



**NAPA COUNTY REGIONAL PARK &
OPEN SPACE DISTRICT**

Karen Bower Turjanis
Director, Ward One

Tony Norris
Director, Ward Two

Brent Randol
Director, Ward Three

Nancy Lewis-Heliotas
Director, Ward Four

Barry Christian
Director, Ward Five

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Monday, April 12, 2021 at 2:00 P.M.
Via Zoom Conference Call

Instructions for Joining Zoom Meeting

Join Zoom Meeting

<https://zoom.us/j/98798106081?pwd=T2JPQ20yMFg3WVF0czNIK3hDZWRvZz09>

Meeting ID: **987 9810 6081**
Passcode: **799340**

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Meeting ID: **987 9810 6081**
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General Information

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

Requests for disability related modifications or accommodations, aids, or services may be made to the Secretary's office no less than 48 hours prior to the meeting date by contacting 707.299.1377.

Prior to action on any item, the Board President will ask for comments from any member of the audience. After receiving recognition from the President, give your name, address, and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the President.

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

All materials relating to an agenda item for an open session of a regular meeting of the Board of Directors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, on and after at the time of such distribution, in the NCRPOSD Office at 1195 Third Street, Suite 210, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code §§6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

1. Call to Order and Roll Call

2. Public Comment

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

3. Set Matters

None

4. Administrative Items

- a. Consideration and potential approval of minutes for Board of Directors meeting of March 8, 2021.
- b. Consideration and potential approval of agreement with Brown Armstrong Accountants for independent audit services not to exceed \$5,200 annually until 2024 with potential extensions until 2026.
- c. Consideration and potential approval of budget adjustments for FY 2020-2021.
- d. Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff for January 2021.
- e. Review of the District Projects Status Report.

- f. Receipt of monthly report for Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.

5. Announcements by Board and Staff

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

6. Agenda Planning

In this time period, members of the Board of Directors and staff will discuss matters for possible consideration at future meetings. Other than to determine whether and when such matters should be agendized, no action will be taken by the Board on these items unless specifically noted otherwise.

7. Adjournment



**NAPA COUNTY REGIONAL PARK &
OPEN SPACE DISTRICT**

Karen Bower Turjanis
Director, Ward One

Tony Norris
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Nancy Lewis-Heliotes
Director, Ward Four

Barry Christian
Director, Ward Five

MINUTES

BOARD OF DIRECTORS REGULAR MEETING

Monday, March 8, 2021 at 2:00 P.M.

Via Zoom Conference Call

1. Call to Order and Roll Call

Directors Present: Karen Bower-Turjanis, Tony Norris, Brent Randol, Nancy Heliotes (arrived after Agenda Item 3), Barry Christian

Staff Present: John Woodbury, Chris Cahill, Kyra Purvis, Ryan Ayers

2. Public Comment

None.

3. Set Matters

None.

4. Administrative Items

- a. Consideration and potential approval of minutes for Board of Directors meeting of February 8, 2021.

Minutes for the 2021 meeting were approved without changes.

BR - TN - BC - KBT - NH

- b. Consideration and potential adoption of position on State legislation.

- i. SB 332 (Dodd) liability standard for prescribed burn
- ii. AB 959 Nuisance Abatement (Kevin Mullin)
- iii. AB 361 (Rivas) remote public meetings

Public comment was opened by Directors, no comments were received, public comment period was closed. Directors voted to adopt positions of support on all three State bills discussed.

KBT - NH - BR - TN - BC

- c. Consideration of request from East Bay Regional Park District for amicus support for litigation related to tree removals.

Public comment was opened by Directors, no comments were received, public comment period was closed. Directors voted to approve amicus support for East Bay Regional Park District for litigation related to tree removals.

TN - KBT - NH - BR - BC

- d. Consideration and potential adoption of Special Event Permit process and fees.
Public comment was opened by Directors, no comments were received, public comment was closed. Directors voted to adopt Special Event Permit process and fee schedule.
TN –BR - KBT - NH - BC
- e. Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff for January 2021.
Report received; No action taken.
- f. Review of the District Projects Status Report.
Report received; No action taken.
- g. Receipt of monthly report for Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.
Report received; No action taken.

5. Announcements by Board and Staff

Director Bower-Turjanis announced that Representative Thompson’s office is sponsoring a town hall event 3/24/21 hosted by the leadership cohort for high school students his office supports.

Director Bower-Turjanis relayed praise from the owners of Browns Valley Market for the ongoing volunteer projects that the District has continued to mount while maintaining pandemic safety protocols.

Director Christian made note that Earth Day will fall the week of 4/19/21 and that individual EECNC partners will be hosting small events.

6. Agenda Planning

Director Christian made note that whenever safety and regulations allow for public gatherings, celebrations should be planned in honor of Chino Yip, Dave Finigan, and John Woodbury in honor of their service and retirements.

7. Closed Session

Public Employee Appointment (§ 54957): General Manager

After the closed session it was announced that the Directors appointed Chris Cahill as General Manager of the Napa County Regional Park and Open Space District effective June 1, 2021 subject to the County making him available to contract for his services.

TN – BR – KBT – NH – BC

8. Adjournment



STAFF REPORT

By: Chris Cahill
Date: April 12, 2021
Item: **4.b**
Subject: Consideration and potential approval of agreement with Brown Armstrong Accountants for independent audit services not to exceed \$5,200 annually until 2024 with potential extensions until 2026.

RECOMMENDATION

Approve agreement with Brown Armstrong Accountancy Corporation to perform independent audit services to the District until December 31, 2023, with two potential one-year extensions thereafter, at a cost not to exceed \$5,200 per year.

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND

The District is required by law to have an annual independent financial audit. Because the District's financial records are maintained by the County of Napa, it is most efficient to utilize the same firm that the County employs.

The County has gone through a competitive process and has once again selected Brown Armstrong Accountancy Corporation to perform the County's independent audit through the end of 2023. District staff therefore recommends the Board also approve contracting with Brown Armstrong. The proposed cost of \$5,200 is actually \$300 per annum less than our last three year contract with Brown Armstrong, it is also substantially less than what it would cost the District to contract with an auditor separately from the County.

NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

AGREEMENT №. 21-07

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 12th day of April, 2021, by and between the NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district organized under the laws of the State of California, hereinafter referred to as “DISTRICT”, and Brown Armstrong Accountancy Corporation, a California corporation, whose business address is 4200 Truxtun Avenue, Suite 300, Bakersfield, California 93309, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, DISTRICT wishes to obtain specialized services, as authorized by Government Code section 31000, in the form of specialized audit services; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to DISTRICT under the terms and conditions set forth herein; and

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT 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). The term of this Agreement shall be automatically renewed one-time for an additional 2 years at the end of the initial term, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term.
2. **Scope of Services.** CONTRACTOR shall provide DISTRICT those services set forth in Exhibit “A”, attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall be a total of FIVE THOUSAND TWO HUNDRED DOLLARS (\$5,200) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to DISTRICT of an itemized billing invoice in a form acceptable to the Napa County Auditor-Controller which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by DISTRICT, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than 30 days to the Auditor-Controller who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor-Controller no later than fifteen (15) calendar days following receipt.

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, DISTRICT 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 DISTRICT may monitor the work performed by CONTRACTOR. DISTRICT 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, unless required to do so by court order. 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, DISTRICT, in addition to any other rights or remedies which DISTRICT may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

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. 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 employer's liability and a waiver of subrogation, and shall provide DISTRICT with certification of all such coverages upon request by DISTRICT's Risk Manager.

(b) Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Each party 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 other party's risk manager or employee designated by that party to perform such function, 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) Professional Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and, where provided through a policy of insurance, issued by a company admitted to do business in the State of California and having an A.M. Best Rating of A: VII or better, covering all professional acts or omissions of that party arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from the other party's governing board, officers or personnel unless such direction was based upon professional advice from the first party or its personnel or other agents under this Agreement.

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of DISTRICT's Risk Manager, demonstrated by other evidence of coverage acceptable to DISTRICT's Risk Manager, which shall be filed by CONTRACTOR with the Auditor-Controller prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its DISTRICT number or title and department; shall be kept current during the term of this Agreement; shall provide that DISTRICT shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide 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 DISTRICT shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by DISTRICT'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 DISTRICT's Risk Manager.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR and DISTRICT shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description,

including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of 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 contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 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 5 days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 60 days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by DISTRICT unless an opportunity for consultation is provided prior to the effective date of the termination. DISTRICT hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for the convenience of DISTRICT.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to DISTRICT, DISTRICT shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains DISTRICT data on those portions of digital software hosted by CONTRACTOR and not controlled by DISTRICT ("District data"), CONTRACTOR shall

promptly return District data to DISTRICT Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from DISTRICT that the copy of the data provided to DISTRICT is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of DISTRICT, the property of and shall be promptly returned to DISTRICT, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only DISTRICT shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that DISTRICT shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which DISTRICT is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to DISTRICT or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by DISTRICT for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to DISTRICT.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and DISTRICT may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to DISTRICT 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.

DISTRICT

Tracy A. Schulze
 NCRPOSD Controller
 1195 Third Street, Suite B10
 Napa, CA 94559

CONTRACTOR

Lindsey McGuire
 Brown Armstrong
 4200 Truxton Avenue, Suite 300
 Bakersfield, CA 98309

14. **Compliance With COUNTY OF NAPA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** 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 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 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.

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

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to DISTRICT'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 DISTRICT, expressed through the Auditor-Controller. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to DISTRICT 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 DISTRICT.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules

and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of DISTRICT Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of DISTRICT's Protected Information. Upon request, CONTRACTOR shall make available to DISTRICT its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify DISTRICT immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of DISTRICT's Protected Information, or its unauthorized access to or disclosure of DISTRICT's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the DISTRICT's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect DISTRICT data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of DISTRICT data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all DISTRICT data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the DISTRICT for all associated costs of a breach, including but not limited to reporting costs and associated penalties the DISTRICT must bear.

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 DISTRICT, 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 DISTRICT to withhold its consent to assignment. For purposes of this subparagraph, the consent of DISTRICT may be given by the Auditor-Controller or designee.

(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 DISTRICT, through its Purchasing Agent or designee (as long as the total contract term, including all renewals, does not exceed three (3) years and the annual aggregate compensation paid to CONTRACTOR by DISTRICT under this agreement will not exceed \$61,200 as adjusted annually beginning on July 1, 2013 to reflect the percentage change from April 1 of the prior year to April 1 of the current year in the California Consumer Price Index for all items, as determined by the California Department of Industrial Relations), or through its Board of Supervisors (in all other instances), 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 without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to

this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** 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 race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. 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 DISTRICT by the State of California pursuant to agreement between DISTRICT 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 I-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 DISTRICT 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 19 in all such subcontracts as obligations of the subcontractor.

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 DISTRICT 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 DISTRICT is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** DISTRICT, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of 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 seven (7) years after DISTRICT makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and DISTRICT 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 DISTRICT and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as DISTRICT may consent to in writing prior to the acquisition by 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, DISTRICT may terminate this Agreement immediately upon giving written notice without further obligation by DISTRICT to CONTRACTOR under this Agreement.

(b) **Statements of Economic Interest.** CONTRACTOR acknowledges and understands that DISTRICT 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 it has been 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.

24. **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.

25. **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.

26. **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.

27. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

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

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

BROWN ARMSTRONG ACCOUNTANCY CORPORATION

By _____
Lindsey McGuire, CPA/Partner

By _____
Christina M. Thornburgh, Corporate Secretary

"CONTRACTOR"

NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California

By _____
JOHN WOODBURY, its General Manager

"DISTRICT"

ATTEST: Ryan Ayers
District Secretary

By: _____

EXHIBIT "A"**SCOPE OF WORK**

CONTRACTOR shall provide DISTRICT with the following services:

I. DESCRIPTION OF SERVICES

- Audit and report on the financial statements for the DISTRICT
- Express an opinion on the fair presentation of the DISTRICT'S basic financial statements.

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

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENTAuditing Services:

Fiscal Year	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
	\$5,200	\$5,200	\$5,200

Auditing Services if optional years exercised:

Fiscal Year	<u>2023-24</u>	<u>2024-25</u>
	\$5,200	\$5,200



STAFF REPORT

By: Chris Cahill
Date: April 12, 2021
Item: **4.c**
Subject: Consideration and potential approval of budget adjustments for FY 2020-2021.

RECOMMENDATION

Approve budget adjustments as proposed.

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND

Based on accounting changes that have occurred since adoption of the current year budget, largely relating to the budget categories to which staff costs are ascribed, District staff and the District Auditor-Controller are requesting the following changes to the adopted Fiscal Year 2020-2021 budget. The proposed changes will have no net effect on District revenues or expenses for the year.

- Move \$25,000 from the Camp Berryessa salary line to the General Administration salary line.
- Move \$110,000 from the Other Project salary line to the General Administration salary line.



**NAPA COUNTY REGIONAL PARK &
OPEN SPACE DISTRICT**

STAFF REPORT

Date: April 12, 2021

Item: **4.d**

Subject: Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff.

RECOMMENDATION

Receive the report.

BACKGROUND

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

Attached is a report showing all District expenditures for March 2021.

In addition to these expenditures, the General Manager has authorized the following contracts using his signature authority:

None.

PARKS & OPEN SPACE DISTRICT -MARCH 2021 EXPENSE REPORT

Gen Admin Dept - 85000-00

Date	Journal Line Description	Name	Monetary Amount
03/05/2021	01/2021 GSuite	WOODBURY,JOHN ROBERT	\$ 30.00
03/05/2021	11/2020 Google GSuite	WOODBURY,JOHN ROBERT	\$ 30.00
03/05/2021	01/24/21-02/23/21 Zoom	WOODBURY,JOHN ROBERT	\$ 16.11
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 61.19
03/05/2021	03/19/21 ConservationBurnWrksh	WOODBURY,JOHN ROBERT	\$ 30.00
03/05/2021	FY21 Constant Contact Subsc	WOODBURY,JOHN ROBERT	\$ 444.50
03/05/2021	Vinyl Disorder-Stickers	WOODBURY,JOHN ROBERT	\$ 74.54
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 12,100.04
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 168.06
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 1,501.71
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 718.52
03/09/2021	Nov 2020 Election Costs		\$ 685.60

Moore Creek Dept - 85010-00

Date	Journal Line Description	Name	Monetary Amount
03/05/2021	2x4x10 DF SB GR Prem	CENTRAL VALLEY BUILDERS	\$ 23.61
03/05/2021	02/26/21 Paint- Moore Creek	CAHILL,CHRISTOPHER MICHAEL	\$ 55.79
03/05/2021	Column Base,Handle, Bolts	CENTRAL VALLEY BUILDERS	\$ 147.70
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 7.82
03/05/2021	Feb 2021 Invoice	JOHNNY ON THE SPOT	\$ 172.40
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 190.80
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 2.76
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$ 11.83
03/17/2021	March 2021 Testing	HERITAGE SYSTEMS, INC.	\$ 128.33

Camp Berryessa Dept - 85010-03

Date	Journal Line Description	Name	Monetary Amount
03/04/2021	Water Sampling	CALTEST ANALYTICAL LABORATORY	\$ 79.00
03/04/2021	Water Sampling	CALTEST ANALYTICAL LABORATORY	\$ 50.00

NRER Dept - 85010-05

Date	Journal Line Description	Name	Monetary Amount
03/17/2021	Feb 2021 Invoice	NAPA VALLEY SUPPORT SERVICES	\$ 500.00

State Park - 85010-08

Date	Journal Line Description	Name	Monetary Amount
03/04/2021	PG&E 1/13/21-2/11/21	PACIFIC GAS & ELECTRIC CO	\$ 42.28
03/04/2021	PG&E 1/14/21-2/12/21	PACIFIC GAS & ELECTRIC CO	\$ 169.04
03/04/2021	PG&E 1/13/21-2/11/21	PACIFIC GAS & ELECTRIC CO	\$ 74.09
03/04/2021	PG&E 1/13/21-2/11/21	PACIFIC GAS & ELECTRIC CO	\$ 120.63
03/04/2021	Internet Line 1/10/21-2/09/21	AT&T	\$ 333.25
03/04/2021	Alarm 1/13/21-2/12/21	AT&T	\$ 209.30
03/04/2021	Chipper	UNITED RENTALS (NORTH AMERICA), INC.	\$ 1,157.24
03/04/2021	Fire & Life Safety Services	CALIFORNIA DEPARTMENT OF FORESTRY	\$ 720.00
03/04/2021	Water Sampling	CALTEST ANALYTICAL LABORATORY	\$ 50.00
03/04/2021	Water Sampling	CALTEST ANALYTICAL LABORATORY	\$ 50.00
03/04/2021	Photo SMK&CO Slim	STEVES HARDWARE	\$ 108.23

03/04/2021	Ace Poly, Brush Sash	SILVERADO ACE HARDWARE	\$	25.14
03/04/2021	PG&E 1/21/21-2/19/21	PACIFIC GAS & ELECTRIC CO	\$	736.07
03/04/2021	PG&E 01/13/21-2/11/21	PACIFIC GAS & ELECTRIC CO	\$	674.25
03/05/2021	Vevor USA forks	WOODBURY,JOHN ROBERT	\$	164.99
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$	617.15
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$	2,802.40
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$	40.63
03/05/2021	PR2GL Pay End 2/19/21 Retiree		\$	173.74
03/16/2021	Garbage Service 2/21	UPPER VALLEY DISPOSAL SERVICE, INC.	\$	1,543.51
03/16/2021	Phone Line 1/28/21-2/27/21	AT&T	\$	22.25
03/25/2021	Valve Box w/ Steele lid Concre	MCCOLLUM GENERAL ENGINEERING	\$	698.49
03/25/2021	Internet Line 2/10/21-3/09/21	AT&T	\$	333.25
03/25/2021	Alarm 2/13/21-3/12/21	AT&T	\$	104.64
03/25/2021	Chlor 53 Gal Drum, Chlor 4xl	LESLIE'S SWIMMING POOL SUPPLIES	\$	307.71
03/25/2021	Fire Wood Bundles 3/11/21	V&V FIREWOOD INC.	\$	1,920.00
03/29/2021	Clear Can Liners	E POLY STAR, INC.	\$	3,081.00
03/29/2021	ResvRevLoss3/16-12/15/20Bothe		\$	(109,828.51)

Amy's Grove 85010-10

Date	Journal Line Description	Name		Monetary Amount
03/05/2021	LH Pro Hedge Shear, Trufuel	CENTRAL VALLEY BUILDERS	\$	114.49
03/05/2021	Trufuel Pre-Mix fuel, Cycle	CENTRAL VALLEY BUILDERS	\$	36.03
03/05/2021	PARK210121 02/17-28/21	JOHNNY ON THE SPOT	\$	50.79
03/16/2021	Padlock, Truefuel	ZELLER'S & CLARKS ACE HARDWARE	\$	79.70



Projects Status Report

April 12, 2021

Amy's Grove

Planning and permits for public use of Amy's Grove.

The archaeological survey has been completed and did not find evidence of Native American activity. The botanical survey has been completed and submitted for review. Much of Amy's Grove burned in the October 2017 fires, but the damage appears to be limited. In Sept 2018 the Board approved placing a restrictive covenant over a portion of Amy's Grove, accepting the donation of an adjacent 7 acres of land, approving an option to acquire 164 acres north of Amy's Grove, and applying for a grant to help fund the purchase. Grant awards are expected to be announced in mid-2019. A legal description of the conservation area covering the meadow at Amy's Grove has been completed. PG&E is marking trees for transmission line clearance trimming in the right of way adjacent to our property. We have attempted to limit the scope of that work, but ultimately we have little say in the process. In late July 2019 we learned that we did not receive the Habitat Conservation Fund grant we had applied for to assist with the purchase of the 164 acres to the north. The purchase has been completed using District reserve funds. State Parks in June 2020 released the announcement of the per capita grant funds, which the District will use to reimburse about half the cost of the 164 acre purchase. An application for \$400,000 from the Prop 68 per capita grant program has been submitted, the grant agreement has been signed by the District, and a \$400,000 check from the State finally arrived in mid February. Staff submitted a proposal in partnership with Enchanted Hills Camp to share an AmeriCorps team next January through March, which was approved on December 8th. The team arrived in mid-January, laid out and constructed about ½ mile of new trail heading toward the top of Mt. Veeder and cleared brush from the future staging area on Dry Creek Road. Their service ended In early March they got reassigned to help with vaccinations in Los Angeles.

Bay/River Trail - American Canyon to Napa

An 8+ mile recreational trail. Phase 2-B--Pond 10 to Soscol Ferry Road.

The design for the public crossing of the SMART tracks has been completed, and SMART, NRCA and the PUC have verbally agreed to allow the railroad crossing. A biological survey for the Fagan Marsh area has been completed; based on the results, CDFW has indicated they do not want the trail alignment to

follow the levee on the north side of Fagan Marsh; District staff is reviewing the feasibility of an alternative alignment. At the request of the City of American Canyon, in August 2017 City and District staff met to discuss strategies for completing the trail. The Board President and General Manager met with CADFW staff on June 12, 2018 to discuss CDFW concerns. Senator Dodd organized a meeting in October with the City of American Canyon, County of Napa and the District in an attempt to move the project forward, and another meeting with District staff and CADFW staff on November 28, 2018. Staff has been working with BCDC to determine whether CDFW plans to impose user fees for people walking on the trail along the edge of the wetlands would be allowed under DFW's permit from BCDC. Director Christian has been volunteering considerable time to remove weeds blocking the trail both north and south of Green Island Road. Staff has also been working with the Bay Trail Project and Director Christian to ensure the draft Countywide Bicycle Master Plan includes the trail connection from Green Island Road to Suscol Ferry Road. CDFW in April approved policy changes for the Napa-Sonoma marshes, including use of bicycles on designated trails. The District and the City of American Canyon have been developing new and improved signage for the Wetlands Edge trailhead. The commemorative plaque for former Director Myrna Abramowicz was vandalized in June or July of 2020; Director Christian has taken the lead in getting a replacement plaque and the finished product is now installed and turned out excellent.

Berryessa Vista

Planning, stewardship and expansion of this 304 acre wilderness park.

Volunteers working with the District have completed detailed GIS mapping showing all existing roads, creek crossings, vista points and potential campsites. The District sent a letter to all property owners in that area introducing the District, explaining the deed restriction prohibiting off road vehicles, and asking for their cooperation. Since then there has been less observed damage, although the problem is not resolved. Staff was planning on installing a gate to restrict OHV access, but this has proven infeasible. In 2014 the Land Trust acquired an 80 acre inholding between District and BLM land, based on a District Board action in November 2014 agreeing to acquire the property from the Land Trust at a later date when funding is available. District and Land Trust staff in April 2016 placed a camera on the property in an attempt to identify the off-road vehicle and motorcycle users who have been causing some damage to the property. Staff has been monitoring the cameras since spring 2016 and has noted a small decrease in illegal off road vehicle use; staff will continue to monitor the cameras. Staff is working on plans to create a formal boat-in backcountry camp at Berryessa Vista accessed from the BOR Capell Cove boat launch. Staff has been reviewing PG&E plans to grade and widen an access road to their high power lines that cross the property, to ensure the work does not cause future erosion nor increase vehicular trespass. The Bureau of Reclamation has completed environmental review and authorized the District to improve the trail leading from water's edge up into the District property and install directional signage. We had tremendous success at the volunteer trail building event in early February, building +/- 900 feet of new trail. Berryessa Vista burned in the August 2020 fires; once the ashes settle staff will need to assess damage and come up with a repair and restoration plan.

The Cove at Mt. Veeder

Reconstruction of campground and trails.

The Cove was severely burned in the October 2017 fires; since then staff has been working on cleanup. Staff hiked most of the property in early January and confirmed that fire damage is severe and

extensive. In early February the County Wildlife Commission toured the Cove to inspect fire impacts and discuss ways in which they might direct funding to fire recovery efforts County-wide. Staff worked with a forester to develop a plan for salvage logging to (a) remove hazardous dead trees in the campground area and (b) repair/improve the access road into the site. Doug McConnell (NBC's Open Road) segment on The Cove (and Suscol Headwaters), comparing the effects of the fires in each location and lessons learned, was aired on Sunday June 24, 2018. Salvage logging commenced in late May, 2018 and was completed during the week of July 23rd followed by the logger completing his clean-up and erosion control operations. Road rebuilding is complete. A State Employment Development Department funded crew of 4 (using fire emergency job training funds) started work on April 2, 2019 and continued through the end of 2019 chipping of much of the remaining woody debris and cutting larger logs into rounds for eventual splitting for firewood. In July 2019 we worked with our salvage logging contractor on improvements to the gravel driveway to make it more useable to visitors in 2WD vehicles. We met with a local engineer on site on Sep 5th to begin designing facilities for a rebuilt camp. Staff hiked the property extensively in February of 2019, trying among other things to relocate the old trails, but most have been destroyed by the 2017 fires and resulting erosion. The Mt Veeder Fire Safe Council secured a grant to fund fuel reduction work along the Mayacamas ridge on and near the Cove, and cleared downed and standing-dead trees along our ridgetop fire road. We continue to work on locating improvements (camp sites, water spigots, etc) for the rebuilt camp and have been working through some potentially more cost effective fixes to the gravel road, which is a struggle for some cars to climb when it's dry and dusty. Staff together with Enchanted Hills Camp applied for and received a 13 week AmeriCorps crew this winter to work on The Cove, Amy's Grove and Enchanted Hills Camp. We have paused work on developing a new potable water system and septic system on the site while we reconsider our priorities in light of District finances, and the timeframe in which we think regular ongoing (as opposed to occasional special event-style) public camping will actually be desirable on the property once again. The Americorps team in January and February of 2021 constructed just under a half mile of new trail running up the ridge and towards Mount Veeder from the Cove bowl; it is much more gradual than the old trails (the old trail was 25-30%, new trail is about 9%).

EcoCamp Berryessa

Redevelopment and operation of former Boy Scout Camp with a 64 bed group/environmental education camp with 8 tent cabins, 2 covered group activity centers, a canoe/kayak dock, a central amphitheater and campfire ring, and a shower and composting toilet restroom facility.

A grant for \$50,000 to help with construction was provided by the Mead Foundation, together with a \$1.7 million grant from the State Coastal Conservancy. Construction of Phase I, which includes beds for up to 64 campers was completed in June 2016. Tuleyome. The BOR, and Forest Trails Alliance have completed the adjacent North End Trail, running from +/- Camp Berryessa to the north end of the Lake, approximately 7 miles each way. In early October, 2017 Caltrans delivered (at no cost to the District) the disassembled and individually numbered pieces of a former Monticello Road stone arch bridge to EcoCamp Berryessa; some have been placed around the property to restrict vehicle access and add character. Issues with the composting toilets and water systems (the result of poor design and power failures) appear to have all been resolved. We are looking into solar battery backups to provide more reliable power as rural blackouts on windy days have become the new normal. Some of the septic system valving and wires was damaged by denning rodents; they have been repaired, and the valve boxes have been hardened to make it more difficult for our furry friends to get into them in the future.

The hard water at the camp is causing backflow prevention devices to leak, and repairing them continues to be a challenge. The EcoCamp has been closed to the public since mid-March 2020 due to the pandemic. We have been taking the opportunity of this downtime to get on top of spring mowing and other projects and Sarah Clark has been inspecting the property at least once a week. Staff has completed a survey of rates and policies for other group camps in the region, and will be developing a proposal for expanding camp use to include a broader range of group and family campers, for when the camp is not needed by the non-profit and youth organizations which are the primary target audience for the camp. Camp Berryessa suffered some damage in the August 2020 fires; the camp itself mostly escaped damage, but the power line to the camp was destroyed as was our camp host's mobile home and belongings. Power has now been restored and the water system seems to be working. We have had the water tested for VOCs (which can be created when plastic pipes melt) and the tests came back negative. We have filed for a Right of Entry with the County of Napa, which should mean fire debris are removed as a part of the County/FEMA fire cleanup operation. While the camp is closed due to COVID, we have on three occasions allowed USGS researchers doing post-fire investigations to use the site while working in eastern Napa County. We are starting to take reservations for group camping events starting this summer, contingent on continued improvement in COVID 19 conditions.

Moore Creek Park Development

Improvements and operations at our 1,500 acre regional park in the Lake Hennessey watershed. Includes the Moore Creek unit on land owned by the District and the Lake Hennessey Unit on land owned by the City of Napa.

The District's Moore Creek property (Moore Creek Unit) was expanded in 2012 through a lease agreement and operations plan with the City of Napa (Lake Hennessey Unit). The combined park opened on June 30, 2013. Many miles of trails have been constructed, fencing installed, emergency communications capacity set up, repairs made to the two houses on the property, and invasive French broom removal has been ongoing. Work was completed on the Conn Creek connector trail between the Moore Creek and Lake Hennessey units in June 2013. Lake Hennessey North Shore Trails formally opened with a ribbon cutting in October 2014. The Sam the Eagle Trail was completed in April 2015. District staff and volunteers installed the Harold Kelly bench in early June 2015 and constructed a short ADA-compliant access trail to it that July. The County Wildlife Conservation Commission awarded the District a +/- \$2,000 grant to fund installation of an interpretive birding trail developed in partnership with Napa Solano Audubon along the north shore of the lake, signage was installed in May 2015. The eastern boundary survey and fencing project was completed June 2014. The property owner to the east of Moore Creek filed suit in June 2017 claiming the District owed additional money for the boundary survey and fence separating his property from ours. After several interim victories, the judge in early April 2018 issued the final ruling in support of the District's position. Staff hosted trail scouting and trail building volunteer events focused on the Madrone Trail in late May and early June, 2018. The Gate House was re-roofed in November 2018 using the Moore Creek maintenance/repair reserve fund. Staff coordinated a meeting with CalFire and a neighbor to determine what level of tree trimming is needed on the neighbor's property next to the ranch house to comply with Firewise regulations and the trimming work is now underway. Napa Marble and Granite installed (well, carved) new trail signage for the Shoreline and Sam the Eagle trails in early September 2017. Old Man's Beard Trail was completed in February 2018. The Whiskey Ridge and Conn Peak Trails (along with the Conn Peak Spur), nearly three miles of new singletrack all-in, was completed in 2019. As of early January 2021 work on Catacoula is

almost complete and, thanks to some well-timed precipitation, it's looking and riding great. The Conservation Corps North Bay (CCNB) is scheduled to be back on site in April to work on the last finishing touches. To help ensure public safety in light of the Covid-19 pandemic, staff and volunteers monitored both entrances to Moore Creek Park for most Fridays and weekends in March through July of 2020. By late July this extra monitoring was stopped because park usage while still very high had returned to more manageable levels. Staff is working with the County of Napa and the City of Napa to make improvements to the end of Conn Valley Road to be able to better accommodate demand going forward, though planned work has been postponed indefinitely while everyone works on recovering from the LNU and Glass Fires of August and September of 2020. The two tenants at Moore Creek Park had to evacuate for about two weeks as a result of the August 2020 fires, but were able to return just before Labor Day. They then had to evacuate again on September 28 due to the Glass Fire. Despite a number of additional autumn red flag days and closures, and a rare December red flag event, Moore Creek Park is unburned and in good shape. Visitation numbers have remained very heavy, right through the early winter, with the parking lot full all day most weekends. Our grant with the CCNB is projected to have three weeks of funding left at the completion of Catacoula, so we are working with them to pivot to working the Madrone Trail closer to completion with District oversight of the fieldwork provided by Ryan and/or Kyra. We launched a survey of park users aimed at gauging public sentiment about e-bikes, powered skateboards, and other battery-powered devices that are starting to show up on our trails in greater numbers. We hope to have results to report out to the Board over the next few months. In March 2021 volunteers installed striping for the main parking lot (made with pinned used fire hose segments) to make parking more efficient. The first weekend in April 2021 staff and volunteers installed a new iron ranger and signage at the main parking lot to encourage donations. A second iron ranger will soon be installed at the Conn Valley entrance.

Napa River Ecological Reserve

Manage public access and improve habitat for this State-owned property

The District has been maintaining the parking lot and front meadow since 2008, after assuming a responsibility that had previously been handled by the County. Staff recently discovered that the agreement between the District and the California Department of Fish and Wildlife, authorizing this partnership, expired at the end of 2017. Staff has approached CDFW about renewing the agreement, and is still waiting for a decision from CDFW. In a telling sign of what can happen in unmanaged public open spaces, someone attempted to fell a young oak tree with a shotgun and perhaps a dozen rifled slugs in late December 2021. We have retained a number of casings as evidence.

Oat Hill Mine Trail

Various improvements to the historic Oat Hill Mine Road.

The District opened 8 miles of the historic Oat Hill Mine Road as a non-motorized trail in 2007 with the assistance of 130+ volunteers from Volunteers for Outdoor California. Cleanup of mercury contamination north of the opened section of trail, led by Tuleyome, was partly but not fully successful, delaying when the northern section of the road leading to Lake County can be completed. A 40 acre Randy Lee Johnson property along the route of the trail was donated in December 2014. Volunteers have over the years done extensive erosion control and vegetation clearing projects. The first 1.3 miles of the trail was bulldozed as a result of CalFire efforts to suppress the October 2017 wildfires, and this

was extended further while fighting the 2020 Glass fire. Nearly all of the forest along the first 4 miles of the trail out of Calistoga burned in the Glass fire. Visitation at OHMT has been very high since mid-March of 2020. We staffed the trailhead on weekends in late March and early April, but have determined that the dispersed nature of the parking in Calistoga means that it handles the higher level of traffic well and we have since reduced monitoring to occasional check-ins. Staff has cleared the trail of downed trees and the trail is open between Calistoga and Holm's place. Repairs to the Aetna Springs trailhead kiosk are still needed, as well as replacement of wayfinding signs that burned in the 2020 fires.

Putah Creek Properties

Acquire 480 acres next to Berryessa Estates from BLM at no fee through their Recreation and Public Purpose Act procedure. Manage Spanish Valley, Crystal Flats and Stone Corral (2,500 acres) open space preserves.

The District in 2009 applied to BLM for a no-fee transfer of this property to the District; while this transfer was supported by BLM staff, the formal approval was delayed because of property title issues between BLM and BOR. By the time these issues were resolved personnel and priorities had changed at BLM, and the transfer application is stalled. The District completed the donation to the District of a small, 0.2 acre property that provides critical access to the northeast corner of the property. Prescribed burns were attempted for Spanish Valley in 2019 and 2020, but both had to be cancelled due to a combination of permit delays and uncooperative weather. Shortly after the 2020 prescribed burn was cancelled, the LNU Fire burned the entire valley. The district in the spring of 2020 completed the donation of a conservation easement over Spanish Valley to the Land Trust. The Lake Berryessa Estates Property Owners Association in June 2020 retained an attorney to help them develop an agreement between the District and the Association authorizing the Association to manage and enforce regulations for use of the campground and boat launch areas of Crystal Flats and Stone Corral. The current President for the Association reached out to District staff just before the LNU fire, indicating a willingness to restart discussions about an agreement between the two. However, the LNU fire put those discussions on hold, and staff efforts in February and March of 2021 to reach out to the Association have not been responded to.

Skyline Park

Permanent protection of Skyline Park and support for Skyline operations.

Three past legislative efforts to authorize sale to the County failed due to unrelated disagreements between the state legislature and administration. Separately, the County in September 2009 approved a new park overlay zone and an updated Master Plan for Skyline Park. A fourth legislative effort by Assembly member Evans in 2010, sponsored by Napa County and supported by the District, was approved by the legislature and signed by the Governor, but the County and State General Services were unable to agree on the fair market value of the property, negotiations stalled, and the legislative authorization expired. In October 2015, the State applied to the county to rezone Skyline Park by removing the Skyline Wilderness Park Combining District overlay, which would make it easier for the State to sell for development and at a higher price. However, the State never completed the application. Legislation introduced by Senator Wolk in January 2016 to authorize us to purchase the property stalled when the State announced it was opposed to any sale of Skyline Park to the District until completion of a state planning process for future health and welfare services; that planning process has apparently not

progressed. SB 20 by Senator Dodd was approved in 2019, which again authorizes the State to sell Skyline Park to the District and/or county for the sole purpose of it continuing to be a public park. The Governor in late 2019 issued an Executive Order directing the State use surplus State Lands to develop affordable housing, and included 20 acres of Skyline Park as surplus land that could be used for this purpose, which complicates our efforts to purchase the park. In January 2019 the District sponsored the filming of a short feature for Doug McConnell's Open Road TV series to help build support for the purchase of Skyline. District staff began meeting with the State of California (Departments of General Services and State Hospitals) in July 2020 to discuss the purchase of Skyline Park pursuant to SB 20, but in October DGS informed the District they were too busy to work on this until early 2021. DGS in February 2021 assigned state staff to work on the appraisal of the property in anticipation of selling it; District staff is now waiting on them to propose appraisal instructions. The District in 2019 obtained a TBID grant of \$20,000 to assist Skyline Park upgrade their web site including an on-line reservation system, improve their park map and brochure, and install an automatic pay machine on the River to Ridge Trail; the work was completed in the fall of 2019. Staff has been working with bicycle advocates and Skyline Park Citizens Association to plan and develop a bicycle skills course on a 1/4 acre portion of Skyline Park; despite repeated efforts over two years, this project is still waiting for DGS approval. Skyline Park staff in the fall of 2020 completed the repair and hardening of a stretch to the Skyline Trail above Lake Marie so that it can be used year-round. This trail is currently the only way to access Suscol Headwaters Park. The reconstructed trail is now largely done and it is a truly impressive piece of work.

Smittle Creek

Planning and permits to open this 411 acre holding for public use.

The District completed purchase of this property in December 2015. A botanist was retained in early 2016 to do a reconnaissance level survey of plant resources as the first step in planning for the property; his report was received in January 2017; the report describes the property as one of the best locations in the County for native grasses. A group of 20+ people from Tuleyome were given a hiking tour of the property in December 2016, as a way to build interest in the property and build a pool of volunteers to help with restoration and improvement of the property. On March 4 2017, Tuleyome volunteers brushed the Iron Mountain trail (in the Cedar Roughts Wilderness, but accessed via Smittle Creek.) US Geological Survey in 2017 placed a seismic monitoring station on the property. The State Fish and Wildlife Game Warden for this area has been most helpful in patrolling the property looking for illegal poaching. A well-attended volunteer cleanup project was held in October of 2018, more than filling a 30 yard dumpster with debris. Our volunteer caretaker for this property has made repairs to the dirt roads and the perimeter fencing. Staff in January 2020 flagged a route for the proposed new trail access into the property from Reclamation's Smittle Creek Day Use Area parking lot, and a botanist has been retained to conduct a floristic survey this winter and spring. Kyra Purvis is working on the CEQA analysis and on putting together a use permit application to the County of Napa to open Smittle Creek to the public. Kyra also continues to work with Reclamation on an agreement to authorize the public to use their Smittle Creek Day Use Area parking lot to access our property. All of Smittle Creek burned in the August 2020 fires. The entry gate and fence the District shares with Reclamation was burned; a temporary fix has been made, but further work will be needed. Staff has had initial discussion with County Public Works about including access improvements at Smittle in a larger grant application aimed at funding work on Knoxville-Berryessa Road. It would apparently make the County's road grant application more attractive to funders and would of course mean new District money for opening the

park (if the grants come through). We have also begun CEQA work in earnest in hopes of bringing a use permit application to the County this summer or fall.

State Parks

Operate Bothe-Napa Valley State Park, Bale Grist Mill State Historic Park, and RLS State Park.

The District, with assistance from the Napa Valley State Parks Association, took over management of the parks on April 1, 2012. Since then the District has obtained permits and done improvements to the pool, installed 7 yurts, instituted recycling in the campground and day use areas, pumped all septic system tanks annually, repaired the historic Wright House for use as a rental property, restored 5 cabins, constructed a new shower/toilet facility, and made a large dent in the backlog of deferred maintenance. District efforts to pass legislation allowing the sale of grain for human consumption from the Bale Mill were unsuccessful. In 2014 the District started the process of extending the District's 5 year Operating Agreement and including RLS in the agreement, that new 20 year agreement was signed in April 2020. The District repaired the Silverado House at RLS, which a District employee now rents and maintains. The District is working with the Vine Trail on the proposed alignment of the Vine Trail through Bothe. As noted elsewhere, visitation at Robert Louis Stevenson State Park has been very high in the wake of the Covid-19 pandemic. Between March and June of 2020 staff and volunteers monitored the parking lot off Highway 29 during peak times to assist the influx of new users. The majority of Bothe State Park burned in September's Glass Fire, though none of the buildings were damaged. More detail on current activities are contained in a separate Parks Report for Bothe, Bale and RLS.

Suscol Headwaters Preserve

Improvements to Suscol Headwaters Preserve and opening the property as a public park.

The purchase of the Preserve was completed in November, 2017. The one remaining improvement to satisfy funding requirements is the construction of a California red legged frog (CRLF) breeding pond and various habitat improvements focused on, but not exclusively in, the pond area. A reserve fund has been set aside to do the work, but the actual work has been delayed while design and construction details are worked out. Most of the property burned in the October 2017 firestorm; some trees were killed, and a perimeter grazing fence was destroyed, but otherwise damage was not catastrophic. We have installed No Trespassing signs adjacent to ranch roads descending off of Suscol Knob to further limit access to the lower portions of the preserve, where property lines are not necessarily well marked or fenced. The District hired local trail builder Kevin Smallman to help with trail corridor planning and spent May 10 and 11 of 2019 hiking and flagging the property. A Use Permit for Suscol Headwaters Park was approved by the County Planning Commission in February 2020 and the northern portion of the property is now officially open to the public via Skyline Park. In July of 2015 the board of the Napa Sanitation District approved an easement option agreement which would allow us to construct a trail and trailhead parking lot on the eastern and southern edges of their Kelly Road treated water spray field property. However, that alignment is not ideal, so alternate access routes and staging areas have been pursued. Negotiations with the City of American Canyon and an adjacent property owner regarding the potential to relocate the access easement to our property from Highway 12 did not work out because of a change of mind by the property owner. Kyra has obtained conceptual agreement from another property owner on revising the access easement through their property to facilitate construction of a staging area on North Kelly Road rather than along Kirkland Ranch Road, and has drafted a grant deed that will

accomplish this. The Napa Sanitation District Manager has indicated support for the location and design for such a staging area off North Kelly Road and a trail leading to the park following the western and northern edge of their treated water spray field. District staff has prepared and submitted to Napa San draft easement language for their review and approval. Chris met with REMBA's Executive Director on the property in early July 2020 to discuss funding opportunities and partnerships that may allow some new singletrack trails to be constructed at Suscol Headwaters. Rick and Ryan in spring 2020 installed signage in hopes of dissuading the public from riding off trail, especially in the area of the knob at the very top of the park, because of the erosion that it causes. Our partners at REMBA have been on-site, beginning to tight flag some of the trail alignments in hope of beginning construction this winter/spring. REMBA has also been fundraising to support their work, as the District unfortunately has no funds available for trail building at Suscol at this time.

Vine Trail

A Class I bicycle/pedestrian path extending from Calistoga to the Vallejo Ferry Terminal sponsored by the Vine Trail Coalition, of which the District is a participating member.

The District has an MOU with the Vine Trail Coalition to provide assistance as requested by the Coalition in receiving funds, preparing plans and environmental documents, and constructing and operating the trail. The District, the Bay Area Ridge Trail, the San Francisco Bay Trail and the Vine Trail Coalition prepared a joint Case Statement for the combined trail network for fundraising purposes. Over the years the District has submitted numerous letters of support for Vine Trail grant applications. The District continues to coordinate with the Vine Trail on plans to route the Vine Trail through Bothe-Napa Valley State Park. A joint Vine Trail/Ridge Trail dedication event was held at Bothe in 2014. In March 2015 the Vine Trail initiated discussions with district staff about the possibility of the District providing maintenance for the entire Vine Trail, but in the end the cities and the county decided that each entity will maintain the section within their jurisdiction, rather than paying into a common fund for common maintenance. Caltrans is proposing to replace the aging bridge over Mill Creek; since the construction as proposed could have significant adverse effects for both the Vine Trail and the Bale Mill, District and Vine Trail staff meet with Caltrans and NVTA to discuss ways to mitigate the impacts. In Sept 2018 the Vine Trail Coalition requested the District accept an easement to facilitate the trail connection between Kennedy Park and Napa Pipe. Staff met with the Vine Trail and Syar in March 2019 to work out details related to the easement. A revised version of the easement, and an associated agreement allocating responsibilities is still being negotiated. At the request of the Vine Trail Coalition, staff is exploring with the County whether to take on the eventual maintenance of the section between Calistoga and St. Helena, with the costs to be paid 50/50 by the County and the Coalition. A similar agreement between the County, the City of Napa and the Vine Trail was approved by the County Board of Supervisors in January 2021.

Completed Projects

Amy's Grove

Donation of 50 acres along Dry Creek and Wing Creek, donation of 9 acres immediately to the north, and purchase of 164 acres to the north of that.

The donation of approximately 50 acres of open space from the Chamberlain family to the District closed in December 2015. An additional 9 acres was donated to the District by the Kateley family in 2019. The District also completed the purchase of another 164 acres from the Chamberlain family in 2019.

Bay Area Ridge Trail Realignment

In December of 2012 the Bay Area Ridge Trail Council approved the proposed realignment of the Ridge Trail through Napa County as requested by the District.

Bay Area Ridge Trail Napa-Solano Ridge Trail Loop

The Bay Area Ridge Trail Council obtained a donated easement from the Tuteur family and constructed a section of Bay Area Ridge Trail adjacent to Skyline Park. In March 2018 the Ridge Trail Council transferred the easement to the District, and with the support of the Tuteur family revised the easement to facilitate an extension of the trail south onto the District's Suscol Headwaters Preserve.

Bay/River Trail - American Canyon to Napa Phase I

Phase One - Eucalyptus Drive to Green Island Road.

Constructed approximately 5 miles of Class I bicycle and pedestrian path in the vicinity of American Canyon along the Napa River was completed in April 2012, in partnership with the City of American Canyon, Department of Fish and Game and Napa Vallejo Waste Management Authority. A formal opening ceremony was held June 2, 2012.

Phase Two - Pond 10.

DFW surfaced the existing levee with gravel and opened the gate to the public in spring 2015.

Phase Three - Soscol Ferry Road to Napa Pipe

Completed construction in spring of 2015 of 0.7 miles between Soscol Ferry Road and the Napa Pipe property in the Napa Valley Corporate Park.

Berryessa Peak Trail

Obtain right of way and construct trail to provide public access to extensive federal lands on Blue Ridge and to Berryessa Peak.

Obtained donated trail easement from the Ahmann family to close gaps between existing public lands on Blue Ridge. A Negative Declaration and Use Permit hearing was approved December 16, 2009 by the County Planning Commission. An Operations and Management Plan was approved by the property owner and the District. BLM's biologist inspected the alignment on September 17, 2011. The trail was constructed over the course of two years using volunteer crews, and continues to be maintained by volunteers (mostly provided by Tuleyome and Yolo Hiker)

Berryessa Vista Acquisition

Purchase of 224 acres from the Land Trust of Napa County for use as a public park completed in early 2008 using State Prop 12 funds.

Cedar Roughs/Smittle Creek

Purchase of 443 acres of land that will provide public access to Cedar Roughs from the Smittle Creek Day Use Area closed in December 2015.

Connolly Ranch

Construction of patio, restrooms and cooking facilities completed in 2008 using State Prop 12 funds.

The Cove at Mt Veeder

The acquisition of 164 acres from the Girl Scouts was completed in December 2017.

Historic ROW Analysis

Staff has completed a comprehensive review of historic rights-of-way, and is now focusing attention on those that have greatest potential.

Linda Falls Conservation Easement

Conservation easement accepted in spring 2008 from Land Trust of Napa County to provide additional protection for this 39 acre property, which is owned by the land trust. The easement was revised and expanded in 2016 to cover the entire Linda Falls property owned by the Land Trust. This is a continuation of a long-term project for the district and land trust to hold easements over each other's properties to protect against unforeseen circumstances that could threaten the conservation values of the properties.

Master Plan Development and Updates

The Master Plan for 2008-2013 was approved in January 2009. It was updated in 2011 and again in 2019.

Moore Creek Open Space Park

Acquisition of 673 acres in the Moore Creek Watershed completed in December 2008. The City of Napa subsequently approved an agreement with the District to incorporate approximately 900 acres of City of Napa Lake Hennessey watershed lands into Moore Creek Park.

Napa River Ecological Reserve Improvements & Restoration

Parking area paved, and rock barrier installed to control vehicular access in 2007. Trash enclosure constructed and entry signs restored by volunteers in 2008. Deteriorated kiosk and interpretive panels removed in 2008. The District in July 2008 assumed the County's role in managing the preserve under the joint management agreement with DFG. A new maintenance contract with the non-profit organization Options 3 was started in January 2009. A multi-year project resulted in the removal of the bulk of the invasive teasel that had taken over the 5 acre meadow at the entrance to the Reserve, and the construction of a short native plant interpretive trail. In doing this work, several thousand students received a day of environmental education about native and invasive plants and riparian ecology.

Napa River Flood Control Easement

Conservation easement accepted by District in 2007 to facilitate Flood District project and grant funding.

Newell Preserve Improvements

As part of the arrangement with the land trust on the District's purchase of Berryessa Vista, the land trust was willing to use some of the proceeds from the transaction to fund a well pump and distribution system at the Preserve, which is owned by the City of American Canyon. However, the first well drilled by the City of American Canyon came up dry. The City has dropped plans for digging any more test wells.

Oat Hill Mine Trail

The Oat Hill Mine Trail was formally opened in May Of 2008, after a major volunteer work party doing signage installation, brush removal and erosion control. The District in 2008 applied to BLM for a non-fee transfer to the District of a 40 acre parcel at Maple Springs on the Oat Hill Mine Trail; BLM in April 2016 indicated they did not want to transfer this parcel, so the District's application has been dropped.

River to Ridge Trail

Lot line adjustment to legalize River to Ridge Trail as constructed (it had encroached on private property in two locations). Animal silhouettes along the entryway fence illustrating the types of birds and mammals that can be found in the area were installed by an Eagle Scout candidate in 2008. A new information kiosk was installed at the entrance in December 2008 as part of a Boy Scout project. In 2011 volunteers made some drainage improvements.

Skyline Park Road and Trail Improvements

Erosion control work on Lake Marie Road, and paving of campground loop road, completed in 2007 using State Prop 12 funds. The District and the Skyline Park Citizens Association have continued to cooperate on various trail maintenance projects.

Skyline Park Concessionaire Agreement Renewal

District staff negotiated renewal of concessionaire agreement on behalf of the County in 2010, 2015 and 2020. The renewal involved changes to the fee schedule and amendments to and approval of sub agreements with three non-profit partner organizations.

Skyline Park Facility Improvements

The proposals for a second greenhouse (from CNPS) and a covered equestrian arena (from Skyline Riders) were approved by the Department of General Services and by the County Board of Supervisors. The sponsors of these projects however ended up not pursuing either project.

Suscol Headwaters Preserve Acquisition

Acquisition of 709 acres of the former Kirkland Ranch in two phases was completed in November 2017.

Trinchero/Putah Creek Open Space Acquisition

The donation by the Trinchero family of 2,500 acres of open space (Spanish Valley, Crystal Flats and Stone Corral) was completed on December 29, 2010. A related granting of an access easement to the Lake Berryessa Resort Improvement District was completed in mid-January 2011.

Wild Lake Ranch

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

Deferred/Cancelled Projects

Milliken Reservoir Trails and Picnic Area Feasibility Study

The feasibility study to *construct approximately 3 miles of Bay Area Ridge Trail plus additional feeder and loop trails, along with a staging and picnic area* within the City of Napa's Milliken Watershed was completed and accepted by the Board of Directors in 2009. The Napa City Council in November, 2009 approved city staff recommendation to hold off on considering the Milliken Reservoir trails project until the Lake Hennessey Unit of Moore Creek Park is completed.

Montesol West

The District had the opportunity to purchase 1,254 acres west of Highway 29 adjacent to Robert Louis Stevenson State Park. The area's conservation values were protected through an easement negotiated by the Trust for Public Land and now held by the Land Trust of Napa County. Purchase of fee title would permit the area to be used for public recreation. The District prepared and obtained a Habitat Conservation Program grant that, together with a Moore Foundation grant obtained by the Trust for Public Land, would fully fund the purchase. Public outreach to Middletown area residents in 2017 were positively received. Unfortunately, the option expired at the end of February without TPL exercising it, because we were unable to provide the type of liability insurance the seller wanted to protect his interest in carbon credits that they had sold to the State over timber located on the property.

Rector Ridge/Stags Leap Ridge Trail

Construction of staging area and 6+ miles of Ridge Trail climbing east from Silverado Trail near Rector Creek.

CEQA on this project was completed several years ago, the project concept was approved by the District Board, and was positively viewed by the Veterans Home administration. However, subsequent changes and controversies within the Department of Veterans Affairs undid the progress we had made. The area in question also involves the Department of Fish and Wildlife, since they have an easement to allow hunters to use the area; the Department was initially supportive of the District pursuing a formal trail through the property, but personnel changes within their Department means their review also needs to be restarted. Finally, with the approval of the Go North alignment of the Bay Area Ridge Trail, this segment of trail is no longer part of the officially proposed alignment for the Ridge Trail. For all these reasons, this project is deferred until other District priorities are under control.

Vallejo Lakes

Possible purchase of 1100 acres of surplus Vallejo Water District lands, of which 200 acres are located in Napa County, and Lake Curry which is entirely in Napa County.

Discussions between the District, the Land Trust of Napa County, the County of Solano and the Solano Land Trust indicate a common desire to work together to purchase this property adjacent to Skyline Park. The City Council of the City of Vallejo officially authorized staff to pursue surplussing of the property, and hired an appraiser to prepare an estimate of the property's fair market value, but this was never released. The District GM, together with the County of Solano EO, in February 2012 each sent letters to the City of Vallejo formally expressing interest in the property and requesting notification per state law of any planned surplussing of the property. Sale of the property by the City has been delayed because of complications related to questions about how best to supply water to residents in Green Valley. Staff from the District and its partners met with the Vallejo City Manager in April 2014; the surplussing process has become more complicated and the City does not anticipate any action in the near future. Staff had a very interesting meeting with City of Vallejo water division staff and a tour of Lake Curry in late May. The Lake Curry property can only be described as a jewel, and the City of Vallejo would clearly like to divest it, but doesn't know how to do this. Solano County in 2015 investigated the feasibility of acquiring the lakes and managing their water supplies; as part of this investigation they expressed interest in partnering with the District to manage public recreational access, but no decisions were made. Further progress on this project depends on the City of Vallejo and Solano County; the District cannot do more until they decide what direction to head.



By: Jason Jordan
Date: April 12, 2021
Item: **4.f**
Subject: March 2021 State Park Report for Bothe- Napa Valley SP, Robert Louis Stevenson SP and Bale Grist Mill SHP

- Park Status
 - **Bothe Napa Valley SP**- The campground remains busy with continued high demand.
 - **Bale Mill SHP**- Remains closed, staff exploring reopening options.
 - **Robert Louis Stevenson SP**- All trails are have been reopened. RLS continued to see high use on weekends and clear days.
- The 3rd Saturday Hike Series continues to be virtual and was posted on March 20th. The theme was “Mines and Minerals” and was focused on the Oat Hill Mine Trail. The topic focused on mining history and the geology of the region.
- The Palisades section of RLS SP was cleared of down trees from Table Rock to Holms Place. State Parks approved reopening.
- A shortcut at the beginning of the table rock trail parking lot was decommissioned and will receive ongoing remediation in hopes of getting users to use the actual trail.
- A Project Evaluation Form (request) was submitted to State Parks for sign and information kiosk installation at RLS parking areas. The project will better communicate park map, trails, park rules and visitor/ safety information. Signs for Bothe and Bale were included in the request.
- Revisions were made to Cemetery Interpretive panels based on State Park edits and comments.
- Staff worked the Calistoga Chamber and developed offerings for Calistoga Wellness week to occur the week of Earth Day.
- Staff is continuing to remove broom at Moore Creek and planning a volunteer event on Earth day.
- Staff developed and is promoting the 2021 Spring Trails Challenge.
- Met with SWRCB to propose and get approval for required water system upgrades as part of new water permit for Bothe Napa.
- Continuing Camp Host and Seasonal Park Aid recruitment.
- Staff has begun grass and vegetation cutting in park areas.
- Conducted site visit to Recreation Hall with NVSPA board for potential Prop 68 grant. Met with State Parks for initial scoping and review of project. Staff is continuing on market research and costing for project for grant application.