



**Napa County Regional Park  
and Open Space District**

Harold Kelly  
*Director Ward One*

Tony Norris  
*Director Ward Two*

Guy Kay  
*Director Ward Three*

Dave Finigan  
*Director Ward Four*

Myrna Abramowicz  
*Director Ward Five*

## AGENDA

### BOARD OF DIRECTORS REGULAR MEETING

**Monday March 12, 2012 2:00 P.M.**  
1195 Third Street, Third Floor, Napa, CA 94559

#### GENERAL INFORMATION

Agenda items will generally be considered in the order indicated below, except for Set Matters, which will be considered at the time indicated. Agenda items may from time to time be taken out of order at the discretion of the President.

The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the District Secretary. Requests for disability related modifications or accommodations, aids, or services may be made to the Secretary's office no less than 48 hours prior to the meeting date by contacting (707) 259-8603.

Any member of the audience desiring to address the District on a matter on the Agenda, please proceed to the rostrum and, after receiving recognition from the President, give your name, address, and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the President.

State law requires agency officers (Directors and Officers) to disclose, and then be disqualified from participation in, any proceeding involving a license, permit, or other entitlement for use, if the officer has received from any participant in the proceeding an amount exceeding \$250 within the prior 12 month period. State law also requires any participant in a proceeding to disclose on the record any such contributions to an agency officer.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Directors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, on and after at the time of such distribution, in the Conservation, Development and Planning Department Office at 1195 Third Street, Suite 210, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

1. Call to Order and Roll Call
2. Public Comment

In this time period, anyone may address the Board of Directors regarding any subject over which the Board has jurisdiction but which is not on today's posted agenda. In order to provide all interested parties an opportunity to speak, time limitations shall be at the discretion of the President. As required by Government Code, no action or discussion will be undertaken on any item raised during this Public Comment period.

### 3. Set Matters

None

### 4. Administrative Items

- A. Consideration and potential approval of Minutes of Board of Directors regular meeting of February 6, 2012 and the special meeting of February 24, 2012.
- B. Consideration and potential approval of an agreement with the Napa Valley State Parks Association related to the operation and management of Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.
- C. Consideration and potential approval of revisions to the FY 2011-12 District budget.
- D. Update on District student outdoor education program (oral report).
- E. Update on the District's role with the planned remediation of the Twin Peaks and Corona Mines (oral report).
- F. Receipt of report on expenditures, encumbrances, donations and grants approved by the General Manager.
- G. Review of the District Projects Status Report.

### 5. Announcements by Board and Staff

In this time period, members of the Board of Directors and staff will announce meetings, events and other matters of interest. No action will be taken by the Board on any announcements.

### 6. Agenda Planning

In this time period, members of the Board of Directors and staff will discuss matters for possible consideration at future meetings. No action will be taken by the Board other than whether and when to agendaize such matters, unless specifically noted otherwise.

Next Board Meeting: Monday, April 9, 2012, 2:00 p.m., 1195 Third Street, 3<sup>rd</sup> floor

### 7. Adjournment



**Napa County Regional Park  
and Open Space District**

Harold Kelly—Vice President  
*Director Ward One*

Tony Norris  
*Director Ward Two*

Guy Kay  
*Director Ward Three*

Dave Finigan—President  
*Director Ward Four*

Myrna Abramowicz  
*Director Ward Five*

**DRAFT  
MINUTES**

**BOARD OF DIRECTORS REGULAR MEETING**

**Monday February 6, 2011 2:00 P.M.**  
1195 Third Street, Third Floor, Napa, CA 94559

1. Call to Order

Meeting called to order.

Directors present: Harold Kelly, Guy Kay, Myrna Abramowicz, Tony Norris.

Director Finigan excused.

Staff present: John Woodbury, Sarah Minahen

2. Public Comment

None.

3. Set Matters

2:00 PM Presentation by John Hoffnagle of the Land Trust of Napa County on the work of the land trust, and consideration and potential approval of a Memorandum of Understanding between the Land Trust and the Napa County Regional Park and Open Space District

John Hoffnagle presented the item. Discussion and questions from Directors.

The members voted to approve a Memorandum of Understanding between the Land Trust and the NCRPOSD.

HK-GK-MA-TN-DF

X

4. Administrative Items

A. Consideration and potential approval of Minutes of Board of Directors meeting of January 9, 2012.

Minutes of the regular meeting of the Board of Directors of the Park & Open Space were approved as presented.

MA-GK-HK-TN-DF

X

- B. Update and potential direction to staff regarding the planned closure of Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park, and the District's proposal to operate the two parks in partnership with the Napa Valley State Parks Association (oral report).

John Woodbury gave the report. Still no agreement with the State. Going very slow. Discussed possibility of turning cabins into vacation rentals. Fundraising efforts are very active. First \$5,000 of donations have been deposited. Other amounts have been committed, not received yet. Director Kay suggested we report every two weeks about donations received.

- C. Consideration and potential approval of easement deed to the County of Napa for a culvert crossing District property (APN 016-221-001) on the west side of Harness Drive in Lake Berryessa Estates.

John Woodbury gave the report. Directors voted to approve an easement deed to the County of Napa for culvert.

GK-HK-MA-TN-DF  
X

- D. Receipt of report on expenditures, encumbrances, donations and grants approved by the General Manager.

John Woodbury gave the report.

- E. Review of the District Projects Status Report.

John Woodbury gave the report with discussions on Ridge Trail, Napa River Bay Trail, Blue Ridge Berryessa Peak Trail, Lake Hennessey, Spanish Valley, Crystal Flats and Stone Corral.

5. Announcements by Board and Staff

- ▶ MA – Tony and MA attended Bay Area Plan on January 19<sup>th</sup>.
- ▶ MA – Has been attending American Canyon Open Space Advisory Committee. She has been appointed to work on the celebration committee for the Bay Trail and Mike's Hike and Bike trail
- ▶ TN – Acknowledged continuation of ad-hoc committees that have been established.

6. Agenda Planning

7. Adjournment

Meeting adjourned (2:50 p.m.) to next regular meeting of March 12, 2012

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ANTHONY NORRIS, Board President

ATTEST:

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SARAH MINAHEN, Acting District Secretary

Key

Vote: HK = Harold Kelly; TN = Tony Norris; GK = Guy Kay; DF = David Finigan; MA = Myrna Abramowicz

The maker of the motion and second are reflected respectively in the order of the recorded vote.

Notations under vote: N = No; A = Abstain; X = Excused



**Napa County Regional Park  
and Open Space District**

Harold Kelly  
*Director Ward One*

Tony Norris  
*Director Ward Two*

Guy Kay  
*Director Ward Three*

Dave Finigan  
*Director Ward Four*

Myrna Abramowicz  
*Director Ward Five*

**DRAFT  
MINUTES**

**BOARD OF DIRECTORS SPECIAL MEETING**

**Monday February 24, 2012 9:00 A.M.**  
1195 Third Street, Third Floor, Napa, CA 94559

**GENERAL INFORMATION**

Agenda items will generally be considered in the order indicated below, except for Set Matters, which will be considered at the time indicated. Agenda items may from time to time be taken out of order at the discretion of the President.

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Any member of the audience desiring to address the District on a matter on the Agenda, please proceed to the rostrum and, after receiving recognition from the President, give your name, address, and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the President.

State law requires agency officers (Directors and Officers) to disclose, and then be disqualified from participation in, any proceeding involving a license, permit, or other entitlement for use, if the officer has received from any participant in the proceeding an amount exceeding \$250 within the prior 12 month period. State law also requires any participant in a proceeding to disclose on the record any such contributions to an agency officer.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Directors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, on and after at the time of such distribution, in the Conservation, Development and Planning Department Office at 1195 Third Street, Suite 210, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

1. Call to Order and Roll Call

**Meeting called to order.**

**Directors present: Dave Finigan, Guy Kay, Tony Norris, Harold Kelly and Myrna Abramowicz**

**Staff present: John Woodbury, Chris Apallas.**

## 2. Public Comment

None.

## 3. Administrative Items

- A. Consideration and potential approval of Amendment No 1 to Agreement 10-14 with Questa Engineering to increase the amount of the agreement by \$10,000.

John Woodbury gave the staff report, explaining the justification for the adjustment in the contract with Questa. Motion to approve Amendment No. 1 by Dave Finigan and Myrna Abramowicz.  
DF-MA-HK-GK-TN

- B. Consideration and potential approval of agreement with the State of California for the District to manage and operate Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park (materials to be available at or before the meeting).

John Woodbury reviewed the draft agreement and answered questions from the Board. Motion to authorize the Board President to execute the draft agreement as presented, with minor changes authorized if so requested by the State, by Dave Finigan and Myrna Abramowicz.  
DF-MA-HK-GK-TN

## 4. Announcements by Board and Staff

In this time period, members of the Board of Directors and staff will announce meetings, events and other matters of interest. No action will be taken by the Board on any announcements.

Form 700's are due from all Board Directors and designated officers by April 1, 2012.

## 5. Agenda Planning

In this time period, members of the Board of Directors and staff will discuss matters for possible consideration at future meetings. No action will be taken by the Board other than whether and when to agendaize such matters, unless specifically noted otherwise.

Next Board Meeting: Monday, March 12, 2012, 2:00 p.m., 1195 Third Street, 3rd floor  
Consider adoption of Board policy on accepting, tracking and if necessary returning donations made for designated purposes.

## 6. Adjournment

Meeting adjourned to next regular meeting of March 12, 2012.

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TONY NORRIS, Board President

ATTEST:

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SARAH MINAHEN, Acting District Secretary

Key

Vote: HK = Harold Kelly; TN = Tony Norris; GK = Guy Kay; DF = David Finigan; MA = Myrna Abramowicz

The maker of the motion and second are reflected respectively in the order of the recorded vote.

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Napa County Regional Park  
and Open Space District

## **STAFF REPORT**

Date: March 12, 2012

Agenda Item: 4.B

Subject: Consideration and potential approval of an agreement with the Napa Valley State Parks Association related to the operation and management of Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.

### Recommendation

Authorize the General Manager to execute the Operation and Management Agreement for Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.

### Background

The District and the Association have been working together since the summer of 2011 to develop plans to take over management and operation of the BNVSP and the BGMSHP to prevent their planned closure by State Parks. The District submitted a joint proposal to the State, and an agreement between the District and the State implementing the joint proposal is now circulating for final signatures. Operation of the parks will transfer to the District on April 1<sup>st</sup>; it is therefore imperative that the informal understanding between the District and the Association be formalized; the attached draft agreement accomplishes this purpose.

**NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
AGREEMENT NO. \_\_\_\_\_**

**OPERATION AND MANAGEMENT AGREEMENT FOR BOTHE-NAPA VALLEY  
STATE PARK AND BALE GRIST MILL STATE HISTORIC PARK**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special District of the State of California, hereinafter referred to as "District", and the NAPA VALLEY STATE PARKS ASSOCIATION, non-profit corporation of the State of California whose mailing address is 3801 St. Helena Highway North, Calistoga, CA 94515, hereinafter referred to as "Association";

**RECITALS**

**WHEREAS**, the State of California in 2010 approved the closure of 70 State Parks, including Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park within Napa County ("Parks");

**WHEREAS**, the District expects to enter into an agreement with the State of California (hereinafter referred to as "State Agreement") to manage and operate the Parks effective on or after April 12, 2012 for a term of five years (Exhibit B); and

**WHEREAS**, the Association was formed for the purpose of supporting the Parks, has a major role in the operation of the Parks, and wishes to continue supporting the Parks; and

**WHEREAS**, District wishes to contract with the Association to provide specialized services related to the operation and management of the Parks.

**TERMS**

**NOW, THEREFORE**, District and Association hereinafter referred to collectively as the "Parties") hereby agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence upon the signing of an agreement between District and the State of California granting District the authority to manage and operate the Parks, and shall continue as long as that agreement is in effect, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of the Parties shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. **Scope of Services.** The parties to this agreement shall provide those services and have

those responsibilities set forth in Exhibit "A", attached hereto and incorporated by reference herein.

**3. Finances.**

- (a) Revenues from Operations. The Parties shall collect and distribute revenues from operations at the Parks as set forth in Exhibit "A". Such revenues shall only be used to support the operation, management, restoration, repair and administration of the Parks.
- (b) Grants and Donations. Grants and donations received by either Party for specific Parks-related purposes shall be used for those purposes, and only those purposes. Grants and donations made for general Parks-related purposes shall be allocated to the Parties for Parks-related purposes by the Operations Committee established by paragraph 4 to this Agreement..
- (c) Transfers of Funds Between Parties. Although the Parties have distinct responsibilities and rights under this Agreement, the Parties shall cooperate with and support each other to the extent possible, including but not limited to undertaking joint fundraising activities and sharing the revenues thereof. The amount and manner in which these revenues are shared between the Parties shall be determined by the Operations Committee, established by paragraph 4 to this Agreement.
- (d) Financial Records. The Parties shall maintain records of all Parks-related expenditures in a form acceptable to the District Auditor and in compliance with the requirements of the State Agreement which indicates, at a minimum, vendor name, address, Taxpayer Identification Number, purpose of expenditure, the method of calculation and the amount. For employment-related expenditures, the records shall include the hours worked by task during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the hourly rate(s).

**4. Operations Committee.** Day to day administrative decisions shall be made by the District's Park Manager. The Parties shall establish an Operations Committee consisting of two representatives of the District and two representatives of the Association. Each Party's governing body shall select its representatives as well as determine its process for instructing its representatives to the committee. The Operations Committee shall meet as needed to assist the Park Manager in coordinating the work of the Parties. Any Parks-related grants and donations received by either Party, that are not earmarked for specific purposes, shall be allocated between the Parties by the Operations Committee. Any member of the Operations Committee may request a meeting of the Committee. Meetings of the Operations Committee shall be subject to the State of California's Brown Act and related open meetings laws and regulations. In the event of a disagreement which the Operations Committee is unable to resolve to the satisfaction of both parties, either party may request, and if so requested the two parties shall hold a joint meeting of the boards of directors for the two parties in an effort to resolve the disagreement, or may initiate the termination provisions of this Agreement.

**5. Independent Contractor.** The Parties are performing this Agreement as independent contractors. Neither Party, and its officers, agents and employees, is nor shall be deemed,

employees of the other for any purpose, including workers' compensation and employee benefits. Each Party shall, at each Party's own risk and expense, determine the method and manner by which duties imposed on each Party by this Agreement shall be performed; provided, however, that either Party may monitor the work performed by the other. Neither Party shall deduct or withhold any amounts whatsoever from the compensation paid to the other Party, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, each Party shall be solely responsible for all such payments to its own employees.

6. **Specific Performance.** The Association, including the employees, contractors and volunteers of Association, shall be the sole provider of the services required by this Agreement, unless the District General Manager provides specific written authorization for the Association to subcontract a portion of the work and approves the choice of subcontractor. Because the services to be performed by or through the Association under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, District, in addition to any other rights or remedies which District may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Association. What does this last sentence mean?

7. **Insurance.** The Association shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, the Association shall provide workers' compensation insurance for employees hired to perform any of the Association's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide District with certification of all such coverages upon request by District's General Manager.

(b) Liability insurance. The Association shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or obtained via equivalent self-insurance satisfactory to District's General Manager:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of the Association or any officer, agent, employee or volunteer of the Association under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. [*reserved*]

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Association's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be

evidenced by one or more certificates of coverage or, with the consent of District's General Manager, demonstrated by other evidence of coverage acceptable to District's General Manager, which shall be filed by Association with District's General Manager prior to commencement of performance of any of Association's duties; shall reference this Agreement by its District number; shall be kept current during the term of this Agreement; shall provide that District shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3), the Association shall also file with the evidence of coverage an endorsement from the insurance provider naming District, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Association not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of District shall pertain only to liability for activities of Association under this Agreement, and that the insurance provided is primary coverage to District with respect to any insurance or self-insurance programs maintained by District. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by District's Risk Manager, Association shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, District's General Manager, which approval shall not be denied unless District's General Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of the Association by this Agreement. At the option of and upon request by District's General Manager if the General Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects District, its officers, employees, agents and volunteers of the Association shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(f) Additional State Insurance Requirements. The Agreement between the District and the State of California contains additional insurance provisions. The insurance obtained by the Association, and the insurance certificates provided by the Association to the District, shall name both the District and the State of California as additional insureds, and shall comply with all of the requirements of the Agreement between the State and the District.

## 8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, Association and District shall each defend, indemnify and hold harmless each other as well as their respective officers, agents

and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. The Association accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) and for requiring the same of any authorized subcontractors, to provide the services required of Association under this Agreement, including completion of a satisfactory background check and period rechecks to the extent permitted by law and determined by the Association to be reasonably necessary in light of the work being performed by such persons, including whether such work will place such persons in unsupervised proximity with persons working or visiting the Parks who are minor children. Notwithstanding anything to the contrary in this Paragraph, Association shall hold District and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Association's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). Decisions to terminate for cause shall be made by the governing board of the party taking the action to terminate.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least sixty days prior to the effective date; provided, however, that no such termination may be effected by either Party unless an opportunity for consultation is provided prior to the effective date of the termination. Decisions to terminate for convenience shall be made by the governing board of the party taking the action to terminate.

11. **Disposition of and Title to Work upon Expiration or Termination.** Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of District, the property of and shall be promptly returned to District, although the Association may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by the Association under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only District shall be entitled to claim or apply for the copyright or patent thereof. The Parties acknowledge and agree

that pursuant to the agreement between the District and the State of California granting District the right to manage and operate the Parks, the State of California retains most rights of disposition and title to work produced pursuant to that agreement, and the District's rights as stated herein relative to the Association are necessary to enable the District to fulfill its responsibilities to the State of California.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

<u>District</u>	<u>Association</u>
General Manager Napa County Regional Park and Open Space District 1195 Third Street, Room 210 Napa, CA 94559	Board President Napa Valley State Parks Association 3801 St. Helena Highway North Calistoga, CA 94515

14. **Compliance with Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** Association hereby agrees to comply, and require its employees and subcontractors to comply with the following policies, copies of which are on file with the Clerk of the Board of Supervisors of Napa County and incorporated by reference herein. The Association also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by employees or contractors of District or of the County of Napa. For purposes of applying these obligations under this Paragraph, references in the Policies to "County", "County of Napa" or "Napa County" shall also mean District, and references to "Board" or "Board of Supervisors" shall also mean the District's Board of Directors:

- (a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.
- (b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.
- (c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.
- (d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and

subcontractors of Association whose performance of services under this Agreement requires access to any portion of the Napa County or District computer network shall sign and have on file with Napa County's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed by either Party to the other, which relates to the Party's past, present, and future activities, as well as activities under this Agreement. The Parties shall hold all such information as each may receive, if any, in trust and confidence, except with the prior written approval of the other Party.

16. **No Assignments or Subcontracts.** A consideration of this Agreement is the reputation and expertise of Association's staff; therefore, Association shall not assign any interest in this Agreement or subcontract any of the services Association is to perform hereunder, except as indicated in Exhibit A.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

18. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** The Association shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, the Association and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified



gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. The Association shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, the Association shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

(b) Documentation of Right to Work. The Association agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Association performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. The Association shall make the required documentation available upon request to District for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of the Association under this Agreement are subcontracted to a third party, the Association shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages

(1) Affected work. The Association shall require any paid subcontractor to comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved and if the work is performed by such paid subcontractor or the paid employees thereof rather than by volunteers working under the supervision of the paid subcontractor as a volunteer coordinator.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph (d) shall be submitted weekly to District's General Manager. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract.

The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. The Association shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) **Apprentices.** The Association shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid the Association for such work is \$30,000 or more.

20. **Taxes.** The Association agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. The Association agrees to indemnify and hold District harmless from any liability it may incur to the United States or the State of California as a consequence of the Association's failure to pay or withhold, when due, all such taxes and obligations. In the event that District is audited for compliance regarding any withholding or other applicable taxes or amounts, the Association agrees to furnish District with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** District, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of the Association which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Association shall maintain all required records for at least five (5) years after District makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** The Association and District each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement and have duly authorized the undersigned representatives to sign on their behalf.

23. **Conflict of Interest.**

(a) **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. The Association hereby covenants that it presently has no interest not disclosed to District and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as District may consent to in writing prior to the acquisition by Association of such conflict. Association further warrants that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. The Association agrees that if such financial interest does exist at the inception of this Agreement, District may terminate this Agreement immediately upon giving written notice without further obligation by District to the Association

under this Agreement.

(b) **Statements of Economic Interest.** The Association acknowledges and understands that District has developed and approved a Conflict of Interest Code as required by state law which requires the Association to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that the Association, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By executing this Agreement, the District's Board of Directors hereby determines in writing that the Association has been hired so that its employees, officers, agents and volunteers may perform for District a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

29. **State Agreement.** In the event of any inconsistency between the State Agreement and this Agreement, the State Agreement shall prevail, and its requirements shall apply to the Association as well as the District.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the

////

date first above written.

**NAPA VALLEY STATE PARKS Association**, a non-profit corporation of the State of California

By \_\_\_\_\_  
Wendy Cole, President

By \_\_\_\_\_  
Chip Bouril, Vice President

“Association”

**NAPA COUNTY REGIONAL PARK AND OPEN SPACE District**, a special District of the State of California

By \_\_\_\_\_  
JOHN WOODBURY, General Manager

“District”

ATTEST: SARAH MINAHEN,  
Acting District Secretary

By: \_\_\_\_\_

APPROVED AS TO FORM:  
CHRIS APALLAS,  
District Legal Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

<p><b>APPROVED BY THE NAPA COUNTY REGIONAL PARK AND OPEN SPACE District</b></p> <p>Date: _____</p> <p>By: _____ Acting District Secretary</p>
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## EXHIBIT "A"

### SCOPE OF WORK

The Association shall provide the District with the following services:

- I. **Employees/Contractors.** The Association shall employ or contract for a qualified part-time miller (if available), a part-time mill manager/volunteer coordinator, and other employees or contractors at its discretion, to support the operation, maintenance, repair and management of the Bale Grist Mill. Association employees or contractors shall report to the District's Park Manager for routine direction and coordination of work, but Association is solely responsible for their performance, compensation and retention/replacement.
- II. **Volunteers.** The Association shall provide volunteers as needed at the Bale Grist Mill and the Visitor Center, with a goal of having the Visitor Center open at least 4 hours per day during the peak season (May through September), the Mill open for tours on weekends, Monday holidays and school tours as arranged. The hours of operation and frequency of tours may be adjusted to reflect demand and available funding.
- III. **Special Events.** The Association shall sponsor special events such as but not limited to the Old Mill Days, Pioneer Christmas, Harvest Moon Dinner, Native plant garden maintenance, nature camp and school tours, and may use the Parks for these special events, subject to coordination with the Park Manager to avoid scheduling conflicts. Special events not specifically identified in this paragraph shall be subject to advance approval by District and consistent with the State Agreement.
- IV. **Sales.** The Association shall manage the sale of merchandise at the Bale Grist Mill and at the Visitor Center, and retain the revenues thereof subject to the terms and conditions of the Agreement, as well as the Operating Agreement between the District and the State of California giving the District the authorization to operate and manage the Parks, except that the sale or rental of equipment and supplies directly related to the campground, cabins and yurts shall be retained by the District.
- V. **Entrance Fees.** The Association shall retain all mill entrance fees, subject to the terms and conditions of the Agreement, as well as the Operating Agreement between the District and the State of California. The Association will coordinate with the District to set entrance fee amounts.
- VI. **Grants and Fundraising.** The Association shall seek grants and raise funds through special events, campaigns and other activities to support the Parks, and also collect donations on behalf of the District if so requested by District. Funds raised by the District but collected by the Association shall be transferred by the Association to the District when requested by District. Funds raised by the Association to support the Bale Grist Mill shall be expended to support the operation and maintenance of the mill, as determined by the Association. Grants and donations raised by the Association to support the Parks which are not earmarked for a specific purpose shall be expended in accordance with the direction of the Operations Committee established by the Agreement.
- VII. **Mill Operations.** The Association shall be responsible for paying for the following

Mill operating expenses to the extent they are related to the operation of the Mill:

- a. newsletter and other printing costs
- b. Utility services at the Mill (telephone, garbage, electricity)
- c. Postage
- d. Routine maintenance and repairs **In the event of a major failure, the District and the Association shall discuss and seek ways to work together to fix any major failure.**
- e. Permits and fees
- f. Insurance
- g. Office supplies
- h. Stone dressing
- i. Expenses associated with sales (grain, gifts, books, sales taxes)
- j. Expenses associated with programs (Old Mill Days, Pioneer Christmas, Harvest Moon Dinner, nature camp, volunteer appreciation, etc)

If mill becomes inoperable due to major failure, the association will continue to provide interpretive services at the mill.

VIII. Reports. The Association shall provide the District will monthly reports of the number of visitors, revenues from mill entrance fees, revenues from sales by type of sales, and other information which may be required by the State of California pursuant to the District's agreement with the State for the operation of Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.

The District shall provide the Association with the following services:

- I. **Camp Hosts.** The District shall provide space and hookups for two camp hosts whose duties shall be to maintain and operate the Bale Grist Mill.
- II. **Water and Septic.** The State shall be responsible for testing and monitoring the water systems for both Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park, and the District shall maintain the water and septic systems, except that the District is not required to repair these systems in the event of major failure. In the event of a major failure, the District and the Association shall discuss and seek ways to work together to fix this infrastructure.
- III. **Park Manager.** The District's Park Manager at District expense shall oversee and help coordinate the activities of the Association in regards to the operation, maintenance and any repair of the Parks.
- IV. **Interface with State Parks.** The District shall administer the State Agreement and assist the Association obtain reviews, permits and other approvals that may be required by State Parks for Association activities.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by the Association for or under the direction of District pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for

multiple documents or written reports



**EXHIBIT "B"****STATE AGREEMENT**

Attached is the draft State Agreement or, once it is fully executed, the adopted State Agreement, which is incorporated into and hereby made a part of this Agreement.



Napa County Regional Park  
and Open Space District

## STAFF REPORT

Date: March 12, 2012  
Agenda Item: 4.C  
Subject: Consideration and potential approval of revisions to the adopted budget for FY 2011-12, and receipt of FY 2011-12 first quarter financial actuals.

### Recommendation

Approve the recommended modifications to the FY 2011-2012 budget.

### Background

The District budget for this fiscal year was last amended in October 2011. Those amendments were primarily to accurately capture rollover funds and accrued revenues and expenses that were not fully known at the beginning of the fiscal year. Now that we are 8 months into the year, it is time to revise the budget in light of actual experience.

Overall, despite a dramatically larger and more complex budget compared to prior years, the District is on track to end the fiscal year with a small surplus. However, with the District taking on two State Parks, the situation could change rapidly, and so staff recommends the District continue to be very cautious for the next few months.

The major adjustments are as follows:

1. General comment. The overall budget is recommended to be reduced significantly. This is because at the beginning of the fiscal year the budget included the full amount of grants available for Camp Berryessa, the Napa River Ecological Reserve, and Moore Creek, because the actual timing of the work was not yet known but we wanted the budget to show what could be available should it be needed.
2. Oat Hill Mine Trail. Revenues and expenses are reduced to reflect the fact that the final work on the lower section of the trail will not be done this fiscal year due to time and staffing constraints, but will be rolled over into next fiscal year.
3. Napa River and Bay Trail. Project costs have come in a little lower than expected; as a result, the grant from the Resources Agency can be used to offset some staff costs that were originally expected to be paid by the County.
4. Vine Trail. The Caltrans grant to fund the section of the Bay Trail by Soscol Ferry Road (part of the Vine Trail) will not be released in time to do the work this fiscal year. Thus, less staff planning time is budgeted for this year.

5. Camp Berryessa. The adopted budget included the full amount of the grants available for this project. Now that the project is underway, the recommended budget includes only the work that is actually expected to be undertaken this fiscal year.
6. Napa River Ecological Reserve. The adopted budget included the full amount of funding available from the Coastal Conservancy and the Wildlife Commission, which is more than has been needed. The conservancy grant will be extended for an additional year. The Wildlife Commission grant expires this June 30<sup>th</sup>; it is likely that some of this grant will be unused and returned.
7. Putah Creek. The budget is recommended to be decreased to reflect actual expected costs for this fiscal year.
8. State Parks. The adopted budget does not include anything for the State Parks. The recommended budget is a preliminary estimate simply to ensure funds are available to cover expenses for the next few months while the actual budget is refined.
9. General Fund. Reductions elsewhere in the budget make it possible to increase the amount available for the General Fund.

**Budget 2011-12 revised Oct 18, 2011 recommended Mar 12, 2012**

**Revenues**

		Adopted Budget 111019 2011-12								
Description	Moore Creek	Oat Hill Mine Trail	Napa River and Bay Trail	Vine Trail	Camp Berryessa	Berryessa Vista	NRER	Putah Creek	General Fund	Total
0 Interest										\$0
1 Grant from Napa County	\$175,000	\$39,824	\$16,500	\$11,000	\$69,000	\$2,200	\$19,500	\$46,250	\$216,900	\$596,174
2 Elections Cost Grant from Napa County										\$0
3 State Coastal Conservancy Grant/Wildlife Com					\$1,500,000		\$50,000			\$1,550,000
4 Resources Agency Grant			\$963,135							\$963,135
5 Mead Foundation					\$50,000					\$50,000
6 TE grant										\$0
7 STP grant										\$0
8 Donations										\$0
9 Program Income	\$11,600							\$5,000		\$16,600
10 Special Projects Grant for Moore Creek										\$0
11 Use of District Reserves										\$0
12 <b>Total Revenue</b>	<b>\$186,600</b>	<b>\$39,824</b>	<b>\$979,635</b>	<b>\$11,000</b>	<b>\$1,619,000</b>	<b>\$2,200</b>	<b>\$69,500</b>	<b>\$51,250</b>	<b>\$216,900</b>	<b>\$3,175,909</b>

		Estimated Actuals July 1 - February 29, 2010 (8 months) 2011-2012									
Description	Moore Creek	Oat Hill Mine Trail	Napa River and Bay Trail	Vine Trail	Camp Berryessa	Berryessa Vista	NRER	Putah Creek	State Parks	General Fund	Total
	\$1,121		\$968		\$203	\$0	-\$24	\$2		\$408	\$2,678
	\$70,608	\$1,099	\$26,538	\$2,438	\$8,920	\$261	\$8,745	\$9,206		\$107,285	\$235,100
					\$21,163		\$8,436				\$29,599
			\$877,463								\$877,463
											\$0
											\$0
	\$200	\$344									\$544
	\$8,070							\$5,000			\$13,070
											\$0
											\$0
	<b>\$79,999</b>	<b>\$1,443</b>	<b>\$904,969</b>	<b>\$2,438</b>	<b>\$30,286</b>	<b>\$261</b>	<b>\$17,157</b>	<b>\$14,208</b>	<b>\$0</b>	<b>\$107,693</b>	<b>\$1,158,454</b>

**Expenses**

		Adopted Budget 111019 2011-12								
Description	Moore Creek	Oat Hill Mine Trail	Napa River and Bay Trail	Vine Trail	Camp Berryessa	Berryessa Vista	NRER	Putah Creek	General Fund	Total
13 PROFESSIONAL SERVICES (COUNTY)	\$22,000	\$5,500	\$16,500	\$11,000	\$69,000	\$1,100	\$5,500	\$32,000	\$120,400	\$283,000
14 PROFESSIONAL SERVICES (NON-COUNTY)	\$50,000	\$4,000	\$133,135	\$0	\$120,000	\$1,000	\$24,000	\$5,000	8,000	\$345,135
15 CONSTRUCTION CONTRACTS	\$104,600	\$30,124	\$829,800		\$1,429,250		\$35,700			\$2,429,474
16 LEGAL EXPENSE									\$23,000	\$23,000
17 INSURANCE:LIABILITY	\$1,500								\$3,000	\$4,500
18 MEMBERSHIPS									\$1,500	\$1,500
19 OFFICE EXPENSE									\$1,000	\$1,000
20 MATERIALS AND SUPPLIES	\$5,500						\$4,000			\$9,500
21 UTILITIES	\$2,500									\$2,500
22 AUDIT AND ACCOUNTING SERVICES									\$10,000	\$10,000
23 ELECTION SERVICES										\$0
24 CONTINGENCIES/ SPECIAL PROJECTS								\$10,000	\$50,000	\$60,000
25 TRANSPORTATION & TRAV	\$500	\$200	\$200		\$750	\$100	\$300	\$750		\$2,800
27 TRAINING										\$0
28 FEES AND ASSESSMENTS								\$3,500		\$3,500
29 <b>Total Expenditures</b>	<b>\$186,600</b>	<b>\$39,824</b>	<b>\$979,635</b>	<b>\$11,000</b>	<b>\$1,619,000</b>	<b>\$2,200</b>	<b>\$69,500</b>	<b>\$51,250</b>	<b>\$216,900</b>	<b>\$3,175,909</b>

		Estimated Actuals July 1 - February 29, 2010 (8 months) 2011-2012									
Description	Moore Creek	Oat Hill Mine Trail	Napa River and Bay Trail	Vine Trail	Camp Berryessa	Berryessa Vista	NRER	Putah Creek	State Parks	General Fund	Total
	\$12,720	\$477	\$25,864	\$2,438	\$8,904	\$106	\$2,385	\$8,957		\$80,367	\$142,218
	\$16,525	\$657	\$65,326		\$21,179	\$505	\$7,969	\$325		4,249	\$116,735
	\$47,585	\$31	\$805,442				\$3,883	\$157			\$857,098
										\$11,080	\$11,080
										\$1,425	\$2,901
										\$1,500	\$1,500
										\$616	\$616
										\$851	\$851
	\$1,647						\$8,570				\$10,217
										\$7,376	\$7,376
											\$0
											\$0
	\$47		\$109				\$13	\$98		\$885	\$1,152
											\$0
											\$0
	<b>\$80,000</b>	<b>\$1,165</b>	<b>\$896,741</b>	<b>\$2,438</b>	<b>\$30,083</b>	<b>\$611</b>	<b>\$22,820</b>	<b>\$9,537</b>	<b>\$0</b>	<b>\$108,349</b>	<b>\$1,151,744</b>

**Budget 2011-12 revised Oct 18, 2011 recommended Mar 12, 2012**

**Revenues**

Description	Adopted Budget 111019 2011-12									Total
	Moore Creek	Oat Hill Mine Trail	Napa River and Bay Trail	Vine Trail	Camp Berryessa	Berryessa Vista	NRER	Putah Creek	General Fund	
0 Interest										\$0
1 Grant from Napa County	\$175,000	\$39,824	\$16,500	\$11,000	\$69,000	\$2,200	\$19,500	\$46,250	\$216,900	\$596,174
2 Elections Cost Grant from Napa County										\$0
3 State Coastal Conservancy Grant/Wildlife Com					\$1,500,000		\$50,000			\$1,550,000
4 Resources Agency Grant			\$963,135							\$963,135
5 Mead Foundation					\$50,000					\$50,000
6 TE grant										\$0
7 STP grant										\$0
8 Donations										\$0
9 Program Income	\$11,600							\$5,000		\$16,600
10 Special Projects Grant for Moore Creek										\$0
11 Use of District Reserves										\$0
12 <b>Total Revenue</b>	<b>\$186,600</b>	<b>\$39,824</b>	<b>\$979,635</b>	<b>\$11,000</b>	<b>\$1,619,000</b>	<b>\$2,200</b>	<b>\$69,500</b>	<b>\$51,250</b>	<b>\$216,900</b>	<b>\$3,175,909</b>

Description	Recommended Revised Budget 2011-2012										Total
	Moore Creek	Oat Hill Mine Trail	Napa River and Bay Trail	Vine Trail	Camp Berryessa	Berryessa Vista	NRER	Putah Creek	State Parks	General Fund	
	\$1,121		\$968		\$203	\$0	-\$24	\$2		\$408	\$2,678
	\$175,000	\$2,200	\$16,500	\$4,000	\$69,000	\$2,200	\$24,500	\$31,248	\$15,002	\$256,524	\$596,174
											\$0
					\$174,547		\$9,000				\$183,547
			\$963,135								\$963,135
					\$0						\$0
											\$0
									\$100,000		\$100,000
	\$11,600							\$5,000	\$20,000		\$36,600
											\$0
											\$0
<b>Total Revenue</b>	<b>\$187,721</b>	<b>\$2,200</b>	<b>\$980,603</b>	<b>\$4,000</b>	<b>\$243,750</b>	<b>\$2,200</b>	<b>\$33,476</b>	<b>\$36,250</b>	<b>\$135,002</b>	<b>\$256,932</b>	<b>\$1,882,134</b>

**Expenses**

Description	Adopted Budget 111019 2011-12									Total
	Moore Creek	Oat Hill Mine Trail	Napa River and Bay Trail	Vine Trail	Camp Berryessa	Berryessa Vista	NRER	Putah Creek	General Fund	
13 PROFESSIONAL SERVICES (COUNTY)	\$22,000	\$5,500	\$16,500	\$11,000	\$69,000	\$1,100	\$5,500	\$32,000	\$120,400	\$283,000
14 PROFESSIONAL SERVICES (NON-COUNTY)	\$50,000	\$4,000	\$133,135	\$0	\$120,000	\$1,000	\$24,000	\$5,000	8,000	\$345,135
15 CONSTRUCTION CONTRACTS	\$104,600	\$30,124	\$829,800		\$1,429,250		\$35,700			\$2,429,474
16 LEGAL EXPENSE									\$23,000	\$23,000
17 INSURANCE:LIABILITY	\$1,500								\$3,000	\$4,500
18 MEMBERSHIPS									\$1,500	\$1,500
19 OFFICE EXPENSE									\$1,000	\$1,000
20 MATERIALS AND SUPPLIES	\$5,500						\$4,000			\$9,500
21 UTILITIES	\$2,500									\$2,500
22 AUDIT AND ACCOUNTING SERVICES									\$10,000	\$10,000
23 ELECTION SERVICES										\$0
24 CONTINGENCIES/ SPECIAL PROJECTS								\$10,000	\$50,000	\$60,000
25 TRANSPORTATION & TRAV	\$500	\$200	\$200		\$750	\$100	\$300	\$750		\$2,800
27 TRAINING										\$0
28 FEES AND ASSESSMENTS								\$3,500		\$3,500
29 <b>Total Expenditures</b>	<b>\$186,600</b>	<b>\$39,824</b>	<b>\$979,635</b>	<b>\$11,000</b>	<b>\$1,619,000</b>	<b>\$2,200</b>	<b>\$69,500</b>	<b>\$51,250</b>	<b>\$216,900</b>	<b>\$3,175,909</b>

Description	Recommended Revised Budget 2011-2012										Total
	Moore Creek	Oat Hill Mine Trail	Napa River and Bay Trail	Vine Trail	Camp Berryessa	Berryessa Vista	NRER	Putah Creek	State Parks	General Fund	
	\$18,000	\$1,000	\$27,500	\$4,000	\$69,000	\$1,100	\$5,500	\$20,000	\$12,002	\$131,900	\$290,002
	\$40,000	\$1,000	\$122,135	\$0	\$152,000	\$1,000	\$12,000	\$2,000	\$23,000	14,000	\$367,135
	\$119,721	\$0	\$829,800		\$22,000		\$11,676		\$100,000		\$1,083,197
										\$23,000	\$23,000
	\$1,500									\$3,000	\$4,500
										\$1,500	\$1,500
										\$1,000	\$1,000
	\$5,500						\$4,000				\$9,500
	\$2,500										\$2,500
										\$10,000	\$10,000
											\$0
								\$10,000		\$73,500	\$83,500
	\$500	\$200	\$200		\$750	\$100	\$300	\$750			\$2,800
											\$0
								\$3,500			\$3,500
<b>Total Expenditures</b>	<b>\$187,721</b>	<b>\$2,200</b>	<b>\$979,635</b>	<b>\$4,000</b>	<b>\$243,750</b>	<b>\$2,200</b>	<b>\$33,476</b>	<b>\$36,250</b>	<b>\$135,002</b>	<b>\$257,900</b>	<b>\$1,882,134</b>

Expenditure as % of budget

102%  
106%  
45%  
100%  
100%  
100%  
100%  
139%  
100%



Napa County Regional Park  
and Open Space District

## STAFF REPORT

Date: March 12, 2012

Agenda Item: 4.F

Subject: Receipt of report on expenditures, encumbrances, donations and grants approved by the General Manager

### Recommendation

Receive the report.

### Background

Section III.A (7) authorizes the General Manager to bind the district for supplies, materials, labor and other valuable consideration, in accordance with board policy and the adopted District budget, up to \$10,000 for non-construction purposes and up to \$25,000 for construction purposes, provided that all such expenditures are subsequently reported to the Board of Directors. Section III.A(8) of the By-Laws authorizes the General Manager to apply for grants and receive donations, subject to reporting such actions to the Board of Directors. Pursuant to this authorization, the following information is provided to the Board.

Date	Journal #	Purpose	Recipient	Amount
2/7/2012	AP00225552	GF-- paper	JOHN WOODBURY	\$15.07
2/15/2012	AP00225779	GF-- Flyway Fest	CJ YIP & ASSOCIATES	\$55.00
2/7/2012	AP00225552	GF--transportation	JOHN WOODBURY	\$90.47
2/28/2012	AP00226131	GF--transportation	JOHN WOODBURY	\$62.07
2/15/2012	AP00225779	MC Pump-tank cleaning	OAKVILLE PUMP SERVICE	\$880.00
2/15/2012	AP00225779	MC gate bolts	CJ YIP & ASSOCIATES	\$1.34
2/28/2012	AP00226131	MC extra portable toilets	UNITED SITE SERVICES	\$190.88
2/7/2012	AP00225552	NRBT supplies	JOHN WOODBURY	\$303.68
2/7/2012	AP00225552	NRBT fence supplies	MARTIN RANCH SUPPLY I	\$373.14
2/15/2012	AP00225779	Benches	QUICK CRETE PROD CORP	\$2,181.94
2/28/2012	AP00226131	NRBT supplies	JOHN WOODBURY	\$368.01
2/28/2012	AP00226131	NRBT backhoe rental	UNITED RENTALS	\$1,366.23
2/28/2012	AP00226131	NRBT signs	NAPA SIGN SHOP	\$739.92
2/28/2012	AP00226131	NRBT transportation	JOHN WOODBURY	\$42.18
2/15/2012	AP00225779	NRER supplies	CJ YIP & ASSOCIATES	\$7.54
2/15/2012	AP00225779	PC-Water Asses.	SOLANO CNTY WTER AGENCY	\$6.47

Napa County Regional Park and Open Space District

Plan of Projects  
**Status Report**

March 12, 2012

Name of Project	Description	Status
Bay Area Ridge Trail Realignment	Amendment to the proposed alignment of the Bay Area Ridge Trail extend north to the Oat Hill Mine Trail	Ridge Trail Board has approved evaluating the amended alignment. District staff is working with the Ridge Trail and other partners to prepare the evaluation. Sonoma County agency staff have prepared an initial analysis of trail alignments on the Sonoma side of the Napa-Sonoma border. A proposed realignment for the Napa portion of the route has been prepared and is now under review by Ridge Trail and Sonoma staff, and should be available for BOD review in the near future.
Bay Area Ridge Trail Tuteur Loop	Assignment of Tuteur Loop Ridge Trail easement from the Bay Area Ridge Trail to the District	The Bay Area Ridge Trail Council obtained a donated easement from the Tuteur family and constructed a section of Bay Area Ridge Trail adjacent to Skyline Park. The Council wishes to transfer this easement to the District. Staff for the District and Council have gathered all the relevant documents, and initiated discussion with the Tuteur family to determine if there are any issues or amendments that should be considered. Next steps are to complete legal review of the documents, make amendments if warranted, obtain the consent of the Coastal Conservancy (who funded the trail construction), and then execute the assignment.
Bay/River Trail -- American Canyon to Napa	An 8+ mile recreational trail between the cities of American Canyon and Napa generally following the Napa River and interior levees of associated wetlands.	<p>Phase One--Euclpytus Drive to Green Island Road <u>The interpretive panels, viewing pipes and other signage were installed by volunteers on Feb 4, 2012.. A soft opening of the trails was done the beginning of January 2012, with the formal opening party planned for May 8, 2012. Trail directional signs have been fabricated and will be installed in the next two weeks.</u></p> <p>Phase Two--Green Island Road to Soscol Ferry Road Questa has completed a revised the draft PUC permit application for a public crossing of the SMART tracks. SMART, NRCA and the PUC have verbally agreed to allow the railroad crossing; formal concurrence is now being sought. District staff is continuing to work with SMART to get their formal approval. LSA Associates has completed a biological survey for the Fagan Marsh area; based on the results, DFG has indicated they do not want the trail alignment to follow the levee on the north side of Fagan Marsh; District staff is now reviewing the feasibility of an alternative alignment. DFG, the Bay Trail Project and the Coastal Conservancy are funding the prepaton of the supplemental environmental analysis for the section of the trail next to DFG's ponds 9 and 10; this work is being handled by Ducks Unlimited on behalf of DFG. District staff met with the involved parties on May 25, 2011 and again on November 9, 2011 to resolve questions, and is continuing to meet to address questions about the scope of additional CEQA review. <u>DU has comleted their draft review, including cost estimates.</u> District staff together with Napa Sanitation District staff toured two other water treatment facilities that have segments of the Bay Trail going through or past their facilities.</p> <p>Phase Three--Soscol Ferry Road to Napa Pipe All permits and permissions have been obtained, and construction bid documents are done. Caltrans has determined the project is eligible for federal Transportation Enhancements grant funds, and has approved NEPA review for the project. Staff is now completing Caltrans' extensive paperwork needed to obtain the funds. <u>The goal was to to construct the project May-June 2012, but Caltrans approval will not be ready in time. Hopefull the funding can be extended, but this is not guaranteed.</u></p>
Berryessa Estates	Acquire 480 acres next to Berryessa Estates from BLM at no fee through their Recreation and Public Purpose Act procedure. Would serve as a wilderness park for local residents eventually be the northern trailhead for a trail between Berryess Estates and Pope Canyon.	The District met with BLM in mid-January 2011 to discuss how to speed up BLM's process for the no-fee transfer of this property. Another meeting was held August 5, 2011 to try and speed up the BLM processing of this application. CDF and the Pope Valley Volunteer Fire Department have added a proposal to construct a fire substation on a corner of the property. A community meeting was held March 2009 to get input from the community. The District has completed the donation to the District of a small, 0.2 acre property that provides critical access to the northeast corner of the property. The District has allowed excess soil from a nearby public project to be disposed of on this property, which saves them money and facilitates the eventual construction of the fire substation; staff is working on a drainage easement to the County to assure the County takes care of the extension of the storm drain under this new fill. CDF crews did extensive fire break work in 2009 through 2011 to protect the residences next to the BLM land.
Berryessa Vista	Planning and stewardship of this 224 acre wilderness park.	Volunteers working with the District have completed detailed GIS mapping showing all existing roads, creek crossings, vista points and potential campsites. Continuing damage by off-road vehicles trespassing on the property was noted; staff is developing a plan for how to stop the trespass. As a first step, a letter was sent to all property owners in that area introducing the District, explaining the deed restriction prohibiting off road vehicles, and asking for their cooperation. No further work is anticipated until Lake Berryessa Trail planning is completed by Berryessa Trails and Conservation. <u>District staff has been meeting with Reclamation, their consultants and interested parties on the trail planning and prioritization.</u> An inholding between the District's property and BLM property is available for purchase; the land trust has agreed to pursue purchase of the property, with the understanding that the District is interested in acquiring the property from the land trust at a futrue date when funding is available.

<p>Blue Ridge/Berryess Peak Trail</p> <p>Obtain right of way and construct trail to provide public access to extensive federal lands on Blue Ridge and to Berryessa Peak</p>	<p>Obtained donated trail easement from the Ahmann family to close gaps between existing public lands on Blue Ridge. Undertook a reconnaissance of the trail route in December 2008. Based on this reconnaissance, a revised easement description was drafted, approved by the landowner and recorded. Botanical surveys field work needed for CEQA review is complete. At Negative Declaration and Use Permit hearing was approved December 16, 2009 by the County Planning Commission. An Operations and Management Plan has been approved by the property owner and the District. There were volunteer trail building work parties in November 2010 and January, February and March and April 2011 working on the easement section of the trail. BLM staff on April 11th inspected the proposed trail alignment where it crosses BLM land. District and BLM staff meet on August 5, 2011 to determine how to speed completion of BLM review of this project. BLM's biologist inspected the alignment on September 17, 2011. <u>Volunteer work parties were led by Yolo Hiker in December 2011 and January and February 2012. Another work party is planned for late March.</u></p>
<p>Camp Berryessa</p> <p>Redevelopment of former Boy Scout Camp into a group/environmental education camp.</p>	<p>CEQA and NEPA review is complete, as is the Use Agreement between the District and Reclamation. A grant for \$50,000 to help with construction has been provided by the Mead Foundation, together with a \$1.5 million grant from the State Coastal Conservancy. The contract for preparation of plans and specifications with Psomas was approved by the Board at its October meeting, and Psomas is now in the first phase of the design work. A meeting of potential future users was held September 22, 2011. A coordination meeting with Reclamation was held in November, 2011. <u>District staff in December 2012 released RFP's for construction of the water well and for labor compliance monitoring, and expects to enter into contracts for this work by early March. The camp will likely open in the fall of 2013.</u></p>
<p>District Non-profit Foundation</p> <p>Organize a non-profit foundation to raise funds for District projects</p>	<p>The District Board has approved the goals, objectives and basic structure for a non-profit foundation to assist the District with fundraising. Formation of the foundation will likely be timed to the opening of Camp Berryessa.</p>
<p>Lake Hennessey North Shore Trails</p> <p>Would open up several miles of existing dirt access road, and construct approximately 1 mile of new single track trail, into a loop trail system on the north side of Lake Hennessey, and connecting to the planned Moore Creek Open Space Park trail system.</p>	<p>The Napa City Council in November, 2009 directed city staff to work with the District to finalize an agreement for the proposed Hennessey trails. A plant survey of the new section of trail was completed on April 3, 2010. City and District staff have come to an agreement on the extent of improvements and operational parameters, and the District approved a Mitigated Negative Declaration on February 14, 2011. The City and District are now working to complete a draft agreement for approval by both agencies; the City's legal department has completed its review of the draft agreement. <u>Consideration of the draft agreement by the District Board has been delayed because the City has introduced a new requirement that the District reimburse the City for all of its staff costs associated with the District's construction and operation of the trails.</u>The earliest this area could be opened to the public is fall of 2013.</p>
<p>Master Plan Update</p> <p><u>First scheduled update to the Master Plan adopted in January 2009</u></p>	<p>Board adhoc committee appointed. Methodology for doing update has been agreed upon. Project was delayed due to competing demands on staff time (primarily the effort to keep Napa's state parks from closing. <u>A draft update is currently being reviewed by the Board ad hoc committee, and should be ready for Board consideration and release for public comment in April 2012.</u></p>
<p>Moore Creek Open Space Park Development</p> <p>Development of open space park on 673 acres acquired by the District adjacent to City of Napa watershed lands at Lake Hennessey to protect habitat, provide recreational trails, and overnight camping facilities.</p>	<p>All discretionary permits have been obtained, and park improvements are underway. The County road department completed paving of the entryway driveway in November 2012. The plans and specifications for the restroom facilities are complete, and the building permit application has been submitted. The design of the new septic system for the ranch house has been approved by the Regional Water Quality Control Board, and is now before the County for permits. The eastern boundary survey is complete except for a small amount of flagging, and several fencing contractors are preparing bids for the work. More trailwork and french broom pulling was done at the Decembe 2011 and <u>January 2012</u> volunteer work weekend. The park is expected to open to the public in the summer of 2012.</p>
<p>Napa River Ecological Reserve Restoration</p> <p>Remove invasive plants and restore native vegetation in the entryway meadow, replace damaged signage and information panels, restorate the interior trail and interpretive elements, and if feasible install a seasonal bridge, using a \$100,000 grant from the State Coastal Conservancy.</p>	<p>The CCC did mechanical and chemical weed removal and installed an all-weather surface on the trail from the parking area to the river levee, in May and June 2010. Additional invasive weed removal, mapping, and cleanup was done by volunteers on numerous occasions in 2010 and 2011. The District has used grant funding to bring several thousand students to the site to study ecology of the area and assist with the habitat restoration. Staff met with invasive plant control specialists on June 3, 2011 to evaluate eradication efforts to date and plan next steps. Native plant cuttings gathered from the reserve were propagated and planted by volunteers in Dec 2011 and Jan 2012. Supplemental grant funding for the restoration work was awarded by the County Wildlife Commission and the Conservancy his willing to extend the termination date for their grant, in light of the delays to the project caused by the State's budget problems. DFG has agreed to a simplified approval process. District staff met with DFG on December 8, 2011 to agree on work plans for 2012.</p>
<p>Oat Hill Mine Trail</p> <p>Improvements to first 1/2 mile of trail next to Calistoga</p>	<p>The litigation holding up this project has been successfully concluded, meaning the District can now complete repairs to the first 1/2 mile of the trail. Because of the cash flow needs of the Napa River and Bay Trail project, completion of the work on the Oat Hill Mine will be delayed until summer of 2012. Several of the trail sign posts have been vandalized and will need to be replaced.</p>
<p>Oat Hill Mine Trail</p> <p>Transfer of 40 acre parcel from BLM</p>	<p>The District in 2008 applied to BLM for a non-fee transfer to the District of a 40 acre parcel at Maple Springs on the Oat Hill Mine Trail; this application is pending. Staff met with BLM in February 2011 to discuss how to speed up this transfer; another meeting with the same topic was held August 5, 2011.</p>



<p>Rector Ridge/Stags Leap Ridge Trail</p> <p>Construction of staging area and 6+ miles of Ridge Trail climbing east from Silverado Trail near Rector Creek.</p>	<p>CEQA on this project was completed several years ago--staff is preparing an update to the Negative Declaration due to the passage of time since the original approval. The project concept has been approved by the District Board, and is being positively viewed by the Veterans Home administration. Veterans Home staff have been having difficulty figuring out what approval process is needed, because of ongoing discussions at the state level about the appropriate roles and future programs for the Veterans Home. District and Veterans Home staff have discussed possible short-terms steps that can be taken to get the project moving. Key management staff at the Veterans Home retired in November 2010, so progress is delayed pending the filling of their vacant positions.</p>
<p>River to Ridge Trail</p> <p>Lot line adjustment to legalize River to Ridge Trail as constructed (it currently encroaches on private property in two locations)</p>	<p>Deeds accomplishing the adjustment in property boundaries between Syar and the State have been recorded. If the County ends up not being able to purchase Skyline Park, including the area with the River to Ridge Trail, then the County and the state will need to record a new trail alignment easement description.</p>
<p>Skyline Park Protection</p> <p>Purchase of Skyline Park from the State</p>	<p>Three past legislative efforts to authorize sale to the County failed due to unrelated disagreements between the state legislature and administration. Separately, the County in September 2009 approved a new park overlay zone and an updated Master Plan for Skyline Park. A fourth legislative effort by Assemblymember Evans in 2010, sponsored by Napa County and supported by the District, was approved by the legislature and signed by the Governor. The County and state General Services have agreed on an appraisal process for determining the fair market value purchase price. The County has retained an appraiser acceptable to the State and a draft appraisal is now being reviewed by the County and the State.</p>
<p>Spanish Valley, Crystal Flats and Stone Corral</p> <p>Planning for 3,400 acres of open space donated by Bob and Evalyn Trinchero</p>	<p>Staff met with key community leaders from Lake Berryessa Estates on February 6 and March 6, 2011. A public session was held April 21st at the Pope Valley Farm Center. The District has negotiated an easement across the District's Stone Corral property to resolve one of the clouds on the title to this land; this easement was approved by the Board at its October meeting, and has now been finalized and recorded. Staff met with the LBRPOA Board on November 13th and again on December 4, 2011 to discuss use of the Crystal Flats and Stone Corral areas. The District took full possession of the properties on January 1, 2012. <u>The District is working with a well driller to make the existing well in Spanish Valley functional. The District has contracted for botanical surveys over the course of this year, and is also in the process of contracting with a biologist to prepare animal surveys needed for the environmental review process.</u></p>
<p>State Parks</p> <p>Assume management of Bothe-Napa Valley State Park and keep it and the Bale Grist Mill open</p>	<p>Proposal submitted to State Parks on August 23, 2011. Met with St. Helena Star Editorial Board. The County Board of Supervisors endorsed the proposal on September 27, 2011. The District is now in negotiations with State Parks; these <u>negotiations on the terms of the operating agreement are complete. The District has initiated the process for contracting for staff through the County personnel system. District and State Parks staff are reviewing the proposed Yurt locations in the hopes of completing environmental review quickly.</u> The proposal currently has the District taking over operations on April 1, 2012.</p>
<p>Vallejo Lakes</p> <p>Possible purchase of 1100 acres of surplus Vallejo Water District lands, of which 200 acres are located in Napa County</p>	<p>Discussions between the District, the Land Trust of Napa County, the County of Solano and the Solano Land Trust indicate a common desire to work together to purchase this property adjacent to Skyline Park. The City Council of the City of Vallejo has officially authorized staff to pursue surplusing of the property. The City of Vallejo has hired an appraiser to prepare an estimate of the property's fair market value, but this has not yet been released. District staff met with Solano Land Trust staff on September 7, 2011 to discuss project status and next steps. <u>The District GM, together with the County of Solano EO, in February 2012 each sent letters to the City of Vallejo expressing interest in the property and requesting notification per state law of any planned surplusing of the property.</u> The District's analysis of County ROW's with potential for recreational trails identified a potential ROW through the Vallejo Lakes property; however, it appears that one short section of the historic ROW is in Solano County and appears to not have been properly established.</p>
<p>Vine Trail</p> <p>A Class I bicycle/pedestrian path extending from Calistoga to the Vallejo Ferry Terminal sponsored by the Vine Trail Coalition, of which the District is a participating member.</p>	<p>The District has entered into an MOU with the Vine Trail Coalition to provide assistance as requested by the Coalition in receiving funds, preparing plans and environmental documents, constructing and operating the trail. The District, the Bay Area Ridge Trail, the San Francisco Bay Trail and the Vine Trail Coalition have prepared a joint Case Statement for the combined trail network for fundraising purposes. The District on February 5, 2010 submitted an appropriations request for FY 2011 to Senator Feinstein, and a similar request to Congressman Thompson on February 26, 2010 on behalf of the Vine Trail Coalition. Approximately \$235,000 in federal Transportation Enhancements fund is available to construct the section of the trail under the Butler Bridge. NCTPA will act as pass-through for both of this grant, since Caltrans has not been willing to enter into a Master Agreement with the District. Staff is currently working through the paperwork required by Caltrans for this grant. <u>Delays in getting the paperwork processed mean the project will not happen this fiscal year; a funding extension will need to be requested, though the extension is not guaranteed.</u></p>

## Completed Projects

Berryessa Vista Acquisition	Purchase of 224 acres from the Land Trust of Napa County for use as a public park completed in early 2008 using State Prop 12 funds.
Connolly Ranch	Construction of patio, restrooms and cooking facilities completed in 2008 using State Prop 12 funds.
Oat Hill Mine Trail	The Oat Hill Mine Trail was formally opened in May Of 2008, after a major volunteer work party doing signage installation, brush removal and erosion control.
Historic ROW Analysis	Staff has completed a comprehensive review of historic rights-of-way, and is now focusing attention on those which have greatest potential. Study to determine location and status of historic road Rights-of-Way and whether they have value as non-motorized recreational trails
Linda Falls	Conservation easement accepted in spring 2008 from Land Trust of Napa County to provide additional protection for this 39 acre property, which is owned by the land trust
Master Plan Development	The Master Plan for 2008-2013 was approved in January 2009
Milliken Reservoir Trails and Picnic Area Feasibility Study	The feasibility study has been completed, and accepted by the Board of Directors. The Napa City Council in November, 2009 approved city staff recommendation to hold off on the Milliken Reservoir trails project until the Hennessey trail project is up and running. Would construct approximately 3 miles of Bay Area Ridge Trail plus additional feeder and loop trails, along with a staging and picnic area
Moore Creek Open Space Park	Acquisition of 673 acres in the Moore Creek Watershed completed in December 2008. Trail reroute to remove two stream crossings mostly completed in May 2009. New heater installed in gatehouse in April 2009.
Napa River Ecological Reserve Improvements	Parking area paved, and rock barrier installed to control vehicular access in 2007. Trash enclosure constructed and entry signs restored by volunteers in 2008. Deteriorated kiosk removed in 2008. The District in July 2008 assumed the County's role in managing the preserve under the joint management agreement with DFG. A new maintenance contract with the non-profit organization Options 3 was started in January 2009. The old deteriorated information kiosk, which had become a serious eyesore, was removed in November 2008.
Napa River Flood Control Easement	Conservation easement accepted by District in 2007 to facilitate Flood District project and grant funding
Newell Preserve Improvements	Provide on-site water supply for group campground for cattle As part of the arrangement with the land trust on the District's purchase of Berryessa Vista, the land trust was willing to use some of the proceeds from the transaction to fund a well pump and distribution system at the Preserve. However, the first well drilled by the City of American Canyon came up dry. The City has dropped plans for digging any more test wells.
River to Ridge Trail Enhancements	Installation of animal silhouettes along the entryway fence illustrating the types of birds and mammals that can be found in the area completed by Eagle Scout candidate in 2008. In November 2008 five Valley Oak trees were planted at the Highway 221 entrance to the trail with the assistance of a volunteer from CNPS.
River to Ridge Trail Entrance Enhancements	A new information kiosk was installed at the entrance in December 2008 as part of a Boy Scout project. Several Live Oak seedlings were donated by CNPS and have been planted at the entrance to improve its appearance.
Skyline Park Road and Trail Improvements	Erosion control work on Lake Marie Road, and paving of campground loop road, completed in 2007 using State Prop 12 funds.
Skyline Park Concessionaire Agreement Renewal	District staff negotiated renewal of concessionaire agreement on behalf of the County. The renewal involved changes to the fee schedule and amendments to and approval of subagreements with three non-profit partner organizations.
Skyline Park Trail Improvements	Major volunteer event to reroute and repair trails Staff worked with SPCA and V-O-CAL to sponsor a weekend work party on October 15-17, 2010. Approximately 110 volunteers worked to reroute and repair trails experiencing serious erosion problems. SPCA is donating \$1,000 toward expenses.
Skyline Park Facility Improvements	Partner-sponsored improvement include a second greenhouse and a covered equestrian arena. The proposals for a second greenhouse and a covered arena were approved by the Department of General Services and by the County Board of Supervisors. The sponsors of these projects are now raising funds for implementation.
<u>River to Ridge Trail</u>	Correct drainage problems to trail can be used year-round. Two volunteer work weekends in March and April and two more in May of 2010 were organized by the District to clear brush, improve drainage, and surface about 300 feet of the trail with quarry fines to control problems with mud. <u>Volunteers completed additional work in August 2011.</u>
South Napa Wetlands Habitat Area	Transfer was approved in concept by the flood control district, and Park District staff prepared the first draft of a transfer agreement. Subsequently, attorney's for the

Transfer to the District those wetlands owned by the Napa County flood control district between the Napa River, Highway 29 and Newport Drive for use as habitat and nature-based recreation.

flood district concluded it would be better from their perspective for the flood district to retain ownership of the property, due to their ongoing maintenance obligation:

Trichero Open Space Acquisition

Donation of 3,400 acres of open space to the District by Bob and Evalyn Trinchero

The donation was completed on December 29, 2010. A related granting of an access easement to the Lake Berryessa Resort Improvement District was completed in mid-January 2011.

Wild Lake Ranch

Assist land trust with planning and possible joint management of trails, camping and picnic areas.

The District participated in the development of a strategic plan for the property, together with other public lands in the area, that was led by the Land Trust of Napa County. The land trust has decided, at least for the near term, to manage the Wildlake-Duff property itself.