San Dieguito 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, March 20, 2015
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 January 16, 2015

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. Approve Resolution No. R15-1of the Board of Directors of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority Approving Participation in the County Deferred Compensation Program (page 3)

2. Approve Support Letter to City of Del Mar in Support of SANDAG Active Transportation Grant (page5)

DISCUSSION/ACTION

3. City of Del Mar Staff Presenting the Del Mar River Path Expansion Project (page 8)

4. Approval of Revised Joint Exercise of Powers of Authority Agreement (page 10)

5. Report on California Coastal Commission action regarding removing the San Dieguito Lagoon Boardwalk and seek approval to pursue options that would result in a reconsideration of the matter. (No Written Report)
6. Park Project Status (oral)
   a. Ranger Station

7. 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

8. 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.

9. Communications

10. ADJOURN TO CLOSED SESSION
   a) Closed session pursuant to Government Code Section 54957(b)(1) to evaluate the performance of Interim Executive Director

THE NEXT REGULAR JPA MEETING WILL BE APRIL 17, 2015.

If you have any questions, please call Mark Ochenduszko 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 email address and want other arrangements to be made. **The agenda and minutes are available at no cost on the San Dieguito River Park website at [www.sdrp.org](http://www.sdrp.org).**
RESOLUTION NO.  R15-1
RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY APPROVING PARTICIPATION IN THE
COUNTRY DEFERRED COMPENSATION PROGRAM

WHEREAS, the San Dieguito River Valley Regional Open Space Park Joint
Powers Authority (JPA) provides benefits to its employees through the County of San
Diego Deferred Compensation Plan; and

WHEREAS, the JPA has provided such benefits continuously since October
20, 1989; and

WHEREAS, the JPA wishes to formally adopt the County of San Diego
Deferred Compensation Plan retroactive to October 20, 1989.

NOW THEREFORE, IT IS RESOLVED, ORDERED AND DETERMINED
by the Board of Directors of the JPA that:

1. JPA hereby adopts the County of San Diego Deferred Compensation
   Plan, effective as of March 20, 2015;

2. JPA participation in the County of San Diego Deferred Compensation
   Plan between October 20, 1989 and the date of this resolution is hereby ratified and
   approved.

The undersigned hereby certify that the foregoing Resolution Number R15-1 was duly
adopted by the Board of Directors on March 20, 2015, following roll call vote:

Ayes:

Noes:

Absent:

Abstain:
Don Mosier, Chair

ATTEST: Mark Ochenduszko, Interim Executive Director
TO: JPA Board

FROM: Staff

SUBJECT: Support Letter for SANDAG Active Transportation Grant project submittal

RECOMMENDATION:

Send letter of support to SANDAG for City of Del Mar’s TransNet Active Transportation Grant application for design of a Coast to Crest Trail underpass at the San Dieguito Double Track railroad bridge and Special Events Platform.

SITUATION:

The City of Del Mar will be submitting a non-capital grant application to SANDAG under the TransNet Active Transportation Grant program to design a Coast to Crest Trail underpass as part of the future North Coast Corridor San Dieguito Double Track (SDDT) & Fairgrounds Special Events Platform project. The project would design a trail crossing consistent with the JPA’s Reach the Beach Trail Feasibility Study and is identified as a Community Enhancement in SANDAG’s North Coast Corridor Public Works Plan. This grant application is to address the issue of the lack of a trail crossing in the existing SDDT/Platform project plans. If the grant is awarded the JPA would work with SANDAG’s SDDT staff and 22nd Agricultural District staff through the Technical Working Group to consider alternatives and prepare a trail underpass engineering design that will work with the design for the SDDT/Platform project. The JPA is partnering with Del Mar on the grant submittal as the JPA is not eligible through this grant program. The grant request is for $67,740 with the use of an in-kind match of $11,390 from the JPA (Principal Planner staff time) for a total project cost of $79,130.

A resolution for the grant application is scheduled to be heard by the Del Mar City Council on March 16, 2015. The grant application deadline is March 20. Both the San Dieguito River Valley Conservancy and the Friends of the SDRV have submitted support letters for this grant application.

CAC RECOMMENDATION

The CAC supported the trail undercrossing as part of the Reach the Beach Trail Feasibility Study (2012) and has received updates regarding the status of the double track project as well as SANDAG’s Public Works Plan (May 2013). The CAC did not take an action for this particular grant submittal.
FISCAL IMPACT

The grant would not have a fiscal impact on the JPA and would cover the cost to hire an engineer to prepare design plans for the trail underpass. The in-kind match would consist of JPA staff time only.

ALTERNATIVES

1. Approve staff's recommendation
2. Do not approve staff's recommendation and give staff other direction.

Respectfully submitted,

Shawna Anderson
Principal Planner
March 20, 2015

Carolina Gregor, Project Manager
Senior Regional Planner
SANDAG
401 B Street, Ste 800
San Diego, CA 92101

Subject: ATG Application for “Coast to Crest Trail Railroad Underpass Crossing Design”

Dear Ms. Gregor:

The JPA strongly supports the City of Del Mar’s ATG application submittal to design the Coast to Crest Trail underpass at the San Dieguito rail bridge. The City has long supported the San Dieguito River Park and specifically the Reach the Beach segment of the Coast to Crest Trail in Del Mar. The JPA and City have partnered on many efforts to ensure the success of this regional open space park and its pedestrian and bicycle trail. The San Dieguito rail bridge and embankment is a major barrier to the completion of the trail to Camino del Mar and the Del Mar beach and we have long advocated for a comprehensive design that accommodates the San Dieguito double track and Fairgrounds Special Events Platform as well as the Coast to Crest Trail. This grant proposal would enable the design and consideration of alternative trail underpass solutions that work within the constraints of the site.

The rail crossing is identified in SANDAG’s North Coast Corridor Public Works Plan as a Community Enhancement and the City of Del Mar’s grant application for the crossing design would accomplish a major step toward realizing this critical project.

Thank you for your consideration.

Sincerely,

Dianne Jacob
JPA Board Vice-Chair
TO: JPA Board  
FROM: Staff  
SUBJECT: Request for Support for River Path Del Mar Extension Project

RECOMMENDATION:
Send letter of support to the City of Del Mar for the River Path Del Mar Extension Project

SITUATION:
At today’s meeting, City of Del Mar Planning staff will be presenting draft plans for the Del Mar River Path extension project. The proposed path, along the San Dieguito River from Jimmy Durante Boulevard to the Grand Avenue Bridge Lagoon Overlook, is being completed by the City in partnership with the San Dieguito River Valley Conservancy. The existing Del Mar River Path extends west from Jimmy Durante Boulevard to Camino del Mar (with the exception of the railroad tracks). Funds for project design and environmental review were provided by San Diego County District 3 Supervisor Dave Roberts through the County’s Neighborhood Reinvestment Program. The Conservancy is conducting a fund raising campaign to match Supervisor Robert’s contribution and to date has raised nearly 50 percent of their goal. Construction of the project will be secured by the City of Del Mar and the Conservancy through a combination of City funds, grants, mitigation funds and private donations.

Since November 2014, Del Mar staff has been working with the various stakeholders involved in the project including the Conservancy, JPA staff, Del Mar Lagoon Committee, property owners in the project area, and interested stakeholders. To date, staff has held over 20 outreach meetings.

CAC RECOMMENDATION
Del Mar planning staff presented the draft plans to the CAC at their March 6, 2015 meeting and the CAC voted unanimously to recommend the JPA Board support the project.

FISCAL IMPACT
The project does not have a fiscal impact on the JPA as it is being funded by other sources.

ALTERNATIVES
3. Approve staff’s recommendation  
4. Do not approve staff’s recommendation and give staff other direction.

Respectfully submitted,  
Shawna Anderson  
Principal Planner
DATE: March 20, 2015

TO: JPA Board

FROM: Staff

SUBJECT: Approval of Joint Exercise of Powers Agreement (JEPA)

---

**RECOMMENDATION:**

It is recommended that the Board of Directors review the proposed revised Joint Exercise of Powers Agreement, approve it, and ask that members place the item on their respective governing board agendas for consideration and approval by the end of April, 2015.

---

**BACKGROUND:**

The Joint Exercise of Powers Agreement (JEPA) between the six member agencies of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA) became effective in 1989, had a 25 year term, and was scheduled to expire on June 14, 2014. In early 2014, an extension was executed with a 50 year term limit and other modifications to conditions of the agreement. Approval of only five of the six member agencies was reached, nevertheless, the new JEPA became effective. The City of San Diego did not enter into the agreement as it had unresolved concerns regarding some of the conditions of the original and new agreement and certain JPA operations. On May 2, 2014, Mayor Kevin Faulconer provided a letter describing San Diego’s concerns.

In response, the JPA Board of Directors determined that an effort be undertaken to review and revise the JEPA. The Board empaneled an Ad Hoc Subcommittee to provide leadership to the process and appointed then-Chairman Roberts, Vice Chair Mosier, and Directors Lightner and Kersey to serve. Subsequently, a Working Staff Group representing each of the member agencies was formed to perform the administrative work on the development of a revised JEPA.

San Diego requested renewal of its membership for a limited six month period pending resolution of the issues. The six month extension request was assented to by the other member agencies and was to expire on December 31, 2014. On January 16, 2015, the City of San Diego suggested a second six month extension. The extension has been circulated for approval, and all agencies have signed it.

The attached Working Group Recommendations Paper was drafted (Attachment 1), and the staff group reached consensus on its provisions in early October. The Recommendations Paper was reviewed by the JPA Board Ad Hoc Subcommittee on October 22nd and the Subcommittee also reached consensus on its terms. The Board of
Directors reviewed the matter on November 21, 2014 (Attachment 2) and directed that a revised Joint Exercise of Powers Agreement be prepared (consistent with the terms of the Recommendations Paper) and returned for approval.

Since the November Board meeting, the entire working group has met on three occasions, and I have met with County and City of San Diego staff representatives several additional times. The Joint Powers Agency Board of Directors reviewed the draft JEPA on January 16, 2015 (Attachment 3), took no action, but by general consensus, directed three additional changes be made to the JEPA and that it be reviewed again by the staff working group. This final draft JEPA (Attachment 4) has been prepared in response to the Board’s direction and following a review by the working group on February 2, 2015.

The significant changes that are proposed since the January Board of Directors review are as follows:

1. **Weighted Vote**: A weighted vote may be called for by a Board member if an issue has a financial impact on the JPA. Financial impact is defined as affecting the costs, expenditures, revenues, staffing, facilities and spaces of the JPA. A board member interested in calling a weighted vote must notify all other Board members and JPA staff at least 24 hours in advance of the meeting (so that all Board members may be notified and make necessary plans to attend the meeting.) When a weighted vote is invoked, both a tally vote (including the CAC chair) and a weighted vote (excluding the CAC chair) will be conducted. The weighted vote will be based on each member agency's current year contribution, as determined by the contribution formula. A motion regarding the issue in question must be approved by a majority following both voting methodologies where a weighted vote is employed. *At the January meeting, the Board asked that the draft JEPA be revised so that, in the event of a weighted vote, if only one Board member of the City or County of San Diego is present, that single Board member may only vote using their assigned percentage of their respective agency’s weighted vote, not the total weighted vote of the entire agency. This change has been incorporated in the revised JEPA.*

2. **Board Membership**: Board membership shall be made up of elected officials or one designee of the legislative body of the member agencies. *At the January meeting, the Board asked that only the City and County of San Diego be permitted to have one legislative body designee (rather than an elected official) serve on the JPA Board. This change has been incorporated in the revised JEPA.*

3. It was requested that Section 19, LIABILITY OF PARTIES, which acknowledges that the debt and obligations of the JPA are solely those of the JPA, be modified to remove the following phrase “...except upon the termination or withdrawal of any Public Agency as provided in Sections 20 and 21 of this agreement.” *This phrase was removed, however, Section 20, which addresses the distribution of assets and responsibility for debts and obligations of the member agencies upon withdrawal remains unchanged.*
SUBSEQUENT

If the JPA Board approves the revised JEPA, it will be forwarded to the member agencies for governing board review and approval. Once the process is completed, a proposed set of By-laws and a trail maintenance plan will soon be agendized for Board approval. Public Policy P-90, relating to taking positions on legislative and development proposals, will be agendized for review by the JPA Board within sixty days of the execution of the new JPA Agreement (execution is effective on the day the last member agency approves the agreement.) In addition, the budget and financial accounting process will be modified to accommodate the new reporting requirements of the JEPA.

FISCAL IMPACT:

If one or more agencies choose not to participate in updating or extending the term of the JEPA and withdraws, a member assessment loss equal to the size of the discontinuing member agency(ies) proportionate contribution would result.

ALTERNATIVES:

1. Do not approve the revised JEPA and provide staff with further direction on modifications.

Respectfully submitted,

Mark J. Ochenduszko
Interim Executive Director

Attachments:

2. Staff Report to JPA Board of November 21, 2014
3. Staff Report to JPA Board of January 16, 2015
4. Proposed Revised Joint Exercise of Powers Agreement (with changes highlighted)
BACKGROUND:

The original 1989 Joint Exercise of Powers Agreement (JEPA) between the County of San Diego and Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach, created the San Dieguito River Park Joint Powers Authority (JPA). The JEPA had a term of 25 years and expired on June 12, 2014.

In 2013, in anticipation of the JEPA expiration date, the JPA Board of Directors approved an amended JEPA which extended the term indefinitely. The amended JEPA was distributed to member agencies for consideration. In order to fully execute the amended JEPA, all six member agencies had to approve it. The County and the cities of Del Mar, Escondido, Poway and Solana Beach approved the amended JEPA in fall 2013. The City of San Diego did not approve it, therefore it was not executed.

In early 2014, to avoid JPA dissolution, the JPA Board proposed a 50-year extension of the 1989 JEPA. Dissolution would have resulted in the distribution of JPA assets and open space management. The extension agreement was written so that only two member agency signatures were required to execute the extension. Five of the six member agencies approved the extension agreement in May 2014, therefore the extension is in effect. Member agencies that approved the extension included the County and the cities of Del Mar, Escondido, Poway and Solana Beach. The City of San Diego did not approve the extension as written, however, the extension agreement allowed member agencies to retain membership pursuant to an alternative agreement approved by all members.

The City of San Diego did not approve the 50-year extension due to unresolved concerns with the 1989 JEPA terms that need to be addressed before the City can agree to a long-term extension. Instead, the City of San Diego opted to renew its membership for six months only, during which time the member agencies will negotiate a new long-term JEPA. All member agencies have approved the City’s six-month extension request. The City’s extension will have taken effect on June 13, 2014 and will last through December 31, 2014, unless otherwise extended in writing by the City of San Diego.

The City of San Diego’s concerns regarding the JPA and JEPA were outlined in a letter from Mayor Kevin Faulconer addressed to JPA Board Chair Dave Roberts dated May 2, 2014. The County also identified concerns via Board of Supervisors letters brought forward through hearings related to the proposed 2013 amended JEPA (not executed) and the 2014 JEPA 50-year extension. To address these items, a JPA Board Subcommittee and a Working Group of member agency staff was created to assess the current JEPA and identify opportunities for improvements.
JPA BOARD SUBCOMMITTEE MEMBERS:

Dave Roberts, JPA Board Chair
Don Mosier, JPA Board Vice-chair
Sherry Lightner, Board member
Mark Kersey, Board member

WORKING GROUP REPRESENTATIVES:

County of San Diego
Brian Albright, Director of Parks and Recreation (DPR)
Cheryl Goddard, Land Use Environmental Planner, DPR

City of Del Mar
Jon Terwilliger, Assistant City Manager

City of Escondido
Loretta McKinney, Director of Library and Community Services

City of Poway
Robin Bettin, Director of Community Services
David Richards, Management Assistant, City Manager’s Office

City of San Diego
Halla Razak, Director of Public Utilities
Marie Wright-Travis, Assistant Director of Public Utilities
Jeff Pasek, Watershed Manager, Public Utilities

City of Solana Beach
Wende Protzman, Deputy City Manager

GOAL OF THE WORKING GROUP:

The goal of the Working Group is to discuss the concerns identified by member agencies and to reach consensus on recommendations that will provide guidance for a new long-term JEPA. The Working Group has reached consensus on the recommendations summarized below.
DISCUSSION ITEMS AND WORKING GROUP RECOMMENDATIONS:

I. Weighted/Non-Weighted Voting

The JPA Board consists of nine members. The two largest member agencies, the City of San Diego and the County, each have two representatives on the JPA Board while the remaining member agencies have one representative. The San Dieguito River Park Citizens Advisory Committee (CAC) chair is also a voting JPA Board member. Currently, the JPA Board has non-weighted voting.

The City and County collectively contribute 62% of member agency contribution (JPA funding) but only represent 44% or 4/9ths of the vote. The City of San Diego proposed weighted votes to reflect an agency’s percentage of financial contribution. This item must consider the vote of the CAC chair as the CAC does not contribute financially but in volunteer hours.

The Working Group discussed following the SANDAG Board voting method. All actions of the SANDAG Board must be approved by a majority of the tally and weighted votes. For SANDAG, the tally vote is compiled by counting the votes of each city and the county and the weighted vote reflects the population in each jurisdiction or the unincorporated area in the case of the County of San Diego. The County and City of San Diego each have two SANDAG Board members. There is a Member A and a Member B for these two jurisdictions. For tally votes, Member A receives the tally vote. If Member A is absent, Member B receives the tally vote. For weighted votes, the County of San Diego receives 16 votes which are split evenly between Members A and B (8 votes each). The City of San Diego receives 40 votes which are also split evenly between Members A and B (20 votes each). If either Member A or B is absent, the other Member receives the full weighted vote.

Recommendation:

The Working Group recommends the JPA continue with non-weighted voting unless a JPA Board member calls for weighted voting. Weighted voting may only be called if there is a fiscal impact of the vote to the JPA: expenditure, revenue, staffing, and facilities/space consequences of implementing recommendations submitted for Board action. If weighted voting is called for, the CAC chair becomes an ex officio member who abstains from the vote.

While SANDAG’s weighted vote reflects the population in each jurisdiction, the Working Group recommends the JPA Board weighted vote reflect actual member agency contribution for the current fiscal year. Member agency contribution considers population and area in each jurisdiction.

The County and City of San Diego each have two JPA Board members. Like SANDAG, the County and City of San Diego’s weighted vote will be split evenly between their Board members. In the event that one of its Board members is absent, the full weighted vote will go to the Board member present.
II. **Land Use and Management Authority and Obtainment of Necessary Permits**

The JPA manages and maintains trails on some lands owned by member agencies. The land owner retains full land use and management authority over the land including trails.

There have been past trail events and construction projects held on City of San Diego owned lands where City of San Diego staff stated they were not notified of the event.

**Recommendations:**

The Working Group agrees each member agency retains land use and management authority on lands it owns within the park boundary and recommends the JEPA acknowledge this authority.

Additionally, the Working Group recommends the JEPA require the JPA to develop by-laws and operating guidelines by a certain date, e.g. within 1 year of executing a new long-term JEPA. Such document should direct JPA staff and/or trail event/project organizers to notify member agencies of events as early as possible. The trail event/project organizers would be required to obtain permits from the member agencies in advance of the event/ construction. Member agencies would provide a streamlined review process for trail events/projects within the park boundary.

III. **JEPA Expiration Date**

The proposed 2013 amended JEPA (not executed) did not include an expiration date. JPA staff and counsel recommended that the amended agreement have no specific expiration date because the JPA enters into conservation easements and agreements that do not have expiration dates and have ongoing obligations.

The executed 2014 JEPA extension has a term of 50 years. The City of San Diego believes the JEPA legally requires an expiration date due to the rule of perpetuities.

**Recommendations:**

The Working Group recommends keeping the 50 year term per the executed 2014 JEPA extension.

Additionally, the Working Group recommends the JEPA require member agencies to review the JEPA every 5 years. If no changes are proposed, no additional action is needed. If changes are proposed, the member agencies will coordinate with JPA staff on the proposed amendments. The amendments will need to be presented to the JPA Board for their consideration and ultimately to the member agencies’ respective boards and councils for their consideration and approval. At the end of 50 years, the JEPA will need to be extended or amended in order to prevent dissolution of the JPA.
IV. **Review of Data Used for Member Agency Contribution Formula**

Member agency contributions are based upon the total population of each member agency and the amount of acreage each has within the San Dieguito River Park Focused Planning Area.

At the time the current member agency contribution formula was approved by the JPA, January 2010 projected population numbers were used to determine member agency contributions as census data was not yet available. The projected 2010 population for the City of Poway was 52,000. The release of census data shows the City of Poway actually has a population of 48,000.

The population ranges and associated assigned percentages used in the member agency contribution formula are as follows:

- 0-10,000 5%
- 10-50,000 8%
- 50-250,000 11%
- 250-500,000 22%
- 500,000+ 32%

As is the case with the City of Poway, the projected and actual population data used for the formula may impact contribution amounts for a member agency.

This discussion item involves how the approved contribution formula is currently being implemented as well as how the formula will be reviewed and adjusted moving forward.

**Recommendations:**

The City of Poway may request the JPA Board to review current contribution amounts based on actual (vs. projected) census data. Changes to the contribution percentages will need to be approved by the JPA Board and ultimately the member agencies’ respective boards and councils.

The Working Group recommends the member agency contribution formula be included in the JEPA. The original JEPA is silent on the contribution formula.

The Working Group also recommends member agencies review the JEPA every 5 years (as discussed in Item III. above) including review of the data used to implement the contribution formula. Adjustments to member agency contribution amounts may be required based on this review. Changes to the contribution percentages will need to be approved by the JPA Board and ultimately the member agencies’ respective boards and councils.
V. **Service Levels for Maintenance Functions**

Per discussions with JPA staff, the JPA does not have formal trail maintenance standards or best management practices for the river park but operates using trail maintenance standards per State Park guidelines and a Ranger Trail Patrol Protocol.

**Recommendation:**

The Working Group recommends the JPA approve formal trail maintenance standards or best management practices specific to the river park and should incorporate existing practices. These standards/practices should be documented in by-laws or in an operating guidelines document (as discussed in the recommendations for Item II. above)

VI. **JPA Board Approval of JPA Public Positions and Outreach**

It has been the practice of JPA staff to send comment letters on environmental documents at the administrative level when necessary to meet public review deadlines. This includes sending comments on JPA letterhead even though the item may not have been presented to the JPA Board for consideration. JPA staff has followed this practice per their interpretation of JPA Board Policy No. P90-1 adopted on May 18, 1990. Policy No. P90-1 states a project need not be referred to the Board where staff or the Project Review Committee (PRC), a subcommittee of the Citizen’s Advisory Committee, determines the project does not impact the focused planning area, or where staff or the Project Review Committee determines the project clearly falls within the policies the Board has previously adopted or policy statements the Board has previously issued.

To address the concern that JPA staff was sending comments on official JPA Board letterhead when comments had not been presented to the Board, the JPA Board adopted a Communication Policy (Policy No. P14-01) on June 20, 2014. The purpose of this policy is to establish procedures for sending communications that may convey individual Board member actions or approvals. The policy requires all communications commenting on private or public projects that are sent out by JPA staff but have not been approved by the JPA Board will be sent on letterhead that does not include Board member names in the masthead. Communications commenting on private or public projects that are approved by the JPA Board will be sent on letterhead that includes Board member names in the masthead, and the communication will list specifically how each Board member voted. If an individual Board member was absent, or voted no, or abstained, that information will be included in the communication.

The Communication Policy does not address the City of San Diego’s concern regarding JPA public positions and outreach. The City’s position is that the JPA Board should not delegate to staff its authority to take a position on a development project that the JPA Board has not considered.
Recommendations:

The Working Group recommends the JPA Board revisit and review Board Policy P90-1 and how it is being implemented.

The Working Group recommends the JPA Board review the policies and policy statements that JPA staff and the PRC are using to base their comments. These documents must be consistent with member agencies’ land use plans including but not limited to master plans, specific plans, and habitat conservation plans.

The Working Group also recommends the JPA Board review sample comment letters prepared by JPA staff. The samples should be representative of comment letters presented to the JPA Board and those sent by JPA staff without JPA Board input. The letters must be evaluated to ensure comments are consistent with the intent of Board Policy P90-1.

Additionally, the Working Group recommends future comment letters sent by JPA staff without JPA Board input reference specific Board Policies as they relate to each comment and that the member agency whose jurisdiction a project is located be copied on the comment letter.

VII. Purpose and Powers of the JPA

The City proposes amendments to Sections 1 (Purpose), 3 (Creation of Independent Agency) and 10 (Powers of Authority) of the JEPA which address the purpose and powers of the JPA.

Recommendation:

The Working Group reviewed language proposed by the City of San Diego relating to purpose and powers of the JPA and has reached consensus on proposed language which is shown in Attachment A.

The proposed changes clarify 1) that the JPA is to coordinate efforts for the river park; 2) JPA actions related to the river park should be consistent with member agency land use plans; 3) “Public Agencies” means two or more member agencies; and 4) the JPA can only dispose of property it owns. The proposed language also deletes reference to the JPA’s ability to sue and be sued in its own name as this power is stated in Government Code Section 6508 and Government State Code commencing at Section 6500 is referenced in Section 1 - Purpose of the Agreement.

The Working Group recommends the language shown in Attachment A be incorporated in the new JEPA.
VIII. **Requested Financial Documents**

JPA staff prepares annual line item budgets for JPA Board consideration. The current budget format does not identify how member agency contributions are distributed/represented geographically throughout the park boundary.

Per discussions with JPA staff, an estimated 85% of member agency contribution is spent on lands owned by the City of San Diego while the remaining 15% is spent on lands owned by the County of San Diego.

**Recommendation:**

The Working Group recommends the JEPA include language regarding financial reporting requirements. The specific requirement to report on how and where member agency contributions and the operating budget are spent should be documented in by-laws or an operating guidelines document (as discussed in the recommendations for Item II. above).

IX. **JPA Staff Management Structure**

Per discussion with JPA staff, the JPA Executive Director has not been receiving performance reviews for many years.

**Recommendation:**

The Working Group recommends the JEPA include language requiring the Executive Director receive annual performance review from the JPA Board.

X. **Litigation by the JPA**

The City of San Diego is concerned that JPA staff may have initiated and/or commented on potential litigation without direction from the JPA Board.

**Recommendations:**

The Working Group recommends the JEPA include language requiring JPA staff to present items to the JPA Board regarding the intention to bring suit, be involved in a suit, or weigh in on something related to a lawsuit prior to taking any actions or providing comments on the lawsuit.

Additionally, the Working Group recommends the JEPA include language providing defense and indemnification to member agencies as separate entities from the JPA.
XI. Voting Rights if a Member Agency Elects Not to Pay its Member Agency Contribution

The 2013 amended JEPA (not executed) included a new provision that suspends the voting rights of any non-paying member agency until the outstanding annual contributions are paid. The City of San Diego proposed that voting rights be reinstated if a member agency contributes to the current fiscal year.

Multiple member agencies are concerned that in some circumstances, suspension of voting rights may not provide sufficient incentive for a non-paying agency to meet its membership dues obligations.

The Working Group acknowledged that requiring a non-paying member agency to repay all outstanding annual contributions may be financially infeasible and may prevent agencies from re-establishing their membership into the JEPA.

Recommendation:

The Working Group recommends the JEPA include a provision that member agencies that elect not to pay its member agency contribution must pay current year plus six months of past unpaid contributions in order to be in good standing and to reinstate its JPA Board member’s voting rights.

XII. Member Agency Withdrawal and JPA Dissolution Process

The original JEPA is silent and does not include a process if a member agency decides to withdraw from the JPA. Section 18 (Disposition of Assets) of the JEPA includes general language regarding the distribution of assets should the JPA no longer exist. The language states at the termination of the JEPA, all property of the JPA, after all liabilities validly incurred under the JEPA are paid, will be returned to the member agencies as nearly as possible in proportion to the contributions.

It should be noted that all land acquisitions and capital projects were implemented using grants or donations. Annual member agency contributions are used for operations (staff, administration, etc.).

Recommendations:

The Working Group recommends the JEPA include specific language clarifying the distribution of assets and liabilities if a member agency elects to withdraw from the JPA or if the JPA ceases to exist.

The Working Group recommends assets should stay with the JPA as long as it is in existence and an inventory of assets and liabilities should be kept and updated annually.
In the event a Public Agency withdraws from the JPA, the Working Group recommends the JPA provide the withdrawing member agency with an accounting of the JPA's assets and liabilities as of the withdrawal date.

In the event the JPA is later dissolved, the Working Group recommends real property be distributed to the jurisdiction on which the land, including any structures or other improvements, is located. The Working Group recommends other properties and assets (non-real property) as well as liabilities be divided among the member agencies as nearly as possible in proportion to the contributions made since the execution of the original 1989 JEPA. The baseline for a withdrawn member agency’s proportionate share of any assets and liabilities should be based on the accounting as of the date of withdrawal.

XIII. **Coast to Crest Trail Public Access Agreements**

One of the San Dieguito River Park’s goals is to create a multi-use trail system for hikers, bicyclists and horseback riders that will extend from the ocean at Del Mar to the San Dieguito River's source on Volcan Mountain, just north of Julian. This is a distance of approximately 55 miles. This linear trail system has been named the Coast to Crest Trail.

Member agencies own lands and continue to acquire lands within the park boundary that include Coast to Crest Trail segments. While the member agencies manage these lands, the JPA manages and maintains the majority of the trails located on member agency lands. Additionally, the JPA has pursued grant funding to improve these trails including construction of bridges and other amenities. Public access agreements have not been secured by the JPA for the Coast to Crest Trail and connector trails. To ensure the Coast to Crest Trail is open for public recreational use in the future, the JPA should pursue public access agreements, e.g. trail easements, right of access permits, leases, license agreements.

**Recommendations:**

The Working Group recommends the JEPA include language requiring the JPA to pursue public access agreements for the Coast to Crest Trail and connector trails within the park boundary. This includes agreements on lands currently owned by member agencies as well as lands that are acquired by member agencies in the future.

Member agencies will work cooperatively and in good faith with JPA staff to draft public access agreements acceptable to their agency as it applies to their property.
NEXT STEPS:

The recommendations above were presented to the JPA Board Subcommittee on October 22, 2014 and were received favorably. The Subcommittee reported on these recommendations to the full JPA Board of Directors at the November 21, 2014 JPA Board meeting. While the JPA Board agreed with the majority of the recommendations, there was discussion regarding the Working Group’s recommendation of how assets and liabilities should be distributed in the event that the JPA dissolves. The Working Group anticipates that the JPA Board will continue discussion regarding this item at its December meeting.

In preparation of the December JPA Board meeting, the Working Group will draft a new long-term JEPA based on this Recommendations Paper. Upon reaching consensus on the proposed long-term agreement, the agreement will be presented to the JPA Board for their consideration. If a new long-term agreement is approved by the JPA Board it will be brought before member agencies’ governing boards for their consideration. If approved, the new long-term agreement will replace the 2014 JEPA extension currently in place.
TO: JPA Board

FROM: Staff

SUBJECT: Status of Revision of Joint Exercise of Powers Agreement (JEPA)

RECOMMENDATION:

It is recommended that the Board of Directors review the Working Group Recommendations Paper and Project Completion Schedule for the Joint Exercise of Powers Agreement, provide conceptual approval of the recommended revisions, and direct that a revised Joint Exercise of Powers Agreement consistent with the noted recommendations be placed on the December 2014 Board of Directors Meeting Agenda for consideration of approval.

BACKGROUND:

The Joint Exercise of Powers Agreement (JEPA) between the six member agencies of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA) became effective in 1989, had a 25 year term, and was scheduled to expire on June 14, 2014. In early 2014, an extension was executed with a 50 year term limit and other modifications to conditions of the agreement. Approval of five of the six member agencies was reached and the new JEPA became effective. The City of San Diego did not enter into the agreement as it had unresolved concerns regarding some of the conditions of the original and new agreement, and certain JPA operations. San Diego requested renewal of its membership for a limited six month period pending resolution of the issues. The six month extension request was assented to by the other member agencies and expires on December 31, 2014.

In response to the City of San Diego’s concerns expressed in a letter of May 2, 2014 from Mayor Kevin Faulconer, the Board of Directors determined that an effort be undertaken to review and revise the JEPA. The Board empaneled an Ad Hoc Subcommittee to provide leadership to the process and appointed Chair Roberts, Vice Chair Mosier, and Directors Lightner and Kersey to serve. Subsequently, a Working Staff Group representing each of the member agencies was formed to perform the administrative work on the development of a revised JEPA.

The attached Working Group Recommendations Paper was drafted, and the staff group reached consensus on its provisions in early October. The Recommendations Paper was reviewed by the Ad Hoc Subcommittee on October 22nd. The Subcommittee reached consensus on the terms as provided in the attached document.

The major recommended changes to the JEPA and other operational matters (to be
addressed in forthcoming By-Laws and Operational Guidelines documents) are as follows:

**Term of JEPA:** 50 years from execution. The JEPA shall be reviewed every five years by the member agencies, and if changes are determined to be necessary, a process to revise or amend the JEPA will be implemented subject to the approval of the Board and legislative bodies of the respective member agencies.

**Weighted Vote:** The JPA will continue using the existing tally vote system, however, a member may request a weighted vote on any matter if it has a fiscal impact on the JPA (i.e. expenditures, revenues, staffing, and/or facilities/space implications.) A weighted vote would be based on each actual member agency’s percentage financial contribution for the immediate prior fiscal year. In instances where a weighted vote is employed, the Citizen’s Advisory Committee Chair (who serves as a voting member of the nine member Governing Board) would become an ex-officio member for the purposes of the vote, and therefore, abstain. (Note that a current Board member, an executive staff member from the 22nd Agricultural District, serves as an ex-officio member and does not vote on matters presented to the Board).

**Land Use and Management Authority:** The JEPA should include a section that acknowledges that each member agency retains land use and management authority over property it owns within the park boundary. Further, By-Laws and Operating Guidelines are to be developed and implemented within one year of execution of the new JEPA.

**Member Agency Contribution Formula:** Member agency contributions are based on a formula that considers each agency’s total population and acreage within the Focused Planning Area. The contribution formula shall be included in the JEPA and may be reviewed every five years along with the review of the entire agreement. In the meantime, the Working Group Recommendations Paper acknowledges that the City of Poway may request a review of current contribution levels based on variance between population used for the purposes of the formula and the most recent U.S. Census data.

**Maintenance/Service Levels:** The JPA shall adopt trail maintenance standards that would be memorialized in either the pending By-Laws or Operational Guidelines.

**Public Policy Positions:** Presently, Board Policy P90-1 provides direction for JPA response to development proposals, environmental documents, and other public policy matters potentially impacting the park. The Board shall review the policy and how it is implemented by the JPA staff and Project Review Committee (a subcommittee of the Citizen’s Advisory Committee.) Specific changes recommended are that the JPA comments be consistent with the member agency’s land use plans within which the proposed development is sited, any comment letters sent by JPA staff shall be reviewed by the Board, and future comment letters sent out by staff shall reference specific Board policies relied upon for each comment. Finally, the recommendations prescribe that a member agency shall receive a copy of any comment letter addressing a project within its jurisdiction.
Purpose and Powers of JPA: The purpose section of the JEPA shall have an additional sentence noting that the JPA is to “coordinate” efforts for the river park; “Public Agencies” shall be defined as two or more members; and the JPA may only dispose of property it owns. This section will also be revised to indicate that the JPA will exercise its powers consistent with the land use plans of the public agencies that have ownership of the land. It will also delete the section acknowledging that the JPA may sue or be sued by others in its own name (notwithstanding that this power is provided for in the California Government Code.)

Financial Reporting: The proposed By-Laws or Operational Guidelines shall specify that the JPA will report on how and where (within member agencies boundaries) member agency contributions and the operating budget are spent.

Annual Performance Review of Executive Director: The JEPA shall include a provision that the Executive Director will receive an annual performance evaluation by the Board.

Litigation: The JPA Board shall approve of, prior to the initiation of or participation in, any litigation. Additionally, the JPA shall provide defense and indemnification to member agencies as separate entities.

Voting Rights of Member Agencies Electing Not To Provide Its Contribution: The voting rights of a member agency that has determined not to provide its agency contribution shall be suspended and thereafter not reinstated until such agency pays its current fiscal year plus six months of its previous year unpaid contribution.

Member Agency Withdrawal and JPA Dissolution: If a member agency decides to withdraw, it shall be provided with an accounting of the JPA’s assets and liabilities as of the withdrawal date; however, all assets and liabilities shall remain with the JPA until its dissolution. An updated report of assets and liabilities shall be prepared annually. If the JPA is dissolved, real property shall be distributed to each agency based on the boundaries within which the property is located. Non-real property assets and liabilities shall be apportioned based on the total proportionate contributions made by each member agency dating back to the JPA’s inception.

Public Access Agreements: The JEPA shall be amended to state that a Public Access Agreement will be obtained from each member agency for each trail segment maintained or operated by the JPA that is on land owned by such member agency.

SUBSEQUENT ACTIONS:

If the JPA Board conceptually approves the recommended changes to the JEPA and the organization’s operations, the attached schedule will be followed to complete the process of revising and approving the JEPA document, By-Laws, and Operating Guidelines. The City of San Diego will be required to extend its limited term membership to March 1, 2014, and member agencies will need to consent to the extension.
**FISCAL IMPACT:**

If one or more agencies choose not to participate in updating or extending the term of the JEPA and withdraws, a member assessment loss equal to the size of the discontinuing member agency(ies) proportionate contribution would result.

**ALTERNATIVES:**

1. Do not provide conceptual approval to the recommended changes to the JEPA and associated documents. Provide staff with further direction on modifications.

Respectfully submitted,

Mark J. Ochenduszko
Interim Executive Director

Attachments:

1. San Dieguito River Park Member Agency Working Group Recommendations Paper With Attachment A (October 22, 2014)
2. May 2, 2014 Letter from San Diego Mayor Kevin Faulconer
3. Fast Track Action Plan and Project Schedule to Approve San Dieguito River Park Revised JEPA
DATE: January 16, 2015

TO: JPA Board

FROM: Staff

SUBJECT: Approval of Joint Exercise of Powers Agreement (JEPA)

RECOMMENDATION:

It is recommended that the Board of Directors review the proposed revised Joint Exercise of Powers Agreement, approve it, and ask that members place the item on their respective governing board agendas for consideration and approval by the end of February, 2015.

BACKGROUND:

The Joint Exercise of Powers Agreement (JEPA) between the six member agencies of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA) became effective in 1989, had a 25 year term, and was scheduled to expire on June 14, 2014. In early 2014, an extension was executed with a 50 year term limit and other modifications to conditions of the agreement. Approval of five of the six member agencies was reached and the new JEPA became effective. The City of San Diego did not enter into the agreement as it had unresolved concerns regarding some of the conditions of the original and new agreement and certain JPA operations. San Diego requested renewal of its membership for a limited six month period pending resolution of the issues. The six month extension request was assented to by the other member agencies and was to expire on December 31, 2014.

In response to the City of San Diego’s concerns expressed in a letter of May 2, 2014 from Mayor Kevin Faulconer, the Board of Directors determined that an effort be undertaken to review and revise the JEPA. The Board empaneled an Ad Hoc Subcommittee to provide leadership to the process and appointed Chair Roberts, Vice Chair Mosier, and Directors Lightner and Kersey to serve. Subsequently, a Working Staff Group representing each of the member agencies was formed to perform the administrative work on the development of a revised JEPA.

The attached Working Group Recommendations Paper was drafted (Attachment 2), and the staff group reached consensus on its provisions in early October. The Recommendations Paper was reviewed by the Ad Hoc Subcommittee on October 22nd and the Subcommittee reached consensus on its terms. The Board of Directors reviewed the matter on November 21, 2014 (the staff report is included as Attachment 1) and directed that a revised Joint Exercise of Powers Agreement be prepared (consistent with the terms of the Recommendations Paper) and returned for approval.
Since the Board meeting, the entire working group has met on two occasions, and I have met with County and City of San Diego staff representatives several additional times to transfer the terms of the working group recommendations document into a draft revised agreement. A draft JEPA was developed and circulated, numerous revisions were made, and additional revisions were requested by individual JPA board members. In late December, the working group verbally reached consensus on the additional recommended changes and a draft revised JEPA (Attachment 3) has been prepared.

The significant changes that are being proposed since the November Board of Directors review are as follows:

1. **Weighted Vote**: A weighted vote may be called for by a Board member if an issue has a financial impact on the JPA. Financial impact is defined as affecting the costs, expenditures, revenues, staffing, facilities and spaces of the JPA. A board member interested in calling a weighted vote must notify all other Board members and JPA staff at least 24 hours in advance of the meeting (so that all Board members may be notified and make necessary plans to attend the meeting.) When a weighted vote is invoked, both a tally vote (including the CAC chair) and a weighted vote (excluding the CAC chair) will be conducted. The weighted vote will be based on each member agency's current year contribution, as determined by the contribution formula. A motion regarding the issue in question must be approved by a majority following both voting methodologies where a weighted vote is employed.

2. **Board Membership**: Board membership shall be made up of elected officials of the member agencies. The legislative bodies of the member agencies may appoint designees, rather than elected officials, to serve on the board.

3. **Review of Development Proposals**: The JPA may only take positions on development proposals that are within the Focused Planning Area.

4. **Member Agency Withdrawal**: Notification of intent to withdraw will not relieve a withdrawing member agency of its proportionate share of any debts, liabilities, or other financial obligations incurred prior to notice of withdrawal. Any amounts owing shall be due and payable within 30 days following the effective date of withdrawal. (This condition was added because the previous JEPA and draft revisions only contemplated the distribution of assets, not proportionate responsibility for financial obligations.)

The terms of the original working group paper, as modified by the above noted changes have been incorporated in the proposed JEPA (Attachment C).
SUBSEQUENT ACTIONS:

If the JPA Board approves the revised JEPA, it will be forwarded to the member agencies for governing board review and approval. Once the process is completed, a proposed set of by-laws and trail maintenance plan will soon be agendized for Board approval. Public Policy P-90, relating to taking positions on legislative and development proposals, will be agendized for review by the JPA Board within sixty days of the execution of the new JPA Agreement (execution is triggered on the day the last member agency approves the agreement.) In addition, the budget and financial accounting process will be modified to accommodate the new reporting requirements of the JEPA.

FISCAL IMPACT:

If one or more agencies choose not to participate in updating or extending the term of the JEPA and withdraws, a member assessment loss equal to the size of the discontinuing member agency(ies) proportionate contribution would result.

ALTERNATIVES:

1. Do not approve the revised JEPA and provide staff with further direction on modifications.

Respectfully submitted,

Mark J. Ochenduszko
Interim Executive Director

Attachments:

1. Staff Report to JPA Board of November 21, 2014 regarding proposed revisions to JEPA
2. Working Group Recommendations Paper
3. Proposed Revised Joint Exercise of Powers Agreement
AMENDED AND RESTATED 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 (the “Agreement”) is hereby made by and among 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 be referred to as “Public Agency” or collectively 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 continue to create, preserve, and enhance the San Dieguito River Valley Regional Open Space Park (“Park”) for the benefit of the public. The Focused Planning Area (“FPA”), the regional park planning area for the Park, is the area where planning and acquisition efforts for the Park are to be directed. A map of the FPA is attached as Exhibit A, and incorporated herein by this reference.

C. A 1989 Joint Exercise of Powers Agreement (“1989 JEPA”) between the County of San Diego and Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach, created the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“JPA” or “Authority”), which has as its governing body, representatives of each of the Public Agencies. The 1989 JEPA had a term of 25 years and was set to expire on June 12, 2014.

D. Public Agencies agree that a local agency shall continue to exist 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 JPA (as hereinafter defined) to be appropriate.

E. Effective May 14, 2014, five Public Agencies executed an extension of the 1989 JEPA for 50 years (Exhibit B); effective on June 13, 2014 all Public Agencies executed an extension of the City of San Diego’s membership to the 1989 JEPA through December 31, 2014 (Exhibit C). The purpose of this Agreement is to amend and restate the 1989 JEPA and the
extension agreements attached as Exhibits B through C as of its Effective Date (as hereinafter defined).

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Public Agencies as herein expressed, the Public Agencies agree that the recitals are incorporated herein by this reference and further 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 coordinate, to acquire, plan, design, improve, manage, operate and maintain the Park as shown in Exhibit A, and as may be increased or decreased in area from time to time, in a manner consistent with the land use plans of those Public Agencies who own the land, or if the land is not owned by any of the Public Agencies, then in a manner consistent with the land use plans of those Public Agencies that have jurisdiction over the land. 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 FPA as a regional open space greenbelt and park system that protects the natural waterways and the natural and cultural resources and sensitive lands, and provides compatible recreational opportunities that do not damage sensitive lands.

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

2. CREATION OF INDEPENDENT AGENCY. Pursuant to Section 6507 of the California Government Code, there is hereby a public entity known as the “San Dieguito River Valley Regional Open Space Park Joint Powers Authority” (“JPA”) and said JPA shall be an entity separate and apart from the Public Agencies, but shall be comprised of two or more member Public Agencies.

3. TERM.

a) This Agreement shall become effective immediately upon approval by the last of the Public Agencies (“Effective Date”), and shall continue in full force and effect so long as any two (2) Public Agencies agree to continue as members or for 50 years, whichever occurs first.

b) Every five (5) years from the Effective Date of this Agreement, Public Agencies shall meet and confer in good faith to review the terms of this Agreement. If no changes are proposed,
no additional action is needed. If changes are proposed, the Public Agencies shall coordinate with JPA staff on the proposed amendments. The proposed amendments shall be presented to the Board, as defined in Section 6 of this Agreement, for the Board’s consideration and ultimately to the Public Agencies’ respective legislative bodies for their consideration and approval. At the end of the 50-year term, Public Agencies may act to continue this Agreement in full force and effect for an additional 50 years.

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

5. **PUBLIC AGENCY CONTRIBUTION FORMULA.** The Public Agency Contribution Formula shall be based upon each Public Agency’s total population as determined by the most recent U.S. Census and the Public Agency jurisdictional acreage within the FPA, according to the weighted percentage ranges as follows:

<table>
<thead>
<tr>
<th>Population Weighted Percentages</th>
<th>Jurisdictional Acreage Weighted Percentages</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10,000 = 5%</td>
<td>0 = 0%</td>
</tr>
<tr>
<td>10,001-50,000 = 8%</td>
<td>1-500 = 2%</td>
</tr>
<tr>
<td>50,001-250,000 = 11%</td>
<td>above 500 = 4%</td>
</tr>
<tr>
<td>250,001-500,000 = 22%</td>
<td></td>
</tr>
<tr>
<td>500,001 and above = 32%</td>
<td></td>
</tr>
</tbody>
</table>

To calculate the Public Agency contribution percentage, each Public Agency’s population weighted percentage is added to the jurisdictional acreage weighted percentage, as follows:

\[
\text{Population Weighted \% + Jurisdictional Acreage Weighted \% = Public Agency Contribution \% (raw)}
\]

Thereafter, each Public Agency Contribution percentage (raw) shall be rounded to the nearest whole percentage and then divided by the total of all Public Agency Contribution percentages (raw), to calculate each normalized Public Agency Contribution percentage as follows:

\[
\frac{\text{Each Public Agency Contribution \% (raw)}}{\text{Total of all Public Agency Contribution percentages (raw)}} = \text{Public Agency Contribution \% (normalized)}
\]
Lastly, each Public Agency Contribution percentage (normalized) shall be rounded to the nearest whole percentage such that the sum of all Public Agency Contribution percentages (normalized) shall total 100%. The FY2014-15 Public Agency Contributions are provided in Exhibit D as an example of the application of the formula.

6. BOARD. The JPA shall be governed by a board to be known as the “San Dieguito River Valley Regional Open Space Park Board” (“Board”) consisting of nine voting Board Members, unless a weighted vote is invoked. Each Board Member shall serve in his or her individual capacity as a member of the Board. The selection of the members of the Board shall be as follows:

a) Two (2) Board Members each from among the elected officials of the governing bodies of the County of San Diego and the City of San Diego or one (1) elected official and one (1) designee appointed by their respective governmental bodies.

b) One (1) Board Member each from among the elected officials of the City Councils of the cities of Del Mar, Escondido, Poway, and Solana Beach.

c) One (1) Board Member holding the position of Chairperson of the San Dieguito Citizens Advisory Committee (“CAC”). The CAC is described in Section 9.

d) In addition, one (1) non-voting ex officio advisory representative shall be appointed by the Board.

e) The Board Members serve at the pleasure of their appointing authority. Each Board Member shall have an alternate which may act in his or her absence. Alternates shall be chosen in the same manner as Board Members except that the alternate to the Chairperson of the CAC shall be the Vice Chairperson of the CAC. Any vacancy shall be filled in the same manner as described herein for appointment.

f) The Board shall select its own Chairperson and Vice Chairperson from among the Board Members.

7. 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. In order to take final action on any item, there must be a majority vote of the Board Members present on the basis of one vote per Board Member. The CAC Chairperson is also a voting Board Member unless weighted voting is called for in which case both a tally vote and weighted vote is required to pass an act and the CAC Chairperson may vote during the tally vote but not the weighted vote. The Board shall continue with non-weighted voting unless a Board Member calls for weighted voting.


d) **Weighted Voting.** A Board Member may call for a weighted vote if there is a fiscal impact to the JPA. For the purposes of this agreement, fiscal impact includes costs, expenditures, revenues, staffing, facilities, and spaces.

If a Board Member intends to call for a weighted vote, the Board Member shall notify the other Board Members and JPA staff of their intention at least 24 hours prior to the meeting. If weighted voting is called for, both a tally and weighted vote shall be required. In order to take final action on any item, the following voting formula shall apply: 1) A majority vote of the Board Members present on the basis of one vote per Board Member; and 2) A majority of the weighted vote of the Public Agencies present.

The CAC Chairperson becomes an ex-officio Board Member for the weighted vote and shall abstain during the weighted vote. Board Members’ weighted votes shall reflect the Public Agency contribution for the current fiscal year as calculated by the Public Agency Contribution Formula. As the County of San Diego and the City of San Diego each have two (2) Board Members, their assigned weighted votes shall be evenly split between their Board Members. The FY2014-15 Weighted Vote Percentages are provided in Exhibit E as an example of weighted vote distribution.

e) **Voting Rights in the event of Non-Payment of Full Contribution Amount.** The voting rights (both non-weighted and weighted) of a Public Agency that elects not to pay its full contribution amount shall be suspended. In this case, the percentage of weighted votes for the remaining Board Members in good standing shall be rounded and normalized such that the sum of the weighted votes total 100%. In order to reinstate its Board Members’ voting rights, Public Agencies must pay the full current year contribution amount and six (6) months of past unpaid contributions for the immediate preceding year the Public Agency took a leave of absence.

8. **RULES OF THE BOARD.** The Board shall adopt written bylaws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of JPA within one (1) year of the execution of this Agreement. The written bylaws, rules, and regulations may be amended from time to time. Copies and amendments thereto shall be filed with the Public Agencies. If there is a conflict between the bylaws, rules, or regulations established by the Board and this Agreement, the Agreement shall prevail.
9. **STANDING COMMITTEE.** The Board shall appoint a standing committee to be known as the Citizen’s Advisory Committee ("CAC") which shall only be advisory to the Board. The CAC shall have a Chairperson selected by the Board and a Vice Chairperson selected by the Committee subject to the concurrence of the Board.

10. **OFFICERS AND EMPLOYEES OF THE JPA.**

   a) **Executive Director.** The Board may appoint an Executive Director who shall have such duties as prescribed by the Board. The Executive Director shall receive an annual performance review from the Board.

   b) **Treasurer.** The Treasurer of the JPA shall be the duly appointed and active Treasurer of the County of San Diego serving ex-officio as Treasurer of the JPA. 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 18 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 the JPA funds in accordance with general law. All interest collected on the JPA funds shall be accounted for and posted to the account of such funds.

   c) **Auditor.** The Auditor of the JPA shall be the duly appointed and acting Auditor of the County of San Diego serving ex-officio as Auditor of the JPA. The Auditor shall draw warrants or check-warrants against the funds of the JPA 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 the Auditor for performance of said services shall not be greater than those normally paid by other entities receiving similar services.

   d) **Experts and Other Employees.** The JPA may employ such other officers, employees, consultants, advisors, and independent contractors as it may determine necessary.

   e) **Bonds.** The JPA shall cause such of its officers and employees to be bonded as required by Auditor.
11. **PUBLIC POSITIONS.**

a) Neither the CAC nor the officers or employees of the JPA shall take a public position on items related to the Park without a prior documented action or the written consent of the Board.

b) The Board shall review and revisit the Board Policy No. P90-1 adopted on May 18, 1990 and Communication Policy No. P14-01, adopted June 20, 2014 within 60 days of the Effective Date of this Agreement.

12. **POWERS OF THE JPA.** The JPA shall have the powers:

a) To acquire, hold and dispose of property by any legal method for purposes of the Park, 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 the JPA to acquire or dispose of real property shall be subject to prior approval of the Public Agency wherein the property to be acquired or disposed of is located. Prior to acquisition or disposal of real property within the FPA by Public Agencies, they shall refer the proposed transaction to the JPA for review and recommendation. However, failure of a Public Agency to make a referral shall not affect its validity.

b) To review and comment on development proposals submitted to Public Agencies which are within the FPA.

c) To coordinate, improve, manage, operate and maintain the Park.

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

e) To employ agents and employees.

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

13. **OPERATION AND MAINTENANCE.**

a) The JPA shall provide for operation and maintenance of the Park. The JPA may contract with the County of San Diego through its Department of Parks and Recreation to operate and maintain the Park, in which event the JPA shall audit and evaluate County’s performance as necessary to determine whether the County should continue to perform this function. The JPA may maintain trails on some lands owned by Public Agencies. The land
owner retains full land use and management authority over the land including trails subject to the jurisdictional land use authority of the Public Agency in which the land is located.

b) The Board shall adopt trails maintenance and management standards specific to the Park within 60 days from the Effective Date of this Agreement. The JPA shall maintain trails in accordance with these standards.

c) Coast to Crest Trail Public Access Permits. One of the JPA’s goals is to create a multi-use trail system for hikers, bicyclists and horseback riders that will extend a distance of approximately 55 miles from the ocean at Del Mar to the San Dieguito River's source on Volcan Mountain, just north of Julian (Coast to Crest Trail). Public Agencies own lands and continue to acquire lands within the park boundary that include Coast to Crest Trail segments. While the Public Agencies manage these lands, the JPA may pursue grant funding to procure access permits, manage and maintain the trails located on Public Agencies’ lands. Public access permits (trail permits, right of access permits, leases, and license agreements) shall be secured by the JPA for the Coast to Crest Trail and connector trails to ensure the Coast to Crest Trail is open for public recreational use in the future. Public Agencies shall work cooperatively and in good faith with the JPA staff to issue public access permits acceptable to the Public Agencies as it applies to their property.

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

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

16. FUNDING.

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

b) The JPA 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) The JPA 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 JPA 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 JPA may determine in the absence of such direction.

e) The JPA may collect and expend revenues generated from Park operations and activities.

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

18. RECORDS AND ACCOUNTS – CHARGE FOR SERVICE.

a) The JPA shall be strictly accountable for all funds.

b) The JPA 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) The JPA shall cause a single annual audit of the accounts and records of the JPA 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. The financial statement shall include how and where Public Agency contributions and the operating budget are spent. A Public Agency may request an accounting and/or a “for cause” audit. A “for cause” audit is a non-routine non-scheduled audit which allows Public Agencies the opportunity to review the financial documentation of the JPA. The JPA shall respond promptly to the request for an accounting or “for cause” audit.

d) The County of San Diego shall determine the charges, if any, to be made against the JPA for the services of the Treasurer, Auditor and other County officers and employees.
19. LIABILITY OF PARTIES. Pursuant to the authority of Section 6508.1 of the California Government Code, the debts, liabilities, or obligations, of the JPA shall be solely the debts, liabilities and obligations of the JPA and not the Public Agencies. As more particularly set forth below, the JPA shall provide a defense and indemnification to Public Agencies as separate entities from the JPA.

   a) Indemnification. The JPA shall defend, indemnify, and hold harmless Public Agencies, their elected officials or designees, appointed officials, officers, representatives, agents, and employees, except in the case of a Public Agency’s non-payment of the full contribution amount, from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the JPA’s officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Agreement or the operation of the Authority, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that the JPA’s duty to defend, indemnify and hold harmless shall not include any established liability arising from the established gross negligence or intentional misconduct of Public Agencies, their elected officials, officers, representatives, agents and employees. A Public Agency may, at its election, conduct its own defense or participate in its own defense of any claim related in any way to this indemnification. If a Public Agency chooses at its own election to conduct its own defense or participate in its own defense in defense of any claim related to this indemnification, the JPA shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs. The JPA’s duty to defend, indemnify, and hold harmless shall not include any claims asserted or liability established by the JPA against a Public Agency, or by a Public Agency against the JPA.

20. WITHDRAWAL OR TERMINATION AND DISPOSITION OF ASSETS. At the termination of this Agreement or if the JPA ceases to exist, all real property owned by the JPA shall be distributed to the jurisdiction on which the land, including any structures or other improvements, is located, together with the endowment funds, if any, specific to operating and maintaining such land, structures, or improvements. All other properties and assets (non-real property) as well as liabilities shall be divided among the Public Agencies proportionately based on the formula for calculating the Public Agency’s contribution as set forth in Section 5.

Any Public Agency may withdraw from this Agreement upon 90 days’ written notice of such action of withdrawal being filed with the Board. The written notice to withdraw shall be filed with each party to this Agreement. A Public Agency’s withdrawal from this Agreement shall not relieve the withdrawing Public Agency of its proportionate share of any debts, liabilities, or other financial obligations that are in existence or incurred by the JPA prior to the effective date of the withdrawal. If a Public Agency withdraws from the JPA, all real property and assets owned by the JPA will stay with the JPA as long as it is in existence and an inventory of assets and liabilities shall be kept and updated annually. The JPA shall provide the withdrawing Public
Agency with an accounting of the JPA’s assets and liabilities as of the withdrawal date. The baseline for a withdrawn Public Agency’s proportionate share of any assets and liabilities shall be based on the accounting as of the date of withdrawal. The proportionate share of the Public Agency’s assets and liabilities shall be determined based on the formula for calculating the Public Agency’s contribution pursuant to Section 5. A withdrawing agency shall provide any and all payments owing within 90 days of receiving an accounting from the JPA.

21. NOTICES. Any notices referenced or required hereunder shall be sufficient if delivered by certified mail to:

COUNTY OF SAN DIEGO              Director of the Department of Parks and Recreation  
                                 5500 Overland Avenue, Suite 410  
                                 San Diego, CA 92123

CITY OF DEL MAR                      Office of the City Manager  
                                 1050 Camino Del Mar  
                                 Del Mar, CA 92014

CITY OF ESCONDIDO                    Office of the City Manager  
                                 201 North Broadway  
                                 Escondido, CA 92025

CITY OF POWAY                        City Manager’s Office  
                                 13325 Civic Center Drive  
                                 Poway, CA 92064

CITY OF SAN DIEGO                    Director of Public Utilities  
                                 Department of Public Utilities  
                                 202 C. Street, Suite  
                                 San Diego, CA 92101

CITY OF SOLANA BEACH                 Office of the City Manager  
                                 635 South Highway 101  
                                 Solana Beach, CA 92075

22. 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.
23. **AMENDMENT.** This Agreement can only be modified or amended in writing upon agreement by all participating Public Agencies who have not withdrawn from the JPA under Section 20.

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

25. **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.

26. **FILING OF NOTICE OF AGREEMENT.** Within 30 days after the Agreement becomes effective pursuant to paragraph 2 above, the JPA 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, the City of San Diego, the City of Del Mar, the City of Solana Beach, and by the County of San Diego.

Dated this ___ day of __________, 2015

CITY OF SAN DIEGO

By: ______________________
   (Title)

CITY OF SOLANA BEACH

By: ______________________
   (Title)
CITY OF DEL MAR

By: ______________________
    (Title)

CITY OF POWAY

By: ______________________
    (Title)

CITY OF ESCONDIDO

By: ______________________
    (Title)

COUNTY OF SAN DIEGO

By: ______________________
    (Title)
EXHIBIT D

Public Agency Contribution Formula for Fiscal Year 2014-15

The FY2014-15 Public Agency Contribution Formula is based upon the following calculations, using the most recent U.S. Census data as of 2010, and current jurisdictional acreage within the JPA jurisdiction:

<table>
<thead>
<tr>
<th>Public Agency</th>
<th>Population</th>
<th>Population Weighted Percentage (^1)</th>
<th>Jurisdictional Acreage</th>
<th>Jurisdictional Acreage Weighted Percentage (^2)</th>
<th>Total (Population% + Acreage%)</th>
<th>Public Agency Contribution (^3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Del Mar</td>
<td>4,660</td>
<td>5%</td>
<td>459.77</td>
<td>2%</td>
<td>7%</td>
<td>6%</td>
</tr>
<tr>
<td>Solana Beach</td>
<td>12,867</td>
<td>8%</td>
<td>0</td>
<td>0%</td>
<td>8%</td>
<td>7%</td>
</tr>
<tr>
<td>Poway</td>
<td>47,811</td>
<td>8%</td>
<td>666.33</td>
<td>4%</td>
<td>12%</td>
<td>10%</td>
</tr>
<tr>
<td>Escondido</td>
<td>147,514</td>
<td>11%</td>
<td>850.35</td>
<td>4%</td>
<td>15%</td>
<td>13%</td>
</tr>
<tr>
<td>Unincorporated County</td>
<td>503,320</td>
<td>32%</td>
<td>55,885.91</td>
<td>4%</td>
<td>36%</td>
<td>32%</td>
</tr>
<tr>
<td>San Diego</td>
<td>1,376,173</td>
<td>32%</td>
<td>16,325.93</td>
<td>4%</td>
<td>36%</td>
<td>32%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>503,320</strong></td>
<td><strong>32%</strong></td>
<td><strong>55,885.91</strong></td>
<td><strong>4%</strong></td>
<td><strong>36%</strong></td>
<td><strong>32%</strong></td>
</tr>
</tbody>
</table>

\(^1\) Population Weighted Percentage

0-10,000 = 5%
10,001-50,000 = 8%
50,001-250,000 = 11%
250,001-500,000 = 22%
500,001 and above = 32%

\(^2\) Jurisdictional Acreage Weighted Percentage

0 = 0%
1-500 = 2%
above 500 = 4%

\(^3\) Rounded and Normalized
Board member weighted vote percentages reflect the Public Agency contribution for the current fiscal year as calculated by the Public Agency Contribution Formula.

<table>
<thead>
<tr>
<th>Public Agency</th>
<th>FY 2014-15 Public Agency Contribution</th>
<th>Board Member Weighted Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Del Mar</td>
<td>6%</td>
<td>6%</td>
</tr>
<tr>
<td>Solana Beach</td>
<td>7%</td>
<td>7%</td>
</tr>
<tr>
<td>Poway</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Escondido</td>
<td>13%</td>
<td>13%</td>
</tr>
<tr>
<td>Unincorporated County</td>
<td>32%</td>
<td>Board member 1: 16%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Board member 2: 16%</td>
</tr>
<tr>
<td>San Diego</td>
<td>32%</td>
<td>Board member 1: 16%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Board member 2: 16%</td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>