



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-18

For the meeting of: July 22, 2014

Date: June 19, 2014

To: Board of Supervisors

From: ⁽²⁾ Thomas K. Mattson, Public Works Director

Subject: General Agreement on Maintenance of Hiltons Road, Davison Road and Red Park Road by Redwood National and State Parks

RECOMMENDATION(S): That the Board of Supervisors:

- (1) Approve and authorize the Chairperson to execute the attached General Agreement Number G8480-14-0002 pertaining to Hiltons Road No. 4Q050, Davison Road No. 4R400 and Red Park Road No. 4S100 on behalf of the County in triplicate; and
- (2) Direct the Clerk of the Board to return the executed General Agreements to the Department of Public Works for further processing.

SOURCE OF FUNDING: Road Fund

DISCUSSION: The County has historically entered into Memorandum of Understanding Agreements with Redwood National and State Parks (RNSP) for the maintenance of certain County roads that serve National Park property. Three of the County roads which serve RNSP are Hiltons Road (County Road No. 4Q050), Davison Road (County Road No. 4R400) and Red Park Road

Prepared by W. Arthur Reeve

CAO Approval Amy Nosen

REVIEW:

Auditor _____ County Counsel Sm

Human Resources _____

Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Bass Seconded by Supervisor Sundberg

- Ayes Sundberg, Cavellace, Bohn, Fennell, Bass
- Nays _____
- Abstain _____
- Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: July 22 2014

By: Kathy Hayes

Kathy Hayes, Clerk of the Board

(County Road NO. 4S100). This Agreement will allow Redwood National and State Parks to assist in maintaining these roads with their resources with the County contributing 375 cubic yards of crushed rock and a commitment to work together to seek additional funding to improve the roads.

FINANCIAL IMPACT: The Department of Public Works has crushed rock stockpiled in the area. No new costs are projected.

OTHER AGENCY INVOLVEMENT: Redwood National and State Parks

ALTERNATIVES TO STAFF RECOMMENDATIONS: To not sign the MOA. This option is not recommended by staff as it would result in a reduction in maintenance on the subject roads as the County does not have the additional resources to perform the work provided by Redwood National and State Parks.

ATTACHMENTS: Proposed General Agreement

**General Agreement
between
Redwood National and State Parks
and
The County of Humboldt
To Provide for Maintenance of the Davison, Hiltons and Red Park Roads**

Article I Authority, Background, and Objectives

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 National Park Service (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.

Public Law 105-83, FY 98 Interior Appropriations Act, § 501(j), 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 G8480140002, 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), 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 is a public road owned by the County of Humboldt (County) and lies within the boundaries of RNSP.

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

Hiltons Road

Hiltons Road is a public road owned by the County and lies for most of its length within the boundaries of RNSP. 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-foot wide gravel surface with grades of up to twenty percent.

The portion of Hiltons Road covered by this agreement 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. RNSP and the County are dedicated to maintaining Hiltons Road as a public road.

Red Park Road

Red Park Road is a public road owned by the County and lies within the boundaries of RNSP. Red Park Road serves as the southern 0.85 miles of Coastal Drive, a scenic road maintained by the NPS. RNSP and the County are dedicated to maintaining Red Park Road as a public road.

Red Park Road is used primarily by RNSP employees and visitors as part of Coastal Drive. Also, the road provides an alternate access to the California Department of Correction's Alder Camp facility and private campgrounds and residences located along the Klamath River. Primary access to the latter facilities is via Del Norte County's Klamath Beach Road and Alder Camp Road.

Red Park 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 NPS has the equipment and staff available to maintain the road to a standard satisfactory to the County.

General

Budget constraints within the County threaten achievement of the level of maintenance desired for the above mentioned roads. RNSP has the equipment and staff available to maintain the roads to a standard satisfactory to the County.

Article II Statement of Work

Davison Road

A. RNSP Agrees 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 the bridge on Davison Road through the Federal Lands Highway Program as long as that agency is willing to conduct such inspections.
6. RNSP shall not assign or transfer this agreement nor any rights or obligations arising under this agreement. Neither shall RNSP 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 cu yds of 1" or 3/4" minus crushed rock meeting CDPR specifications delivered to a staging area near Davison Road on RNSP property for use by RNSP for maintenance of Davison Road.
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 conduction bridge inspections if the Federal Lands Highway Program is not willing or able to conduct such inspections.

Hiltons Road

A. RNSP Agrees 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. RNSP shall not assign or transfer this agreement nor any rights or obligations arising under this agreement. Neither shall RNSP 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.

B. The County Agrees to:

1. Provide annually to RNSP at no cost, 75 cu yds of 1" or ¾" minus crushed rock meeting CDPR specifications delivered to a staging area near Hiltons Road on RNSP property for use by RNSP for maintenance of Hiltons Road.
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.

Red Park Road

A. RNSP Agrees to:

1. Maintain public vehicular access on Red Park Road to the Humboldt/Del Norte County line, either on existing Red Park Road or an alternate alignment, except for closures due to emergencies or to routine maintenance.
2. Maintain those portions of the Red Park 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 Red Park Road as a through road in conjunction with Coastal Drive; however, natural processes may result in catastrophic failure and long-term closure of the Coastal Drive.
5. Enforce vehicle and traffic safety regulations along Davison Road in accordance with Part 4, Title 36 of the code of Federal Regulations.
6. RNSP shall 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 Red Park Road including general improvements and reconstruction aimed at reducing annual maintenance requirements.

Article III Term of Agreement

This agreement shall be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article VIII that follows.

Article IV Key Officials

Barney Riley
NPS Chief, Facility Operation and Maintenance Division
Redwood National and State Parks
1111 Second Street
Crescent City, California 95531
707-465-7303

Jeff Bomke
California State Parks
Redwood Coast Sector Manager
1111 Second Street
Crescent City, California 95531
707-465-7332

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

Article V Property Utilization and Disposition

Not Applicable.

Article VI Prior Approval

Not Applicable

Article VII Reports

Not Applicable

Article VIII Modification and Termination

- A. This agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party 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 IX 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. **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.
- C. **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 effected with all reasonable diligence and precaution to avoid damage to the land, property, or personnel of the County (See 28 U.S.C. 1491.).

Article X Authorized Signatures

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

For Redwood National and State Parks:

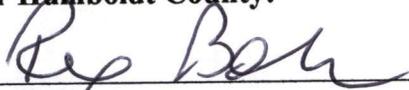
Steve Prokop
Redwood National and State Parks,
National Parks Superintendent

Date

Jeff Bomke
California Department of Parks and Recreation,
Redwood Coast Sector Manager

Date

For Humboldt County:



Rex Bohn
Chairperson, Humboldt County Board of Supervisors

7-22-2014

Date