

**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 DIEGUI TO 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

Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

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Agreement can only be modified or amended in writing upon agreement by all participating Public Agencies who have not withdrawn from the JPA under Section 20.

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

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

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

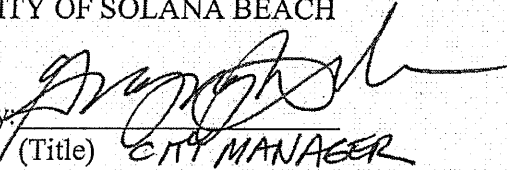
IN WITNESS WHEREOF, this Agreement is executed by the City of Escondido, the City of Poway, the City of San Diego, the City of Del Mar, the City of Solana Beach, and by the County of San Diego.

Dated this ____ day of _____, 2015

CITY OF SAN DIEGO

By: _____
(Title)

CITY OF SOLANA BEACH

By: 
(Title) CITY MANAGER

CITY OF DEL MAR

By: _____
(Title)

CITY OF POWAY

By: _____
(Title)

CITY OF ESCONDIDO

By: _____
(Title)

COUNTY OF SAN DIEGO

By: David C. Hall
(Title) David C. Hall, Clerk of the Board

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>6/10/15</u>	Minute Order No. <u>5</u>
By: <u>Diana Lopez</u>	Date: <u>6/10/15</u>
Deputy Clerk of the Board Supervisors	

ORDINANCE NUMBER O- 20514 (NEW SERIES)

DATE OF FINAL PASSAGE JUL 16 2015

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE EXECUTION OF AN
AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT FOR THE SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK.

WHEREAS, in 1989, six agencies - the County of San Diego and the cities of San Diego, Del Mar, Escondido, Poway, and Solana Beach - exercised their common powers and adopted a Joint Exercise of Powers Agreement (JEPA Agreement) creating the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA); and

WHEREAS, the JPA is an independent agency to facilitate the creation, enhancement, preservation, and management of the San Dieguito River Valley Regional Open Space Park for the benefit of the public; and

WHEREAS, the initial term of the original JEPA Agreement was twenty-five years, expiring June 2014, and two six-month extensions continued the JPA through June 2015; and

WHEREAS, a working group of staff from the six agencies crafted an Amended and Restated JEPA, which is ready for approval and the San Diego City Council must approve the Amended and Restated JEPA by ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor, in his capacity under Charter section 265(b), or his designee, is authorized to execute, for and on behalf of the City, an Amended and Restated Joint Exercise of Powers Authority Agreement for the San Dieguito River Valley Regional Open Park Joint Powers Authority (Amended and Restated JEPA Agreement), under the terms and conditions set

forth in the Amended and Restated JEPA Agreement on file in the Office of the City Clerk as Document No. OO- **20514**, together with any reasonably necessary modifications or amendments thereto which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this Amended and Restated JEPA Agreement.

2. That the Chief Financial Officer is authorized to expend funds from General Fund 100000 for the purpose of funding this Agreement, contingent upon adoption of the Annual Appropriations Ordinance for the applicable fiscal year, and contingent upon the City Comptroller first furnishing one or more certificates certifying that the funds necessary for expenditures are, or will be on deposit with the City Treasurer.

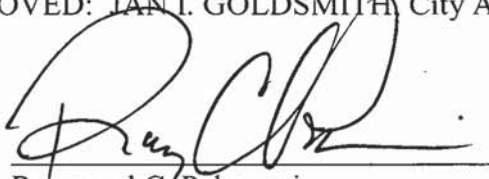
Section 3. That the Chief Financial Officer, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

Section 4. That a full reading of this ordinance is dispensed with prior to its passage, a written or printed copy having been made available to the City Council and the public prior to the day of its passage.

Section 5. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: IAN I. GOLDSMITH, City Attorney

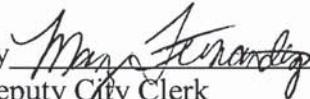
By


Raymond C. Palmucci
Deputy City Attorney

RCP:mt
5/13/2015
Or.Dept:Public Works

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JUN 30 2015.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 7/15/15
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on JUN 30 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUL 16 2015.

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Mary Stinson, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

JUN 16 2015, and on JUL 16 2015.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Mary Stinson, Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 20514

CITY OF DEL MAR

By: _____
(Title)

CITY OF POWAY

By: _____
(Title)

CITY OF ESCONDIDO

By: [Signature]
(Title) CITY MANAGER

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
For Jeffrey R. Epp, City Attorney

[Signature]
Sarah Louise

COUNTY OF SAN DIEGO

By: _____
(Title)

CITY OF DEL MAR

By: _____
(Title)

CITY OF POWAY

By: Ran Aruj
(Title) City Manager


CITY OF ESCONDIDO

By: _____
(Title)

COUNTY OF SAN DIEGO

By: _____
(Title)

CITY OF DEL MAR

By: 
(Title)

CITY OF POWAY

By: _____
(Title)

CITY OF ESCONDIDO

By: _____
(Title)

COUNTY OF SAN DIEGO

By: _____
(Title)

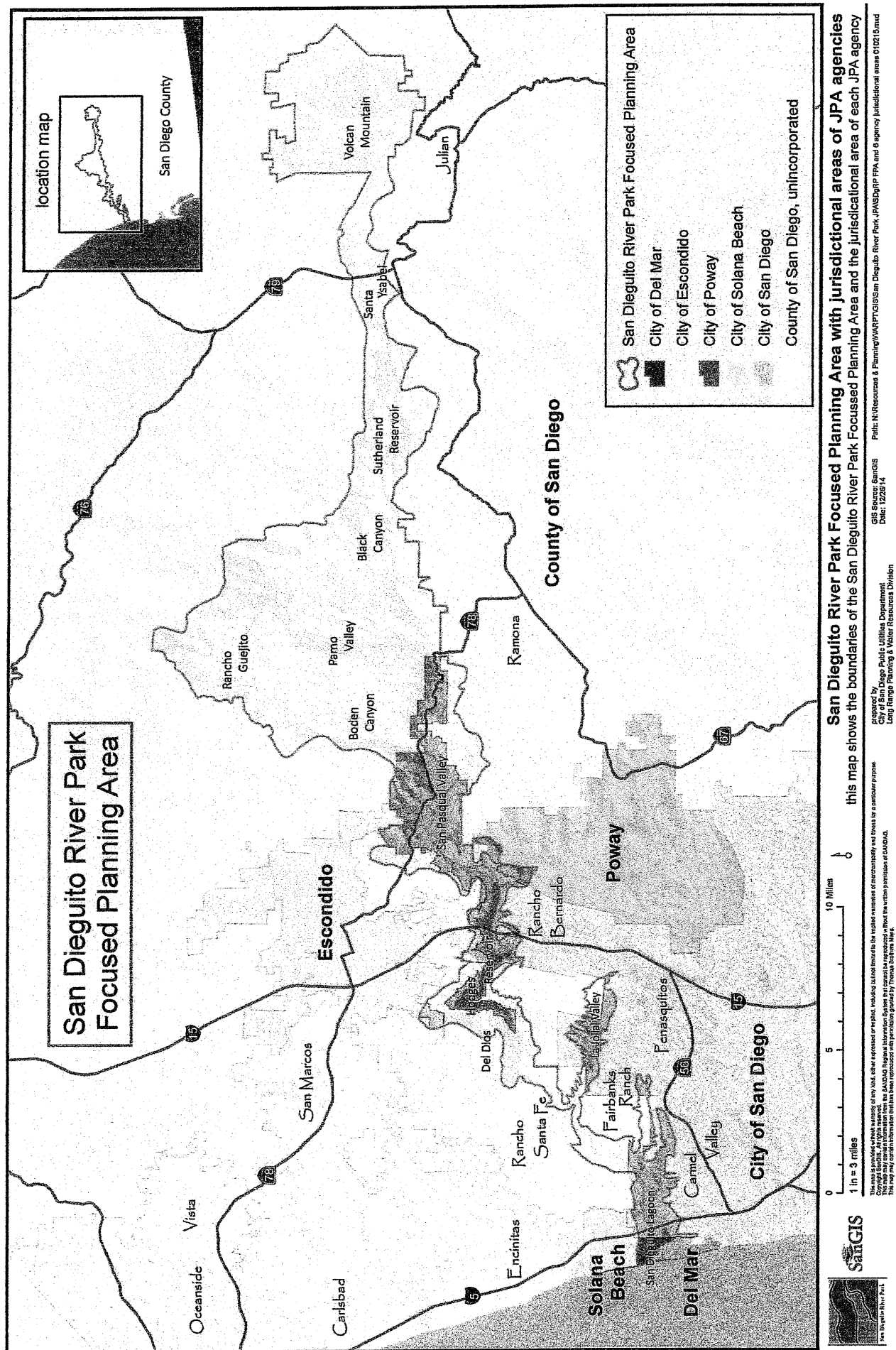


EXHIBIT B

**SAN DIEGUITO RIVER PARK
JOINT POWERS AUTHORITY
Minutes of April 18, 2014**

MEMBERS PRESENT

Dave Roberts- Chair
Don Mosier -Vice Chair
Olga Diaz
Dianne Jacob
Dave Zito
Tom Golich
Becky Bartling

REPRESENTING

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

VISITORS/STAFF PRESENT

Wayne Brechtel
Dick Bobertz
Susan Carter
Shawna Anderson
Brenda Miller
Jacqueline Winterer
Bill Michalski
Peter Shapiro
Trish Boaz
Phil Pryde

JPA Counsel
San Dieguito River Park JPA
San Dieguito River Park JPA
San Dieguito River Park JPA
San Dieguito River Park JPA
Friends of San Dieguito River Valley
Sierra Club, San Dieguito Lagoon Committee
President, San Dieguito River Valley Conservancy
Exec. Director, San Dieguito River Valley Conservancy
Self

Introduction and Announcements

Chair Roberts convened the meeting at 9:30 a.m. in the County Administration Building, 1600 Pacific Highway, Room 302/303, San Diego, CA 92101

All members, staff and visitors introduced themselves.

Approval of Minutes of February 21, 2014

Boardmember Diaz made a motion to approve the minutes of February 21, 2014, and Boardmember Zito seconded the motion. The motion passed unanimously.

Executive Director's Report

Executive Director Dick Bobertz said he had nothing to report that wouldn't be discussed later in the agenda.

Public Comment- No public comments were made.

DISCUSSION / ACTION

1. SANDAG W19 Lagoon Wetland Restoration Project and Consideration of CEQA Processing (presentation by Keith Greer from SANDAG)

Recommendation: Receive Information and Take Action to Revise Existing MOU Regarding the JPA's Role as CEQA Lead on the W19 Project if Deemed Necessary.

Deputy Director Susan Carter introduced Keith Greer from SANDAG. Mr. Greer introduced the W19 Project. The proposed site would restore areas south of the San Dieguito River and east of I5 on property that is owned by the San Dieguito River Park, City of San Diego and California Dept. of Fish & Wildlife. The proposed project would complement the existing restoration of the Lagoon ecosystem, integrate and expand upon the San Dieguito Wetland Restoration Project recently implemented by Southern California Edison by an additional 55 acres, approximately. Mr. Greer listed the Design constraints as: no impact to SCE's project, no increase in flooding, no increase in scouring, no change in sediment transport and design must be peer-viewed. The current status of the project is that a feasibility study was completed, three options were identified, and three additional options were added based upon resource agency review. Mr. Greer explained alternative issues including the requirement of a hydrologic model to determine the risk to the restoration site, determine flood protection and sediment movement. Mr. Greer showed modeling options for three options for CEQA review. The next steps are to complete hydrology studies, refine options into three CEQA alternatives, notice of preparation, June 30 public review, July public workshop, DEIR/EA scheduled for June 2015, phase 3 final engineering and permitting (Oct. 2015) and construction with estimated date of November 2016.

Counsel Brechtel reported that the existing MOU between SANDAG and the JPA states that the JPA will be the lead agency for CEQA. After discussion with Mr. Greer and JPA staff, it was determined to continue to have the JPA be the CEQA lead for the W19 project. Therefore no action to amend the MOU is required at this time.

2. Report on Meeting with San Diego Mayor Faulconer

Recommendation: Provide direction, if needed, or actions required to address City of San Diego concerns and /or ensure that the JPA Agreement continues in effect while issues with the City of San Diego are being resolved.

Chair Roberts stated that Boardmember Mosier was not present at the meeting as to not violate the Brown Act, because the Mayor had invited Boardmembers Kersey and Lightner to attend. At the meeting with Chair Roberts, Boardmember Diaz and Director Bobertz, Mayor Faulconer said he looked to Boardmember Sherri Lightner for leadership on this issue. The concerns raised by the City of San Diego were the length of the agreement, the vote process, condition of not making assessment payments to be able to vote and the open ended liability. Chair Roberts said he informed Mayor Faulconer that for 25 years the City of San Diego has contracted out the park to the JPA for much less than it would have cost for the City to do it alone. Boardmember Diaz said she was shocked that Councilmembers Mark Kersey and Sherri Lightner were not advocates for the park. Chair Roberts shared copies of a newspaper article dated 4/18/1014 that was written regarding the JPA meeting with Mayor Faulconer and said he stressed to the Mayor the importance of representation of the City of San Diego at the JPA meetings. Director Bobertz shared that Mayor Faulconer asked his staff if a cost benefit analysis had been done and wanted one done over the next two weeks. Director Bobertz said he felt this was a good opportunity that will demonstrate how the

City funding has been leveraged and well-spent. The Mayor also said he wants to get back together with the JPA committee in two weeks to discuss how to proceed from here. Director Bobertz brought up the issue of a bill for the Lake Hodges Bridge project from the City of San Diego which the boardmembers received a copy of. Director Bobertz will meet with the City attorney to discuss this bill. Boardmember Jacob asked for two things. First, can we do our own analysis to determine how much money JPA has invested in City of San Diego over time? Second, what is the cost of JPA maintaining and operating the Park versus the City operating and maintaining. JPA has two weeks to put something together. Boardmember Jacob also asked that JPA staff concurrently work on plan B. If City pulls out, what is plan B.? We will provide our cost analysis to the City. If the City of San Diego wants to join there are benefits, if they pull out there are consequences. She emphasized that not a dime should be spent in City of San Diego jurisdiction if the City pulls out (excepting on the JPA's own property or due to contractual agreements.) Chair Roberts stated that the JPA agreement's June 12th deadline is a huge challenge. Counsel Brechtel recommended that the JPA Board extend the original agreement, which he said would become effective when any two agencies approved it, but he said that five would be better. He referred to a proposed Extension Agreement at each Boardmember's place. He recommended that it be circulated to member agencies for approval before the deadline. He strongly advised against letting the agency terminate because the consequences would be serious and have multiple effects.

Speaker Phil Pryde – San Diego – Brought attention to the newspaper article in newspaper this morning. The issue is now fair game in the media. He recommends flooding newspaper with letters to the editor in favor of the River Park.

Chair Roberts said after the meeting with Mayor Faulconer in two weeks, staff will provide an update. Chair Roberts will keep subcommittee informed of all updates and how to address questions that come up. Chair Roberts asked that the list of JPA members on the amendment be alphabetized.

Deputy Director Carter will contact City managers with revised amendment and cc Boardmembers, so the amended agreement can be added to City Council meeting agendas.

Peter Shapiro stated the SDRVC has a plan to reach out to the groups that use the trails and park. Boardmember Jacob said that the River Park does have supporters, and suggested that the media be approached by the Conservancy and other friends. She said she is convinced that the JPA is a good fiscal solution for the City.

Counsel Brechtel stated the motion to direct staff to submit the Extension of Joint Exercise of Powers Agreement between the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach creating the San Dieguito River Valley Regional Open Space Park Joint Powers Authority to their member agencies for approval as soon as possible as amended with regard to the order of signatures. Boardmember Golich made the motion and Boardmember Jacob seconded the motion. The motion passed unanimously.

3. Budget Committee Report and Recommendation

Recommendation: Approve FY 14/15 Budget and Salary/Staffing Schedule.

Director Bobertz stated that the budget was prepared before the meeting with Mayor Faulconer. The Budget Committee will meet the first week of May to figure out how to run this agency without the

City of San Diego contribution as Plan B. Recommend to defer budget item until the May meeting, which will need to be held.

4. Proposed Removal/Elimination of Lagoon Boardwalk

Recommendation: Direct JPA Board Chair to Send Letter to California Coastal Commission Protesting the Plan to Remove the San Dieguito Lagoon Boardwalk and Requesting that this Issue be Resolved Permanently.

Director Bobertz reported that on February 13th the Coastal Commission approved restoring the South overflow lot to wetlands. Eight years ago the Boardwalk was installed. Although a condition of the approval of the Boardwalk was that the Boardwalk could be removed at some time in future., the plan for the SOL that the Coastal Commission approved in February did not require the removal of the Boardwalk and there was no apparent discussion of removing the Boardwalk. After that action, when the 22nd District submitted the restoration plans for approval, the Coastal Commission staff instructed them to submit a plan without the boardwalk. Director Bobertz explained that the Boardwalk was installed as nature study trail not part of the Coast to Crest trail. We disagree with the Coastal Commission staff's decision to remove boardwalk. We believe the Boardwalk should stay because it is used for Education and nature study. The Coastal Commission biologist has said that the boardwalk should be removed in order to create an additional ¼ acre of wetlands, and also because human activity on the boardwalk disturbs the birds using the wetlands. However, Mr. Bobertz reported that we have been advised that there are offsetting benefits, and that the issue must go forward for thorough discussion in a public forum.

Boardmember Jacobs added there may be grant funds issues and asked if Counsel Brechtel could look into this aspect. Counsel Brechtel said he would.

Boardmember Golich said the CAC was unanimous that the Boardwalk should not be removed.

Public speakers

Phil Pryde –San Diego – The Board has a copy of the letter written by Mr. Pryde. He said that the CCC biologists may not have experience with wetlands and boardwalks, stating that birds know if and when they are threatened. A boardwalk is neutral location for birds. He also stated there are many other boardwalks nationwide and specifically described the one at South Padre Island in Texas . His opinion, based on years of experience and leading bird hikes worldwide, is that a boardwalk is not a threat, and in fact, offers birds a refuge from predators. He encouraged the Board to give his letter to whoever is appropriate at the Coastal Commission.

Discussion of letter included adding cc to all Coastal Commission boardmembers and the San Diego staff of the Coastal Commission.

Chair Roberts asked to correct the letter as follows: "At their meeting of April 18, 2014, the Board of Directors of the San Dieguito River Park Joint Powers Authority considered this item and voted unanimously to oppose removing the Boardwalk for the reasons stated in this letter and Attachment 1."

Boardmember Jacob made the motion and Boardmember Mosier seconded the motion to send the letter with correction to the Coastal Commission. Boardmember Diaz abstained. The motion passed unanimously.

5. Proposal for Memorial for Abbe Wolfsheimer-Stutz in the San Dieguito River Park
Recommendation: Request Chair Roberts to Appoint a Committee from the JPA Board and CAC Membership to Propose a Recommendation for an Appropriate Memorial.

Deputy Director Carter reported that Abbe Wolfsheimer-Stutz was very instrumental and passionate about getting the River Park started. She stated that there have been many people over the years that have made a difference and we should find a way to recognize them. One idea might be a "founder's wall" and adding videos of the individuals stating the importance of the park on QR codes. Chair Roberts stated he will work with Tom Golich to appoint a committee from members of the CAC to work with staff to come up with a design. Tom Golich made the motion to approve the staff recommendation and Boardmember Diaz seconded the motion. The motion passed unanimously.

6. St. John Garabed Church
Recommendation: Send letter to City of San Diego confirming JPA staff comments on the Draft EIR.

Shawna Anderson presented. Staff submitted a letter on the due date of April 15 (same as draft letter in packet). The project has been in front of the Project Review Committee several times since 2011. Copies of previous letters dated 10-11-2011, 11-13-2012 and 8-12-2013 were attached to this agenda. There have been minor design changes since the original design was presented however it does not appear that the PRC concerns have been addressed. The letter to the Draft EIR has two main points: the project impacts on MSCP corridor and visual impact to the San Dieguito River Valley. The wildlife corridor through Gonzales Canyon is very important and there is heavy wildlife use to get to the wetland area. After the W19 project is complete there will be even more wetlands and more attraction for wildlife. The height of the church is 93 feet tall, and it is 20 feet from edge of the mesa. Our letter emphasizes the impact of lights, traffic, noise, height of structure etc to wildlife and that the proposed mitigation is not adequate. The second point of the visual impact to the San Dieguito River Valley is a concern because the project appears to be overbuilt for the site. The comment letter asked for an alternative design regarding set back and height of church. The other item addressed in the comment letter was that the EIR does not mention the planned public trail through Gonzales Canyon. We feel it should be in the EIR to make sure the trail is accessible in future.

Boardmember Jacob made a motion to send a letter to the City of San Diego confirming JPA staff comments on the Draft EIR. Boardmember Mosier seconded the motion.

Allen Haynie spoke on behalf of the membership of St. John Garabed Church stating that the church has a rich history and strong traditions. The plan for this church is consistent with tradition and these churches have traditionally been built on mesas overlooking valleys. Mr. Haynie would ask that the Board not move to send a letter to the City of San Diego or at a minimum, modify the letter. Mr. Haynie stated that the project is located on a mesa and will not impact wildlife movement. The church had to talk with the City of San Diego, U.S Fish and Wildlife and California Department of Fish and Wildlife to make a boundary adjustment to develop the site. The position of US Fish and Wildlife and California Department of Fish and Wildlife is that the corridor will not harm wildlife. The project will enhance the corridor. If they try to make the church shorter it would lose visual

character. Mr. Haynie stated the project would have no visual impact from any trails. He went on to say that this religious community is excited to have this church. Please reconsider the letter.

Harry Krikorian, representing the St. John Armenian Church, stated that when the church project started four years ago, they saw another church being built adjacent to the property just purchased. The parishioners share same concerns about the environment. He asked the JPA Board to reconsider views, respect private property rights, and respect religious history and expression.

Chair Roberts read a letter he had received from a church member stating that in fact they had made many changes to the design in response to the JPA's concerns. He said he would like to have recognition of those changes included in the letter.

Boardmember Jacob agreed to make the change, and stated that her motion stands with the following changes to the letter: to acknowledge the fact that some changes have been made to the project design and that the JPA looks forward to working with the City and applicant to resolve the issues. Boardmember Mosier seconded the motion. The motion passed unanimously.

7. Letter from San Pasqual Band of Mission Indians regarding condition of Pictographs at Piedras Pintadas

Recommendation: Send Response Letter to San Pasqual Band of Diegueno Mission Indians.

Deputy Director Carter stated that a draft response letter was at each Board members place. Deputy Director Carter explained the background and the extent of the graffiti to the Piedras Pintadas rock art. She recommends sending the draft letter provided, which explains that by agreement, the protection of the rock art is the responsibility of the City of San Diego, not the San Dieguito River Park, but that the River Park staff would be willing to meet with the Band and with the City to identify solutions to this problem.

Chair Roberts made the motion to approve draft letter with the following changes: "You may not be aware of it, but we do have regular ranger and mountain bike patrols.", "The JPA had ranger patrols here daily when the JPA was responsible for management at the site under the terms of the CRMP." And "Again, we are deeply concerned that this defacement has occurred and would be willing to meet with you and representatives of the City of San Diego to attempt to identify solutions to this ongoing problem." Boardmember Mosier seconded the motion. The motion passed unanimously.

Chair Roberts accepted a check for the JPA, in the amount of \$20,000.00, from Becky Bartling on behalf of the 22nd Agriculture District.

INFORMATION

8. Lagoon Ranger Station – Update and Schedule (oral)

Shawna Anderson presented ranger & maintenance building pictures and update. Funding will be through SCE. We are working with architect Rinehart Herbst. Access to site will be from San Andres. It will have a solar powered gate, the main building, fenced workyard and greenhouse. The main one story building will have a porch, public restroom, small conference room, ranger office

and garage. She explained that we want the fenced area and structure to blend well with native vegetation in area. At this time, staff is working with architects on details, need a building permit from the City of San Diego, and a coastal development permit. She said we will be going to Carmel Valley planning group and will ask for their comments and support.

9. Park Project Status (oral)

a. "Birdwing" Open Air Classrooms

Deputy Director Carter announced the Grand Opening that is planned for May 13th. The Rangers are working very hard to have everything done (planting, DG, bridges) before the Grand Opening. Former Boardmember Pam Slater Price will be a speaker at the program. Parking will be in the parking area and along San Andres.

The Grand Opening for the Sikes Adobe Creamery will be June 4th 4:00 p.m. Museum Manager Anne Cooper will be serving cornbread with home churned butter.

The annual Volunteer Appreciation party is planned for Sunday June 1st 3:00 pm-6:00 pm at the Birdwing.

10. Coordination Reports (oral)

a. San Dieguito River Valley Conservancy - Trish Boaz reported that the Plein Air Arts Gala raised \$130,000 of which 35% goes to the Conservancy. The Plein Air Art exhibit will continue through April 27 at the Center for the Arts, Escondido. A painting of Sikes Adobe is still available for \$1200.00. She thanked Boardmember Mosier for attending the Gala. She announced that the Conservancy had received \$20,000 from the Del Mar Foundation for the Birdwing. The Solana Beach Historical Society has been very supportive.

b. Friends of the San Dieguito River Valley - none

c. Volcan Mountain Preserve Foundation - none

d. San Dieguito Lagoon Committee - none

11. Jurisdictional Status Reports

Chair Roberts said that he would be calling a meeting of the JPA's Acquisition Committee to review acquisition priorities because when funding becomes available periodically, we should be prepared by knowing what is available and what our priorities are. He thanked everyone for their dedication and hard work under the trying circumstances.

12. Communications

None

Chair Roberts adjourned the meeting at 12:07.

These minutes approved by Board Action

5-16-14

Date

Dick Roberts

Executive Director

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

The term of the Joint Exercise of Powers Agreement between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations, which shall individually or collectively be referred to as "Public Agencies" dated June 12, 1989 ("Agreement") is hereby extended pursuant to Section 2 of the Agreement and the following terms and conditions:

1. This extension shall take effect immediately upon approval and execution by at least two Public Agencies.

2. After the initial twenty-five year term, the Agreement shall continue in full force and effect so long as any two Public Agencies continue as members or for fifty years, whichever occurs first.

3. Public Agencies that approve and execute this extension shall continue as members of the Authority after the Agreement's initial twenty-five year term expires.

4. Public Agencies that do not approve and execute this extension shall be deemed withdrawn from the Authority after the Agreement's initial twenty-five year term expires, but shall retain the right to renew their membership by executing this extension or pursuant to an alternative agreement approved by all members.

5. This extension may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF DEL MAR

By: _____

City Manager

Dated _____

5/28/14

CITY OF ESCONDIDO

By: _____

City Manager

Dated _____

5/27/14

CITY OF POWAY

By: Jina M. White Dated 5.20.14
City Manager

APPROVED AS TO FORM:

By: [Signature] Dated 28 APRIL '14
City Attorney

ATTEST:

By: Sheila R. Colva Dated 5-21-14
City Clerk

CITY OF SAN DIEGO

By: _____ Dated _____
Mayor

CITY OF SOLANA BEACH

By: _____ Dated _____
City Manager

COUNTY OF SAN DIEGO

By: _____ Dated _____
Clerk of the Board of Supervisors

CITY OF POWAY

By: _____
City Manager

Dated _____

CITY OF SAN DIEGO

By: _____
Mayor

Dated _____

CITY OF SOLANA BEACH

By: _____
City Manager

Dated 6/11/14

COUNTY OF SAN DIEGO

By: _____
Clerk of the Board of Supervisors

Dated _____

CITY OF POWAY

By: _____
City Manager

Dated _____

CITY OF SAN DIEGO

By: _____
Mayor

Dated _____

CITY OF SOLANA BEACH

By: _____
City Manager

Dated _____

COUNTY OF SAN DIEGO

By: Thomas J. Py -
Clerk of the Board of Supervisors

Dated 5.14.14

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY [Signature] 5/14/14
~~SENIOR DEPUTY~~

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>5/7/14</u>	Minute Order No: <u>8</u>
By: <u>[Signature]</u>	Date: <u>5/14/14</u>
Deputy Clerk of the Board Supervisors	

48

EXHIBIT C

**AMENDMENT TO EXTEND CITY OF SAN DIEGO MEMBERSHIP IN THE
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 DIEGO RIVER
VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY**

This Amendment is to extend the City of San Diego's membership in the Joint Exercise of Powers Agreement between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations (which shall individually or collectively be referred to as "Public Agencies"), dated June 12, 1989 ("JPA Agreement"), pursuant to Section 2 of the JPA Agreement and the following terms and conditions:

1. **TERM:** This Amendment to extend City of San Diego's membership in the JPA Agreement shall take effect on June 13, 2014 and last through December 31, 2014, unless otherwise extended in writing. If the City does not extend the term of this Amendment in writing, its membership in the JPA shall automatically terminate after December 31, 2014. This Amendment is for the purpose of continuing with the City's membership in the June 12, 1989 JPA Agreement while the Public Agencies negotiate in good faith toward a new long term JPA Agreement.
2. **MISCELLANEOUS PROVISIONS:**
 - a. This extension may be signed in one or more counterparts.
 - b. All other terms and conditions of the JPA Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF DEL MAR

By: [Signature]
City Manager

Dated

6/19/14

CITY OF ESCONDIDO

By: _____
City Manager

Dated

CITY OF POWAY

By: _____
City Manager

Dated

**AMENDMENT TO EXTEND CITY OF SAN DIEGO MEMBERSHIP IN THE
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY,
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2. **MISCELLANEOUS PROVISIONS:**
 - a. This extension may be signed in one or more counterparts.
 - b. All other terms and conditions of the JPA Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF DEL MAR

By: _____ Dated: _____
City Manager

CITY OF ESCONDIDO

By: Clay C. P... Dated: 9/26/14
City Manager

CITY OF POWAY

By: _____ Dated: _____
City Manager

**AMENDMENT TO EXTEND CITY OF SAN DIEGO MEMBERSHIP IN THE
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY,
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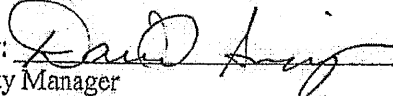
CITY OF DEL MAR

By: _____ Dated: _____
City Manager

CITY OF ESCONDIDO

By: _____ Dated: _____
City Manager

CITY OF POWAY

By:  Dated: 6/27/14
City Manager

CITY OF SAN DIEGO

By: _____

Dennis Gakunga

Director

Purchasing & Contracting

Dated _____

6/17/14

Tony Heinrich
DCD Public Works
City of San Diego

6/18/14

Approved as to form and legality:

Dated _____

6/11/14

Deputy City Attorney

City of San Diego

CITY OF SOLANA BEACH

By: _____

City Manager

Dated _____

6-11-14

COUNTY OF SAN DIEGO

By: _____

Dated _____

Clerk of the Board of Supervisors

CITY OF SAN DIEGO

By: _____ Dated _____

Approved as to form and legality:

Deputy City Attorney
City of San Diego

CITY OF SOLANA BEACH

By: _____ Dated _____
City Manager

COUNTY OF SAN DIEGO

By: Thomas J. Pi - Dated 9.17.14
Clerk of the Board of Supervisors

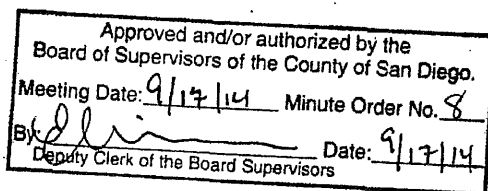


EXHIBIT D

JPA Public Agency Contribution Formula Table

The Public Agency Contribution Formula is based upon the following calculations using the most recent U.S. Census data and current jurisdictional acreage within the JPA jurisdiction:

Public Agency	Population (2020)	Population Weighted Percentage ¹	Jurisdictional Acreage	Jurisdictional Acreage Weighted Percentage ²	Total (Population% + Acreage%)	Public Agency Contribution ³
Del Mar	4,268	5%	459.77	2%	7%	6%
Solana Beach	12,941	8%	0	0%	8%	7%
Poway	48,841	8%	666.33	4%	12%	10%
Escondido	151,038	11%	850.35	4%	15%	13%
Unincorporated County	505,675	32%	55,885.91	4%	36%	32%
San Diego	1,386,932	32%	16,325.93	4%	36%	32%
					114%	100%

¹ Population Weighted Percentage

1-10,000 = 5%
10,001-50,000 = 8%
50,001-250,000 = 11%
250,001-500,000 = 22%
500,001 and above = 32%

² Jurisdictional Acreage Weighted Percentage

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

³ Rounded and Normalized

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.

Note: This table was updated to incorporate the 2020 census population information and approved by the JPA Board of Directors March 18, 2022.

EXHIBIT E

Board Member Weighted Vote Percentages for Fiscal Year 2014-15

Board member weighted vote percentages reflect the Public Agency contribution for the current fiscal year as calculated by the Public Agency Contribution Formula.

Public Agency	FY 2014-15 Public Agency Contribution	Board Member Weighted Vote
Del Mar	6%	6%
Solana Beach	7%	7%
Poway	10%	10%
Escondido	13%	13%
Unincorporated County	32%	Board member 1: 16% Board member 2: 16%
San Diego	32%	Board member 1: 16% Board member 2: 16%
	100%	100%