

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

**JOINT POWERS
AUTHORITY BOARD OF
DIRECTORS**

Chair Dwight Worden
Del Mar City Council

Vice-Chair Dave Grosch
Poway City Council

Tina Inscoc
Escondido City Council

Joe LaCava
San Diego City Council

Marni von Wilpert
San Diego City Council

Joel Anderson
Supervisor, County of San Diego

Terra Lawson-Remer
Supervisor, County of San Diego

Kelly Harless
Solana Beach City Council

Jeff Barnouw
Citizens Advisory Committee

Dustin Fuller, Ex Officio
22nd District Agricultural
Association

Shawna Anderson
Executive Director

**AGENDA
SAN DIEGUITO RIVER PARK
JOINT POWERS AUTHORITY
VIA TELECONFERENCE ONLY
Friday, March 19, 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=SmRIQ1BPRWZBbVhVVnhXRVPprMTJlUT09>

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@sdrp.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.

Approval of the Minutes of February 19, 2021 (Page 3)

Executive Director's Report

Public Comment

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

DISCUSSION/ACTION

1. Approve Engineering Consultant Agreement for Osuna Segment of the Coast to Crest Trail (Page 8)
2. Board Ad-hoc Committee for Coast to Crest Trail Segment on Surf Cup Sports Lease (Page 27)
3. Consider Recommendation of JPA Budget Committee for Proposed FY 21/22 JPA Budget (Page 35)

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.

6. Adjourn to Closed Session

- a. “Conference with Legal Counsel to Discuss Liability Claim Pursuant to California Government Code Sec. 54956.9(d)(2)”

THE NEXT REGULAR JPA MEETING WILL BE April 16, 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 February 19, 2021**

MEMBERS PRESENT

Dwight Worden – Chair
Dave Grosch – Vice-Chair
Tina Inscoc
Joe LaCava
Marni von Wilpert
Terra Lawson-Remer
Kelly Harless
Jeff Barnouw
Dustin Fuller

MEMBERS ABSENT

Joel Anderson

VISITORS/STAFF PRESENT

Shawna Anderson
Wayne Brechtel
Brenda Miller
Ricky Flahive
Maggie Brown / Candice Bowman
Crystal Benham
Quinton Grounds
Greg Kazmer
Carol Kerridge
Garima Pathak / Sanwar Harshwal
Diane Hillman
Ann Gardner

REPRESENTING

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

REPRESENTING

County of San Diego

San Dieguito River Park JPA
JPA Counsel
San Dieguito River Park JPA
San Diego City Council District 1
Friends of San Dieguito River Valley
San Diego County Parks
San Diego City Council District 5
County of San Diego District 2
San Dieguito Lagoon Committee
Harshwal & Company LLP
Friends of Sikes Adobe
Friends of San Dieguito River Valley

Introduction and Announcements

Chair Worden convened the meeting at 11:00 a.m. Brenda Miller called attendance with roll call. A quorum was met with 8 board members present.

Approval of Minutes of January 15, 2021

Boardmember Grosch made the motion to approve the minutes of January 15, 2021. Boardmember Barnouw seconded the motion. There was no public comment. A roll call vote was taken.

Yes votes: Barnouw, Grosch, Harless, Inscoc, LaCava, Lawson-Remer, von Wilpert, Worden

Absent: Anderson

Executive Directors Report - Executive Director Shawna Anderson reported that she is continuing to meet with and arrange tours for the boardmembers. Director Anderson said Ayden Zielke has been hired as the new Environmental Planner and will be starting the position March 1, 2021. Director Anderson said she is

working on the budget for fiscal year 2021-2022 and will be sharing the information with the Budget Subcommittee when they meet March 11, 2021.

Public Comment—No public comment.

DISCUSSION/ACTION AGENDA

1. Nominate and Elect Vice-Chair

Chair Worden asked for a volunteer to serve in the Vice-Chair position. Boardmember Grosch volunteered for the Vice-Chair position. Boardmembers LaCava and von Wilpert both stated that they would consider the position next year. There was no public comment. Boardmember Barnouw made the motion to elect Boardmember Grosch to the Vice-Chair position and Boardmember Harless seconded the motion. A roll call vote was taken.

Yes votes: Barnouw, Grosch, Harless, Inscoc, LaCava, Lawson-Remer, von Wilpert, Worden

Absent: Anderson

2. Receive and Distribute Third Party Audit Report for Year Ending June 30, 2020

Sanwar Harshwal and Garima Pathak, representatives from Harshwal & Company, LLP presented the process and results of the audit performed for fiscal year ending June 30, 2020. The result of the audit was that there were no significant differences and no internal issues with the record keeping. There was a brief discussion of the audit and current budget. There was no public comment. Boardmember von Wilpert made the motion to receive and distribute the third party audit report for year ending June 30, 2020 and Boardmember LaCava seconded the motion. A roll call vote was taken.

Yes votes: Barnouw, Grosch, Harless, Inscoc, LaCava, Lawson-Remer, von Wilpert, Worden

Absent: Anderson

3. Approve Right of Way Easement to SDG&E on JPA Property

Recommendation: Approve new SDG&E easement for underground utilities across a portion of JPA Property.

Executive Director Shawna Anderson presented the agenda item showing a map of the location of the 3-foot-wide easement extending / modifying an existing utility easement on JPA property located behind the ranger station adjacent to Via de la Valle. SDG&E representative Kelli Fitzgerald was present to answer questions. Discussion included the future removal of six miles of overhead power lines, liability assumption, and the effect on JPA operations. There was no public comment. After discussion, Boardmember LaCava moved to approve the Right of Way Easement to SDG&E on JPA property. Boardmember von Wilpert seconded the motion.

Yes votes: Barnouw, Grosch, Harless, Inscoc, LaCava, Lawson-Remer, von Wilpert, Worden

Absent: Anderson

4. **Approve Temporary License Agreement with SDG&E for Construction Access**

Recommendation: Approve license agreement with SDG&E for temporary use of JPA property for construction access and staging for SDG&E undergrounding project.

Executive Director Shawna Anderson showed a picture of the project area and explained where SDG&E would like to stage their construction equipment during the undergrounding of utility lines on the south side of the Via de la Valle. Project construction is anticipated to last six months and SDG&E will pay the JPA \$500 per month. Clause 4 of the agreement states that SDG&E will restore the JPA property to its original condition at the end of the project. Kelli Fitzgerald of SDG&E answered questions from the board members and stated that the JPA will be updated on the project progress and that the project is planned to begin March 2021. There was no public comment. Boardmember Barnouw made the motion to approve the temporary license agreement with SDG&E for construction access and Boardmember LaCava seconded the motion. A roll call vote was taken.

Yes votes: Barnouw, Grosch, Harless, Inscoc, LaCava, Lawson-Remer, von Wilpert, Worden

Absent: Anderson

5. **Discuss and Approve Proposed JPA Letter Regarding Horse Park Property**

Recommendation: Discuss and approve draft JPA letter to 22nd District Agriculture Association regarding Horse Park.

Executive Director Shawna Anderson explained the equestrian uses and background of the 22nd District Agricultural Association's Horse Park property and their storm water compliance issue per information from the 22nd DAA. She also stated its importance in the focused planning area and that the JPA's Coast to Crest Trail located on the property adjacent to the river has been unstable for several years due to the lack of a buffer between the trail and river edge. Ms. Anderson recommended that the JPA become an active participant in the future planning of the Horse Park property and urged the 22nd DAA to consider the importance of the facility to equestrian use and open space in the park. Boardmember Dustin Fuller added comments to the discussion including the 22nd DAA's awareness and consideration of the Coast to Crest Trail. Boardmember Fuller also said that he welcomed Director Anderson to future strategic planning meetings and answered boardmember questions. There was no public comment.

Boardmember Lawson-Remer left the meeting at 12:00 p.m.

Boardmember von Wilpert moved to approve sending the proposed JPA letter regarding the Horse Park Property and Boardmember Grosch seconded the motion. A roll call vote was taken.

Yes votes: Barnouw, Grosch, Harless, Inscoc, LaCava, von Wilpert, Worden

Absent: Anderson, Lawson-Remer

INFORMATION

6. Coordination Reports

a. San Dieguito River Valley Conservancy- No report

b. Friends of the San Dieguito River Valley- Maggie Brown read a statement regarding the status of the Friends of San Dieguito River Valley lawsuit against Surf Cup Sports and the City of San Diego. She stated that the Friends lost their court appeal.

Boardmember von Wilpert left the meeting at 12:12 p.m.

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

Boardmember Barnouw reported that the proposed assisted living project next to St. John Garabed Armenian Church on El Camino Real was a topic of discussion at the Citizens Advisory Committee.

Chair Worden adjourned the meeting at 12:15 p.m.

These minutes approved by Board action.

Date

Executive Director

Agenda Item 1

March 19, 2021

TO: JPA Board

FROM: Staff

SUBJECT: Consultant Agreement for Osuna Segment of the Coast to Crest Trail

RECOMMENDATION:

Approve and authorize Executive Director to sign Kimley-Horn Agreement for engineering and environmental services for Osuna segment of the Coast to Crest Trail.

Project work on the Osuna segment of the Coast to Crest Trail has started and will require engineering and environmental technical services by a consultant team. The Osuna trail project is located near the community of Fairbanks Ranch between the end of the Surf Cup trail segment and the San Dieguito Road future pathway (Attachment 1). In October 2019, the JPA applied for a California Natural Resources Agency recreational grant to fund project design, permits, CEQA compliance, and project construction and the JPA was awarded a \$1.39M grant in November 2020.

In preparation for applying for the state grant program, JPA staff solicited cost proposals in May 2019 for engineering and environmental technical support using a Request for Proposal per the JPA's procurement policy. The RFP was distributed to nine qualified lead companies and others and posted on the SDRP website. A well-attended pre-proposal meeting was also held at the project site. Two detailed proposals were received. After review, JPA staff determined that the Kimley-Horn team was the most responsive and qualified. Their cost proposal was used to inform the grant application budget.

The JPA's procurement policy requires board approval for professional services over \$50,000. Kimley-Horn's scope is to provide engineering and environmental support services for bridge design, project plans, CEQA, and permits. The entire cost of this consultant contract will be funded by the San Dieguito River Valley Conservancy as part of the funding match they are providing for the state grant. The JPA will invoice the Conservancy as consultant invoices are received. All costs will be tracked by JPA staff as required by the state grant.

Respectfully submitted,

Shawna Anderson
Principal Planner

Attachment 1: Project Location

Attachment 2: Kimley-Horn contract agreement



Morgan Run Golf
Club (Private)

Private

Via de la Valle

Polo Field
(Surf Cup)

San Dieguito Road

Bridge Location

San Dieguito River

Fairbanks Ranch
Country Club

9

Agenda Item 1

March 19, 2021

AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this ___ day of _____, 20__, by and between _____
("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant").

NAME OF PROJECT: _____ ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant will perform only the services specifically described in Exhibit A, which is made a part of this Agreement ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, make and interpret the Client's and decisions.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all off which the Consultant may rely upon.

(d) Arrange for access to the project site and other property as required for the Consultant to perform services .

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client my require.

rev 10/2020

ATTACHMENT 2

Agenda Item 1

March 19, 2021

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work after receipt of a fully executed copy of this Agreement. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Consultant a time price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full, and may commence legal proceedings including filing liens to secure payment.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 30 days of receipt of the invoice or all such

Agenda Item 1

March 19, 2021

objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant. If requested, Client shall be provided with copies of Consultant's electronic files and source code for work provided under this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Termination. The obligation to provide further services under this Agreement may be

rev 10/2020

ATTACHMENT 2

Agenda Item 1

March 19, 2021

terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. Client may terminate this agreement without cause by providing Consultant with at least 30-days advance written notice. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained

rev 10/2020

(13) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

Agenda Item 1

March 19, 2021

(17) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the state of California. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

[INSERT CLIENT NAME]

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

rev 10/2020

ATTACHMENT 2

Agenda Item 1

March 19, 2021

P.E. No. _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	San Dieguito River Valley Regional Open Space Park Joint Powers Authority				
Mailing Address for Invoices	18372 Sycamore Creek Rd., Escondido, CA 92025				
Federal ID Number	95-6000934				
Contact for Billing Inquiries	Brenda Miller				
Contact's Phone and e-mail	858-674-2270 brenda@sdrp.org				
Client is (check one)	Owner X		Agent for Owner		Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address	See Attached			
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name	See Attached			
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Recreational Trails and Greenways grant
San Dieguito River Valley Conservancy

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Scope of Work:

Task 1 – Project Management

Kimley-Horn will perform the following project management tasks:

- Provide monthly progress reports which will indicate the work accomplished during the last period, anticipated work to be completed during the next period, list of issues that require resolution, milestones achieved, meetings held, problems encountered and actions taken, potential extra work items, approval actions required, coordination issues and schedule impacts.
- Attend project meetings. Meetings are anticipated to include monthly consultant team meetings and/or City of San Diego project meetings.

It is assumed that a project manager will attend one, 2-hour meeting per month for a period of 12 months. This includes time spent preparing for the meeting, preparing discussion drawings or exhibits as necessary for the above-mentioned quantity of meetings.

Task 2 – Survey and Mapping

Obtain current aerial photogrammetry for the project area. Elevation accuracy will be at a mapping scale of 1"=40' and a Contour Interval of 1'. Kimley-Horn will set pre-marks for the flight and select an aerial photogrammetrist for the mapping (see attached Aerial Survey Scope).

It is assumed that the base mapping obtained from aerial topographic survey will provide adequate information for designing the trail alignments. No additional mapping is assumed. However, additional field survey may be required around the detail areas of the abutment construction if warranted by the bridge engineer. This mapping is excluded from this scope but may be added as an additional service.

Kimley-Horn has looked at the available record maps and there are no easements in the project area as of 1982. There is an Olivenhain Municipal Water District easement approximately 1000' south along the river. A current title report provided by the Client can confirm the absence or existence of easements and be used to plot any existing easements that cross the project area. During the filed survey, we will also note if there appear to be any utilities. The City of San Diego Right-of-Way will be plotted from record information and geographically located in relation to the project for the work within the public Right-of-Way.

Task 3 – Hydrology and Hydraulics Study

A Hydrology and Hydraulics analysis will be performed with the understanding that the proposed trail bridge will be designed to pass a 10-year storm event while overtopping larger events. A HEC-RAS model will be developed to study the proposed crossing and will include the nearby Morgan Run golf cart bridge. The model limits will extend up to 1,000 feet in either direction of the proposed trail bridge crossing. A Hydrology and Hydraulics Report will be provided to support the determination of the bridge elevation and provide documentation needed for City review and CEQA. The proposed trail bridge is not anticipated to modify the existing base flood elevation, therefore a Conditional Letter of Map Revision is not included as part of this work.

It is assumed that there will be one (1) round of Client reviews with consolidated comments and a total of two (2) submittals to the Client; one (1) Draft and one (1) Final Hydrology and Hydraulics Report.

Task 4 – Storm Water Quality Management Plan

A Storm Water Quality Management Plan (SWQMP) will be developed for the proposed improvements in accordance with compliance with, and meets the requirements set forth by the San Diego Regional Water Quality Control Board. The SWQMP will incorporate Low Impact Development (LID) Best Management Practices (BMP) to the maximum extent practicable.

It is assumed that there will be one (1) round of Client reviews with consolidated comments and a total of two (2) submittals to the Client; one (1) Draft and one (1) Final SWQMP.

Task 5 - Civil Preliminary Design

Preliminary Civil Design will be performed for the development of the civil Site Development Permit Drawings. Civil Drawings will include Typical Sections and Plans for the trail alignment. The Plans shall indicate permanent project footprint and construction footprints for the trail, including temporary construction easements, construction staging areas, construction access and grading quantities.

It is assumed that there will be one (1) round of Client reviews with consolidated comments and a total of two (2) submittals to the Client; one (1) Draft and one (1) Final set of the civil Site Development Permit Drawings.

Task 6 – Structural Preliminary Design

Consultant to coordinate with the Client to refine bridge support locations and determine the aesthetic features for bridge and supports. Up to four (4) exhibits depicting potential aesthetic features/architectural treatment of bridge and supports will be provided for Client review and approval.

Preliminary Structural Design will be performed for the development of the structural Site Development Permit Drawings. Structural Drawings will include a Bridge General Plan and a Foundation Plan. The design criteria for the bridge will be the AASHTO LRFD Bridge Design Specifications, Sixth Edition with Caltrans amendments. Bridge is assumed to be a single span across San Dieguito River with supports expect to be two abutments founded on Cast-in-drilled hole (CIDH) pile foundations. The bridge superstructure is assumed to be a prefabricated steel truss, designed and furnished by a prefabricated steel bridge manufacturer. Consultant to coordinate with prefabricated steel bridge manufacturers to obtain parameters needed for design of bridge abutments.

It is assumed that there will be one (1) round of Client reviews with consolidated comments and a total of two (2) submittals to the Client; one (1) Draft and one (1) Final set of the structural Site Development Permit Drawings.

Task 7 – Preliminary Foundation Report

A Geotechnical Study shall be done in order to provide recommendations for bridge abutments and other design features. The study will assess the on-site conditions, which consist of alluvial deposits and shallow groundwater that may be susceptible to liquefaction and/or lateral spreading under seismic events. The study will also provide geotechnical recommendations for design and construction of the bridge abutments and footings. A Preliminary Foundation Report will be developed for City review and CEQA.

Task 8: Biological Resources Technical Report

Dudek will provide project management coordination and will attend meetings with the Client and the San Dieguito Joint Powers Authority (JPA) addressing biological resources within the project area. Dudek will also review existing project area documents and will conduct a biological resources records search. These previously conducted biological studies include the Osuna Bridge Feasibility Study, the City of San Diego El Camino Real Bridge Final EIR as well as the supporting technical studies, and the Olivenhain Municipal Water District pipeline test well studies and MND. The information in these studies will also be supplemented by recent work conducted by Dudek for the Surf Cup, and Bay Club projects as well as the Olivenhain project that is currently being implemented and monitored by Dudek. Dudek will prepare a biological resources technical report, per the current San Diego Municipal Code, Land Development Code—Biology Guidelines (Biology Guidelines 2018) and for CEQA-level environmental documentation.

Dudek will conduct field investigations and vegetation mapping if needed to update previously collected biological resources information that was included in the studies identified above. The biological evaluation will cover a 100-foot wide study area, over the entire 4,800-foot long trail and bridge alignment. The analysis will focus on existing site conditions, including habitats, plant communities, plant and wildlife species presence, as well as the potential for sensitive and endangered species to occur in the area. As adopted in the Biology Guidelines, the vegetation community and land cover mapping will follow the Preliminary Descriptions of the Terrestrial Natural Communities of California (Holland 1986) as modified by the County and noted in Draft Vegetation Communities of San Diego County (Oberbauer et al. 2008). The analysis will address all biological issues that are necessary to consider for a CEQA-level evaluation. These findings will be included in the biological resources report.

Dudek will include previous information we have collected and that is available regarding the occurrence of the Light-Footed Ridgeway's Rail within the study area. Dudek will also utilize biological resources information that we have available from our work on the Fairbanks Ranch wetland mitigation project, the Surf Cup trail extension and restoration project and the OMWD Recycled Water Pipeline Extension monitoring project. Dudek will also utilize existing aerial photograph reference information that was collected for exotics removals within the San Dieguito River, completed for the Fairbanks Ranch project. This information will be helpful for the biological resources assessments and mapping of areas directly within the river channel and the upland transitional areas and provides a valuable supplement to the studies identified above. Dudek will utilize existing mapping of the exotic/invasive species within the river area, which was generated from the aerial survey mapping, which will also be helpful for the biological resources documentation and impacts assessments.

No focused species surveys will be conducted as part of this work. Existing available information from the Feasibility Study and the other studies cited above will be utilized to document existing conditions. A wetlands delineation is also not included in this scope, as the existing wetlands delineation conducted for the Feasibility Study will be utilized as the basis for the wetlands impacts assessment included in this biological resources report.

Dudek will evaluate the temporary and permanent impacts to biological resources from the project, including the trail and bridge crossing, and will address the consistency of the project with the Multiple Species Conservation Program (MSCP) City of San Diego Subarea Plan as well as the County of San Diego Subarea

Agenda Item 1

March 19, 2021

Plan. Included in the analysis is the evaluation of adjacency per the Land Use Adjacency Guidelines. Because the study area is not located within the Multi-Habitat Planning Area (MHPA), a Boundary Adjustment/Functional Equivalency is not required. Based on the analysis of direct and indirect, temporary and permanent impacts, Dudek will provide mitigation measures and recommendations. Mitigation would focus on onsite mitigation and restoration of disturbed areas, coupled with exotic species removals and enhancement of existing resources to the greatest degree possible. Should offsite mitigation be necessary, Dudek will assist the JPA with identifying a location where this additional mitigation work could occur. The intent of the mitigation program would be to demonstrate that the identified impacts will be mitigated to below a level of significance, appropriate for CEQA review.

Dudek will prepare a biological resources report in accordance with the Biology Guidelines for the project that summarizes the existing biological resources and that provides analysis of the impacts resulting from the project. The report will include a discussion of the methods according to the appropriate protocol. Vegetation communities and special-status botanical and wildlife resources will be described in terms of their regional significance and potential presence on site, including an estimate of observed special-status species' population size and condition. A description of each vegetation community mapped within the project site will include information found in a literature review (Holland 1986, Oberbauer et al. 2008, etc.) as well as project-specific data, such as general species composition, a brief description of location, and any notes pertaining to habitat quality or level of disturbance.

All botanical and wildlife resources observed or with potential to occur on site will be addressed. Additionally, species with any reasonable potential to constrain the project will also be addressed. A table summarizing the special-status plant and wildlife species that occur in the project vicinity, but which have no reasonable potential to occur or otherwise constrain the project, will be included but not discussed further. Graphics will be included that show the extent of each vegetation community mapped within the project site, as well as graphics for any special-status plant or wildlife species observed.

Dudek will not be preparing a Mitigation Monitoring and Reporting Program (MMRP) document, nor a Habitat Management Plan (HMP) document, but could prepare these documents as an optional service, if so desired. Dudek also understands that permitting for wetlands resources or species is also not included. Dudek has recently worked with the wetland permitting agencies and wildlife agencies to design projects to avoid permits. The information within the biological technical report existing conditions is envisioned as a support tool for the project design and Dudek is happy to work with the design team to provide permit avoidance strategies.

It is assumed that no more than one (1) Draft and one (1) Final version of the Biological Resources Report will be required.

Task 9: Cultural Resources Technical Report

Dudek will conduct a Phase I archaeological inventory that will include a records search, pedestrian survey of the project site, and preparation of a report commensurate with CEQA and all applicable local municipal guidelines and regulations. Dudek will conduct a records search of the South Coastal Information Center (SCIC) records for the project site and a one-mile radius. The records search will identify previously recorded archaeological sites, isolates, and built environment resources. The search will also review historical maps of the project area, ethnographies, the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Historic Property Data File, and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility.

Dudek will request a search of the Sacred Lands File (SLF) at the Native American Heritage Commission (NAHC). The NAHC will identify a list of Native American individuals and tribes to contact for additional information. Dudek will send outreach letters to these contacts to elicit further information, although this effort does not constitute consultation under Assembly Bill (AB) 52. JPA staff will be responsible for conducting formal consultation with Native American tribes. Any information or concerns regarding the project raised by the Tribal contacts through Dudek's outreach and the JPA's consultation will be included in the cultural resource report.

Following background research and outreach, Dudek will conduct a pedestrian survey of the project area for cultural resources (including prehistoric and historic archaeological resources). Survey transects will be spaced no more than 15 meters apart. Identified resources will be plotted using aerial and topographic maps, and a hand-held global positioning system (GPS) receiver. Dudek will subcontract with Red Tail Environmental to provide a Native American monitor to participate in the pedestrian survey.

Upon completion of the survey, an archaeological survey report will be prepared, commensurate with CEQA requirements. The report will discuss the proposed project description, regulatory framework, all sources consulted, field methodology, and findings. Dudek assumes no archaeological sites will be identified in the project area and that a letter report will be sufficient to document the study. The records search results, tribal outreach efforts, and other relevant material will be included in appropriate appendices. Should resources be identified, we will work with you to augment this scope and cost as appropriate.

It is assumed that no more than one (1) Draft and one (1) Final version of the Cultural Resources Report will be required.

Task 10: CEQA Support Services

Dudek understands that the JPA intends to tier-off of the Concept Plan Final EIR (1984/2002) for the preparation of a focused MND for the project by JPA staff. Dudek technical specialists (Cultural Resources/Biological Resources/Habitat Restoration) will support staff to provide analysis to be described in the MND. Further, Dudek CEQA staff, Carey Fernandes, Project Director and Alex Martini, Environmental Analyst, can be available to support the project initiation and kickoff, CEQA strategy and any other supplemental analysis that might be helpful to the JPA.

A maximum of four (4) hours of Project Director time and 20 hours of Environmental Analyst V time would be provided under this scope.

Task 11: Develop Site Development Permit Drawings

Draft Site Development Permit Drawings for submittal to the City of San Diego will be developed based on the preliminary civil and structural designs as described under Tasks 5 and 6. An Opinion of Probable Construction Cost (OPCC) and quantities for the purpose of budgeting will be prepared. The OPCC will be limited to those areas to be constructed by a private contractor and not the JPA.

Task 12: Permit Processing, Reviews, Comments

Final Site Development Permit Drawings for submittal to the City of San Diego will incorporate City comments resulting from the City review of the Draft Site Development Permit Drawing Submittal. The JPA will do all coordination with the City. A comment resolution meeting will be scheduled if necessary, to coordinate and resolve any City comments or questions. The OPCC and quantities will be updated as necessary.

It is assumed that there will be one (1) round of City reviews with consolidated comments for a total of (2) submittals to the City; one (1) Draft and one (1) Final set of Site Development Permit Drawings and OPCC.

Assumptions

The following assumptions are incorporated into this scope of work:

- It is assumed that the JPA and/or their designated representative will coordinate all access rights with the City of San Diego, all adjacent landowners, and the resource agencies if necessary, and will submit all required documents to those entities.
- It is assumed that the JPA will handle any resource agency coordination, report submittals and processing permitting and associated permit fees.
- It is assumed that the JPA will handle any City of San Diego coordination, report submittals and processing, permitting and associated permit fees.
- Any mitigation/revegetation design work, preparation of revegetation construction documents, construction compliance monitoring, resource agency permitting, and/or additional biological resources or cultural resources monitoring, would be considered additional services to be handled through a contract amendment.
- Conducting a wetland delineation, preparing mitigation planning documents MMRP and HMP, or permitting services for wetlands resources or species would be considered additional services to be handled through a contract amendment.
- Consultant will bill for direct/reimbursable charges including, mileage, reprographics and delivery charges associated with our services.

Fee Proposal

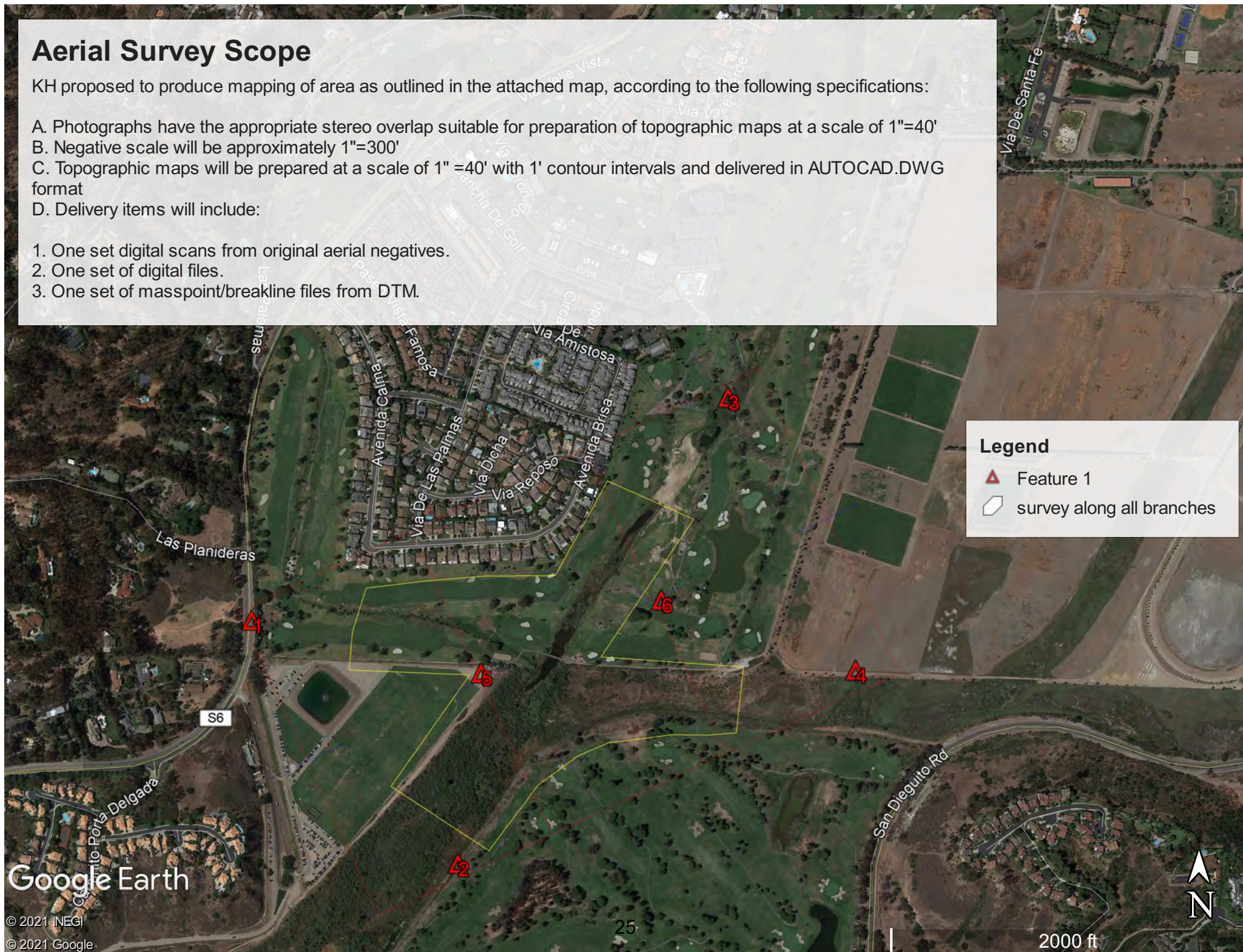
Task 1	Project Management	\$4,000
Task 2	Survey and Mapping	\$6,000
Task 3	Hydrology and Hydraulics Study	\$17,000
Task 4	Storm Water Quality Management Plan	\$13,000
Task 5	Civil Preliminary Design	\$5,000
Task 6	Structural Preliminary Design	\$25,000
Task 7	Preliminary Foundation Report	\$4,000
Task 8	Biological Resources Technical Report	\$16,300
Task 9	Cultural Resources Technical Report	\$4,400
Task 10	CEQA Support Services	\$3,400
Task 11	Develop Site Development Permit Drawings	\$8,000
Task 12	Permit Processing, Reviews, Comments	\$8,000
		\$114,100

All services billed on a Time and Materials, Not to Exceed basis, per our standard rate schedule in effect at the time the services are provided.

Aerial Survey Scope

KH proposed to produce mapping of area as outlined in the attached map, according to the following specifications:

- A. Photographs have the appropriate stereo overlap suitable for preparation of topographic maps at a scale of 1"=40'
- B. Negative scale will be approximately 1"=300'
- C. Topographic maps will be prepared at a scale of 1"=40' with 1' contour intervals and delivered in AUTOCAD.DWG format
- D. Delivery items will include:
 - 1. One set digital scans from original aerial negatives.
 - 2. One set of digital files.
 - 3. One set of masspoint/breakline files from DTM.





Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$110 - \$145
Professional	\$145 - \$185
Senior Professional I	\$190 - \$245
Senior Professional II	\$240 - \$270
Senior Technical Support	\$115 - \$190
Support Staff	\$85 - \$105
Technical Support	\$100 - \$135

Effective through June 30, 2021

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Agenda Item 2

March 19, 2021

DATE: March 19, 2021

TO: JPA Board of Directors

FROM: Staff

SUBJECT: JPA Board Ad Hoc Committee for issues concerning Coast to Crest Trail at Polo Fields (aka Surf Cup Sports)

BACKGROUND:

At the December 2019 JPA Board meeting, an ad-hoc committee of the Board was appointed and chaired by then-JPA board member representative from City of San Diego District 1 to try and resolve an ongoing issue regarding the Coast to Crest Trail segment on the former Polo Fields lease property. The property is owned by the City of San Diego and now leased to Surf Cup Sports for youth soccer practices and events. This segment of trail has been the subject of several years of delays regarding the lack of progress made to restore the CTC Trail and adjacent habitat along the leased property after it was severely damaged by the previous lessee (see background information in Attachments 1 and 2). The JPA subcommittee was to advise the Board on a course of action to compel Surf Cup Sports to restore the trail as required by their City lease.

In 2020, JPA general counsel Wayne Brechtel provided a legal opinion that Surf Cup Sports is legally obligated by their City lease to restore the trail (Attachment 3). In a separate matter, litigation (unrelated to the trail) between the Friends of the San Dieguito River Valley and Surf Cup Sports that has since concluded, delayed progress because Surf Cup refused to proceed with the trail work until the lawsuit was resolved. The Friends urged the JPA Board in October 2020 to resurrect the ad-hoc committee. The Board determined at its November 2020 meeting that the subcommittee should be re-established after the new JPA board convenes in 2021.

RECOMMENDATION:

This information is provided for further Board discussion, potential action and/or further direction to the staff.

Respectfully submitted,
Shawna Anderson
Executive Director

Attachment 1: JPA Staff Report re Status of Surf Cup Trail, December 2019

Attachment 2: Project Area Map

Attachment 3: Memorandum from D. Wayne Brechtel, General Counsel, February 2020

Agenda Item 3 December 13, 2019

TO: JPA Board

FROM: Staff

SUBJECT: Surf Cup Segment of the Coast to Crest Trail

The segment of Coast to Crest Trail along the property formerly known as Polo Fields and now leased to Surf Cup Sports has been the subject of several years of delay regarding the trail's status and condition. The property, owned by the City of San Diego, was leased to San Diego Polo Club for close to 30 years and included a clause that the existing public trail would remain open to the public and would not be impacted by polo operations. When the Polo Club lease terminated a new lease was approved in 2016 to Surf Cup Sports. Surf Cup has been operating and holding soccer events at the site and made several "improvements" to the property particularly circulation and parking changes and new soccer fields.

The general timeline regarding the status of the public trail along the south side of the property (north side of San Dieguito River) is:

June 2005: Civil Penalty Notice and Order served on Polo Club by San Diego Neighborhood Code Compliance for "illegally grading a horse exercise trail area adjacent to protected wetlands and outside of the leasehold property line for the Polo Fields". Subsequent hearing ruled that Polo Club cease grubbing and grading of the property and submit a permit application for restoring the public trail and damaged wetlands.

June 2011: Polo Club received site development permit (SDP) from City to restore trail and wetlands (work covered under a CEQA Mitigated Negative Declaration approved by City in April 2011).

March 2012: Polo Club lease expired and continued on a monthly lease basis.

July 2015: City issued RFP for a new lease of property. RFP stated that new lessee would be responsible for restoring public trail and wetlands per the approved SDP.

July 2016: Lease to Surf Cup Sports approved by City. Lease mentions the public trail in several places and requires trail be open to public. Also recognizes recorded SDP for trail and wetland restoration as "covenant running with the premises".

January 2019: Grading permit issued to Surf Cup Sports for restoring trail and wetlands.

During the past 19 years the trail has been in various stages of accessibility. During the Polo Club's tenure the trail was unusable and not available to the public (public often asked to leave the premises). Currently, portions of the trail are overgrown with weeds,

Agenda Item 3

December 13, 2019

sandy in spots, and not clearly delineated. The approved grading plans call for restoring wetland habitat along the edge of the river bank, delineating the trail, surfacing some sandy areas with decomposed granite, and adding trail fencing and signage. Because the permit conditions restrict construction and restoration activities to outside the bird nesting season the window of opportunity to accomplish the work is limited and urgent (mid-September to February).

Respectfully submitted,

Shawna Anderson
Principal Planner



Memorandum

To: Board of Directors Sub Committee re Surf Cup
From: D. Wayne Brechtel, General Counsel
Date: February 9, 2020
Re: Obligation to Restore Public Trail

Overview

I was asked to address the question of whether Surf Cup is obligated by its Ground Lease to complete restoration of the Public Trail along the San Dieguito River. In my opinion, Surf Cup is obligated to complete the public trail because it is a contractual condition of its Ground Lease and a requirement of a site development permit that runs with the land covered by the Ground Lease.

A. The Ground Lease Requires Restoration of the Public Trail.

Section 1.5 of the Ground Lease, approved in August 2016 (“Lease”), provides that the “Lease is subject to all liens, encumbrances, **covenants**, conditions, restrictions, reservations, contracts, permits and licenses, easements and rights-of-way pertaining to the Premises . . .” (Ground Lease, Section 1.5, page 4; emphasis added.)

Section 9.1 of the Lease identifies Site Development Permit No. 618626 (“SDP”) as “a **covenant running with the Premises.**” (Lease, Section 9.5, page 27; emphasis added.) The SDP was recorded in the San Diego County Recorder’s Office as Document No. 2011-0473204 and copy is attached to the Lease as Exhibit C. The SDP provides for several things, including a new equestrian track and restoration of the Public Trail. Section 9.1 confirms the need to complete the Public Trail:

The private exercise track for equestrians [] has been completed. **The restoration of the Public Trail remains to be completed in conformance with the SDP.**”

Areas Of Practice

Real Estate
Estate Planning &
Administration
Business
Land Use &
Environmental
Litigation
Public Agency

Attorneys

D. Wayne Brechtel
Kristen McBride
Jason R. Schingler
Tomer T. Gutman
Gregory L. Murrell
Of Counsel
D. Dwight Worden
Retired
W. Scott Williams
Retired

Office

462 Stevens Avenue
Suite 100
Solana Beach
California 92075
(858) 755-6604
wordenwilliams.com



(Lease, Section 9.5, page 27; emphasis added.) These provisions make clear that completion of the Public Trail in conformance with SDP 618626 is a contractual obligation of the Lease. The Lease is subject to all “covenants pertaining to the Premises, and the SDP requiring restoration of the Public Trail is a covenant that runs with the property covered by the Lease.

There may be some confusion regarding this issue because in some instances, the City refers to restoration of the Public Trail as an obligation that is not part of the Lease. For example, the Council resolution approving the Lease states that “Independent of the proposed Lease, Surf Cup will . . . restore the Coast to Crest Trail . . .” (Resolution No. 310619, page 2.). This is a bit of form over substance. Restoration of the Public Trail is technically a requirement that is independent of the Lease. Restoration is required to resolve outstanding code enforcement actions and is a requirement of the SDP, both of which are obligations that run with the land and would require restoration of the Public Trail even if there was no Surf Cup Lease. However, the Lease makes Surf Cup responsible for the SDP that requires restoration of the Public Trail. Thus, regardless of how the Public Trail restoration obligation is characterized, it is an obligation that has been assumed by Surf Cup as part of its Lease.

B. The SDP Requires Restoration of the Public Trail

SDP 618626 has three general components: 1) restoration of the Public Trail, 2) restoration of wetland habitat impacted by unauthorized grading activity, and 3) creation of a new equestrian track. (SDP 618626, page 1.) The equestrian track authorized by SDP 618626 has been completed and is being used and enjoyed by Surf Cup. This partial completion of work authorized by SDP 618626 vested the permit and triggered a requirement that all of its conditions be completed. This was confirmed in a Planning Department memorandum prepared for the Mayor and City Council in anticipation of the Surf Cup Lease. “[W]ork authorized under SDP No. 618626 has begun since the private exercise track for equestrians has been completed and therefore, since the permit has been utilized, the remaining portion of the work must be completed . . .” (City Memorandum dated June 20, 2016 prepared by Myra Herrmann, Senior Planner, Planning Department – Supporting Information for a Proposed Lease Agreement between Surf Cup Sports, LLC (Proposed Lease) and the City of San Diego . . ., page 4; emphasis added.)



C. To the Extent There is Any Question or Ambiguity With Regard to the Public Trail Obligation, Extrinsic Evidence Makes Clear That All Parties Understood and Intended that Surf Cup Would Assume Responsibility for Restoration of the Public Trail.

The general rule of contract interpretation is that when the written provisions are clear, they govern and evidence of statements and agreements outside of the contract are not considered. However, when the language of a contract is found to be ambiguous, extrinsic evidence may be considered to ascertain the intent of the parties. (See e.g. ASP Properties Group, L.P. v. Fard, Inc. (2005) 133 Cal.App.4th 1257, 1266.) In this instance, I do not believe the Lease is ambiguous with regard to restoration of the Public Trail. However, to the extent there is any ambiguity regarding the issue, there is abundant extrinsic evidence that makes clear the parties to the Lease intended Surf Cup to be responsible for restoration of the Public Trail. A few examples are set forth below.

Request for Lease Proposals

“The SDP is a covenant running with the Property and all its requirements and conditions will be binding upon the successful Proposer who is awarded the Lease”. (RFP dated July 15, 2015, page 3.)

Addendum B to Request for Proposals

“The SDP runs with the land and the successful proposer will be responsible for the trail restoration and other SDP requirements.” (Addendum B dated August 24, 2015.)

Resolution Approving Lease

“Surf Cup will resolve the outstanding work pursuant to the SDP, which is to restore the Coast to Crest Trail portion of the Polo Fields, with an estimated cost of \$1,000,000.” (Resolution No. 310619, page 2.).

Surf Cup Representations

“As we have stated many times, Surf Cup Sports fully intends to build the Coast to Crest trail bordering the property as promised.” (Surf Cup Letter dated January 21, 2012). There are numerous other letters and representations by Surf Cup that confirm its promise to restore the Public Trail.



The written expressions set forth above, along with numerous other representations that have been made by the parties over the years leave no doubt of their intent with regard to restoration of the Public Trail. It is an obligation that was assumed by Surf Cup as a condition of its Lease.

Respectfully Submitted,

WORDEN WILLIAMS LLP

By: D. Wayne Brechtel, General Counsel
dwb@wordenwilliams.com

Agenda Item 3
March 19, 2021

TO: JPA Board
FROM: Staff
SUBJECT: Report on Proposed FY21/22 Budget

Summary

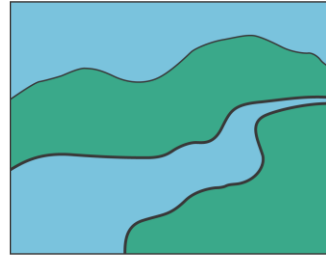
The JPA Board's Budget Subcommittee met with the JPA's Executive Director and Office Manager on March 11, 2021 to review and discuss the Executive Director's proposed FY21/22 Budget (Attachment 1). The subcommittee voted unanimously to recommend that the JPA Board approve and adopt the proposed budget as presented. A report of the proposed FY21/22 budget will be presented at your meeting.

Respectfully submitted,

Shawna Anderson
Executive Director

Attachment 1: Fiscal Year 2021-22 Proposed Budget
Attachment 2: Leveraged Resources for Member Agencies paper, May 2020
Attachment 3: JPA Essential Staff Status
Attachment 4: Approved CY2021 Lagoon Trails Agreement Budget (SCE Coast Budget)

San Dieguito River Park



FISCAL YEAR 2021-22 BUDGET *PROPOSED*

SDRP MISSION

To preserve and restore land within the Focused Planning Area of the San Dieguito River Park as a regional open space greenway and park system that protects the natural waterways, natural and cultural resources and sensitive lands and provides compatible recreational opportunities, including water related uses, that do not damage sensitive lands;

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

PRESENTED TO THE BOARD OF DIRECTORS: March 19, 2021

EXECUTIVE SUMMARY

The proposed Fiscal Year 21/22 general operating budget represents the main component of the SDRP's overall fiscal profile and is essential to accomplishing and sustaining the mission and objectives of the San Dieguito River Park per the adopted Concept Plan.

SDRP Budget Overview

The JPA's overall budget consists of the following components: the general operating budget, coast Southern California Edison (SCE) budget, endowments (supports habitat management areas), and operating and capital reserves. The Capital Projects budget is funded by grants and private donations separate from the general operating budget. This proposed budget focuses on the general operating budget revenues and expenditures.

The SDRP general operating budget follows a fiscal year from July 1 through June 30 each year. This cycle is consistent with all other member agencies of the JPA. The Operating Budget funds staff costs and recurring expenses associated with operating and maintaining park facilities and programs. Capital projects are largely managed separately from the Operating Budget, with dedicated and distinct funding sources approved by the Board in separate actions throughout the year. Some capital projects are multi-year in scope and therefore span multiple fiscal years.

The main revenue sources of the Operating Budget are member agency contributions, income from SCE that funds expenditures associated with the coastal area Trails Management Agreement, endowments that fund JPA obligations associated with habitat management area plans throughout the SDRP, the SD Foundation endowment, fee-for-service contracts (e.g., W-19 project), and small private donations. Non member agency income, projected to increase by 3.7 percent in FY21/22, helps offset member agency contributions.

FY 21/22 Operating Budget Highlights

The proposed FY21/22 budget reflects the needs of an efficient and high-performing organization to manage the daily operations of the SDRP and maintain a quality Regional Park experience expected by residents and visitors to the region.

2020 Pandemic

The 2020 coronavirus pandemic underscored the demand for and popularity of outdoor recreation as one of the few safe activities allowed during stay-at-home restrictions and a much-needed outlet for San Diego county residents. Usage of SDRP trails and staging areas increased dramatically from previous years and introduced new users to the SDRP. Our ranger staff were essential to ensuring SDRP assets were secured and protected during periodic trail closures early in the pandemic when trails

SAN DIEGUITO RIVER PARK
FISCAL YEAR 2021 - 2022 BUDGET PROPOSED

throughout the County were shut down and all SDRP events were cancelled.

Once trails reopened to the public, trail usage increased significantly – a trend that is expected to continue throughout 2021. JPA staff continue to focus on enhancing the park user experience and safely engaging with the public to provide the quality park experience that San Diego residents and visitors expect. In addition, targeted outreach to underserved youth and populations is a focus that will continue with programs like the Watershed Explorers Program and Live Well San Diego.

JPA Employee Salaries

To maintain JPA employee salaries consistent with our member agencies and compensate staff expertise needed to support ongoing and planned JPA projects and programs, the proposed FY21/22 budget includes a cost-of-living increase of 1.6% for all employees (except Executive Director) and merit raises ranging from one to five percent. Two employees were awarded merit raises in September 2020 (current fiscal year) by the previous ED that are reflected in the proposed FY21/22 budget. Staffing adjustments described in the Proposed Operating Budget Memo allowed greater flexibility to increase individual salaries while holding the overall increase in salary expenditures to one percent.

Offsetting Member Agency Contributions/Assessments

Estimated non-member agency income is projected to increase 3.7percent in FY21/22 compared to the previous fiscal year. Non-member agency income represents approximately 24 percent of the JPA's total operating revenue, which helps offset member agency costs. However, to support projected JPA needs the proposed FY21/22 budget includes a proposed 3.86 percent increase in JPA member agency assessments.

It is recognized that the 2020 pandemic resulted in substantial revenue shortfalls for many public agencies including JPA member agencies. JPA member agency assessments continue to be well-leveraged with other revenues as described and with public grants that pay for new trails and other park assets. This practice continued into 2021 with the recent award of a \$1.4 million grant from the CA Natural Resources Agency for the Coast to Crest Trail. JPA staff provides critical in-kind labor matches for grant applications and it is thus important to maintain a high level of expertise on the JPA staff to remain qualified and competitive for grant funding. The JPA anticipates applying for additional grants in 2021. The JPA is a respected organization with a credible long-term track record of success maintaining and operating SDRP trails and assets, an essential component of accomplishing our mission.

**SAN DIEGUITO RIVER PARK
FISCAL YEAR 2021 - 2022 BUDGET *PROPOSED***

**Agenda Item 3
March 19, 2021**

BUDGET SUMMARY ALL FUNDS

Operating Budget

<u>Revenues</u>	Approved FY19/20	Approved FY20/21	Proposed FY21/22
Coast-SCE Income (CY2021)	\$ 289,643	\$ 295,482	\$ 306,414*
General Operating Income (Proposed)	\$ 1,242,841	\$ 1,236,253	\$ 1,282,504
Total	\$ 1,532,484	\$ 1,531,735	\$ 1,588,918
<u>Expenditures</u>			
Coast-SCE Fund (CY2021)	\$ 289,643	\$ 295,482	\$ 306,414*
General Operating Fund (Proposed)	\$ 1,242,841	\$ 1,236,253	\$ 1,282,504
Total	\$ 1,532,484	\$ 1,531,735	\$ 1,588,918
Revenues/Expenditures	\$ -	\$ -	\$ -

*Equals total coast budget, a portion of which funds 2.5 rangers and admin costs, page 4 of GO budget.

Capital Projects

Project	Est Revenue (FY21/22)	Est Expenditures (FY21/22)	Pending Funding	Notes
Osuna segment of CTC Trail	\$268,600	\$268,600 (Reimbursable)	\$1.1M over FY22/23 and 23/24	State Grant 2021-2023
Doe Foundation grant for watershed model and education	\$5,000	\$5,000	None	Funds awarded in 2020; Assumes ¼ of project left to complete in FY21/22.

Operating and Capital Reserves

Fund	Amount	Source	Anticipated Needs	Notes
Operating Reserve	\$317,584	RSF Foundation Non-Endowment Fund	None anticipated	Under 33% target per JPA Policy
Capital/Equipment Reserve	\$23,656	SDRP Capital Reserve Account Vehicles/Equipment/Fac.	Ranger truck, heavy equipment replacement, Office water tank	Funds sufficient for truck or tractor or as match

SAN DIEGUITO RIVER PARK
FISCAL YEAR 2021 - 2022 BUDGET PROPOSED

Agenda Item 3
March 19, 2021

GENERAL OPERATING BUDGET

	Approved FY 18/19	Approved FY 19/20	Approved FY20/21	Proposed FY21/22	Difference
<u>REVENUES</u>					
Habitat Management Plan Income (all at RSFF)					
CalTrans Bernardo Mountain Endowment	10500	10000	10131	10592	461
HOA Fees- Golem Property (East Gorge HMP)	26000	26000	26000	26000	-
General Habitat Mgt. Fund Endowment	35000	34000	33512	34795	1,283
Sycamore Preserve ("Blum") Endowment				4500	4,500
SDRVC Bernardo Mtn Endowment	19000	18000	17011	17845	834
Subtotal HMP Income	90,500	88,000	86,654	93,732	7,078
Other Income					-
Sandag W19 Reimbursement	25000	25000	30000	30000	-
Sikes Adobe Historic Farmhouse Events	5000	3000	1000	1000	-
22nd Ag. Offtrack Betting Revenue	10000	10000	6000	0	(6,000)
SCE Coast income (2.5 rangers and admin)*		185851	193372	199714	6,342
Donations Transferred from SDRVC	3000	1500	1600	1800	200
SDRP San Diego Foundation Endowment	25000	25000	22000	27000	5,000
Trail Events	6000	6000	2000	2000	-
Donations	5000	5000	5000	5000	-
Julian Property rental income		1920	1920	2361	441
Subtotal- Non Member Agency Contribution Revenues	169,500	351,271	349,546	362,607	13,061
					-
Member Agency Contributions	1,028,167	1,077,216	1,078,037	1,119,611	41,574

**SAN DIEGUITO RIVER PARK
FISCAL YEAR 2021 - 2022 BUDGET *PROPOSED***

**Agenda Item 3
March 19, 2021**

Total General Operating Fund Revenues	1,197,667	1,428,487	1,427,583	1,482,218	54,635
					-
<u>EXPENDITURES</u>					-
Salaries and Benefits					-
Permanent Wages	642442	654512	675272	684740	9,468
Combined - CERS Tiers (21/22 rates)	257456	262273	280825	276320	(4,505)
Other Post Retirement Benefits (OPEB 1.78%)			9454	9586	133
Pension Obligation Bond Repayment (5.464%)	38168	37438	36897	37414	517
OASDI and Medicare (6.2+1.45%= 7.65%)	45000	50070	51658	52383	724
Employee Group Life Ins., Disab Insur.	1200	1400	1400	1400	-
Worker's Compensation Insurance	23500	23500	25500	27000	1,500
Flex Credit (Café Health Plan)	104000	116226	126970	128025	1,055
Unemployment Insurance	250	250	250	250	-
Benefit sub-total	469,574	491,157	532,954	532,378	(576)
Coast Budget Offset*(now revenue)	(177,460)				-
<u>Wages and Benefits Sub-Total</u>	934556	1145669	1208226	1217118	8,892
					-
Habitat Management Plan Services, Supplies and Materials					-
Materials	6500	6500	2900	2000	(900)
Consultants	9250	9250	4500	8000	3,500
Lagoon Mitigation Sites- planting, watering, monitoring	5000	1686	0	500	500
Subtotal- Habitat Land Management	20,750	17,436	7,400	10,500	3,100
					-

SAN DIEGUITO RIVER PARK
FISCAL YEAR 2021 - 2022 BUDGET PROPOSED

Agenda Item 3
March 19, 2021

Open Space/Trails Mgt	20475	22000	19000	19000	-
Fire Breaks	5200	6000	5000	5000	-
Property Acquisition Payment	16101	21102	0	0	-
Tractor/Trailer Repair and Maintenance	4000	4000	4000	5000	1,000
Solar Automatic Gates Repair	4000	5500	4000	6000	2,000
Trailhead Portapotties (add #)	14800	18500	13988	13988	-
Subtotal- TLM	64,576	77,102	45,988	48,988	3,000
					-
Small Projects					-
Office Water Tank				8500	8,500
Hodges Bridge Eng Inspection				6000	6,000
Subtotal- Small Projects				14,500	14,500
					-
Office and Administration Services, Supplies, and Materials					-
Telephone/Cell/Fax/Satellite Service	10200	10200	12000	12000	-
Insurance- General and Property Liability, Auto	25000	26000	26909	40000	13,091
Insurance- Medical/Liability for Volunteers	500	500	500	500	-
Vehicles- Fuel	11500	12000	12000	12000	-
Vehicles- Maintenance, Tires, Repair	10000	10000	10000	10000	-
Office Operation and Maintenance	9000	9000	9000	10000	1,000
Julian property maintenance		1920	0	2300	2,300
Interpretive Panel Replacement		3000	0	5000	5,000
Coast water quality treatment pond maintenance					-

**SAN DIEGUITO RIVER PARK
FISCAL YEAR 2021 - 2022 BUDGET *PROPOSED***

**Agenda Item 3
March 19, 2021**

Uniform Allowance	2000	2500	2000	2000	-
Mileage reimbursement	5000	4000	0	500	500
Lake Hodges Bridge Lease (paid to City of SD)	3500	3600	3600	3852	252
Dept of Health Permit/ Lake Hodges Bridge	535	535	535	535	-
Sikes Adobe	18000	21000	21000	21000	-
(Grounds/House Upkeep, termite					-
Operations/Utilities, Programming)					-
Memberships	700	900	900	900	-
Miscellaneous- Petty Cash Expenditures	700	700	700	700	-
Office Supplies	3900	3900	3900	3900	-
Postage	900	900	900	900	-
Printing- Stationary/Maps	1600	2500	2000	2000	-
Professional Services	40500	41500	41500	38000	(3,500)
Attorney- \$20,000					-
Auditor- \$11,500					-
County- Treasury Services- \$4,500					-
Computer- Website Services- \$2,000					-
CPA \$0					-
Maps, Photos	300	1000	900	900	-
Legal Notices	300	300	300	300	-
Education/Volunteer Programming	12000	12000	10000	11000	1,000
Book, Publications, Subscriptions	200	200	200	200	-
Replacement Computer Equipment	1500	1500	0	2000	2,000

SAN DIEGUITO RIVER PARK
FISCAL YEAR 2021 - 2022 BUDGET PROPOSED

Training (Seminars, Trails Conf., Herbicide App. Lic.)	4000	4000	0	2500	2,500
Utilities (at undercrossing)	100	125	125	125	-
Computer Software (Quickbooks,	1200	1500	1000	1500	500
Email Distribution Service	950	1000	1000	1000	-
Subtotal- Office Services, Supplies, and Materials	164,085	176,280	160,969	185,612	24,643
					-
Other Charges					-
Lease/purchase copier equipment	5700	4000	4000	4500	500
Amortization Reserve (for truck/equipment replacement)	8000	8000	1000	1000	-
Subtotal- Other Charges	13,700	12,000	5,000	5,500	500
Total General Operating Fund Expenditures	1,197,667	1,428,487	1,427,583	1,482,218	
Amount increase/decrease from previous year		230,819	(904)	54,635	

MEMBER AGENCY CONTRIBUTIONS

	Updated	Approved	Approved	Approved	Proposed	
	Formula	FY18/19	FY19/20	FY20/21	FY21/22	Difference
	2015 JEPA					
Total Member Contributions		\$ 1,028,527	\$ 1,077,216	\$ 1,078,037	\$ 1,119,611	
Del Mar	0.06	\$ 61,712	\$ 64,633	\$ 64,682	\$ 67,177	\$ 2,494
Solana Beach	0.07	\$ 71,997	\$ 75,405	\$ 75,463	\$ 78,373	\$ 2,910
Poway	0.10	\$ 102,853	\$ 107,722	\$ 107,804	\$ 111,961	\$ 4,157
Escondido	0.13	\$ 133,709	\$ 140,038	\$ 140,145	\$ 145,549	\$ 5,405
County of San Diego	0.32	\$ 329,129	\$ 344,709	\$ 344,972	\$ 358,276	\$ 13,304
San Diego	0.32	\$ 329,129	\$ 344,709	\$ 344,972	\$ 358,276	\$ 13,304
Total	1.00	\$ 1,028,527	\$ 1,077,216	\$ 1,078,037	\$ 1,119,611	\$ 41,574
			\$ 48,689	\$ 821	\$ 41,574	3.86%

Member Agency Contribution Formula – JEPA Exhibit D

Public Agency Contribution Formula

The FY2014-15 Public Agency Contribution Formula is based upon the following calculations, using the most recent U.S. Census data as of 2010, and current jurisdictional acreage within the JPA jurisdiction (**subject to change with 2020 census results when available**):

Public Agency	Population	Population Weighted Percentage¹	Juris-dictional Acreage	Juris-dictional Acreage Weighted Percentage²	Total (Population% + Acreage%)	Public Agency Contribution ³
Del Mar	4,660	5%	459.77	2%	7%	6%
Solana Beach	12,867	8%	0	0%	8%	7%
Poway	47,811	8%	666.33	4%	12%	10%
Escondido	147,514	11%	850.35	4%	15%	13%
Unincorporated County	503,320	32%	55,885.91	4%	36%	32%
San Diego	1,376,173	32%	16,325.93	4%	36%	32%
					114%	100%

¹Population Weighted Percentage

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

²Jurisdictional Acreage Weighted Percentage

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

³Rounded and Normalized

Except when required by the Public Agency Contribution Formula, beginning in the Fiscal Year 2017 Budget, Public Agency Contribution increases will not exceed 5% of the prior year's required contribution. This does not preclude any Public Agency from contributing funds in addition to the required contribution.

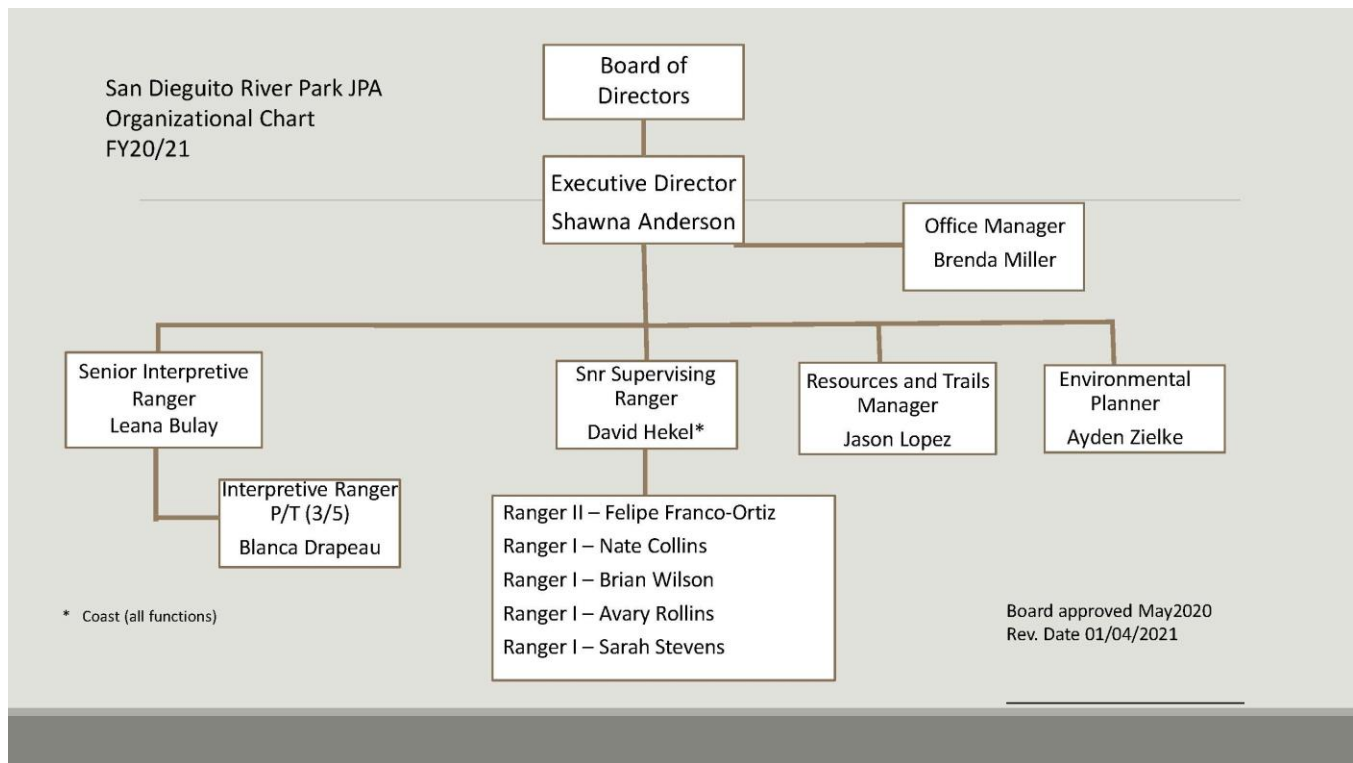
**SAN DIEGUITO RIVER PARK
FISCAL YEAR 2021 - 2022 BUDGET PROPOSED**

**Agenda Item 3
March 19, 2021**

STAFFING SCHEDULE

TITLE AND POSITIONS	<u>Approved FY 19-20</u>		<u>Approved FY 20-21</u>		<u>Proposed FY 21-22</u>	
	Positions	FTE	Positions	FTE	Positions	FTE
Executive Director	1	1	1	1	1	1
Environmental Planner	1	0.8	1	0.8	1	0.8
Resources and Trails Manager	1	1	1	1	1	1
Snr Interpretive Ranger	1	1	1	1	1	1
Snr Supervising Ranger	1	1	1	1	1	1
Interpretive Ranger	1	1	1	.8	1	.6
Ranger II	1	1	2	2	1	1
Ranger I	3	3	3	2.8	4	4
Office Manager	1	1	1	1	1	1
Total	12	10.8	12	11.4	12	11.4

ORGANIZATION CHART



San Dieguito River Park JPA Core Essential Services and Leveraged Resources for Member Agencies

The River Park JPA provides **core essential services** to its member agencies and to the public. Economies of scale and financial efficiencies are realized by combining in a JPA to provide a broad level of services to member agencies at significantly less cost and beyond the scope of what each member could provide on its own. These core services continue through the covid crisis:

1. Over 50 miles of trails available for walking, jogging, biking, equestrian use, physical and mental health, and enjoying nature
2. 4,000 acres of preserved habitat supporting San Diego's flora and fauna, including threatened and endangered species, and providing valuable open space while enhancing natural vistas
3. Programs that address climate change by sequestering GHG through habitat management assisting members in achieving their climate action goals
4. Restoration, enhancement, and maintenance of key habitat and natural resources in the member agencies' jurisdictions, including but not limited to, the San Dieguito Lagoon, Lake Hodges Reservoir, San Pasqual Valley, Poway MSCP preserve lands, Santa Ysabel/Lake Sutherland Reservoir Preserves and Volcan Mountain Preserves
5. Habitat management services and multi-species program implementation
5. Partnering with non-profits, including the San Dieguito River Valley Conservancy, The Volcan Mountain Foundation, the Del Mar Foundation, and others bringing hundreds of committed volunteers to leverage every member agency contributed dollar to provide 70-90% more services
6. Trail construction, trail management, and trail repair; rangers, water quality control, trash collection, restrooms, education, interactive activities, staging areas, parking, and other essential public health and safety services
7. Providing insurance and protecting the member agencies from operational or maintenance expenses, as well as insulation from liability

More important than ever during the current stay at home "crisis" the River Park provides the space needed for maintaining physical and mental health. There are tens of thousands of citizens from the member agencies who use and depend on the River Park. There are thousands of others from outside the county who visit annually spending money in the member agencies and contributing to the tax base. The member agencies, on their own, could not replicate what the JPA provides. Unlike smaller urban parks, sports fields, and recreation centers typically provided by the member agencies that cannot provide safe distancing during this crisis, the San Dieguito River Park has an expansive open space trail system that the public and county public health officials recognize as a safer outlet for physical activity.

Agenda Item 3
March 19, 2021

TO: JPA Board

FROM: Executive Director

SUBJECT: Status of JPA essential staff

Throughout the 2020/21 COVID-19 pandemic all JPA staff have remained working either in the field or telecommuting (with staggered office hours) to perform their essential duties for the service of the San Dieguito River Park and to protect the health and well-being of the public during the COVID-19 crisis. Per Governor Newsom's Executive Order N-33-20 the State Public Health Officer designated a list of **Essential Critical Infrastructure Workers**. As defined by that list, JPA staff are an "essential workforce" under the Health Care/Public Health Sector as follows:

"22. Workers supporting operations of outdoor recreational facilities for the purpose of facilitating physically distanced personal health and wellness through outdoor exercise."

Although SDRP trails were closed for a few weeks early in the pandemic (March – May 2020), trails were eventually reopened consistent with the majority of parks and trails throughout the county. Outdoor recreational use has dramatically increased throughout San Diego county during the pandemic and SDRP trails are no exception with heavy use and full parking lots experienced daily. During trail closures and since, JPA park rangers have continually patrolled the park, interacting with the public and law enforcement within multiple jurisdictions. The JPA has continued to maintain assets and resources seven days per week including trails, staging areas, fences and gates, trash cans, toilets and other infrastructure, public facilities (Birdwing, viewing platforms, Sikes Adobe, etc.) some of which remain closed to the public to protect public health. Staff has also continued to work safely with Urban Corps crews to repair damaged trails, perform general maintenance (weed control, etc.), and manage habitat restoration projects.

Heavier than normal use of SDRP trails during the pandemic has introduced new users to the SDRP. It is important that new users enjoy a positive experience and return to use our facilities after the pandemic is over. Staff has used this time to enhance trails and facilities where possible to ensure the public's enjoyment. Finally, despite the challenges of the past year, staff is working to ensure new trail miles are added to the SDRP including building a one-mile extension of the CTC Trail in Santa Fe Valley (opening this summer) and planning for the eventual construction of the Osuna trail segment.

Respectfully submitted,

Shawna Anderson
Executive Director

ATTACHMENT 3

Agenda Item 3 March 19, 2021

SAN DIEGUITO RIVER PARK - Lagoon Trails Management Agreement
Final Budget (v12/14/20)
January 1- December 31, 2021

<u>Activity</u>	<u>Description</u>	<u>Details</u>	<u>Amount</u>
Staff 7-Day/Week Patrol	Snr Park Ranger, half-time	Salary and Benefits 0.5 FTE	\$ 53,843
Maintenance, BMP, Agency coord.			
Public contact/outreach	Park Rangers, full-time	Salary and Benefits	\$ 92,692
	Interpretive Ranger	Salary and Benefits 0.25 FTE	\$ 25,323
sub-total			\$ 171,858
Cell Phone	Cell phone and service		\$ 3,000
Office Fee	Per agreement amend#1	Years 2013-2023	\$ 48,000
Vehicles			
	Maintenance		\$ 3,000
	Fuel		\$ 4,000
	Vehicle Replacement Reserve		\$ 4,000
Staff Training/Uniforms	Herbicide application, heavy equipment, habitat		\$ 3,000
Hired Labor & Materials			\$ 14,000
	Trail surface maint., equip rental, herbicide, fencing gate repair, erosion control, materials, signs		
Tools			\$ 2,000
Dump Fees			\$ 600
Sanitary Services	3 Staging area ADA restrooms	Cleaned twice weekly.	\$ 8,600
Education Program	Materials, Supplies	Printed Materials, kiosks and signs, educational aids	\$ 7,500
Modular tables/chairs	10 tables, 20 chairs, podium	Classroom one-time purchase	\$ 5,000
Volunteer/Intern Support		Refreshments, stipend	\$ 2,000
Office Supplies			\$ 2,000
Administration	10% of direct costs		\$ 27,856
Total			\$ 306,414