar from Old Grand Avenue Bridge to Crest Canyon Trail. Boardmember Winterer reported that there are many rattlesnakes in Crest Canyon and is concerned for trail user’s safety. Boardmember Jacob reported that at the next meeting an update on the Santa Ysabel Nature Center will be presented.

5. Communications

The next meeting in October or November will be held at the Del Mar Town Hall.

Chair Grosch adjourned the meeting at 11:55 a.m.

These minutes approved by Board Action

__________________________  ________________________
Date                      Executive Director
ITEM: Executive Director’s Report

SUBJECT: First Quarter FY 18-19 Report
### SDRP Consolidated Budget Status FY 18-19 - 1st Quarter (July-Sept, 2018)

#### Operating Fund

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<th>Expenditures</th>
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#### Coastal Budget Operated on Calendar Year - Status through 3rd Qtr (Jan-Sept, 2018)

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Agency Time
Quarterly Recap
July - Sept 2018
ITEM: 1

SUBJECT: APPOINT NOMINATING COMMITTEE FOR JPA BOARD OFFICERS
POLICY NO. P95 - 1
ADOPTION DATE: 3/17/95
POLICY OF THE BOARD OF DIRECTORS OF THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY
ELECTION OF JPA BOARD OFFICERS

PURPOSE

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

POLICY

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

OFFICERS/TERMS

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

NOMINATING COMMITTEE

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

REMOVAL FROM OFFICE

An officer of the San Dieguito River Park JPA may be removed by a majority vote of the Board of Directors.
TO: JPA Board
FROM: Staff
SUBJECT: Status of W19 Wetland Restoration Project and Final EIR

The JPA staff has been working with a project team including SANDAG, Caltrans, the City of San Diego, and others over the last several years on a design to create and restore tidal wetlands on JPA-owned land in the San Dieguito Lagoon as a component of SANDAG’s North Coast Corridor Public Works Plan mitigation needs. Progress is being made per an agreement between the JPA and SANDAG (2009) and routine status reports have been provided regularly to the JPA Board by JPA staff at your meetings (Attachment 1). Project objectives include protecting and complementing restoration previously completed in the lagoon (by SCE).

The W19 project includes creating/restoring 64 acres of tidal salt marsh and 15 acres of brackish/freshwater marsh west of El Camino Real (Attachment 2). The project is also identified as mitigation for the City’s replacement of the El Camino Real Bridge. The JPA’s Park Master Plan for the Coastal Area includes a portion of the project site, which would be expanded in size and modified to include additional tidal wetlands. In addition to owning most of the land on which the project sits, the JPA is identified as the long-term habitat manager for the restoration project after Caltrans meets its mitigation obligations. Similar to the Southern California Edison (SCE) wetland restoration project, the JPA will receive an endowment from SANDAG for the purpose of long-term management and maintenance.

Important milestones must be met in order to ready the project for construction including completion of project design and engineering, environmental compliance including CEQA, permits through the California Coastal Commission and others, and securing legal agreements between stakeholders including SANDAG and SCE.

Current Progress and Schedule

A Draft Environmental Impact Report (DEIR) was prepared by AECOM and circulated for a 45-day public review period on March 9, 2017. Fourteen comment letters were received from public agencies and others and responses to those comments are being prepared and will be provided as part of the Final EIR per CEQA requirements. A summary of the issues raised in the comments and our responses to those comments will be provided at the meeting.

JPA staff expects to schedule certification of the Final EIR including adopting CEQA Findings at your Board’s November 16th meeting. Other project approvals will be requested later in the process. Currently JPA and SANDAG staff and counsel are meeting
with SCE representatives regarding elements that will be part of legal agreements required for final project design, implementation, and long-term maintenance. Additional steps also include ongoing meetings with Coastal Commission staff and other agencies, project permitting (12 months), final engineering design/approval, and a contractor selection and negotiation process through Caltrans (20 months). Project construction is anticipated to start in August 2020.

Respectfully submitted,

Shawna Anderson
Principal Planner

Attachment 1: JPA/SANDAG W19 Agreement
Attachment 2: W19 Project Site Plan
AGREEMENT REGARDING RESTORATION OF LAND WITHIN
THE SAN DIEGUITO RIVER VALLEY

SANDAG CONTRACT #5001331

THIS AGREEMENT REGARDING RESTORATION OF LAND WITHIN THE SAN DIEGUITO
RIVER VALLEY ("Agreement") is made this 15th day of OCTOBER 2009, between The San Dieguito
River Valley Regional Open Space Park Joint Powers Authority, a local government agency created
by the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego, and Solana
Beach for the purpose of creating a greenway and natural open-space park system in the
San Dieguito River Valley ("JPA"), and the San Diego Association of Governments, a legislatively-
created regional government agency ("SANDAG"), hereafter collectively referred to as the Parties,
with respect to the following facts:

RECATALS

WHEREAS, in April 2003, SANDAG’s Board of Directors (SANDAG Board) adopted the
2030 Regional Transportation Plan (RTP) entitled “MOBILITY 2030, The Transportation Plan for the
San Diego Region”; and

WHEREAS, the RTP includes a list of transportation network improvements and
other transportation programs that are intended to improve the mobility of people and goods
throughout the region; and

WHEREAS, the TransNet Extension Ordinance and Expenditure Plan (TransNet
Extension Ordinance) was adopted by the SANDAG Board on May 28, 2004, and approved by the
voters on November 2, 2004, to provide for continuation of the half-cent transportation sales tax
for 40 years to relieve traffic congestion, improve safety, and match state/federal funds; and

WHEREAS, the TransNet Extension Ordinance included the establishment and
implementation of an Environmental Mitigation Program (EMP), including 11 principles that further
defined the major elements of the EMP; and

WHEREAS, the TransNet EMP is intended, in part, to provide for early large-scale
acquisition and management of important habitat areas and to create a reliable approach for
funding required mitigation for future transportation improvements, thereby enabling the
purchase of habitat that may become more scarce in the future, reducing future costs and
accelerating project delivery; and

WHEREAS, proactive mitigation of transportation projects would provide an
opportunity to implement the TransNet EMP by providing opportunities for early large-scale
conservation, permit streamlining, and certain cost savings; and
WHEREAS, on September 26, 2008, the SANDAG Board of Directors delegated authority to its Executive Director to secure mitigation property for regional transportation projects and local streets and roads as long as the purchase would be consistent with the Guidelines for Implementation of the TransNet EMP; and

WHEREAS, the Parties have identified property owned by the JPA that is located on the east side of Interstate 5 (I-5) in the San Dieguito River Valley, just south of Via de la Valle, consisting of approximately 100 acres, as more specifically described in Exhibit A, which is attached hereto and incorporated herein by this reference, that could be used to satisfy some of the mitigation requirements of regional transportation projects ("Mitigation Property"); and

WHEREAS, a technical report prepared by Nordby Biological Consultants (Nordby Report) has indicated that the Mitigation Property could be restored to inter-tidal wetlands and upland habitat; and

WHEREAS, the Nordby Report is preliminary, and no commitment to proceed with restoration of the Mitigation Property will be made by any Party, until after completion of environmental review in compliance with the California Environmental Quality Act (CEQA), and if a federal action is required, the National Environmental Policy Act (NEPA); and

WHEREAS, any restoration of the Mitigation Property would have to be designed and implemented in a manner that did not adversely impact the San Dieguito Wetlands Restoration Project being implemented by Southern California Edison (SCE); and would also require SCE's written consent because SCE has certain restoration rights in the Mitigation Property pursuant to a 1998 MOU between SCE and the JPA (1998 MOU) that would have to be respected; and

WHEREAS, the Mitigation Property is located within the Multiple Species Conservation Planning Area of the City of San Diego and identified as potential restoration area in the San Dieguito JPA’s Park Master Plan; and

WHEREAS, consistent with the TransNet EMP Memorandum of Agreement signed on March 19, 2008, by SANDAG, Caltrans, and the Wildlife Agencies, and with the SANDAG Board of Directors' September 26, 2008, delegated authority, the Executive Director of SANDAG is authorized to execute this Agreement; and

WHEREAS, the California Department of Transportation ("Caltrans") has by way of a separate Cooperative Agreement, attached hereto as Exhibit B, reserved the right to use up to 20 acres of JPA and/or City of San Diego land within the San Dieguito River Valley as mitigation property for projects along the I-5 Transportation Corridor; and

WHEREAS, Caltrans and SANDAG are working cooperatively to acquire and develop mitigation for projects within the I-5 Transportation Corridor, including restoration of property within the San Dieguito River Valley, in a manner that is consistent with the Cooperative Agreement; and

WHEREAS, the Parties desire to enter into an agreement that establishes a process for the design, environmental review, consideration, and implementation of a restoration project on the Mitigation Property.
NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein as a substantive part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, the Parties agree as follows:

I. SANDAG’S RESTORATION RIGHTS

The JPA hereby grants SANDAG the right to design a restoration project for the Mitigation Property that includes tidal wetlands and upland habitat (Restoration Project); the right to process the Restoration Project for approval by the JPA and all other agencies with jurisdiction over the project; and, if a Restoration Project is approved, the right to implement the Restoration Project for mitigation credits, and the right to the mitigation credits (these rights are collectively referred to as the “Restoration Rights”). The Restoration Rights are subject to the following terms and conditions:

1. SANDAG’s Restoration Rights shall commence on the date this Agreement is signed by all Parties and shall continue for a period of seven (7) years or until such time as the JPA approves a Restoration Project, whichever occurs first.

2. If a Restoration Project is approved by the JPA, the terms and conditions of SANDAG’s future Restoration Rights shall be specified in the approval and/or separate agreement between SANDAG and the JPA. If after the passage of seven years from the signing of this agreement the JPA has not approved a Restoration Project, either because one or more proposals were denied or no proposal was submitted for approval, then this Agreement shall automatically terminate and be of no further force or effect.

3. SANDAG, its agents, and consultants are granted access to the Mitigation Property for the purposes of development of a restoration plan; including but not limited to access to obtain elevations, groundwater depths, hazardous material assessments, and biological and cultural resource surveys.

4. Any Restoration Project proposed shall comply with minimum design criteria set forth in Section II, below.

5. The Restoration Rights granted herein are not a commitment by the JPA to approve a Restoration Project proposal. The JPA agrees that restoration of the Mitigation Property to increase tidal and freshwater wetlands and restore upland habitat is consistent with the overall objectives for the San Dieguito River Valley, but the JPA cannot make any commitment to a particular Restoration Project until all of its environmental consequences have been considered. Likewise, acceptance of the Restoration Rights granted herein is not a commitment by SANDAG to proceed with a Restoration Project. Accordingly, final approval of any Restoration Project by the JPA or SANDAG shall not be considered until after completion of environmental review process in compliance with CEQA, and, if applicable, NEPA.
6. Subject to the existing rights possessed by SCE and Caltrans, as described in the November 16, 1998, Memorandum of Agreement between the City of San Diego, SCE, and the JPA, and the 2001 Cooperative Agreement between SANDAG and Caltrans, the Restoration Rights granted herein are exclusive. During the term of this Agreement, the JPA shall not offer or grant any other person or entity Restoration Rights in the Mitigation Property.

7. SANDAG and/or Caltrans will undergo the design of restoration opportunities for review by the JPA, the appropriate regulatory agencies, and SCE.

8. Implementation of a Restoration Project shall not commence until all required permits and approvals have been obtained from the JPA and the appropriate regulatory agencies, including written consent of SCE. In addition, SCE and SANDAG shall enter into an agreement regarding the rights and obligations of each Party prior to commencement of any Restoration Project work by SANDAG.

II. RESTORATION PROJECT DESIGN

SANDAG shall be responsible for the Restoration Project design, which shall include the following elements:

1. It shall be limited to creation, restoration, and enhancement of natural open space habitat, both wetland and upland habitats on the land, as shown in Exhibit A;

2. It shall not impair the San Dieguito Wetlands Restoration Project being implemented by SCE, as shown on Exhibit B;

3. It shall not increase flooding hazards or scour over the conditions identified in the final design for the San Dieguito Wetlands Restoration Project approved by the Coastal Commission;

4. It shall be peer reviewed by one or more independent experts, qualified in such restoration designs;

5. It shall include restoration of up to 10 acres of tidal wetlands that would be reserved and available for use by SCE for a period of ten years following the date this Agreement is signed, if needed to satisfy SCE’s Coastal Permit obligations for the San Dieguito Wetlands Restoration Project (“Option Period”). SCE shall have the right to exercise its option at any time prior to expiration of the Option Period. If SCE exercises its option, it would compensate SANDAG for the actual restoration costs of any restored wetlands used.

The conditions set forth above are minimum standards and shall not limit imposition of additional conditions deemed appropriate by the Parties to this Agreement or any other party with approval authority over a Restoration Project.

Upon request, SANDAG shall provide copies of any technical reports and informational documents prepared by consultants or in conjunction with the Restoration Project Design.
III. ENVIRONMENTAL REVIEW AND PARK MASTER PLAN AMENDMENT PROCESS

1. The JPA shall serve as the lead agency for purposes of state environmental review pursuant to CEQA, and shall prepare the appropriate environmental document, which is anticipated to be a supplemental or subsequent environmental impact report. SANDAG agrees to cooperate in providing any information in its control necessary for the CEQA process.

2. The JPA shall prepare a proposed amendment to its Park Master Plan and any other applicable land use documents needed for final consideration of the Restoration Plan.

3. If required, the JPA shall prepare or assist in the preparation of a National Environmental Policy Act ("NEPA") environmental document under the direction of a federal lead agency.

4. The JPA will prepare a scope and budget for the Restoration Project's environmental review for approval by SANDAG prior to its implementation. SANDAG shall reimburse the JPA for the actual cost of the environmental review and plan amendment process, including the cost of consultants, technical reports, and staff time so long as those costs are within the scope approved by SANDAG, are reasonable, and do not exceed the amount of the budget approved by SANDAG.

IV. RESTORATION PROJECT APPROVAL BY THE JPA

1. After certification of the CEQA document for the Restoration Project, the JPA Board of Directors will consider whether to approve the Restoration Project. The approval would include an amendment of the JPA's Park Master Plan and any other applicable land use documents.

2. The Board's decision shall be guided by, among other things: (i) the general agreement that restoration of River Park property as natural, open space habitat and expansion of tidal wetlands is consistent with the JPA's overall purpose and goals; (ii) the basic design standards set forth in Section II, above; (iii) the results of the peer review process; (iv) the results of the environmental review process; and (v) the testimony and evidence submitted by interested agencies and members of the public.

3. The JPA will not unduly withhold its approval of the Restoration Plan on technical grounds without documenting the technical aspects needed to modify the Restoration Plan to satisfy its concerns and obtain its consent.

4. Any JPA approval shall include a commitment to help with attainment of required consents from and/or agreements with SCE.
V. SCE APPROVAL

In accordance with the 1998 MOU, SCE’s written consent for the Restoration Project to proceed forward shall be required as a condition of the JPA’s approval, provided that such consent is not unreasonably withheld. The Parties agree that compliance with the design criteria set forth in Section II, above, is a necessary prerequisite to SCE’s approval.

VI. OTHER APPROVALS

1. SANDAG and/or Caltrans shall be responsible for obtaining all other Restoration Project approvals and permits.

2. The JPA shall cooperate in the approval processes.

VII. RESTORATION PROJECT IMPLEMENTATION, PRESERVATION, AND LONG-TERM MAINTENANCE

1. If approved by the JPA, and if all state and federal project approvals are obtained, the Restoration Project may be implemented by SANDAG, its contractors, agents, or employees. The JPA shall grant all necessary easements and/or licenses required and shall otherwise cooperate with implementation of the Restoration Project.

2. The Restoration Project shall be permanently preserved as protected, natural open space by way of a deed restriction, conservation easement, or other method acceptable to the Parties.

3. Long-term maintenance of the Restoration Project shall be performed by the JPA pursuant to a habitat management plan ("HMP") approved by the Parties. The HMP, or other agreement acceptable to the Parties, shall define when SANDAG’s restoration obligations end and the JPA’s long-term management obligations begin, and it shall provide for an endowment from SANDAG to fully fund the JPA’s reasonably expected long-term management obligations occurring during the period for which SANDAG agrees to be responsible.

4. In addition, the SANDAG and SCE shall mutually agree on a cost-sharing agreement for any management obligations resulting from the Restoration Project that are outside of the Restoration Property, such as the cost of keeping the San Dieguito River mouth open, if appropriate.

VIII. CONSIDERATION FOR RESTORATION RIGHTS

In addition to the obligations set forth in this Agreement, SANDAG agrees to the following as additional consideration for the Restoration Rights granted herein:

1. Upon signing this Agreement, to make an initial payment of Three Hundred Thousand Dollars ($300,000) to the JPA, followed by $50,000 payments annually, due on or before June 30 of each year, to the JPA for four years, with the final payment due on or before June 30, 2013. SANDAG’s four annual payments of Fifty Thousand Dollars ($50,000) to
the JPA shall be made after being invoiced by the JPA and shall be used by the JPA to satisfy its obligations to build and monitor a water treatment pond, including landscaping for the pond and water quality monitoring costs.

2. Upon the signing of this Agreement, make an additional one-time payment of $140,000 to the JPA to help pay for the restoration of 2.73 acres of seasonal salt marsh required by an existing JPA mitigation requirement.

3. In accordance with Section III, Paragraph 4, of this Agreement, SANDAG shall also pay the JPA for the Restoration Project's environmental review and plan amendment.

IX. COOPERATION

The Parties agree:

1. To cooperate in determining and obtaining any necessary approvals and permits, including but not limited to agreements with SCE and attainment of a coastal development permit;

2. To cooperate with the lead agency in the context of CEQA and NEPA matters related to this Agreement; and

3. To cooperate to secure the rights over City of San Diego land to the San Dieguito River pursuant to the existing Cooperative Agreement between Caltrans, the JPA, and the City of San Diego entered into on December 5, 2001.

X. JPA’S WARRANTIES

1. JPA, its heirs, successors, or assigns agree to promptly cooperate with and accommodate any of SANDAG's reasonable requests regarding the baseline condition of the Property.

2. JPA certifies to SANDAG that to the JPA's actual knowledge, there are no structures or improvements, encroachments, debris, or hazardous materials of any kind whatsoever existing on the property. In the event such property rights are determined to exist at a later date, and SANDAG determines that such rights negatively interfere with the potential purpose and value of the Mitigation Project, the Parties agree that SANDAG Board of Directors approval may be needed and SANDAG may request that the terms and conditions of this Agreement be renegotiated.

3. JPA certifies, represents, and warrants to SANDAG that to the JPA's actual knowledge, there are no currently pending or previously offered or granted easements, liens, licenses, offers, invitations, solicitations, and/or encroachments, including, without limitation, to Poseidon Resources Corporation, on or affecting the property that interfere or conflict with the purposes of this Agreement. In the event such property rights are determined to exist at a later date, and SANDAG determines that such rights negatively interfere with the potential purpose and value of the Mitigation Project, the Parties agree that SANDAG Board of Directors approval may be needed and SANDAG may request that the terms and conditions of this Agreement be renegotiated.
4. JPA certifies, represents, and warrants that it has fully disclosed to, and provided SANDAG with, all documents and agreements, whether written or verbal, that impact, or may impact, SANDAG's desire to restore the Mitigation Property, for its mitigation credit value as outlined in this Agreement.

XI. SPECIFIC RIGHTS OF SANDAG

SANDAG, its employees, agents, or assignees, may, without additional approval or license from JPA:

1. Access the Property at any and all times to perform the rights and duties set forth herein, and those outlined in the Habitat Management Plan, as amended from time to time; and

2. Erect, maintain, and/or remove, at SANDAG's expense, signs or other appropriate markers in prominent locations on the Mitigation Property, visible from public roads or other adjoining property, bearing information indicating that TransNet Environmental Mitigation Program funds were used for the purpose of protecting the Mitigation Property's sensitive habitat, and those additional purposes outlined in this Agreement; and

3. Enforce the terms and conditions of this Agreement and the Habitat Management Plan and any amendments thereto; and

4. Exercise its discretion in taking any reasonable actions necessary to fulfill the purposes of this Agreement.

XII. GENERAL PROVISIONS

1. NO THIRD-PARTY RIGHTS

This Agreement is not intended to create any rights for third parties.

2. TERMINATION OF RIGHTS AND OBLIGATIONS

The JPA may only terminate this Agreement for failure to make the payments required by Section VIII or other material breach of this Agreement, and only after first giving a 90-day written notice to SANDAG and allowing SANDAG an opportunity to cure.

Except as required by law, and in particular Public Utilities Code Section 132321 et. seq., SANDAG may terminate this Agreement by giving the JPA ninety (90) days' advance written notice.

All payments made to the JPA prior to termination of this Agreement shall be nonrefundable, and the Parties' liability for acts or omissions that occurred prior to the effective date of the termination shall survive.
3. TRANSFER, ASSIGNMENT, SALE, OR CONVEYANCE OF PROPERTY

Subject to consent of the JPA, which shall not be unreasonably withheld, consistent with Public Utilities Code Section 132321 et seq., and any amendments thereto, SANDAG shall have the right to transfer or assign its rights under this Agreement to any entity, and/or entities that is/are qualified under applicable law to hold Conservation Easements and which assignee or transferee agrees to comply with the terms of this Agreement. In the event the transfers, described herein, occur, the JPA, its agents, successors, or assigns, agree to cooperate with SANDAG in effecting any such transfers.

4. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

5. AMENDMENT

This Agreement may be amended by the JPA and SANDAG, their successors or assigns, only by mutual written agreement, and subject to the written approval of SANDAG's Board or its authorized designee. Any such amendment shall be consistent with the purposes of this Agreement and applicable law.

6. DUTY TO DEFEND AND INDEMNIFY

(a) JPA, its successors and assigns, agrees to defend, indemnify, protect and hold harmless SANDAG, its successors and assigns, and its Directors, officers, employees, and agents from and against any and all claims asserted or liability established for damages or injuries to any person or property, including environmental claims (CERCLA, RCRA, etc.) or injury to the JPA's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the JPA, its successors and assigns and its subcontractors and their agents, officers, or employees, in performing the terms and conditions of this Agreement, and all expenses of investigating and defending against same, including attorney's fees and costs; provided, however, that the JPA's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Directors, agents, officers, or employees.

(b) Likewise, SANDAG, its successors and assigns, agrees to defend, indemnify, protect and hold harmless JPA, its successors and assigns, and its Directors, officers, employees and agents from and against any and all claims asserted or liability established for damages or injuries to any person or property, including environmental claims (CERCLA, RCRA, etc.) or injury to SANDAG or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of SANDAG, its successors and assigns and its subcontractors and
their agents, officers, or employees, in performing the terms and conditions of this Agreement, and all expenses of investigating and defending against same, including attorney's fees and costs; provided, however, that SANDAG's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of JPA, its Directors, agents, officers, or employees.

7. LIENS OR SUBDIVISION

Consistent with Public Utilities Code Section 132321, et seq., the JPA, its successors or assigns shall not cause liens of any kind to be placed against, nor use the Property as collateral or security for any loan. Neither shall the JPA subdivide the Property. JPA shall ensure that the covenants in this section are passed through to its successors or assigns in written agreements.

8. SEVERABILITY

If a court of competent jurisdiction voids, invalidates, or declares unenforceable any part of this Agreement on its face, or the application thereof to a person, entity or circumstance, such action shall not affect the remainder of this Agreement, or its application to other persons, entities or circumstances.

9. LIBERAL CONSTRUCTION

Despite any general rule of construction to the contrary, this Agreement shall be liberally construed to affect the purposes of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the Purposes described herein that would render the provision valid shall be favored over any interpretation that would render it invalid.

10. ENTIRE AGREEMENT

This instrument sets forth the entire agreement between the Parties regarding this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to it that are not incorporated herein by reference. No alteration or variation of this instrument shall be valid or binding unless amended consistent with the Amendment requirements outlined herein.

11. CONTROLLING LAW AND VENUE

The laws of the State of California shall govern the interpretation and performance of this Agreement. Venue shall lie in the County of San Diego, State of California.
12. NOTICES

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

**JPA:**
San Dieguito River Park
Joint Powers Authority
18372 Sycamore Creek Rd.
Escondido, CA 92025
Attn: Executive Director

**SANDAG:**
Office of General Counsel
401 B Street, 8th Floor
San Diego, CA 92101

EXECUTION

JPA and SANDAG have executed this Agreement on the date first written above.

**JPA:**

\[Signature\]

SUSAN A. CARTER
DEPUTY DIRECTOR

**SANDAG:**

\[Signature\]

GARY L. GALLEGOS
Executive Director

Approved as to Form:

\[Signature\]

Julie Coleman

EXHIBITS INCORPORATED INTO MEMORANDUM OF UNDERSTANDING:

Exhibit A: Project Area Map and APNs
Exhibit B: December 5, 2001, Cooperative Agreement
Exhibit C: Master Agreement between Caltrans and SANDAG
Exhibit D: 1998 MOU between the City of San Diego, SCE, and JPA
2.73 acre JPA Mitigation

approx 107 acres

LEGEND

\(\text{NCCP Preserve}\)

APNs Include:
- 304-020-16
- 304-020-13
- 299-040-41
- 299-040-39
- 299-040-37
- 299-040-43
- 299-040-47

Environmental Mitigation Program
San Dieguito MOA Wetlands
DATE: October 19, 2018

TO: JPA Board of Directors

FROM: Staff

SUBJECT: Coast Maintenance Facility update and recommendations

BACKGROUND:

This report follows up on discussions from the September 21, 2018 board meeting and provides more information requested by Board Members.

Staff has identified a budget of $850,000 for a re-design that would include all the features of the original design, including office space, public meeting space, kitchen, bathrooms and a garage/shop.

Staff has continued to move forward with design and permitting on the facility as approved by the Board at the September, 2018 meeting. A workshop was held with the JPA’s Coastal volunteer corps (“Dust Devils”) to gain input on the landscaping for the building which staff plans to re-design and install in-house to save costs. The Citizens Advisory Committee also reviewed the proposed floor plans and supports the new design.

Staff has previously reported to the Board the amount the JPA has on hand for this project, which now currently is approximately $485,000. The JPA will also continue to receive $48,000 per year, through 2022 from SCE (~$204,000). There is a shortfall in both the timing (4 years) and total amount of funds committed ($161,000) requiring the JPA to seek a loan in order to complete this project within the next year.

Staff and Counsel have received a quote from the California Special Districts Association for financing in the amount of $500,000 (minimum amount to finance) over a 15 year period at a rate of 3.9%. The annual payment amount would be approximately $47,447 with the ability to pay the loan off early, in year six, if other funds become available. The annual SCE payments will be used toward the annual loan payment for the first four years. Staff will be projecting within its annual budget process in the coming years to accommodate the annual payment beyond this period as necessary. It is also forecasted that there will be a contingency amount between the funds on hand, the loan (~$985,000) and the cost of project in the amount of ~$135,000. As stated, this would serve as a contingency which may include FF&E if necessary. Any remainder would go toward repayment of the loan. The JPA would then have a resulting debt service of approximately $356,992 should it carry the loan out to its full term of 15 years. Should the JPA receive additional grants, donations or other sources in the interim, there would be pro-rated savings of the interest this amount represents.

To answer questions from the previous board meeting, the JPA has expended $162,000 to date.
on design and permitting. As stated previously, with the new design, much of these costs are transferable and it is expected that there will be an additional $50,000 in costs for the updated design and permitting. In researching with staff from some of the other member agencies, this process and is not uncommon for a project of this scope, especially in the currently inflated construction market.

Respectfully submitted,

Kevin McKernan
Executive Director
DATE: October 19, 2018

TO: JPA Board of Directors

FROM: Staff

SUBJECT: SDRP Trail Management Plan and Standards update regarding Lake Hodges

BACKGROUND:

The City of San Diego Public Utilities Department (PUD) has asked JPA staff to help it in complying with its new permit conditions issued by the California State Department of Drinking Water for recreation activities at Lake Hodges, specifically equestrian use on the Coast to Crest Trail segment that runs along the north shore of the reservoir.

The JPA adopted a Trails Management Plan and Standards document in April, 2016 pursuant to conditions placed on the JPA in the renewal of the Joint Exercise of Power Agreement (JEPA) process. This plan superseded other trails management documents already in place at the JPA.

In response to helping the PUD comply with its new permit requirement, the JPA is amending its Trails Management Plan and Standards document section that addresses the north shore Lake Hodges segment of the Coast to Crest Trail with the attached provisions. The JPA staff also sought input from the Citizens Advisory Committee and its Trails Sub-Committee over the course of three meetings regarding this matter.

RECOMMENDATION

The JPA Board acknowledges the proposed amendments to the Trails Management Plan and Standards as presented.

Respectfully submitted,

Kevin McKernan
Executive Director

Attachment: Proposed Amendment – Coast to Crest Trail, North Shore Lake Hodges Segment
San Dieguito River Park Trails Management Plan and Standards (2016) Proposed Amendment – Coast to Crest Trail, North Shore Lake Hodges Segment (Page 20)

Purpose of Amendment

The San Dieguito River Park Joint Powers Authority (JPA) has been asked by the City of San Diego Public Utilities Department (PUD) to help it meet its new obligations under a revised permit (AMENDMENT NO. 05-14-18PA-010) issued by the California Department of Drinking Water (CADDW) regarding equestrian trail use along the North Shore Lake Hodges segment of the Coast to Crest Trail (background on this trail segment further described in the SDRPTMPS, 2016). Specifically, the PUD asked the JPA to develop a plan to address provisions 19 and 20 which state:

19. At Lake Hodges, the City shall work towards a long-term goal of realigning the existing horse trail to meet a minimum 100-foot setback from the reservoir’s high water shoreline as opportunities present themselves. In the interim, or as a long-term solution, the City shall propose an appropriate plan to prevent or minimize the hazards due to runoff flowing to the reservoir where equestrian trails are within 100 feet of the high-water line. A plan shall be submitted to the Division by February 27, 2019.

20. At Lake Hodges, propose a plan to prevent horse manure from entering the reservoir. This may include removing manure from equestrian trails within 100 feet of the high-water line prior to forecasted storm events and at regular intervals. Documentation shall be submitted to the Division by October 26, 2018.

The following language will be added to the Monitoring section of the SDRPTMPS in order to address the above provisions:

[Existing Language]

Monitoring: The trail is patrolled approximately 3 times per week by JPA staff. The trail is also patrolled by volunteers 1-2 times per week.

[Amended Provisions]

- The JPA will update signs, maps, rules and social media postings for this trail segment informing equestrian users that they are required to clean up their manure as it occurs while on the zones of the trail within 100’ of the high water mark of the reservoir.
- The JPA will mark on the trail where trail users are entering and exiting the zones of the trail within 100’ of the high water mark of the reservoir and update maps as new versions are produced.
- The JPA will request that volunteers and equestrian groups monitor and remove horse manure from the trail within zones 100’ from the high water mark in scheduled and non-scheduled events
Discussion/Rationale for Proposed Amendments

The current Trails Management Plan and Standards for this segment already calls for regular patrols approximately 3 days per week by Park Rangers in addition to 1-2 days per week by volunteer trail patrollers, year-round. This frequency is adequate for implementing the new procedures given the very low equestrian use documented in this trail segment (estimated 50-60 horse trip/yr.). The current patrol frequency also adequately covers periods prior to forecasted storm events. The JPA also receives daily reports and weekly summaries from its trail patrollers about trails conditions and park users through its App. The JPA will add manure detection and reporting as a requested parameter of its volunteer trail patrollers.

The JPA also has a Trails Sub-Committee of its Citizens Advisory Committee that meets monthly and has several equestrian users as representatives. Those representatives have cited other instances of equestrian groups patrolling trails and beaches and removing manure in doing their part to prevent pollution and public nuisances. They have agreed that they will be reaching out to the equestrian community and enlisting volunteer events and other unscheduled monitoring of manure occurrences along segments of trail within 100’ of the high water mark of the reservoir.

CEQA Implications of Proposed Amendment - None

Administrative Adoption _____________________

Board Acknowledgement _____________________