

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 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 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

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effective as of the date hereof and shall continue in full force and effect for 25 years from the date hereof or until repealed by any or all parties hereto.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

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

Marian C. McDaniel
City Manager

Approved as to form and legality
this 26th day of March 1996
JOHN W. WITT, City Attorney

By M. Jackson
Deputy City Attorney

COUNTY OF SAN DIEGO

Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND

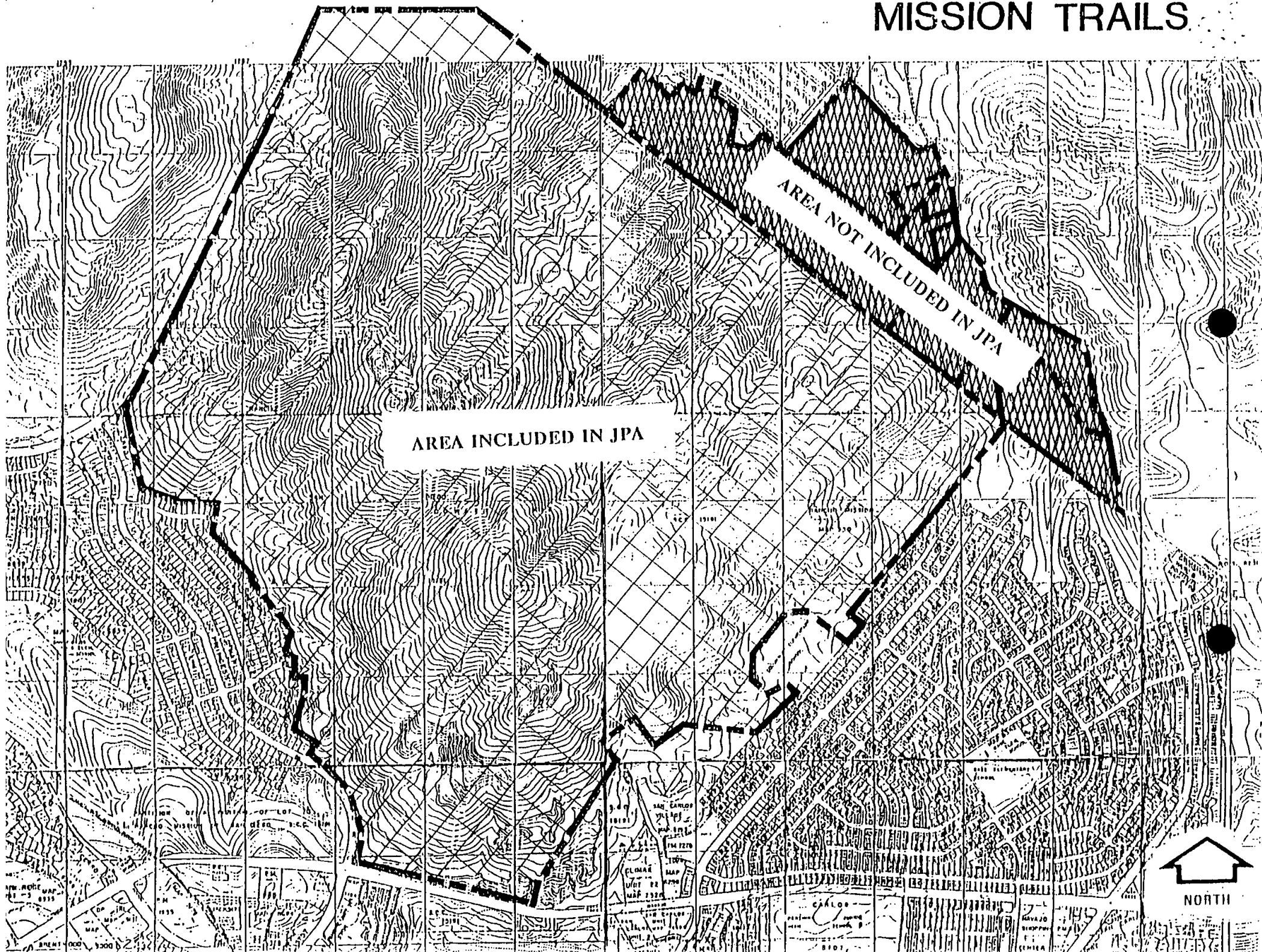
LEGALITY THIS _____

DAY _____ 1995

CHIEF DEPUTY CITY ATTORNEY

DEPUTY COUNTY COUNSEL

MISSION TRAILS



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

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

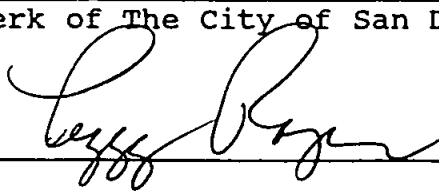
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-15268 (New Series) of The City of San Diego, California.

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

(R-85-227 REV.)

RESOLUTION NUMBER R-261333

ADOPTED ON AUGUST 6, 1984

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and directed to negotiate an extension of the existing lease between The City of San Diego, the County of San Diego and Video Services, Inc., for the communications facilities on Cowles Mountain in Mission Trail Regional Park, based upon the principles enumerated as follows:

1. The lease extension shall be for a period ending December 31, 1989.
2. The rent paid by Video Services, Inc. shall be at lease \$10,000 per month with an appropriate cost-of-living increase.
3. During the term of the lease, Video Services, Inc. shall not be allowed to expand the existing facilities.
4. The City and the County may expand their space in the existing facility.

BE IT FURTHER RESOLVED, that the City Manager is directed to negotiate with the County of San Diego an agreement with respect

REFERENCED DOCUMENT

to Cowles Mountain communications facilities based upon the following principles:

1. During the term of the lease extension with Video Services, Inc. no new or expanded communications facilities shall be constructed on Cowles Mountain except for facilities needed by the City and County of San Diego.

2. During the term of the lease extension, the County of San Diego shall be allowed to add up to 275 square feet of space to the existing facility with the following conditions:

- a. The new structure will be on the northeast side of the existing structure.

- b. The County shall make every effort to use the existing structure and antenna for new microwave dishes but in no event shall it add more than 20 feet to the existing antenna to accommodate its antennas.

3. All rent monies accruing to the City and County during the term of the lease shall be deposited into the Mission Trails Regional Park Fund to be used for capital improvements in Mission Trails Regional Park.

BE IT FURTHER RESOLVED, that the existing lease between The City of San Diego, the County of San Diego and Video Services, Inc. be extended to October 27, 1984.

BE IT FURTHER RESOLVED, that both the lease extension

referenced above and the City - County agreement, also referenced
above, be brought back to the City Council for consideration by
October 27, 1984.

APPROVED: John W. Witt, City Attorney

By

Harold O. Valderhaug

Deputy City Attorney

HOV:ps:263.22

8/1/84

Revised 8/13/84

Or.Dept:Prop.

R-85-227

Form=r.none

COPY

216651

AGREEMENT BY AND BETWEEN THE COUNTY OF SAN DIEGO
AND THE CITY OF SAN DIEGO FOR DEVELOPMENT OF AN
ELECTRONIC COMMUNICATIONS FACILITY ON COWLES
MOUNTAIN, SAN DIEGO, CALIFORNIA

THIS AGREEMENT is entered into this 9th day of
March, 1982, by and between the County of San Diego,
hereinafter referred to as "County," and the City of San Diego,
hereinafter referred to as "City," for the purpose of
administering that jointly owned real property known as Cowles
Mountain Electronic Communications Site and hereinafter referred
to as "Premises."

RECITALS

WHEREAS, County and City jointly own undivided one-half
interests in real property located in the City of San Diego on
Cowles Mountain, more particularly described as follows:

All that portion of the Partition of Lot 70 of Rancho
Mission of San Diego, in the City of San Diego, County of
San Diego, State of California, according to Map thereof
made in action entitled "San Diego Realty Company, a
Corporation vs. Maria Y. Olvera De Toro, et al", said Map
being filed in the Office of the County Clerk of said
County in Civil Case No. 15191 as conveyed to said County
of San Diego by deed recorded January 2, 1975, at File/Page
No. 75-000097 in the Office of the County Recorder of said
County.

EXCEPTING THEREFROM that portion lying below an
elevation of 1,550 feet above mean sea level based on the
U.S. Coast and Geodetic Survey Sea Level Datum of 1929.

; and

DOCUMENT NO. RR- 255872

FILED MAR 9 1982

CITY OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

RELATED

WHEREAS, said real property is particularly geographically suited for the use of electronic communications facilities for governmental as well as private commercial use; and

WHEREAS, City and County desire to derive revenue from said commercial use as well as to employ the said real property for governmental purposes; and

WHEREAS, it is necessary that a suitable facility and improvements be placed on the land in order that governmental and commercial uses can be realized; and

WHEREAS, County desires to designate City as the agency to solicit for and receive proposals for development, conduct negotiations with proposers and developers, and administer a lease resulting from said negotiations; and

WHEREAS, City and County desire to occupy portions of a facility to be constructed and improvements to be placed on said land by a commercial developer; NOW, THEREFORE,

In consideration of the recitals and the mutual obligations of the parties as herein expressed, the City and the County do hereby agree as follows:

1. ADMINISTRATION. This Agreement (hereinafter referred to as "Agreement") shall be administered by the City of San Diego in accordance with the laws applicable to the City's exercise of authority hereinafter specified. The County shall be represented by the Director, Department of General Services, County of San Diego, (hereinafter referred to as "County Agreement Administrator"), and on behalf of City by the City Manager (hereinafter referred to as "City Agreement Administrator"). Notices to the respective Agreement

Administrators shall be forwarded as follows:

<u>To County</u>	<u>To City</u>
Director Department of General Services County of San Diego 5555 Overland Avenue, Bldg. 2 San Diego, CA 92123	City Manager City of San Diego City Administration Bldg. 202 C Street San Diego, CA 92101

2. DESCRIPTION. The Premises comprise that real property as above described and which are delineated on Exhibit "A" attached hereto and by this reference made a part hereof. Said real property (hereinafter referred to as "Premises") is to be administered on the terms and conditions hereinafter set forth.

3. TERM. This Agreement is effective on the date first above written. The term shall continue throughout the term of the original or any subsequent lease agreements entered into between the City as Lessor and any other party as Lessee for the Premises. This Agreement can be terminated subsequent to the expiration of any lease term at any time by either of the parties hereto by giving 180 days prior written notice to the other party.

4. PURPOSE. The purpose of this Agreement is to administer that jointly-owned, above-described, real property and to designate the City as the agency responsible for such administration and for solicitations for and receipt of proposals for development, conducting negotiations with proposers and developers, and the administration of a lease resulting from said negotiations.

5. CONTRACTING AUTHORITY. City shall have the authority, on behalf of itself and the County to conduct such procedures and engage in such negotiations and enter into such contracts or

other commitments as it deems necessary to fulfill the purpose of this Agreement. These include, but may not be limited to, solicitations for and receipt of proposals to lease and develop the premises, conducting negotiations with proposers and developers, entering into options to lease, leases and subleases, and to administer any such options to lease, leases or subleases as may be entered into. City shall also have authority to grant easements upon such premises for the proper development of the premises for the purposes of this Agreement. All authority granted herein shall be exercised in accordance with the provisions of law applicable to the exercise of such authority by the City of San Diego.

6. FUNDS. The Treasurer and the Auditor of City or their authorized representatives are hereby designated as the receivers and depositaries of all funds derived from selling options to lease, leasing or subleasing of the Premises. They shall:

(a) Receive and receipt for all money received pursuant to this Agreement and place it in the City treasury to the credit of a special Mission Trails Regional Park Fund;

(b) Be responsible for the safekeeping and disbursement of all Mission Trails Fund money so held;

(c) Be responsible and make certain that all interest accrued to the Fund be attributed to the Mission Trails account;

(d) Pay all sums, when due and owed by the Fund, only upon duly authorized checks of City acting as the

Fiscal Agent;

(e) Verify and report in writing, on the first day of April and October of each year, to the City's and to the County's respective Agreement Administrators.

7. CHARGES FOR BILLINGS. Charges of City and County for financial and administrative services in connection with this Agreement shall be submitted to the City Manager for approval. After approval they shall be forwarded to the City Auditor and Comptroller and paid from the Mission Trails Regional Park Fund. All surplus balances shall be placed and retained in the Fund to be expended solely and exclusively to acquire additional property or to pay for improvements to the Mission Trails Regional Park. Each year the Mission Trails Regional Park Task Force shall recommend to the City Council and the Board of Supervisors projects for which the surplus balances may be expended. In the event either the City Council or the Board of Supervisors do not agree with the recommendations of the Task Force, the City Council and the County Board of Supervisors may each require the expenditure of their respective fifty percent portion of the Fund for any Mission Trails Regional Park acquisitions or improvements. Any sums heretofore expended by the parties hereto in connection with the administration of the Premises shall be credited to their respective accounts. Costs of administration heretofore expended include, but are not necessarily limited to, preparation of appropriate documentation, accounting costs, negotiations with prospective developers, promotion and marketing, and shall not exceed \$10,000.00.

8. ANNUAL AGREEMENT AUDIT. The City Auditor and Comptroller shall make an audit of those accounts and records of the Mission Trails Regional Park Fund each fiscal year and shall report results of the audit concurrently with the October report as set forth in Clause 6 (e) above. Costs of the audit shall be borne by the Fund and shall be a charge against any unencumbered funds therein and available for the purpose. The County may also audit the accounts and records, or upon written request to the City Auditor and Comptroller, jointly participate in the City's audit.

9. HOLD HARMLESS. Each of the parties hereto shall indemnify and defend their respective officers and employees against any causes of action, liability, damage, and expense, including reasonable attorney's fees, for judicial relief of any kind, for damage to property of any kind whatsoever and to whomever belonging, including without limitation Lessees, Sublessees or their employees, or injury or death of any person or persons, including without limitation Lessees or Sublessees or their employees, resulting from the performance of this Agreement, or arising from the use and operation of the Premises or any defect in any part thereof. If the City, the County or both should become liable for any causes of action, damages, or expenses, including reasonable attorney's fees, resulting from actions undertaken in performance of this Agreement, all costs incurred thereby shall be borne equally by City and County.

10. DISTRIBUTION OF ASSETS. Upon termination of this Agreement, any assets remaining shall be divided equally between City and County and those improvements then existing on the

Premises shall continue to be held in joint ownership.

IN WITNESS WHEREOF, each of the following parties has caused this Agreement to be executed pursuant to authority given by its elected governing body.

CITY OF SAN DIEGO

By Staine M. Balde
ASSISTANT TO THE City Manager

Approved as to form
and legality:

By A. W. Deady
Deputy City Attorney

COUNTY OF SAN DIEGO

By Porter D. Cremans
Clerk of the Board
of Supervisors

Approved as to form
and legality:

By Donald L. Clark
County Counsel

By David P. Zollinger
Deputy County Counsel
6/16/82

Approved and/or authorized by the Board
of Supervisors of the County of San Diego

JUN 29 1982 #10

Porter D. Cremans
Clerk of the Board of Supervisors

ORDINANCE NO.

(New Series)

11465 NS

Adopted
11/2/75
O-75-135

AN ORDINANCE AMENDING ORDINANCE NO. 11348 (NEW SERIES), AS AMENDED, ENTITLED "AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 1974-75 AND APPROPRIATING THE NECESSARY MONEY TO OPERATE THE CITY OF SAN DIEGO FOR SAID FISCAL YEAR" BY ESTABLISHING CAPITAL IMPROVEMENTS PROGRAM #29-269 ENTITLED "COWLES MOUNTAIN PARK LAND ACQUISITION" AND TRANSFERRING THE NECESSARY MONIES WITHIN THE CAPITAL OUTLAY FUND 245.

WHEREAS, the County of San Diego has negotiated for the immediate purchase of certain property currently in private ownership consisting of approximately 1,300 acres in the Cowles Mountain area; and

WHEREAS, it is proposed that said property be acquired for park and recreation purposes to serve both residents of the City and County of San Diego; and

WHEREAS, City desires to acquire an undivided one-half interest in said property and in consideration of the undivided one-half interest desires to reimburse County for one-half of its costs of acquisition; and

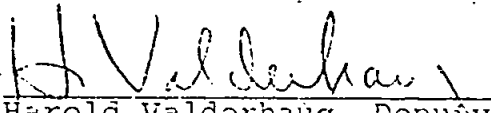
WHEREAS, it is now necessary to transfer funds within Capital Outlay Fund 245 to defray costs involved in said acquisition;
NOW, THEREFORE,

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

Section 1. That Ordinance No. 11348 (New Series), as amended, entitled "AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 1974-75 AND APPROPRIATING THE NECESSARY MONEY TO OPERATE THE CITY OF SAN DIEGO FOR SAID FISCAL YEAR," be and the same is hereby amended to amend that portion relating to the Capital Improvements Program by transferring the sum of \$1,105,000.00 within the Fiscal 1975 Capital Outlay Fund 245 from the Tiajuana Flood Control Right-of-Way Reserve to the Cowles Mountain Park Land Acquisition Fund, hereby established and identified as Capital Improvements Program #29-269.

Section 2. This ordinance shall take effect and be in full force ~~on the date of its adoption.~~

APPROVED: JOHN W. WITT, City Attorney

By 
Harold Valderhaug, Deputy

RESOLUTION No. 212255

R-75-1325

Adopted on DEC 19 1974

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

That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, an Agreement with the County of San Diego for purchase of an undivided one-half interest in an area schematically shown as Cowles Mountain Recreation Area in the Navajo Community Plan, and as more particularly described in the attachment to said agreement, under the terms and conditions set forth in the form of agreement on file in the office of the City Clerk as Document No. 749708.

BE IT FURTHER RESOLVED, that the expenditure of \$1,105,000.00 from Capital Outlay Fund 245, to be used exclusively for the purchase of the above described property, be and the same is hereby authorized and approved.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold Valderhaug, Deputy