

NAPA COUNTY AGREEMENT N^o. A-8700

NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
AGREEMENT N^o. 25-__

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this __ day of ____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, COUNTY is the owner of certain real property, rights-of-way, and/or easements upon which it desires to provide public access for park, trail, and open space purposes; and

WHEREAS, DISTRICT is a special district of the State of California, organized under section 5500 et seq of the California Public Resources Code for the purpose of protecting open space and natural resources and providing public outdoor recreational opportunities; and

WHEREAS, pursuant to NAPA COUNTY Grant Agreement No. A-180086B COUNTY annually grants to DISTRICT 80% of COUNTY's Community Investment Fund to be used for parks and open space operations and planning; and

WHEREAS, pursuant to NAPA COUNTY Agreement No. 6781 COUNTY provides DISTRICT with certain administrative, planning, accounting, auditing, legal, treasury and other support services, as authorized by Public Resources Code section 5538.4, for which DISTRICT quarterly reimburses COUNTY its full cost; and

WHEREAS, DISTRICT has managed the public recreational use of COUNTY's Oat Hill Mine Trail since April 2007 consistent with the terms of COUNTY Agreement No. 6782 Exhibit A, Addendum 1; and

WHEREAS, DISTRICT has managed the public recreational use of the Napa River and Bay Trail on a portion of COUNTY's Soscol Ferry Road since April 2010 consistent with the terms of COUNTY Agreement No. 6782 Exhibit A Addendum 2; and

WHEREAS, COUNTY and DISTRICT mutually desire to revise and extend those management agreements by and between themselves previously in effect regarding the Oat Hill Mine Trail and the Napa River and Bay Trail; and

WHEREAS, COUNTY and DISTRICT mutually desire to expand the scope of their management agreements for park, trail, and open space purposes to include those other real properties, rights-of-way, and/or easements incorporated herein.

TERMS

NOW, THEREFORE, COUNTY and DISTRICT agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall continue as long as COUNTY Grant Agreement No. A-180086B, or any successor agreement with substantively similar terms, remains in effect, unless terminated earlier in accordance with Paragraphs 7 (Termination for Cause) or 8 (Termination for Convenience); except that the obligations of the parties under Paragraphs 5 (Insurance) and 6 (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 DISTRICT to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraph 13 (Access to Records/Retention).
2. **Scope of Management.** COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational uses those facilities as described more fully in Exhibit "A", attached hereto and incorporated by reference herein.
3. **California Environmental Quality Act (CEQA) Compliance.** DISTRICT shall be CEQA lead agency for any activity undertaken by DISTRICT or on DISTRICT's behalf pursuant to this Agreement.
4. **Independent Contractor.** DISTRICT shall perform this Agreement as an independent contractor. Excepting those COUNTY employees contracted to DISTRICT by COUNTY pursuant to NAPA COUNTY Agreement No. 6781, DISTRICT and the officers, agents and employees of DISTRICT are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. DISTRICT shall, at DISTRICT's own risk and expense, determine the method and manner by which duties imposed on DISTRICT by this Agreement shall be performed.
5. **Insurance.** COUNTY and DISTRICT 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 coverages:
 - (a) Workers' Compensation insurance (DISTRICT). To the extent required by law during the term of this Agreement, DISTRICT shall provide workers' compensation insurance for the performance of any of DISTRICT's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. DISTRICT shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.
 - (b) Liability insurance (DISTRICT). DISTRICT shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages:
 1. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than THREE MILLION DOLLARS (\$3,000,000) 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 the DISTRICT or any officer,

agent, or employee of the DISTRICT 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 the party's business of not less than ONE MILLION (\$1,000,000) combined single limit per occurrence.

(c) Liability insurance (COUNTY). COUNTY shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage:

1. CGL insurance coverage (personal injury only) of not less than THREE MILLION DOLLARS (\$3,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person arising from the acts or omissions of the COUNTY or any officer, agent, or employee of the COUNTY under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(d) Certificates. All insurance coverages referenced in 5(b), 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; shall reference this Agreement by its number or title and department; shall be kept current during the term of this Agreement; shall provide that DISTRICT and the COUNTY OF NAPA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 5(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 5(b)(3) the parties shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT and the COUNTY OF NAPA, their officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of the parties not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT and/or the COUNTY OF NAPA shall pertain only to liability for activities of the parties under this Agreement, and that the insurance provided is primary coverage to DISTRICT and the COUNTY OF NAPA with respect to any insurance or self-insurance programs maintained by DISTRICT or the COUNTY OF NAPA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, the DISTRICT 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 COUNTY's Risk Manager.,

(e) Inclusion in Subcontracts. DISTRICT agrees to require any 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 5.

6. **Hold Harmless/Defense/Indemnification.**

(a) DISTRICT's Obligation. DISTRICT shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, partners or employees.

(b) COUNTY's Obligation. COUNTY shall indemnify, defend, and hold harmless DISTRICT, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of COUNTY, its officers, agents, partners or employees.

7. **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 thirty (30) 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 ten (10) 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 COUNTY for cause.

8. **Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than one hundred eighty (180) days prior written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by either party unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY 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 COUNTY for the convenience of COUNTY.

9. **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

NCRPOSD
c/o General Manager
1443 Main Street, Suite 135
Napa, CA 94559

COUNTY

Napa County
c/o Public Works Director
1195 Third Street, First Floor
Napa, CA 94559

10. **Assignment.** A consideration of this Agreement is the personal reputation of DISTRICT; therefore, DISTRICT shall not assign any interest in this Agreement without the prior written consent of COUNTY, which shall not be unreasonably withheld. Provided, however, DISTRICT may designate employees and independent contractors it deems appropriate to implement this Agreement in its sole and absolute discretion. For purposes of this subparagraph, the consent of COUNTY may be given either by its County Executive Officer or the County Director of Public Works.

11. **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.

12. **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.

13. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of DISTRICT 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, DISTRICT shall maintain all required records for at least seven (7) years.

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

15. **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.

[Remainder of page left blank intentionally]

16. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

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

By _____
CHRISTOPHER M. CAHILL, its General Manager

"DISTRICT"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Ryan FitzGerald</i></p> <p>Date: July 31, 2025</p> <p>Doc. No. 135711_2</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>
<p>APPROVED AS TO FORM District Counsel</p> <p>By: <i>Chris Apallas</i></p> <p>Date: August 4, 2025</p> <p>Doc. No. 135711_2</p>	<p>ATTEST: District Secretary</p> <p>By: _____</p>	

Exhibit A

Scope of Management

Oat Hill Mine Trail Management and Operation

1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use portions of the Oat Hill Mine Road and Aetna Springs Road.
2. The portion of the Oat Hill Mine Road covered by this Agreement extends from the junction of Highway 29 and Silverado Trail adjacent to the City of Calistoga, to the junction of the Oat Hill Mine Road and Aetna Springs Road.
3. The portion of the Aetna Springs Road covered by this Agreement extends from the junction of the Oat Hill Mine Road and Aetna Springs Road to a point 0.27 miles easterly where Cedar Canyon Creek crosses the road.
4. Improvements covered by this Agreement include installation of informational signage, benches, railings and fencing, erosion control modifications and structures, trail grading to improve drainage and facilitate travel, and other improvements associated with and appropriate for non-motorized recreational trail use.
5. Operation and management activities covered by this Agreement include trimming plants, restoring vegetation, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.
6. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.

Napa River and Bay Trail - Soscol Ferry Road Management and Operation

1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use the westernmost approximately 1,100 feet of Soscol Ferry Road which is no longer open for motorized use.
2. The portion of Soscol Ferry Road covered by this Agreement starts at the existing entrance gate for the Napa Sanitation District wastewater treatment facility, and extends westerly through the Soscol Ferry Road right-of-way to the Napa River.
3. Improvements covered by this Agreement include installation of informational signage, repair of fencing, installation of a new pedestrian, minor grading and installation of an all-weather travel surface, as generally described in the Napa River/San Francisco Bay Trail Feasibility Study prepared for the DISTRICT and dated September 5, 2007.
4. Operation and management activities covered by this Agreement include trimming plants, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.
5. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.

Old Howell Mountain Trail Management and Operation

1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use the Old Howell Mountain Trail, being a portion of the former Old Howell Mountain Road abandoned as a public road by the Napa County Board of Supervisors on _____, 2025 pursuant to Resolution No. _____.
2. The Old Howell Mountain Trail has a southern terminus at the St Helena city limits and extends northerly along the former Old Howell Mountain Road right of way for approximately 2.5 miles north to a northern terminus at the gated roadway closure adjacent to Sulman Lane.
3. Improvements covered by this Agreement include installation of informational signage, benches, railings and fencing, erosion control modifications and structures, trail grading to improve drainage and facilitate travel, and other improvements associated with and appropriate for non-motorized recreational trail use.
4. Operation and management activities covered by this Agreement include trimming plants, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.
5. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.