

TO: JAMES L. APP, CITY MANAGER
FROM: BOB LATA, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: COOPERATIVE AGREEMENT WITH NATIONAL PARK SERVICE
REGARDING DE ANZA TRAIL DESIGNATION IN PASO ROBLES
DATE: APRIL 1, 2003

Needs: For the City Council to consider approving a Draft Cooperative Agreement with the National Park Service (NPS) and authorizing the City Manager to enter into the agreement regarding designation of the de Anza Trail through the City of Paso Robles.

Facts:

1. In July 2002 the City Council authorized staff to work with the NPS to formulate a Cooperative Agreement relative to the Juan Bautista de Anza Historic Trail.
2. Attached is a copy of the latest Draft Cooperative Agreement between the City and the NPS implementing the de Anza Trail within the City. Page 2 of the Draft Agreement outlines the respective responsibilities being proposed by the National Park Service.
3. There are no funds budgeted for establishing or maintaining the de Anza Trail through the City of Paso Robles. In entering into the Agreement the City is not committing itself to any particular financial obligations. The Agreement would, however, authorize the City to work with the NPS.

Analysis
and

Conclusion: Entering into a cooperative agreement with the National Park Service regarding the de Anza Trail through the City of Paso Robles would assist in having the trail designated. This designation would promote both National and local historic preservation goals.

Policy

Reference: Cooperative Agreement with National Park Service

Fiscal

Impact: No financial obligations are proposed.

Options:

- a. Approve Resolution No. 03-xx authorizing the City Manager to enter into a Cooperative Agreement with the National Park Service, based on the attached Draft Cooperative Agreement.
- b. Amend, modify or reject the foregoing options.

RESOLUTION NO. 03-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING A COOPERATIVE AGREEMENT WITH THE NATIONAL PARK
SERVICE REGARDING DESIGNATION OF THE DE ANZA TRAIL

WHEREAS, the City of El Paso Robles lies along the route of the historic Juan Bautista de Anza National Historic Trail; and

WHEREAS, the National Park Service has approached the City with a proposal to enter into a Cooperative Agreement to help implement the marking of the de Anza Trail and provide related facilities and services; and

WHEREAS, in spite of the lack of financial resources to allocate toward this project, the City desires to fully cooperate with the National Park Service to the extent feasible.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the City Manager and City Clerk are hereby authorized to enter into a Cooperative Agreement with the National Park Service, based on the attached "Exhibit A", to provide coordination and assistance in locating de Anza Trail markers and related facilities through the City of Paso Robles.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 1st day of April 2003 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk

DRAFT AGREEMENT
Between the
NATIONAL PARK SERVICE
and the
CITY OF PASO ROBLES, CALIFORNIA

This Agreement is entered into by and between the National Park Service, U.S. Department of the Interior (“NPS”), and the City of Paso Robles, California (“City”).

ARTICLE 1 – BACKGROUND AND OBJECTIVES

The Juan Bautista de Anza National Historic Trail (Anza Trail), a 1200-mile trail authorized by Congress as a component of the National Trails System in 1990, is administered by the NPS.

The National Trails System Act places heavy emphasis on cooperation with federal, state, and local land managing agencies and nonprofit groups to mark and interpret the trail.

The *Comprehensive Management and Use Plan* (“CMP”) for the Trail, dated April 1996, outlines objectives and practices to be observed in the management of the Trail and identifies significant potential Trail components, procedures for nonfederal certification, and the process to mark the Trail.

City agencies were consulted in the preparation and approval of the CMP.

The City has potential to provide significant segments of the Trail along the historic route beside or parallel to the Salinas River.

The objective of this Agreement is to cooperate with one another for the mutual benefit of NPS and City and for the general benefit of the people of the United States and future generations through enhancement of public access to and awareness of the Juan Bautista de Anza National Historic Trail.

ARTICLE II – AUTHORITY

The authority for this Agreement is the National Trails System Act 16 USC §1241-1252.

ARTICLE III -- STATEMENT OF WORK

A. The NPS and the City mutually agree to:

1. Establish individual coordinators within each administering agency for Trail administration activities.
2. Adopt the Juan Bautista de Anza National Historic CMP and manage the trail’s resources as appropriate and feasible.

3. Keep each other informed and consult periodically on management problems pertaining to the Trail.
4. Subject to the availability of funds and personnel, provide assistance at the request of either party for the planning and development of facilities, acquisition of land, and the administration of the Trail.

B. NPS agrees to:

1. Provide the City with Trail markers in accordance with the marking program established in the *CMP*,
2. Upon request and as funds permit, provide technical assistance for planning access, protection, facilities, interpretation, and other aspects of management of the Trail.
3. Support efforts that promote the Trail as a single, integrated system.
4. Review/approve Trail segments submitted by the City for certification.

C. The City agrees to:

1. Submit Trail segments, as they become available for public use, for review and certification by NPS.
2. Mark the Trail, as segments within City jurisdiction are completed, with markers furnished by the NPS, and Subject to the availability of funds and personnel, maintain the Trail markers erected.
3. Subject to the availability of funds and personnel, administer, manage, protect, and maintain Trail sites and segments within City jurisdiction in accordance with the purpose of the Trail and the *CMP*.
4. Subject to availability of funds and personnel, develop, operate, and maintain public access, interpretive and recreational opportunities, and visitor use facilities in accordance with the *CMP*, and recommend appropriate City facilities to house NPS interpretive media or to receive NPS technical assistance.

ARTICLE IV -- TERM OF AGREEMENT

This Agreement will remain in effect for five years, beginning on the date of the last signature below. This Agreement may be renewed upon mutual agreement between the Parties.

ARTICLE V -- KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are

1. For the NPS

Meredith Kaplan, Superintendent
Juan Bautista de Anza National Historic Trail
1111 Jackson Street, Suite 700
Oakland, CA 94607
Telephone: 510-817-1438
Email: meredith_kaplan@nps.gov

1. For the City

Tina Ryder, City Planner
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446
Telephone: 805-237-3970
Email: tryder@prcity.com

ARTICLE VI -- PRIOR APPROVAL

Any use of the official Trail marker for other than marking certified trail sites and segments shall be approved by the NPS. The NPS will provide the City with digital files for the marker.

ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES

Not applicable

ARTICLE VIII -- PROPERTY UTILIZATION

Not applicable

ARTICLE IX -- MODIFICATION AND TERMINATION

- A. Modifications to this Agreement may be proposed by either Party and shall become effective upon written approval by both parties.
- B. This Agreement may be terminated upon 60 days advance written notice given by one of the parties to the other, or it may be terminated earlier by mutual consent of both Parties.

ARTICLE X -- STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the cooperators agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, age, sex, or national origin. The cooperators will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, age, sex, or national origin. No otherwise qualified individual will be denied access to a program or activity solely on the basis of a handicap.

B. Promotions

The City will not publicize or otherwise circulate promotional materials (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which state or imply governmental, departmental, bureau, or government employee endorsement of a product, service, or position which the Museum represents. No release of information relating to this Agreement may state or imply that the government approves of the City's work product or considers the City's work product to be superior to other products or services.

C. Public Information Release

1. Public Information

- (a) The City will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

- (b) The City will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official, who will forward such materials to the public affairs office, along with the request for approval.

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to the Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties

contributing to the publication In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

XI. SIGNATURES

In witness whereof, the parties hereto have executed this Agreement as of the last date written below:

For the National Park Service

Name _____
Jonathan B. Jarvis
Regional Director, Pacific West Region

Date _____

Name _____
Meredith Kaplan
Superintendent, Juan Bautista de Anza NHT

Date _____

For City of Paso Robles

Name _____

Title _____