



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 Barbara Bry  
San Diego City Council

Vice-Chair Dwight Worden  
Del Mar City Council

Olga Diaz  
Escondido City Council

Dave Grosch  
Poway City Council

Mark Kersey  
San Diego City Council

Kristin Gaspar  
Supervisor, County of San Diego

Dianne Jacob  
Supervisor, County of San Diego

Judy Hegenauer  
Solana Beach City Council

Jeff Barnouw  
Citizens Advisory Committee

Dustin Fuller, Ex Officio  
22<sup>nd</sup> District Agricultural  
Association

Shawna Anderson  
Interim Executive Director

**SAN DIEGUITO RIVER PARK  
JOINT POWERS AUTHORITY  
VIA TELECONFERENCE ONLY  
Friday, November 20, 2020 ~ 9:00 A.M.\***

**\*NOTE – THE MEETING WILL START WITH  
A CLOSED SESSION  
AFTER THE CLOSED SESSION, THE PUBLIC  
MEETING WILL NOT BEGIN BEFORE THE  
REGULARLY SCHEDULED 11:00 AM  
START TIME**

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=SmRlQ1BPRWZBbVhVbnhXRVPprMTJlUT09>

**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.

**The San Dieguito River Park Joint Powers Authority Board meeting will begin with a closed session.** The closed session will be announced in open session and the public will be provided with an opportunity to comment on the closed session item before the closed session commences.

**After the closed session, but not before 11:00 a.m., the regularly scheduled public meeting will begin and the public will be invited to attend via teleconference.**

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

## **PUBLIC MEETING**

Introductions and Announcements

Approval of the Minutes of October 16, 2020 (Page 4)

Interim 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.

**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](mailto: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.

## **DISCUSSION/ACTION**

2. General Manager Recruitment (Page 8 )
3. Update from JPA Surf Cup Subcommittee (Oral)
4. Determine Process for JEPA Review Per Clause 3.b. (Page 9)

## INFORMATION

5. Park Project Status Updates (Oral)
  - a San Dieguito Lagoon Restoration Phase 2 (W-19)
  - b Rancho Santa Fe Section of Coast to Crest Trail
  
6. 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
  
7. Jurisdictional Status Reports (oral)

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

THE NEXT REGULAR JPA MEETING WILL BE December 11, 2020 If you have any questions, please call Shawna Anderson at (858) 674-2270 Ext. 13

**SAN DIEGUITO RIVER PARK  
JOINT POWERS AUTHORITY  
Minutes of October 16, 2020**

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

Olga Diaz

**VISITORS/STAFF PRESENT**

Wayne Brechtel  
Brenda Miller  
Shawna Anderson  
Jason Lopez  
Leana Bulay  
Ricky Flahive  
Maggie Brown  
Bill Farrell  
Terry Norwood  
Bill Michalsky  
Crystal Benham  
Quinton Grounds  
Carol Kerridge  
Monica Demler  
Adam Wilson

**REPRESENTING**

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

**REPRESENTING**

City of Escondido

JPA Counsel  
San Dieguito River Park JPA  
San Dieguito River Park JPA  
San Dieguito River Park JPA  
San Dieguito River Park JPA  
San Diego City Council District 1  
Friends of San Dieguito River Valley  
Friends of San Dieguito River Valley  
Rancho Bernardo Planning Board  
Sierra Club  
County of San Diego  
City of San Diego, District 5  
San Dieguito Lagoon Committee  
Friends of Sikes Adobe  
County of San Diego, District 2

**Introduction and Announcements**

Chair Bry convened the video conference meeting at 11:00 a.m. A quorum roll call was taken with members present : Bry, Worden, Grosch, Jacob, Gaspar, Hegenauer, Barnouw, and Fuller. Boardmembers Kersey and Diaz were absent.

**Approval of Minutes of September 18, 2020**

Vice-Chair Worden moved to approve the minutes of September 18, 2020 and Boardmember Gaspar seconded the motion. Chair Bry took a roll call vote and the motion passed unanimously.

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

Boardmember Kersey arrived to the meeting at 11:02 AM

**Interim Executive Directors Report-** Interim Executive Director Anderson thanked the board for the opportunity to serve the JPA as the Interim Executive Director until the permanent director is hired. Interim Director Anderson said her objective is to have the JPA run smoothly during the recruitment and hiring period. Ms. Anderson said she is preparing for the challenges and opportunities that will come in the future. She said the new board member packets are being updated in preparation for the change in boardmembers. Ms. Anderson said she is preparing for budget sustainability and future goals. She announced that the JPA staff is preparing to resume construction of a one-mile section of the Coast to Crest Trail that fills the gap between the Santa Fe Valley Trail and the Lusardi Open Space Preserve in Rancho Santa Fe. She is working with staff and counsel to restart volunteer and work crew programs within COVID-19 guidelines. Interim Director Anderson said the JPA has made it to the final round of a State Recreation grant that has been applied for to build the Osuna bridge and trail section. The grant applied for is \$1.3 million and staff will hear the award results in November. Interim Director Anderson has been meeting with all staff and has recently met with Manager of Interpretation Leana Bulay to discuss inclusion of more diversity outreach to the underserved communities. The thought is to expand outreach, in addition to the Watershed Explorer Program. Chair Bry said that the City of San Diego Parks Department is working with a foundation called the San Diego Parks Foundation and offered to provide Ms. Anderson with the contact information of the private philanthropy organization.

**Public Comment-** No Public Comment

### **DISCUSSION/ACTION AGENDA**

#### **1. Status Update Report of County Management Proposal and Recruitment Process Including Proposed Schedule**

Vice-Chair Worden reported that the County of San Diego has withdrawn their proposal to manage the San Dieguito River Park because of civil service rules of the employees. Vice-Chair Worden thanked Brian Albright County Parks Director for his thorough proposal offering collaboration between the JPA and the County of San Diego. Vice-Chair Worden stated that when the new director is on board, the new director can explore collaboration opportunities with the County. Boardmember Jacob added that the County has resources and staffing along the River Park. There may be partnership opportunities in the future. Vice-Chair Worden reported that Interim Director Anderson submitted a memo to the committee in response to the County proposal.

Vice-Chair Worden stated that the ad-hoc committee will now focus on selection of a permanent director. The director position will now be called General Manager and not Executive Director. The committee is recommending that the position be advertised as soon as possible with an application deadline of November 9, 2020. The subcommittee will review resumes and create a list of finalists to interview on November 20, 2020. The committee consists of Vice-Chair Worden and Boardmembers Grosch, Jacob and Diaz. Vice-Chair Worden solicited other members that may want to be on the committee or current members that may want to get off of the committee. Interim Director Shawna Anderson plans to apply for the permanent position. All resumes will go to Counsel Wayne Brechtel.

Boardmember Jacob made the motion to affirm the job description and timeline as stated by Vice-Chair Worden clarifying that the finalists will be interviewed on November 20, 2020 at 9:00 AM. Vice-Chair Worden seconded the motion. A roll call vote was taken.

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

## **2. Friends of SDRV Request for Update from JPA Surf Cup Subcommittee**

Interim Executive Director Shawna Anderson reported that the Friends of San Dieguito River Valley requested that the JPA Board restart the efforts, which began earlier this year, to meet and resolve the Coast to Crest Trail restoration the City of San Diego's lessee Surf Cup Sports. Ms. Anderson recounted that at the December 2019 board meeting an ad hoc committee was formed and met in January. At this meeting the committee requested information from Counsel Brechtel. Counsel Brechtel provided a memo confirming that Surf Cup Sports is legally obligated by their lease to restore the trail. At the February board meeting the board asked that the committee meet with Surf Cup Sports and establish a timeline for the trail work. The coronavirus pandemic in March stalled the effort and no meeting has been scheduled as of this date. The Friends of San Dieguito River Valley are asking the board to revisit this issue. Two letters of correspondence were received; one from Ann Gardner and one from Surf Cup Sports. Maggie Brown representing the Friends asked the board about approaching the City regarding their obligation in this issue. Chair Bry stated that she is committed to action in this matter. Chair Bry said that the committee should be able to have a meeting with Surf Cup soon and will be scheduled by Ricky Flahive in her office. The ad hoc committee is made up of Chair Bry, Vice-Chair Worden and Boardmember Gaspar. Counsel Brechtel was asked and stated that there is no legal impediment between the existing lawsuit brought by the Friends and Surf Cup's obligation to restore the trail.

Chair Bry made the motion to resurrect the ad hoc committee to meet with Surf Cup Sports. Vice-Chair Worden seconded the motion. A roll call vote was taken.

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

## **INFORMATION**

### **3. Coordination Reports**

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

### **4. Jurisdictional Status Reports** – No jurisdictional reports

### **5. Closed Session** – No board members or members of the public requested a closed session.

Chair Bry adjourned the meeting at 11:37 a.m.

These minutes approved by Board action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Interim Executive Director

## **Agenda Item 2**

### **November 20, 2020**

**DATE:** November 20, 2020

**TO:** JPA Board of Directors

**FROM:** General Counsel

**SUBJECT:** General Manager Recruitment

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#### **BACKGROUND:**

During the September 18, 2020 Board of Directors meeting, the Board appointed an Ad Hoc Committee to initiate and lead a recruitment process for a new General Manager. An advertisement for the General Manager position was published on the same day, using several forums commonly used for public agency recruitment, such as the League of California Cities and Government Jobs.com. The deadline for applications was November 9<sup>th</sup>, and thirteen complete applications were received.

The Committee met on November 10<sup>th</sup> to review the applications and identified five for further consideration. The Committee then followed up with the finalists by contacting references and speaking to the applicants directly. On November 16<sup>th</sup> the Committee met and identified the candidates it felt warranted consideration by the full Board. These finalists will be interviewed in closed session by the Board prior to this Agenda Item. During the closed session, the Board will have the option of determining which candidate it would like to appoint as General Manager and provide direction to General Counsel regarding negotiations for a final agreement.

Formal appointment of a General Manager, including approval of an employment contract, will be done in open session. The timing will depend on the results of the interview and negotiation process.

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#### **RECOMMENDATION:**

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

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Respectfully submitted,  
D. Wayne Brechtel  
General Counsel



**Agenda Item 4**  
**November 20, 2020**

**TO:** JPA Board

**FROM:** Staff

**SUBJECT:** Process for JEPA Review

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**RECOMMENDATION:**

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

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

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

A process for the five-year review has not yet been established. Options include establishing a Board subcommittee to conduct the review and report back to the full Board or conducting the review at a regular Board meeting.

Respectfully submitted,

Shawna Anderson  
Interim Executive Director

Attachment 1: Amended and Restated Joint Exercise of Powers Agreement

**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT  
BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF  
DEL MAR, ESCONDIDO, POWAY, SAN DIEGO AND SOLANA BEACH  
CREATING THE SAN 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