

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 04 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:

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effective as of the date hereof and shall continue in full force and effect for 25 years from the date hereof or until repealed by any or all parties hereto.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

Marcia C. Foster
City Manager

By Mick Jackson
Deputy City Attorney

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

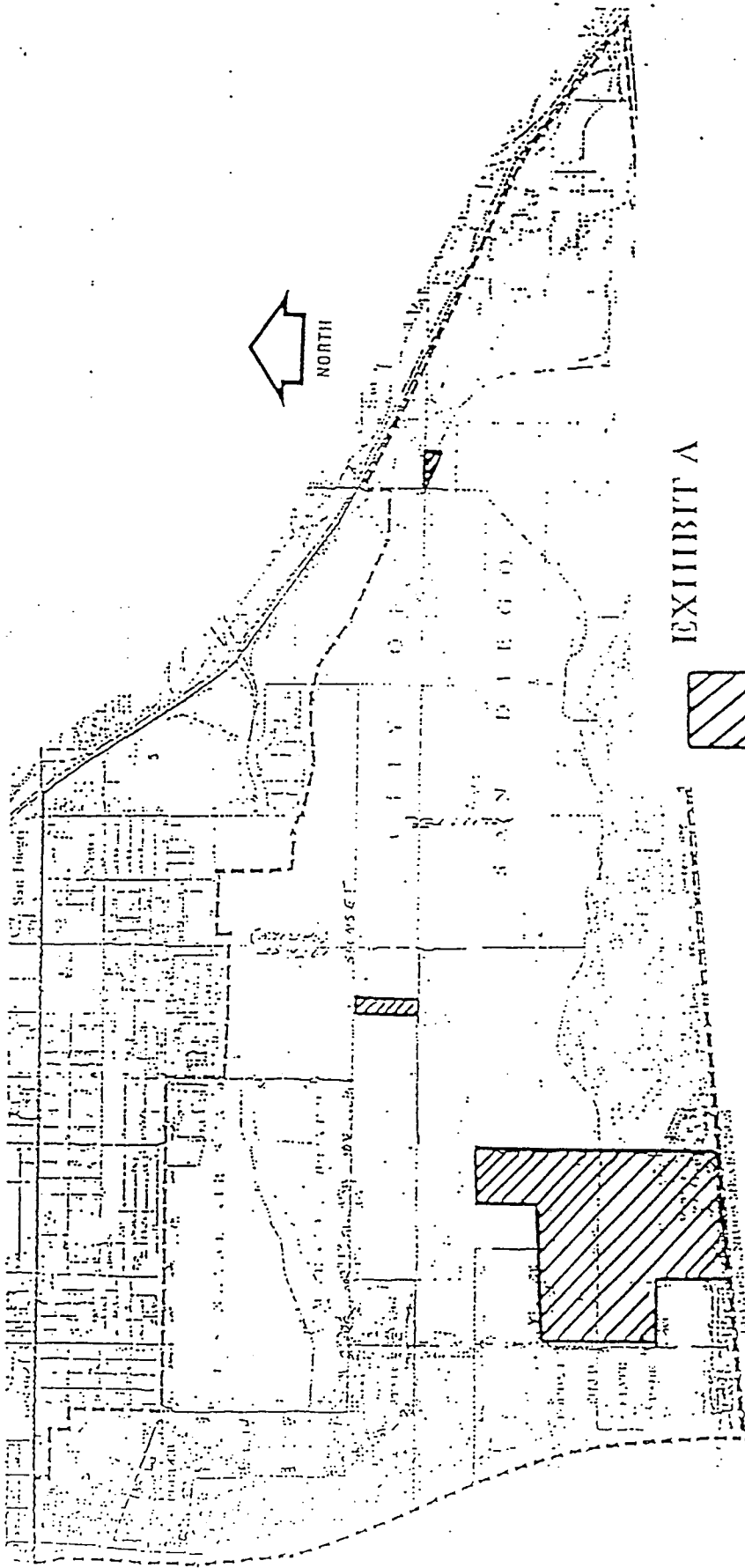
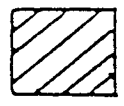


EXHIBIT A



CITY OF SAN DIEGO PROPERTY

TIJUANA RIVER PARK STUDY

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

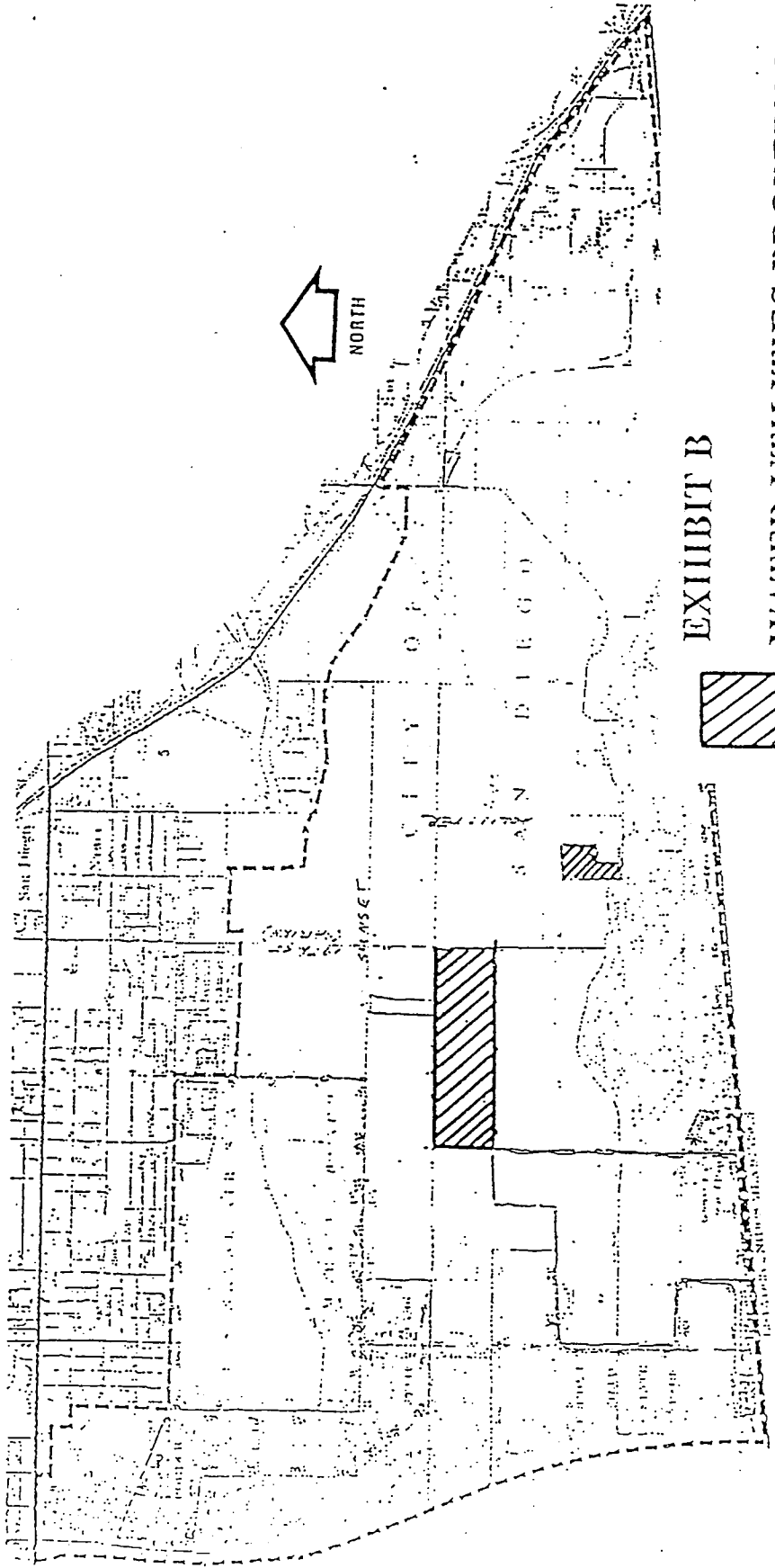


EXHIBIT B

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 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

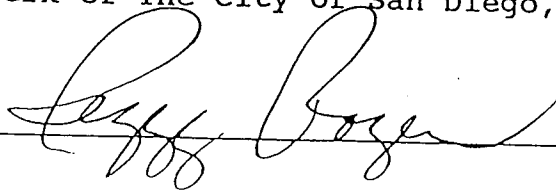
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O- 18268 (New Series) of The City of San Diego, California.

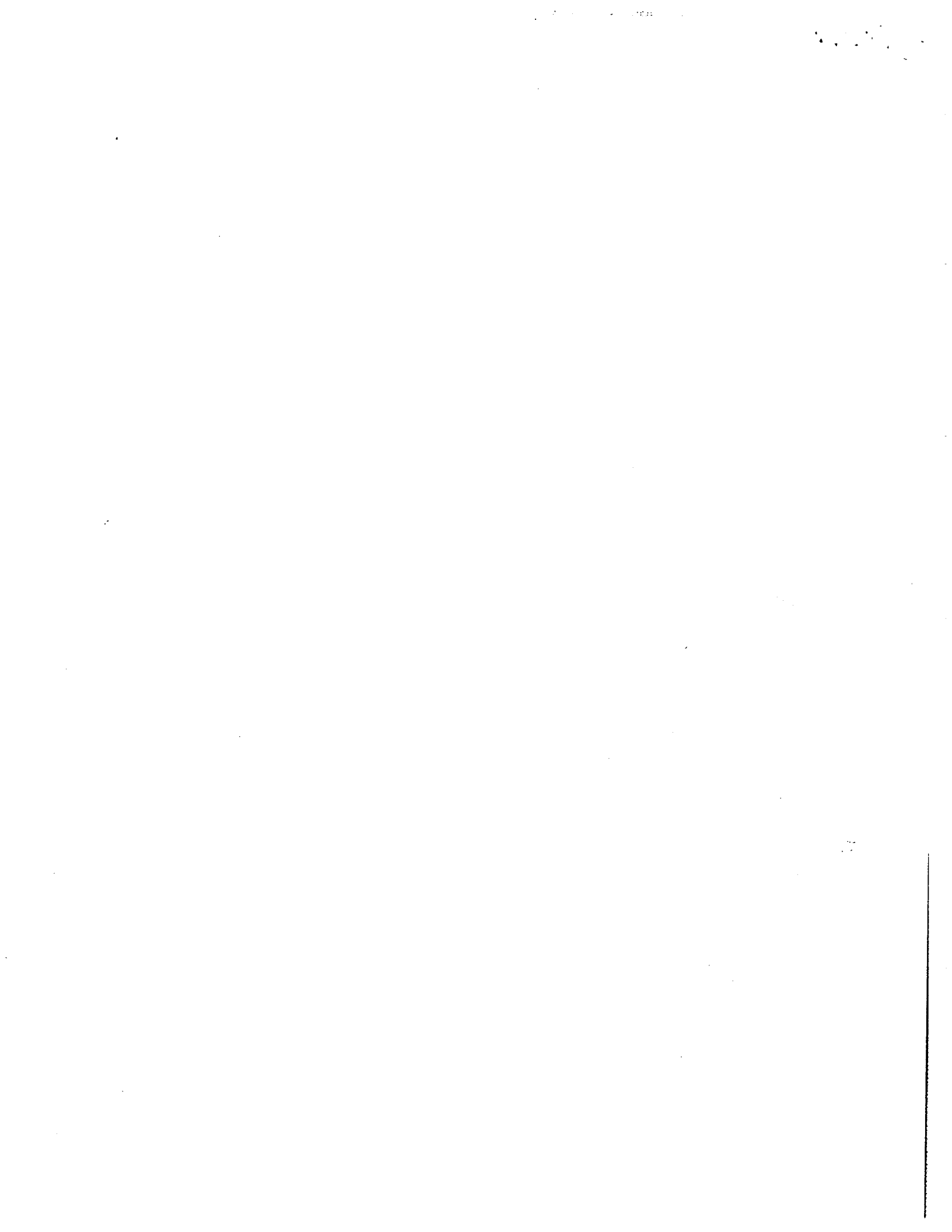
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on FEB 20 1996 and on MAR 04 1996.

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: , 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 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, 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
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 depicted 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 described 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.

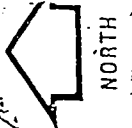
This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement and it is also understood and agreed that separate counterparts of this Agreement may be separately 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.

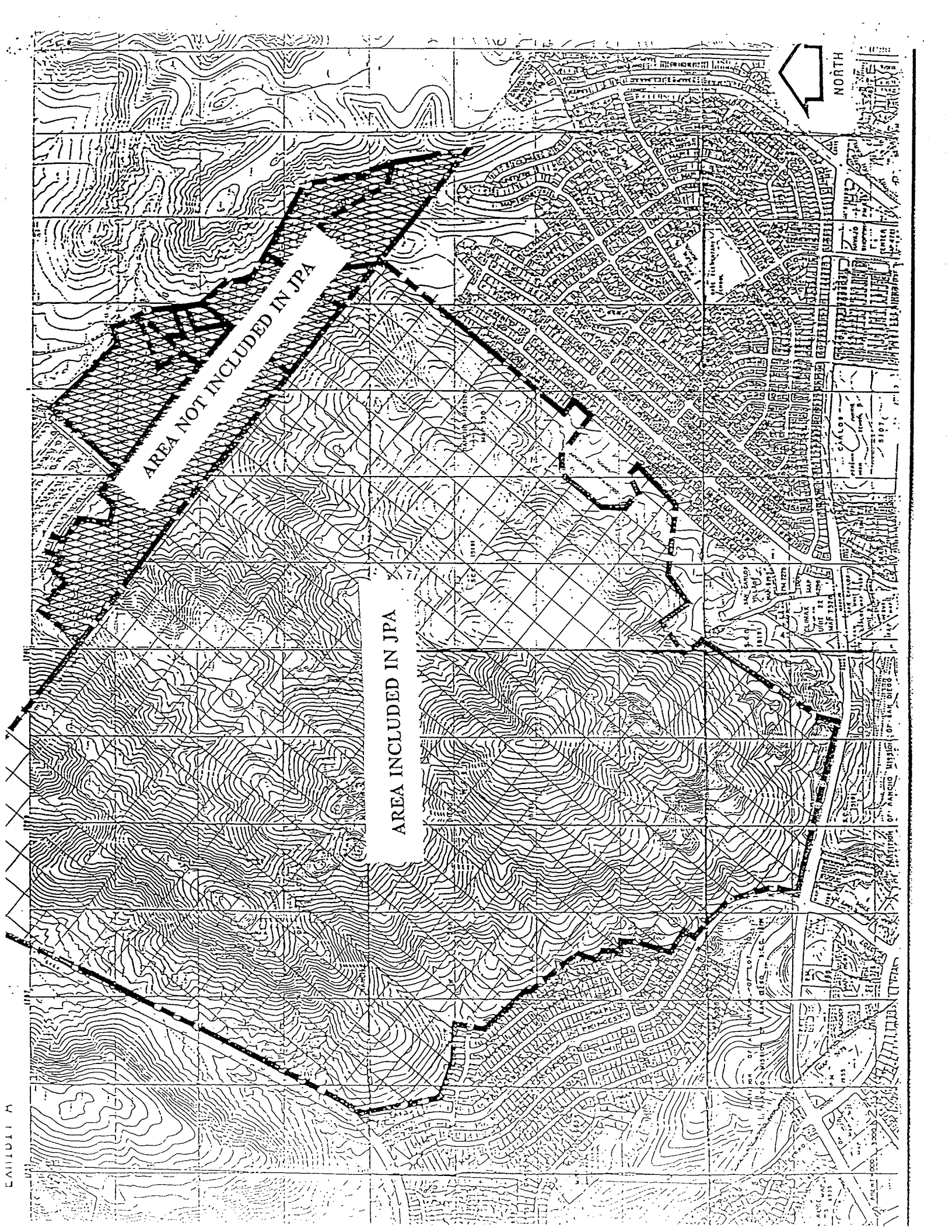
SECTION 15. ENTIRE AGREEMENT.

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



AREA NOT INCLUDED IN JPA

AREA INCLUDED IN JPA



(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

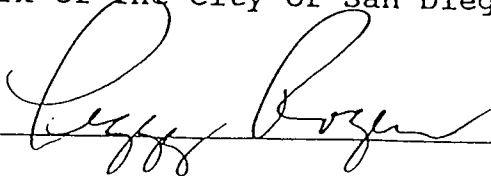
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O- 18268 (New Series) of The City of San Diego, California.

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: , Deputy

