

# Skyline Wilderness Park Master Plan 2009 Update - Appendices

22 SEPTEMBER 2009

Revised February 2010



Prepared on  
behalf of  
Napa County  
by **Chandler & Chandler**  
Landscape Architects



A Tradition of Stewardship  
A Commitment to Service

**CHANDLER & CHANDLER**  
*Landscape Architects*

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## Appendices Index

The following appendices guide the governance and operation of Skyline Wilderness Park in various ways. They are considered part of this Master Plan, but are included as appendices because they may be revised from time to time, and the process for revision is different than for the body of the Master Plan. The process by which each document may be amended is indicated at the beginning of each appendix.

### **Appendix 1: County/State Agreements**

*This Agreement runs until the year 2030, and may only be modified with the approval of the County Board of Supervisors and the Department of General Services of the State of California. Exhibits to the agreement are not included due to space and formatting constraints, however they are available for review at the County Planning Department. 1195 Third Street. Room 210 Napa CA*

### **Appendix 2: County/ SPCA Concessionaire Agreement and 5 Year Plans**

*The Concessionaire Agreement is renewable every five years through the year 2030, by agreement of the SPCA Board of Directors and the County of Napa Board of Supervisors*

### **Appendix 3: SPCA Articles of Incorporation By-Laws**

*These are adopted and may be amended by the SPCA membership*

### **Appendix 4: SPCA Board of Directors Roster (updated annually)**

*The Directors are elected by the membership of the SPCA each year as specified by the SPCA By-Laws*

### **Appendix 5: Protocols for Communication, Planning, Operations, Approvals, Permitting and Coordination of Construction Projects**

*Reviewed and updated as needed by the County of Napa and the SPCA*

### **Appendix 6: Concessionaire Sub-Agreements with Partner Organizations**

*TBD. These will be inserted after approval by the SPCA and the County of Napa*

### **Appendix 7: Fee Schedule (updated as appropriate)**

*The Fee Schedule is developed by the Concessionaire, subject to the approval of the County of Napa*

**Appendix 8: Park Usage and Revenue Data** *(Updated Annually)*

- A. Skyline Wilderness Park Usage by Magnitude of Revenue chart**
- B. Skyline Wilderness Park Usage Data Sheets (2002-2006, 2008)**
- C. Special Events and Programs Previously Held at Skyline Wilderness Park**

**Appendix 9: Facility/Amenity/Event Evaluation Check List**

**Appendix 10: Facility/Amenity/Program Policies**

*These are adopted by the Concessionaire, subject to review by the County when the Concessionaire Agreement is considered for renewal*

- A. Adopted Policies**
- B. Assumed Practices and Procedures**

**Appendix 11: Summary of Advisory Committee Questionnaire Input**

*This questionnaire was circulated to members of the Skyline Wilderness Park Master Plan Advisory Committee at their first meeting. The results were summarized and presented to the committee at their second meeting. The ideas, issues and concerns that were set forth in responses to the questionnaire were addressed in the Advisory Committee work sessions. Results were incorporated into the provisions of the 2009 Master Plan Update*

- A. Questionnaire**
- B. Summary of Input**
- C. Discussion Points on Admission Fee Strategy**





## Appendix 1

### County of Napa and State of California Skyline Park Land Lease

- This agreement runs until the year 2030 and may only be modified by the approval of the County Board of Supervisors and the Department of General Services of the State of California. Exhibits to the agreement are not included due to space and formatting constraints, however they are available for review at the County Planning Department. 1195 Third Street. Room 210 Napa CA



RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:

TERI SISSON/Clerk of the Board

Full Name NAPA COUNTY

1195 Third Street, Room 310

Street Address

Napa, CA 94559

City, State and Zip Code



1998 003302  
OFFICIAL RECORDS OF  
NAPA COUNTY  
JOHN TUTEUR

AT REQUEST OF

CLERK OF THE BOARD

02/10/1998

12:10 pm

Fee: \$

.00 Pgs: 44

TT: \$

.00

EVVC

Document Title(s)

NO. 1653 COUNTY OF NAPA AND STATE OF CALIFORNIA SKYLINE  
PARK LAND LEASE

This page added to provide adequate space for recording information.  
(Additional recording fee applies.)

Filed FLORENCE W. CUNNY  
BY Karen Robinson  
Deputy Clerk

CERTIFIED COPY

L-709

NO. 1653

COUNTY OF NAPA AND STATE OF CALIFORNIA

SKYLINE PARK LAND LEASE

THIS LEASE, made in accordance with Chapter 569, Statutes 1976, and entered into this 20 day of February, 1980, by and between the STATE OF CALIFORNIA, through its Department of General Services and with the approval of its Department of Developmental Services, hereinafter called "the State," and the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter called "the County."

W I T N E S S E T H :

That the State, for and in consideration of the covenants, conditions, agreements and stipulations of the County hereafter expressed, does hereby lease unto the County, and the County hereby hires from the State, those certain premises (hereinafter called "the premises" or "the property") containing approximately eight hundred fifty (850) acres, being a portion of Napa State Hospital at Napa, California, and which is more specifically delineated and outlined on the maps attached hereto designated as Exhibit "A," such exhibit being by this reference incorporated herein and made a part of this lease. (Exhibit A is two maps, "Skyline Park" and "Skyline Park Phase II," both dated October 23, 1979.) A more formal legal description of the premises will later be prepared and added as a further exhibit hereto, which description shall also reflect the acreage of the premises.

The parties hereto covenant and agree as follows:

1. The term of this lease shall be fifty (50) years, commencing on the 20th day of February, 1980, and terminating on the 19th day of February, 2030.
2. As consideration for this lease, the County shall pay to the State as rental the sum of One Hundred Dollars (\$100) per year,

payable annually in advance, the first payment to be made on the  
20 day of February, 1980.

3. As additional consideration for this lease, the County agrees to use the premises for the purpose of developing and maintaining a public park in accordance with the general development plan attached hereto as Exhibit "B," (as the same may be changed from time to time) by which reference such Exhibit is incorporated herein and made a part hereof. Said park and the attendant recreational facilities shall be available and open to public use, and for the purpose of providing recreational opportunities to the patients at Napa State Hospital and their families on the same terms as the public. County shall have the right in its sole discretion to temporarily suspend such use at any time during the term of this lease in the event of any of the following circumstances:

- (a) Occurrence of a period of fire hazard.
- (b) Occurrence of a natural disaster.
- (c) Termination of liability insurance coverage in relation to this activity.

4. In relation to the premises described herein, the State reserves and excepts the following from this lease in favor of the County:

- (a) All mineral resources and deposits as defined in section 6407 of the California Public Resources Code, and the State shall have the right to prospect for, mine, and remove such resources and deposits. Such right to prospect for, mine and remove shall be limited to those areas of the property which the Director of General Services determines to be reasonably necessary for the removal of such resources and deposits.
- (b) That certain easement and right-of-way to erect, construct, use, maintain, inspect, repair, replace,



and remove two independent lines of poles with wires suspended therefrom for the transmission of electric energy, and for communication purposes, as set forth in "Agreement and Grant of Right-of-Way," dated March 29, 1962, between the State of California and Pacific Gas and Electric Company, on, over and across a certain strip of the premises as particularly described in said document.

- (c) That certain easement for access purposes as set forth in the "Agreement and Grant of Easement," dated July 29, 1969, between the State of California and the Estate of Beno Seghetti, deceased, being a strip of land ten feet in width which crosses portion of the premises as particularly described in said document.
- (d) That certain exclusive easement for a repeater station and an access road thereto as set forth in "Agreement and grant of Easement," dated May 28, 1968, between the State of California and Western Union Telegraph Company, the site and location of which are more particularly described in said document and are depicted on a map attached thereto.
- (e) Such other easements and encumbrances which may exist on the property as of the date of this agreement.

5. The County has submitted a general development plan for the property which conforms to the County's general plan pursuant to Article 5 (commencing with section 65300) of Chapter 3 of Title 7 of the California Government Code, which general development plan has been approved by the Director of Parks and Recreation for the State. Said general development plan is attached hereto marked as Exhibit "B" and by this reference is made a part hereof. The County shall within ten (10) years develop the premises according to such

plan. Notwithstanding any other provision of this lease, in the event said development plan is not completed within said ten-year period, or in the event of any occurrence other than the three listed in paragraph 3, above, which causes the property to cease to be available for recreational purposes generally, and the providing of recreational opportunities to the patients of the Napa State Hospital and their families, the State may terminate this lease in accordance with the provisions of paragraph 15(c) of this lease.

6. This lease shall be subject to periodic review (considered every five (5) years during the term hereof) by the Director of General Services who shall ascertain whether the original purposes of the lease are being carried out.

7. The County shall not assign this lease, but shall have the right to sublet the leased premises, or any portion thereof, for the following designated purposes only:

- (a) For cattle grazing as a fire prevention practice.
- (b) For concessionaire and sub-concessionaire activities compatible with the general development plan (Exhibit "B").

8. The County shall indemnify and save harmless the State, its officers, agents and employees, from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted, except as to claims arising out of the sole negligence or willful acts of State, provided, however, that there shall also be excepted from this obligation any such claims that may be caused by or arise out of (1) the failure of the dam located on the premises as of the date of this lease, or (2) the activities of state employees, patients of the Napa State Hospital or families of patients when the families are involved in State planned activities. From any such claims arising out of (1) or (2) above the State shall

indemnify and save harmless the County and its officers, agents, and employees, except claims arising out of the sole negligence or willful acts of County.

9. It is recognized by the parties hereto that County presently contemplates the operation of this park facility by means of concessionaire and sub-concessionaire agreements and not directly by County employees. In the event of any change in this concept and County was to operate this park facility with County employees, County agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, or physical handicap. The County will take affirmative action to insure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, or physical handicap. County agrees to include a similar nondiscrimination clause into any concession or sub-concession agreement which it may execute or approve in relation to this park facility.

10. (a) The following improvements are situated on the leased premises:

- (1) The dam situated at Lake Marie.
- (2) Fencing.
- (3) The barn designated Building No. 305.
- (4) An unimproved dirt road extending from point "A" as identified on Exhibit "A" along the alignment shown thereon to Lake Marie.

These improvements are all shown on Exhibit "A," and shall revert to the State pursuant to paragraph 14.

(b) The State shall be responsible for the maintenance of the dam and reservoir during the term of this lease, and shall have the right at all times to enter on the premises for such purposes.



- (c) The County shall be responsible for the maintenance of fencing in place on the date this lease commences, or which is thereafter placed on the premises in accordance with paragraph 12.
- (d) The State shall, within the period of three (3) years following the execution of this lease, take all necessary action to remove the barn structure designated "Building No. 305." Until such structure is removed, the State shall have the full responsibility to maintain and safeguard such structure, and agrees to save and hold County harmless as a consequence of its presence upon, and its removal from, the demised premises. State shall have the right to enter upon the leased premises at all reasonable times in order to maintain, safeguard and to demolish said structure and State further agrees that upon demolition, the premises shall be placed in a reasonable and safe condition. The County shall make no use of the structure pending its demolition.
- (e) The maintenance responsibility for the roadway shall be as set forth in paragraph 13.
11. (a) All improvements, materials, or equipment placed or installed by the County on the demised premises shall remain the property of the County and shall be removed by it upon termination of this lease; or
- (b) At the option of the County and with prior approval of the State, all improvements, material or equipment placed or installed by the County for this purpose may remain in place, and shall become the property of the State upon termination of this lease.
12. The common boundaries between the leased premises and the remaining property of the State at Napa State Hospital are designated

on Exhibit "A." While portions of said common boundary are already fenced, some parts of said fencing are in need of repair and other portions of the common boundary are presently unfenced. It is the intention of the parties that all portions of the common boundaries are to be adequately fenced by the County, at County's sole expense, consistent with the specifications as described in Exhibit "A."

13. The roadway shown in red on Exhibit "A" shall be improved and maintained by County to a condition sufficient to permit emergency access during periods of fire hazard by a normal firefighting vehicle operated by a prudent driver.

14. The County shall, on the last day of the term of this lease, or its earlier termination, peaceably and quietly leave, surrender and deliver up to the State, all and singular, the leased premises.

15. (a) This lease may be terminated at any time during the term hereof by mutual agreement.

(b) The County shall have the right to terminate this lease every five (5) years by giving six (6) months' written notice in advance of such fifth anniversary date.

(c) In case of any substantial default by County under this lease, including those specified in paragraph 5 of this lease, State may terminate this lease by the following procedure:

(1) Director of the General Services (Director) shall give County written notice specifying the nature of the alleged default.

(2) Not less than thirty (30) days after receipt by County of such notice, Director shall give County an opportunity to be heard in response to such allegations.

(3) Following such opportunity to be heard, the Director shall determine whether such default

has occurred, giving County notification in writing thereof.

(4) If County fails to remedy such default within the period of time determined by the Director, at his sole discretion, to be reasonable, State may terminate this lease forthwith.

16. During the continuance in force of this lease, and notwithstanding anything herein contained, or any possession or rights of the County hereunder, there shall be and is hereby expressly reserved to the State and to any of its agencies, contractors, agents, employees, representatives, or licensees, the right at any and at all times, and in any and all places, to enter upon said premises for survey or to ascertain of County's complying with the terms of this lease.

17. The County shall, at its sole cost and expense, comply with all the requirements of all applicable municipal, county, state, and federal authorities now in force or which may hereafter be in force, pertaining to the premises. The judgments of any court of competent jurisdiction, or the admission by the County in any action or proceeding against the County, whether the State be a party thereto or not, that the County has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between the State and the County.

18. County shall be responsible to provide security for the leased premises by means of a paid security person on duty at all times during which the park facility is open to public use, and also by means of supplemental volunteer assistance as may be appropriate.

19. Occupancy of the premises by the County after the expiration of the term of this lease, shall be on a month-to-month tenancy, requiring the written consent of the State, and shall be subject to all the terms and conditions of this lease.

20. The terms of this lease and the covenants and conditions herein contained shall apply to and shall bind and inure to the benefit of the successors in interest of the parties hereto.

21. All notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the County: County of Napa  
Office of County Clerk  
Courthouse  
Napa, CA 94558

To the State: Napa State Hospital  
BOX A  
Imola, CA 94558

(and) Director of General Services  
915 Capitol Mall  
Sacramento, CA 95814

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES

By David E. Janssen  
Its DIRECTOR OF GENERAL SERVICES  
(Title)

"The State"

COUNTY OF NAPA, a political sub-division of the State of California

By Sam Chapman  
Chairman, Board of Supervisors

OCT 9 1979

ATTEST:

FLORENCE W. CUNNY, County Clerk

By Ronald del Zampa  
Clerk of the Board

"The County"

APPROVED:

STATE OF CALIFORNIA  
DEPARTMENT OF DEVELOPMENTAL SERVICES

By William P. Decker  
Its Chief Program Support  
(Title)

NAPA STATE HOSPITAL

By Richard Fordley  
Its Hospital Admin.  
(Title)

I hereby certify that all conditions for exemptions set forth in State Administrative Manual Part 1229 have been complied with and that agreement is exempt from review by the Department of Finance.

By [Signature]





## County / SPCA Concessionaire Agreement

- The Concessionaire Agreement is renewable every five years, through the year 2030, by agreement of the SPCA Board of Directors and the County of Napa Board of Supervisors.



**CERTIFIED COPY**

NO. 1654  
CONCESSIONAIRE AGREEMENT

filed OCT 30 1979  
 FLORENCE W. CUNNY  
 BY Karen Robinson  
 Deputy Clerk

THIS AGREEMENT is made as of the 30th day of October, 1979, at Napa, California, by and between the COUNTY OF NAPA, a political subdivision of the State of California (County), and SKYLINE PARK CITIZENS ASSOCIATION, INC., a California non-profit corporation (Skyline Association).

**R E C I T A L S :**

This Agreement is entered into with reference to the following recitals of fact:

1. County and the State of California, through its Department of General Services, are about to enter into a lease agreement, whereby State leases to County certain premises (the premises), containing approximately 850 acres, which is more specifically delineated and outlined on the maps attached hereto as Exhibit A. (Exhibit A is two maps, "Skyline Park" and "Skyline Park Phase II," both dated October 23, 1979.)
2. Said lease will permit the County to enter into concessionaire agreements for the development and use of the premises.
3. Provided that the State lease is entered into, as set forth in recital number one above, the County and the Skyline Association desire to enter into a Concessionaire Agreement whereby the Skyline Association becomes the principal concessionaire of County with respect to the premises and becomes responsible to the County for fulfilling the obligations of County to the State of California, as more particularly set forth herein.

NOW, THEREFORE, the parties do hereby agree as follows:

1. TERM. The term of this Concessionaire Agreement shall be five years, commencing as of the effective date of the State lease.
2. PREMISES. County hereby sublets to Skyline Association, and Skyline Association hereby subleases and takes from County,

for the term and upon the terms and conditions set forth herein, all that certain real property (the property) in the County of Napa, State of California (described in Exhibit A).

3. CONSIDERATION. As consideration of this sublease, Skyline Association shall pay to County for sublease of the premises the sum of \$100.00 per year during the term of this Agreement, said sum to be payable annually in advance. The first payment shall be made on the effective date of this lease.

4. USE OF PROPERTY. Skyline Association shall use the property for the purposes of developing and maintaining a public park in accordance with the general development plan attached hereto as Exhibit B with the same force and effect as though set forth at length herein, and in accordance with the terms of the lease agreement entered into between the County of Napa and the State of California (the State lease). Skyline Association will advise County reasonably in advance and obtain approval of any proposed construction, development or placement of park and recreational facilities or related improvements in or upon the property, and all such facilities shall be in conformance with the aforesaid State lease and the general development plan. Skyline Association covenants that such park and recreational facilities as are developed by Skyline Association on the property shall be available and open to public use, including the public use of the patients of Napa State Hospital and their families. County, or Skyline Association with County's prior concurrence, shall have the right to suspend all or any portion of such use at any time during the term of this lease in the event of any of the following circumstances:

- (a) Occurrence of a period of fire hazard;
- (b) Occurrence of a natural disaster;
- (c) Termination of liability insurance procured by Skyline pursuant to this agreement.



County may from time to time sublease portions of the subject premises for cattle grazing purposes. Any such action shall be undertaken only following advance (thirty-day) notice to Skyline Association and only where such grazing activity will not interfere with the recreational activities of Skyline Association.

5. DEVELOPMENT PLAN. Skyline Association agrees to make reasonable and diligent progress towards implementing the development plans set forth on Exhibit "B" attached hereto. Skyline Association further agrees to make diligent and reasonable progress to fulfill the commitment of County to the State of California as set forth in paragraph number 5 of the State lease.

6. REPAIR AND MAINTENANCE. Skyline Association shall cause the property to be maintained in a fit and proper condition for park purposes, and shall make all necessary repairs so as to allow the proposed use of the property to continue at all times. Skyline Association shall have no obligation with the maintenance of any dams and/or reservoirs on the property, nor of the barn structure referred to as building number 305 in the State lease.

7. BOUNDARY FENCING. Contingent upon receipt from County of monies as set forth in paragraph number 8, Skyline Association agrees to erect and maintain fencing acceptable to County along those portions of the common boundary between Napa State Hospital and the property, which are not presently fenced.

8. BOND ACT MONIES. County anticipates the receipt of certain current State Bond Act monies which may be used for recreation development purposes. To the extent that such monies are received in sufficient amount, and may be so used and disbursed, County agrees to allocate to Skyline Association all bond act monies, said monies to be received in the approximate total sum of \$150,000.00, which monies shall be utilized by Skyline Association for the purposes of providing fencing as set

forth in paragraph number 7, and for such other purposes as shall be approved by County for the development of the property. All such expenditures shall be made and accounted for in a fashion as will satisfy all applicable State laws and regulations.

9. INDEMNITY. County shall not be liable for any loss or injury to person or property occurring on the property, unless such loss or injury is occasioned by the sole negligence or willful misconduct of County. Skyline Association hereby indemnifies and holds the County harmless from any loss, injury or liability, subject to the aforementioned exceptions, and further subject to the exception that Skyline Association shall not be liable for any loss or injury to person or property arising out of the failure of the dam and reservoir described in paragraph 10(b) of the State lease.

10. INSURANCE. Skyline Association shall secure and keep in force, during the term of this agreement, insurance against loss or damage arising from the existence or operation of the property as a park. Said insurance is to include all such risks as relate to, or are in common to the use intended for the property. The amount of the insurance shall be in a sum of not less than \$500,000.00 for bodily injury or death to any one person, and at least \$1,000,000.00 for any one accident or occurrence, and at least \$100,000.00 for property damage. All insurance required by this agreement shall be carried only by a responsible insurance company, licensed to do business in California. All such policies shall be non-assessable and shall provide that they cannot be cancelled or materially changed, except after thirty days' notice by the insurer to County. The State of California, the County of Napa, and their respective officers and employees shall be named as additional insureds and Skyline Association shall furnish County with

copies of all such policies promptly upon receipt of them, or with certificates evidencing the insurance. Before commencement of this agreement, Skyline Association shall furnish County with binders representing all insurance required by this lease.

11. ASSIGNMENT. Skyline Association shall not assign this agreement or any rights under this agreement, without the prior written consent of County.

12. PERSONAL PROPERTY. All improvements, materials, or equipment placed, or installed by Skyline Association on the property, which improvements, materials or equipment were purchased with bond funds allocated to Skyline Association by County, or which were purchased with admission or user fees derived from this park facility, shall remain the property of the County at the conclusion of this agreement, and shall not be removed by Skyline Association. All other improvements, materials or equipment placed or installed by the Skyline Association during the term of this agreement, shall remain the property of Skyline Association, and may be removed by Skyline Association upon termination of this lease.

13. OPTION TO EXTEND. Skyline Association may, at its option, extend the original term of this agreement for nine (9) additional periods of five (5) years each, subject to all the provisions of this agreement, and subject to the continued effectiveness of the State lease.

Skyline Association's right to said Option to Extend is subject to:

1. The following conditions precedent:
  - (a) This agreement being in effect at the time notice of exercise is given.
  - (b) Skyline Association's not being in default under any provision of this agreement at the time notice is given.

2. Compliance with the following procedure for exercising the option:

(a) Skyline Association giving County written notice irrevocably exercising the option at least six (6) months before the last day of the term.

14. FEES. Skyline Association shall have the right to charge reasonable fees to all persons and groups using the property pursuant to this agreement, subject to the limitations set forth in the County's agreement with the State. A schedule of contemplated fee charges is attached hereto as Exhibit "C" with the same force and effect as though set forth at length herein. Skyline Association agrees to provide to County, at least 30 days in advance of any change in schedule "C," an up-to-date schedule of all fees to be charged by Skyline Association. In the event County has any question or objection to the fees proposed, representatives of County and Skyline Association shall meet and mutually explore their respective positions. In the event those representatives fail to reach an agreement, the Board of Supervisors of County shall have the final authority to set new fees and to approve or disapprove changes thereto. Pending action of the Board of Supervisors, charges shall remain unchanged in relation to those fees on which agreement had not been reached.

Skyline Association shall maintain accurate accounting records for all activities under this agreement, which records shall be subject to reasonable audit by County.

15. ENVIRONMENTAL CLEARANCE. County shall, at its sole cost and expense, comply with all requirements for environmental clearance pursuant to the California Environmental Quality Act now in force, or as said Act may be hereafter amended. To the extent that any expenses are incurred by County in this process,

County may obtain reimbursement therefor from the Bond Act monies identified in paragraph 8.

16. COMPLIANCE WITH APPLICABLE LAWS. Skyline Association shall utilize the property only in accordance with the requirements of all applicable municipal, county, state and federal laws and regulations now in force, or as may hereafter be amended.

17. SECURITY. The parties hereto are aware that in the County's agreement with the State of California certain commitments are made by County in relation to security of the subject property. Skyline Association agrees that a paid security person will be on duty at all times during which the park facility is open to public use. In the event for any reason such security person is not, or cannot, be on duty and an alternative reliable and responsible security person cannot be available temporarily, the park shall be promptly closed to public use.

18. TERMS, COVENANTS AND CONDITIONS. The terms of this agreement, and the covenants and conditions contained herein shall apply to, and shall bind and inure to, the benefits of the successors in interest of the parties hereto.

19. STATE MODIFICATIONS. In the event the State proposes new or modified requirements or procedures upon County as a condition to the continuation of that lease, Skyline Association shall be advised of such proposed changes. Skyline Association shall, within thirty (30) days of such notice, advise County of its willingness or unwillingness to agree to such revisions. In the event of agreement, this contract shall be promptly modified accordingly. In the event of disagreement, County shall advise the State accordingly.

20. NONDISCRIMINATION. Skyline Association will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national

origin, or physical handicap, nor will Skyline Association engage in any discriminatory action on such basis in relation to the use of the recreational facilities hereunder.


21. NOTICES. All notices provided for herein shall be deemed given by either party to the other, when made in writing and deposited in the United States mail, postage prepaid, addressed as follows:

TO COUNTY: County of Napa  
Office of the County Clerk  
Courthouse  
Napa, California 94558

TO SKYLINE ASSOCIATION: c/o Bob Wilkinson  
1018 Alabama Street  
Napa, California 94558

COUNTY OF NAPA, a political subdivision  
of the State of California

By



(County)

SKYLINE PARK CITIZENS ASSOCIATION, INC.  
a California nonprofit corporation

By



BOB WILKINSON, President

(Skyline Association)

THE FOREGOING INSTRUMENT IS A CORRECT COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE

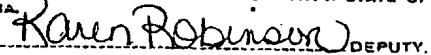
ATTEST

FEB 28 1980

FLORENCE W. CUNNY

COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD  
OF SUPERVISORS OF THE COUNTY OF NAPA STATE OF  
CALIFORNIA

By



DEPUTY.

SWH/eh  
10/19/79

AGREEMENT NO. 1654

CONCESSIONAIRE AGREEMENT  
(Third Amendment, Option Two)

This Third Amendment to Agreement No. 1654 implementing the third five-year option contemplated in Paragraph 13 of Agreement No. 1654 is made this 7th day of March, 1995, by and between the County of Napa, a political subdivision of the State of California ("County"), and Skyline Park Citizens Association, Inc., a California non-profit corporation ("Skyline Association").

WHEREAS, on October 30, 1979, the County and Skyline Association entered into Agreement No. 1654 by which Skyline Association became the principal concessionaire of the County with respect to certain property commonly called Skyline Park; and

WHEREAS, the initial term of Agreement No. 1654 was five (5) years commencing February 20, 1980, and expiring February 19, 1985; and

WHEREAS, Skyline Association has previously extended the term of Agreement No. 1654 to February 19, 1995, by implementing the first two options contemplated by Paragraph 13 of Agreement No. 1654; and

WHEREAS, the formal term of Agreement No. 1654 is now set to expire February 19, 1995; and

WHEREAS, Paragraph 13 of Agreement No. 1654 gives Skyline Association six more options to extend the Agreement provided that: the Agreement is in effect when an option is exercised; Skyline Association performs satisfactorily under the Agreement; and Skyline gives at least 6 months' notice of its intention to exercise an option; and

WHEREAS, Skyline Association gave notice on or about May 23, 1994, of its intention to exercise its third five-year option; and

WHEREAS, the Agreement was in effect at the time Skyline Association gave notice; and

WHEREAS, Skyline Association has performed satisfactorily under the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of Agreement No. 1654 shall be amended to read in full as follows:

1. TERM: The term of this Concessionaire Agreement shall be extended five (5) years commencing February 20, 1995 to and including February 19, 2000.

2. All other terms and conditions of Agreement No. 1654 shall remain in full force and effect.

SKYLINE PARK CITIZENS ASSOCIATION, INC.,  
a California non-profit corporation

By:

President

"SKYLINE ASSOCIATION"

3/14 = cc and  
2 orig DW

COUNTY OF NAPA, a political subdivision  
of the State of California

By:

MEL VARRELMAN, Chairman, Napa County  
Board of Supervisors  
"COUNTY"

ATTEST:  
MARY JEAN McLAUGHLIN

By:

Deputy

**APPROVED** MAR 07 1995  
**BOARD OF SUPERVISORS**  
**COUNTY OF NAPA**

**APPROVED AS TO FORM**  
Office of County Counsel  
By:   
Date: 3/2/95

MARY JEAN McLAUGHLIN  
CLERK OF THE BOARD

BY

Deputy

[g:\david\concess\agm]



**AMENDMENT NO. 4 OF  
NAPA COUNTY AGREEMENT NO. 1654**

**THIS AMENDMENT NO. 4 OF NAPA COUNTY AGREEMENT NO. 1654** is entered into as of the 30th day of November, 1999, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Skyline Park Citizens' Association, Inc., a California non-profit corporation, hereinafter referred to as "CONTRACTOR";

**RECITALS**

WHEREAS, on October 30, 1979, the COUNTY and CONTRACTOR entered into Agreement No. 1654 by which CONTRACTOR became the principal concessionaire of the COUNTY with respect to certain property commonly called Skyline Park; and

WHEREAS, the initial term of Agreement No. 1654 was five (5) years, commencing February 20, 1980, and expiring February 19, 1985; and

WHEREAS, CONTRACTOR has previously extended the term of Agreement No. 1654 to February 19, 2000, by implementing the options contemplated by Paragraph 13 of Agreement No. 1654; and

WHEREAS, the formal term of Agreement No. 1654 is now set to expire February 19, 2000; and

WHEREAS, paragraph 13 of Agreement No. 1654 provides CONTRACTOR five more options to extend the Agreement provided that: the Agreement is in effect when an option is exercised; CONTRACTOR performs satisfactorily under the Agreement; and CONTRACTOR gives at least six (6) months' notice of its intention to exercise an option; and

WHEREAS, CONTRACTOR gave notice on or about August 18, 1999 of its intention to exercise its fourth five-year option; and

WHEREAS the agreement was in effect at the time CONTRACTOR gave notice; and

WHEREAS, CONTRACTOR has performed satisfactorily under the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of Agreement No. 1654 shall be amended to read in full as follows:

TERM: The term of this Concessionaire Agreement shall be extended five (5) years commencing February 20, 2000, to and including February 12, 2005.

2. All other terms and conditions of Agreement No. 1654 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 4 of Napa County Agreement No. 1654, as of the date first above written.

SKYLINE PARK CITIZENS' ASSOCIATION, INC  
A California non-profit corporation

By \_\_\_\_\_  
Milan Pittman, President  
"SKYLINE ASSOCIATION"

COUNTY OF NAPA, a political  
subdivision of the State of California,

ATTEST: MARY JEAN  
MCLAUGHLIN, Clerk of the Board

By \_\_\_\_\_  
MARK LUCE, Chairman of the  
Board of Supervisors  
MEK KARRELMAN, Vice-  
"COUNTY"

By Teri Sisson, Deputy

APPROVED AS TO FORM: ROBERT  
WESTMEYER, Napa County Counsel

11-30-99  
BOARD OF SUPERVISORS  
COUNTY OF NAPA

By [Signature]  
Deputy

MARY JEAN MCLAUGHLIN  
CLERK OF THE BOARD  
Teri Sisson

NAPA COUNTY AGREEMENT NO. 4774

**THIS AGREEMENT** is entered into as of the 14<sup>th</sup> day of June, 2002, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SKYLINE PARK CITIZENS' ASSOCIATION, INC., a California non-profit corporation, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, on October 30, 1979, COUNTY and CONTRACTOR entered into Napa County Agreement No. 1654 by which CONTRACTOR agreed to manage, as principal concessionaire for COUNTY, that real property leased by COUNTY from the State of California, and commonly known as "Skyline Park"; and

**WHEREAS**, the term of Agreement No. 1654 commenced February 20, 1980 for a period of five (5) years and has since been extended four times by the parties in the manner permitted by that Agreement, the fourth extended term expiring on February 12, 2005; and

**WHEREAS**, on March 30, 1999, COUNTY acquired a permanent easement from the State of California to use certain lands west of and adjoining Skyline Park to locate, use and maintain as a public trail for hiking, bicycling, and equestrian purposes, which lands are commonly referred to as the "River-to-Ridge Trail" ("TRAIL"); and

**WHEREAS**, COUNTY and CONTRACTOR wish to enter into this agreement ("Agreement") by which the TRAIL will be managed and operated by CONTRACTOR, in addition to any services provided by CONTRACTOR to COUNTY under Agreement No. 1654 for Skyline Park; and

**TERMS**

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement and Option to Extend.**
  - (a) **Term.** The term of this Agreement shall commence on the date first above written and shall expire on February 12, 2005, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause) or 10 (Termination for Convenience); 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 CONTRACTOR to COUNTY 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).
  - (b) **Option to Extend.** CONTRACTOR may, at its option, extend the original Term of this Agreement for five (5) additional periods of five (5) years each, under the same terms and

conditions, as long as notice of intent to exercise the option is given no less than six months prior to the expiration of the then-current term, and at the time such notice is given both this Agreement and Napa County Agreement No. 1654 remain in full force and effect and CONTRACTOR is not in default of any provision of either agreement.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. COUNTY shall compensate CONTRACTOR for the services provided by CONTRACTOR under this Agreement in the manner and in accordance with the methodology set forth in Exhibit "B", attached hereto and incorporated herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

4. **Method of Payment Accounting by CONTRACTOR.** No later than the fifth (5<sup>th</sup>) day of each calendar quarter, with the first such report due not later than October 5, 2002, CONTRACTOR shall forward to the COUNTY's Director of Public Works ("DIRECTOR") a statement, in a form acceptable to the Napa County Auditor, indicating, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, the total amount of fees collected during the previous calendar quarter from the voluntary fee box and a complete listing of all amounts expended on maintenance and upkeep of the River to Ridge Trail for that calendar quarter (identifying for each listing at least purpose and date of the expenditure). A copy of the statement shall be given to the Napa County Auditor no later than ten (10) days of its submittal.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR 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, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

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7. **Insurance.** CONTRACTOR 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. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and disability, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than One Million Dollars (\$1,000,000) 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 CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability. [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 CONTRACTOR'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 which shall be filed with the Clerk of the Napa County Board of Supervisors prior to commencement of performance of any of CONTRACTOR's duties; shall indicate that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement; shall name COUNTY, its officers, employees, agents and volunteers as additional insureds; shall be kept current during the term of this Agreement; shall provide that COUNTY 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; shall provide that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY; 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. Upon request of COUNTY's Risk Manager, CONTRACTOR 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.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, COUNTY's Risk Manager. At the option of and upon request by COUNTY's Risk Manager, either the insurer shall reduce or eliminate such deductibles or

self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** CONTRACTOR and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those 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, or employees when performing any activities or obligations required of that party under this Agreement.

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 written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices).

10. **Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

11. **Disposition of and Payment for Work upon Termination.** In the event of termination for cause under Paragraph 9 or termination for the convenience of a party under Paragraph 10, all finished or unfinished documents and other materials, if any, at the option of COUNTY, become its property and CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement was terminated for convenience or cause, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

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.

COUNTY

Director of Public Works  
1195 Third Street, Room 201  
Napa, CA 94559

CONTRACTOR

Skyline Park Citizens' Assn., Inc.  
Attn: President  
2201 Imola Ave.  
Napa, CA.

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** To comply with state and federal laws, COUNTY has adopted various policies pertaining to workplace procedures and conditions. CONTRACTOR 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 and incorporated by reference herein. CONTRACTOR 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 COUNTY employees or contractors.

(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 Free Work Environment" revised effective January 8, 2002.

(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 CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through DIRECTOR. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

16. **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior

written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the DIRECTOR.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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. In particular, only COUNTY, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

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.

(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.** CONTRACTOR 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, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, 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 sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, 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. CONTRACTOR 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, CONTRACTOR 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. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR 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. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

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

(d) Prevailing Wages.

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work for which the State Director of Industrial Relations has established prevailing wage rates.

(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 shall be submitted weekly to COUNTY's Director of Public Works. 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. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR 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 to CONTRACTOR for such work is \$30,000 or more.

20. **Taxes**. CONTRACTOR 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. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention**. COUNTY, 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 CONTRACTOR 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, CONTRACTOR shall maintain all required records for at least five (5) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract**. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

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. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY 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 COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict.

CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by either party to the other under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR 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 the DIRECTOR has determined, in writing, that CONTRACTOR, 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. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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 COUNTY from publishing or otherwise distributing applications and information regarding COUNTY job openings where such publication or distribution is directed to the general public.

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 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.

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

date first above written.

SKYLINE PARK CITIZENS' ASSN, INC.

By: Milan Pittman  
MILAN PITTMAN, President

By: Larry J. Pyle  
LARRY J. PYLE, Vice-President

"CONTRACTOR"

COUNTY OF NAPA, a political subdivision of  
the State of California

By: Bruce Dodd  
~~Bruce Dodd~~, Chairman of the Board of  
Supervisors

"COUNTY"

ATTEST: MARY JEAN MCLAUGHLIN,  
Clerk of the Board of Supervisors

By: Teri Sisson DEPUTY

<b>APPROVED AS TO FORM</b>	
Office of County Counsel	
By:	<u>[Signature]</u>
Date:	<u>6/7/02</u>

APPROVED 6-18-02  
BOARD OF SUPERVISORS  
COUNTY OF NAPA

MARY JEAN MCLAUGHLIN  
CLERK OF THE BOARD

BY Jeanne Bon Deputy

## **EXHIBIT "A"**

### **Scope of Services to be Provided by CONTRACTOR in Furtherance of Agreement to Manage River-to-Ridge Trail**

1. Maintenance of the non-vehicular TRAIL between State Highway 221 and Skyline Park in a suitable condition for continuous public hiking, bicycling, and equestrian use including, but not limited to, vegetation control, minor grading and path-marking.
2. Maintenance of any facilities on and associated with the above-referenced section of TRAIL including, but not limited to, gates, signs, voluntary fee collection box, bench, and barriers to side-trails. CONTRACTOR is NOT responsible for property line fencing adjoining the TRAIL that is part of Napa State Hospital or any other lands related thereto.
3. Elimination of hazards that arise after implementation of this Agreement on or adjoining the TRAIL, as necessary, to facilitate public recreational use of TRAIL including, but not limited to, control or elimination of poison oak, wild blackberries, downed trees or limbs, minor to severe erosion of the trail, or localized fire. CONTRACTOR is NOT responsible, except on a cooperative basis, for elimination of hazards of general or regional occurrence, such as seismic activity or major wildfire.
4. General supervision and recommendations to COUNTY, including implementation when so directed or funded, for improvement to the TRAIL facility including, but not limited to, re-grading, removal of potentially hazardous vegetation in the vicinity, installation of additional directional signage or trail barriers, or other similar matters.
5. Permanent maintenance of connection between TRAIL, where it enters Skyline Park, and the section of the San Francisco Bay Area Ridge Trail within Skyline Park.

## **EXHIBIT "B"**

### **COMPENSATION**

- a) In consideration of CONTRACTOR's fulfillment of the promised work for the first term of this Agreement, COUNTY shall pay CONTRACTOR a one-time total amount of Five-Thousand dollars (\$5,000) for the maintenance, upkeep and other services and supplies necessary to keep the River to Ridge Trail in a usable and safe condition for the entire Term of this Agreement, which shall also include any extension[s] granted hereunder;
- b) As additional consideration for the services provided by CONTRACTOR to COUNTY, CONTRACTOR shall be entitled to collect any and all funds deposited in the TRAIL voluntary fee collection box located inside the State Highway 221 Entrance Gate to the TRAIL. These fees shall be in addition to any fees collected pursuant to paragraph 14 of Napa County Agreement No.1654;
- c) CONTRACTOR shall report to COUNTY all funds collected under (b), above, in the manner set forth in Paragraph 4 of this Agreement; and
- d) CONTRACTOR shall:
- 1) Determine the amount of fee(s) requested from TRAIL users in accordance with the fees for other similar services and facilities within Skyline Park; and
  - 2) Submit the schedule of fees so collected to COUNTY for approval by COUNTY in the manner required by law.
- e) CONTRACTOR may commingle all TRAIL entrance fees collected with other funds held by CONTRACTOR for Skyline Park maintenance purposes, so long as the monthly reporting required in Paragraph 4 of the Agreement is performed by CONTRACTOR.

**AMENDMENT NO. 5 OF  
NAPA COUNTY AGREEMENT NO. 1654**

**THIS AMENDMENT NO. 5 OF NAPA COUNTY AGREEMENT NO. 1654** is entered into as of the 8th day of February, 2005 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and SKYLINE PARK CITIZENS' ASSOCIATION, INC., a California non-profit corporation, hereinafter referred to as "Skyline Association";

**RECITALS**

**WHEREAS**, on October 30, 1979, County and Skyline Association entered into Napa County Agreement No. 1654 ("Agreement") by which Skyline Association became the principal concessionaire for County with respect to management of that certain property commonly known as Skyline Park located within the unincorporated area of Napa County; and

**WHEREAS**, the initial term of the Agreement was five (5) years, commencing February 20, 1980, and expiring on February 19, 1985; and

**WHEREAS**, Paragraph 13 of the Agreement gives Skyline Association the option to extend the Agreement in five-year increments, provided that the Agreement is in effect when an option is exercised, Skyline Association has performed satisfactorily under the Agreement, and Skyline Association has given County at least six (6) months' notice of its intention to exercise an option; and

**WHEREAS**, under the terms of Paragraph 13 of the Agreement, Skyline Association has previously exercised this option and the parties have extended the term in four five-year increments, the latest of which will expire on February 19, 2005; and

**WHEREAS**, Skyline Association gave notice to County on or about May 12, 2004 of its intention to exercise its fifth five-year option; and

**WHEREAS** the Agreement was in effect at the time Skyline Association gave notice, and Skyline Association has performed satisfactorily under the terms of the Agreement;

**TERMS**

**NOW, THEREFORE**, County and Skyline Association hereby extend Napa County Agreement No. 1654 by amending the Agreement as follows:

1. Paragraph 1 of Napa County Agreement No. 1654 is hereby amended to read in full as follows:

1. TERM: The original term of this Agreement shall be five years, commencing on February 20, 1980. Pursuant to exercise by Skyline Association of its options to extend

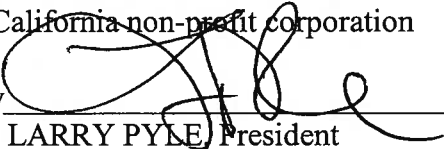


as provided in Paragraph 13 of this Agreement, the term of this Agreement has been extended thereafter for five additional five-year terms, with the fifth extended term commencing on February 20, 2005 and terminating on February 19, 2010. Extensions of the term after February 19, 2010 shall be subject to the options and conditions set forth in Paragraph 13.

2. All other terms and conditions of Napa County Agreement No. 1654 shall remain in full force and effect as last amended.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 5 of Napa County Agreement No. 1654 as of the date first above written.

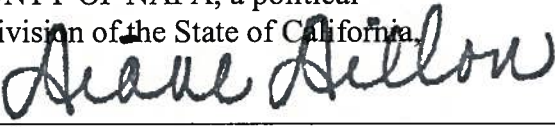
SKYLINE PARK CITIZENS' ASSOCIATION, INC.,  
a California non-profit corporation

By   
LARRY PYLE, President

By \_\_\_\_\_

"Skyline Association"


COUNTY OF NAPA, a political  
subdivision of the State of California.

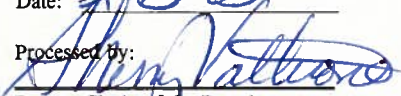
By   
DIANE DILLON, Chair of the Board of Supervisors

"County"

ATTEST: PAMELA A. MILLER  
Clerk of the Board of Supervisors

By: 

APPROVED AS TO FORM  
Office of County Counsel  
By:   
Date: January 31, 2005  
*Chief Clerk*

APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS  
Date: 2-8-05  
Processed by:   
Deputy Clerk of the Board

**AMENDMENT NO. 6 OF  
NAPA COUNTY AGREEMENT NO. 1654**

**SKYLINE WILDERNESS PARK CONCESSIONAIRE AGREEMENT**

**THIS AMENDMENT NO. 6 OF NAPA COUNTY AGREEMENT NO. 1654** is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2010, by and between the COUNTY OF NAPA, a political subdivision of the State of California (“County”), and SKYLINE PARK CITIZENS’ ASSOCIATION, INC, a California non-profit corporation (“Skyline Association”).

**RECITALS**

**WHEREAS**, County and the State of California (“State”), through its Department of General Services, entered into Napa County Agreement No. 1653 on February 20, 1980 (“State Lease Agreement”) whereby State leased to County approximately 850 acres of land to improve, maintain and operate a public park. The State Lease Agreement was for a term of 50 years, until February 19, 2030. The State Lease Agreement allows the County to enter into concessionaire agreements to fulfill its rights and responsibilities under the State Lease Agreement; and

**WHEREAS**, County and Skyline Association entered into Napa County Agreement No. 1654 on October 30, 1979, which became effective February 20, 1980 (“Concessionaire Agreement”), to improve, maintain and operate Skyline Wilderness Park as a public park in a manner consistent with and to fulfill County obligations under the State Lease Agreement. The Concessionaire Agreement was for an initial term of five (5) years, with an option for Skyline Association to extend the term for nine (9) additional periods of five (5) years each, subject to the continued effectiveness of the State Lease Agreement and procedural and substantive provisions of the Concessionaire Agreement; and

**WHEREAS**, the Concessionaire Agreement has been extended five (5) times. Amendment No. 5, entered into as of the 8<sup>th</sup> day of February, 2005, extended the term of the Concessionaire Agreement until February 19, 2010; and

**WHEREAS**, County and Skyline Association entered into a separate agreement, Napa County Agreement No. 4774, on June 18, 2002, whereby Skyline Association agreed to improve and manage the River to Ridge Trail, which connects between State Highway 221 adjacent to the City of Napa’s Kennedy Park and Skyline Wilderness Park utilizing a permanent easement obtained by County from the State of California on March 30, 1999. The term of this separate agreement was until February 12, 2005, with an option to extend the term for additional periods of five (5) years each provided both Agreement 4774 and Napa County Agreement No. 1654 were in effect at the time of the extension and the Skyline Association was not in default of either Agreement; and

**WHEREAS**, On November 10, 2009, Skyline Association requested in writing that the Concessionaire Agreement be extended for another five (5) year term, until February 19, 2015, and County wishes to continue utilizing the concessionaire services of Skyline Association; and

**WHEREAS**, County and Skyline Association further agree that because the River to Ridge Trail links to Skyline Park, and both are managed by Skyline Association, it is more efficient to incorporate the management of the River to Ridge Trail into the Concessionaire Agreement for Skyline Park than to have two separate agreements; and

**WHEREAS**, County approved the Skyline Wilderness Park Master Plan: 2009 Update on September 22, 2009 (“Master Plan”). The purposes of the Master Plan were to: (a) consolidate into one document the improvements and uses envisioned in the original General Development Plan included in the State Lease Agreement and the Concessionaire Agreement, together with the various amendments made to the General Development Plan in the succeeding 29 years; and (b) to provide updated and more detailed policy guidance to County and Skyline Association for the operation of Skyline Wilderness Park as a public park consistent with the State Lease Agreement; and

**WHEREAS**, Skyline Association has entered into agreements with three other non-profit organizations to improve, maintain and operate specific facilities within Skyline Wilderness Park. Agreements were entered into with the California Native Plant Society, Napa Chapter on February 1, 1991, the Silverado Archers on July 15, 1995, and Skyline Riders of Napa Valley on May 1, 2007. These three agreements are not consistent with paragraph 11 of the Concessionaire Agreement, which states that “Skyline Association shall not assign this agreement or any rights under this agreement, without the prior written consent of County.” This inconsistency notwithstanding, the Master Plan recognizes the contributions to Skyline Wilderness Park that have been made by these non-profit organizations, and lays out principles by which Skyline Association may enter into agreements with other non-profit organizations in order to support the public park purposes of the State Lease Agreement and the Concessionaire Agreement; and

**WHEREAS**, Paragraph 16 of the Concessionaire Agreement states that “Skyline Association shall utilize the property only in accordance with the requirements of all applicable municipal, county, state and federal laws and regulations now in force, or as may hereafter be amended,” but does not provide guidance regarding what laws and regulations may be applicable. In recent years, County agreements with other contractors and service providers have identified at least some of the significant laws and regulations which are applicable to the work being performed. While acknowledging that it is not possible to provide an exhaustive listing of all applicable laws and regulations as they may be amended over time, the parties hereto wish to incorporate into this Amendment No. 6 the key regulations and laws they believe are applicable to the operations at Skyline Wilderness Park.

## **TERMS**

**NOW, THEREFORE**, County and Skyline Association hereby agree to amend Agreement No. 1654 as follows:

1. Paragraph 1 of Napa County Agreement No. 1654 is hereby amended to read in full as follows:

1. **TERM.** The original term of this Agreement shall be five years, commencing on February 20, 1980. Pursuant to exercise by Skyline Association of its options to extend as provided in Paragraph 13 of this Agreement, the term of this Agreement has been extended thereafter for six additional five-year terms, with the sixth extended term commencing on February 19, 2010 and terminating on February 19, 2015. Extensions of the term after February 19, 2015 shall be subject to the options and conditions set forth in Paragraph 13.
  
2. Paragraph 2 of Napa County Agreement No. 1654 is hereby amended to read in full as follows:
  2. **PREMISES.** County hereby grants management and operations authority to Skyline Association, and Skyline Association hereby takes said authority from County, for the term and upon the terms and conditions set forth herein, all that certain real property (the property) in the County of Napa, State of California depicted in Exhibit A-1 (attached hereto and incorporated by reference herein) depicting Skyline Wilderness Park, the River to Ridge Trail and the easement held by County over which the River to Ridge Trail passes.
  
3. Paragraph 11 of Napa County Agreement No. 1654 is hereby amended to read in full as follows:
  11. **ASSIGNMENT.** Skyline Association shall not assign this Concessionaire Agreement or any rights under this Concessionaire Agreement, without the prior written consent of County. Skyline Association is authorized to assign specific of its rights and responsibilities under the Concessionaire Agreement to California Native Plant Society—Napa Chapter, Silverado Archers, and Skyline Riders of Napa Valley in substantially the form shown in the draft agreements contained in Exhibits D, E and F, attached hereto.
  
4. Paragraph 14 of Napa County Agreement No. 1654 is hereby amended to read in full as follows:
  14. **FEES.** Skyline Association shall have the right to charge reasonable fees to all persons and groups using the property pursuant to this agreement, subject to the limitations set forth in the County's agreement with the State. A schedule of contemplated fee charges is attached hereto as Exhibit C-1 with the same force and effect as though set forth at length herein. Skyline Association agrees to provide to County at least thirty (30) days in advance of any change in schedule C-1, an up-to-date schedule of all fees to be charged by Skyline Association. In the event County has any question or objection to the fees proposed, representatives of County and Skyline Association shall meet and mutually explore their respective positions. In the event those representatives fail to reach an agreement, the Board of Supervisors of County shall have the final authority to set new fees and to approve or disapprove changes thereto. Pending action of the Board of Supervisors, charges shall remain unchanged in relation to those fees on which agreement had not been reached.

5. Paragraph 15 of Napa County Agreement No. 1654 is hereby amended to read in full as follows:

15. FUTURE IMPROVEMENTS. Any and all improvements or changes of use not specifically authorized by the Master Plan shall require advance written approval by County. Skyline Association shall be responsible for any and all costs associated with permits, approvals and environmental clearance necessary for any proposed improvements, modifications or changes of use to or on the Premises, except that County shall waive all fees associated with County permits and approvals.

6. Paragraph 20 of Napa County Agreement No. 1654 is hereby amended to read in full as follows:

20. NONDISCRIMINATION. During the performance of this Agreement, Skyline Association and its subcontractors shall not deny the benefits thereof to any person on the basis of gender or self-identified gender, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, 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 sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, 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. Skyline 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, Skyline 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. To the extent this Agreement subcontracts to Skyline Association services or works required of the County of Napa by the State of California pursuant to agreement between the County of Napa and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and Skyline Association and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

7. Paragraph 21 of Napa County Agreement No. 1654 is hereby amended to read in full as follows:

21. NOTICES. All notices provided for herein shall be deemed given by either party to the other, when made in writing and deposited in the United States mail, postage prepaid, addressed as follows:

To County: County of Napa  
Parks and Open Space Program Manager  
1195 Third Street, Room 210  
Napa County, CA 94559

To Skyline Associates: President, Board of Directors  
Skyline Park Citizens Association  
201 Imola Ave.  
Napa, CA 94559

Either party may change the person and/or address who is designated to receive notices for their respective party, by providing thirty (30) day advance notice to the other party as provided herein.

8. A new Paragraph 22 is added to Napa County Agreement No. 1654 and shall read in full as follows:

22. COMPLIANCE WITH LAWS. Skyline 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) Documentation of Right to Work. Skyline Association agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Skyline 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. Skyline Association shall make the required documentation available upon request to County for inspection.

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

(c) Prevailing Wages.

(1) Affected work. Skyline Association shall comply with Labor Code sections 1774 and 02 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.

(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 shall be submitted weekly to County. Payrolls shall contain the full name, address and social security number of each employee, employee's 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 employee's name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or 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 County or on any form with identical wording. Skyline Association shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. Skyline 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 for such work is \$30,000 or more.

(d) Taxes. Skyline 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. Skyline Association agrees to indemnify and hold County harmless from any liability it may incur to the United States or the State of California as a consequence of Skyline Association's failure to pay or withhold, when due, all such taxes and obligations. In the event that County is audited for compliance regarding any withholding or other applicable taxes or amounts, Skyline Association agrees to furnish County with proof of payment of taxes or withholdings on those earnings.

(e) Access to Records/Retention. County, 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 Skyline Association which are directly pertinent to the subject matter of the Concessionaire Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Skyline Association shall maintain all required records for at least seven (7) years after any other work authorized hereunder and all pending matters are closed, whichever is later.

(f) Authority to Contract. Skyline Association and County each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

(g) Conflict of Interest.

(i) Covenant of No Undisclosed Conflict. The parties to the Concessionaire 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. Skyline Association hereby covenants that it presently has no interest not disclosed to County 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 County may consent to in writing prior to the acquisition by Skyline Association of such conflict. Skyline 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. Skyline Association agrees that if such undisclosed financial interest does exist, County may terminate this Concessionaire Agreement immediately upon giving written notice without further obligation by County to Skyline Association under this Concessionaire Agreement.

(ii) Statements of Economic Interest. Skyline Association acknowledges and understands that County has developed and approved a Conflict of Interest Code as required by state law which requires Skyline 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. However, County has determined that Skyline Association, although holding a “designated” position as a concessionaire, has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

(h) Open Meetings and Decisions. Skyline Association as an independent non-profit organization is not subject to the requirements of the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*). However, as a concessionaire to County operating a public park, the Master Plan requires Skyline Association to comply with the “spirit” of the act. Compliance with this requirement shall include the following:

(i) Except as provided herein, all discretionary decisions of Skyline Association that affect the use and operation of the Premises shall be made by majority vote of the membership of Skyline Association at a properly noticed public meeting. Excepted from this requirement are those decisions involving personnel, pending litigation, or routine administrative matters that the Skyline Association By-Laws delegate to Skyline Association employees, officers and/or directors.

(ii) All public meetings of Skyline Association shall be open to all members of Skyline Association as well as any member of the public wishing to attend.

(iii) The time, location and agenda of all public meetings, as well as sufficient detail to indicate the nature of topics and decisions to be considered, shall be posted on the Skyline Wilderness Park web site at least 72 hours prior to the meeting.

9. A new Paragraph 23 is added to Napa County Agreement No. 1654 and shall read in full as follows:

23. **APPROVALS.** Unless otherwise provided in the Concessionaire Agreement, County approvals required herein shall be made in writing by the County Parks and Open Space Program Manager or other County employee designated by the County Executive Officer.

10. A new Paragraph 24 is added to Napa County Agreement No. 1654 and shall read in full as follows:

24. FIVE-YEAR WORK PLAN. Skyline Association agrees to make a good faith effort to implement the five-year work plan contained in Exhibit G, attached hereto, and will provide County with an annual report by February 19<sup>th</sup> of each year regarding progress on the five-year plan.

11. Exhibit B and all references thereto in the Concessionaire Agreement shall be replaced with Exhibit B-1, incorporated by reference herein.

12. Except as provided in Paragraphs 1 through 11, above, the terms and provisions of the Agreement shall remain in full force and effect as last amended.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

“SKYLINE ASSOCIATION”

SKYLINE PARK CITIZENS’ ASSOCIATION,  
a California non-profit organization

By: \_\_\_\_\_  
Larry Pyle, President, Board of Directors

By: \_\_\_\_\_  
Dorothy Glaros, Secretary, Board of Directors

“COUNTY”

COUNTY OF NAPA, a political subdivision of  
the State of California

By \_\_\_\_\_  
DIANE DILLON, Chair  
Napa County Board of Supervisors

ATTEST: GLADYS I. COIL  
Clerk of the Board of Supervisors

By \_\_\_\_\_

**APPROVED AS TO FORM**  
Office of County Counsel  
By: *Chris R.Y Apallas*  
(by e-signature)  
Date: January 20, 2010

**APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS**  
Date: \_\_\_\_\_  
Processed by: \_\_\_\_\_  
Clerk of the Board

# EXHIBIT A-1

## Definition of Skyline Wilderness Park Premises

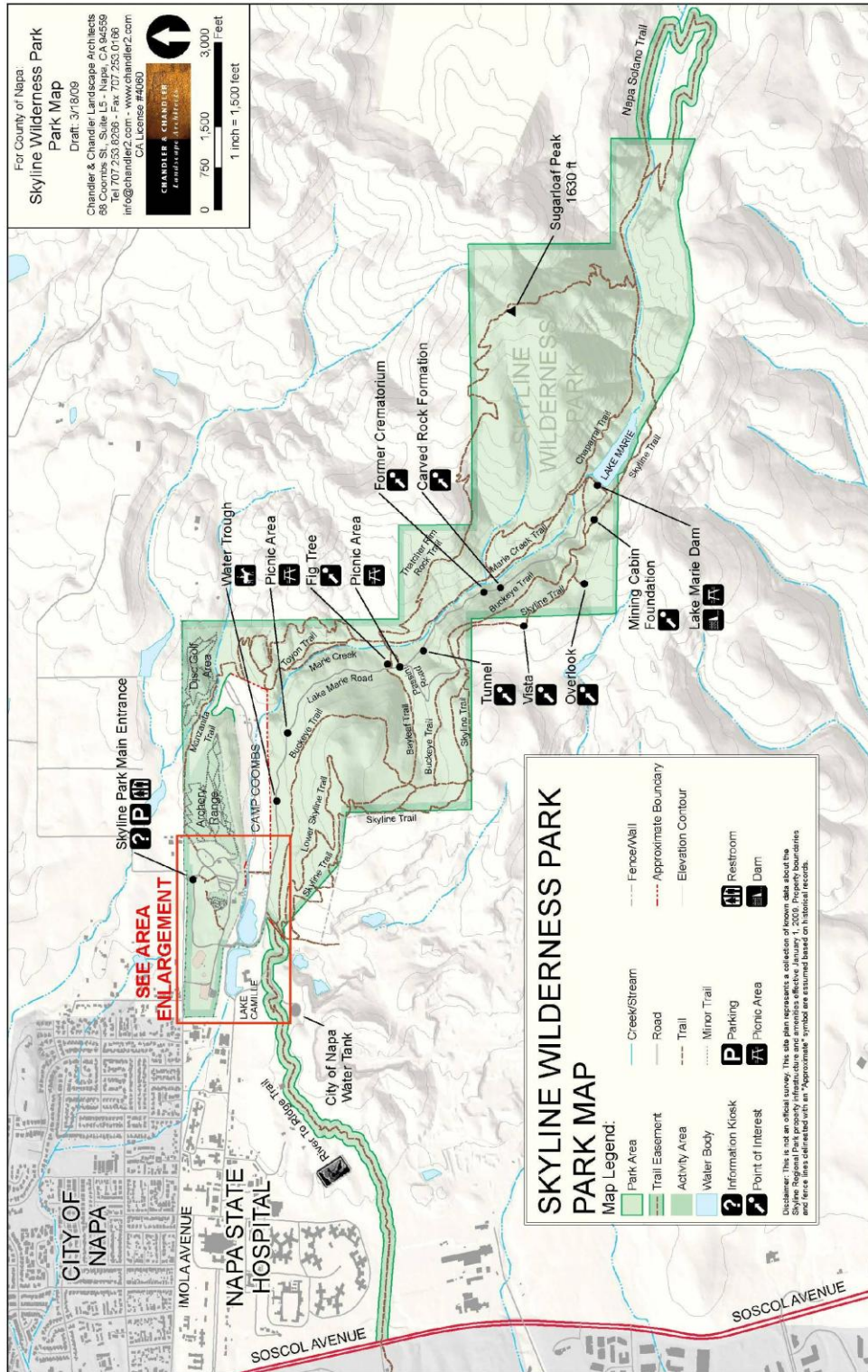


EXHIBIT B-1

This Exhibit B-1 consists of the Skyline Wildernes Park Master Plan: 2009 Update, approved by the Napa County Board of Supervisors on September 22, 2009, and is incorporated herein by reference.

## EXHIBIT C-1

### **Fee Schedule**

approved by SPCA on January 12, 2010

		<u>Notes</u>
<b>Day Use</b>		
Car (4 per car)	\$5	
Extra people above 4	\$1	per extra person
Horse Trailer	\$6	
Cars with bicycles	\$6	
Walk-in	free	
Horse or Bike Ride In	free	
RV Dump Station	\$10	
Reserve Arena All Day	\$150	
Youth groups (school classes,4-H, Scouts, etc)	free	May use social hall facilities if approved by membership
<b>Overnight Use</b>		
RV Full Hookup	\$35*	2 week max every 6 months second car allowed free
RV Partial Hookup (water and electricity)	\$32*	second car allowed free; includes use of dump station
Tent Camping	\$15	1 car maximum per site
Equestrian Camping	\$15	1 rig; second car allowed free
Overflow RV camping (across from equestrian camping)	\$15	only when RV sites full
* \$2 discount for senior over 62 or member of AAA, AA(Canada), BCAA (British Columbia), FQCC (Quebec), ADAC (Germany)		
<b>Annual Passes</b>		
Single	\$45	replaces Day Use Fees
Plus horses and bikes	\$20	
Family	\$60	must all live at same address
Plus horses & bikes	\$20	
<b>Group Reserved Use</b>		
Picnic Area and Cook Shack		
0-75 people	\$150	
76-150 people	\$200	
151-300 people	\$250	
300-450 people	\$400	
plus cleaning deposit (refundable)	\$100	
plus ranger fee for evening gate opening/closing	\$30	
plus per car day use entrance fee	\$5	

Social Hall		
24 hour hall rental	\$450	no day use entrance fee
plus cleaning deposit	\$200	refundable
Meetings (conference room)	\$35	
plus per car	\$5	
plus cleaning deposit	\$100	refundable
Meetings (large room, bar and kitchen)	\$250	no day use entrance fee
plus cleaning deposit	\$100	

**Special Events**

all special events require insurance

**Eagle Cyling Club Bike Race**

300 riders max, includes picnic, cook shack/BBQ/dance area  
waived for annual pass holder  
waived for annual pass holder  
max of 4 people per site if no car  
refundable

Per rider	\$5
Plus per car	\$5
or per overnight tent camp site	\$15
Plus cleaning deposit	\$100

**Trail Trials**

includes use of group picnic, cook shack/BBQ/dance area  
waived for annual pass holder  
waived for annual pass holder  
refundable

Per rig (1 vehicle with trailer)	\$6
Plus parking (each additional car)	\$5
Plus overnight camping in Equestrian Camp area	\$15
Plus cleaning deposit	\$100

**Archery Shoot**

Per car	\$5	waived for annual pass holder
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**Disc Golf Tournament**

Plus per car	\$5	waived for annual pass holder
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**Native Plant Sale**

Entrance/parking	free	
Plus for Flower Show in Social Hall	\$250	
Plus cleaning deposit	\$100	refundable

**Volunteers working on authorized park projects**

projects approved by SPCA, Archery, Skyline Riders, Disc Golf and CNPS

Entrance/parking	free
------------------	------

**Other Special Events**

As approved by membership vote and consistent with Skyline Park Master Plan Appendix 9 checklist



EXHIBIT D

LAND USE AGREEMENT

California Native Plant Society-Napa Chapter

This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the SKYLINE PARK CITIZENS ASSOCIATION, INC., a California nonprofit corporation, and CALIFORNIA NATIVE PLANT SOCIETY-NAPA CHAPTER, a California nonprofit corporation.

PREFACE:

SKYLINE PARK CITIZENS ASSOCIATION hereinafter referred to as SPCA, is a concessionaire under an agreement with the County of Napa ("County") dated October 30, 1979 ("Concessionaire Agreement"), which County in turn is the lessee under a lease agreement with the State of California dated February 20, 1980 ("State Lease Agreement"). As a consequence of these agreements, SPCA operates and manages the recreation facility known generally as Skyline Wilderness Park ("Park") near the City of Napa, California.

CALIFORNIA NATIVE PLANT SOCIETY, NAPA CHAPTER, hereinafter referred to as CNPS, is an organization interested in preserving and enhancing the California native flora.

SPCA and CNPS wish to enter into this agreement to permit CNPS to establish, use and maintain a California native plant nursery at Skyline Park within the area described in Exhibit A attached hereto.

AGREEMENT:

1. TERM.

a. The term of this agreement shall commence on the date first above written and terminate February 19, 2015, except that if the Concessionaire Agreement is continued beyond this date, then this Agreement shall be automatically extended for an equal period of time.

b. Notwithstanding subparagraph (a) above, this agreement shall terminate immediately in the event of the termination of either the Concessionaire Agreement or the State Lease Agreement.

c. Notwithstanding subparagraph (a) above, either party hereto may terminate this agreement upon ninety (90) days advance notice, in writing, given to the other party, and such right to terminate shall apply to the extension of this agreement.

d. Notwithstanding paragraphs (a), (b) and (c) above, the obligations of the parties under Paragraphs 10 (Hold Harmless/Defense/Indemnification) and 11 (Insurance) 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,

2. COMPLIANCE WITH LEASES AND PARK RULES.

a. CNPS acknowledges it is familiar with the terms and conditions of the Concessionaire Agreement and the State Lease Agreement. CNPS, on behalf of its officers, members and guests, agrees to comply with all said terms and conditions insofar as they relate to the activities of CNPS.

b. CNPS also acknowledges and agrees to abide by all rules and regulations of SPCA as the same now exist or as they may be amended in the future. In meeting this commitment CNPS agrees that its officers, members and guests will at all times comply with the then current SPCA rules and regulations concerning activities and conduct at the Park.

3. SKYLINE PARK MEMBERSHIP.

a. CNPS agrees that a minimum of forty (40) of its officers and members will obtain and maintain during the term of this Agreement, and any extension hereto, current annual passes to Skyline Park. In the event such number is not met and so maintained, CNPS will pay to SPCA the difference, annually, between the CNPS annual passes to Skyline Park and forty (40) annual passes, at the then current single annual pass fee rate. CNPS also agrees to assist SPCA in its efforts to raise funds for Skyline Park and to assist in efforts to improve Skyline Park.

b. CNPS agrees that all members of the public are welcome to become members of CNPS and to participate in CNPS-sponsored activities at the Park, subject only to reasonable and equally-applied criteria regarding standards for participation. Membership information and applications will be provided by CNPS to SPCA and made available to the public at the Park entrance kiosk as well as on the SPCA and CNPS web sites. Clear and attractive signage welcoming members of the public to join CNPS and participate in CNPS-sponsored activities at the Park shall be installed by CNPS at the entrance to the Nursery Premises.

4. FACILITIES.

a. CNPS agrees to maintain and operate, at no expense to SPCA, a native plant nursery and native plant garden. All facilities shall be situated on the approximately one (1) acre nursery growing area ("Nursery Premises") as well as the adjacent garden ("Martha Walker Garden") as depicted in Exhibit A attached hereto and incorporated by reference. The nursery consists of a growing area for plants in containers, a mist house for propagation, a small greenhouse, tool sheds, soil bins, covered work area, and shade structures all in a fenced area. A second greenhouse may also be constructed in accordance with the Master Plan and the plans for the greenhouse approved by the County and the State of California.

b. The Nursery Premises shall be maintained in a safe and neat manner by CNPS, at no expense to SPCA, and all equipment and improvements shall be the property of CNPS. In the event that this Agreement is terminated, for whatever reason, CNPS shall promptly remove all its facilities, including but not limited to structures, equipment, plants, pots, irrigation equipment and paving, and restore the Nursery Premises to a clean and neat condition, except that CNPS may, with County concurrence, donate such facilities to the County in which event they shall be allowed to remain on site.

5. HOURS OF OPERATION. The days and hours of CNPS activities under this agreement shall be the same as the days and hours of Skyline Park generally, unless prior arrangements are made with and approved by SPCA.

6. OPERATIONAL RULES.

a. The nursery will be operated and maintained by CNPS employees, volunteers, and periodic work parties. These workers shall enter the park at no charge, but must check in at the Skyline Wilderness Park entrance kiosk. Parking for these employees and volunteers will

generally be allowed in the vicinity of the Nursery Premises, but SPCA may redirect parking to other locations if needed to avoid conflicts with other activities.

b. Once yearly CNPS may hold a plant sale on the site, and once yearly CNPS will hold a combined plant sale and flower show. These sales will be open to the public at no charge. Public parking shall be in the location(s) approved by SPCA. Special signs shall be erected by CNPS to direct the public during these events.

c. No smoking will be allowed in the Nursery Premises.

d. All uses of the Nursery Premises shall be consistent with the Master Plan. Any substantive changes to the types or scope of uses of the Nursery Premises shall be subject to the approval of SPCA and the County.

e. All revenues derived from the sale of plants propagated at the Nursery Premises shall be used solely to support the improvement and operation of the Nursery Premises and other Park facilities.

7. **MAINTENANCE.** CNPS shall maintain the Nursery Premises and Martha Walker Garden at its own cost and expense and keep the area free and clear of litter and debris, and shall be responsible for maintaining all structures thereon in good repair and keeping the grounds at all times safe, neat and clean. CNPS shall be responsible for removal of all garbage from the area to the Skyline Park main dumpster.

8. **UTILITIES.**

CNPS shall be responsible for the cost of installation and payment of all electrical services and bills incurred from its activities. Water shall be from the SPCA well, hookup to the existing system shall be at the expense of CNPS.

9. **PHYSICAL IMPROVEMENTS.**

a. All physical improvements or alterations within the area shall be undertaken at the expense of CNPS. All physical improvements shall be consistent with the Master Plan. Any new buildings, structures, facilities, their decorations and coloring as well as the layout of the nursery shall be subject to the approval of the SPCA and the County.

b. Park sanitary facilities will be utilized by CNPS.

c. CNPS will furnish, install and maintain at no expense to SPCA suitable fencing around the perimeter of the Nursery Premises. The nature and location of such fencing shall be subject to the prior approval of SPCA and the County.

10. **HOLD HARMLESS/DEFENSE/INDEMNIFICATION.**

a. In General. To the full extent permitted by law, CNPS shall defend, indemnify and hold harmless SPCA, County and the State of California 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 under this Agreement. CNPS shall notify SPCA, County and the State of California immediately in writing of any claim or damage related to activities performed under this Agreement. CNPS shall cooperate with SPCA, County and the State of California in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require CNPS, SPCA, County or the

State of California 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. SPCA accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services permitted under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted and required by law. Notwithstanding anything to the contrary in this Paragraph, CNPS shall hold SPCA, County and the State of California and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CNPS's actions in this regard.

11. **INSURANCE.** CNPS 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, CNPS shall provide workers' compensation insurance for the performance of any of CNPS's activities under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide SPCA, County and the State of California with certification of all such coverages upon request.

b. Liability Insurance.

(1) General Liability. CNPS shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to County's Risk Manager, or by a combination thereof, covering liability 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 that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Directors and Officers Errors and Omissions Insurance. CNPS shall maintain Directors and Officers Errors & Omissions insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000).

c. Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more current certificates of coverage which shall be filed with SPCA and the County, shall reference this Agreement, 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. CNPS shall also file with the evidence of coverage an endorsement from the insurance provider naming SPCA, County and the State of California, and their 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 CNPS not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of SPCA, County and the State of California shall pertain only to liability for activities of CNPS under

this Agreement, and that the insurance provided is primary coverage to SPCA, County and SPCA with respect to any insurance or self-insurance programs maintained by SPCA. County and the State of California. 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 the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

d. Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to County's Risk Manager.

12. **APPROVALS.** All approvals by SPCA and/or County which are required by this Agreement shall be writing in the manner provided in the Concessionaire Agreement.

13. **ASSIGNMENT.** CNPS shall not assign this Agreement or any rights under this Agreement without the prior written consent of SPCA and County.

14. **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.

15. **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.

16. **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.

17. **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.

18. **ENTIRETY OF CONTRACT.** This Agreement 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.

19. **COMPLIANCE WITH COUNTY POLICIES.** CNPS hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the County's Clerk of the Board of Supervisors and incorporated by reference herein. CNPS 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 County employees or contractors.

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 DISTRICT whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with 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.

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

date first above written.

Skyline Park Citizens Association (SPCA)

by \_\_\_\_\_ by \_\_\_\_\_  
President Vice President

Date \_\_\_\_\_

California Native Plant Society, Napa Chapter (CNPS)

by \_\_\_\_\_ by \_\_\_\_\_  
President Vice President

Date \_\_\_\_\_

County of Napa Concurrence

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

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



EXHIBIT A  
to Exhibit D: California Native Plant Society

Nursery Premises and Marth Walker Garden Location

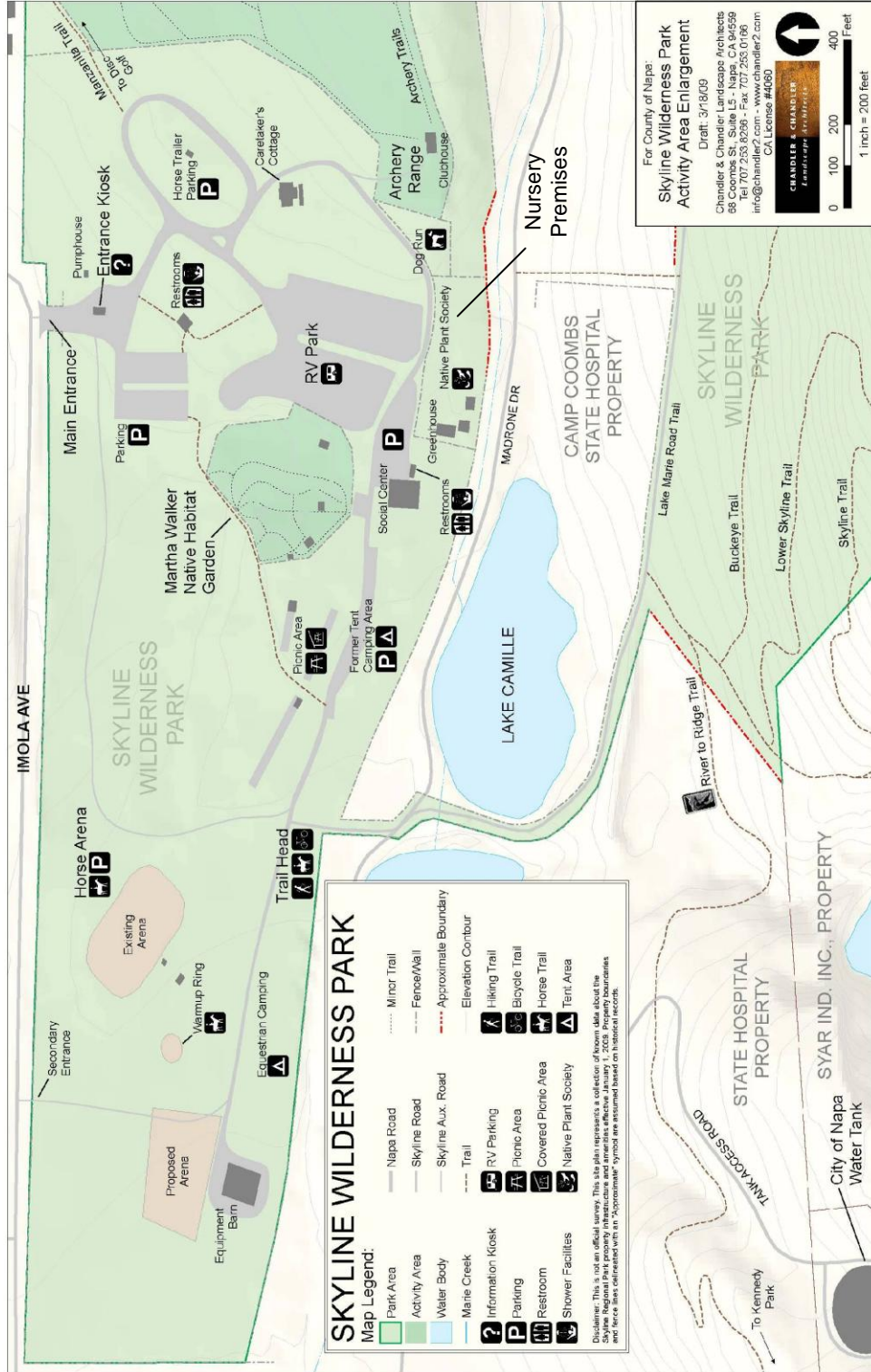


EXHIBIT E

LAND USE AGREEMENT

Silverado Archers

This Agreement is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the SKYLINE PARK CITIZENS ASSOCIATION, INC., a California nonprofit corporation, and SILVERADO ARCHERS, INC, a California nonprofit corporation.

PREFACE:

SKYLINE PARK CITIZENS' ASSOCIATION, hereinafter referred to as SPCA, is a concessionaire under a lease agreement with the County of Napa dated October 30, 1979 ("Concessionaire Agreement"), which County in turn is the lessee under a lease agreement with the State of California dated February 20, 1980 ("State Lease Agreement"). As a consequence of these agreements, SPCA operates and manages the recreation facility known generally as Skyline Wilderness Park ("Park") near the City of Napa, California.

SILVERADO ARCHERS, INC., hereinafter referred to as ARCHERS, is an organization interested in advancing the sport of archery.

SPCA and ARCHERS wish to enter into this agreement to permit ARCHERS to establish, use, and maintain an archery facility at Skyline Park within the area described in Exhibit A attached hereto.

AGREEMENT:

1. TERM.

(a) The term of this agreement shall commence on the date first above written and terminate February 19, 2015, except that if the Concessionaire Agreement is continued beyond this date, then this Agreement shall be automatically extended for an equal period of time.

(b) Notwithstanding subparagraph (a) above, this agreement shall terminate immediately in the event of the termination of either the Concessionaire Agreement or the State Lease Agreement.

(c) Notwithstanding subparagraph (a) above, either party hereto may terminate this agreement upon thirty (30) days advance notice, in writing, given to the other party, and such right to terminate shall apply to the extension of this agreement.

(d) Notwithstanding paragraphs (a), (b) and (c) above, the obligations of the parties under Paragraphs 10 (Hold Harmless/Defense/Indemnification) and 11 (Insurance) 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.

2. COMPLIANCE WITH LEASES AND PARK RULES.

a. ARCHERS acknowledges it is familiar with the terms and conditions of the Concessionaire Agreement and the State Lease Agreement. ARCHERS, on behalf of its officers,

members and guests, agrees to comply with all said terms and conditions insofar as they relate to the activities of ARCHERS.

b. ARCHERS also acknowledge and agree to abide by all rules and regulations of SPCA as the same now exist or as they may be amended in the future. In meeting this commitment ARCHERS agrees that its officers, members and guests will at all times comply with the then current SPCA rules and regulations concerning activities and conduct at Skyline Park.

### 3. SKYLINE PARK MEMBERSHIP.

a. ARCHERS agrees that all of its officers and members will obtain and maintain during the term of this agreement and any extension hereto, current memberships in SPCA.

b. ARCHERS represents and warrants to SPCA that not fewer than forty (40) annual passes to Skyline Park will be generated by this commitment and maintained during the term of this agreement. In the event such number is not met and so maintained, ARCHERS will pay to SPCA the difference, annually, between the ARCHERS membership in SPCA and forty (40) annual passes, at the then current SPCA single person fee rate. ARCHERS also agree to assist SPCA in its efforts to raise funds for Skyline Park and to assist in efforts to improve Skyline Park.

c. ARCHERS agrees that all members of the public are welcome to become members of ARCHERS and to participate in ARCHERS-sponsored activities at the Park, subject only to reasonable and equally-applied criteria regarding standards for participation. Membership information and applications will be provided by ARCHERS to SPCA and made available to the public at the Park entrance kiosk as well as on the SPCA and ARCHERS web sites. Clear and attractive signage welcoming members of the public to join ARCHERS and to participate in ARCHERS-sponsored activities at the Park shall be installed by ARCHERS at the entrance to the Archery Range and the Club House.

### 4. FACILITIES.

a. ARCHERS agrees to maintain and operate, at no expense to SPCA, a field archery range and social gathering/storage area ("Archery Facilities"), complete and appropriate, not to exceed 42 targets not including practice butts. All facilities shall be situated on the approximately twenty (20) acres described on Exhibit A attached hereto. The field archery range shall meet the criteria established by the National Field Archery Association (NFAA) for an approved regulation range.

b. The Archery Facilities shall be maintained by ARCHERS, at no expense to SPCA, with safety to the public being paramount in such process, and shall be the property of ARCHERS. In the event that this Agreement is terminated, for whatever reason, ARCHERS shall promptly remove all its facilities, including but not limited to structures, equipment, plants, pots, irrigation equipment and paving, and restore the Archery Facilities to a clean and neat condition, except that ARCHERS may, with County concurrence, donate such facilities to the County in which event they shall be allowed to remain on site.

### 5. HOURS OF OPERATION.

a. The days and hours of archery activity under this agreement shall be the same as the days and hours of Skyline Park activity, unless prior arrangements are made with and approved by SPCA. However, no shooting shall occur during periods of insufficient natural light.

b. ARCHERS shall, on an annual basis, in advance, submit to SPCA ARCHERS' projected calendar of events or "shoots". Such listing will particularly identify those events that

are likely to generate vehicle parking, security, or other problems to the routine activities of Skyline Park. In the event SPCA determines that a proposed event will produce, or is likely to produce, an excessive demand upon Skyline Park due to other scheduled activities at Skyline Park, SPCA shall have the authority, not less than sixty (60) days in advance, to require ARCHERS to reschedule its proposed events.

6. OPERATIONAL RULES.

a. The range shall be open to the public during monthly club shoots and special event shoots. Persons using the range shall be in possession of a current membership in the National Field Archer Association, California hunting license or member of ARCHERS, or be accompanied by a member of ARCHERS.

b. The archery range entry gate shall remain locked at all times unless an ARCHERS member is in actual and continual attendance at the gate to make sure only authorized persons enter the archery range.

c. The ARCHERS shall take all action necessary to protect the public at all times from the hazards of the range.

d. No smoking will be allowed in Archery Facilities.

e. No alcoholic beverages shall be consumed or possessed within the archery field range. Possession or consumption of alcoholic beverages at the Club House shall conform to the same rules as apply to the rest of the Park.

f. No rental or sale of archery equipment shall be conducted within Skyline Park, and there will not be any fees for use of Archery Facilities other than those collected by SPCA per the adopted fee schedule for the Park.

g. The archery field range shall be used for archery purposes only, and for no other purpose.

h. ARCHERS acknowledges that its activities will not be allowed to interfere with the other activities within Skyline Park.

i. No archery equipment will be allowed in the remainder of Skyline Park; all such equipment shall be restricted to the parking area, entry and archery range.

j. All uses of the Archery Facilities shall be consistent with the Master Plan. Any substantive changes to the types or scope of uses of the Archery Facilities shall be subject to the approval of SPCA and County.

7. MAINTENANCE. ARCHERS shall maintain the Archery Facilities, at its own cost and expense, and keep the area free and clear of litter and debris, and shall be responsible for maintaining all structures thereon in good repair, and keeping the grounds at all times safe, neat and clean, including the replacement and disposal from the premises of targets when worn out or discarded. ARCHERS shall be responsible for removal of all garbage from the area to the Skyline Park main dumpster.

8. UTILITIES. ARCHERS shall be responsible for the cost of installation of all services and the payment of all utility bills incurred from its activities.

9. PHYSICAL IMPROVEMENTS.

a. All physical improvements or alterations within the area shall be undertaken at the expense of ARCHERS. All physical improvements shall be consistent with the Master Plan. The

design of all buildings, structures, facilities, their decorations and coloring as well as the layout of the range shall be subject to the approval of the SPCA and the County.

b. The range shall be known as the Silverado Archer's Archery Range and identifying signs shall be provided by ARCHERS and may be posted as directed by SPCA. In addition, ARCHERS shall provide all safety signs, and post all rules and regulations as required by the NFAA or Skyline Park. Except for the signage described in paragraph 3.c, no other signs shall be erected within the Archery Facilities without prior specific permission of SPCA

c. Sanitary facilities will be in a location approved by SPCA.

d. ARCHERS will furnish, install and maintain, at no expense to SPCA, suitable fencing around the perimeter of the archery field range. The nature and location of such fencing shall be subject to the prior approval of SPCA.

#### 10. HOLD HARMLESS/DEFENSE/INDEMNIFICATION.

a. In General. To the full extent permitted by law, ARCHERS shall defend, indemnify and hold harmless SPCA, County and the State of California 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 under this Agreement. ARCHERS shall notify SPCA, County and the State of California immediately in writing of any claim or damage related to activities performed under this Agreement. ARCHERS shall cooperate with SPCA, County and the State of California in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require ARCHERS, SPCA, County or the State of California 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. SPCA accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services permitted under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted and required by law. Notwithstanding anything to the contrary in this Paragraph, ARCHERS shall hold SPCA, County and the State of California and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or ARCHERS's actions in this regard.

11. **INSURANCE.** ARCHERS 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, ARCHERS shall provide workers' compensation insurance for the performance of any of ARCHERS activities under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide SPCA, County and the State of California with certification of all such coverages upon request.

b. Liability Insurance.

(1) General Liability. ARCHERS shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to County's Risk Manager, or by a combination thereof, covering liability 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 that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Directors and Officers Errors and Omissions Insurance. ARCHERS shall maintain Directors and Officers Errors & Omissions insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000).

c. Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more current certificates of coverage which shall be filed with SPCA and the County, shall reference this Agreement, 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. ARCHERS shall also file with the evidence of coverage an endorsement from the insurance provider naming SPCA, County and the State of California, and their 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 ARCHERS not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of SPCA, County and the State of California shall pertain only to liability for activities of ARCHERS under this Agreement, and that the insurance provided is primary coverage to SPCA, County and SPCA with respect to any insurance or self-insurance programs maintained by SPCA. 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 the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

d. Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to County's Risk Manager.

12. **APPROVALS.** All approvals by SPCA and/or County which are required by this Agreement shall be writing in the manner provided in the Concessionaire Agreement.

13. **ASSIGNMENT.** ARCHERS shall not assign this Agreement or any rights under this Agreement without the prior written consent of SPCA and County.
14. **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.
15. **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.
16. **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.
17. **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.
18. **ENTIRETY OF CONTRACT.** This Agreement 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.
19. **COMPLIANCE WITH COUNTY POLICIES.** ARCHERS hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the County's Clerk of the Board of Supervisors and incorporated by reference herein. ARCHERS 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 County employees or contractors.
- 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 DISTRICT whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with 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.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

Skyline Park Citizens Association (SPCA)

by \_\_\_\_\_ by \_\_\_\_\_  
President Vice-President

Silverado Archers, Inc. (ARCHERS)

by \_\_\_\_\_ by \_\_\_\_\_  
President Secretary

County of Napa Concurrence

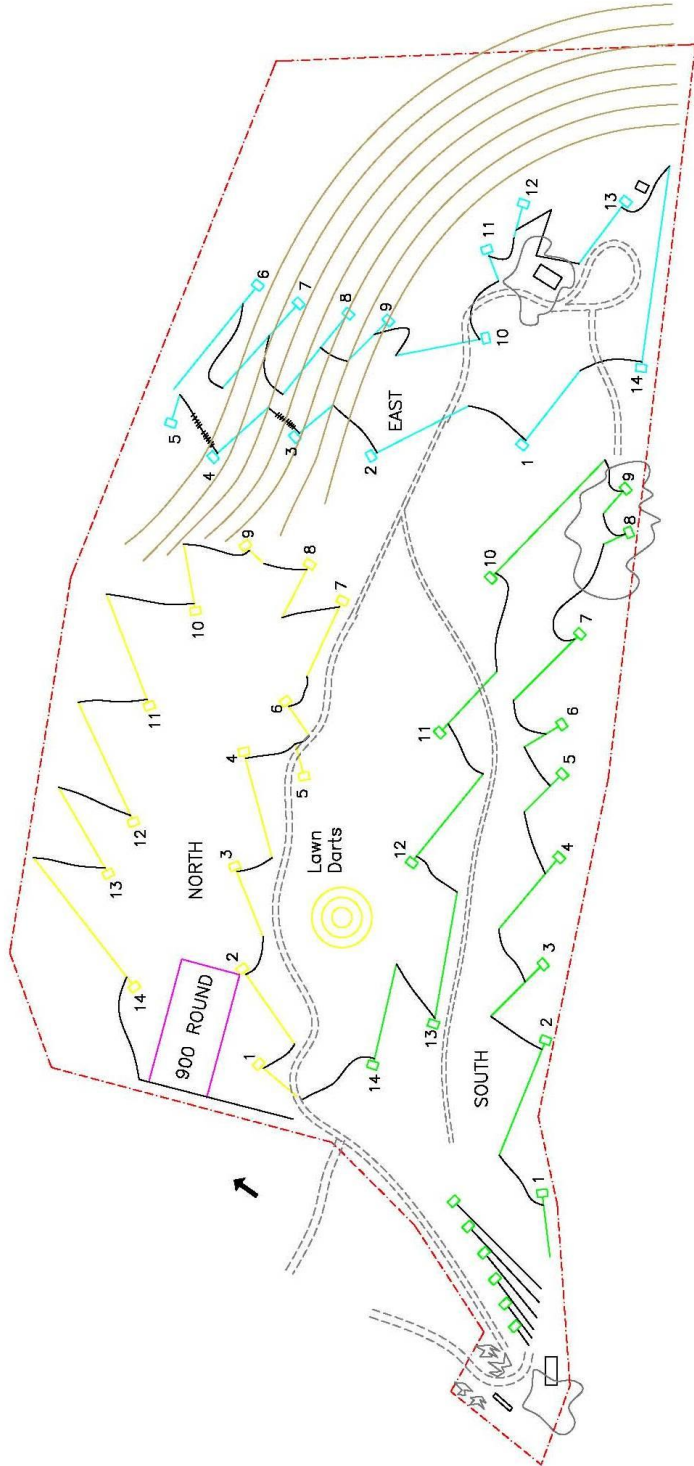
By: \_\_\_\_\_

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



EXHIBIT A  
To Exhibit E: Silverado Archers, Inc  
Location of Archery Facilities

SILVERADO ARCHERS  
RANGE LAYOUT  
SKYLINE PARK  
NAPA, CA.



## EXHIBIT F

### LAND USE AGREEMENT

#### Skyline Riders of Napa Valley

This Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the SKYLINE PARK CITIZENS ASSOCIATION, INC, a California nonprofit corporation, and SKYLINE RIDERS OF NAPA VALLEY, a California nonprofit corporation.

#### PREFACE:

SKYLINE PARK CITIZENS' ASSOCIATION hereinafter referred to as SPCA, is a concessionaire under an agreement with the County of Napa dated October 30, 1979 ("Concessionaire Agreement"), which County in turn is the lessee under a lease agreement with the State of California dated February 20, 1980 ("State Lease Agreement"). As a consequence of these agreements, SPCA operates and manages the recreation facility known as generally as Skyline Wilderness Park ("Park") near the City of Napa, California.

SKYLINE RIDERS OF NAPA VALLEY hereinafter referred to as SLR, is an organization dedicated to preserve, encourage, educate and inspire the active equestrians of the Napa Valley.

SPCA and SLR wish to enter into this agreement to permit SLR to establish, use, and maintain an equestrian facility within the area described in Exhibit A attached hereto.

#### AGREEMENT:

##### 1. TERM.

a. The term of this agreement shall commence on the date first above written and terminate February 19, 2015, except that if the Concessionaire Agreement is continued beyond this date, then this Agreement shall be automatically extended for an equal period of time.

b. Notwithstanding subparagraph (a) above, this agreement shall terminate immediately in the event of the termination of either the Concessionaire Agreement or the State Lease Agreement.

c. Notwithstanding subparagraph (a) above, either party hereto may terminate this agreement upon ninety (90) days advance notice, in writing, given to the other party, and such right to terminate shall apply to the extension of this agreement.

d. Notwithstanding paragraphs (a), (b) and (c) above, the obligations of the parties under Paragraphs 10 (Hold Harmless/Defense/Indemnification) and 11 (Insurance) 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,

##### 2. COMPLIANCE WITH LEASES AND PARK RULES.

a. SLR acknowledges it is familiar with the terms and conditions of the Concessionaire Agreement and State Lease Agreement. SLR, on behalf of its officers, members

and guests, agrees to comply with all said terms and conditions insofar as they relate to the activities of SLR.

b. SLR also acknowledges and agrees to abide by all the rules and regulations of SPCA as the same now exist or as they may be amended in the future. In meeting this commitment SLR agrees that its officers, members and guests will at all times comply with the then current SPCA rules and regulations concerning activities and conduct at the Park.

### 3. SKYLINE PARK MEMBERSHIP.

a. SLR agrees that a minimum of thirty (30) of its officers and members will obtain and maintain during the term of this agreement, and any extension hereto, current annual passes to the Park, commencing with the membership year beginning January 2007. In the event such number is not met and so maintained, SLR will pay to SPCA the difference, annually, between the SLR annual passes and thirty (30) annual passes, at the then current SPCA single person annual pass fee rate.

b. SLR agrees that all members of the public are welcome to become members of SLR and to participate in SLR-sponsored activities at the Park, subject only to reasonable and equally-applied criteria regarding standards for participation. Membership information and applications will be provided by SLR to SPCA and made available to the public at the Park entrance kiosk as well as on the SLR and SPCA web sites. Clear and attractive signage welcoming members of the public to join SLR and participate in SLR-sponsored activities at the Park shall be installed by SLR at the facilities managed by SLR.

### 4. IMPROVEMENTS TO BE CONSTRUCTED.

a. SLR agrees to construct an indoor arena ("Indoor Arena") at no expense to SPCA in the location described on Exhibit A attached hereto. The Indoor Arena location and design shall be consistent with the Master Plan, and the conceptual plans approved by the County and the State of California. Final detailed plans shall be subject to the approval of the SPCA and the County prior to the start of construction.

b. The Indoor Arena shall be maintained by SLR, at no expense to SPCA, and shall be the property of SLR. In the event that this Agreement is terminated, for whatever reason, SLR shall promptly remove all its improvements and equipment, and restore the area to a neat and clean condition, except that SLR may, with County concurrence, donate such facilities to the County in which event they shall be allowed to remain on site.

### 5. HOURS OF OPERATION.

The days and hours of SLR activities under this agreement shall be the same as the days and hours of Skyline Park generally, unless prior arrangements are made with and approved by SPCA.

### 6. OPERATIONAL RULES.

a. There will be no rental or horses or equipment.

b. SLR acknowledges that its activities will not be allowed to interfere with other activities, within Skyline Park.

c. Dogs may be allowed in the vicinity of the Covered Arena, but only to the extent and in the manner permitted by SPCA policy for other park users

d. Parking for events will be in the general vicinity of the Covered Arena, but SPCA may redirect parking to other locations if needed to avoid conflicts with other activities

e. The covered arena will be open to the public without reservation, unless it is being used for a reserved activity as provided below. Event reservations shall be handled by SPCA staff on a first-come, first serve basis, except that SLR may reserve activities at the Covered Arena up to twelve months in advance, while other groups may reserve activities at the Covered Arena up to six months in advance. The above notwithstanding, no single organization or affiliation of organizations may reserve the Covered Arena for more than two weekends per month. If part of the approved Fee Schedule for the Park, a fee may be collected by SPCA for either reserved or unreserved use of the Covered Arena. Any fees so collected shall only be made available to and for the use of SLR for maintenance of the Covered Arena. The Fee Schedule may provide for discounts for use by SLR, youth groups, or other purposes that are determined to merit such discounts.

f. All uses of the Covered Arena shall be consistent with the Master Plan.

7. **MAINTENANCE.** SLR shall maintain the covered arena at its own cost and expense and keep said arena free and clear of litter and debris, and shall be responsible for maintaining all structures thereon in good repair, safe, neat and clean. SLR shall be responsible for removal of all garbage from the area to the Skyline Park main dumpster.

8. **UTILITIES.** SLR shall be responsible for the cost of installation and payment of all electrical services and bills incurred from its activities.

9. **PHYSICAL IMPROVEMENTS.**

a. All physical improvements or alterations permitted by this Agreement shall be undertaken at the expense of SLR. All physical improvements or alterations shall be consistent with the Master Plan. The design of all structures and facilities, their decorations and coloring as well as their layout shall be subject to the approval of the SPCA and the County.

b. Park sanitary facilities will be utilized by SLR or, for large events, temporary sanitary facilities placed in a location approved by SPCA.

10. **HOLD HARMLESS/DEFENSE/INDEMNIFICATION.**

a. In General. To the full extent permitted by law, SLR shall defend, indemnify and hold harmless SPCA, County and the State of California 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 under this Agreement. SLR shall notify SPCA, County and the State of California immediately in writing of any claim or damage related to activities performed under this Agreement. SLR shall cooperate with SPCA, County and the State of California in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require SLR, SPCA, County or the State of California 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. SPCA accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services permitted under this Agreement, including completion of

a satisfactory criminal/background check and period rechecks to the extent permitted and required by law. Notwithstanding anything to the contrary in this Paragraph, SLR shall hold SPCA, County and the State of California and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or SLR's actions in this regard.

11. **INSURANCE.** SLR 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, SLR shall provide workers' compensation insurance for the performance of any of SLR activities under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide SPCA, County and the State of California with certification of all such coverages upon request.

b. Liability Insurance.

(1) General Liability. SLR shall obtain and maintain in full force and effect prior to the start of any construction and continuously thereafter during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to County's Risk Manager, or by a combination thereof, covering liability 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 that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Directors and Officers Errors and Omissions Insurance. SLR shall maintain in full force and effect prior to the start of any construction and continuously thereafter during the term of this Agreement Directors and Officers Errors & Omissions insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000).

c. Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more current certificates of coverage which shall be filed with SPCA and the County, shall reference this Agreement, 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. SLR shall also file with the evidence of coverage an endorsement from the insurance provider naming SPCA, County and the State of California, and their 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 SLR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of SPCA, County and the State of California shall pertain only to liability for activities of SLR under this Agreement, and that the insurance provided is primary coverage to SPCA, County and SPCA with respect to any insurance or self-

insurance programs maintained by SPCA. 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 the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

d. Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to County's Risk Manager.

12. **APPROVALS**. All approvals by SPCA and/or County which are required by this Agreement shall be writing in the manner provided in the Concessionaire Agreement.

13. **ASSIGNMENT**. SLR shall not assign this Agreement or any rights under this Agreement without the prior written consent of SPCA and County.

14. **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.

15. **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.

16. **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.

17. **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.

18. **ENTIRETY OF CONTRACT**. This Agreement 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.

19. **COMPLIANCE WITH COUNTY POLICIES**. SLR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the County's Clerk of the Board of Supervisors and incorporated by reference herein. SLR 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 County employees or contractors.

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 DISTRICT whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with 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.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

Skyline Park Citizens' Association (SPCA)

by \_\_\_\_\_ by \_\_\_\_\_  
President Vice President

Date \_\_\_\_\_

Skyline Riders of Napa Valley (SLR)

by \_\_\_\_\_ by \_\_\_\_\_  
President Vice President

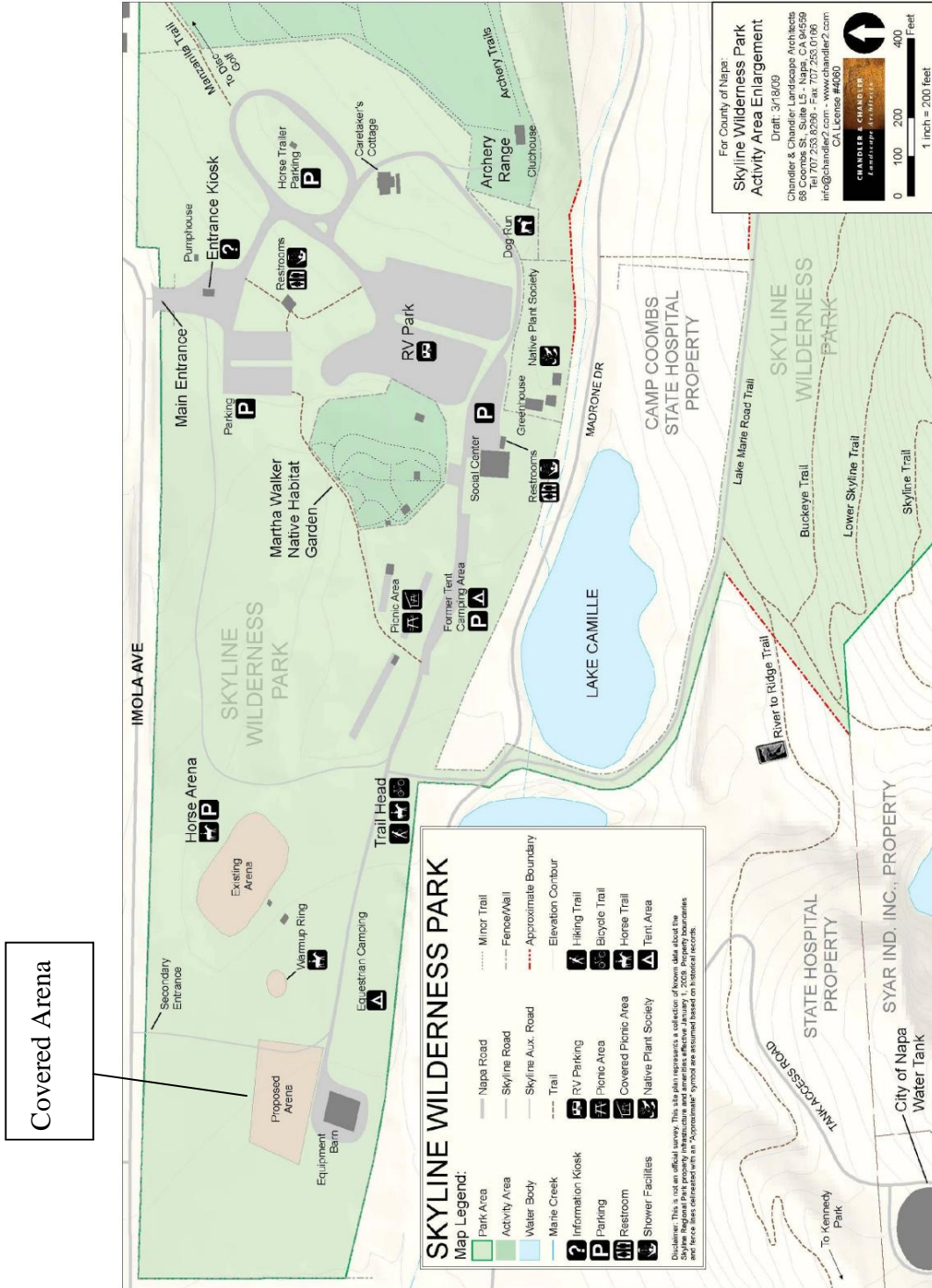
County of Napa Concurrence

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

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

EXHIBIT A  
To Exhibit F: Skyline Riders of Napa Valley

Location of Covered Arena





## EXHIBIT G

### Five-Year Capital Improvement Plan

1. By June 30, 2010, prepare a current and complete Policy Manual with printed copies distributed to all members of the Board of Directors and Park personnel, and electronically available to all other Skyline Association members and the public who so request.
2. By June 30, 2010, design and institute procedures for accurately tracking park use by type of use, length of use and method of payment.
3. By September 30, 2011, using current park use data as well as review of fees at other comparable facilities, compile, analyze and prepare recommendations on modifications to the fee schedule for review and potential adoption by the Skyline Association membership and the County.
4. During 2010, seek to implement the following projects:
  - a. RV Park—replace the fifteen metal-framed, wood-topped tables (\$1,500)
  - b. Watering systems—make water accessible for watering the trees along the Imola Avenue fence and install timers in the parking area, behind the kiosk and the area in front of the lower bathrooms (\$1,500)
  - c. Tent Camping Area (phase one)—make a diagram denoting tent sites and design a path that will separate the sites (\$1,000)
  - d. Implement Americans With Disabilities Act improvements to the extent possible (\$4,000)
  - e. Investigate and provide for alternatives to electrical power (\$1,000)
4. During 2011, seek to implement the following projects:
  - a. Tree Replacement—replace dead trees along Imola fence line, in area in front of lower bathrooms and do some beautification in entry and behind kiosk (\$1,500)
  - b. Tent Camping Area (phase two)—Purchase ten six-foot sturdy redwood tables from “Jail Industries” specifically made for parks (\$4,326)
  - c. Implement Americans With Disabilities Act improvements to the extent possible (\$4,000)
5. During 2012, seek to implement the following projects:
  - a. Tent Camping Area (phase three)—Install barbecues and a dump site for charcoal. Do some landscaping. (\$2,000)
  - b. Outdoor lighting—as described but not done in previous five-year plan (\$10,000)
  - c. Bulletin Boards—Make a zig-zag, three piece display case type bulletin board on the pathway in the parking area by the lower bathrooms. Will be a serpentine type walk through display board with a roof made with pressure treated 6”x6” timbers. It may denote the trails, give some history about the park, archery range, disc golf range, Martha Walker Garden, etc.
  - d. Implement Americans With Disabilities Act improvements to the extent possible (\$4,000)

6. During 2013, seek to implement the following projects:
  - a. PA System—upgrade the Bucky Steward Memorial Arena public address system (\$1,800)
  - b. Implement Americans With Disabilities Act improvements to the extent possible (\$4,000)
  
6. During 2014, seek to implement the following projects:
  - a. Golf Cart—replace golf cart with good used golf cart with storage under back seat (\$3,000)
  - b. Arena Upgrade—make a permanent foundation for the bleachers at the horse arena and cover them (\$2,000)
  - c. Implement Americans With Disabilities Act improvements to the extent possible (\$4,000)



## Appendix 3

### SPCA Articles of Incorporation and By-Laws

- These are adopted and may be amended by the SPCA membership



A475219

# 91, 1404

FILED JB  
In the office of the Secretary of State  
of the State of California

APR 22 1996

Bill Jones  
BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT OF  
DOCUMENT 961404  
ARTICLES OF INCORPORATION  
OF  
SKYLINE PARK CITIZENS ASSOCIATION, INC.

The undersigned certify that:

1. They are the President and the Secretary, respectively, of Skyline Park Citizens Association, Inc., a California corporation.

2. Article VII of the Articles of Incorporation of this corporation is amended to read as follows:

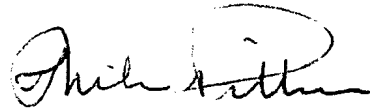
"The property of this corporation is irrevocably dedicated to charitable and educational purposes and no part of the net income or assets of this organization shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private individual. Upon the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code, and which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code. If this corporation holds any assets in trust, or the corporation is formed for charitable purposes, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the County in which the corporation had its principal office, upon petition therefore by the Attorney General or by a person concerned in the liquidation, in a proceeding to which the Attorney General is a party."

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 4/9/96



Milan Pittman, President



Karen Mecchi, Secretary

081401

FILED  
In the office of the Secretary of State  
of the State of California  
SEP 17 1979

MARCH 20 1979  
By *[Signature]* Deputy  
EU, Secretary of State

ARTICLES OF INCORPORATION  
OF  
SKYLINE PARK CITIZENS ASSOCIATION, INC.

I

The name of this corporation shall be SKYLINE PARK CITIZENS ASSOCIATION, INC.

II

The purposes for which this corporation is formed are:

A. The specific and primary purposes shall be to operate and maintain SKYLINE PARK in the County of Napa, California: To cooperate with and encourage other organizations to assist in the operation of SKYLINE PARK; to provide an opportunity for persons in the County of Napa to enjoy a natural park area by making available activities at SKYLINE PARK such as hiking, nature study, camping, horseback riding, jogging and bicycling; and to provide for educational activities and experiences in acquainting the community with the natural environment.

B. The general purposes and powers shall be to have and exercise all rights and powers conferred on non-profit corporations under the laws of California, including the power to contract, rent, buy or sell personal or real property, provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

III

This corporation is organized pursuant to the General Non-profit Corporation Law of the State of California.

IV

The county in the State of California where the principal office for the transaction of the activities of this corporation is located is Napa County.

V

A. The general management of the affairs of this corporation shall be under the control, supervision, and direction of the Board of Directors.

B. The number of directors of this corporation shall be eighteen (18).

C. The names and addresses of persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAMES</u>	<u>ADDRESSES</u>
JODY MORRIS	2791 Wimbledon Street, Napa, California
CHERYL CLINE	4035 Mt. Veeder, Napa, California
JUNE FOOTE	6110 Silverado Trail, Napa, California
MIKE JOELL	3135 Valley Wood Lane, Napa, California
KAYE HALL	4516 Dry Creek Road, Napa, California
MARGE HYATT	1121 Mt. George Avenue, Napa, California
SANDY WHITE	3144 Valley Green Lane, Napa, California
ALLEN LILLEBERG	2470 West Pueblo Street, Napa, California
DR. HENRY JUNEMANN	1015 Borrette Lane, Napa, California
MRS. MARTY COLBERT	P.O. Box 741, Napa, California
POLLY ROSE	1116 Woodmont Drive, Napa, California



<u>NAMES</u>	<u>ADDRESSES</u>
DONALD E. ROGERS	2120 First Avenue, Napa, California
ORLAN BRUNE	1141 Grand View Drive, Napa, California
SHIRLEY HANN	1731 Coleman, Napa, California
LISA MILLER	1171 Ragatz Lane, Napa, California
JIM HENCH	3670 Dartmouth Drive, Napa, California
BERYL HATFIELD	1152 Hardman Avenue, Napa, California
LEVON COLBERT	P.O. Box 741, Napa, California
PAM VERSHAW	2473 Vinehill Drive, Napa, California

D. The number of directors may be fixed or changed from time to time by amendment of the Articles of Incorporation of this corporation or by amendment of the Bylaws of this corporation adopted by the vote or written assent of the members of the corporation entitled to exercise a majority of the voting power or the vote of a majority of a quorum at a meeting of members called pursuant to the Bylaws.

E. Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of the Directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by the unanimous written consent of the Board of Directors without a meeting and that the Articles of Incorporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

## VI

The number and qualification of members of the corporation, the different classes of membership, if any, the voting, and other rights and the privileges of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the Bylaws.

## VII

The property of this corporation is irrevocably dedicated to charitable and educational purposes and no part of the net income or assets of this organization shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private individual. Upon the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for educational <sup>and</sup> ~~or~~ charitable purposes <sup>meeting the requirements for exemption provided by Section 213 of the</sup> and which has established its tax exempt status <sup>Revenue - Tax Code</sup> under Section 501(c)(3) of the Internal Revenue Code. If this corporation holds any assets in trust, or the corporation is formed for charitable purposes, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the County in which the corporation had its principal office, upon petition therefore by the Attorney General or by a person concerned in the liquidation, in a proceeding to which the Attorney General is a party,

## VIII

No substantial amount of the activities of this corporation

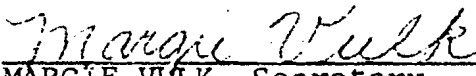
shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this corporation participate in, or intervene in any political campaign on behalf of any candidate for public affairs.

IX

The name of the unincorporated association which is being incorporated is SKYLINE PARK CITIZENS ASSOCIATION, INC.

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary, respectively, of SKYLINE PARK CITIZENS ASSOCIATION, INC., the unincorporated association which is being incorporated hereby, have executed these Articles of Incorporation this 13th day of September, 1979.

  
\_\_\_\_\_  
BOB WILKINSON, President

  
\_\_\_\_\_  
MARGIE VULK, Secretary

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF NAPA                )

Bob Wilkinson and Margie Vulk, the President and Secretary, respectively, of Skyline Park Citizens Association, the unincorporated association mentioned in the foregoing Articles of Incorporation state that they are the President and Secretary thereof: that the association has authorized its incorporation and has authorized the undersigned as the officers to execute the Articles of Incorporation.

Bob Wilkinson  
BOB WILKINSON, President

Margie Vulk  
MARGIE VULK, Secretary

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF NAPA                )

On September 13, 1992 before me, the undersigned, a Notary Public in and for sa'd State, personally appeared Bob Wilkinson and Margie Vulk, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Patricia A. Hill  
Notary Public in and for the  
County of Napa, State of California



My Commission Expires:  
May 12, 1992

11/16/2009

# Skyline Park Citizens Association

2201 Imola Ave  
Napa, CA 94559

## Bylaws

Original set revised and verified with the General Meeting minutes, May 1993

Amended March 11, 2003

Amended May 11, 2004

Amended \_\_\_\_\_

BYLAWS OF SKYLINE PARK CITIZENS ASSOCIATION INCORPORATED

ARTICLE I

Name

The name of this Corporation shall be  
SKYLINE PARK CITIZENS ASSOCIATION

ARTICLE II

Location

The principal office for the transaction of the business of the Corporation shall be located at 2201 Imola Avenue, Napa, CA 94559

ARTICLE III

Purpose

Said corporation is organized exclusively for charitable, educational, and scientific purposes; including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 © (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) and section 23701 (d) and section 214 of the California Revenue and Taxation Code, each as now in effect or hereafter amended. The purpose of the corporation shall be as follows:

- A. To operate and maintain Skyline Park on property east of Napa State Hospital.
- B. To cooperate with and encourage other compatible organizations to assist in this operation.
- C. To provide an opportunity for individuals in the county to enjoy a natural area by making available activities such as hiking, nature study, camping, horseback riding and bicycling.
- D. To provide for educational activities and experiences and acquaint the community with the natural environment.

To accomplish these purposes, the corporation may solicit, receive, and borrow, with or without security, real and personal property, including funds, by way of gifts, contributions and subscriptions, and administer, hold, convey, transfer, disburse, lend and sell the same for charitable, scientific, literary and educational purposes as are permitted by section 501 © (3) of the Internal Revenue Code of the United States as it now exists and as hereafter amended. No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to, its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under section 501 © (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) and section 23701 (d) of the Revenue and Taxation Code of the State of California.

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purpose of the corporation in such manner, or to such organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501 © (3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law) and sections 23701 (d) of the Revenue and Taxation Code of the State of California, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Superior Court of Napa County, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE IV

### Membership

#### Section 1. Members.

Any person or compatible organization with members holding a Skyline Park Annual Pass for a minimum of 1 year interested in the purposes of this Association is eligible to apply for Association Membership. Each individual member shall have the right to cast one vote at the annual meeting for election of officers. Individual Members may also cast one vote on any motion that may properly be brought before them by the Association at any regular or special General Meeting. Each organization membership through a designated representative is entitled to cast 1 vote at the annual meeting for election of officers and one vote on any motion at any regular or special General Meeting. Each individual member and organization's designated member must attend a minimum of 6 General Meetings per year to qualify to vote for election of officers

#### Section 2. Classes of Members.

There shall be two types of Association membership, so designated as Individual Members and Organization Members.

#### Section 3. Liability.

No person who is now or who later becomes a member of this corporation shall be personally liable to its creditors for any indebtedness or liability, and any and all creditors of this corporation shall look only to the assets of this corporation for payment.

#### Section 4. Dues

Membership dues shall be payable at the time of application and renewable on January 1. Should renewal of membership dues not be paid within two months after due date, a member so in default shall be dropped from the rolls forthwith. The Board of Directors shall set the amount of annual dues. No assessments other than annual dues shall be levied upon any member of this association.



ARTICLE V

Meetings

Section 1. Meetings.

A. General Meetings

There shall be no less than ten regular meetings annually.

B. Annual Meeting

The annual meeting of the Corporation shall be held November of each year, at the office of the corporation or such time and place as the Board of Directors may select, for the purpose of the election of officers and for the transaction of such business as may come before the meeting.

C. Special Meetings

The purposes of the special meeting shall be stated in the notice of the meeting and no other business may be transacted at this meeting. Special meetings (Board of Directors) may be called by the president or shall be called upon written or verbal request of not less than five members of the Board of Directors.

D. Notice of Meetings

A written or verbal notice stating the place, date and time of any meeting shall be sent to the members in advance at the direction of the President.

E. Waiver and Consent

Any meeting of the members, whether annual or special, may be held without prior notice, at any place or time, if all the members entitled to vote there-at who are not present at such meeting shall waive notice there of in writing before, during, or after the meeting. The transactions of any such meeting shall then be considered valid. All the waivers, consents, or approvals shall be filed with the corporate records or be made a part of the minutes of the meeting.

F. Action Without a Meeting

Any such action by the Board of Directors may be taken without a meeting if a quorum of the Board of Directors individually or collectively, consent in writing or verbally to this action prior, during or after. Such consent or

consents shall be filed with the minutes of the proceedings of the Board of Directors.

G. Quorum

A majority of Directors shall constitute a quorum. No written or oral proxies will be accepted.

ARTICLE VI

Board of Directors

Section 1. Powers of Directors

Subject to the limitations of the Articles of Incorporation, and other sections of the bylaws, and of California law, all corporate powers of the corporation shall be exercised by or under the authority of, and the Board of Directors shall control the business and affairs of the corporation. Without limiting the general powers, the Board of Directors shall have the following powers:

- A. To select and remove all of the agents, and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, the articles of incorporation, or the bylaws, fix their compensation, and require from them security for faithful service.
- B. To conduct, manage, and control the affairs and business of the corporation, and to make rules and regulations not inconsistent with law, the Articles of Incorporation, or the bylaws.
- C. To borrow money and incur indebtedness for the purposes of the corporation, and for that purpose to cause to be executed and delivered, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidence of debt and securities.
- D. To authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.
- E. To designate by resolution a minimum of two officers or agents who shall be authorized to sign checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation.

11/16/2009

- F. To select the banks, trust companies, or other depositories in which all funds of the corporation shall be deposited from time to time to the credit of the corporation.
- G. To accept on behalf of the corporation a contribution, gift, bequest or devise for the general purposes or any special purposes of the corporation.
- H. To designate the fiscal year of the corporation.

## Section 2. Election, Qualifications, and Term of Office

- A. The Board of Directors shall consist of the elected officers of the Corporation, three Directors at-Large or their Alternates and shall include the immediate Past President of the Corporation.
- B. The Association membership shall elect the Directors at Large and their alternates at the Annual Meeting. All directors at Large and alternates must hold a current Association Membership for a minimum of one year before qualifying for office. One Director at Large and alternate shall represent each of Horsemen, Bicyclists and Hikers. Each Director and alternate shall hold office for a term of one year, or until his/hers successor is qualified and elected.

## Section 3. Vacancies

Vacancies on the Board of Directors shall be filled by appointment by the President until such time that an election can be held. An alternate shall fill a vacancy of one or more Directors at Large. The President shall reappoint vacancies on any standing committees.

## Section 4. Compensation

The Directors and Officers shall receive no compensation for their service to the corporation.

## Section 5. Absenteeism

The director who is absent for three consecutive meetings without a valid excuse will be considered vacant unless otherwise ordered by a majority of the Board of Directors.

## ARTICLE VII

### Officers

#### Section 1. Officers

The officers of this corporation shall be a president, vice-president, secretary, and treasurer. No person may hold two or more offices. Officers are automatically members of the Board of Directors and entitled to one vote.

#### Section 2. Election

The Association membership shall elect all Officers at the Annual Meeting. All Officers must hold a current Association Membership for a minimum of one year before qualifying for office. Each Officer shall hold office for a term of one year, or until his/hers successor is qualified and elected.

#### Section 3. President

Subject to the control of the Board of Directors, the president shall have the general supervision, direction, and control of the business and affairs of the corporation. The president shall preside at all meetings, and shall have such other powers and duties as may be prescribed from time to time by the Board of Directors. In addition the president shall appoint all Committees, Committee Chairpersons and Managers whose appointments are not otherwise described and may be an ex-officio member of all committees except the nominating committee.

#### Section 4. Vice-President

The vice-president of the Corporation shall perform such duties as may be delegated by the board. In the absence of the president, or his/her inability to act, the vice-president shall assume the president's duties. Should the vice-president be absent, or unable to act, the secretary shall assume such duties. In addition to the above, the vice-president shall be designated program chairperson, and shall be responsible to the Board of Directors for carrying out these functions in a manner, which will assist the board in achieving the goals and purposes of the Corporation.

#### Section 5. Secretary

The secretary shall keep a full and complete record of the proceedings of all meetings, and shall keep any seals of the Corporation and affix it to such papers and instruments as may be required in the regular course of business, shall supervise the keeping of the records of the Corporation, shall make service of such notices as may be necessary or proper, and shall discharge such other duties of the officers as prescribed by the Board of Directors.

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#### Section 6. Treasurer

The treasurer shall have charge and be responsible for all assets of the corporation. The accounts of the corporation shall be audited annually as directed by the board. The treasurer shall prepare and keep a full set of books of account, showing all receipts and disbursements, the amount of cash on hand, debts and credits, and other such information as may be required by the board. All checks shall be drawn against funds of the corporation actually on deposit and shall be signed by the treasurer and such other person as the board may determine.

#### ARTICLE VIII

## Committees

### Section 1. Standing Committees

The standing committees shall include, but not be limited to, nominating, publicity, finance, and membership, and shall be appointed or elected by the Association.

### Section 2. Nominating Committee

A nominating committee consisting of five members of the association shall submit a list of candidates for officers and Directors, which shall be sent to each association member prior to the November meeting. Independent nominations may be made provided the consent of the candidate has been obtained in writing when not present.

The nominating committee shall assume the duties of the election committee and shall be prepared for election night.

### Section 3. Membership Committee

The membership committee shall be responsible for directing the recruitment of Association members and organizations and shall review and make recommendations to the Association. The membership committee shall record all Skyline Park annual pass holders and distribute this list to the Kiosk as necessary. The membership committee will make available a mailing list of pass holders for the newsletter chairman.

### Section 4. Finance Committee

The finance committee consisting of the treasurer plus four members of the Board of which shall include at least one Director at Large shall receive, review, and offer recommendations on budget requests from standing committees and ad hoc committees, and shall prepare the Annual Budget and present it to the Board for consideration in August. It shall recommend to the Board the disposition of funds received by the corporation through dues, gifts or fund-raising activities when the distribution of said funds is not provided for elsewhere in the bylaws or by the donor. The committee shall recommend policy on any financial matter they deem appropriate or on any financial matter referred to them by the Board of Directors.

### Section 5. Publicity

The publicity committee shall publicize through newspapers, radio, TV and other publicity media the purposes, aims, and program of the association. The publicity committee shall collect the necessary information and special articles for publication in the Park newsletter and shall be responsible for mailing to all annual pass holders.

11/16/2009

## Section 6. Maintenance and Operation

The maintenance and operation of the Park shall be under the control of the Board of Directors including all job descriptions and individual job functions of Park employees. All managers shall report to the President.

**Park Manager** shall be responsible for and have knowledge of the lower Park grounds, which includes the RV area, all buildings, roads (not including roads within the trail system), electrical system, water system and sewage system. Park Manager will also be directly responsible for vehicle maintenance, tools and equipment.

Park Manager will oversee and direct all Park maintenance employees to a schedule of work to be accomplished and to communicate to the President all activities.

**Trail Manager** shall exercise control of all trail maintenance and construction of the trail system of the Park and such other trail systems that become the responsibility of the Park. Trail Manager will be responsible for all facilities that exist in the wilderness area.

Trail Manager will establish the days that trails are closed or open due to weather or other hazards, and will communicate the condition to the Kiosk and will communicate all activities to the President.

## Section 7. Sub-Committees

The chairman of any committee may appoint a sub-committee with the approval of a majority of the committee, to accomplish any designated purpose within the province of the parent committee.

## ARTICLE IX

### Parliamentary Procedure

The current edition *The Standard Code of Parliamentary Procedure* governs this organization in all parliamentary situations that are not provided for in the law or in the Articles of Incorporation or the Bylaws.

## ARTICLE X

### Amendment of Bylaws

Provided that Article III as originally adopted shall not in any way be contravened, these Bylaws may be amended or revised and new bylaws be adopted by the Association Membership by majority vote at any General Meeting in which a quorum of Directors is present, provided at least five days written notice setting forth the proposed amendment shall be given each voting member.





## Appendix 4

### SPCA Board of Directors Roster

- The Directors are elected by the membership of the SPCA each year as specified by the SPCA By-Laws.



**Roster of Skyline Park Citizens' Association Board of Directors**  
Effective June 30, 2009

President	Larry Pyle
Vice-President	Marjorie Volk
Treasurer	Kathy Wilson
Secretary	Dorothy McCallum
Past-President	Milan Pittman
Director at-Large	Cycling: Chris Burgeson
Director at-Large	Equestrian: Medley Kelley
Director at-Large	Hiking: Marvin Paul



## Appendix 5

### Protocols for Communication, Planning, Operations, Approvals, Permitting and Coordination of Construction Projects

- Reviewed and updated as needed



**Skyline Wilderness Park  
Protocols for Communication, Planning, Operations,  
Approvals, Permitting and Coordination of Construction Projects.  
July 1, 2009**

**The County of Napa (the County) and the Skyline Park Citizens' Association (the Association, SPCA) share responsibility for stewardship for Skyline Wilderness Park in accordance with the provisions of the Lease between the County of Napa and the State of California and the Concessionaire Agreement between the County of Napa and the SPCA. In order for joint stewards to work together effectively a system of pro-active and regular communication must exist between the two entities. The protocols described below are intended to facilitate that communication. They will be reviewed and revised from time to time as experience and circumstances dictate.**

1. Implementation of the Master Plan. The elements of the Skyline Wilderness Park Master Plan 2009 Update will be prioritized and implemented through the Five Year Plan process which has been in place since the origination of the concessionaire agreement between the County of Napa and the SPCA. All construction-related projects will be included as part of whatever is the current approved Five-Year Plan for the park. Five-Year Plans will be approved by both the County Board of Supervisors and the Association membership. Five-Year Plans will be revised each five years, in conjunction with consideration of the renewal of the concessionaire agreement between the County and the Association, or more frequently with the mutual consent of both the County and the Association.
2. Notifications. The County and the Association will each notify the other, in advance, of all actions related to matters covered herein. The first point of contact at the County of Napa is the Manager of Parks and Open Space. The first point of contact at the Skyline Park Citizens Association is the President of the Association Board of Directors. Formal notifications may be either by letter or email.
3. Public Meetings. All County discretionary decisions related to Skyline Park will comply with the public meeting requirements of the Brown Act. (See Skyline Wilderness Park Master Plan – 2009 Update: Section 4: Guidelines for Planning and Operation. *Principles* . No. 2.) All Association decisions related to the Five-Year Plan and to park policies and regulations will be made by the full membership of the Association. Association membership meeting times and agendas will be noticed utilizing the Association newsletter sent to all members, and via email to other members of the public who have requested such notice. Agendas will include a written summary of all proposed actions. Any proposed changes in the Five-Year Plan or park policies and regulations will be available for review prior to the meeting either through mail, email or by posting on the

Association web site. The requirement for public decision-making does not include matters of personnel, litigation or the threat of litigation.

4. Adoption and Posting of Park Policies and Regulations. All park rules and regulations will be consistent with the Skyline Park Master Plan, and adopted by the Association membership in a noticed public meeting. Once adopted, they will be permanently posted in a public location at the park entrance, as well as available for viewing and downloading on the Association web site.
5. Permits. All construction projects are subject to County permit requirements, including but not limited to grading, building, electrical and plumbing permits. Activities related to public health, such as food service and waste disposal, are subject to the requirements of the County's Department of Environmental Management. All special events are subject to the County's special events ordinance. All County permit processing fees will be waived.
6. State Approval. All new construction projects are subject to advance approval by the State of California.
7. California Environmental Quality Act. All projects which could reasonably have a physical impact on the environment are subject to review by the County pursuant to the California Environmental Quality Act.
8. Conflict Resolution and Complaints. The planning for and day-to-day operation of Skyline Wilderness Park on behalf of the public will often expose various and differing points of view. Representatives of the County of Napa and the SPCA will be continually mindful of the mission of Skyline Wilderness Park and work together to solve challenges to fulfilling that mission in a positive, reasonable and collaborative manner. Complaints that come to the attention of the governing body or staff of the County of Napa regarding the governance or operation of Skyline Wilderness Park or regarding the behavior of an agent of the park or the Association will be immediately brought to the attention of the Board of Directors of the Association. Similarly, the Association will keep the County informed and current when there are exceptional problems or challenges affecting the governance or operation of Skyline Wilderness Park.



## Appendix 6

### Concessionaire Sub-Agreements with Partner Organizations

- TBD. These will be inserted after approval by the SPCA and the County of Napa





## Appendix 7

### Fee Schedule

- The Fee Schedule is developed by the Concessionaire, subject to the approval of the County of Napa



**SKYLINE WILDERNESS PARK**  
**2201 IMOLA AVE., NAPA, CA 94559**  
**707-252-0481**

**FEE SCHEDULE**

**DAY USE:**

CAR (4 PER CAR)	\$ 5.00
EXTRA PERSON	\$ 1.00
EACH BIKE	\$ 1.00
WALK-IN	<del>\$ 3.00</del> <i>3.00</i>
HORSE OR BIKE RIDE IN	<del>\$ 4.00</del> <i>4.00</i>
HORSE TRAILER (1 HORSE)	\$ 6.00
EXTRA HORSE	\$ 1.00
RV DUMP STATION	\$10.00
ARENA USE	\$ 2.00
RESERVE ARENA ALL DAY	\$150.00

**RV & CAMP FEE:**

FULL HOOKUP	\$ 27.00
MONTHLY	\$590.00
PARTIAL HOOKUP	\$ 25.00
TENT CAMPING (1 CAR)	\$ 15.00
EQUESTRIAN CAMPING (1RIG)	\$ 15.00

**ANNUAL PASSES:**

SINGLE	\$ 45.00
FAMILY	\$ 60.00
HORSES & BIKES EXTRA	\$ 20.00

**GROUP RESERVED USE:**

**PICNIC AREA AND COOK SHACK**

0-75	PEOPLE	\$150
76-150	PEOPLE	\$200
151-300	PEOPLE	\$250
300-450	PEOPLE	\$400

CLEANING DEPOSIT: \$100.00 (REFUNDABLE)

RANGER FEE FOR EVENING GATE OPENING AND CLOSING \$30.00

**SOCIAL HALL:**

TWENTY-FOUR HOUR HALL RENTAL	\$450.00
(NO ENTRANCE FEE)	
SECURITY DEPOSIT	\$200.00
(REFUNDABLE UPON INSPECTION)	
MEETINGS (CONFERENCE ROOM)	\$ 35.00
MEETINGS (LARGE ROOM, BAR AND KITCHEN)	\$250.00
REFUNDABLE CLEANING FEE	\$100.00

**SPECIAL EVENTS: (SEE SPECIAL EVENT FORM)**

## SKYLINE PARK EVENT FEES

### BIKE RACE (local)

Per rider (up to 300 riders)	\$ 5.00
Parking fee additional---Cars	5.00
Overnight dry camp	15.00
Cleaning deposit (refundable)	100.00
(includes Group Picnic and Cook Shack/BBQ/dance area)	

### ENDURANCE RIDE

Per horse trailer, per night (up to 70 rigs)	\$15.00
Parking fee additional--Cars	5.00
Overnight dry camp Horse Trailers/Campers (extra night)	15.00
Arena	150.00
Cleaning deposit (refundable)	100.00
(includes Group Picnic and Cook Shack/BBQ/dance area)	

### TRAIL TRIALS

Horse Trailers (1 horse)	\$ 6.00
extra horse	1.00
Parking fee additional---Cars	5.00
Overnight dry camp	15.00
Cleaning deposit (refundable)	100.00
(includes Group Picnic and Cook Shack/BBQ/dance area)	

### ARCHERY SHOOT (1 major open, 1 club shoot)

Parking fee additional---Cars	\$ 5.00
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### DISC GOLF TOURNAMENT

Parking fee additional---Cars	\$ 5.00
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### NATIVE PLANT SALE

Parking fee additional---Cars	\$ 5.00
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### FLOWER SHOW

Free Admission	
Social Center	\$250.00

### HORSE SHOW--ARENA

Parking fee additional---Cars	\$ 5.00
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## Appendix 8

### Park Usage and Revenue Data

- A. Skyline Wilderness Park Usage by Magnitude of Revenue chart
- B. Skyline Wilderness Park Usage Data Sheets (2002-2006,2008)
- C. Special Events and Programs Previously Held at Skyline Wilderness Park

(all of the above updated annually)



## **Current Revenue Streams**

- 1. Memberships**
- 2. Annual Passes**
- 3. General Admission Fees**
- 4. Dedicated Facility/Activity User Fees**
- 5. Private Donations/Bequests**
- 6. Grants**
- 7. Facility Leasing/Use Permits**
- 8. Fundraisers**
- 9. Grazing**
- 10. Other**

## **Users by Magnitude of Revenue Stream**

- 1. Recreational Vehicle Camping**
- 2. Hiking**
- 3. Disc Golf**
- 4. Cycling**
- 5. Horse-back riding**
- 6. Archery**
- 7. Tent Camping**
- 8. Equestrian Camping**

<b>SKYLINE PARK USAGE--2002</b>													
<b>DAY USE</b>	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
<b>Hikers</b>	partial	719	1110	1169	786	610	548	559	450	463	533		
<b>Bikers</b>	month	248	251	342	389	298	279	287	271	247	229		
<b>Horses</b>	not	118	152	165	321	167	186	185	150	136	93		
<b>Disc Golf</b>	recorded	307	358	507	474	335	239	408	264	207	266		
<b>Archery</b>	until	164	194	214	354	301	195	165	84	78	72		
<b>Total</b>	<b>1/25</b>	<b>1556</b>	<b>2065</b>	<b>2397</b>	<b>2324</b>	<b>1711</b>	<b>1447</b>	<b>1604</b>	<b>1219</b>	<b>1131</b>	<b>1193</b>	<b>0</b>	<b>0</b>
<b>Annual Passes</b>		<b>436</b>	<b>486</b>	<b>652</b>	<b>753</b>	<b>585</b>	<b>549</b>	<b>583</b>	<b>453</b>	<b>389</b>	<b>411</b>		
% users as pass holders		<b>28%</b>	<b>24%</b>	<b>36%</b>	<b>32%</b>	<b>34%</b>	<b>38%</b>	<b>32%</b>	<b>37%</b>	<b>34%</b>	<b>34%</b>	<b>ERR</b>	
<b>OTHER USES</b>													
<b>R. V. Camping</b>		<b>100</b>	<b>517</b>	<b>473</b>	<b>550</b>	<b>583</b>	<b>728</b>	<b>717</b>	<b>583</b>	<b>634</b>	<b>522</b>		
<b>Tent Camping</b>		<b>0</b>	<b>0</b>	<b>17</b>	<b>69</b>	<b>106</b>	<b>125</b>	<b>137</b>	<b>97</b>	<b>3</b>	<b>0</b>		
<b>Horse Camp</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>107</b>	<b>6</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>R.V. dump</b>		<b>5</b>	<b>6</b>	<b>8</b>	<b>7</b>	<b>6</b>	<b>13</b>	<b>28</b>	<b>12</b>	<b>14</b>	<b>3</b>		
<b>grp events/rental</b>		<b>2</b>	<b>1</b>	<b>910</b>	<b>751</b>	<b>80</b>	<b>225</b>	<b>220</b>	<b>480</b>	<b>350</b>			



## Skyline Park Useage 2003

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Hikers	505	910	1262	953	985	776	686	681	808	771	570	0	8907
Bikers	129	242	327	299	331	326	304	308	229	217	125	0	2837
Horses	70	110	161	105	225	180	327	354	255	277	122	0	2186
Disc Golf	198	366	485	414	490	436	381	513	253	312	238	0	4086
Archery	96	141	164	260	389	317	345	173	147	135	108	0	2275
<b>Total</b>	<b>998</b>	<b>1769</b>	<b>2399</b>	<b>2031</b>	<b>2420</b>	<b>2035</b>	<b>2043</b>	<b>2029</b>	<b>1692</b>	<b>1712</b>	<b>1163</b>	<b>0</b>	<b>20291</b>
Annual Passes	393	417	590	504	522	510	564	523	488	470	409	0	5390
% users as pass holders	39.4%	23.6%	24.6%	24.8%	21.6%	25.1%	27.6%	25.8%	28.8%	27.5%	35.2%		26.6%
RV Camping	490	392	416	564	632	625	841	892	769	887	629		7137
Tent Camping	0	0	5	18	129	88	130	161	130	62	0		723
Horse Camp	0	0	0	19	4	0	4	6	3	0	0		36
RV Dump	6	7	1	1	4	12	21	9	13	6	4		84
Grp. Events/Rental	1	3	1	2	4	4	6	5	4	17	6		53
RV Overflow	0	0	3	6	0	6	8	5	3	3	0		34
Trail Riders (also counted as Horse)						13		64	88	68	0		233

## Skyline Park Useage 2004

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Hikers	806	858	1,374	1,222	1,188	732	846	749	635	857	0	0	9267
Bikers	115	98	292	355	486	293	261	290	211	229	0	0	2630
Horses	130	112	196	188	373	167	207	223	184	219	0	0	1999
Disc Golf	365	239	336	436	455	299	340	277	253	265	0	0	3265
Archery	206	237	297	430	423	335	383	231	156	163	0	0	2861
<b>Total</b>	<b>1622</b>	<b>1544</b>	<b>2,495</b>	<b>2631</b>	<b>2925</b>	<b>1826</b>	<b>2037</b>	<b>1770</b>	<b>1439</b>	<b>1733</b>	<b>0</b>	<b>0</b>	<b>20022</b>
Annual Passes	493	501	575	613	731	493	456	482	396	490	0	0	5230
% users as pass holders	30.4%	32.4%	23.0%	23.3%	25.0%	27.0%	22.4%	27.2%	27.5%	28.3%	#DIV/0!	#DIV/0!	26.1%
RV Camping	651	538	702	666	652	664	898	799	652	799	0	0	7021
Tent Camping	2	3	32	57	86	93	126	141	147	116	0	0	803
Horse Camp	0	0	1	0	3	0	7	24	11	10	0	0	56
RV Dump	4	5	8	6	3	13	14	27	6	6	0	0	92
Grp. Events/Rental	7	5	17	14	10	26	51	14	12	31	0	0	187
RV Overflow	9	0	10	0	0	0	16	30	0	0	0	0	65
Trail Riders (also counted as Horse)				17	10	21	21	25	25	23	0	0	142

**SKYLINE PARK USAGE--2005**

<b>DAY USE</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug.</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>	<b>Total</b>
<b>Hikers</b>	683	800	1002	1262	982	718	645	749	770	866	851	390	9718
<b>Bikers</b>	115	152	153	289	282	277	282	262	272	214	185	79	2562
<b>Horses</b>	120	146	156	266	176	207	269	274	259	188	186	48	2295
<b>Disc Golf</b>	196	235	385	653	294	254	275	268	250	133	272	225	3440
<b>Archery</b>	156	211	272	324	304	282	240	116	88	75	60	48	2176
<b>Total</b>	1270	1544	1968	2794	2038	1738	1711	1669	1639	1476	1554	790	20191
<b>Annual Passes</b>	401	412	504	654	589	514	521	543	544	424	440	250	5796
% users as pass holders	32%	27%	26%	23%	29%	30%	30%	33%	33%	29%	28%	32%	29%
<b>OTHER USES</b>													
<b>R. V. Camping</b>	418	412	753	757	652	755	821	768	800	577	647	729	8089
<b>Tent Camping</b>	3/three	57	83	109	159	137	218	248	300	268	95	44	1721
<b>Horse Camp</b>	0	0	0	12	9	0	6	4	2	1	3	0	37
<b>R.V. dump</b>	7	3	8	13	20	12	12	20	9	7	7	1	119
<b>grp events/rental</b>	6	5	16	27	23	63	35	13	17	24	11	2	242

**SKYLINE PARK USAGE--2006**

<b>DAY USE</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug.</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>	<b>Total</b>
<b>Hikers</b>	504	748	565	1006	1084	721	895	983	919	922	796	771	
<b>Bikers</b>	66	133	57	34	260	223	203	184	204	240	180	157	
<b>Horses</b>	72	81	48	82	206	164	207	225	259	231	176	178	
<b>Disc Golf</b>	231	265	178	326	340	278	278	280	358	256	249	358	
<b>Archery</b>	75	86	111	225	272	244	208	126	94	80	66	104	
<b>Total</b>	948	1313	959	1673	2162	1630	1719	1798	1834	1729	1467	1568	
<b>Annual Passes</b>	324	378	310	362	620	520	413	477	457	455	389	461	
<b>% users as pass holders</b>	34%	29%	32%	22%	29%	32%	24%	26%	25%	26%	27%	29%	
<b>OTHER USES</b>													
<b>R. V. Camping</b>	546	579	759	775	741	763	855	817	733	973	773	634	
<b>Tent Camping</b>	none	15	10	39	119	121	167	174	212	197	11	13	
<b>Horse Camp</b>	0	1	0	0	20	7	5	6	3	0	0	0	
<b>R.V. dump</b>	6	7	6	5	11	11	23	14	11	22	14	10	
<b>grp events/rental</b>	10	13	18	27	34	50	57	24	21	22	20	15	

2008

SKYLINE PARK USAGE--2008													
DAY USE	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Hikers	724	838	1,568	1,320	1,108	852	849	806	811	963	1,105	605	11,549
Bikers	100	155	346	276	110	315	268	295	251	204	252	174	2,746
Horses	128	147	296	246	273	192	273	225	225	271	210	131	2,595
Disc Golf	278	368	409	471	421	296	311	257	259	235	393	291	3,987
Archery	54	97	243	362	307	229	219	92	90	73	99	61	1,921
<b>Total</b>	<b>1,282</b>	<b>1,605</b>	<b>2,842</b>	<b>2,675</b>	<b>2,219</b>	<b>1,889</b>	<b>1,915</b>	<b>1,675</b>	<b>1,634</b>	<b>1,746</b>	<b>2,059</b>	<b>1,262</b>	<b>22,798</b>
Annual Passes	399	539	710	702	685	491	530	530	564	565	561	436	6,702
% users as pass holders	31%	33%	25%	26%	30%	26%	28%	32%	34%	32%	27%	35%	30%
<b>OTHER USES</b>													
R. V. Camping	532	427	612	635	638	676	654	624	604	850	575	425	7,252
Tent Camping	28	10	9	30		72	72	122	5	15	9	0	372
Horse Camp						3	11	12	48	19	5	0	98
R.V. dump		7	9	4	17	13	19	25	17	17	19	14	164
grp events/rental						25	10	8	13	26	13	6	101

11,549

# **Special Events and Programs Previously Held at Skyline Wilderness Park (Partial List – 2/09)**

## **1. User Group Events**

**Archery, camping, cycling, equestrian, disc golfing, hiking,  
Native Plant Society activities, nature study, recreational  
vehicle camping**

- Archery/Disc golf: Joint events and BBQs
- Archery: Tournaments
- CNPS: California Native Plant Society (CNPS) Martha Walker Peace Garden seminars and walks
- CNPS: Native plant sale events
- CNPS: Growing grounds educational events
- Cycling: Cascade Adventure Race
- Cycling: National Single Speed Bike Race
- Cycling: The World Cup Bike Races
- Cycling: TNT (Teens in Training) practice bike race
- Cycling: Napa Eagle Cycle Club Annual Race (profits to Skyline Park)
- Disc Golf: Tournaments
- Equestrian: 4-H horse and schooling shows
- Equestrian: Cornerstone event
- Equestrian: Guided horse trail rides
- Equestrian: Skyline Park English and western horse shows
- Equestrian: Skyline Riders weekend horse camping
- Equestrian: Trail trials, sponsored by Napa Saddle Jackets
- Hiking: Nature hike events by various local groups
- Nature: Bird-watching events by Audubon Society and others
- Nature: Organized star gazing evening events
- Recreational Vehicle Camping: RV Club events.

## **2. Local and Regional Community Group Events**

**School, scouts, religious groups, others.**

- Adventure Camp sponsored by Napa City Parks & Recreation
- Boy and Cub Scout tent camping/wilderness Training weekend events
- Church and youth groups tent camping weekends
- Church group hikes
- Club meetings held by various community and non-profit groups
- Cub Scout day camp (week-long program for Napa Valley Cubs)
- Eagle Scout project activities (several projects and events)
- Girl Scout meetings and day-use events
- Hispanic cultural and coming-out events.
- Napa County Earth Day venue



- Napa County Mounted Sheriffs Posse events and training venue
- Napa County Office of Education bike/picnic.
- Napa County schools educational hikes/picnics and field trips for elementary, middle and high school students
- Napa Police K-9 training event venue
- Napa Police Search and Rescue training venue
- Napa private schools and educational programs (Blue Oak School, Acorn Soup) environmental educations hiking working field trips w/ picnic
- National Civil War Association reenactment and camping event.
- Native Sons of the Golden West picnics/gatherings
- Quaker religious event
- Reggae Music Festival (Napa Valley College)
- Sierra Club events
- SIRS picnics
- Skate board competitions and educational events (by Boardgarden)
- Society for Creative Anachronism weekend and 3-day events
- Suscol Indian Council meetings and events
- University Of California at Davis birding class

### **3. Fundraisers**

- Campaign fundraisers for various local politicians
- Leukemia Bike Team fundraiser training
- March of Dimes fundraiser training
- Napa Eagle Cycle Club Annual Race (profits to Skyline Park)
- Napa Valley Music Festival (profits to Napa schools music programs)
- San Francisco Motorcycle Club fundraiser
- Skyline Park Harvest/farmers market/tag sale
- Skyline Park annual crab feed and dinner dance
- Vintage Cup Ride fundraiser

### **4. Private Events**

- Family reunions (day and weekend events)
- Memorial celebrations and dedications
- Weddings

### **5. Other**

- Boy Scout Christmas tree pick up headquarters
- RV dump station open to and used by the public



Appendix 9

Facility / Amenity / Event Evaluation Checklist







## Facility and Amenity Evaluation Check-List

1. Does the proposed facility or activity serve the mission of Skyline Wilderness Park? How?
2. Is it in keeping with the Principles set forth in the Skyline Wilderness Park Master Plan?
3. Does it take advantage of the Parks unique attributes and/or expand the public's access to them? Could it just as easily be accommodated elsewhere?
4. Does it serve the contemporary interests of the greater community population or a significant local interest group? Does it reach a segment of the population that is not currently served?
5. Is there sufficient public interest to sustain it?
6. Is the proposed facility or activity unique in some way? Does it enhance the existing program mix? Is the facility or activity duplicated elsewhere in the region? If so, does the use level at the first venue indicate that another one is needed?
7. Can it meet the County and State standards for a public facility?
8. Will it be open and available for public use during most of the Park's operating hours? If not, is there a legitimate reason that access is limited?
9. Is it economically sustainable? Does the proposed use have long-term funding, management and operational strategies?
10. Does it contribute to the Parks economic or operating resources?
11. Does it maintain or enhance the environmental integrity of the Park?
12. Does it further the educational component of the Park's mission?
13. What does the new use require from Park resources? (Financial and operational, in addition to requirements for land, water, utilities and personnel)
14. If the proposed use requires resources that the Park cannot currently provide, could those resources be provided by the sponsors of the proposal, or be secured in other ways?
15. Is the new use compatible with existing uses? (Consider location, timing, noise, odors and environmental factors). How does the proposed use affect and impact other users and their Park experience? Are the impacts positive or negative? If negative, can they be mitigated?

16. How does the proposed use impact the immediate surrounding community? Are the impacts positive or negative? If negative, can they be mitigated?
17. How does the proposed use relate to the greater regional community served by the Park?

### **Event Evaluation Check-List**

1. Does the proposed event serve the mission of Skyline Wilderness Park? How?
2. Is it in keeping with the Principles set forth in the Skyline Wilderness Park Master Plan?
3. Does it take advantage of the Parks unique attributes and/or expand the public's access to them? Could it just as easily be accommodated elsewhere?
4. Does it serve the contemporary interests of the greater community population or a significant local interest group? Does it reach a segment of the population that is not currently served?
5. Is the proposed event unique in some way? Does it enhance the existing programs at the park?
6. Can it meet the County and State standards for a public event?
7. Does it contribute to the Parks economic or operating resources?
8. How does it affect the long term environmental integrity of the Park?
9. Does it further the educational component of the Park's mission?
10. What does the event require from Park resources? (Financial and operational, in addition to requirements for land, water, utilities and personnel)
11. If the proposed event requires resources that the Park cannot currently provide, could those resources be provided by the sponsors of the event or be secured in other ways?
12. Is the event compatible with existing uses? (Consider location, timing, noise, odors and environmental factors). How does the proposed event affect and impact other users and their Park experience? Are the impacts positive or negative? If negative, can they be mitigated?

13. How does the proposed event impact the immediate surrounding community? Are the impacts positive or negative? If negative can they be mitigated?
14. How does the proposed event impact or serve the greater regional community?
15. Is the event being run as a 'green' event? What is their strategy for managing and reducing event related waste, encouraging carpooling and alternate modes of transportation, and reducing energy costs and other environmental impacts?



## Appendix 10

### Facility / Amenity / Program Policies

- These are adopted by the Concessionaire, subject to review by the County when the Concessionaire Agreement is considered for renewal
  - A. Adopted Policies
  - B. Assumed Practices and Procedures



Skyline Park Citizens Association  
October 14, 2003

Revised, February 10, 2004

### Park Policy

1. Social Hall is available for Park sponsored events and for the convenience of RV clubs. Will not be rented to the public for private functions.
2. Arena gates will not be locked and are available to Park users except at times prior to a scheduled Arena event or at times of inclement weather
3. Park hours of operation;  
Summer 8AM to 7PM  
September 1<sup>st</sup>. close at 6:30  
October 1<sup>st</sup>. close at 6:00  
October 26<sup>th</sup>. Close at 5:00, (time change, Winter hours)  
Fall times of operation will be determined.
4. Dogs may accompany RV and tent campers but must to be kept on a leash at all times within the lower park and are not allowed on the trails under any circumstances. Dogs will not be left un-attended in the Park.
5. Parking areas are;
  - Main lot (area A) day use
  - Horse trailer circle
  - Parking area B, picnic area users
  - Parking area C, Disc Golf players
  - Parking area D, tent camping
  - Parking area E, Trail Rides
  - Archery
  - Horse Camping
  - Arena
  - Garden workers will Park near the South Garden gate or near the growing grounds.
6. No wood fires in the tent area, RV area or picnic area, charcoal only in designated BBQ units. Campfires will only be allowed in Park constructed and designated fire pits.
7. Must be 18 years or older to stay in the Park without the presence of an adult.
8. Maximum continuous stay in the Park for RV's is 14 days, at which time the camper must leave for a minimum of 24 hours and re-register for a new period. Maximum total stay in the Park in any calendar year is 89 days.
9. Maximum continuous stay in the Park for tent campers is 7 days, at which time the camper must leave for a minimum of 7 days and re-register for a new period. Maximum total stay in the Park in any calendar year is 28 days.
10. Extended stay in the RV area for anyone attending school or working construction in Napa County will be considered on an individual basis by the Board of Directors. Proof of school attendance or construction work must be submitted with proof of a permanent residence elsewhere prior to any request and must remain in effect during entire stay. Maximum continuous stay in the Park is 180 days under any circumstance.
11. All purchases must be authorized by an officer of the Park, see procedure.
12. Horses are not allowed on the South road to the social hall and picnic area.

## ***Inventory of Policies in Practice at Time of Research***

### **Governance**

#### Assumed Practices and Procedures

- Board members and activity group leaders search for grants and report planned submission of grant applications to Board meetings.
- Fees for General Admission, Membership, Annual Pass, Camping and facility Rental are set by the board. User group fees appear to be set by the individual user groups.
- Survey of fees for similar activities/facilities in other locales appears to be the usual method of determining an appropriate fee.
- A Crab feed fundraiser is an annual tradition.
- Specified numbers of park memberships must be purchased by or on behalf of members of each user group organization.
- Fees are reduced for Napa State Hospital users.

### **STEWARDSHIP**

#### Assumed Practices and Procedures

##### **Environmental Stewardship**

- California Native Plant Society (CNPS) program to replant designated areas with native species is endorsed.
- CNPS and Martha Walker Native Habitat Garden interpretation and education programs are encouraged.
- CNPS pond/marsh habitat restoration project enhancing wildlife habitat and native plant species diversity are encouraged.
- Recreational Vehicle (RV) Camp is sited in most highly developed area of park and away from wilderness areas where disturbance to plant and wildlife would occur.
- No open fires are allowed.
- Smoking is only allowed in designated areas in lower, developed area of park and not in wilderness areas.
- Horses are tied to poles or trailers and not to trees or fences.
- Horse manure and hay is composted.
- Dogs in RV park must be on leash and dog run area is provided.
- Driving prohibited off of designated roads to protect environment.
- Aircraft must remain more than 500 ft. above the park and environs.

##### **Community Stewardship**

- Community Boy and Girl Scout programs are welcome.
- School field-trip programs are welcome.
- High-school community service volunteers develop park related projects.
- The facilities are available to community organizations for large group events. (See list)



## **ACCESS**

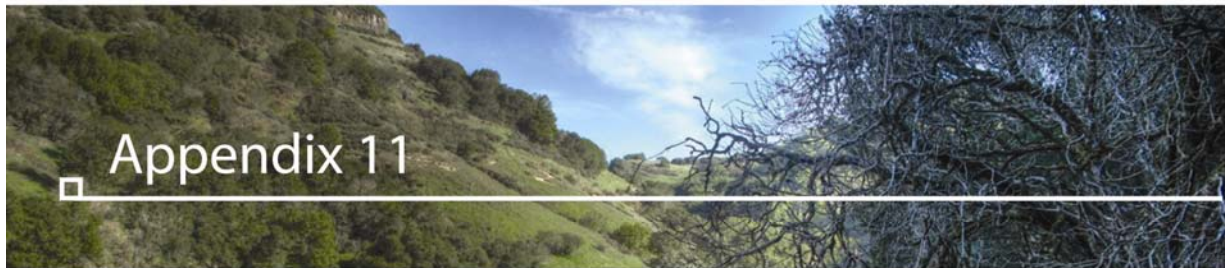
### Assumed Practices and Procedures

- The individual specialty use areas of the park are internally managed by the user group. The group is authorized to set its own program unless they impact the park as a whole or require park funds
- Proposals for new programs and changes in amenity and event requirements must be approved by the Board.
- New programs must be presented to the Association Board in writing at a regularly scheduled meeting and will not be voted upon for at least 30 days.

## **OPERATIONS AND ADMINISTRATION**

### Assumed Practices and Procedures

- Park user incidents are reported at Board meeting. Incidents may result in Board Action to change policy or practice for a specific use.
- Issues related to staffing, maintenance and event planning are brought to the attention of a Board Member and are handled on a case by case basis as they arise.
- SPCA Board has final authority regarding all park expenditures and payroll.
- Financial status is tracked by the Treasurer and reported to the Board at each Board meeting. All information is held by the Treasurer.
- No First Aid equipment or action is provided on site out of concern for liability
- Security is occasionally provided by a volunteer posse
- Trails are improved/managed on a case by case basis.
- Star-Thistle control is an ongoing effort



## Appendix 11

### Summary of Advisory Committee Questionnaire Input

- This questionnaire was circulated to members of the Skyline Wilderness Park Master Plan Advisory Committee at their first meeting. The results were summarized and presented to the committee at their second meeting. The ideas, issues, and concerns that were set forth in responses to the questionnaire were addressed in the Advisory Committee work sessions. Results were incorporated into the provisions of the 2009 Master Plan Update.

- A. Questionnaire
- B. Summary of Input
- C. Discussion Points on Admissions Fee Strategy

## Skyline Master Plan Project Questionnaire

- 1. What is your vision for Skyline Wilderness Park? What is your greatest hope for it?**
- 2. Does the park currently meet your needs? The needs of the community?**  
What new activities/land uses would you like to see there? What current uses would you like to see changed or eliminated? What improvements or enhancements would you like to see made in the facilities or circulation plan of the park?
- 3. How should the park look?**  
Should there be design guidelines for the park? What type of physical character or ambiance is appropriate? How can the signage be improved? Would you like to see public art incorporated? Comments?
- 4. What concerns do you have related to the park that we should be aware of as we do this work? Other comments?**

- I'm surprised that there is not a more obvious and pro-active recycling program in the park. My vision would be for environmental stewardship to be in evidence throughout the park.
- I would see a small Visitor and Education Center in the park to enhance the user's experience.
- I envision an open and friendly atmosphere and an outreach program that lets people know the park is here to enjoy and that they are welcome.
- We need a long-range development plan that considers the attributes and limitations of the park, public interests and needs, the offerings of other area parks as well as changes in the availability of operating resources such as energy and water and the evolution of outdoor recreational trends.
- We need to modernize and grow appropriately but be careful not to try to put too much here and produce overcrowding.
- The original vision for the park was for it to be a nature-based recreation park that was available for all to enjoy. The idea was that it would eventually join with the Vallejo Lakes area as a regional park and become a part of the Napa County or California State park system.

## **2. Does the park currently meet your needs? The needs of the community?**

What new activities/land uses would you like to see there? What current uses would you like to see changed or eliminated? What improvements or enhancements would you like to see made in the facilities or circulation plan of the park?

### **General Consensus**

- Yes, as a hiker, cyclist, equestrian or birdwatcher but not if I come with my family to picnic.
- There needs to be a large picnic shelter where families or groups can come together. Maybe with a play area for small children or a flat/grassy meadow in which to toss a Frisbee or ball.
- We need to bring overnight tent-camping back.
- I'd like to see a very strong environmental education component to the park.
- We need to be careful that the park has a balanced mix of activities for the community that makes use of unique resources and that it not be slanted toward an individual user group.
- Activities at Skyline should always be tied to the natural experience. This is not the place for ball fields and other group-sports facilities which are better suited and already located in other parks around the county. The park shouldn't try to be everything to everyone – its unique attributes should drive its focus.
- All of the existing activities may not be sustainable over the long-haul. We need to stay focused on the original intent of the park. All current uses should be evaluated against the purpose.

- Dense social activities should be concentrated in the lower, flat, already developed area of the park with attention paid to having a balanced mix of activities there, with adequate separation of uses.

### **Additional Comments**

- We should strive to have multiple use areas wherever possible. For example -- Can the archery or disk golf areas be used for other activities when not engaged by those groups?
- I tend to go where I can take my dog with me on the outing. I agree with not having dogs loose in the park and even not having them on the trails but it makes no sense to me that RV campers can have their dogs on leashes but local users who come for the day can't.
- I would like to see schools have free access like the scouts do.
- RV park stays need to be short-term only with consistent enforcement.
- Potential new activities should be evaluated very carefully with consideration given to appropriateness to mission, impact on parkland and affect on current uses. There needs to be a balanced mix of activities and we need to try not to do too much.
- We want the park to provide nature-based experiences for the disabled. We must find ways of doing that without significantly changing the natural environment (i.e. paving it over).

### **Specific Facility/Activity Suggestions**

- Nature Center/Visitor Center and/or museum.
- Tent camping reinstated.
- Existing or new arena that is covered and has grandstands. To be used for other events in addition to equestrian events.
- Well-developed passive-use areas. Flat areas for walking in nature with benches for sitting, watching, meditating, enjoying.
- Accessibility for the disabled that goes beyond gardens.
- Program to teach the public about the bio-diversity of Napa Valley.
- Group Camping for scouting and school groups.
- Second Kiosk at large event entrance.
- Additional bathrooms and a fire pit at the horse camping area.
- Additional showers at RV area.
- Better control at River to Ridge Trail entrance/exit (fees/rules).
- Volunteer Corps on foot, horseback and bicycle, out in the park assisting people to find their way, answering questions, explaining park rules, generally giving a secure presence to the park.
- Designate some areas for wilderness preservation only.

### **3. How should the park look?**

Should there be design guidelines for the park? What type of physical character or ambiance is appropriate? How can the signage be improved? Would you like to see public art incorporated? Comment.

### **General Consensus**

#### **On Design Guidelines, Ambiance and Character**

- Design guidelines yes -- but only in order to make sure that the park keeps its rustic, wilderness character. Certainly not to create any kind of themed ambiance.
- It would be nice to clean – up the developed parts of the main public activity areas which are a bit of a mish-mash. Remove any permanent trailers or RV’s except the caretaker one and use native plantings to screen the RV park and horse trailer areas so that mostly what you see when you are there is nature.
- It’s especially important to keep the hillside wilderness intact.

### **On Signage**

- Nice, clear but unobtrusive signage in a consistent style would help people find their way around. Maybe similar to what state parks do.
- More interpretive signage on plants, wildlife and other attributes plus educational signage about how to interact with nature at the park with our disturbing it.
- We need trail signage that lists the name of the trail, its distance and difficulty level so users can make smart decisions.
- I would like to see locator maps at strategic places, especially at trail junctions, so park users can see where they are.

### **On Public Art – (two schools of thought here)**

- I like public art but I don’t really see a place for it at Skyline Park.
- Yes art but if it is incorporated it should be in keeping with the wilderness ambiance or part of the nature based programming rather than being “jarring” and obtrusive. Perhaps made of natural or recycled materials. Art could be a component of the park signage.

### **Additional Comments**

- The original concept for park appearance was for facilities and activities to be designed to blend in with and not detract from natural surroundings.

**(4) 5&6. What concerns do you have related to the park that we should be aware of as we do this work? Other Comments?**

### **Summary of Comments**

#### **Keep Getting Community Input**

- I am happy to see that public input is being sought in this process. I was concerned that the Advisory Committee seemed to be made up mostly of specific special interest groups but the representation seems to be pretty good. I hope that park leadership continues to seek

community input throughout this process and regularly in the future as the park grows and community needs change.

### **Develop the Next Generation of Leaders and Stewards**

- I think it is very important that we start to develop the next generation of stewards and leaders for Skyline Park now. This can be done by grooming young and emerging leaders from the parks user groups, by soliciting volunteers from the community to get involved with stewardship of the park and by the Citizens Association and Napa County leadership making a pro-active effort to recruit future SPCA board members with next-generation leadership (for a diverse and evolving community) in mind.

### **Fees**

- I have always felt that the cost of the annual passes is too high for a public park and that it prevents a lot of people who would really benefit from using the park on a regular basis from doing so. Is there a better way to set this up so the park has the funds it needs and people of all economic levels are able to make it a regular part of their lives?

### **Park Security**

Note: Security issues present a dilemma for those who have the official responsibility for safeguarding the park and those who use it. In the past, decisions have been made to limit certain activities and events because the park leadership felt they did not have the resources to manage the activity in a secure way nor in a way that would minimize impact on the trails or natural attributes. Others feel that barring an activity or event that is in keeping with the park mission and of interest to the community but is challenging to manage is not the proper solution to this problem.

- I learned at the first advisory committee meeting that sometimes events aren't allowed because the park doesn't have enough staff to oversee them. I think that some groups who regularly hold events at the park would be willing to volunteer to provide a support crew for other group events.
- Here are some of the security issues the park currently deals with:
  1. Missing fencing
  2. Vandalism to perimeter fencing in order to gain free entry
  3. Entry areas which are not secure enough to prevent trespassing
  4. Trespassing on trails by hikers, bikers and motorcycles
  5. Frequent need to involve County Sheriff and Napa police when tent camping is allowed

### **Representative Leadership and Open Dialogue.**

Note: Several individuals who gave input, both on the input forms and to the consultants verbally, expressed a concern that they have constructive criticism to offer but are not comfortable expressing it in this group nor to the SPCA Board of Directors out of fear of retaliation by influential members of the SPCA who, in

their opinions, appear to view the park as the property of a small group of special interest groups and not as the public amenity it is.

- There are dedicated community members who have given hours and years of their time to this park. If it weren't for them we wouldn't have the luxury of having this wonderful place to enjoy and plan for. The context in which the park lives, however, has changed and gets more complex every day. It's critical that the approach to managing the park recognize and respond to that.
- I'm worried that some individual user groups will be so focused on their own group's agenda that they will have a hard time looking at the big picture on behalf of the entire community and visitors from outside the county. There has to be a give and take.
- Representative management of the park needs to be balanced for all potential usage. Currently the Board membership of the SPCA is skewed toward equestrian interests.
- The park needs professional leadership who will exercise sound and consistent decision making on behalf of the park, the various user groups and the public -- even when the best decision for those constituencies might make influential members and vocal special interest groups unhappy.
- We have to be careful that the lower, developable area not become dominated by equestrian uses at the expense of other appropriate activities. Equestrian uses are great but when the space there is gone, it's gone. There needs to be a well thought-out plan.
- If money could be found to fund a paid Park Director or Coordinator, that person could take the lead in focusing on the mission and the big picture.

### **How do the Clubs Work? A Question**

I don't understand how the user-group clubs work. Do they make a official agreement with the park to lease space? How does this work?

### **Hold on to this Park**

This park needs to continue to be a Napa County park. We have to protect it from being divided and sold for development by the state at all costs.



## **Advisory and SPCA Review Committee Discussion Points on Admissions Fee Strategy**

The admission fee strategy below was presented for discussion and consideration by the County to the Skyline Wilderness Park Master Plan Advisory Committee and the Skyline Park Citizens' Association. Pros and cons were explored.

### **Proposed Strategy**

Review the overall fee schedule for consistency with the principles contained in the Master Plan. Revise accordingly and submit for approval by the County of Napa as required by the Concessionaire Assignment Agreement. Include the following specific changes:

- Access to the Park via the River to Ridge trail is free in recognition of (a) the practical difficulty of collecting fees at a remote location, (b) the role this trail plays in the regional trail network, connecting the San Francisco Bay Trail with the Bay Area Ridge Trail, and (c) the environmental benefit of encouraging non-motorized access to the park.
- Replace the General Admission Fee with a Parking Fee to encourage non-motorized access to the Park.

### **Summary of Discussion**

Perspectives generally fell into two categories.

1. Those who are concerned that conversion to a free general admission and River to Ridge access admission would threaten the self-supporting status of the Park and would compromise the ability of the SPCA to monitor park use and safety.
  
2. Those who believe that general admission should be free in order to provide park experience opportunities to the widest possible segment of the local population and that an alternative and free access point at currently gated place where the River to Ridge trail enters the park would alleviate the problems with cyclists and hikers climbing and throwing bicycles over the fence to gain convenient access that currently plagues park operators. Proponents of the free admission policy expressed respect for and agreement with the self-supporting nature of the park but suggested that financial support for the park could be increased through the development of a strategic and proactive financing program which includes facility and program user fees, grants, fundraisers and a menu of giving opportunities.

Participants agreed to remove the strategy language from the body of the Master Plan document to the appendices and revisit the issue during the next revision of the park fee schedule

