COPY

JOINT EXERCISE OF POWERS AGREEMENT AMONG THE COUNTY OF SAN DIEGO AND THE CITIES OF CHULA VISTA AND SAN DIEGO FOR THE OTAY VALLEY REGIONAL PARK

THIS AGREEMENT, dated for convenience as of the 5th day of July 2006 is entered into by the Cities of Chula Vista and San Diego, California Municipal Corporations, and the County of San Diego, a political subdivision of the State of California, (hereinafter referred to individually or collectively as Public Agency or Public Agencies).

R E C I T A L S

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

WHEREAS, the Public Agencies desire to coordinate acquisition, planning, and design of the Otay Valley Regional Park (OVRP) for the benefit of their citizens and the public; and

WHEREAS, joint cooperation and participation among the Public Agencies will be mutually beneficial and in the public interest; and

WHEREAS, the Public Agencies have acquired property for OVRP and wish to coordinate the operation and maintenance of OVRP 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 agree as follows:

SECTION 1. Rescind Original JEPA.

The Joint Exercise of Powers Agreement for the Planning and Acquisition for OVRP dated January 30, 1990 is hereby rescinded and replaced in its entirety by this Agreement.

DOCUMENT NO. RR 301593
JUN 27 2006
FILED
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

SECTION 2. 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, (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 acquisition, planning, design, operations and maintenance of the OVRP.

SECTION 3. Term.

This Agreement shall become effective when executed by all parties and shall continue in full force and effect for 25 years from the date hereof or until terminated by any of the agencies upon 30 days written notice to the other agencies. At the expiration of the term provided for herein, any money appropriated by the Public Agencies for the implementation of this Agreement which has not been spent shall be returned to the parties in proportion to their respective contributions.

SECTION 4. Definitions.

Developed Recreation - Areas that have been altered to provide for active recreational use, such as sports fields, turf areas, recreation centers, and paved parking.

Maintenance - The normal maintenance duties of an agency's ranger staff that includes, but not limited to:

- Removal of litter and illegal dump sites;
- Installing and repairing fencing and gates;
- Constructing and maintaining trails;
- Site remediation (i.e. erosion control).

Natural open space – Areas that are managed for habitat value and passive recreation, such as trails and staging areas with interpretive facilities.

Operations - The normal operation duties of an agency's ranger staff that include:

- Developing and conducting nature walks and other interpretive programs on the natural and historical features of the OVRP;
- Designing and preparing exhibits and information materials related to OVRP;
- Serving as liaison to other jurisdictional departments and agencies, community groups and organizations, and the public regarding OVRP facilities, services and improvements;
- Patrolling roads and trails in OVRP to monitor park usage and to enforce park rules and regulations;
- Answering questions and explaining/enforcing OVRP policies and regulations, and issues;
- Developing, coordinating and administering OVRP maintenance and security contracts;
- Assigning, training, and evaluating the work of contractors and volunteer OVRP staff;
- Maintaining records of OVRP activities and preparing reports regarding OVRP;
- Providing first aid assistance;
- Monitoring OVRP use by the public; and
- Preparing and monitoring an annual OVRP budget.

SECTION 5. Boundaries.

The boundaries of the territory within which the Public Agencies shall exercise their powers under this Agreement shall be the boundaries of the approved Concept Plan map as adopted by the Public Agencies on May 23, 2001 (see Exhibit "A") except for the City of San Diego reservoirs as depicted on Exhibit "A".

A depiction of the Concept Plan boundaries shall not be construed to affect the uses to which any property may legally be devoted and is not intended to constitute an announcement of the Public Agencies' intent to acquire, by purchase or condemnation, any particular parcel of property located within said boundaries, but rather is intended to facilitate continued planning for potential future park development.

SECTION 6. Policy Committee.

A Policy Committee consisting of three elected representatives appointed respectively by the San Diego County Board of Supervisors, the Chula Vista City Council and the San Diego City Council shall, by unanimous vote, set the policies for the administration of this Agreement including the resolution of any issues or disputes that have not been satisfactorily resolved through coordination efforts described in Section 16 herein. The representative for the County of San Diego shall be a member of and appointed by the County Board of Supervisors. The representative from the City of Chula Vista shall be a member of and appointed by the City Council. The representative from the City of San Diego shall be a member of and appointed by the City Council. Appointment to the Policy Committee shall be for a term not to exceed the appointee's current term in office. A quorum for the purposes of conducting business will consist of two members of the Policy committee. In the absence of a quorum, a single member present may move to adjourn.

The Policy committee may adopt bylaws, rules and regulations as required to conduct meetings and business.

The Policy Committee shall conduct regular meetings at least annually and at such other times as may be determined by the Committee or provided for in its bylaws.

The Policy Committee shall appoint a Citizen Advisory Committee and oversee its activities. The Policy Committee may also appoint alternates for Citizen Advisory Committee Representatives.

The Ralph M. Brown Act (Government Code Sections 54950-54963) shall govern the proceedings, noticing and general activities of the Policy Committee.

SECTION 7. Citizen Advisory Committee.

The Citizen Advisory Committee shall consist of thirty members appointed by the Policy Committee. The Citizen Advisory Committee shall select from its membership a chairperson and a vice-chairperson. The Citizen Advisory Committee shall be comprised of members of the community, members of community organizations, property owners and others interested in OVRP as determined by the Policy Committee. The purpose of the Citizen Advisory Committee is to advise the Policy Committee on matters on which the Policy Committee requests such advice and to support agency staff in various park matters.

The Citizen Advisory Committee members shall serve at the pleasure of the Policy Committee for a term to be set by the Policy Committee. A quorum for purposes of conducting business shall consist of 12 committee members or alternates. A simple majority of the members present shall be required to take action on an item.

In the absence of a quorum, a single member present may move to adjourn.

The Ralph M. Brown Act (Government Code Sections 54950-54963) shall govern the proceedings, noticing and general activities of this Citizen Advisory Committee.

SECTION 8. Administration.

This Agreement shall be administered by the Public Agencies. This Agreement shall be administered on behalf of the County of San Diego by the Director of Parks and Recreation; on

behalf of the City of San Diego by the Director of Park and Recreation; and on behalf of the City of Chula Vista by the City Manager or his/her designee per written designation.

The County of San Diego agrees to act as lead agency for purposes of scheduling meetings, preparing agendas, recording minutes and maintaining records related to the planning, design, operations and maintenance of the OVRP.

SECTION 9. Privileges and Immunities.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the Public Agencies when performing their respective functions within their territorial limits, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extra-territorially under this Agreement.

SECTION 10. Records and Accounts.

Each Public Agency shall be strictly accountable for all funds and shall report all receipts and disbursements related to the acquisition of real property for OVRP and to the operation and maintenance of OVRP under this Agreement.

SECTION 11. Title of Property.

All right, title and interest to the real property acquired for the OVRP shall belong to and be vested in the Public Agency, i.e., the County of San Diego, the City of Chula Vista, or the City of San Diego, that acquired the real property. Termination of this Agreement shall not change the right, title, or interest of any real property comprising the OVRP. If the property is in another jurisdiction, the Public Agency that acquired the real property may retain ownership of the property or may transfer ownership to the jurisdiction in which the property is located if the

Public Agency in whose jurisdiction the property is located provides its written consent to the transfer.

SECTION 12. Operations and Maintenance of the OVRP

A. At its cost, the City of San Diego shall operate and maintain the public lands designated for natural open space purposes in Area "A" on Exhibit "A." The City of San Diego shall maintain these lands in a good and sanitary order, condition and repair and in a manner reasonably acceptable to the City of Chula Vista and County of San Diego. This obligation applies irrespective of which Public Agency owns the public lands in Area "A," but the obligation is subject to the availability of funds as determined by the San Diego City Council.

B. At its cost, the County of San Diego shall operate and maintain the public lands designated for natural open space purposes in Areas "B" and "C" on Exhibit "A." The County of San Diego shall maintain these lands in a good and sanitary order, condition and repair and in a manner reasonably acceptable to the City of Chula Vista and City of San Diego. This obligation applies irrespective of which Public Agency owns the public lands in Areas "B" and "C," but the obligation is subject to the availability of funds as determined by the County of San Diego Board of Supervisors.

C. At its sole cost, the City of San Diego shall operate and maintain for water resources purposes (lake operations, water-related recreation, and watershed protection), all of the land in Area "C" on Exhibit "A" that the City of San Diego owns. This obligation shall be subject to the availability of funds as determined by the San Diego City Council.

D. The obligations of the City of San Diego and County of San Diego to operate and maintain the natural open space property in Areas "A" and "B" on Exhibit "A" owned by the City of Chula Vista in fee or through an easement restricting development are contingent on the

City of Chula Vista paying to the City and County of San Diego the funds reasonably necessary for this purpose. However, the City of Chula Vista's obligation to pay the City and County of San Diego is subject to the availability of funds as determined by the Chula Vista City Council.

E. The obligations specified above to operate and maintain the public lands designated for natural open space purposes in Areas "A" and "B" on Exhibit "A" do not include those responsibilities specified in the Multiple Species Conservation Program Subarea Plans, the Otay Ranch Resource Management Plan or the Western Otay Valley Regional Park Natural Resources Management Plan, unless otherwise agreed to under separate instrument.

F. The City of San Diego, the City of Chula Vista and the County of San Diego shall each be solely responsible for operating and maintaining lands in OVRP that the respective Public Agency acquires or acquired that is or will be developed for purposes of active recreation (lands not designated for natural open space purposes).

G. Upon the approval of the owning Public Agency and approval by the Policy Committee, a Public Agency shall have the right to enter said property for the purpose of constructing open space amenities (i.e. trails, kiosks, signage, staging area).

SECTION 13. Defense and Indemnity

A. Claims Arising From Sole Acts or Omissions of County of San Diego.

The County of San Diego (County) hereby agrees to defend and indemnify the City of San Diego and/or City of Chula Vista, and their respective agents, officers and employees, from any claim, action or proceeding against the City of San Diego and/or City of Chula Vista, arising solely out of the acts or omissions of the County in the performance of this Agreement. At its sole discretion, the City of San Diego and/or City of Chula Vista may participate at its own expense in the defense of any claim, action or proceeding, but such

participation shall not relieve the County of any obligation imposed by this Agreement. The City of San Diego and/or City of Chula Vista shall promptly notify the County of any claim, action or proceeding and cooperate fully in the defense.

B. Claims Arising From Sole Acts or Omissions of City of San Diego.

The City of San Diego hereby agrees to defend and indemnify the City of Chula Vista and/or the County of San Diego, and their respective agents, officers and employees, from any claim, action or proceeding against the City of Chula Vista and/or the County of San Diego, arising solely out of the acts or omissions of the City of San Diego in the performance of this Agreement. At its sole discretion, the City of Chula Vista and/or the County of San Diego may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the City of San Diego of any obligation imposed by this Agreement. The City of Chula Vista and/or the County of San Diego shall promptly notify the City of San Diego of any claim, action or proceeding and cooperate fully in the defense.

C. Claims Arising From Sole Acts or Omissions of City of Chula Vista.

The City of Chula Vista hereby agrees to defend and indemnify the City of San Diego and/or the County of San Diego, and their respective agents, officers and employees, from any claim, action or proceeding against the City of San Diego and/or the County of San Diego, arising solely out of the acts or omissions of the City of Chula Vista in the performance of this Agreement. At its sole discretion, the City of San Diego and/or the County of San Diego may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve City of Chula Vista of any obligation imposed by this Agreement. The City of San Diego and/or the County of San Diego shall promptly notify the City of Chula Vista of any claim, action or proceeding and cooperate fully in the defense.

D. Claims Arising From Concurrent Acts or Omissions.

The County of San Diego hereby agrees to defend itself, the City of San Diego hereby agrees to defend itself and the City of Chula Vista hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of the County of San Diego, City of San Diego and/or City of Chula Vista. In such cases, County of San Diego, City of San Diego and City of Chula Vista agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subsection F below.

E. Joint Defense.

Notwithstanding subsection D above, in cases where the County of San Diego, City of San Diego and/or City of Chula Vista agree in writing to a joint defense, the County of San Diego, City of San Diego and/or City of Chula Vista may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of the County of San Diego, City of San Diego and/or City of Chula Vista. Joint defense counsel shall be selected by mutual agreement of the parties. The parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subsection F below. The parties further agree that no party may bind the other party or parties to a settlement agreement without the written consent of the other party or parties.

F. Reimbursement and/or Reallocation.

Where a final judgment of a court or an arbitration award allocates or determines the comparative fault of the parties, the County of San Diego, City of San Diego and/or City of

Chula Vista may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

SECTION 14. Entrance on Premises

Each Public Agency reserves and shall always have the right to enter the land that it owns irrespective of whether the land is in Area "A," "B" or "C" on Exhibit "A."

SECTION 15. OVRP Revenue

The Public Agencies agree that all revenues obtained from the operation and use of the OVRP natural open space property shown in Areas "A","B" and "C" on Exhibit "A" shall be collected by the Public Agency managing the lands and shall be used exclusively for OVRP natural open space purposes as defined in Section 2. For lands shown in Exhibit "A", Area "C", all water-related revenues will remain with the City of San Diego, but all natural open space related revenues shall be collected by the County of San Diego Parks and Recreation Department and used exclusively for OVRP natural open space purposes.

SECTION 16. Coordination of Operations and Budget.

On or before December 31 of each year, the Chief Administrative Officer of the County of San Diego and the City Managers of the Cities of San Diego and Chula Vista, or their designees, shall meet to review and resolve any issues or disputes regarding development, operation and maintenance, and to determine an annual budget for the OVRP natural open space lands, shown in Exhibit "A", that is equitable to each public agency and arrange for transfers of funds as may be authorized by their respective agencies.

SECTION 17. Notices.

Any notice or notices provided by this Agreement or required by law to be given or served upon the Public Agencies may be given by depositing the same in the United States

mail, postage prepaid, addressed to the Director of Parks and Recreation, County of San Diego, 5201 Ruffin Road, Suite P, San Diego, CA 92123; Park and Recreation Director, City Administration Building, 202 "C" Street, Ninth Floor, San Diego CA 92101; or City Manager, City of Chula Vista at 276 4th Avenue, Chula Vista, CA 92010 or to such addresses as the Public Agencies may subsequently specify in writing.

SECTION 18. 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 19. 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 any party the Agreement shall forthwith be physically amended to make such insertion or correction.

SECTION 20. 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 be unaffected thereby and shall remain valid and be enforced to the fullest extent permitted by law.

SECTION 21. 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. It is also understood and agreed that separate counterparts of this Agreement may be separately executed by City of San Diego, City of Chula Vista, and County of San Diego, all with the same full force and effect as though the same counterpart has been executed simultaneously by each City and the County of San Diego.

SECTION 22. Termination.

The Agreement may be terminated upon written notice by any of the Public Agencies to the other Public Agencies and shall be effective no less than 30 days after receipt, unless a shorter time is agreed upon in writing by the Public Agencies.

SECTION 23. Entire Agreement.

This Agreement contains the entire understanding to the parties with respect to the subject matter contained herein. All prior understandings and representations, written and oral, are superseded by this Agreement. No term or provision hereof may be changed, waived, discharged or terminated unless the same be in writing and signed by the parties to the Agreement.

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

CITY OF CHULA VISTA

Mayor

ATTEST:

for City Clerk

CITY OF SAN DIEGO

City Manager

ATTEST:

City Clerk

COUNTY OF SAN DIEGO

By:

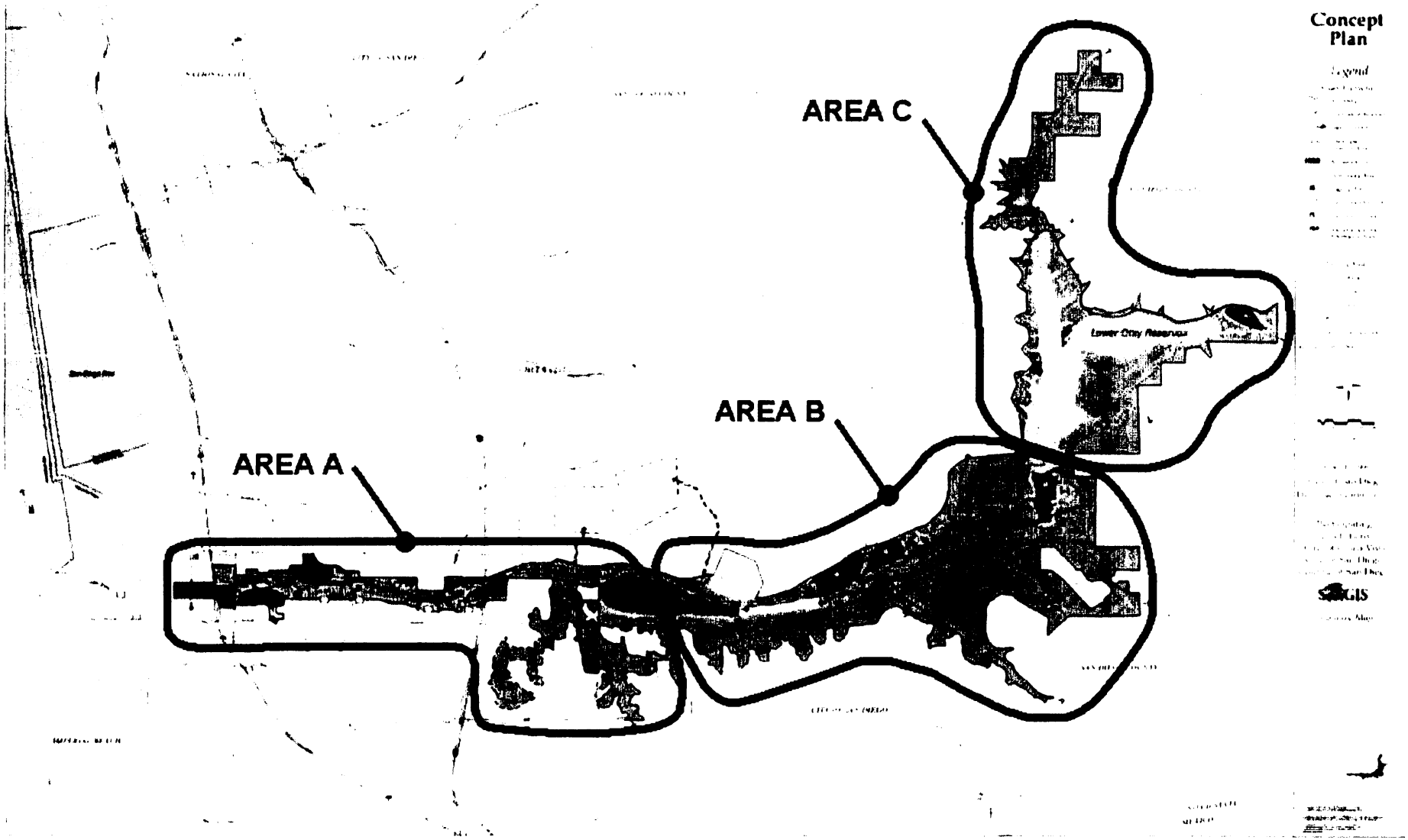
Director of Parks and Recreation

Approved as to form and legality
this 21st day of July 2004
MICHAEL J. AGUIRRE, City Attorney
By
Deputy City Attorney

R- 301593

OTAY VALLEY REGIONAL PARK

EXHIBIT A



(R-2006-991) 103

6/27/06

RESOLUTION NUMBER R- 301593

DATE OF FINAL PASSAGE JUL - 5 2006

WHEREAS, the concept of creating a regional park in the Otay Valley was first introduced to the Mayor and City Council in a memorandum dated April 6, 1998; and

WHEREAS, on April 30, 1990, the Council adopted Resolution No. R-275620 approving the establishment of the Otay Valley Regional Park Joint Exercise of Powers Agreement [JEPA]; and

WHEREAS, the JEPA established the Policy Committee [PC] and the Citizens Advisory Committee [CAC] for the planning of the jurisdiction and design of Otay Valley Regional Park; and

WHEREAS, on October 10, 2005, the Council adopted Resolution No. R-300902 approving the revised Otay Valley Regional Park Joint Exercise of Powers Agreement to address maintenance and operations between the jurisdictions; and

WHEREAS, the JEPA approved on October 10, 2005 contained language addressing the minimum number of votes necessary for the Citizens Advisory Committee [CAC] to take action, and whereas this language needs to be modified; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor be and is hereby authorized and empowered to execute the revised Otay Valley Regional Park Joint Exercise of Powers Agreement [Agreement], under the terms and conditions set forth in the Agreement among the Cities of San Diego and Chula Vista and the County of San Diego, a copy of which is on file in the Office of the County Recorder as Document No. RR- 301593.

BE IT FURTHER RESOLVED, that this activity is not a "project" and therefore is not subject to California Environmental Quality Act [CEQA] pursuant to the State Guidelines Section 15060(c)(3). Future activities involving physical effects to the environment will require further environmental review under CEQA.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Shannon M. Thomas
Shannon M. Thomas
Deputy City Attorney

HRM:SMT:cq:als:pev
06/07/06
Or.Dept:P&R
R-2006-991
MMS#3304

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 27 2006.

ELIZABETH S. MALAND
City Clerk
By Esther Ramos
Deputy City Clerk

Approved: 7-5-06
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

_____
JERRY SANDERS, Mayor

R- 301593

Passed by the Council of The City of San Diego on June 27, 2006 , by the following vote:

YEAS:	**PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHEIN, FRYE, HUESO.**
NAYS:	**NONE.**
NOT PRESENT:	**MADAFFER.**
VACANT:	**NONE.**

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Debbie Levenson-Cruz , Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- **301593** , approved by the Mayor of The City of San Diego, California on **July 5, 2006** .

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: Debbie Levenson-Cruz, Deputy

RESOLUTION NO. 2005-362

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA ADOPTING THE AMENDMENT TO OTAY VALLEY REGIONAL PARK JOINT EXERCISE POWERS AGREEMENT (JEPA) BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF CHULA VISTA AND SAN DIEGO AND AUTHORIZING THE MAYOR TO SIGN THE AMENDED AGREEMENT

WHEREAS, the City of Chula Vista, City San Diego and County of San Diego (agencies) exercise jurisdictional control over property located within the Otay River Valley area; and

WHEREAS, the agencies entered into a Joint Exercise of Powers Agreement (JEPA) on January 30, 1990 for the planning, design and acquisition of land for the Otay Valley Regional Park (OVRP); and

WHEREAS, the agencies recognize that the original JEPA did not address operations and management of the OVRP and therefore are now proposing amendments that will address this; and

WHEREAS, this JEPA Amendment has been forwarded to the agencies for their approval, and is attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chula Vista does hereby adopt an amendment to the JEPA between the County of San Diego and the Cities of Chula Vista and San Diego, a copy of which is attached hereto and incorporated herein by reference as if set forth in full.

BE IT FURTHER RESOLVED that the Mayor of the City of Chula Vista is hereby authorized and directed to execute this JEPA amendment for and on behalf of the City of Chula Vista.

Presented by

Jim Sandoval
Planning and Building Director

Buck Martin
Recreation Director

Approved as to form by

Ann Moore
City Attorney

PASSED, APPROVED, and ADOPTED by the City Council of the City of Chula Vista, California, this 1st day of November, 2005, by the following vote:

AYES:	Councilmembers:	Castaneda, McCann, Rindone, and Padilla
NAYS:	Councilmembers:	None
ABSENT:	Councilmembers:	Davis

Stephen C. Padilla, Mayor

ATTEST:

Susan Bigelow, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)
CITY OF CHULA VISTA)

I, Susan Bigelow, City Clerk of Chula Vista, California, do hereby certify that the foregoing Resolution No. 2005-362 was duly passed, approved, and adopted by the City Council at a regular meeting of the Chula Vista City Council held on the 1st day of November 2005.

Executed this 1st day of November 2005.

Susan Bigelow, MMC, City Clerk

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
WEDNESDAY, DECEMBER 14, 2005

MINUTE ORDER NO. 9

SUBJECT: APPROVE NEW JOINT EXERCISE OF POWERS AGREEMENT AMONG THE COUNTY OF SAN DIEGO AND THE CITIES OF CHULA VISTA AND SAN DIEGO FOR OTAY VALLEY REGIONAL PARK (DISTRICT: 1)

OVERVIEW:
On January 30, 1990 (77), the County of San Diego and the Cities of San Diego and Chula Vista entered into a Joint Exercise of Powers Agreement for the coordination of planning, acquisition, and design of Otay Valley Regional Park. The original agreement is outdated, in part, because it does not address operations and maintenance of the park. The Otay Valley Regional Park Policy Committee has approved a new agreement dated May 12, 2005, and has directed Joint Staff (staff representing the three jurisdictions) to present the agreement to their respective governing bodies for approval.

The proposed action is to approve the new agreement which has been updated to include a provision rescinding the existing agreement and provisions for operations and maintenance of the newly constructed and proposed recreational facilities that did not exist at the time the original agreement was approved.

The proposed agreement defines the conceptual planning area for Otay Valley Regional Park. The area is located in the southern portion of San Diego County, four miles north of the international border. The regional park extends over 13 miles from the southeastern edge of the South Bay Wildlife Refuge east through the Otay River Valley to the land surrounding the Otay Lakes. The agreement clearly identifies the responsibilities of each of the public agencies for acquisition, planning, design, operations, and maintenance of the park.

FISCAL IMPACT:
There is no fiscal impact associated with this action. The proposed action is to approve a new Joint Exercise of Powers Agreement with the Cities of Chula Vista and San Diego for Otay Valley Regional Park (OVRP). As facilities are developed, each agency, according to provisions of the agreement will be responsible for operations and maintenance. Currently, operations and maintenance of the County's portion of OVRP is being managed with existing budgeted staff from the nearby Otay Lakes County Park. Operations and maintenance of any future facilities in OVRP will be addressed at the time each project is approved.

RECOMMENDATION:
CHIEF ADMINISTRATIVE OFFICER
1. Find in accordance with section 15301 of the California Environmental Quality Act (CEQA) Guidelines that the proposed project is exempt from CEQA.
2. Approve the Joint Exercise of Powers Agreement Among the County of San Diego and the Cities of Chula Vista and San Diego for the Otay Valley Regional Park dated May 12, 2005, and authorize the Director of the Department of Parks and Recreation to execute the agreement.

ACTION:
ON MOTION of Supervisor Jacob, seconded by Supervisor Roberts, the Board of Supervisors took action as recommended, on Consent.

AYES: Cox, Jacob, Slater-Price, Roberts, Horn

- - -

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By _____
David Hall, Deputy