



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
VIA TELECONFERENCE ONLY
Friday, January 15, 2021 - 11:00 A.M.**

Pursuant to the State of California Executive Order N-29-20, and in the interest of public health, San Dieguito River Park is temporarily taking actions to reduce the spread of the COVID-19 pandemic by holding the Board Meeting via teleconference. All Board members and staff will be participating remotely.

To Join Zoom Meeting

<https://zoom.us/j/99988232354?pwd=SmRIQ1BPRWZBbVhVVnhXRVPprMTJIUT09>

To join this meeting via Teleconference

Please dial: 1-669-900-9128

Meeting ID: 999 8823 2354

Passcode: 440149

It is highly recommended to call in to the meeting or log in to the waiting room **at least** 15 minutes prior to the commencement of the meeting.

Public Participation/Comment: It is highly recommended to call in to the meeting or log in to the waiting room **at least** 15 minutes prior to the commencement of the meeting. Persons wishing to address the Board on matters not on the agenda may do so under Public Comment. Those wishing to speak on items on the agenda may do so when the item is being considered. To make a comment, please use the raise hand feature of Zoom or let the moderator know by using the chat function. You may also participate in the meeting by emailing comments to Brenda@sdrrp.org by 3:00 p.m. the day prior to the meeting. The subject of your e-mail should clearly state the item number you are commenting on. All comments will be e-mailed to the Board of Directors prior to the start of the meeting. If you desire to have your comment read into the record during the meeting, please note that in the e-mail subject line. Comments may be mailed to the Board, but to be considered, must be received on or before the meeting date. Written comments should be mailed to: San Dieguito River Park, 18372 Sycamore Creek Road, Escondido, CA. 92025.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brenda Miller at 858-674-2270. Please notify Brenda at least 48 hours prior to the Board meeting.

Welcome and Introduction of new Board Members

Approval of the Minutes of November 20, 2020 (Page 3)

Executive Director's Report and 2020 Year-End Wrap Up

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. Elect Board Chair, nominate and elect Vice-chair, and elect Budget/Administration/Policy Committee members (Page 7)
2. Orientation Workshop for New Board Members
3. Determine Committee and Process for Five-Year Review of JEPA Terms (Page 9)

INFORMATION

4. Coordination Reports (oral)
 - a. San Dieguito River Valley Conservancy
 - b. Friends of the San Dieguito River Valley
 - c. Volcan Mountain Preserve Foundation
 - d. San Dieguito Lagoon Committee
 - e. Friends of Sikes Adobe

5. Jurisdictional Status Reports (oral)

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

THE NEXT REGULAR JPA MEETING WILL BE February 19, 2021. If you have any questions, please contact Shawna Anderson at shawna@sdrp.org or (858) 674-2270 Ext. 13

**SAN DIEGUITO RIVER PARK
JOINT POWERS AUTHORITY
Minutes of November 20, 2020**

MEMBERS PRESENT

Barbara Bry - Chair
Dwight Worden – Vice-Chair
Dave Grosch
Mark Kersey
Dianne Jacob
Judy Hegenauer
Jeff Barnouw
Dustin Fuller

MEMBERS ABSENT

Olga Diaz
Kristin Gaspar

VISITORS/STAFF PRESENT

Wayne Brechtel
Brenda Miller
Shawna Anderson
Jason Lopez
Leana Bulay
Avery Rollins
Ricky Flahive
Bill & Mary Farrell
Quinton Grounds
Candy Bowman
Crystal Benham
Jeremy Bakespear
Trish Boaz
Maggie Brown
Carol Kerridge
Kim Wehinger

REPRESENTING

City of San Diego
City of Del Mar
City of Poway
City of San Diego
County of San Diego
City of Solana Beach
Citizens Advisory Committee
22nd District Agricultural Association

REPRESENTING

City of Escondido
County of San Diego

JPA Counsel
San Dieguito River Park JPA
San Dieguito River Park JPA
San Dieguito River Park JPA
San Dieguito River Park JPA
San Dieguito River Park JPA
San Diego City Council District 1
Friends of the San Dieguito River Valley
San Diego City Council District 5
Friends of the San Dieguito River Valley
County of San Diego Parks Department
San Diego Mountain Bike Association
San Dieguito River Valley Conservancy
Friends of the San Dieguito River Valley
San Dieguito Lagoon Committee
City of San Diego

Chair Bry convened the video conference meeting at 9:00 a.m. A quorum roll call was taken with 7 Board Members present: Bry, Worden, Grosch, Jacob, Hegenauer, Kersey and Barnouw. Boardmembers Gaspar and Diaz were absent.

Chair Bry asked for comments from the public and hearing none the Board entered closed session.

1. Closed Session Pursuant to California Government Code Section 54957(b)(1) to Interview and Consider Candidates for the General Manager Position.

Chair Bry opened the meeting in public session at 11:01 a.m.

Introduction and Announcements

Chair Bry announced the Board Members attending the meeting as: Dwight Worden, Dianne Jacob, Dave Grosch, Judy Hegenauer, Mark Kersey, Jeff Barnouw and herself. Boardmembers Diaz and Gaspar and Dustin Fuller were not in attendance.

Approval of Minutes of October 16, 2020

Boardmember Barnouw moved to approve the minutes of October 16, 2020 and Boardmember Jacob seconded the motion. A roll call vote was taken with the following response.

Yes votes: Bry, Worden, Grosch, Jacob, Hegenauer, Kersey Barnouw

Absent: Diaz, Gaspar

Interim Executive Directors Report- Newly elected Executive Director/General Manager Shawna Anderson reported that six JPA boardmember seats will be changing in 2021 due to results of member agency local elections. Ms. Anderson acknowledged each outgoing boardmember for their leadership, commitment and support of the JPA. She made special mention of thanking Boardmember Jacob for her 28 years of service and gave Ms. Jacob the title of Founding Board Member. Ms. Anderson showed the gifts that the boardmembers received. Ms. Anderson reported that the JPA won a grant from the State Natural Resources Agency in the amount of \$1.39 million to design and build the Osuna Segment of the Coast to Crest Trail. This critical section of trail is one mile long, from Surf Cup to San Dieguito Road, including a bridge over the river. The JPA's submission was 1 of 19 selected from 174 proposals. Ms. Anderson said this grant was possible because of the grant match support provided by the San Dieguito River Valley Conservancy. The JPA also received a grant from the Hans & Margaret Doe Charitable Trust for the Watershed Explorer Program. The funds will be used to create a San Dieguito River Valley watershed model to be used for educational programs. The JPA was contacted by the Department of the Navy, who would like to use 9 acres of the Sycamore Westridge property for mitigation. An endowment will be set up in the future for management of the property. Ms. Anderson reported that the California Coastal Commission approved, on the most recent meeting consent agenda, the CDP for the Lagoon Restoration Project known as W-19. Ms. Anderson reported that she has appreciated working with SCE and SANDAG on this project.

Public Comment– No Public Comment

DISCUSSION/ACTION AGENDA**2. General Manager Recruitment**

Recommendation: Appoint a new General Manager upon completion of the recruitment and negotiation process.

Counsel Brechtel reported that many resumes were received for the General Manager position and that 13 applications were forwarded to the JPA Board ad-hoc committee for review. The pool was further narrowed to 5 applicants of which 3 were selected for the final interviews. The JPA Board interviewed the 3 candidates in closed session and the motion was made to hire Shawna Anderson as the new Executive Director/ General Manager at the salary amount of \$126,251 per year upon completion of the employment contract, to include a benefit package consistent with the previous

Directors benefit plan. Chair Bry made the motion to hire Shawna Anderson as the new General Manager as recommended by the Boardmembers. Board member Jacob seconded the motion. A roll call vote was taken.

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

The Board shared warm sentiments and welcomed new Executive Director, Shawna Anderson.

3. Update from JPA Surf Cup Subcommittee

Vice-Chair Worden reported that the JPA Surf Cup Subcommittee met with Surf Cup Sports representatives. Surf Cup presented the reasons that work had not been done on the trail as revenue constraints compounded by COVID-19. Surf Cup also stated that they were not willing to go forward with the trail project until the Friends of San Dieguito River Valley lawsuit is resolved and that they had a concern with a mitigation issue at the Fairbanks Country Club. The JPA representatives reminded Surf Cup that the JPA is not involved in the lawsuit and that restoring the trail and habitat is a requirement of their lease with the City and that the public has been waiting a long time to have the trail completed. The JPA asked for a work schedule from Surf Cup. Surf Cup Representatives stated that they would start removing weeds from the trail area soon and start trail construction once the lawsuit is resolved and they can operate and generate revenue. The JPA Surf Cup Subcommittee recommended that the JPA keep this issue on their priority list and create a committee made up of the new board members.

Public Comment: Maggie Brown from the Friends of the San Dieguito River Valley thanked the Subcommittee for the update. Chair Bry said that a timeline is lacking in the City lease and that newly elected councilman Joe LaCava will be briefed on this issue.

4. Process for JEPA Review

Executive Director Shawna Anderson explained clause 3.b of the JEPA 2015 agreement which states that every five years the member agencies will review the terms of the Agreement. Ms. Anderson asked that a subcommittee of the board be created to review this item. Chair Bry called for public comment and hearing none recommended that this item be added to the January JPA Board meeting agenda so that the new boardmembers have the opportunity to review the JEPA terms.

INFORMATION

5. Park Project Status Updates

a. San Dieguito Lagoon Restoration Phase 2 (W-19)

Executive Director/General Manager Shawna Anderson reported that, similar to the Southern California Edison restoration project, the JPA will be the long term manager of the W-19 restoration project after CALTRANS mitigation obligations are met. Work is being done to secure the final permits. A draft MOU between SCE and SANDAG and the JPA is being finalized and will be brought to the JPA for adoption in the future. SANDAG, CALTRANS and the JPA will be drafting the endowment for the future management of the project. The

construction will be done under contract with CALTRANS by contractor Marathon Construction and will begin November 2021.

b. Rancho Santa Fe Section of Coast to Crest Trail

Executive Director/General Manager Shawna Anderson reported that this section of trail is one mile long and it links the Santa Fe Valley Trail to Lusardi Open Space Preserve. The JPA will be resuming construction on this critical link soon. Ms. Anderson stated that this project and the Osuna project will fill two gaps in the Coast to Crest Trail and she is happy to report this progress.

6. Coordination Reports

a. San Dieguito River Valley Conservancy – Trish Boaz reported that the Wildlife Conservation Board approved grant funding for the Conservancy’s purchase of 103 acres in Del Dios. Wildlife Conservation Board will meet in February 2021 and consider the funding for the purchase of an additional 14 acres adjacent to the 103 acres for a total of 117 acres. The property is across Del Dios Highway near the Hodges dam, within the viewshed of the San Dieguito River Park. The Conservancy’s portion of the purchase is \$260,000 of the total purchase amount of \$2.266 million. Federal and State agencies are providing 90% of the cost.

- b. Friends of the San Dieguito River Valley– No Report
- c. Volcan Mountain Preserve Foundation – No Report
- d. San Dieguito Lagoon Committee – No Report
- e. Friends of Sikes Adobe– No Report

7. Jurisdictional Status Reports

Vice-Chair Worden reported that River Path Del Mar phases 1 and 2 have been completed. He stated that phase 3, from Grand Avenue Bridge to Crest Canyon, is the most challenging. However, with generous grants received from the San Dieguito River Valley Conservancy and the Del Mar Foundation phase 3 is fully funded.

Chair Bry adjourned the meeting at 11:45 am stating that her last day as a City councilmember and JPA boardmember will be December 10th and that she has enjoyed her participation on the board. She continued to say that the organization is in great hands with Shawna as the General Manager.

These minutes approved by Board action.

Date

Executive Director

Agenda Item 1

January 15, 2021

DATE: January 15, 2021

TO: JPA Board of Directors

FROM: Staff

SUBJECT: 2021 Election of Officers and Committee Appointments

RECOMMENDATION:

Board motion and vote to elect Boardmember Worden as Chair and nominate and elect a Vice-Chair for 2021 and appoint Boardmembers to serve on the Budget and Administration Subcommittee.

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.”*

Boardmember Dwight Worden served as Vice-Chair in 2020, therefore per Policy 95-1 he would serve as Chair in 2021. With several new incoming Board members anticipated for the 2021 Board a nominating committee was not appointed by the sitting 2020 Board. Therefore, it is recommended that the current full Board nominate and elect a Vice-Chair.

The Budget and Administration Subcommittee is currently the only standing subcommittee. Existing Boardmembers Worden and Grosch both sat on this subcommittee in 2020.

Respectfully submitted,
Shawna Anderson
Executive Director

Attachment 1: San Dieguito River Park JPA Policy P95-1

POLICY NO. P95 - 1
ADOPTION DATE: 3/17/95
POLICY OF THE BOARD OF DIRECTORS OF THE SAN DIEGUI TO RIVER
VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY
ELECTION OF JPA BOARD OFFICERS

PURPOSE

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

POLICY

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

OFFICERS/TERMS

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

NOMINATING COMMITTEE

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

REMOVAL FROM OFFICE

An officer of the San Dieguito River Park JPA may be removed by a majority vote of the Board of Directors.

Agenda Item 3

January 15, 2021

TO: JPA Board

FROM: Staff

SUBJECT: Process for JEPA Review

RECOMMENDATION:

Discuss and determine a process for five-year review of the Joint Exercise of Powers Agreement (JEPA).

Clause 3.b of the San Dieguito River Park Amended and Restated Joint Exercise of Powers Agreement (JEPA, 2015) requires that the member agency representatives review the terms of the Amended JEPA every five years (Attachment 1). 2020 represents the first five-year term since the Amended JEPA was adopted in 2015.

In full, the JEPA clause reads:

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.

A process for the five-year review has not yet been established. At the November 20, 2020 Board meeting it was decided that the review should be done by the new Board starting in 2021. Options include establishing a Board subcommittee to conduct the review and report back to the full Board or conducting the review at a regular Board meeting.

Respectfully submitted,

Shawna Anderson
Executive Director

Attachment 1: Amended and Restated 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 DIEGUIO 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:

Population Weighted Percentages	Jurisdictional Acreage Weighted Percentages
0-10,000 = 5%	0 = 0%
10,001-50,000 = 8%	1-500 = 2%
50,001-250,000 = 11%	above 500 = 4%
250,001-500,000 = 22%	
500,001 and above = 32%	

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

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:

Each Public Agency Contribution % (raw) ÷ Total of all Public Agency Contribution percentages (raw) = 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 by laws, 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 by laws, 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 upon the most recent JPA Board approved audit report and 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