ORIGINAL

# JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF SAN DIEGO FOR OPERATION OF TIJUANA REGIONAL PARK

THIS AGREEMENT, is made and entered into effective as of the MAR 0 4 1996 _____ day of____ 199____, by and between the City of San Diego ("City"), and the County of San Diego ("County") existing under the laws of the State of California (hereinafter referred to collectively as "Public Agencies").

W I T N E S E T H

WHEREAS, the Public Agencies are each empowered by law to acquire sites, and to plan and design, public facilities and appurtenances, and operate sites for park purposes; and

WHEREAS, the Public Agencies wish to operate the Tijuana River Regional Park together; and

WHEREAS, the Public Agencies desire to support the operation of Tijuana River Regional Park, it is deemed advisable for the Public Agencies to coordinate the operation of the Tijuana River Regional Park, for the benefit of their citizens and others, by jointly exercising their common powers in the manner set forth in this Agreement;

NOW, THEREFORE, the Public Agencies, for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:



DOCUMENT NO 00-18268-1
FILED MAR 0 4 1996
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

SECTION 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. The Public Agencies possess the powers referred to in the above recitals. The purpose of this Agreement is to exercise such power jointly by coordinating operations of the Tijuana River Regional Park.

SECTION 2. TERM.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for 25 years from the date hereof or until repealed by any or all parties hereto. This Agreement may be extended for an additional 25 years with the written consent of all parties.

SECTION 3. DESCRIPTION.

The real property to be coordinated shall be those areas defined by, and depicted in, Exhibits "A" and "B", attached hereto and by this reference made a part hereof.

SECTION 4. TITLE.

During the term of this Agreement, or upon Termination of this Agreement, all right, title and interest to the property shall belong to and be vested in the City.

SECTION 5. OPERATION OF TIJUANA RIVER REGIONAL PARK.

County shall, at its cost and subject to availability of funds as determined by the County Board of Supervisors, keep and maintain Tijuana River Regional Park on those lands shown in Exhibits "A"

and "B", in a good and sanitary order, condition and repair, and in a manner acceptable to the City. County coordination of those lands on Exhibit "A" currently under the coordination the State of California will be subject to this Agreement upon approval by the City of the assignment to the County of the State of California's agreement with the City. Those lands, as depicted in Exhibit "B", owned by the City's Water Utility are designated for park use, but this designation shall not preclude free access to the property by the Water Utility for use as an asset for any Water Utility purposes, nor shall such designation preclude disposition or sale of these lands by the Water Utility.

SECTION 6. DEFEND, INDEMNIFY AND HOLD HARMLESS

City shall defend, indemnify, protect, and hold County and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, ("claims"), including injury to City's employees, agents or officers, to the extent such claims arise from, are connected with, or are caused or claimed to be caused by the acts or omissions of City and its agents, officers or employees in performing this Agreement or the services herein, and all expenses of investigating and defending against same. City's duty to indemnify and hold County harmless shall, however, not include any claims arising from the sole misconduct or negligence of the County, its agents, officers or employees.

County shall defend, indemnify, protect, and hold City and its agents, officers and employees harmless from and against any and

all claims asserted or liability established for damages or injuries to any person or property, "claims" including injury to County's employees, agents or officers to the extent such claims arise from, are connected with, or are caused or claimed to be caused by the acts or omissions of County and its agents, officers or employees in performing this Agreement or the services herein, and all expenses of investigating and defending against same. County's duty to indemnify and hold City harmless, however, shall not include any claims arising from the sole misconduct or negligence of City, its agents, officers or employees.

SECTION 7. CITY'S ENTRY ON PREMISES

City reserves, and shall always have the right, during the term of this agreement to enter the property described in Exhibits "A" and "B", for the purpose of viewing and ascertaining the condition thereof, or to protect its interests in the premises or to inspect the operation and maintenance.

SECTION 8. TIJUANA RIVER REVENUE

City and County agree that all revenues, not committed by prior agreements, obtained from Tijuana River Regional Park on the property described in Exhibit "A", including revenues and use fees, shall be collected and used by the County solely for development, operation and maintenance of the Tijuana River Regional Park. All revenues from those lands on the property described as Exhibit "B" shall remain with the City.

SECTION 9. COORDINATION OF OPERATIONS

On or before January 1 of each year the Chief Administrative

Officer of the County and the City Manager of the City, or their designees, shall meet to coordinate any issues regarding development, and operation and maintenance of the areas described in Exhibits "A" and "B".

SECTION 10. GOVERNING LAW.

This Agreement shall in every respect be binding upon the parties hereto and their respective successors and assigns. This Agreement shall be governed by the laws of the State of California.

SECTION 11. PROVISIONS REQUIRED BY LAW.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

SECTION 12. PARTIAL INVALIDITY.

If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

SECTION 13. EXECUTION.

This Agreement may be simultaneously executed in any number of

counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement and it is also understood and agreed that separate counterparts of this Agreement may be separately executed by City and County, all with the same full force and effect as though the same counterpart has been executed simultaneously by each City and County.

SECTION 14. FLOOD CONTROL

This agreement shall not inhibit the City's ability to implement projects or programs on those lands, as depicted on Exhibits "A" and "B", it determines necessary for flood control purposes. Such programs may include infrastructure design and construction, the acquiring or facilitating the acquisition of private property or maintenance within the floodway.

SECTION 15. ENTIRE AGREEMENT.

This Agreement contains the entire agreement. Any amendments must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the date first above written.

CITY OF SAN DIEGO

proved as to form and legality
26th day of March 1996
JOHN W. WITT, City Attorney
By Mike Jackson
Deputy City Attorney

City Manager

COUNTY OF SAN DIEGO

by, Clerk of the Board of Supervisors

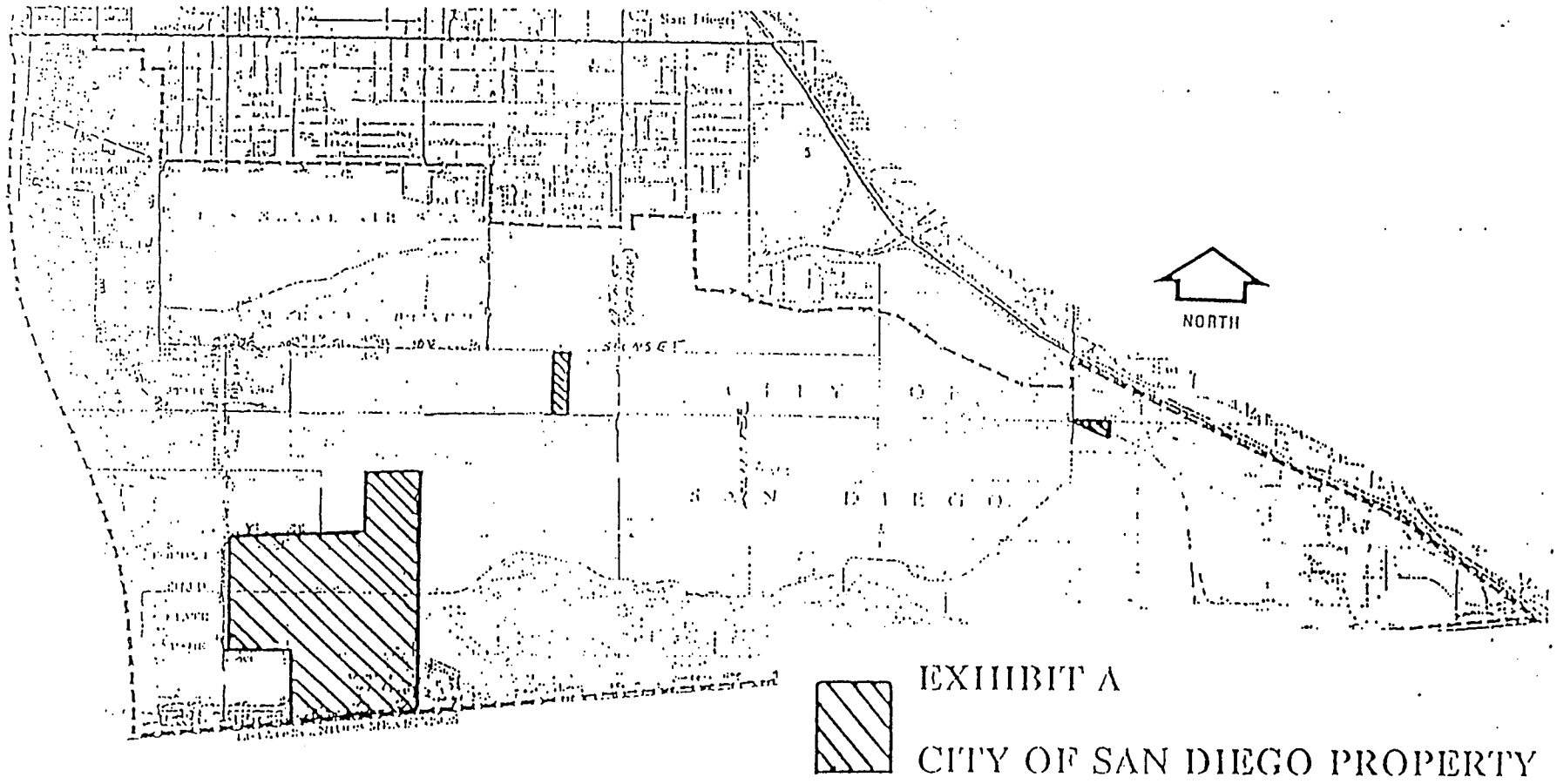
APPROVED AS TO FORM AND
LEGALITY THIS _____
DAY _____ 1996

~~CHIEF DEPUTY CITY ATTORNEY~~

DEPUTY COUNTY COUNSEL



O-18209




# TIJUANA RIVER PARK STUDY

DEPARTMENT OF PARKS AND RECREATION - COUNTY OF SAN DIEGO
5201 RUFFIN ROAD, SUITE P. SAN DIEGO, CA. 92123-1690

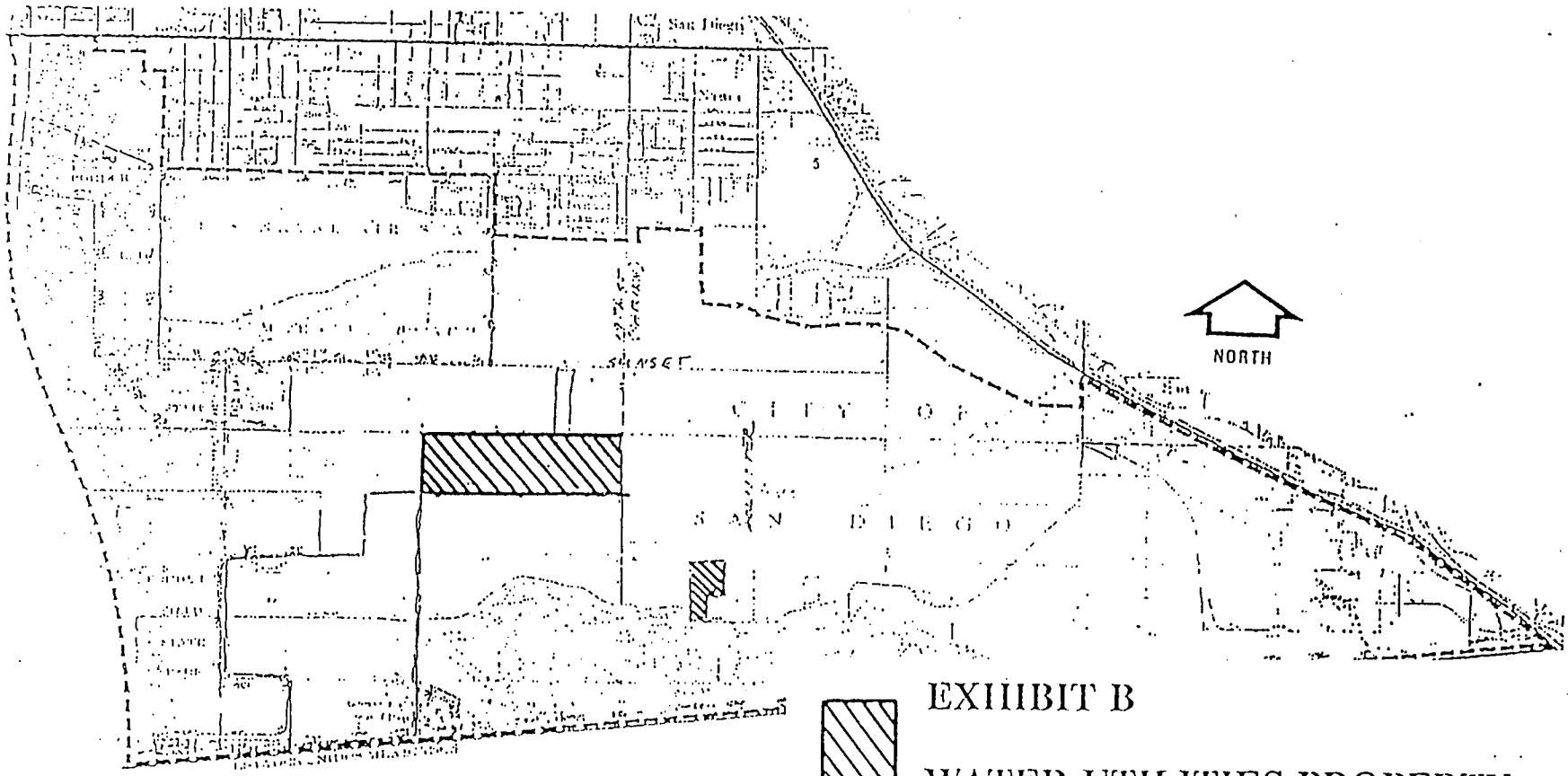



EXHIBIT B

WATER UTILITIES PROPERTY

# TIJUANA RIVER PARK STUDY

DEPARTMENT OF PARKS AND RECREATION - COUNTY OF SAN DIEGO
5201 RUFFIN ROAD, SUITE P. SAN DIEGO, CA. 92123-1690

(O-96-60)

ORDINANCE NUMBER O- 18268 (NEW SERIES)

ADOPTED ON MAR 0 4 1996

ORDINANCE AUTHORIZING A JOINT POWERS AGREEMENT WITH THE COUNTY OF SAN DIEGO REGARDING THE OPERATION AND MAINTENANCE OF TIJUANA RIVER VALLEY PARK AND MISSION TRAILS REGIONAL PARK

BE IT ORDAINED, by the Council of The City of San Diego, that the City Manager or his representative is authorized and empowered to execute, for and on behalf of the City, a 25-year joint powers agreement with the County of San Diego relating to the operation and maintenance of the Tijuana River Valley Park under the terms and conditions set forth in the Joint Exercise of Powers Agreement, on file in the office of the City Clerk as Document Number OO- 18268-1.

BE IT FURTHER ORDAINED, that the City Manager or his representative is authorized and empowered to execute, for and on behalf of the City, a 25-year joint powers agreement with the County of San Diego relating to the operation and maintenance of Mission Trails Regional Park, under the terms and conditions set forth in the Joint Exercise of Powers Agreement, on file in the office of the City Clerk as Document Number OO- 18268-2.

BE IT FURTHER ORDAINED, that this ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By Mary Kay Jackson
Deputy City Attorney

MKJ:mb
10/04/95
Or.Dept:Pk&Rec
O-96-60
Form=o+t

Passed and adopted by the Council of The City of San Diego on MAR 04 1996 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, MCCARTY, VARGAS, MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O- 18268 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said 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 FEB 20 1996 and on MAR 04 1996.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

ORIGINAL

# JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF SAN DIEGO FOR OPERATION OF MISSION TRAILS PARK

THIS AGREEMENT, is made and entered into effective as of th MAR 0 4 1996 _____ day of____ 199____ by and between the City of San Diego ("City"), and the County of San Diego ("County") existing under the laws of the State of California (hereinafter referred to collectively as "Public Agencies").

W I T N E S E T H

WHEREAS, the Public Agencies are each empowered by law to acquire sites, to plan and design public facilities and appurtenances, and to operate sites for park purposes; and

WHEREAS, the Public Agencies wish to operate Mission Trails Regional Park together; and

WHEREAS, the Public Agencies desire to support the operation of Mission Trails Park, it is deemed advisable for the Public Agencies to coordinate the operation of Mission Trails Park, for the benefit of their citizens and others, by jointly exercising their common powers in the manner set forth in this Agreement;

NOW, THEREFORE, the Public Agencies, for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

SECTION 1. PURPOSE.

This Agreement is made pursuant to the provisions of Article



DOCUMENT NO. 00-18268-2
FILED MAR 0 4 1996
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500, hereinafter referred to as the "Act") relating to the joint exercise of powers common to public agencies. The Public Agencies possess the powers referred to in the above recitals. The purpose of this Agreement is to exercise such powers jointly by coordinating operations of Mission Trails Park.

SECTION 2. TERM.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for 25 years from the date hereof or until repealed by any or all parties hereto. This agreement may be extended for an additional 25 years with the written consent of all parties.

SECTION 3. DESCRIPTION.

The real property to be operated shall be those areas defined by, and depicted in, Exhibit "A", attached hereto and by this reference made a part hereof. Upon mutual agreement between the City and County, those lands currently depicited on Exhibit "A" as being managed by the County can be transferred to City management without amending this agreement.

SECTION 4. TITLE.

During the term of this Agreement, or upon termination of this Agreement, all right, title and interest to any portion of the property descibed in Section 3, above, shall belong to and be vested in the Public Agency, which acquired such portion of the property.

SECTION 5. OPERATION OF MISSION TRAILS REGIONAL PARK

The City shall, at its cost and subject to availability of funds as determined by the City Council, keep and maintain Mission Trails Regional Park on those lands as shown in Exhibit A, in a good and sanitary order, condition and repair, and in a manner acceptable to County.

SECTION 6. DEFEND, INDEMNIFY AND HOLD HARMLESS

City shall defend, indemnify, protect, and hold County and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, ("claims") including injury to City's employees, agents or officers, to the extent such Claims arise from, are connected with, or are caused or claimed to be caused by the acts or omissions of City and its agents, officers or employees in performing this Agreement or the services herein, and all expenses of investigating and defending against same. City's duty to indemnify and hold County harmless shall, however, not include any Claims arising from the sole misconduct or negligence of the County, its agents, officers or employees.

County shall defend, indemnify, protect, and hold City and its agents, officers and employees harmless from and against any and all Claims including injury to County's employees, agents or officers to the extent such Claims arise from, are connected with, or are caused or claimed to be caused by the acts or omissions of County and its agents, officers or employees in performing this Agreement or the services herein, and all expenses of investigating

and defending against same. County's duty to indemnify and hold City harmless, however, shall not include any Claims arising from the sole misconduct or negligence of City, its agents, officers or employees.

SECTION 7. COUNTY'S ENTRY ON PREMISES

County reserves, and shall always have the right, during the term of this agreement to enter the property described in Exhibit "A" for the purpose of viewing and ascertaining the condition thereof, or to protect their interests in the premises or to inspect the operation and maintenance.

SECTION 8. MISSION TRAILS REVENUE

City and County agree that all revenues obtained from Mission Trails Regional Park on the property described in Exhibit "A", including antenna revenues and use fees, shall be collected and used by City consistent with the manner which the City expends its antenna revenues as reflected in Council Resolution R-261333 adopted August 6, 1984.

SECTION 9. COORDINATION OF OPERATIONS

On or before January 1 of each year the Chief Administrative Officer of the County and the City Manager, of the City, or their designees shall meet to discuss any issues regarding development, and operation and maintenance of the areas described in Exhibit A.

SECTION 10. GOVERNING LAW

This Agreement shall in every respect be binding upon the parties hereto and their respective successors and assigns. This Agreement shall be governed by the laws of the State of California.

SECTION 11. PROVISIONS REQUIRED BY LAW.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

SECTION 12. PARTIAL INVALIDITY.

If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement,
or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

SECTION 13. EXECUTION.

This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement and it is also understood and agreed that separate counterparts of this Agreement may be separately executed by City and County, all with the same full force and effect as though the same counterpart has been executed simultaneously by each City and County.

SECTION 14. COMMUNICATION FACILITY

As long as a communication complex exists on the summit of Cowles Mountain, operations shall be managed by a joint City and County operations group. Membership on the operations group shall consist of the County's Manager of Microwave/Radio Communications or designee, City's Deputy Director of Communications and Electrical Division or designee, and any others appointed by the operations group. This group will be responsible for the adoption and enforcement of standards used to control the installation, operation, and maintenance of the communication facility. This group will also be responsible for the maintenance and improvement needed for the communication complex and access roadway, following guidelines adopted by the Mission Trails Task Force. Neither the County nor the City shall pay fees for use of or access to the communications facility.

SECTION 15. ENTIRE AGREEMENT.

This Agreement contains the entire agreement. Any amendments must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the date first above written.

oved as to form and legality
26th day of March 1996
JOHN W. WITT, City Attorney
By: Deputy City Attorney

CITY OF SAN DIEGO

City Manager

COUNTY OF SAN DIEGO

by, Clerk of the Board of Supervisors

APPROVED AS TO FORM AND
LEGALITY THIS _____
DAY _____ 1996

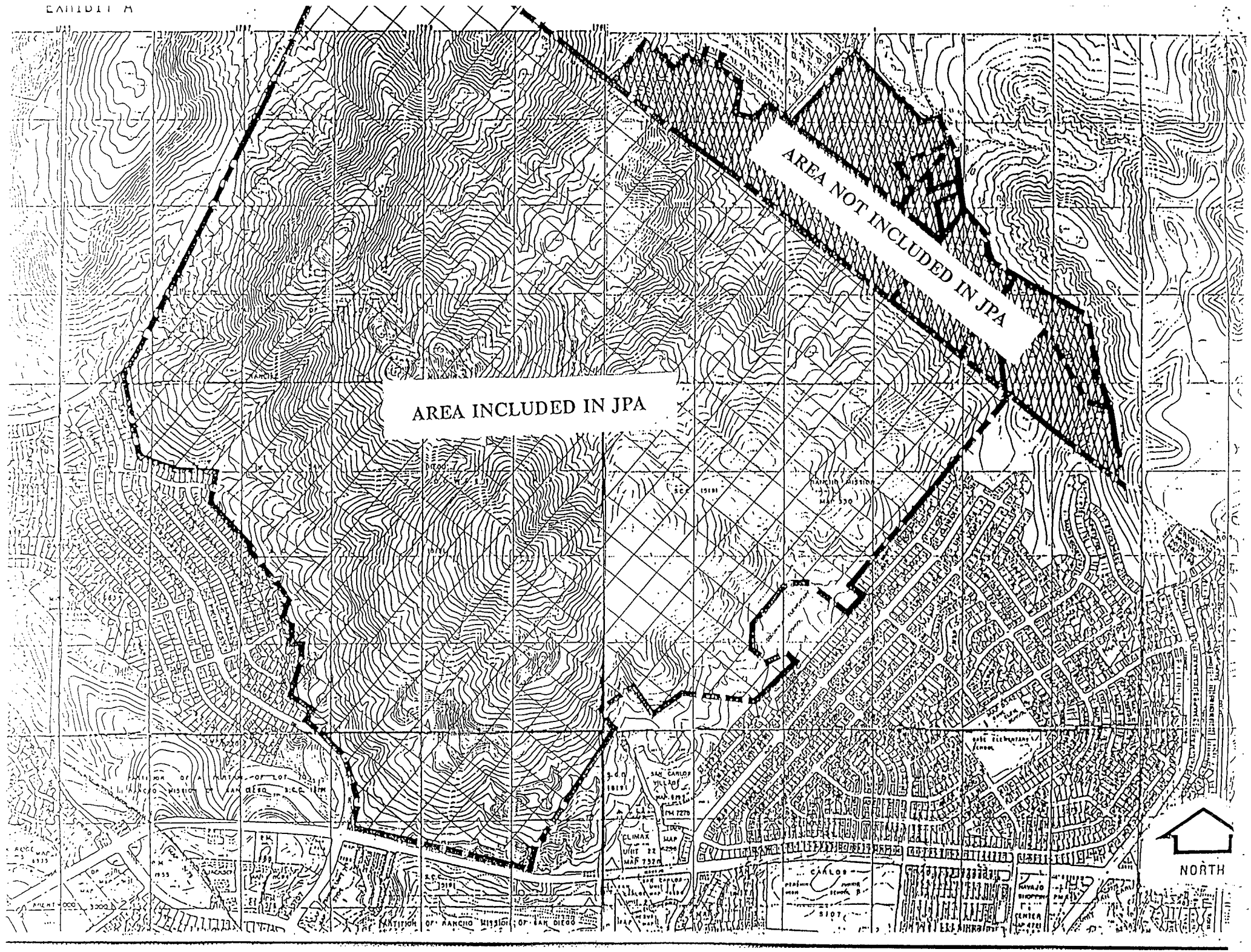
CHIEF DEPUTY CITY ATTORNEY

DEPUTY COUNTY COUNSEL



19265

EXHIBIT A



(O-96-60)

ORDINANCE NUMBER O- 18268 (NEW SERIES)

ADOPTED ON MAR 04 1996

ORDINANCE AUTHORIZING A JOINT POWERS AGREEMENT WITH THE COUNTY OF SAN DIEGO REGARDING THE OPERATION AND MAINTENANCE OF TIJUANA RIVER VALLEY PARK AND MISSION TRAILS REGIONAL PARK

BE IT ORDAINED, by the Council of The City of San Diego, that the City Manager or his representative is authorized and empowered to execute, for and on behalf of the City, a 25-year joint powers agreement with the County of San Diego relating to the operation and maintenance of the Tijuana River Valley Park under the terms and conditions set forth in the Joint Exercise of Powers Agreement, on file in the office of the City Clerk as Document Number OO- 18268-1.

BE IT FURTHER ORDAINED, that the City Manager or his representative is authorized and empowered to execute, for and on behalf of the City, a 25-year joint powers agreement with the County of San Diego relating to the operation and maintenance of Mission Trails Regional Park, under the terms and conditions set forth in the Joint Exercise of Powers Agreement, on file in the office of the City Clerk as Document Number OO- 18268-2.

BE IT FURTHER ORDAINED, that this ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By Mary Kay Jackson
Mary Kay Jackson
Deputy City Attorney

MKJ:mb
10/04/95
Or.Dept:Pk&Rec
O-96-60
Form=o+t

Passed and adopted by the Council of The City of San Diego on MAR 04 1996 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, MCCARTY, VARGAS, MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O- 18268 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said 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 FEB 20 1996 and on MAR 04 1996.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

# COUNTY OF SAN DIEGO

## CHIEF ADMINISTRATIVE OFFICE

## AGENDA ITEM

BOARD OF SUPERVISORS
GREG COX
First District
DIANNE JACOB
Second District
PAM SLATER
Third District
RON ROBERTS
Fourth District
BILL HORN
Fifth District

DATE: May 14, 1996

TO: Board of Supervisors

SUBJECT: Approval of Joint Powers Agreements with the City of San Diego for the Operation of Mission Trails Regional Park and Tijuana River Regional Park (Districts: 1, 2, 3)

**SUMMARY:**

**REFERENCE:**
In accordance with the Board of Supervisors adopted strategic policies, this action will assist in implementing Performance Objective 3.1.1 of Strategy 3, to CREATE A SMALLER, MORE EFFICIENT/PRODUCTIVE ORGANIZATION WITH FEWER SERVICES BETTER DELIVERED. The Board is requested to approve two Joint Powers Agreements with the City of San Diego for the consolidation of operation of Mission Trails Regional Park by the City of San Diego and operation of the Tijuana River Regional Park by the County. This action affects the incorporated and unincorporated areas of the County.

**RECOMMENDATION(s):**
**CHIEF ADMINISTRATIVE OFFICER**

1. Find in accordance with Section 15308 of the California Environmental Quality Act guidelines that the proposed Joint Powers Agreements are categorically exempt from provisions of the guidelines because approval of the Joint Powers Agreements is an action taken by a regulatory agency to assure maintenance, restoration, enhancement, or protection of the environment.
2. Approve and authorize the Clerk of the Board of Supervisors to execute the Joint Powers Agreements between the County of San Diego and the City of San Diego to consolidate operations of Mission Trails Regional Park under the City of San Diego and operations of the Tijuana River Regional Park under the County of San Diego.
3. Authorize the Director, Department of Parks and Recreation, to administer the Agreements.
4. Approve in principle the payment of future Fiscal Year revenue received from the lease of the communications facility on Cowles Mountain, to the City of San Diego for capital improvements to Mission Trails Regional Park. (4 VOTES)

SUBJECT: Approval of Joint Powers Agreements with the City of San Diego for the Operation of Mission Trails Regional Park and Tijuana River Regional Park (Districts: 1, 2, 3)

**FISCAL IMPACT:**
The commitment of the lease revenues, estimated at $72,660 annually, from the antenna complex lease to the City of San Diego for capital improvement projects in Mission Trails is consistent with prior use of the lease revenue. This request requires no additional staffing.

**BACKGROUND:**
In accordance with the Board of Supervisors adopted strategic policies, this action will assist in implementing Performance Objective 3.1.1 of Strategy 3, to CREATE A SMALLER, MORE EFFICIENT/PRODUCTIVE ORGANIZATION WITH FEWER SERVICES BETTER DELIVERED. The Performance Objective states that by April 1996 staff will: review program services and document benefits to the public and the County, identify the impact to the public and the County if the service were eliminated, identify areas where service delivery could be consolidated, and identify estimated cost reductions that could be achieved by eliminating, streamlining, or consolidating services.

In Fiscal Year 1993-94, the County and City Departments of Parks and Recreation began a series of meetings to determine areas where services and programs overlapped, and required both agencies to expend resources to implement the service or program. After reviewing options, it was agreed that consolidating operation of Mission Trails Regional Park by the City of San Diego and the consolidation of operation of Tijuana River Regional Park by the County would improve service to the public without requiring additional resources from either agency.

Currently, both the City of San Diego and the County are property owners in the Mission Trails Regional Park and Tijuana River Regional Park. The properties are contiguous in each, and the public does not discern the various parcels as separate ownerships. The City of San Diego has in the past made the commitment to staff Mission Trails and the County has made a commitment to maintain Tijuana River. Given the staff and resource commitment the City has made at Mission Trails, the public views the City as the operator of the Park. However, since the County is an owner in the Park, the City and the County must coordinate responses to the public and the property, requiring action by staff from both agencies. In the Tijuana River, the roles are reversed and the County is seen as the park agency operating the Park property in the valley.

SUBJECT: Approval of Joint Powers Agreements with the City of San Diego for the Operation of Mission Trails Regional Park and Tijuana River Regional Park (Districts: 1, 2, 3)

BACKGROUND: (CONTINUED)
If approved, these Agreements would provide for each of the agencies to have the authority to operate and maintain the other's property within a single agency's management. Title to the property remains with the agency that acquired the property. Single agency management will reduce the staff time required to jointly coordinate the operations and management of each park. If approved by the Board, a single agency, the City for Mission Trails and the County for Tijuana River, will be in place to coordinate activities and concerns regarding the parks, thereby allowing each agency to respond quickly and effectively to the public.

Because the City's properties in the Tijuana River are divided between general City property and property held within the Water Utilities Department, separate Agreements for each park are needed, but are being proposed for approval together. Both Agreements are for twenty-five (25) years with an additional twenty-five (25) years, with the consent of both parties. The Agreements can be terminated by either party by action of the governing body. Revenues produced by leases or use fees, except for those on property owned by the City Water Utilities and funded by Coastal Conservancy Grants, will be transferred to the operating agency for the development or operation of the park in which the revenues were produced.

There are minor differences between the two Agreements. In the Tijuana River Park Agreement, there is specific language relating to legal restrictions on land owned by the City Water Utilities and property purchased through the Coastal Conservancy. In the Mission Trails Agreement, the use of the County's portion of the antenna revenues is limited to capital improvements in the Park. This use of the County's portion of funds is consistent with the manner in which the City expends its antenna revenue as reflected in Council Resolution R-261333 adopted August 6, 1984. The San Diego City Council approved each of these Agreements on March 4, 1996.

In Mission Trails Regional Park, the City is the majority land owner and is viewed by the public as the agency that has been providing the bulk of operations and maintenance for the property. The County's role has been to supplement the City's operations efforts through the use of honor camps and volunteers. In addition to supplementing the operations efforts, the County has appropriated $356,085 for construction of the Cowles Mountain Staging Area and transferred $371,325 to the City for construction of the Visitors Center in Mission Trails Park from the County's share of the lease revenues from the antenna complex on Cowles Mountain.

**SUBJECT:** Approval of Joint Powers Agreements with the City of San Diego for the Operation of Mission Trails Regional Park and Tijuana River Regional Park (Districts: 1, 2, 3)

**BACKGROUND: (CONTINUED)**
Approval of the Joint Powers Agreement would result in the immediate transfer of the operations responsibility for the jointly-owned Cowles Mountain property to the City. The County will retain control of leasing the portion of the communications complex that it occupies, even though the lease revenue will go to the City. County Counsel has indicated that since both the City and County own the property, both will have to jointly execute any documents which transfer property rights such as leases, permits or easements.

Currently, there are four antenna agreements at the communications facility that produce total annual revenue of $97,585.08 which is evenly divided between the City and County. This action would transfer the County's portion of the lease revenue ($48,792.54) to the City. These funds could be used only for capital improvements in Mission Trails Park.

The County's acquisition of property in the Tijuana River began in 1991 and now totals 737 acres. The County is the single largest land holder in the valley and County staff maintains and operates the Park. As is the case for the City in Mission Trails, the public views the County as the most visible and responding park agency in the Tijuana River Park. Operating and maintaining the additional City land will not require additional County staff, as current staff coordinates meeting the public's concerns and expectations on a case-by-case basis with City staff. This Agreement would provide the authority for County staff to directly respond to the public and property needs, thereby reducing time needed to coordinate with City staff.

**ENVIRONMENTAL:**
Find in accordance with Section 15308 of the California Environmental Quality Act guidelines that the proposed Joint Powers Agreements are categorically exempt from provisions of the guidelines because approval of the Joint Powers Agreements is an action taken by a regulatory agency to assure maintenance, restoration, enhancement, or protection of the environment.

Respectfully submitted,

GARY R. STEPHANY
Chief Administrative Officer (Acting)

**BOARD OF SUPERVISORS**
**AGENDA ITEM**
**INFORMATION SHEET**

**SUBJECT:** Approval of Joint Powers Agreements with the City of San Diego for the Operation of Mission Trails Regional Park and Tijuana River Regional Park

**SUPV DIST:** 1, 2, 3

**COUNTY COUNSEL APPROVAL:** Form and Legality (X) Yes ( ) N/A
( ) Standard Form ( ) Ordinance ( ) Resolution

**CHIEF FINANCIAL OFFICER/AUDITOR REVIEW:** ( ) N/A (X) Yes
4 Votes: (X) Yes ( ) No

**CONTRACT REVIEW PANEL:** ( ) Approved_____ (X) N/A

**CONTRACT NUMBER(S):**

**PREVIOUS RELEVANT BOARD ACTION:**

06/15/93(23) Approved the transfer of $371,325 of antenna funds to the City of San Diego for construction of the Mission Trails Visitors Center.

06/13/89(82) Approved the appropriation of $356,085 of antenna funds for construction of the Staging Area at Mission Trails.

**BOARD POLICIES APPLICABLE:** None

**CITIZENS COMMITTEE STATEMENT:**
The San Diego County Parks Advisory Committee has reviewed and approved this proposal. The Mission Trails Regional Park Citizens Advisory Committee and Task Force have reviewed and approved this proposal.

**CONCURRENCE(S):** Department of Information Services
Department of General Services

**ORIGINATING DEPARTMENT:** PARKS AND RECREATION

**CONTACT PERSON:** Melissa Lowrey 750/694-3038 029

DEPARTMENT AUTHORIZED REPRESENTATIVE

May 14, 1996
MEETING DATE

# NOTICE OF EXEMPTION

TO: ____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: County of San Diego
Department of Parks and Recreation

__X__ Recorder/County Clerk (A33)
County of San Diego

Project Title: Approval of Joint Powers Agreements with the City of San Diego for the Operation of Mission Trails Regional Park and Tijuana River Regional Park

Project Location - Specific: Mission Trails Regional Park and Tijuana River Regional Park

Project Location - Thomas Brothers Mission Trails (Page 1250, G-2) Tijuana River (Page 1349, H-5)

Project Location - City: San Diego

Project Location - County: San Diego

Project Description: Approval of Joint Powers Agreements for the operation of Mission Trails Regional Park and Tijuana River Regional Park

Name of Public Agency Approving Project: County of San Diego, Department of Parks and Recreation

Name of Person or Agency Carrying Out Project: Department of Parks and Recreation

Exempt Status: (Check One)

[ ] Ministerial (Sec. 21080(b)(1); 15268);

[ ] Declared Emergency (Sec. 21080(b)(3); 15269(a);

[ ] Emergency Project (Sec. 21080(b)(4); 15289(b)(c);

[ X ] Categorical Exemption. State Type and Sec. No. 15308

[ ] Section 15061(b)(1) - Activity is exempt from CEQA because it is not a project as defined in Section 15378.

[ ] Section 15061(b)(3) - It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and the activity is not subject to CEQA.

Reasons Why Project is Exempt: Approval of the Joint Powers Agreements is an action taken by a regulatory agency to assure maintenance, restoration, enhancement or protection of the environment.

Lead Agency Contact Person: Melissa Lowrey Area Code/Telephone/Extension: (619) 694-3038

If Filed by Applicant: N/A

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?
( ) Yes ( X ) No

Signature: _____ Area Code/Telephone/Extension: (619) 694-3031

[ X ] Signed by Lead Agency
[ ] Signed by Applicant

Date received for filing at OPR: _____

FOR USE OF THE CLERK OF THE BOARD OF SUPERVISORS ONLY

On _____, Board Order No. _____ the Board of Supervisors of the County of San Diego approved the project and made the above environmental determinations regarding the above described project.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By: _____

cc: Department of Planning and Land Use (0650)
Department of Parks and Recreation Department (029)
Attention: Melissa Lowrey

Rev. 11/95

COUNTY OF SAN DIEGO, CALIFORNIA

# CONTRACT FISCAL CERTIFICATION

*EASE NOTE INSTRUCTIONS ON REVERSE SIDE OF GOLDENROD COPY.*

| (1.) | Contract No. | Item No. | CL |
|---|---|---|---|
| New | X 35808 | | A |
| Change | | | |

Date: April 11 19 96

| Amend. No. | Chg. Order No. | Proj. No. |
|---|---|---|
| | | |

**AUDITOR'S USE ONLY**

$

PRE-AUTHORIZATION

| Type | Adv. Repay | Escrow % | PY |
|---|---|---|---|
| | | | |

Vendor Code

**ORIGINATING DEPARTMENT** Parks and Recreation

In accordance with County Charter, Section 801, and other County policies, the following information is submitted:

Name and Address of Contractor City of San Diego

Nature, purpose or description of contract: JPA for operation of Tijuana Regional Park

Effective Date (Mo / Day / Yr) (5.) Expiration Date 05 / 01 / 21 (Mo / Day / Yr) (6.) Total Contract Amount $ -0- ☒ Act. ☐ Est.

Appropriation Transfer or Appropriation of Revenue required

X No ____ Yes (Attach completed Form 265)

Current Fiscal Year Accounting Information:

| | EXPENDITURE | REVENUE |
|---|---|---|
| ORG UNIT | 5100 | 5100 |
| ACCOUNT | | |
| TASK | | |
| OPTION | | |
| ACT/WORK AUTH | | |
| AMT TO ENCUMBER | $ -0- | XXXXXXXX |
| EST REVENUE | XXXXXXXXXXX | $ -0- |

(10.) If contract extends beyond the current fiscal year, please complete a schedule of the actual/estimated amount(s) for the subsequent fiscal years.

| | EXPENDITURE | REVENUE |
|---|---|---|
| 1st Subsequent F.Y. | | |
| 2nd Subsequent F.Y. | | |
| 3rd Subsequent F.Y. | | |
| All Subsequent F.Y.'s | | |

(11.) Please designate Melissa Lowrey as the County employee responsible for administration of this contract.
Telephone: 694-3038

(12.) County Officer Director of Parks and Recreation
By Shirley A. Ramsay Signature & Title

Remarks: Option to extend an additional 25 years. County to maintain park.

## APPROVALS CBO:SF:gh

**EOMO APPROVAL:**

____ Complies ____ Not Required

Officer Victor A. Nieto, Director

By _____ Signature & Title Date

**PURCHASING AGENT'S ACTION:**

Officer N/A Signature & Title Date

(14.) **AUDITOR AND CONTROLLER APPROVAL:**

Votes Required 3 X 4 ____ N/A ____

Board of Supervisors' Approval Required ☒
Purchasing Agent's Approval Required ☐
Other ☐

Robert Booker, Ed.D., Chief Financial Officer/AUDITOR AND CONTROLLER
By _____ Signature & Title 4/15/96 Date

**APPROVAL ROUTING SEQUENCE**

1. County Counsel*
2. EOMO*
3. Auditor and Controller
4. Clerk of the Board or Purchasing Agent

* *as required*

**DISTRIBUTION:**

WHITE – Clerk of the Board or Purchasing Agent
GREEN – Originating Dept - Final
CANARY – Auditor & Controller
PINK – Auditor & Controller
GOLDENROD – Originating Dept. - Preliminary

(16.) **BOARD ACTION:**

AC 176 (Rev. 3/86)

COUNTY OF SAN DIEGO, CALIFORNIA

# CONTRACT FISCAL CERTIFICATION

*EASE NOTE INSTRUCTIONS ON REVERSE SIDE OF GOLDENROD COPY.*

| | | Contract No. | Item No. | CL |
|---|---|---|---|---|
| 1. New | X | 35809 | | A |
| Change | | | | |

Date: April 11 19 96

| Amend. No. | Chg. Order No. | Proj. No. |
|---|---|---|
| | | |

**AUDITOR'S USE ONLY**

$

PRE-AUTHORIZATION

| Type | Adv. Repay | Escrow % | PY |
|---|---|---|---|
| | | | |

Vendor Code

ORIGINATING DEPARTMENT Parks and Recreation

In accordance with County Charter, Section 801, and other County policies, the following information is submitted:

Name and Address of Contractor City of San Diego

Nature, purpose or description of contract: JPA for operation of Mission Trails Park

Effective Date (Mo / Day / Yr) 5. Expiration Date 05 (Mo) 01 (Day) 21 (Yr) 6. Total Contract Amount $ -0- ☐ Act. ☐ Est.

Appropriation Transfer or Appropriation of Revenue required

X No ____ Yes (Attach completed Form 265)

Current Fiscal Year Accounting Information:

| | EXPENDITURE | REVENUE |
|---|---|---|
| ORG UNIT | 5100 | 5100 |
| ACCOUNT | | |
| TASK | | |
| OPTION | | |
| ACT/WORK AUTH | | |
| AMT TO ENCUMBER | $ -0- | XXXXXXXX |
| EST REVENUE | XXXXXXXXXXX | $ -0- |

10. If contract extends beyond the current fiscal year, please complete a schedule of the actual/estimated amount(s) for the subsequent fiscal years.

| | EXPENDITURE | REVENUE |
|---|---|---|
| 1st Subsequent F.Y. | | |
| 2nd Subsequent F.Y. | | |
| 3rd Subsequent F.Y. | | |
| All Subsequent F.Y.'s | | |

11. Please designate Melissa Lowrey as the County employee responsible for administration of this contract. Telephone: 694-3038

12. County Officer Director of Parks and Recreation

By Shirley A Ramsay Sr Acct
Signature & Title

Remarks: Option to extend an additional 25 years. City of San Diego shall maintain Park.

## APPROVALS

CBO:SF:gh

**EOMO APPROVAL:**

____ Complies ____ Not Required

Officer Victor A. Nieto, Director

By ____
Signature & Title Date

**PURCHASING AGENT'S ACTION:**

Officer N/A
Signature & Title Date

**14. AUDITOR AND CONTROLLER APPROVAL:**

Votes Required 3 X 4 ____ N/A ____

Board of Supervisors' Approval Required ☒
Purchasing Agent's Approval Required ☐
Other ☐

Robert Booker, Ed.D., Chief Financial Officer/ AUDITOR AND CONTROLLER

By Sherry Angel Sr Acct 4/15/96
Signature & Title Date

**APPROVAL ROUTING SEQUENCE**

1. County Counsel*
2. EOMO*
3. Auditor and Controller
4. Clerk of the Board or Purchasing Agent

* as required

**DISTRIBUTION:**

WHITE – Clerk of the Board or Purchasing Agent
GREEN – Originating Dept - Final
CANARY – Auditor & Controller
PINK – Auditor & Controller
GOLDENROD – Originating Dept. - Preliminary

**16. BOARD ACTION:**

# AGENDA REFERRAL TRACKING SYSTEM March 04, 1999

**RefID:** 205000020

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Brd Dt:** | | **Initiator:** | 0200 | **Leaders:** COPPER | **Depts:** | | **Status:** OPEN |
| **Due Dt:** | 6/30/1999 | **Manager:** | 0200 | **Coords:** SAIPE - RAST | **Categ:** | **ID#:** 205000020 | **Priority:** NORMAL |
| **Rev Dt:** | | | | | | | |
| **Cmp Dt:** | | | | | | | |

**Subject:** DPR - Otay Valley Regional Park acquisitions

**Cmnt:** 3/4/99 - No acquisitions to report. See attached e-mail from Hector.

**Action:** Please provide an update of acquisition activities in Otay Valley Regional Park, since 6/30/98, in text and graphic formats. Thank you.