

**AMENDMENT NO. 9 OF
NAPA COUNTY AGREEMENT NO. 1654**

SKYLINE WILDERNESS PARK CONCESSIONAIRE AGREEMENT

THIS AMENDMENT NO. 9 OF NAPA COUNTY AGREEMENT NO. 1654 is entered into on the 25th day of November , 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “County”, and SKYLINE PARK CITIZENS’ ASSOCIATION, INC., a California non-profit corporation, hereinafter referred to as “Skyline Association.”

RECITALS

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

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

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

WHEREAS, County and State are presently negotiating the purchase of Skyline Park by County, the consummation of which is foreseen within the next year;

WHEREAS, County and Skyline Association mutually desire to extend the term of the Agreement, allow for extensions of less than five years going forward, and remove language that would prohibit renewal of the Agreement upon termination of the State Lease Agreement, and make other needed technical revisions; and

WHEREAS, Skyline Association timely requested an extension of the Agreement on August 15, 2024; and

WHEREAS, Skyline Association has performed satisfactorily under the terms of the Agreement.

TERMS

NOW, THEREFORE, County and Association hereby extend Agreement No. 1654, as amended through Amendments No. 1 through 8 to Agreement No. 1654, with the following modifications:

1. Paragraph 1 is hereby amended to read in full as follows:
 1. Term. The original term of this Agreement shall be for five years, commencing on February 20, 1980. Pursuant to exercise by Skyline Association of its options to extend as provided in Paragraph 13 of this Agreement, the term of this Agreement has been extended thereafter for nine additional terms, with the ninth extended term commencing on February 20, 2025 and terminating on February 19, 2026. Extension of the term after February 19, 2026 shall be subject to the options and conditions set forth in Paragraph 13.

2. Paragraph 2 is hereby amended to read in full as follows:
 2. Premises. County hereby grants authority to Skyline Association to maintain and operate, and Skyline Association hereby takes said authority from County, for the term and upon the terms and conditions set forth herein, all that certain real property (the property) in the County of Napa, State of California depicted in Exhibit A-1 (attached to Amendment No. 6 of the Agreement and incorporated by reference herein) depicting Skyline Wilderness Park, the River to Ridge Trail, and the easement held by County over which the River to Ridge Trail passes excepting therefrom the waters of Lake Marie, the waters of Camille Creek, the structure of Lake Marie Dam, and any valves, pumps, weirs, diversions, or other water system improvements associated therewith. The property maintained and operated by Skyline Association shall also include the unnamed trail which crosses the Lake Marie Dam subject to County preemption should it, in County's sole discretion, become necessary in the future to close said trail to accomplish dam maintenance or removal.

3. Paragraph 10 is hereby amended to read in full as follows:
 10. Insurance. Skyline Association shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:
 - a. Workers' Compensation insurance. To the extent required by law during

the term of this Agreement, Skyline Association shall provide workers' compensation insurance for the performance of any of Skyline Association's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide County with certification of all such coverages upon request by County's Risk Manager.

- b. Liability insurance. Skyline Association shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:
 1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Skyline Association or any officer, agent, or employee of Skyline Association under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
 2. Professional Liability/Errors and Omissions. RESERVED
 3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Skyline Association's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Skyline Association owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If Skyline Association or Skyline Association's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Skyline Association shall provide evidence of personal auto liability coverage for each such person upon request.
- c. Certificates of Coverage. All insurance coverages referenced above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage

acceptable to County's Risk Manager, which shall be filed by Skyline Association with the County's Risk Manager prior to commencement of performance of any of Skyline Association's duties.

1. The certificate(s) or other evidence of coverage shall reference this Agreement by its County agreement number; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; 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 and for the comprehensive automobile liability insurance coverage where the vehicles are covered by a commercial policy rather than a personal policy, Skyline Association shall also file with the evidence of coverage an endorsement from the insurance provider naming County, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Skyline Association shall file an endorsement waiving subrogation with the evidence of coverage.
3. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Skyline Association not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Skyline Association under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. 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 County's Risk Manager, Skyline Association shall provide or arrange for the insurer to provide within thirty (30) days of

the request, certified copies of the actual insurance policies or relevant portions thereof.

- d. Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Skyline Association by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, their officers, employees, agents and volunteers or Skyline Association shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- e. Inclusion in Subcontracts. Skyline Association 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 10.

4. Paragraph 11 is hereby amended to read in full as follows:

11. Assignment. Skyline Association shall not assign this agreement without the prior written consent of County or its successor. In the event that County completes the purchase of Skyline Park, County may assign this agreement and/or any of its rights under this agreement to the Napa County Regional Park and Open Space District.

5. Paragraph 13 is hereby amended to read in full as follows:

13. Option to Extend. Skyline Association may, at its option, extend the ninth extended term of this agreement for four (4) additional periods of one (1) year each, subject to all the provisions of this agreement. Skyline Association's right to said Option to Extend is subject to:

A. The following conditions precedent:

- (i.) This agreement being in effect at the time notice of exercise is given.
- (ii.) Skyline Association's not being in default under any provision of this agreement at the time notice is given.
- (iii.) County or its successors having a continuing leasehold or fee title interest in Skyline Park.

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

6. Except as provided in Paragraphs 1 through 5, above, the terms and provisions of the Agreement shall remain in full force and effect as last amended.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 9 to Napa County Agreement No. 1654 as of the date first above written.

SKYLNE PARK CITIZENS' ASSOCIATION, INC

A California non-profit corporation

By:  Keith Kimbrough

Title: President

By:  Joseph L. Vicencio

Title: Vice President

"Skyline Association"

NAPA COUNTY, a political subdivision of the State of California

By: _____

, Chair of the Board of Supervisors
"County"

<p>APPROVED AS TO FORM</p> <p>Office of County Counsel</p> <p>By: <i>Chris R.Y. Apallas</i> Deputy County Counsel</p> <p>Date: October 30, 2024</p> <p>Doc. No. 122063_2</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST:</p> <p>Clerk of the Board of Supervisors</p> <p>By: _____</p>
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