

COPY

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

THIS AGREEMENT is hereby made by and between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations, which shall individually or collectively be referred to as "Public Agencies".

RECITALS

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

B. Public Agencies agree that it is their goal to create, preserve and enhance the San Dieguito River Valley Regional Open Space Park (hereinafter referred to as "Park") for the benefit of the public.

C. Public Agencies agree that a local agency shall be created to provide a coordinated program for the acquisition, planning, design, plan implementation, operation and maintenance of the Park and such other activities related thereto as determined by this Joint Powers Authority to be appropriate.

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

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

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

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FILED JUN 12 1989

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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

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

3. CREATION OF INDEPENDENT AGENCY. Pursuant to Section 6507 of the California Government Code, there is hereby created a public entity known as the "San Dieguito River Valley Regional Open Space Park Joint Powers Authority" herein called "Authority" and said Authority shall be an entity separate and apart from the Public Agencies.

4. BOUNDARIES. The boundaries of the territory within which Authority shall exercise its powers shall be those described in Attachment A. Said boundaries may be amended by Authority subject to concurrence by the Public Agencies within whose jurisdiction the proposed boundary change lies.

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

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

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

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

The elected members shall serve at the pleasure of their appointing authority. Each member shall have an alternate which may act in his/her absence. Alternates shall be chosen in the same manner as regular members except that the alternate to the Chairperson of the San Dieguito Citizens Advisory Committee shall be the Vice Chairperson of that Committee. Any vacancy shall be filled in the same manner as described herein for appointment.

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

6. MEETINGS OF THE BOARD.

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

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

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

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

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

9. OFFICERS AND EMPLOYEES OF AGENCY.

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

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

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

(d) Auditor. The Auditor of the Authority shall be the duly appointed and acting Auditor of the County of San Diego serving ex-officio as Auditor of Authority. The Auditor shall draw warrants or check-warrants against the funds of Authority in the Treasury when the demands are approved by the Board, or such other persons as may be specifically designated for that purpose. Any fees paid to Auditor for performance of said services shall not be greater than those normally paid by other entities receiving similar services.

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

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

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

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

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

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

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

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

(f) To employ agents and employees.

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

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

11. OPERATION AND MAINTENANCE. Authority shall provide for operation and maintenance of the Park. For an initial period, as determined by Authority, Authority shall contract with the County of San Diego through its Department of Parks and Recreation to operate and maintain the Park. Authority shall audit and evaluate County's performance after said initial period and as necessary to determine whether the County should continue to perform this function.

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

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

14. FUNDING.

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

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

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

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

(e) Authority may collect and expend revenues generated from Park operations and activities.

15. FUNDS DEPOSITED IN COUNTY TREASURY. The Treasury of County shall be the depository of the funds of Authority and the Treasurer shall receive and have custody of Authority funds.

16. RECORDS AND ACCOUNTS - CHARGE FOR SERVICES.

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

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

(c) Authority shall cause a single annual audit of the accounts and records of Authority to be performed as provided in Sections 6505, 6505.1 and 6505.5 of the California Government Code. Within eight (8) months after close of each fiscal year, a financial statement for such fiscal year shall be provided to the Public Agencies.

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

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

18. DISPOSITION OF ASSETS. At the termination of this agreement, all property of Authority, both real and personal, including all funds on hand, after payment of all liabilities, costs, expenses, and charges validly incurred under this agreement, shall be returned to the respective Public Agencies as nearly as possible in proportion to the contributions, if any, made by each.

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

COUNTY OF SAN DIEGO (Address)

CITY OF DEL MAR (Address)

CITY OF ESCONDIDO (Address)

CITY OF POWAY (Address)

CITY OF SAN DIEGO (Address)

CITY OF SOLANA BEACH (Address)

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

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

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

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

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

IN WITNESS WHEREOF, this agreement is executed by the City of Escondido, the City of Poway, and the City of San Diego, acting by and through their City Managers, pursuant to Resolutions No. 89-193, No. 89-072, and No. 273718 respectively, by the City of Del Mar and City of Solana Beach acting by and through their City Managers, pursuant to Minute action of April 10, 1989, Item 9N-1-c (confirmed by Resolution No. 89-49) and Minute action of May 1, 1989, Item 7, respectively, and by the County of San Diego, acting by and through the County Board of Supervisors, pursuant to Minute Order No. 56, authorizing such execution.

RESOLUTION NUMBER R- 273718

ADOPTED ON JUN 12 1989

BE IT RESOLVED, by the Council of The City of San Diego, that the City Council hereby approves the establishment of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, in accordance with the terms and conditions of the Joint Exercise of Powers Agreement among the County of San Diego and the cities of Del Mar, Escondido, Poway, San Diego and Solana Beach, a copy of which is on file in the office of the City Clerk as Document No. RR- 273718 .

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to execute said agreement for and on behalf of The City of San Diego.

BE IT FURTHER RESOLVED, that the City Council hereby approves the nomination of the Councilmembers from Council Districts 1 and 2, to serve as primary representatives to the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, and the Councilmembers from Council Districts 3 and 4, to serve as their respective alternates to said Authority.

Dated this 12th day of June, 1989

CITY OF SAN DIEGO

By: [Signature]
City Manager

Approved as to form and legality

this 15 day of Aug, 1989

JOHN W. WITT, City Attorney

By: [Signature]
Deputy City Attorney

CITY OF SOLANA BEACH

By: Michael W. Nuse
~~ASSISTANT TO THE~~ City Manager

CITY OF DEL MAR

By: [Signature]
City Manager

CITY OF POWAY

By: [Signature]
City Manager

CITY OF ESCONDIDO

By: [Signature]
City Manager

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

COUNTY OF SAN DIEGO

By: [Signature]
Clerk of the Board of Supervisors

5-1-89
[Signature]
Clerk of the Board of Supervisors

Passed and adopted by the Council of The City of San Diego on
June 12, 1989 by the following vote:

YEAS: Roberts, McColl, Pratt, Struiksma, Henderson, McCarty,
Filner, O'Connor.

NAYS: None.

NOT PRESENT: Wolfsheimer.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: ELLEN BOVARD, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 273718, passed
and adopted by the Council of The City of San Diego, California
on JUN 12 1989.

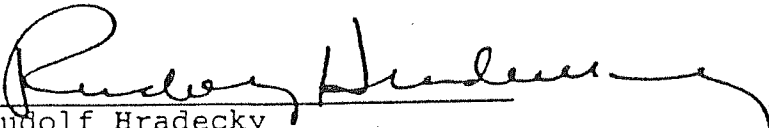
CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Ellen Bovard, Deputy

BE IT FURTHER RESOLVED, that such primary and alternate
representatives and their duly elected or appointed successors
shall serve on the Authority at the pleasure of the City Council.

APPROVED: JOHN W. WITT, City Attorney

By 
Rudolf Hradecky
Deputy City Attorney

RH:mb
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