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

Roll Call

Approval of the Minutes of November 18, 2016 (Page 3)

Public Comment

This portion of the agenda provides an opportunity for members of the public to address the Board on items of interest within the jurisdiction of the Board and not appearing on today’s agenda. Comments relating to items on today’s agenda are to be taken at the time the item is heard. Pursuant to the Brown Act, no action shall be taken by the Board on public comment items.

DISCUSSION/ACTION

1. Election of Officers and Committee Appointments (Page 7)

2. Recognition of Outgoing Board Members (Page 10)

3. Proposed Transition of Mitigation and Reserve Funds from Fidelity Investments to Rancho Santa Fe Foundation (Page 14)

4. Update on SDRP Coast Ranger Station (Page 25)

CONSENT

5. Approve Founders Tribute NRP Grant Resolution (Page 27)
6. Approve Rancho Paseana Easement (Page 35)

INFORMATION

7. Project Status Updates

   SANDAG W19 Wetland Restoration Project
   Pamo Trail

8. Executive Director’s Report

   Budget Status Report (Page 50)
   Horsepark Trail Update

9. 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

10. Jurisdictional Status Reports

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

11. Communications

THE NEXT REGULAR JPA MEETING WILL BE February 17, 2017

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

****Due to the high cost of printing and mailing the JPA and CAC agendas,
the JPA has converted to an email distribution of both agendas. Please advise
the office at 858 674-2270 if you do not have an e-mail address and want other
arrangements to be made. The agenda and minutes are available at no cost on
the San Dieguito River Park web site at www.sdrp.org
SAN DIEGUITO RIVER PARK
JOINT POWERS AUTHORITY
Minutes of November 18, 2016

MEMBERS PRESENT
Barry Leonard
Don Mosier
Olga Diaz
Dave Zito
Jeff Barnouw
Dustin Fuller

REPRESENTING
City of Poway
City of Del Mar
City of Escondido
City of Solana Beach
Citizens Advisory Committee
22 District Agricultural Association

VISITORS/STAFF PRESENT
Tomer Gutman
JPA Counsel
Kevin McKernan
San Dieguito River Park JPA
Shawna Anderson
San Dieguito River Park JPA
Brenda Miller
San Dieguito River Park JPA
Trish Boaz
San Dieguito River Valley Conservancy
John Barone
City of San Diego

MEMBERS ABSENT
Dianne Jacob-Chair
County of San Diego
Mark Kersey
City of San Diego
Sherri Lightner
City of San Diego
Dave Roberts
County of San Diego

Introduction and Announcements
Boardmember Leonard convened the meeting at 12:02 p.m. in the County Administration Building, 1600 Pacific Highway, Room 302/303, San Diego, CA 92101

Approval of Minutes of September 16, 2016
Boardmember Mosier made a motion to approve the minutes of September 16, 2016. Boardmember Barnouw seconded the motion.

Yes votes: Leonard, Mosier, Barnouw, Diaz, Zito
Absent: Jacob, Kersey, Lightner, Roberts

Executive Director's Report
Receive and file third party auditor’s report for fiscal year ending June 30, 2015. Boardmember Mosier made the motion to receive and file the third party auditor’s report for fiscal year ending June 30, 2016. Boardmember Zito seconded the motion.

Yes votes: Leonard, Mosier, Barnouw, Diaz, Zito
Absent: Jacob, Kersey, Lightner, Roberts

Executive Director McKernan included a SDRP budget status report in the agenda showing the first quarter income and expenditures for fiscal year 2016-2017 as well as the 2016 third quarter income and expenses for the Coast Budget which operates on a calendar year. Executive Director McKernan reported that a Citizens Advisory Committee meeting was held October 7, 2016 and asked CAC Chair Jeff Barnouw to
Boardmember Barnouw reported that the Friends of Sikes Adobe were welcomed as members of the Citizens Advisory Committee with Jim Lyon as the President. Boardmember Barnouw also reported that a second census of trails users has been completed. Four Trails Committee members were located at highly frequented trails located at the Lagoon Trail at San Andres. Boardmember Barnouw’s results were 11 different zip codes for 48 people during two hours on Saturday, October 22. Several trail users stated they came to the park several times a week. The information will be compiled and presented at the Trails Committee meeting in December. Boardmember Barnouw reported that a third Subcommittee, Interpretation Committee has been added to the Citizens Advisory Committee. The Citizens Advisory Committee also discussed the Akin Family donation and options for the use of this gift; options 1: Coast Ranger Station 2: Horsepark Trail Repair 3: Repay Fidelity Investment loan. After much discussion, the CAC decided to not consider option 3 and ranked the Coastal Ranger Station #1 and Horsepark Trail #2 in order of priority.

**Public Comment** - No public comment.

**ACTION AGENDA**

1. **Appoint Nominating Committee for JPA Board Officers**

   Executive Director McKernan reported that a nominating committee is appointed to determine the chair and vice-chair for the next year. The vice-chair usually assumes the role of chair with the chair choosing the committee. Alternate Leonard, speaking for Vice-Chair Grosch, said Vice-Chair Grosch would enjoy being the chair for the 2017 year. Boardmember Mosier made the motion that the nominating committee will be Vice-Chair Grosch, Boardmember Zito and Boardmember Diaz. Boardmember Zito seconded the motion.

   Yes votes: Leonard, Mosier, Barnouw, Diaz, Zito
   Absent: Jacob, Kersey, Lightner, Roberts

2. **Approve Resolution No. R16-3 Authorizing the Partnership With Live Well San Diego**

   Executive Director McKernan introduced this matter stating that Resolution R16-3 authorizes the JPA to become a partner with Live Well San Diego and recognized the JPA’s commitment to the program. Boardmember Mosier moved to authorize the partnership with Live Well San Diego. Boardmember Diaz seconded the motion.

   Yes votes: Leonard, Mosier, Barnouw, Diaz, Zito
   Absent: Jacob, Kersey, Lightner, Roberts
3. Project Status Updates

   a. Update on SDRP Coast Ranger Station

   Executive McKernan reported that the cost estimator provided an estimate of 1.2 million dollars, which is a little less than the two construction bids received. Staff is working with the architect and cost estimator to determine a lower, reasonable price and is waiting for the value engineer report. The item will be brought back to this board and sent out for a new bid, after the cost and financing plan have been determined. Design pictures are included in the agenda packet today. Principal Planner Anderson will present the project in detail at a board meeting in the near future.

   b. Update of SANDAG W19 Wetland Restoration Project

   Principal Planner Shawna Anderson presented a status update on the W19 project and provided a map of the area. In 2009 the JPA signed a Memorandum of Agreement with SANDAG to enable them to design a wetland restoration project on property that the JPA and City of San Diego own. The project is called W19. The project is a component of mitigation for the LOSSAN (freeway and railway project). SANDAG will create 60 acres of title wetlands and 15 acres of freshwater/brackish marsh (mitigation for the City of San Diego widening El Camino Real and replacing bridge). This design is the preferred design of many over the years with a river inlet connection and a berm to protect the area from sedimentation. A lot of hydrology work has been done to make sure the Southern California Edison restoration area is not harmed. The phase that the project is in now requires that an E.I.R. be completed. The JPA is the lead agency for CEQA on this project. There will be a meeting during the public review period in January. The draft E.I.R. will be released early in 2017 with construction to begin 2018. The JPA will be responsible for certifying the environmental document, thus playing an important role. SANDAG will be responsible for construction and for monitoring and maintenance of the project for five to ten years. After the mitigation requirements have been met SANDAG will turn over an endowment to the JPA for monitoring and maintenance in perpetuity. The sea level rise issue is being taken into consideration in this project, with models looking at 100, 50, and 25 year storms as well as combinations of storms. The utility corridor easement that bisects the two properties is vulnerable to erosion during severe storms and will need to be armored. The corridor will be left in place.

   c. Horsepark Trail Repair

   Executive Director McKernan attended the October 22nd Ag District meeting to give a presentation on the Horsepark Trail repair. The 22nd Ag District deferred the item until all board members were in attendance. There will need to be a soil test to move forward with any bridge project. The San Dieguito River Valley Conservancy stated they will fund the soil test. The JPA will work with the 22nd Ag District going forward on repairs.

4. Coordination Reports (oral)

   a. San Dieguito River Valley Conservancy- No report
   b. Friends of the San Dieguito River Valley – Boardmember Barnouw reported on the lawsuit against the City of San Diego. Both parties met however, there was no outcome, and negotiation continues.
Boardmember Barnouw also reported on the Milan project proposed on Via de la Valle near the polo fields. One issue regarding this project is 1985 Proposition A of rezoning the property which needs to be voted on by City of San Diego residents.

c. Volcan Mountain Preserve Foundation- No report
d. San Dieguito Lagoon Committee- No report

5. Jurisdictional Status Reports

Executive Director McKernan shared the new River Park brochure and the Sikes Series Event tri fold brochure with the board members. John Barone with the City of San Diego has been coordinating on a lot of projects, assisting Principal Planner Anderson on trail projects, planting cactus around Piedras Pintadas, and working with the community to do outreach and likes the team approach to addressing issues. Boardmember Mosier stated this was his last meeting, that he has been on the board for six years and has enjoyed working on the River Park effort. He stated he will be joining the San Dieguito River Valley Conservancy and doing fundraising. He stressed what an important organization this is and noted that much has been accomplished in a short time. The boardmembers thanked Boardmember Mosier for all of his years of service.

6. Communications – No communications

Alternate Leonard adjourned the meeting at 12:41 p.m.

These minutes approved by Board Action

Date Executive Director
DATE: January 20, 2017

TO: JPA Board of Directors

FROM: Staff

SUBJECT: 2017 Election of Officers and Committee Appointments

BACKGROUND:

SDRP JPA Policy P95-1 states that “The Joint Powers Authority officers shall consist of a Chair and a Vice-Chair who will serve one year terms. In January of each year, customarily the Vice-Chair from the previous year will assume the Chair’s office.” It further states that “A nominating committee will be appointed by the Chair in October of each calendar year. The nominating committee shall present to the Board of Directors for their consideration at the next JPA meeting a proposed slate which includes nominations for the two officers and membership on the Land Use Committee, Acquisition and Financing Strategies Committee and the Budget/Administration/Policy Committee.”

At the November 18, 2016 JPA Board meeting, Board Members Grosch, Zito and Diaz were appointed as the nominating committee. They will present their slate for officers and committee members at this meeting.

Attached is the list of subcommittees, members and duties for reference. Staff notes that, while Policy 95-1 specifically calls out three of the four current subcommittees (Wetlands Advisory Committee not mentioned in policy), they are not necessarily required and are not mentioned in either the bylaws or JEPA. Staff recommends Board discussion on make-up of subcommittees moving forward. Only the Budget Subcommittee has met over the past several years.

RECOMMENDATION:

Board motion and vote on Nominating Committee recommendations

Respectfully submitted,
Kevin McKernan
Executive Director

Attachment:

2016 Subcommittee Assignments
San Dieguito River Park JPA
Proposed Board of Directors Subcommittee Assignments for Calendar Year 2016

Land Use Committee
Don Mosier
Dave Roberts
Dave Grosch
Olga Diaz
1st Alternate: David Zito
2nd Alternate:

Duties:
1) Review CAC and staff recommendations on pending projects, when warranted. Make project recommendations to JPA Board.
2) Consider planning and environmental issues that relate to the San Dieguito River Park.

Acquisition and Financing Strategies Committee
David Zito
Dave Roberts
Jeff Barnouw
Dave Grosch
1st Alternate: Don Mosier
2nd Alternate: Dianne Jacob

Duties:
1) Review staff recommendations and advise staff on property negotiation. Make acquisition recommendations to JPA Board.
2) Serve as “Investment Committee.” Responsibilities as Investment Committee include review of internal and external endowment funds, preparation of annual analysis and report to the Board, and rebalancing of assets in internal fund as appropriate.

Budget/Administration/Policy Committee
Sherri Lightner
Olga Diaz
Don Mosier
David Zito
1st Alternate: Dave Grosch
2nd Alternate: Mark Kersey

Duties:
1) Review draft budget and work program and present recommendations to JPA Board.
2) Executive Director Performance Review.
3) Make recommendations regarding standing policies.
San Dieguito River Park JPA
Proposed Board of Directors Subcommittee Assignments for Calendar Year 2016

Wetlands Advisory Committee
David Roberts
Don Mosier
David Zito
Jeff Barnouw
Jacqueline Winterer, Public Member

Duties:
Review and recommend policies and plans relating to the restoration of the San Dieguito Lagoon.
AGENDA ITEM: 2

SUBJECT: RECOGNITION OF OUTGOING BOARD MEMBERS
San Dieguito River Valley Regional Open Space Park Joint Powers Authority

Proclamation
Honoring Dave Roberts

WHEREAS, Dave Roberts has served on the San Dieguito River Park JPA Board for twelve years, from January 2005 to December 2012, representing the City of Solana Beach and from January 2013 to December 2016, representing the County of San Diego; and

WHEREAS, Dave Roberts held the office of Chair in 2008 and 2014, Vice-Chair in 2007, served on the Land Use Committee, Acquisition and Financing Strategies Committee, Budget/Administration/Policy Committee and the Wetlands Advisory Committee; and

WHEREAS, Dave Roberts recommended Neighborhood Reinvestment Program grants in the amount of $251,025 and Community Enhancement grants of $54,000 for San Dieguito River Park projects; and

WHEREAS, Dave Roberts oversaw revisions to the Joint Exercise of Powers Agreement and extended the Joint Exercise of Powers Agreement for a new term of fifty years; and

WHEREAS, Dave Roberts supported construction of new San Dieguito River Park projects including the Open Air Classroom at the San Dieguito Lagoon, expansion of the San Dieguito River Park trail system, and other park improvements; and

WHEREAS, Dave Roberts advocated for the protection of open space, native habitat, and natural beauty that encompasses the fifty-five miles of San Dieguito River Park from the San Dieguito River’s source to the coast; and

WHEREAS, Dave Roberts protected the legacy of the San Dieguito River Park through Continued support and leadership;

NOW THEREFORE, BE IT RESOLVED THAT THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY does hereby honor Dave Roberts for his many years of dedication and thanks him for all of his efforts.

___________________________________
Kevin McKernan
Executive Director
Proclamation
Honoring Don Mosier

WHEREAS, Don Mosier has served on the San Dieguito River Park JPA Board for six years, from January 2011 to December 2016, representing the City of Del Mar; and

WHEREAS, Don Mosier held the office of Chair in 2015, Vice-Chair in 2014, served on the Land Use Committee, Budget/Administration/Policy Committee and the Wetlands Advisory Committee; and

WHEREAS, Don Mosier was Chairman of the Board during the revisions to the Joint Exercise of Powers Agreement and extended the Joint Exercise of Powers Agreement for the new term of fifty years; and

WHEREAS, Don Mosier supported construction of new San Dieguito River Park projects including the Open Air Classroom at the San Dieguito Lagoon, expansion of the San Dieguito River Park trail system, and other park improvements; and

WHEREAS, Don Mosier advocated for the protection of open space, native habitat, and natural beauty that encompasses the fifty-five miles of San Dieguito River Park from the San Dieguito River’s source to the coast; and

WHEREAS, Don Mosier protected the legacy of the San Dieguito River Park through Continued support and leadership;

NOW THEREFORE, BE IT RESOLVED THAT THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY does hereby honor Don Mosier for his many years of dedication and thanks him for all of his efforts.

___________________________________
Kevin McKernan
Executive Director
WHEREAS, Sherri Lightner has served on the San Dieguito River Park JPA Board for eight years, from January 2009 to December 2016, representing the City of San Diego; and

WHEREAS, Sherri Lightner held the office of Vice-Chair in 2010, Chair in 2011, served on the Budget/Administration/Policy Committee, Land Use Committee and the representative to 22nd DAA Master Plan Committee; and

WHEREAS, Sherri Lightner oversaw revisions to the Joint Exercise of Powers Agreement and extended the Joint Exercise of Powers Agreement for a new term of fifty years; and

WHEREAS, Sherri Lightner supported construction of new San Dieguito River Park projects including the Open Air Classroom at the San Dieguito Lagoon, expansion of the San Dieguito River Park trail system, and other park improvements; and

WHEREAS, Sherri Lightner advocated for the protection of open space, native habitat, and natural beauty that encompasses the fifty-five miles of River Park from the San Dieguito River’s source to the coast; and

WHEREAS, Sherri Lightner protected the legacy of the San Dieguito River Park through continued support and leadership;

NOW THEREFORE, BE IT RESOLVED THAT THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY does hereby honor Sherri Lightner for her many years of dedication and thanks her for all of her efforts.
DATE: January 20, 2017

TO: JPA Board of Directors

FROM: Staff

SUBJECT: Proposed Transition of SDRPJPA Mitigation and Reserve Funds

BACKGROUND:

The JPA currently has two investment accounts held at the Fidelity investment firm, the “Income Fund” and the “Growth Fund”. The quotes on the titles indicate the names given to these funds for their functional purpose for SDRP, not the traditional financial strategy terms often associated with them.

The funds were originally established by the Board in November, 2007 with Bill Carter, serving through his firm, as a pro bono fund manager. Mr. Carter retired from this capacity in early 2016. Since that time, the Board approved of a new pro bono fund advisor. Working with the Executive Director, the advisor has been monitoring the portfolios to bring both funds within the parameters of the Board’s investment policy. However, with the advisor serving solely as an outside volunteer without going through an established asset management firm, the accounts have undergone a change in how they are characterized by Fidelity, to that of an unincorporated business, which has caused a number of problems for management of the funds.

The staff is recommending to the Board that it now transfer these accounts to the stewardship of the Rancho Santa Fe Foundation for several reasons.

1) The long-term management of these funds is best achieved by a community foundation rather than depending on pro bono or paid outside fund managers/advisors and staff.

2) The funds that make up the Income funds are technically endowments and should be managed as such which cannot currently be assured in the current retail investment firm.

3) The proposed fund agreement allows the JPA to move these funds to another qualified institution in the future for a reasonable cause.

4) The fees proposed are the most competitive option

In addition, SDRP has current endowment accounts at RSFF and has enjoyed very competitive returns, ease of asset monitoring/reporting and flexible access to annual withdrawals.
RECOMMENDATION:

Board motion to authorize the Executive Director to withdraw funds and close out accounts at Fidelity and transfer the final balances into newly established accounts with RSFF as follows:

<table>
<thead>
<tr>
<th>Fidelity Account</th>
<th>Amount*</th>
<th>Proposed RSFF Account</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Growth (673-943525)</td>
<td>$235,000</td>
<td>SDRP Reserve</td>
<td>$235,000</td>
</tr>
<tr>
<td>Income (675-000221)</td>
<td>$986,000</td>
<td>SDRP Habitat Mgt</td>
<td>$721,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SDRP I5-Coast Preserve</td>
<td>$265,000</td>
</tr>
</tbody>
</table>

* exact amount subject to change based on final position value at time of transfer

Authorize Executive Director to enter into fund agreements with the Rancho Santa Fe Foundation

ALTERNATIVES:

Board to refer the proposed action to the Budget Subcommittee for further review and recommendation.

FISCAL IMPACT

Endowment funds better secured

Returns on investments may vary compared to existing accounts, both higher and/or lower

Eliminates burden on staff to actively monitor and manage portfolio and dependence on pro bono advisor

Respectfully submitted,
Kevin McKernan
Executive Director

Attachments:
1. Investment Returns Comparisons
2. Rancho Santa Fe Foundation Charity Endowment Fund Agreement
3. Endowment Spending Policy
All information provided herein is obtained from sources believed to be reliable, but no guarantee is made with respect to its accuracy, nor does it suggest a guarantee of future performance or constitute a recommendation or investment advice.
CHARITY ENDOWMENT FUND AGREEMENT FOR

(Name of Charity)

THIS AGREEMENT is made and entered into on _________________ by and between RANCHO SANTA FE FOUNDATION ("Foundation"), and _____________________ ("Charity"). The Charity and the Foundation agree as follows:

1. FUND NAME

The Charity hereby transfers irrevocably to the Foundation the property described on Exhibit A, attached hereto and incorporated herein by this reference, to establish in the Foundation a designated endowment fund for the exclusive benefit of the Charity designated as the [name of Charity] Endowment Fund ("Fund"). The Foundation hereby acknowledges receipt of the property described on Exhibit A and agrees to hold, administer, and distribute the Fund in accordance with applicable law and the provisions of this Agreement. The parties acknowledge and agree that the Foundation may receive additional irrevocable gifts of property acceptable to the Foundation from time to time from the Charity and from any other source to be added to the Fund, all subject to the provisions of this Agreement.

2. PURPOSE

Subject to the limitations of paragraph 5 below, the purpose of the Fund shall be to ______________________________________________________ (we suggest that this be fairly general and in support of the mission).

3. INVESTMENT OF FUNDS

The Charity acknowledges that the Foundation has exclusive legal control of the assets described on Exhibit A and any other assets which may later become part of the Fund. The Foundation's legal control means that the Foundation has all of the rights of ownership of the assets of the Fund, including but not limited to the power to retain, invest and reinvest the Fund in any manner within the "prudent investor" standard and the Foundation's Investment Policy Guidelines as they may exist from time to time. The Foundation shall have the power to commingle the assets of the Fund with those of other funds for investment purposes, subject however, to the requirements of Sections 5231 and 5240 of the California Corporation Code.
4. **ALLOCATION OF FOUNDATION EARNINGS AND LOSSES TO FUND**

4.1 The Foundation shall credit and debit earnings and losses, respectively, on the Fund’s investments (including an appropriate portion of investment gains, losses and expenses of other investment assets of the Foundation which are commingled with the Fund) to the Fund. The Charity recognizes and agrees that by reason of losses from such investments, the Fund balance may experience a decrease. There is no guarantee that the Fund will be invested profitably; the Fund’s principal balance may decrease by reason of investment losses and other expenses.

4.2 The Charity agrees that the Fund shall be an endowment fund within the meaning of the Uniform Prudent Management of Institutional Funds Act, California Probate Code sections 18501 and following. Each year, in accordance with Probate Code section 18504 and the Foundation’s Policies and Procedures manual, the Foundation will distribute to the Charity the amount appropriated for expenditure in any year, up to but not exceeding 5 percent of the total value of the fund, in accordance with Probate Code section 18504 and the Foundation's Endowment Spending Policy, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference. The amount appropriated shall be calculated on the fair market value of the Fund, determined quarterly and averaged over a period of not less than three years immediately preceding the year in which the appropriation for expenditure is made. The Foundation recommends that no distribution be made in the first year of the Fund. The amount appropriated annually shall be net of costs set forth in paragraph 8, below.

5. **DISTRIBUTION FOR CHARITABLE PURPOSES ONLY**

5.1 The Foundation shall make distributions from the Fund exclusively for charitable, scientific, literary or educational purposes. The Foundation may directly apply distributions from the Fund for such purposes, or the Foundation may make distributions for such purposes to one or more organizations, each of which shall be described in Internal Revenue Code sections 170(c)(1 or 2), 2055(a), and 2522(a) at the time a distribution is made to any such organization.

5.2 The Foundation shall make distributions from the Fund only in accordance with the purposes and procedures of the Foundation as contained in its Articles of Incorporation and its Bylaws.

5.3 If the Charity should be determined to not be an organization described in Internal Revenue Code section 501(c)(3), the Foundation shall hold the assets of the Fund then remaining as a designated endowment fund within the meaning of the Uniform Prudent Management of Institutional Funds Act, California Probate Code sections 18501 and following. Each year thereafter, in accordance with Probate Code section 18504 and the Foundation’s Endowment Spending Policy, the Foundation will distribute the appropriated amount to such one or more organizations which are described in Internal Revenue Code section 501(c)(3) at the time of such distribution, and in such shares, as the Foundation, in the Foundation’s sole and absolute discretion shall determine; provided, however, that the Foundation shall make reasonable efforts to select such qualified charities that (a) are in accordance with the purposes and procedures of the Foundation as contained in its Articles of Incorporation and its Bylaws;
and (b) most nearly approximate, in the good faith opinion of the Foundation, the original purpose of the Charity.

5.4 The Foundation shall not make any distributions from the Fund which would incur the imposition of taxes on excess benefit transactions under Internal Revenue Code section 4958. Without limiting the generality of the foregoing, the Foundation shall not make any distribution that would be intended to fulfill or would fulfill any pledge or other legal obligation of any contributor to the Fund, or any related person, or any distribution that would result in the contributor to the Fund, any fund advisor, or any related person securing benefits from the grantee.

5.5 If the Foundation, in its sole discretion, shall determine that the continuation of the Fund is impractical, the Foundation shall distribute the Fund to the Charity, if it is then an organization described in IRC section 501(c)(3), otherwise to such one or more organizations which are then described in IRC section 501(c)(3), and in such shares, as the Foundation, in the Foundation’s sole and absolute discretion shall determine; provided, however, that the Foundation shall first notify the Charity and make reasonable efforts to select such qualified charities that most nearly approximate, in the good faith opinion of the Foundation, the original purpose of the Fund.

6. CONTINUITY OF THE FUND

The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If the Fund is terminated for failure to satisfy either of such conditions, the Foundation shall devote any remaining assets in the Fund exclusively for charitable purposes that (a) are within the scope of the charitable purposes of the Foundation’s Articles of Incorporation; and (b) most nearly approximate, in the good faith opinion of the Foundation, the original purpose of the Fund.

7. NOT A SEPARATE TRUST

The Fund shall be subject to the Articles of Incorporation and Bylaws of the Foundation. All money and property in the Fund shall be assets of the Foundation and not a separate trust, and shall be subject only to the exclusive legal control of the Foundation. Pursuant to Treasury Regulation section 1.170A-9(f)(11)(v), the Board of Directors of the Foundation shall act as the "governing body" of the Fund. The Board of Directors shall have the powers of modification and removal as described in said Treasury Regulation and shall exercise such powers in accordance with Treasury Regulation 1.170A-9(f)(11)(v)(E) “to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the governing body [the Board of Directors], . . . such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.”

8. COSTS OF THE FUND

The Fund shall share a fair portion of the total administrative costs of the Foundation for reasonable expenses in managing and administering the Fund in accordance with the then current Fee Policy identified by the Foundation as the fee structure applicable to funds of this type. The Foundation shall determine such share on a reimbursement or
allocation basis, as appropriate. In addition, the Foundation shall charge the Fund with any costs to the Foundation in accepting, transferring, or managing property of the Fund.

9. ACCOUNTING

This Fund shall be accounted for separately and apart from other gifts to the Foundation. On an annual or more frequent basis the Foundation shall report to the Donor on the contributions, distributions, charges, and investment performance of the Fund for the period covered by such report.

10. IRREVOCABILITY; AMENDMENT; TRANSFER

10.1 This Agreement is irrevocable.

10.2 Nevertheless, in order to ensure that the Fund is a qualified component of the Foundation in compliance with applicable sections of the Code and regulations thereunder (see paragraph 7, above), and in order to protect its charitable tax status and to preserve any individual contributor's tax deductions if any would otherwise be allowed, the Foundation shall have the power to modify the terms of this Agreement to the extent required to ensure such qualification.

10.3 The Foundation may amend this Agreement with the consent of the Charity. Notwithstanding the foregoing, no such amendment shall jeopardize the Foundation's charitable tax status or any individual contributor's tax deductions, if any, or otherwise contravene any provision of the Internal Revenue Code or applicable law.

10.4 Notwithstanding the foregoing, the Charity shall have the power, subject to the provisions of this paragraph 10.4, to direct the Foundation to deliver the Fund to a new fund (the "Transferee Fund") established by the Charity.

10.4.1 The Transferee Fund shall be an endowment fund established by the Charity at another entity recognized by the Internal Revenue Service as a community foundation described in Internal Revenue Code sections 170(b)(1)(A)(vi) and 501(c)(3) (the "New Foundation"). In addition, the Transferee Fund shall be qualified as a component fund of the New Foundation within the meaning of Treasury Regulation 1.170A-9(f)(11).

10.4.2 The Charity and the New Foundation shall warrant that the provisions of the Transferee Fund satisfy the requirements of Business and Professions Code section 17510.8, the Uniform Prudent Management of Institutional Funds Act (Probate Code sections 18500 and following), and any other applicable law, regulation, or representation by the Charity to donors to the Fund. The Charity and the New Foundation shall indemnify and hold the Foundation harmless from any claims by any person who has contributed funds to the Charity which have become part of the Fund.

10.4.3 The Charity shall not direct the transfer of the Fund to a Transferee Fund prior to the first anniversary of the transfer by the Charity of substantial assets to the Fund unless the Foundation shall have consented to the transfer to the Transferee Fund.
10.4.4 Before transferring the Fund to the Transferee Fund, the Foundation shall be entitled to charge against the Fund:

10.4.4.1 Any amounts designated for distribution in accordance with paragraph 4.2 but not yet distributed from the Fund; and

10.4.4.2 All costs and administrative expenses incurred by the Foundation in establishing the Fund, in administering the Fund, and in transferring the Fund to the Transferee Fund, to the extent that the Foundation has not previously recovered such costs from the Fund.

Notwithstanding this subparagraph 10.4.4, the Foundation shall not charge a termination fee as such.

10.4.5 The Foundation, in its discretion, may waive any of the requirements of this paragraph 10.4. As an example, and not as a limitation, the Foundation may waive the warranties and indemnification by the New Foundation under subparagraph 10.4.2 if the Charity can provide proof satisfactory to the Foundation that all of the donors to the Fund have acknowledged that there are no time or use restrictions imposed by Business and Professions Code section 17510.8 or any other applicable law, regulation, or representation to any donor to the Fund.

11. CHARITABLE DEDUCTIONS

The Charity and the Foundation intend that federal income, gift, and estate tax charitable deductions shall be allowed to all individual donors to this Fund and to their respective estates and that the Foundation shall continue to qualify as an organization described in Sections 170(b)(1)(A) (vi), 170(c), 2055(a), and 2522(a) of the Internal Revenue code of 1986. This Agreement shall be construed and applied so as to comply with the requirements of federal tax law for allowance of such charitable deductions and for such qualifications.
IN WITNESS THEREOF, the Charity and the Foundation have executed this agreement on the dates set forth opposite the signatures below, effective as of the last such date.

[Name of Charity]

_________________________________
By: 
Its:

_________________________________
By: 
Its:

THE RANCHO SANTA FE FOUNDATION, 
a California non-profit public benefit corporation

_________________________________
By: 
Its:

_________________________________
By: 
Its:

506698.3
The Foundation will seek to balance several objectives and subjective factors when determining its annual guidelines for calculating fund payout amounts that are appropriate, responsible and prudent given the circumstances at hand, so as to maintain consistency with the Foundation’s Mission and Vision for optimum Philanthropy, as follows:

The Foundation’s basic endowment spending policy shall be to annually distribute up to the maximum allowable percentage as stated in the original Fund agreement (typically 5% plus administrative fees) from each endowed Fund. To determine the distributable amount, the specified percentage will be applied to the Fund’s average value calculated over the prior twelve quarters beginning with the most recent June 30th quarter end (or fewer quarters where a Fund has not been in existence for a full twelve quarters).

Unless there is specific wording in the original fund agreement clearly stating that the distribution formula called for in the fund agreement shall apply irrespective of the Historic Gift Value of the fund (i.e. the cumulative total of all gifts), then the payout from an endowment fund may be limited per the following criteria if a Fund’s average value falls below the average Historic Gift Value for the same 12-quarter period:

- Reducing the distributable percentage from some or all Funds to something less than the permitted maximum(s) per the table below;
- Distributing amount(s) not to exceed the Fund(s) earnings from the prior four quarters;
- A temporary cessation of distributions from some or all Funds to protect the Historic Gift Value or principal of the Fund(s)

<table>
<thead>
<tr>
<th>Average Fund Value as a Percent of HGV</th>
<th>Spending Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>90 – 99%</td>
<td>75% of normal spending rate</td>
</tr>
<tr>
<td>80 – 89%</td>
<td>50% of normal spending rate</td>
</tr>
<tr>
<td>70 – 79%</td>
<td>25% of normal spending rate</td>
</tr>
<tr>
<td>&lt; 70%</td>
<td>Suspend distributions</td>
</tr>
</tbody>
</table>

Although UPMIFA no longer requires that permanent endowments (absent donor advice) be maintained at historic gift value, it is generally accepted that UPMIFA contemplates that “endowed funds will be interpreted to be of permanent duration, and that investments and spending practices should be structured in such a way as to preserve their purchasing power over time”. With this understanding, the Foundation will use its best efforts to follow the standard of prudence set forth in UPMIFA and supported by the following considerations:
a. The duration and preservation of the fund
b. The purpose of the institution and the fund
c. General economic conditions
d. The possible effect of inflation and deflation
e. The expected total return from income and appreciation
f. Other resources of the institution, and
g. The investment policy of the institution

This Endowment Spending Policy shall be reviewed annually. Changes made to the Endowment Spending Policy shall apply to all endowment funds, except those funds with a specific formula or method of distribution which shall continue to use the designated formula or method. Any change to the Endowment Spending Policy that would result in a payout greater than the amount set forth in Probate Code section 18504(d) shall require approval of not less than two-thirds (2/3) of the Board of Directors.
TO: JPA Board

FROM: Staff

SUBJECT: Update on SDRP Coast Ranger Station

RECOMMENDATION:

Authorize JPA staff to phase the project construction in two phases and to rebid the construction for phase one.

SITUATION:

At your November 2016 meeting, JPA staff presented the results of a project cost estimate of $1.2 M, prepared by Zondorak General Engineering, to construct the ranger station. If you will recall, the lowest construction bid for the project was $1.5 M, both estimates are well over the JPA’s existing construction budget of $750,000. JPA staff also asked Zondorak to conduct a value engineering exercise to identify individual elements of the building design that could potentially be modified to reduce the total cost. Based on discussions with the project architect and information provided by Zondorak, it was determined that a limited number of design elements could be modified without redesigning the entire project to realize a cost savings of approximately $150,000. These elements include: 1) replacing the unique exterior metal cladding with stucco, 2) changing the concrete slab to entirely slab-on-grade, and 3) modifying all or a portion of the front entry porch to concrete instead of metal.

However, considering the potential cost savings would still not achieve a total project cost close enough to the JPA’s existing project budget, JPA staff and the project architect suggest the project be built in two phases. The first phase would entail all the site preparation, utilities, and construction of the garage and work yard; the second phase would finish the building (the ranger office, restrooms, wet lab, and meeting room). Phasing could achieve several objectives: 1) construct a functional part of the project (garage and yard), 2) prepare and stabilize the site (grading and utilities) for project completion at a later date, 3) potentially allow for a lower bid to finish the remaining building once the rest is in place, and 4) allow more time to raise additional funds to finish the project. Additional investigation into the project permits still needs to be done to confirm the phasing approach. If your Board concurs with the phasing approach, JPA staff would direct the architect to revise the plans to reflect the two phases and obtain a building permit for phase one. The JPA would conduct a new construction bid request for phase one.

Staff plans to present the project design details and phasing more fully at your meeting.
Respectfully submitted,

Shawna Anderson
Principal Planner
AGENDA ITEM: 5

SUBJECT: APPROVE FOUNDER'S TRIBUTE NRP GRANT RESOLUTION
December 1, 2016

Supervisor Dave Roberts
County of San Diego
1600 Pacific Highway, Room 335
San Diego, CA 92101-2470

SUBJECT: District 3 Neighborhood Reinvestment Program Application
San Dieguito River Park Founders Tribute Project

Dear Supervisor Roberts:

We are seeking your assistance to help the San Dieguito River Park implement the Founders Tribute project that will tell the story of the grassroots founders of the San Dieguito River Park. The early founders were community activists that took it upon themselves to urge for the preservation of the San Dieguito River Valley and established the beginnings of the San Dieguito River Park (SDRP). The purpose of this project is to recognize the personal effort and commitment of these individuals and to inspire others to achieve significant things in their own communities. Specifically our project will produce a narrative/video history and design and construct an outdoor feature to honor these individuals.

To accomplish this goal, the San Dieguito River Park Joint Powers Authority (JPA) will hire a consultant team specializing in interpretive themes and exhibits as well as a videographer. The consultants will work with the JPA and early citizens (the Founders), and with the JPA’s Founders Tribute Committee to produce a video to document the founders’ stories and experiences, which will be used in SDRP educational programs. The team will also develop detailed design concepts for a low-maintenance physical structure (i.e., tribute) to be placed next to the Coast to Crest Trail (on one of two chosen site locations on land owned by the JPA). The JPA is requesting $47,000 in NRP funds for this project, as detailed below:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>Project Development including background research, planning session, rough</td>
<td>$10,200</td>
</tr>
<tr>
<td></td>
<td>design concepts/alternatives</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Video Production</td>
<td>$8,000</td>
</tr>
<tr>
<td>Two</td>
<td>Select and Finalize preferred design; produce construction documents</td>
<td>$8,000</td>
</tr>
<tr>
<td>Three</td>
<td>Retain contractor, fabricate and install tribute.</td>
<td>$20,800</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$47,000</strong></td>
</tr>
</tbody>
</table>
Project Background

The San Dieguito River Park JPA was established by the County and the Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach in 1989 for the purpose of creating a natural, open space, regional park in the San Dieguito River Valley, which extends from the river’s source on Volcan Mountain to the river’s mouth at Del Mar for a distance of 55 miles. The JPA’s primary mission is to preserve and interpret the natural and cultural resources of the San Dieguito River Valley.

Although the formal structure of the JPA was established in 1989, the desire to preserve the San Dieguito River Valley started at a grassroots community level to first stop development of the sensitive San Dieguito Lagoon and quickly led to protecting the entire River Valley as a regional park. First, a group of community activists advocated to protect the lagoon from development through property acquisition and activism, and then turned their sights further upstream to Lake Hodges and eventually to the river’s source at Volcan Mountain. This ambitious goal started with a small group of concerned local citizens and environmental advocates that eventually led to the creation of a regional park and over time has resulted in over 56,000 acres of protected open space for the citizens of San Diego County to enjoy.

The story of how the San Dieguito River Park was founded is summarized in the San Dieguito River Park Concept Plan (1994), but details regarding names and events are not documented. Some of the original founders remain active in the Park today, but others have sadly passed. It is important to document the founders and their historic efforts with their recorded stories to preserve their accomplishments and to inspire others in their own communities. Two potential sites for a physical tribute that reflects this environmental accomplishment have been identified adjacent to the Coast to Crest Trail on JPA-owned property. One of the sites will be selected for the tribute through the planning process. The Founders Tribute feature will be designed to be low in scale and with an artistic element that captures the spirit of the founders. Planning and design will be done in consultation with the JPA’s ad-hoc Founders Tribute Committee.

The JPA agrees to spend any funds that may be granted for this project within 12 months of the grant award.

Previous Grant Experience

In the past three years, the JPA has received a total of seven grant awards from the County under the Neighborhood Reinvestment (five) and the Community Enhancement (two) programs. In 2014 the JPA was awarded NRP program funds to construct the popular San Dieguito Lagoon Trailside Open Air Classroom, or “Birdwing”, at the western gateway to the San Dieguito River Park and to purchase trail signs at the Piedras Pintadas Trail in Rancho Bernardo. The JPA was also awarded NRP funds in 2014 for improvements to the Sikes Adobe Historic Farmhouse including a new entrance sign and other circulation improvements. An opening ceremony for this project was held in February 2016. The JPA received two NRP grants in 2015: $25,000 for
improvements to the SDRP’s Santa Ysabel Field Station for research and ranger-led educational events, and $61,012 to purchase a 15-passenger van for the SDRP’s Watershed Explorers Program for school-age children. Finally, in 2016 the JPA was awarded two grants (NRP and CE) for improvements to the JPA office headquarters and for an education program called Sikes Series at the historic Sikes Adobe. All these generous grant awards have allowed the JPA to greatly expand its outreach in educational programs.

<table>
<thead>
<tr>
<th>Grant Project</th>
<th>Source</th>
<th>Date Received</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piedras Trail signs</td>
<td>NRP</td>
<td>2014</td>
<td>$5,000</td>
</tr>
<tr>
<td>Birdwing</td>
<td>NRP</td>
<td>2014</td>
<td>$150,000</td>
</tr>
<tr>
<td>Sikes Adobe Site Improvements</td>
<td>NRP</td>
<td>2014</td>
<td>$46,250</td>
</tr>
<tr>
<td>Santa Ysabel Field Station</td>
<td>NRP</td>
<td>2015</td>
<td>$25,000</td>
</tr>
<tr>
<td>Watershed Explorers Program Van</td>
<td>NRP</td>
<td>2015</td>
<td>$61,012</td>
</tr>
<tr>
<td>SDRP Infrastructure Projects</td>
<td>NRP</td>
<td>2016</td>
<td>$25,000</td>
</tr>
<tr>
<td>Sikes Adobe Public Education</td>
<td>CE</td>
<td>2016</td>
<td>$7,000</td>
</tr>
</tbody>
</table>

Pending Applications

No Neighborhood Reinvestment Program grant application has been submitted to another Supervisory District for this or any other project this year. The JPA applied to Supervisory District 3 for one additional project this fiscal year for a trail bridge to repair a section of the Coast to Crest Trail.

Once again, the JPA greatly appreciates the past support for important projects throughout the River Park from NRP grants recommended by your office. The JPA looks forward to continued growth and success in managing the River Park in partnership with the County and its other member agencies. If there are any questions or you need more details about this grant request, please do not hesitate to contact me at (858) 674-2270 ext. 15 or kevin@sdrp.org.

Sincerely,

[Signature]
Kevin McKernan
Executive Director

Attachments:
NRP Application
ELIGIBILITY: Only non-profit or government/public agencies operating in San Diego County may apply.

What is the legal status of your organization?
- [ ] Non-Profit Corporation
- [x] Government/Public Agency

Federal Tax Identification Number (TIN or EIN): 95-6000934  
Organization Name: San Dieguito River Park Joint Powers Authority
(Must match name filed under Federal Tax Identification Number)

Street Address
Address: 18372 Sycamore Creek Road
City: Escondido  
State: CA  
Zip: 92025

Mailing Address  
Address: 18372 Sycamore Creek Road
City: Escondido  
State: CA  
Zip: 92025

Popular Name or d.b.a.:

Supervisory District (based on street address of organization):
- [ ] 1  
- [x] 2  
- [ ] 3  
- [ ] 4  
- [ ] 5  
(Select only one)

Title of Grant Request: San Dieguito River Park Founders Tribute

Contact Person (Individual who will sign the grant agreement and be responsible for the expenditure of the funds)
Name: Shawna Anderson  
Title: Principal Planner
Telephone Number: (858) 674-2270  
Fax Number: (858) 674-2280  
Email: shawna@sdrp.org

Grant Administrator (Individual who will sign the grant agreement and be responsible for the expenditure of the funds)
(This individual must be different from the Contact Person listed above)
Name: Kevin McKernan  
Title: Executive Director
Telephone Number: (858) 674-2270  
Fax Number: (858) 674-2280  
Email: kevin@sdrp.org

PROJECT LOCATION (see instructions)
Street Address: 2801 Via de la Valle, San Diego, CA
Community to be Served: Regional population, Del Mar, Solana Beach, San Diego

For Capital Projects:
Owner of Project Site: San Dieguito River Park JPA

Name of person or entity responsible for project site maintenance (Provide a copy of any maintenance agreements or commitment letters, if applicable) San Dieguito River Park JPA

Purpose of grant: (Describe the purpose for which you are seeking grant funding. If your request consists of multiple components, please describe each item in priority order and indicate the associated amount requested. A higher priority shall be given to requests for capital projects and/or one-time expenses.)

The purpose of the project is to document and recognize the founders of the San Dieguito River Park. The project will consist of two components: a narrative/video history ($5,000) and the creation of an outdoor feature ($40,200) to honor these individuals. The JPA will hire a videographer to interview and record a visual/audio history of the community founders who had the vision and organized to protect the San Dieguito River Park. Secondly, the JPA will hire a design team and contractor to build a physical tribute on a site adjacent to the Coast to Crest Trail overlooking the San Dieguito Lagoon. The narrative history will be used throughout the SDRP including on the JPA’s website, at the SDRP coastal ranger station, and for educational programs. The JPA staff will work with the SDRP Founders Tribute Committee and Citizen’s Advisory Committee to create the project content and design for the tribute. The design criteria include creativity, a low-scale feature that integrates with the site, utilizes technology for viewing and interaction via smartphones, and is low maintenance.
# COUNTY OF SAN DIEGO

**APPLICATION FOR FISCAL YEAR 2016/17**

**NEIGHBORHOOD REINVESTMENT PROGRAM GRANT**

ORGANIZATION NAME: San Dieguito River Park Joint Powers Authority  
TITLE OF GRANT REQUEST: San Dieguito River Park Founders Tribute

## Estimated Total cost of the project: $47,000  
(Provide verifiable cost estimates with this application)

**Total Amount requested from the County (minimum $3,500): $47,000**  
**Estimated project completion date: 12/01/2017**

Have you made any expenditures to date for this project that you expect to claim under this grant:  
**IMPORTANT:** This information will be used to determine the effective date of your grant if awarded.  
☐ Yes  ☒ No

If YES, the date of the first expenditure:  
Month:  
Year:

If NO, when do you expect to start the project:  
Month: January  
Year: 2017

### QUESTIONS 1 & 2 WILL BE USED TO HELP EVALUATE YOUR PROPOSAL

1. Describe how the project will benefit the community. Provide an estimate of how many people will be served.

The project is designed to honor those individuals who made a substantial contribution to realizing the vision to preserve the San Dieguito River Valley from the ocean at Del Mar to the headwaters at Volcan Mountain. The goal is to inspire others with the message that they can accomplish big things starting with a small idea and to motivate community activism in the next generation. The tribute will send a strong message in a public place along the Coast to Crest Trail that is visited by thousands of local park users and tourists every year. The tribute will also be seen by school groups and other organizations that use the SDRP for educational programs and organized events.

It is estimated that over 20,000 people will see the project every year serving as a public amenity and an educational tool to raise environmental awareness and inspire community activism.

2. What other funding partners/sources do you have for this project?

It is anticipated that the Founders Tribute project will be funded solely by the County NRP grant. However, the San Dieguito River Park JPA will be responsible for maintenance of the facility. The JPA is funded by its member agencies who contribute a share of the funds needed to operate and maintain the SDRP.
<table>
<thead>
<tr>
<th>Financial Solvency:</th>
<th>Please Type Initials KM</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ I hereby certify that this organization is currently financially solvent and not at risk for insolvency.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Statement</th>
<th>Prior Year Actuals</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>July 1, 2015</td>
<td>Through June 30, 2016</td>
</tr>
<tr>
<td></td>
<td>July 1, 2016</td>
<td>Through June 30, 2017</td>
</tr>
</tbody>
</table>

| Type in Your "Fiscal Year" if different | Through | Through |

<table>
<thead>
<tr>
<th>County Community Enhancement Grants</th>
</tr>
</thead>
</table>

| County Neighborhood Reinvestment Grants (Formerly Community Projects Grants) | $86,012 |

<table>
<thead>
<tr>
<th>City Funding</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City Name:</td>
<td>San Diego</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Revenues (Please itemize below)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Off Track Betting</th>
<th>$13,973</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Management</td>
<td>$92,220</td>
<td>$70,238</td>
</tr>
<tr>
<td>Contracts and Grants</td>
<td>$962,334</td>
<td>$301,196</td>
</tr>
<tr>
<td>Member Agency Assessments (Not City)</td>
<td>$294,979</td>
<td>$307,171</td>
</tr>
<tr>
<td>Donations</td>
<td>$22,232</td>
<td>$3,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$49,567</td>
<td>$74,635</td>
</tr>
</tbody>
</table>

| Total Revenues (If more than $50,000, attach IRS form 990 or 990EZ. If $50,000 or less, attach IRS form 990-N e-postcard)) | $2,148,148 | $1,418,978 |

| Total Expenditures | $1,619,931 | $1,418,978 |

| Operating Surplus (Deficit) | $528,217 | $0 |

Rev. 06/16
RESOLUTION OF THE BOARD OF DIRECTORS

OF San Dieguito River Park Joint Powers Authority

(Organization name)

WHEREAS, the County of San Diego Neighborhood Reinvestment Program provides funding for non-profit corporations for certain specified purposes; and

WHEREAS, the San Dieguito River Park Joint Powers Authority

(Organization name)
wants to file an application with County of San Diego for Neighborhood Reinvestment Program funding.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of

San Dieguito River Park Joint Powers Authority

(Organization name)

1. Confirms that San Dieguito River Park Joint Powers Authority is a non-profit California corporation or a public agency under the laws of the State of California;

2. Approves the filing of an application with the County of San Diego for Neighborhood Reinvestment Program funding during the County's 2016-2017 fiscal year; and

3. Authorizes the people listed below to sign a grant agreement with the County of San Diego for Neighborhood Reinvestment funds for the 2016-2017 fiscal year.

1. Print Name: Kevin McKeman
   Title: Executive Director
   Signature: 

2. Print Name: Shawna Anderson
   Title: Principal Planner
   Signature: 

3. Print Name: ________________________________
   Title: ________________________________
   Signature: 

Adopted on this 19th day of February , 2016

Brenda Britten
Secretary, Board of Directors
JPA Meeting of January 20, 2017

AGENDA ITEM: 6

SUBJECT: APPROVE RANCHO PASEANA EASEMENT
RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:  

RANCHO PASEANA TRUST  
15120 NE 92ND STREET  
REDMOND, WA 98052  

Documentary Transfer Tax -0-  

APN’s 302-082-21, -22, and -23

GRANT OF TRAIL EASEMENT

This GRANT OF TRAIL EASEMENT (“Trail Easement”), dated for reference purposes as of _____________, 2016, is entered into between the RANCHO PASEANA TRUST, a Washington Trust (“Grantor”), and the SAN DIEGUITO RIVER PARK REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY, a local government agency created under California Government Code Sections 6500 et seq. (the “JPA”), with respect to the following facts:

A. Grantor is the fee owner of real property located in San Diego County, California, described in Exhibit A attached hereto (the “Burdened Property”), which includes San Diego County Assessor’s Parcel Nos. 302-082-21, -22, and -23.

B. The JPA administers the Coast to Crest Trail that will eventually link trails and paths from Del Mar to Volcan Mountain for the benefit of the residents of San Diego County. The JPA desires to obtain a trail easement across a portion of the Burdened Property to expand the Coast to Crest Trail and connect portions thereof that are currently unconnected. Grantor is willing to grant such easement, subject to the terms below.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the JPA a nonexclusive twelve foot (12’) wide easement over, on and through that portion of the Burdened Property legally described on Exhibit B attached hereto (the “Easement Area”). The Easement Area is also graphically depicted on Exhibit C attached hereto. The sole purpose of the easement granted herein is to allow the JPA to improve, operate and maintain a natural riding and hiking trail for non-motorized recreational purposes within the Easement Area for the benefit of the residents of the County of San Diego, as part of the Coast to Crest Trail. The natural riding and hiking trail shall substantially conform in materials, character and quality to the other sections of the Coast to Crest Trail in the vicinity of the Burdened Property. Neither the JPA nor the public shall have any right, title or interest of any nature in any portion of the Burdened Property, other than those rights expressly granted herein concerning the Easement Area.
2. **“As Is” Condition.** The JPA acknowledges that the Easement Area is located within a flood plain, and the JPA agrees to accept the Easement Area in its “as is” condition. Grantor makes no representations or warranties with respect to the Easement Area or the appropriate uses of such Easement Area.

3. **Condition Precedent.** Notwithstanding anything to the contrary contained in this Trail Easement, the JPA acknowledges and agrees that neither the JPA nor the public has the right to enter upon or use the Easement Area in any way including, without limitation, construction, unless and until (the **“Condition Precedent”**) the JPA completes construction, at its sole cost and expense, of an east/west pedestrian crossing over and across the San Dieguito River in the area approximately 1,000 feet west of the southwestern corner of the Burdened Property.

4. **Construction of Improvements and Use of Easement Area.** The JPA shall be solely responsible for installation of the natural trail improvements and shall be responsible for obtaining all permits and approvals required for the public trail authorized by this Trail Easement. The JPA shall provide Grantor with copies of its plans to construct the trail improvements at least thirty (30) days before work is to commence. Grantor shall review those plans for the sole purpose of ensuring that the improvements will not unreasonably interfere with Grantor’s use and enjoyment of the Burdened Property and the JPA shall make any changes Grantor requests. The JPA’s construction of trail improvements and use of the Easement Area shall at all times comply with applicable law and not interfere with any existing easement rights or otherwise interfere with Grantor’s use and enjoyment of the Burdened Property. The JPA agrees to use its best efforts to perform all construction work in the Easement Area diligently and without undue delay.

5. **Termination.** Notwithstanding anything to the contrary herein, this Trail Easement shall automatically terminate and be of no further force and effect if any of the following occur: (i) the JPA fails to complete construction of trail improvements within the Easement Area, together with all related improvements, on or before the date that is fifteen (15) years after the Effective Date (as defined below) (the **“Construction Period”**), (ii) the trail is expressly abandoned by the JPA, (iii) the trail is closed for more than one hundred eighty (180) days for any reason other than for repairs or maintenance work, or (iv) the trail is closed for repairs or maintenance work for one (1) year or more. Although not required for the termination to be effective, upon request by Grantor, the JPA shall execute a recordable notice of termination following termination of this Trail Easement.

6. **Insurance.** The JPA shall maintain, for the duration of the term of this Trail Easement, insurance coverages with respect to the Easement Area as are commercially reasonable under the circumstances. The JPA or its contractor, as applicable, shall, at such party’s sole cost and expense, name Grantor and the Indemnified Parties (as defined below) as additional insureds under each such insurance policy. Upon request by Grantor, the JPA shall promptly provide Grantor with certificate(s) of insurance demonstrating the existence of the insurance required by this Section.

7. **Mechanic’s Liens.** No mechanic’s or materialman’s lien shall be recorded against or becomes an encumbrance on the Burdened Property as a result of any construction work or
otherwise due to any act or omission of the JPA or its agents or contractors. The JPA shall indemnify and hold Grantor harmless against any such liens and from any and all expense and liability in connection therewith, including, but not limited to, attorneys’ fees and court costs resulting therefrom.

8. **Grantor’s Rights.** Nothing herein shall be interpreted or construed to limit in any way Grantor’s rights to use the Burdened Property outside the Easement Area, including, but not limited to, Grantor’s right, in its sole and absolute discretion, to construct fencing along the boundary of the Easement Area.

9. **Continuation of The Coast to Crest Trail.** The JPA shall use its best efforts to obtain fee ownership or easements over, and make necessary improvements to, all areas necessary to permit the Coast to Crest Trail to be connected between the JPA’s planned trails segments on the east and west boundaries of the Easement Area.

10. **Maintenance and Operation.** The JPA at all times shall maintain the trail improvements in the Easement Area in good condition and repair, at the JPA’s sole cost and in accordance with all applicable laws, including, without limitation, all laws relating to the floodway, storm water management and drainage. The JPA agrees that such maintenance shall be performed in a manner and at a time that minimizes, to the extent possible, any unreasonable interference with Grantor’s use and enjoyment of the Burdened Property. The JPA shall operate that portion of the Coast to Crest Trail located within the Easement Area in the same manner and on the same terms as the JPA operates the remaining areas of the Coast to Crest Trail, including, but not limited to, implementation and enforcement of the permitted hours of use.

11. **Indemnity.** To the fullest extent allowed by law, the JPA agrees to indemnify, defend and hold Grantor and its trustees, employees, officers, directors, agents, invitees, members, guests, and authorized persons (collectively, the “Indemnified Parties”) harmless from and against, and shall reimburse them for, any and all claims, including, without limitation, any acts or proceedings brought against the Indemnified Parties, and any and all demands, losses, liabilities, damages, costs and expenses of any nature (including, without limitation, reasonable attorneys’ fees and costs incurred to investigate or defend any of the foregoing) arising out of or resulting from (i) any act or omission of the JPA or its agents, assigns, employees, contractors, subcontractors, or materialmen, and (ii) any and all personal injury or property damage arising out of or resulting from the use of the trail or the rights provided in this Trail Easement; provided, however, the JPA shall have no obligation to indemnify or defend an Indemnified Party to the extent the Indemnified Party’s gross negligence or willful misconduct is the sole cause of such demand, loss, liability, damage, cost or expense.

12. **Protection under California Law.** The JPA agrees to exercise its rights under this Trail Easement in a manner that will afford Grantor the maximum protection under California law, including, without limitation, Civil Code Section 846 and Government Code Section 831.4, as the same may be amended from time to time.

13. **Notices.** All notices, demands, requests, elections, consents or other communications given under this Trail Easement shall be in writing and shall be given by
personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

If to Grantor: Rancho Paseana Trust  
15120 NE 92nd Street  
Redmond, WA  98052

If to the JPA: San Dieguito River Park JPA  
Attention: Executive Director  
18372 Sycamore Creek Road  
Escondido, California 92025

Any such notices shall be deemed given on (i) actual receipt, if delivered personally, (ii) the date of actual or attempted delivery provided such attempted delivery is made on a business day, if by Federal Express, express mail or another like overnight delivery service, or (iii) the date of actual delivery as shown by the addressee’s registry or certification of receipt or three (3) business days after mailing, whichever is earlier, if mailed to the person to whom notice is to be given. The person and the place to which notices are to be mailed may be changed by either party by notice to the other in accordance with this Section.

14. **Successors and Assigns.** This Trail Easement shall run with the Burdened Property and be binding on the parties and their successors-in-interest, and shall be enforceable by the parties and their successors-in-interest. As an in gross easement, the JPA shall not be permitted to assign its rights under this Trail Easement without the prior written consent of Grantor, which consent may be withheld in Grantor’s sole and absolute discretion.

15. **No Waivers of Rights.** Any violation of the provisions contained herein will be deemed to be a continuing violation. No delay by any party in the delivery of any notice of any violation, or in the enforcement of any rights, or in the seeking of any remedies provided herein, will constitute a waiver of the right to give such notice, enforce such right, or seek such remedy at any time after the occurrence of such violation.

16. **Attorneys’ Fees.** If a party commences litigation for the judicial interpretation, enforcement, or extinguishment of this Trail Easement, the prevailing party will be entitled to reimbursement of reasonable attorneys’ fees and other costs incurred (including, but not limited to, attorneys’ fees and costs on appeal) from the non-prevailing party.

17. **Amendment.** No amendment or modification of this Trail Easement shall be valid unless it is set forth in a writing signed by Grantor and the JPA or their lawful successor(s)-in-interest, if any, and recorded in the Office of the San Diego County Recorder.

18. **Further Assurances.** Either party, upon the written request of the other, shall execute such other documents and perform such acts as may be reasonable and necessary in order to give effect to the intentions expressed herein.

19. **Equitable Relief; Specific Performance.** Either party’s failure to fulfill its obligations hereunder would result in irreparable and immediate harm to the other party.
Therefore, in addition to other remedies available at law or in equity, the remedy of specific performance is appropriate and available if either party breaches this Trail Easement.

20. **Integration.** This Trail Easement represents the entire agreement between the parties regarding the subject matter herein; any prior or contemporaneous correspondence, agreements and representations, whether oral or written, are merged herein and superseded hereby.

21. **Severability.** If any term, covenant, condition or provision of this Trail Easement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Trail Easement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby only if the underling purposes and protections afforded by this Trail Easement remain in effect.

22. **Counterparts.** This Trail Easement may be executed in one (1) or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same document.

23. **Effective Date.** This Trail Easement shall become effective on the date it is fully executed and filed for record in the Office of the San Diego County Recorder (the “Effective Date”).

Executed at the locations and as of the dates written below in the attached notary forms.

**GRANTOR:**

Rancho Paseana Trust,
a Washington trust

By: __________________________
Name: ________________________
Title: ________________________

**THE JPA:**

San Dieguito River Park Regional Open Space Park Joint Powers Authority, a local government agency created under California Government Code Sections 6500 et seq.

By: __________________________
Name: ________________________
Title: ________________________
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego  

On ____________________, before me, ____________________________, a Notary Public, personally appeared _______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego  

On ____________________, before me, ____________________________, a Notary Public, personally appeared _______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ________________________________
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Trail Easement dated ________________ from Rancho Paseana Trust, a California nonprofit mutual benefit corporation, to the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“JPA”), a joint powers authority formed under the Joint Exercise of Powers Act (California Government Code § 6500 et seq.), is hereby accepted by the undersigned officer or agent on behalf of the JPA pursuant to the authority granted by resolution of the JPA Board of Directors on ________________, and the JPA consents to the recordation thereof by its duly authorized officer.

Dated: ________________

SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY, a local government agency created under California Government Code Sections 6500 et seq.

_____________________, Its ___________________
EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PROPERTY
EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL "A":

ALL THAT PORTION OF LOTS 1 AND 2 OF COUNTY OF SAN DIEGO TRACT NO. 4413, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11372 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 21, 1965, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY THEREOF NORTH 87° 36' 0" WEST 1311.75 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY NORTH 29° 00' 34" EAST 1454.67 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF SAID LOT 2; THENCE CONTINUING NORTH 29° 00' 34" EAST 594.00 FEET TO AN ANGLE POINT; THENCE SOUTH 62° 41' 07" EAST 450.27 FEET; THENCE NORTH 73° 14' 45" EAST 47.44 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID LOT 1, SAID POINT ALSO BEING A POINT IN THE WESTERLY LINE OF SAN DIEGUITO ROAD; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF LOTS 1 AND 2 AS FOLLOWS: SOUTH 28° 58' 59" EAST 3 65.01 FEET TO THE BEGINNING OF A TANGENT 801.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 48' 18" A DISTANCE OF 556.48 FEET; THENCE TANGENT TO SAID CURVE SOUTH 10° 49' 19" WEST 274.2 0 FEET TO THE BEGINNING OF A TANGENT 801.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 42' 25" A DISTANCE OF 513.17 FEET; THENCE TANGENT TO SAID CURVE SOUTH 47° 31' 44" WEST 127.37 FEET TO THE POINT OF BEGINNING.

APN: 302-082-23-00

PARCEL "B":

LOTS 1 AND 2 OF COUNTY OF SAN DIEGO TRACT NO. 4413, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11372, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 21, 1985, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY THEREOF NORTH 87° 36' 0" WEST 1311.75 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY NORTH 29° 00' 34" EAST 1454.67 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF SAID LOT 2; THENCE CONTINUING NORTH 29° 00' 34" EAST 594.00 FEET TO AN ANGLE POINT; THENCE SOUTH 62° 41' 07" EAST 450.27 FEET; THENCE NORTH 73° 14' 45" EAST 47.44 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID LOT 1, SAID POINT ALSO BEING A POINT IN THE WESTERLY LINE OF SAN DIEGUITO ROAD; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF LOTS 1 AND 2 AS FOLLOWS: SOUTH 28° 58' 59" EAST 3 65.01 FEET TO THE BEGINNING OF A TANGENT 801.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 48' 18" A DISTANCE OF 556.48 FEET; THENCE TANGENT TO SAID CURVE SOUTH 10° 49' 19" WEST 274.20 FEET TO THE BEGINNING OF A TANGENT 801.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 42' 25" A DISTANCE OF 513.17 FEET; THENCE TANGENT TO SAID CURVE SOUTH 47° 31' 44" WEST 127.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE NORTH BOUNDARY OF SAID RECORD OF SURVEY MAP NO. 9525 FROM WHICH A LINE BEARS NORTH 17° 49' 31" EAST; THENCE SOUTH 17° 49' 31" WEST, 147.54 FEET; THENCE NORTH 89° 30' 00" WEST 670.88 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF THAT CERTAIN ROAD KNOWN AS "VIA DE SANTA FE" AS SHOWN ON MAP NO. 1924 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE NORTH 17° 48' 13" EAST, ALONG SAID SOUTHERLY PROLONGATION, 147.53 FEET TO A POINT IN THE NORTH LINE OF SAID RECORD OF SURVEY NO. 9525; THENCE SOUTH 89° 30' 00" EAST, ALONG SAID NORTHERLY LINE, 570.94 FEET TO THE POINT OF BEGINNING.

APN: 302-082-22-00
EXHIBIT A
LEGAL DESCRIPTION
(CONTINUED)

PARCEL "C":

PARCEL 3 OF PARCEL MAP NO. 14505, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 10, 1986.

APN: 302-082-21-00
EXHIBIT B

LEGAL DESCRIPTION OF THE EASEMENT AREA
EXHIBIT “B”
LEGAL DESCRIPTION

Easement For Trail Purposes

AN EASEMENT FOR TRAIL PURPOSES OVER THE SOUTH 12.00 FEET OF LOT 2 OF COUNTY OF SAN DIEGO TRACT NO. 4413, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11372, FILED IN THE OFFICE OF THE COUNTY RECORDER NOVEMBER 21, 1985, TOGETHER WITH THE SOUTH 12.00 FEET OF PARCEL 3 OF PARCEL MAP NO. 14505, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OCTOBER 10, 1986.

CONTAINING 41,247 SQUARE FEET MORE OR LESS

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT “C”, ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR’S ACT.

RALPH W. GUIDA, IV, P.L.S. 7076

12/01/16

DATE
EXHIBIT C

GRAPHIC DEPICTION OF THE EASEMENT AREA
EXHIBIT "C"
EASEMENT FOR TRAIL PURPOSES
IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

SCALE: 1" = 800'

NOTE: DIMENSIONS SHOWN HEREON ARE PER AN ALTA SURVEY PREPARED BY HUNSAKER & ASSO, DATED 8/21/2014.
AGENDA ITEM: 8

SUBJECT: BUDGET STATUS REPORT
### SDRP Consolidated Budget Status FY16/17 2nd Quarter (Oct-Dec, 2016)

#### Operating Fund

<table>
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<th>Revenues</th>
<th>Thru 2nd Qtr rec'd</th>
<th>2nd Qtr proj.</th>
<th>2nd Qtr target 50%</th>
<th>Total Annual</th>
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<td>Member Agencies</td>
<td>959910</td>
<td>479955</td>
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<td>Habitat Mgt</td>
<td>10985</td>
<td>44466</td>
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<td>88933</td>
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<td>Misc</td>
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<td>54469</td>
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<td><strong>Total</strong></td>
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<td><strong>578890</strong></td>
<td><strong>86%</strong></td>
<td><strong>1157780</strong></td>
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<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Thru 2nd Qtr exp'd</th>
<th>2nd Qtr proj.</th>
<th>2nd Qtr target 50%</th>
<th>Total Annual</th>
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<tbody>
<tr>
<td>Education/Volunteer Program</td>
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<td>Salaries</td>
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<td>Habitat Management</td>
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<td>Lagoon Mitigation</td>
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<td>Non-Habitat Services</td>
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<td>Sikes Adobe</td>
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<td><strong>Total</strong></td>
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#### Coastal Budget Operated on Calendar Year - Status through 4th Qtr (Oct-Dec, 2016)

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Thru 4th Qtr exp'd</th>
<th>Thru 4th Qtr proj.</th>
<th>Thru 4th Qtr target 100%</th>
<th>Total Annual</th>
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<td>Salaries</td>
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<td>Operations</td>
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<td>Vehicles</td>
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<tr>
<td>Jurisdiction</td>
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<td>Direct Hours</td>
<td>Education Hours</td>
<td>General Hours</td>
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<tr>
<td>-----------------------</td>
<td>------</td>
<td>--------------</td>
<td>-----------------</td>
<td>--------------</td>
</tr>
<tr>
<td>City of Del Mar</td>
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<td>0</td>
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<td>City of Escondido</td>
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<td>City of Poway</td>
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## Cash Balance Report

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<td>44625</td>
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<td>44634</td>
<td>SDRVJPA - Coast</td>
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