

**JOINT POWERS AGREEMENT
BETWEEN THE
CITY OF CHULA VISTA
AND THE COUNTY OF SAN DIEGO
FOR ~~THE~~ PLANNING, OPERATION AND MAINTENANCE
OF THE
OTAY RANCH OPEN SPACE PRESERVE**

THIS AGREEMENT is made and entered into as of the ~~6th~~ ___ day of ~~March, 1996~~
April 2026 between the ~~city~~City of Chula Vista and the County of San Diego, political
subdivisions of the State of California, hereinafter referred to collectively as Public Agencies.

WHEREAS, on October 28, 1993, the Chula Vista City Council and the San Diego
County Board of Supervisors jointly approved the Otay Ranch General Development Plan,
(General Development Plan/Subregional Plan ("GDP/SRP"~~,"~~)), which sets forth a plan for the
development of housing, commercial, recreational and open space within the jurisdiction of the
Public Agencies;~~and~~. Additionally, a Phase 1 Resource Management Plan (RMP), adopted with
the GDP/SRP, established a comprehensive program for the long-term protection and
management of sensitive natural, cultural, and scenic resources located within the Otay Ranch
Open Space Preserve ("Preserve"), establishing a framework for habitat protection; and

WHEREAS, the City of Chula Vista and the County of San Diego, political subdivisions
of the State of California, hereinafter referred to collectively as Public Agencies entered into
a Joint Powers Agreement on the 6th day of March 1996 for the planning, operation, and
maintenance of the Otay Ranch Open Space Preserve; and

WHEREAS, the GDP/SRP delineates an approximately 11,375-acre area as the Otay
Ranch Open Space Preserve, shown on Exhibit A attached hereto and incorporated herein by
reference; and

WHEREAS, the GDP/SRP provides that ~~prior to the approval of the first City of Chula
Vista Sectional Planning Area or County Specific Plan Area, ("SPA/Specific Plan")~~ a Preserve
Owner/Manager (~~"POM"~~) ("POM") for the Otay Ranch Open Space Preserve must be selected
and retained; and

WHEREAS, the POM will be responsible for management of resources, restoration of
habitat and enforcement of open space restrictions for the Otay Ranch Open Space Preserve
once the Preserve is formally established and title to the land conveyed; and

WHEREAS, in 2018 the Public Agencies adopted the Otay Ranch Phase 2 RMP Update
that outlines the plan to implement the resource protection objectives in the GDP/SRP and

Phase 1 RMP; and

WHEREAS, the Public Agencies, each of which are empowered by law to acquire land for park and open space purposes, desire to ~~enter into~~continue this Joint Powers Agreement to plan, design, and operate the Otay Ranch Open Space Preserve ~~in order~~ to qualify as a POM and to satisfy the conditions of the GDP/SRP, Phase 1 RMP, and Phase 2 RMP.

NOW, THEREFORE, the Public Agencies, 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 joint 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 the planning, design and operation of the Otay Ranch Open Space Preserve.

SECTION 2. Term.

This Agreement shall become effective as of the date first written above and will continue in full force and effect for 30 years from the effective date or extension date or until terminated as indicated in SECTION 9. Agency Withdrawal or SECTION 10. Termination. The parties will review this Agreement ~~every five (5) years~~on an as-needed basis. This Agreement may be extended for an additional 30 years by the written consent of the parties.

SECTION 3. Description.

The real property to be planned, designed and operated is located generally within the property depicted on Exhibit A. The property is currently in various ownerships. As tentative maps within each SPA/Specific Plan for the Otay Ranch development ~~project~~projects are processed, land will be conveyed into the ~~preserve~~Preserve according to the ~~Conveyance Plan, attached as Exhibit B hereto~~conveyance specifications included within the Phase 1 RMP and Phase 2 RMP.

SECTION 4. Ownership.

Title to the land which is conveyed into the Open Space Preserve will be held jointly by the Public Agencies.

SECTION 5. Policy Committee.

~~A~~The Policy Committee shall ~~be established, consisting~~consist of two (2) elected representatives, one each appointed by the governing bodies of the Public Agencies. An alternate may also be appointed by each of the Public Agencies. A quorum for the purpose of

conducting business will consist of one member from each agency. In the absence of a quorum, a member may move to adjourn. The Policy Committee shall ~~at a minimum~~ meet ~~annually, but may meet more often if as needed when~~ agreed to by the members. The duties of the Policy Committee shall be to ~~establi.~~establish policies for the Preserve Management Team as set forth in SECTION 6 below, and to review all operations conducted under this Joint Powers Agreement.

SECTION 6. Preserve Management Team.

The Preserve Management Team consists of the ~~city Manager~~City Manager of the City of Chula Vista ~~or their designee~~ and the ~~Deputy Chief Administrative Officer of~~Director of the Department of Parks and Recreation for the County of San Diego. The Preserve Management Team shall meet as often as necessary to monitor the implementation of the Otay Ranch Open Space Preserve Resource Management Plan and to assign staff necessary to carry out the duties and responsibilities set forth in Exhibit ~~CB~~ hereto, "Duties and Responsibilities of the Otay Ranch Preserve ~~owner~~Owner/Manager(s)".

SECTION 7. Preserve Owner/Manager ~~staff~~Staff Committee.

The Preserve Owner/Manager ~~staff~~Staff Committee will consist of appropriate staff members from each Public Agency to be assigned by each agency on an as needed basis. The Preserve Owner/Manager Staff Committee will be responsible for operations of the Otay Ranch Open Space Preserve as directed by the Policy Committee, and its organization and functions shall be established to conform with ~~Exhibit D, City of Chula Vista and San Diego County Preserve Owner Manager Organization Chart, attached hereto and incorporated herein by reference~~the terms of this Agreement.

SECTION 8. Administration.

Day-to-day administration of this Agreement, including preparation of assessment districts, operational funding, preparation of budgets, agendas, maintenance of records, minutes and meetings and conformance to other legally required processes pertaining to records, purchases, and administrative matters shall be the responsibility of the ~~County of San Diego~~Public Agencies.

SECTION 9. Agency Withdrawal.

Either party may withdraw from participation in this Agreement upon sixty (60) days notification and consent, in writing, by the other party. Such consent shall not be unreasonably withheld. Lack of adequate funding for the Preserve maintenance and operation shall constitute reasonable grounds to withhold consent. Any contributions made by the withdrawing party toward the acquisition, development, management and preservation of the Otay Ranch Open Space Preserve shall be retained by the remaining agency. The remaining public agency shall continue to be responsible for administering the duties and responsibilities of POM.

SECTION 10. Termination.

This Joint Powers Agreement may be terminated upon the mutual agreement of the Public Agencies if a new Preserve Manager, acceptable to both parties, has been retained to perform the duties and responsibilities required of the POM.

SECTION 11. Governing Law.

This Agreement shall be governed by the laws of the state of California.

SECTION 12. Partial Invalidity.

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

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 one and the same Agreement.

SECTION 14. Notice.

Any notices required or permitted to be given pursuant to this Agreement may be personally delivered or sent by certified mail, return receipt requested, to the following address:

CITY OF CHULA VISTA:

~~John Goss~~ City
Manager

Tiffany Allen

City Manager

City of Chula Vista

276 Fourth Avenue

Chula Vista, CA 91910

Phone: (619) 691-~~5031~~5179

COUNTY OF SAN DIEGO:

~~David Jansen~~

~~Chief Administrative Officer~~ Jason Hemmens

Director of Parks and Recreation

County of San Diego

~~1600 Pacific Coast Highway~~5510

Overland Avenue, Suite 270 San
Diego, CA ~~92101~~92123

Phone: ~~(619) 531-5267~~858) 565-
3600

SECTION 15. Entire Agreement.

This Agreement contains the entire Agreement among the parties hereto.

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

CITYOFCHULAVISTA:

COUNTYOFSAN DIEGO:

Exhibit A - Otay Ranch ~~Open Space Preserve~~ Regional Location

Exhibit B ~~- Conveyance Plan~~

~~Exhibit C~~ - Duties and Responsibilities of the Otay Ranch Preserve Owner ~~-~~ Manager(s)

~~Exhibit D - Preserve Owner/Manager Organization Chart~~

Exhibit "A"

"Otay Ranch ~~Open Space Preserve~~ Regional Location"

Exhibit "B"

~~City of Chula Vista and San Diego County Preserve Owner Manager Organization Chart~~

~~Exhibit "C"~~

Duties and Responsibilities of the Otay Ranch Preserve Owner/Manager(s)

CITY OF CHULA VISTA RESPONSIBILITIES

Education and Research

~~Development of educational facilities projects~~ Provide opportunities and ~~coordinate environmental research~~ coordinate environmental research and interpretive ~~educational outreach~~ educational outreach programs. ~~Implementation~~ Development, implementation and/or coordination and accommodation of: research programs. Provision of controlled opportunities, consistent with resource protection needs, for the public to learn about and appreciate the natural and cultural diversity of the area including:

- its biological diversity and cultural heritage;
- the inter-relationships between sensitive species and natural habitats;
- the opportunity to observe biological and cultural resources in their natural setting; and
- the importance of preservation of natural areas and understanding challenges to the survival of remaining natural ecosystems.

Provide ~~a unique and multi-faceted living laboratory opportunities~~ a unique and multi-faceted living laboratory opportunities for research related to:

- habitat, paleontological and cultural resource protection and management;
- experimental approaches to enhancing and restoring degraded habitats; and
- understanding species and habitat needs and conditions that adversely affect sensitive plant and animal species.

~~Institutions such as the City of Chula Vista Nature Center and the Natural History Museum are non-profit agencies providing such services.~~

Active and Passive Recreational Programs

Development of plans and programs for the location and design of active recreational uses, overlooks - and a passive trail network within the Preserve. Coordination with the Otay Valley Regional Park JEPA, or subsequent park planning entity, regarding issues associated with Otay Valley Regional Park.

Law Enforcement

Enforcement activities as necessary to control and protect the resources of the preserve within the incorporated area of the City of Chula Vista's portion of the "Otay Ranch Open Space Preserve".

~~Development of a law enforcement program that will protect the visitor from the environment, protect the environment from the visitor and protect the visitor from other visitors. Create a uniform code of regulations for all cooperating agencies and an annual review - by law enforcement and resource agencies of their appropriate roles~~ The City will coordinate with the County of San Diego as well as other public agencies and landowners in the area to address law enforcement issues and concerns.

SAN DIEGO COUNTY RESPONSIBILITIES

Law Enforcement

Enforcement activities as necessary to control and protect the resources of the preserve within the unincorporated portion of the County portion of the "Otay Ranch Open Space Preserve". ~~Development of a law enforcement program that will protect the visitor from the environment, protect the environment from the visitor and protect the visitor from other visitors. Create a uniform code of regulations for all cooperating agencies and an annual review by law enforcement and resource agencies of their appropriate roles~~The County will coordinate with the City of Chula Vista as well as other public agencies and landowners in the area to address law enforcement issues and concerns.

Maintenance Operations

Maintenance and enhancement of all resources through the prevention of further disturbance, including controlling access to the Preserve, prohibiting off-road traffic, enforcing "no trespassing" rules and curtailing activities that degrade resources, such as ~~grazing~~, shooting and illegal dumping. Implementation of maintenance activities including removal of trash, litter and other debris, maintenance of trail systems, ~~removal and control of exotic plant species (weeds) and control of cowbirds through trapping efforts. Develop a plan for the controlled burning, erosion control and replanting to enhance the natural and scenic values of the preserve. Preparation of a grazing, crop production, integrated pest, insect and disease management control or other appropriate uses if they do not result in conditions that are adverse to eventual recreational or agricultural uses. Development of a restrictive area plan which prohibits public access to sensitive wetlands, vernal pools, restoration areas and sensitive wildlife habitat.~~erosion control, and removal and control of invasive non-native plant species. Implement the Phase 1 and Phase 2 Resource Management Plans (RMPs) to successfully manage and maintain the sensitive biological and cultural resources on the Preserve. The RMPs also include monitoring of the sensitive biological resources and the adaptive management strategies to implement when threats to the resources are identified.

Resource Protection and Management

Providing large, connected natural areas with varied habitats that ~~offer refuge, food and shelter to~~support multiple species of native plants and animals; protecting scenic, paleontological and cultural resources; and providing management tools to assure that Preserve resources are not adversely affected by urban development located adjacent to the Preserve.

Monitoring

Ensuring no reduction in habitat values and no adverse impacts to biological resources are included within the Preserve by the following:

- Monitoring the resources to identify changes in the quality and quantity of sensitive resources and habitats to assure compliance with the adopted ~~Mitigation Monitoring Reporting Program~~Resource Management Plans.
- Implementation and monitoring of restoration activities, as appropriate.

- ~~Establishing a~~Implementing the comprehensive monitoring program for the biota of the Preserve in conjunction with the Phase ~~II~~ RMP.
- ~~Developing and implementing an annual monitoring program designed to identify changes in quality and quantity of on-site biological resources including sensitive wildlife species, sensitive plant species and sensitive habitat types.~~

JOINT RESPONSIBILITIES OF THE CITY OF CHULA VISTA AND SAN DIEGO COUNTY

Maintain the management plan for preservation that facilitates effective, long-term management of the Preserve consistent with the goals of the Phase I and II Resource Management Plan and the "Otay Ranch Open Space Preserve".

~~Develop a Preserve Area Handbook~~Implement and update, as necessary, the Resource Management Plans for the Preserve, which ~~contains~~contain policies and procedures ~~in for~~ managing and evaluating the activities of the Preserve. ~~The handbook should include the purpose of the preserve, areas within the preserve, including maps, trails etc., the preserve area organizational structure, park system hierarchy, land administration, financing, resource administration, facilities, public relations, etc.~~

~~Develop a~~vegetation management activities for fire protection and prevention program to protect human life, prevent modification of park ecosystem by human caused wildfire and prevent damage to cultural resources or physical facilities.purposes.

Coordinate with the appropriate agencies involved with the Multiple Species Conservation Program (MSCP), or other adopted subregional habitat planning programs, ~~to assure consistency with regional conservation efforts and plans. Regional~~ ~~preserve management agreements may be used to ensure working relationships are established between other open space preserves. Coordination with local jurisdictions, resource agencies and adjacent ownerships.~~

Implement ~~the~~ Phase I and II Resource Management Plans. Review proposed preserve boundary adjustments, infrastructure plans. Comment on plans for land uses adjacent to the Preserve and other activities/studies. Continue to evaluate work plans on an annual basis to ensure that performance standards for management of the Preserve are being met.

~~Formulate performance standards for the City of Chula Vista and the County of San Diego, in their respective areas of responsibilities, to ensure that the "Otay Ranch Open Space Preserve" achieves the goals and objectives of the Preserve.~~

Duties/Responsibilities: POM

- ~~Maintenance~~Maintain and ~~enhancement of~~enhance all resources through the prevention of further disturbance, including controlling access to the Preserve, prohibiting off-road traffic, enforcing "no trespassing" rules, and curtailing activities that degrade resources, such as ~~grazing,~~ shooting, and illegal dumping;

- Monitoring of resources to identify changes in the quality and quantity of sensitive resources and habitats to assure compliance with the adopted ~~mitigation monitoring and reporting program~~ Phase 1 and Phase 2 Resource Management Plans;
- Implementation and monitoring of restoration activities, as appropriate (it is understood that some restoration activities may be carried out by individual Otay Ranch developers in coordination with the Preserve Owner/Manager);
- Implementation of maintenance activities including removal of trash, litter, and other debris, maintenance of trail systems, erosion control, and removal and control of ~~exotic~~ invasive non-native plant and animal species ~~(weeds), and control of cowbirds through trapping efforts;~~
- Development of educational ~~facilities~~ and interpretive programs;
- Implementation and/or coordination and accommodation of research programs;
- Coordination with local jurisdictions, resource agencies, and adjacent ownerships;
- Coordination with the Otay Valley Regional Park JEPA or subsequent park planning entity, regarding issues associated with Otay Valley Regional Park;
- ~~Enforcement activities;~~
- Coordination of enforcement activities with local enforcement agencies and neighboring property owners;
- Review of RMP Amendments, Preserve boundary adjustments, infrastructure plans, plans for active recreational uses within the Preserve, plans for land uses adjacent to the Preserve and other activities/studies as identified in the RMP;
- ~~Develop~~ Implement the Phase 1 and ~~implement a strategy that facilitates~~ Phase 2 Resource Management Plans to facilitate effective, long-term management of the Preserve;
- ~~Implement management activities~~ consistent with the ~~goal of the RMP;~~
- ~~Development and implementation of management~~ Phase 2 Resource Management Plan to ensure no reduction in habitat values and no adverse impacts to biological resources occur within the Preserve;
- ~~Establish a~~ Implement the comprehensive monitoring program for the biota of the Preserve in ~~conjunction~~ accordance with the Phase 2 RMP;
- ~~Develop and implement an annual monitoring program designed~~ to identify changes in quality and quantity of on-site biological resources, including sensitive wildlife species, sensitive plant species, and sensitive habitat types; and

- ~~Coordination~~Coordinate with the MSCP,~~NCCP~~, or other adopted subregional habitat planning ~~program~~programs to assure consistency with regional conservation efforts and plans.

If necessary, the Public Agencies will contract with an outside biologist (referred to as the Preserve Steward Biologist or PSB) to conduct management and monitoring activities. The City of Chula Vista and the County of San Diego identified the following as desirable qualifications for the ~~Preserve~~
~~Owner/Manager~~.PSB:

- At least 5 years of demonstrated experience managing biological resources including listed species;
- At least 5 years of previous experience with law enforcement or the ability to contract with law enforcement agencies;
- At least 5 ~~years~~years' previous experience with access control;
- Demonstrated ability to interact effectively with local and regional conservation agencies, recreational agencies and the local community;
- Prior experience in conducting or coordinating with individuals involved in ongoing scientific research;
- Demonstrated ability to coordinate continued monitoring efforts of the Preserve's biota, as shown by staff experience and existing programs;
- Cultural resource management experience;
- Demonstrated experience in long-term management of large open space areas with numerous sensitive species;
- Demonstrated ability to efficiently manage personnel and finances over a long-term;
- Demonstrated experience or ability to establish and operate environmental educational and interpretive programs;
- Demonstrated ability and willingness to cooperate with local and regional agencies and direct experience in working with governing boards and/or advisory committees representing such agencies; and
- Demonstrated ability to conduct community volunteer and community outreach programs.