

**Mutual Agreement
Between the
United States Department of the Interior
National Park Service
Redwood National Park
and the
State of California
Department of Parks and Recreation
And the
County of Humboldt
to**

Provide Maintenance of the Davison Road, Hiltons Road, Redpark Road, and Bald Hills Road

This Agreement is entered into by and between the United States Department of the Interior, National Park Service, Redwood National Park (hereafter referred to as NPS), the State of California, Department of Parks and Recreation (hereafter referred to as CDPR), and the County of Humboldt (hereafter referred to as the County). Throughout this Agreement, the NPS, CDPR, and the County may jointly be referred to as the "Parties."

Article I Authority, Background, and Objectives

The NPS enters into this Agreement pursuant to the following:

- A. 54 U.S.C. § 100301-100302 authorizes the NPS to promote and regulate the use of the federal areas known as national parks, monuments, and reservations by such means and measures as conform to the fundamental purpose of the parks, monuments and reservations, which purpose is to conserve the scenery and natural and historic objects and wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.
- B. Public Law 95-250 (92 Stat. 163, 16 U.S.C. 79b), expanding Redwood National Park, authorizes the Secretary of the Interior, acting through the NPS, to acquire all or part of existing publicly owned highways and roads within the boundaries of the park as he may deem necessary for park purposes. Until such highways and roads have been acquired, the Secretary of the Interior may cooperate with appropriate State and local officials in patrolling and maintaining such roads and highways.
- C. Public Law 105-83, FY 98 Interior Appropriations Act, § 501G), 111 Stat. 1614, authorizes the Secretary of the Interior to enter into agreements with the State of California for the cooperative management of Redwood National Park and proximate State lands.

Agreement Number G8480190001, a Cooperative Management Agreement between the NPS and California Department of Parks and Recreation (CDPR) for the Cooperative Management of Redwood National and State Parks (RNSP or park), obligates the NPS and CDPR to the extent practicable, to commit their respective resources, staff, equipment, and facilities assigned to RNSP, for the common protection of all resources contained within RNSP.

Davison Road

Davison Road (County Road No. 4R400) is a public road maintained by the County of Humboldt (County) and lies within the boundaries of RNSP. Per the County Road Log, the County maintains 3.65

miles of Davison Road beginning at U.S. 101. See Exhibit "A" for a map showing the approximate location of the road.

Davison Road within RNSP is used primarily by park employees and visitors to access the Gold Bluffs beach area of RNSP. The Parties are dedicated to maintaining Davison Road as a public road.

Hiltons Road

Hiltons Road (County Road No. 4Q050) is a public road maintained by the County and lies for most of its length within the boundaries of RNSP. Per the County Road Log, the County maintains 1.41 miles of Hiltons Road beginning at U.S. 101. See Exhibit "A" for a map showing the approximate location of the road. That portion of Hiltons Road subject to the terms of this Agreement begins at the intersection of Hiltons Road and the lane leading to RNSP's former South Operations Center and continues a distance of 1.3 miles to the RNSP gate. The road consists of a 16-18-foot-wide asphalt and gravel surface with grades of up to twenty percent.

Hiltons Road is used primarily by RNSP employees and contractors to access the West Side Access area of RNSP. It is also used to access a small number of private residences. The Parties are dedicated to maintaining Hiltons Road as a public road.

Redpark Road

Redpark Road (County Road No. 4S100) is a public road maintained by the County and lies within the boundaries of RNSP. Per the County Road Log, the County maintains 0.85 miles of Redpark Road beginning at Newton B. Drury Scenic Parkway, or the old U.S. 101, and extending to the Humboldt/Del Norte County line. See Exhibit "A" for a map showing the approximate location of the road. Redpark Road previously served as the southern 0.85 miles of Coastal Drive, a scenic road maintained by the NPS but was closed in 2012. Redpark Road now serves as an access point to various trails within RNSP. The Parties are dedicated to maintaining Redpark Road as a public road.

Redpark Road is used primarily by RNSP employees and visitors as access to trail heads. Also, the road provides an alternate access to the California Department of Corrections Alder Camp facility.

Redpark Road is approximately 10 miles from the nearest Humboldt County maintained road. Thus, an inordinate amount of travel time is spent by County staff to maintain less than a mile of road. The RNSP has the equipment and staff available to maintain the road to a standard satisfactory to the County.

Bald Hills Road

Bald Hills Road (County Road No. F4R300) is a public road maintained by the County. Sections of this road are within and along the boundaries of RNSP and provide visitor access to many RNSP destinations and viewing opportunities. Per the County Road Log, the County maintains 32.19 miles of Bald Hills Road beginning at U.S. 101. See Exhibit "A" for a map showing the approximate location of the road.

General

The Parties are dedicated to satisfactorily maintaining the above-mentioned roads. Budget constraints within the County threaten achievement of the level of maintenance desired for the above-mentioned roads. NPS and CDPR have the equipment and staff available to maintain the roads to a standard satisfactory to the Parties. They may perform these functions interchangeably subject to other agreements. The Parties will collaborate to provide assistance when larger maintenance needs arise such as trucking,

manpower, and equipment needs. The County waives all NPS and CDPR encroachment permit requirements to maintain the above-mentioned roads.

Article II Statement of Work

Davison Road

A. The NPS and CDPR agree to:

1. Provide vehicular access for park visitors to the Gold Bluffs area of the park, either on the existing Davison Road or an alternate alignment, except for closures due to emergencies or for routine maintenance.
2. Maintain those portions of the Davison Road situated within the park's boundaries. Maintenance will include all roadway components, such as surface and base, shoulders, drainage structures, and signs.
3. Enforce vehicle and traffic safety regulations along Davison Road in accordance with Part 4, Title 36 of the code of Federal Regulations.
4. Continue to make modifications to the roadway and appurtenances to address safety hazards, to minimize resource degradation, and to provide improved access for park visitors and other users of the road.
5. Provide for inspection of Prairie Creek Bridge (County Bridge No. 04C0193) at Post Mile 0.20 on Davison Road through the Federal Lands Highway Program as long as that agency is willing to conduct such inspections.
6. Not assign or transfer this agreement nor any rights or obligations arising under this agreement. Neither NPS nor CDPR shall be authorized to subcontract out any of the work to be performed on Davison Road without express written approval of the County.

B. The County agrees to:

1. Provide annually to RNSP at no cost, 300 cubic yards of 1 to 1 ½" minus crushed rock meeting the annual specifications for the material available at that time provided by the County for approval by RNSP as found in Exhibit B, delivered to a staging area near Davison Road on RNSP property for use by RNSP for maintenance of Davison Road. The County will notify RNSP 30 days in advance of materials' delivery with the intent to deliver materials in late spring.
2. Seek funding as opportunities arise to contribute to the maintenance of Davison Road including general improvements and reconstruction aimed at reducing annual maintenance requirements and conducting bridge inspections if the Federal Lands Highway Program is not willing or able to conduct such inspections.

Hiltons Road

A. The NPS and CDPR agree to:

1. Provide vehicular access to the public for residence along Hiltons Road, except for closures due

to emergencies.

2. Maintain those portions of the Hiltons Road situated within the park's boundaries. Maintenance will include all roadway components, such as surface and base, shoulders, drainage structures, and signs.
3. Enforce vehicle and traffic safety regulations along Hiltons Road in accordance with Part 4, Title 36 of the code of Federal Regulations.
4. Not assign or transfer this agreement nor any rights or obligations arising under this agreement. Neither NPS nor CDPR shall be authorized to subcontract out any of the work to be performed on Hiltons Road without express written approval of the County.
5. Continue to make modifications to the roadway and appurtenances to address safety hazards, to minimize resource degradation, and to provide improved access for park staff and other users of the road.
6. Collaborate as needed with the County to maintain areas of Hilton Road between U.S. 101 and RNSP boundary.

B. The County agrees to:

1. Provide annually to RNSP at no cost, 75 cubic yards of 1 to 1 ½" minus crushed rock meeting the annual specifications for the material available at that time provided by the County for approval by RNSP as found in Exhibit B, delivered to a staging area in Orick. The County will notify RNSP 30 days in advance of materials' delivery with the intent to deliver materials in late spring.
2. Seek funding as opportunities arise to contribute to the maintenance of Hiltons Road including general improvements and reconstruction aimed at reducing annual maintenance requirements.

Redpark Road

A. The NPS and CDPR agree to:

1. Maintain public vehicular access on Redpark Road to the Humboldt/Del Norte County line, either on existing Redpark Road or an alternate alignment, except for closures due to emergencies or routine maintenance.
2. Maintain those portions of the Redpark Road situated within the park's boundaries. Maintenance will include all roadway components, such as surface and base, shoulders, drainage structures, and signs.
3. Continue to make modifications to the roadway and appurtenance to address safety hazards, to minimize resource degradation, and to provide improved access for park visitors and other users of the road.
4. Make every reasonable effort to maintain Redpark Road to the end of the County maintained portion.
5. Enforce vehicle and traffic safety regulations along Redpark Road in accordance with Part 4, Title 36 of the code of Federal Regulations.

6. Not assign or transfer this agreement nor any rights or obligations arising under this agreement.

B. The County agrees to:

1. Seek funding as opportunities arise to contribute to the maintenance of Redpark Road including general improvements and reconstruction aimed at reducing annual maintenance requirements.

Bald Hills Road

A. The Parties agree to:

1. Collaborate to ensure that the road through RNSP lands is maintained to satisfactory condition to meet visitor expectations of desirable experiences within and along RNSP boundaries.

Article III Term of Agreement

This Agreement shall commence upon the date of final signature, with the initial term extending from the date of final signature for a period of ten (10) years. This agreement shall renew automatically every year on said date upon the same terms and conditions herein, unless it is modified or terminated earlier by one of the parties pursuant to Article VI that follows.

Article IV Key Officials

A. For the NPS:

Chief of Facility Management
Redwood National and State Parks
1111 Second Street
Crescent City, California 95531
707-465-7303

B. For the CDPR:

Deputy District Superintendent
Redwood National and State parks
California State Parks
1111 Second Street
Crescent City, California 95531
707-465-7731

C. For the County

Director of Public Works
County of Humboldt
1106 Second Street
Eureka, California 95501

Article V Property Utilization and Disposition

Any tools, equipment or other property supplied by a party shall remain its own. Each party agrees to properly maintain and safeguard its own property.

Article VI Modification and Termination

- A. This Agreement may be modified only by a written instrument executed by the Parties.
- B. Any party may terminate this agreement by providing the other parties with sixty (60) days advance written notice. In the event that one party provides the other parties with notice of its intention to terminate, the Parties shall meet promptly to discuss the reasons for the notice and try to resolve their differences amicably. The Parties commit to using every reasonable means available to try to avoid terminating this Agreement.

Article VII Standard Clauses

- A. **Non-discrimination** – All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d et. seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et. seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, nation origin, disabilities, religion, age, or sex.
- B. **Lobbying Prohibition** – 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 – No part of the money appropriated by enactment of Congress shall, in the absence of expressed authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communication to such Members or officials, at his request or to Congress of such officials, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of Section 1352(a) of Title 31.
- C. **Anti-Deficiency Act** – Pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- D. **Public Information Release** – The County must obtain prior approval from RNSP, for any public information release which refers to CDPR or the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the

proposed release must be submitted with the request for approval. This clause does not prohibit the County from responding to requests for information from members of the public, the press, or other parties pursuant to California Government code §6250.

E. Liability Provisions –

1. Pursuant to the Federal Tort Claims Act, as amended (28 U.S.C. § 2671, et seq.), the NPS will diligently process all claims for compensatory money damages for damage to, or loss of, property or personal injury or death occurring on the lands covered by this Agreement caused by the negligent or wrongful act or omission of any employee of the NPS while acting under the scope of his/her office or employment under circumstances where the NPS, if a private person, would be liable in accordance with the laws of the place where the act or omission occurred.
2. Where a suit arising out of any aforesaid damage to, or loss of, property or injury or death is filed against the County, in state court, the NPS, when requested by the County, will cooperate by requesting that the U.S. Attorney seek removal of said suit to the U.S. District court and defend said suit. The NPS will pay any damage where it is determined that the damage to, or loss of, property or personal injury or death occurring on the lands covered by this Agreement was caused by the negligent or wrongful act or omission of any employee of the NPS while acting within the scope of his/her office or employment under circumstances where the NPS, if a private person, would be liable in accordance with the laws of the place where the act or omission occurred, as provided in the Federal Tort claims Act.
3. Further, the NPS agrees that the use of the land by its employees and Volunteers in the Park (VIPs) shall be affected with all reasonable diligence and precaution to avoid damage to the land, property, or personnel of the County (See 28 U.S.C. 1491.).

F. Assignment – No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

G. Member of Congress – Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

H. Non-Exclusive Agreement – This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

I. Survival – Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.

J. Partial Invalidity – If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article VIII Authorized Signatures

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.


For the National Park Service:

RANDOLPH LAVASSEUR Digitally signed by RANDOLPH LAVASSEUR
Date: 2020.07.22 08:51:35 -07'00'

Regional Director
Interior Region 10, National Park Service

Date

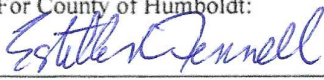
For the California Department of Parks and Recreation:

 VICTOR BTELASAK

District Superintendent, North Coast Redwoods
California Department of Parks and Recreation

Date 7/22/2020

For County of Humboldt:



Chairperson, Humboldt County Board of Supervisors
Estelle Fennell

Date 8/25/2020

EXHIBIT A

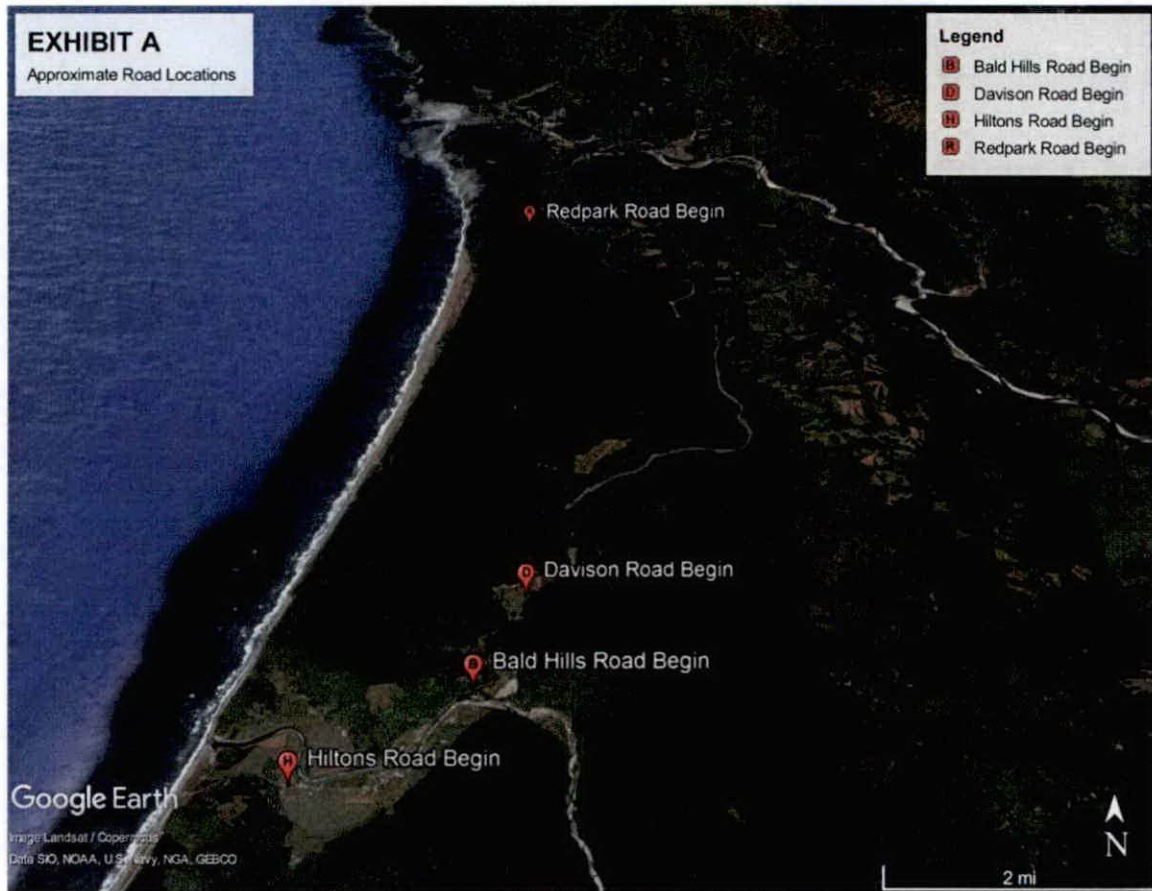


EXHIBIT B

Standard Aggregate Grading Worksheet

CT 202 Sieve Analysis (November 2011) - CT 217 Sand Equivalent (June 2011) - CT 229 Durability (June 2011)

Humboldt County Materials Testing Lab - 1106 Second Street, Eureka Ca 95501

Project Name:	Base For State Parks	Date:	11/18/2019	Grading By:	JP / BCM	Test #	19-134(B)			
Project #:	NA	Durability - CT 229			Sand Equivalent - CT 217			4 tins Wt. =	561	
Sample Date:	11/15/2019	By:	JP / BCM	By:	JP / BCM	Scale # RL 6534				
Sampled By:	BCM	Coarse =	0.8	78	#1	3.4	=	40	Thermometer #	AC12495
Sampled From:	Quarry Stockpile					8.6			Solution Temp F =	70
Material Type:	Class 3 AB 1 1/2"	Fine =	3.5	57	#2	3.6	=	38	Average =	40
Supplier:	Worswick Quarry		6.1			9.7				
Contractor:	Roads Department	Spec. Min.	=	35	#3	3.6	=	40	Spec Min. =	21
						9.2				

Total Sample Weight	5,885	grams	Coarse Wt. - Scale # RL 5143				Fines Wt. - Scale # RL 5143				Final % Passing	% Passing Specs
Scale # RL 3075							507	grams				
			Cum. Wt.	%	%		Cum. Wt.	%	%	%		
Sieve Size			Ret. Gr.	Retained	Passing		Ret. Gr.	Retained	Passing	Used		
75 mm - 3"												
63 mm - 2 1/2"												
50 mm - 2"			0	0.0	100.0							
37.5 mm - 1 1/2"			0	0.0	100.0							
25 mm - 1"			145	2.5	97.5							
19 mm - 3/4"			615	10.5	89.5							
12.5 mm - 1/2"			1895	32.2	67.8							
9.5 mm - 3/8"			2633	44.7	55.3							
4.75 mm - #4			4218	71.7	28.3							
2.36 mm - #8			Fine Sieve Set # B			161	31.8	68.2	19.3	19		
1.18 mm - #16						231	45.6	54.4	15.4	15		
6000 um - #30						287	56.6	43.4	12.3	12		
300 um - #50						362	71.4	28.6	8.1	8		
150 um - #100						409	80.7	19.3	5.5	5		
75 um - #200						441	87.0	13.0	3.7	4		
						Wash Weight	443					

L / Materials Lab / Worksheets all / 2013 Worksheets / CT 202 Std Grad / excel 2010 / d / April 2013