

BOARD MEETING REMINDER

The **January 8, 2020**
Board meeting will begin
at **10:30 a.m.** at the
**Fresno Metropolitan
Flood Control District
Board Room.**





SAN JOAQUIN RIVER CONSERVANCY

5469 E. Olive Avenue
Fresno, California 93727
Telephone (559) 253-7324
Fax (559) 456-3194
www.sjrc.ca.gov

GOVERNING BOARD

Brett Frazier, Chairperson
*Supervisor,
Madera County Board of Supervisors*

Santos Garcia, *Councilmember
City of Madera*

Steve Brandau, *Supervisor
Fresno County Board of Supervisors*

Mike Karbassi, *Councilmember
City of Fresno*

Kacey Auston, *Director, Fresno
Metropolitan Flood Control District*

Carl Janzen, *Director
Madera Irrigation District*

Julie Vance, *Regional Manager
Department of Fish and Wildlife*

Kent Gresham, *Sector Superintendent
Department of Parks & Recreation*

John Donnelly, *Executive Director
Wildlife Conservation Board*

Bryan Cash, *Assistant Secretary
Natural Resources Agency*

Jennifer Lucchesi, *Executive Officer
State Lands Commission*

Christopher Lief, *Program Budget
Manager
Department of Finance*

Bryn Forhan
Paul Gibson
Vacant
Citizen Representatives

John M. Shelton
Executive Officer

The San Joaquin River Conservancy Governing Board
will hold a regular meeting on
Wednesday, January 8, 2020,
commencing at 10:30 a.m.

Board Meeting Location:

**Fresno Metropolitan Flood Control District
5469 E. Olive Ave., Fresno CA 93727**

The following location is also open to Board members and
the public for attendance via phone conference:

**California Natural Resources Agency
1416 Ninth Street, Ste. 1311
Sacramento, CA 95814**

MEETING AGENDA

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

A. ROLL CALL

A-1 ACTION ITEM: Approve Rotation of Board
Chairperson to the City of Fresno Council Member
Representative, and Vice-Chairperson to the County of
Fresno Board of Supervisors Representative

B. ADDITIONS TO THE AGENDA

Items identified after preparation of the agenda for which
there is a need to take immediate action. Two-thirds vote
required for consideration. (Gov. Code §54954.2(b)(2))

C. POTENTIAL CONFLICTS OF INTEREST

Any Board member who has a potential conflict of interest
may identify the item and recuse themselves from
discussion and voting on the matter. (FPPC §97105)

D. PUBLIC COMMENT & BUSINESS FROM THE FLOOR

Ten minutes of the meeting are reserved for members of the
public who wish to address the Conservancy Board on items
of interest that are not on the agenda and are within the
subject matter jurisdiction of the Conservancy. Speakers
shall be limited to three minutes. The Board is prohibited by
law from taking any action on matters discussed that are not

on the agenda; no adverse conclusions should be drawn if the Board does not respond to the public comment at this time.

E. CONSENT CALENDAR

All items listed below will be approved in one motion unless removed from the Consent Calendar for discussion:

E-1 ACTION ITEM: Approve Minutes of December 4, 2019

E-2 INFORMATION ITEM: Reminder to File Statements of Economic Interest and Complete Biennial Ethics Training, Due Wednesday, April 1, 2020

F. REGULAR SESSION ITEMS

F-1 ACTION ITEM: Authorize Agreement with San Joaquin River Parkway and Conservation Trust, Inc. for a Concession to Provide Public Access and Recreation Services at Sycamore Island and the Van Buren Unit for a Five-Year Term beginning February 2020, as Selected through a Request for Proposals

F-2 ACTION ITEM: Appointment of Board Ad Hoc Committee, Annual Evaluation of Executive Officer

G. ADMINISTRATIVE AND COMMITTEE REPORTS

Information Items. No action of the Board is recommended.

G-1 Organizations' Reports: If time allows, the following oral reports will be provided for informational purposes only, and may be accompanied by written reports in the Board packet.

G-1a. San Joaquin River Parkway and Conservation Trust

G-1b. RiverTree Volunteers

G-2 Deputy Attorney General Report

G-3 Executive Officer Report

G-4 Board Members' Reports and Comments

H. CLOSED SESSION

Before convening in closed session, members of the public will be provided the opportunity to comment on Executive Session agenda items.

H-1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Subdivision (a) of Government Code Section 54956.9.

San Joaquin River Access Corporation v. San Joaquin River Conservancy and specified Board members, Superior Court of California, County of Fresno Case #19CECG01138

I. **NOTICE OF ADVISORY AND BOARD COMMITTEE MEETINGS, OTHER PUBLIC MEETINGS RELATED TO CONSERVANCY MATTERS**

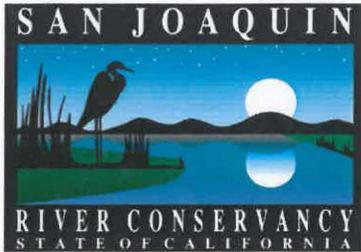
None.

J. **NEXT BOARD MEETING DATE**

The next Board meeting is scheduled for 10:30 a.m. Wednesday, February 5, 2020, location to be determined.

K. **ADJOURN**

Board meeting notices, agendas, staff reports, and approved minutes are posted on the Conservancy's website, www.sjrc.ca.gov. For further information or if you need reasonable accommodation due to a disability, please contact the Conservancy at (559) 253-7324.



SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

January 8, 2020

Item: A-1

TO: San Joaquin River Conservancy
Governing Board

FROM : John M. Shelton, Executive Officer 

SUBJECT: **ACTION ITEM: Approve Rotation of Board Chairperson to the City of Fresno Council Member Representative, and Vice-Chairperson to the County of Fresno Board of Supervisors Representative**

RECOMMENDATION:

It is recommended the Board nominate and elect a new chairperson, the City of Fresno Council Member representative, as provided for in the San Joaquin River Conservancy Act, and a vice-chairperson, the County of Fresno Board of Supervisors Representative, each to serve a two-year term of office.

SUMMARY:

Chairperson

Section 32519 of the San Joaquin River Conservancy Act (Public Resources Code §§ 32500, et seq.) provides that the office of chairperson of the Board shall rotate every two years among the City of Fresno Mayor or designated councilmember, a member of the Madera County Board of Supervisors, and a member of the Fresno County Board of Supervisors.

Madera County Supervisor Brett Frazier served as chairperson during the period from January 2018 through the end of 2019.

In accordance with the San Joaquin River Conservancy Act, upon Board approval the office of chairperson will rotate to the City of Fresno Council Member Representative.

Vice Chairperson

The San Joaquin River Conservancy Act does not specify a vice-chairperson for the Board. However, the Board has created the office of vice-chairperson, filled by the member who will rotate into the position of chairperson in two years. Staff recommends the Board nominate and approve to have the County of Fresno Board of Supervisors Representative serve as vice-chair.



Vanessa Gavina
Staff Services Analyst



STATE OF CALIFORNIA
Gavin Newsom, Governor

MINUTES

WEDNESDAY, DECEMBER 4, 2019
SAN JOAQUIN RIVER CONSERVANCY

Board Meeting Location:

Fresno Metropolitan Flood Control District
5469 E. Olive Ave., Fresno CA 93727
and
California Natural Resources Agency
1416 Ninth Street, Ste. 1311
Sacramento, CA 95814

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State Lands Commission*

Karen Finn, *Program Budget Manager
Department of Finance*

Bryn Forhan
Paul Gibson
Vacant
Citizen Representatives

John M. Shelton
Executive Officer

MEETING AGENDA

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mr. Garcia called the meeting to order at 10:43 a.m. and Ms. Vance led the pledge of allegiance.

A. ROLL CALL

Name	Present	Telecon-ference	Absent	Late
Mr. Frazier			x	
Mr. Garcia	x			
Mr. Brandau			x	
Mr. Bredefeld			x	
Ms. Auston	x			
Mr. Janzen		x		
Ms. Vance	x			
Mr. Gresham	x			
Mr. Donnelly	x			
Mr. Cash	x			
Ms. Lucchesi		x		
Ms. Finn				
Ms. Forhan	x			
Mr. Gibson	x			

Ms. Gavina confirmed a quorum was present.

Mr. Janzen listened to the meeting by phone from a location other than the location on the notice; he was not part of the quorum or eligible to vote. Ms. Halberstadt confirmed he could participate in discussion.

Legal Counsel Present: Deborah Halberstadt, Deputy Attorney General

Staff Present: John Shelton, Executive Officer
Rebecca Raus, Associate Governmental Program Analyst
Vanessa Gavina, Staff Services Analyst
Heidi West, Program Manager, San Joaquin River Conservancy
Projects, Wildlife Conservation Board (WCB)

B. ADDITIONS TO THE AGENDA

Items identified after preparation of the agenda for which there is a need to take immediate action. Two-thirds vote required for consideration. (Gov. Code §54954.2(b)(2))

There were no additions to the Agenda.

C. POTENTIAL CONFLICTS OF INTEREST

Any Board member who has a potential conflict of interest may identify the item and recuse themselves from discussion and voting on the matter. (FPPC §97105)

There were no potential conflicts of interest.

D. PUBLIC COMMENT & BUSINESS FROM THE FLOOR

Ten minutes of the meeting are reserved for members of the public who wish to address the Conservancy Board on items of interest that are not on the agenda and are within the subject matter jurisdiction of the Conservancy. Speakers shall be limited to three minutes. The Board is prohibited by law from taking any action on matters discussed that are not on the agenda; no adverse conclusions should be drawn if the Board does not respond to the public comment at this time.

There were no comments from the floor.

E. CONSENT CALENDAR

All items listed below will be approved in one motion unless removed from the Consent Calendar for discussion:

E-1 ACTION ITEM: Approve Minutes of September 25, 2019

Mr. Garcia asked if there was any questions or comments regarding the previous minutes.

Mr. Gibson stated that page 12 of the minutes was inaccurate because it stated at that “the members unanimously passed the motion as follows”; however, there were three dissenting votes. It was suggested to remove the word “unanimous” from the motion.

E-2 ACTION ITEM: Approve Board Meeting Calendar for 2020

Staff Recommendation: It is recommended the Board approve the schedule for the San Joaquin River Conservancy Governing Board meetings reserved for the 2020 calendar year.

Ms. Vance informed the Board that in regards to the meeting calendar for 2020, there are four dates she will be unable to attend, and hence, will have her alternate present.

Motion: Ms. Forhan moved to approve the Consent Calendar, with the minutes amended as recommended; the motion was seconded by Mr. Gibson. The motion passed as follows:

Roll Call Vote:

Name	YES	NO	ABSTAIN
Mr. Garcia	x		
Ms. Auston	x		
Ms. Vance	x		
Mr. Gresham	x		
Mr. Donnelly	x		
Mr. Cash	x		
Ms. Lucchesi	x		
Ms. Finn	x		
Ms. Forhan	x		
Mr. Gibson	x		

F. REGULAR SESSION ITEMS

F-1 ACTION ITEM: Authorize Bond Funds and Grant to the San Joaquin River Parkway and Conservation Trust to Implement Habitat Enhancement Project at River West Fresno

Staff Recommendation: It is recommended the Board approve \$588,000 in Prop 40 bond funds and a grant agreement with the San Joaquin River Parkway and Conservation Trust to implement the River West Fresno E-Pond Habitat Enhancement Project on 23 acres of Conservancy property within River West Fresno. Wildlife Conservation Board (WCB) authorization would be requested at their February 2020 meeting.

Mr. Shelton stated that we have a written staff report and a proposal from San Joaquin River Parkway and Conservation Trust (SJRPCT) within the packet. The Conservancy has worked with the Wildlife Conservation Board (WCB) to ensure that this application complies with their process also. The SJRPCT is requesting \$588,000 dollars that will come out of Prop 40 bonds. The Wildlife Conservation Board staff are verifying that it is the appropriate bond funding to use and that there are enough remaining funds for this project. This is for twenty-three acres of riparian upland habitat, which is at the E-Pond within the River West properties, and contiguous with an existing enhancement project that at the H- Pond. This proposed project would use some of the same irrigation infrastructure, such as the existing well. Another key portion of this is the plant establishment activities. Within the write up, there are numerous project goals and objectives.

A summary of the project is to establish a self-sustaining native plant community that will achieve a sufficient survival rate and canopy cover, control non-native invasive plants, improve the scenery and recreation activities, provide shade and screening for the future Eaton Trail Extension Project, and to use an adaptive management approach. Planting area is configured to enhance

the River West recreation facilities of the core project and would not negatively impact Alternative 1 if pursued. The proposed planting area is close to the existing well, allowing SJRPCT to connect the new irrigation lines to the existing system. This is a relatively long project, mostly due to the maintenance of the plantings that assures desired survival rates. Also, adding to the project length is the required monitoring and reporting. The majority of the field activities will take place in the first year. Mr. Shelton mentioned that the motivation for having this in today's board meeting is so we could get it to the WCB's Board in time to start the project this growing season, including the need for local nurseries to prepare seedlings and acquire other plant material. The design and environmental review is roughly six months. There will be very little ground disturbance needed other than planting and a little work for some soil characterization. The SJRPCT staff does need a little bit of time to be able to design the irrigation system to make sure that it works. The site preparation, irrigation system, and planting of the vegetation is about a six month process. If this project is approved, then it will go to WCB for authorization at their February 26th Board Meeting. SJRPCT has been successful on a number of restoration projects and do a great job putting them together and then implementing.

Mr. Donnelly stated if there was some reason we were unable to use Prop 40 funds for this project that staff would need to consider the life and age of the funding, in addition to the length of the project. He then inquired of the Board if they would still support the project irrespective of whether or not funds from Prop 84, Prop 12, or Prop 40 are used. He stated that the Conservancy could not use Prop 1 funding because it did not go through the competitive grant process. However, it would be possible to use another source of funding if the Board was fine with the decision.

It was moved by Mr. Gibson and seconded by Ms. Forhan to approve staff's recommendation for Item F-1.

The Roll Call Vote:

Name	YES	NO	ABSTAIN
Mr. Garcia	x		
Ms. Auston	x		
Ms. Vance	x		
Mr. Gresham	x		
Mr. Donnelly	x		
Mr. Cash	x		
Ms. Lucchesi	x		
Ms. Finn	x		
Ms. Forhan	x		
Mr. Gibson	x		

G. ADMINISTRATIVE AND COMMITTEE REPORTS

Information Items. No action of the Board is recommended.

G-1 Organizations' Reports: If time allows, the following oral reports will be provided for informational purposes only, and may be accompanied by written reports in the Board packet.

G-1a. San Joaquin River Parkway and Conservation Trust

Ms. Sharon Weaver, the Executive Director of the San Joaquin River Parkway and Conservation Trust, thanked the Board for approving the latest grant proposal, and stated that they are excited to be closing out the Spano H-Pond project this coming year and to be starting on this new project. She mentioned that whenever she takes visitors down to the site, they are often enthusiastic to see the improvements, and she is eager to do similar work elsewhere.

G-1b. RiverTree Volunteers

Mr. Richard Sloan from the RiverTree Volunteers mentioned that they have been pretty busy over the past couple of months, mostly due to problems of abandoned homeless camps along the river. He reported that as of recent, there were only two active camps near the river from Palm and Nees to Highway 41 (HWY 41). These camps were both against the bluff, pretty close to the HWY 41 Bridge, and not along the River itself. When many of the campers left, they also left a lot of waste, so they are proposing to do a cleanup on December 15th of this area. A trend that he is noticing, besides many hypodermic needles left in the camps, is a number of the homeless people are getting access to bows and arrows. He said that he finds this disturbing, and it adds the element of perceived danger out there along the river.

RiverTree Volunteers is a member of the San Joaquin River Trail Council, and as such, they are pushing the San Joaquin River Trail, which will ultimately go from HWY 99 all the way to the town of Mammoth. Initially, it was perceived as a 75 mile trail along the end of Millerton Lake to Red's Meadow, connecting trails like the Lewis E. Eaton trail, a number of forestry trails, the old French trail (which is a historic trail in Madera County from Matellian Bar up to Clary Meadow). He further stated that they are making some pretty good progress. RiverTree is also in the process of creating a seven mile long trail, that hasn't been there before, along the Fresno side of Redinger Lake to connect the horseshoe bend trail with the Redinger Lake trail. Consequently, he feels they need nine bridges, six of which are in the initial Master Plan for the San Joaquin River Parkway. Hence, they are really interested in the connection between Palm and Nees and Sycamore Island. He mentioned that one bridge is a necessity: the old HWY 41 Bridge gets an awful lot of traffic; and the modernization of that bridge has left no safe lanes for pedestrian or equestrian traffic to cross. He believes the same is going to happen for the reconstruction of the Road 206 Bridge. RiverTree volunteers are hoping that an accommodation will be made for pedestrian/equestrian traffic to cross the San Joaquin River at Friant. He also mentioned that we need to figure out how to get a bridge across the Friant-Kern Canal.

G-2 Deputy Attorney General Report

Ms. Deborah Halberstadt noted that there is nothing to report.

G-3 Executive Officer Report

Mr. Shelton mentioned that he is a new grandfather, and recently took some time off. He showed a picture of his new grandson, Donovan John Bittner. Separately, the Conservancy has had a couple of meetings with WCB staff, one focusing on

grant implementation strategy, and the other focusing on land acquisition strategies. Both meetings included both our land agent, Daniel Vasquez, and our bond manager, Heidi West. Staff also had discussions regarding management between different state agencies to start focusing on things related to our master plan.

An important thing to consider is that there is some work that can be done with the Department of Fish and Wildlife such as getting easements to be able to make the Eaton Trail go from Old Friant Road up to Lost Lake. If we can combine that with our ideas of working with Cemex regarding other potential easements, a trail might actually materialize. However, it relies on a couple of bridges, in which one of those we are already working on with the Tesoro Viejo project. This is our existing bridge that goes between Ledger Island and Ball Ranch. A staff report from the Department of Water Resources says it needs to be replaced since it is not structurally sound, especially for vehicles. We would need to figure out a way to make it structurally sound for people, and, hopefully, also for bicycles, equestrians, and emergency vehicles. The Conservancy has asked that as the State Land's Commission (SLC) goes through the CEQA process, to consider a replacement as part of their alternatives to this. That would allow us to have CEQA coverage, and then it go into a process down the line of getting approval to look at doing an actual design. The other bridge is from the upstream end of Ledger Island back to Fresno County. Although our updated Master Plan has a conceptual layout for the bridge at this location it is not a set area. In a previous Cemex field trip, it was mentioned that that according to their permitting and reclamation plans, there is the ability to work with them. The Conservancy has not approached them for any easements yet, but will get Daniel Vasquez to start examining it to see what can be done. Part of the discussion was how to work through our bond measures and bond funding. We still have over \$30 million in bonds that are directed towards the Conservancy. The priority is to start moving through these, but to not deplete them in too quickly either. We need to show the public that we are actually spending them wisely.

The other project that we have going is a team to work on SMART Objectives for the Parkway. SMART is an acronym that is defined in a couple different ways, but can be thought of as: Specific; Measurable; Achievable; Resilient; and Time bound. The idea behind it is to take policies and goals and make them into specific objectives. The group that it is comprised of are biologists that work both on fisheries and terrestrial issues. Mr. Shelton mentioned that he'd love to be able to do this on a couple other issues such as education and recreation. This is just at its beginning stages and is basically a volunteer effort from the other organizations: American Rivers; Trout Unlimited; San Joaquin River Parkway and Conservation Trust; and the Department of Fish and Wildlife.

We also had a meeting with the Department of Fish and Wildlife's Land Unit. The Land Unit is the one who manages the Ecological Reserves. There was good discussion about the Milburn Unit about how we can move forward and potentially do some grants to work on some of their lands. We are already doing that, but it is the Department of Water Resources who is doing that work (Milburn Pond). Mr. Shelton would like to get the DFW involved and moving forward. Currently, we have one of their staff members who has put together a grant for us in the past for our FINS project up at the hatchery. She did a phenomenal job, and many people were impressed with the project. Her supervisors have said that she is available to

work on grant processes. She was a part of meeting, along with John Battastoni of the Land's Unit. We discussed how to site a trail through the Willow Unit, and how to make smart, efficient boundaries between the Willow Unit and Ball Ranch. The plot lines of the different areas that they control and we control, are not straight lines, and if we have to build fences, straight lines would be more efficient. Since there is a canal ditch that supplies water to the CEMEX plant, it could make a very good location to keep people from going from one area to the other.

Another meeting we had was with the City of Fresno and some of the people from the San Joaquin River Access Coalition regarding bridges. As a result, the Conservancy is collaborating with the City of Fresno to determine options for pedestrian crossing at the HWY 41 Bridge. There may be an option to design a bridge that will cantilever off the old bridge to provide for the Conservancy's multipurpose trail connection between Fresno and Madera counties. For those who haven't followed this process on the old bridge, Caltrans will turn over the ownership and management to the City of Fresno and the County of Madera after finishing their work. There were also talks about other bridges that could be put in place. However, the HWY 41 Bridge is the one that has the opportunity to happen relatively quickly. The first thing we need to know is a ballpark estimate and what our options are. The City of Fresno said they are capable of trying to put an idea together, and if it looks reasonable, we can bring them before the Board and start working on the process.

Mr. Shelton stated that he attended the California Land Conservation Summit at Falling Leaf Lake in October. Mr. Donnelly was also there. It was a productive meeting where they had discussions about how to work within the State of California and other state conservancies. Many land-trust non-profit organization/coalitions were also there, along with the Secretary of Resources. Another group the Conservancy has been working with is the Central California Off Road Cyclists, (CCORC). It's a group of mountain bikers, gravel riders, and some road bikers. We are in the process of figuring out a way of getting CCORC more access out in the Van Buran properties, which are publicly accessible thanks to work done from the SJRPCT. The idea is to get an agreement with them to be able to do volunteer work to managed and maintain bike trails.

We also had a meeting with the Fresno Sportsman's Club. They have a nice facility, and there might be some potential to work with them in the future. Another important thing that was mentioned was a reporter from Valley PBS spent some time out on the parkway, and he was putting together a half-hour program that should be available soon. He talked to other partners that the Conservancy has collaborated with to be able to get a feeling for the whole parkway, and not just what has made it to the editorial pages of the Fresno Bee for River West.

Mr. Shelton reported was that the Sierra Nevada Alliance and the Conservancy are all putting together a grant-writing course. This is a class that the Sierra Nevada Conservancy has conducted throughout the Sierra Region. The Sierra Nevada Alliance is also sponsoring this effort. The Conservancy will be hosting this two-day class for this area. They want fifteen people to be able to start with a concept, and at the end of the process, be able to have a grant proposal. Since the Conservancy is hosting, we are able to fill some of the slots and help design it in a way that works with both the WCB and us. There are roughly 10-12 slots taken but

there are a few more that can be filled. From the Conservancy staff, Vanessa Gavina will be going to the course. The Department of Fish and Wildlife was queried to see if staff might be interested. We also offered it up to some other groups that we work or have previously worked with, like the County of Madera, because they are working on some of the processes right now for grants. The other agency considered is the County of Fresno because we are trying to work on a project for Lost Lake. Our hope is that we can move our partners through this process, and at the end of the training have several grant proposals that we can bring to the board.

Mr. Donnelly inquired where the grant-writing course was going to be held.

Mr. Shelton replied that it would be held at the Fresno Metropolitan Flood Control District in a conference room. He noted that Heidi West, Rebecca Raus, and he would be there as observers, and possibly to help attendees. He also mentioned that it is free, except for meals and refreshments. Mr. Shelton expressed it would be a good thing to get some of the small, local nonprofits to be involved, and that he is trying to reach out the Fresno Building Healthy Communities to see if we can get them access. He is uncertain of what kind of grant they would want to write up, and if it would involve the Conservancy or something else, but nevertheless, he feels it would be important. He also said that if anyone has any ideas, there were a few more spaces left in the course.

G-4 Board Members' Reports and Comments

Mr. Donnelly reported the Wildlife Conservation Board approved two of the San Joaquin River Conservancy projects at their last meeting. One was a Ball Ranch Planning and CEQA Project with a grant to River Partners. The second was the San Joaquin Milburn Isolation Project that is for CEQA, planning, and design of that project with a grant to the Department of Water Resources.

H. CLOSED SESSION

Before convening in closed session, members of the public will be provided the opportunity to comment on Executive Session agenda items.

Ms. Weaver inquired if there were any updates that they were able to share, or if they will be able to make a report out of closed session and give the public any kind of update where negotiations stand with the San Joaquin Access Coalition?

Ms. Halberstadt responded that they will be discussing the litigation in closed session, and cannot provide anything to the public at this point, but as the process moves along, hopefully, she will be able to give an update soon.

H-1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Subdivision (a) of Government Code Section 54956.9.

San Joaquin River Access Corporation v. San Joaquin River Conservancy and specified Board members, Superior Court of California, County of Fresno Case #19CECG01138

Ms. Halberstadt stated there is nothing to be reported out of closed session at this time.

I. **NOTICE OF ADVISORY AND BOARD COMMITTEE MEETINGS, OTHER PUBLIC MEETINGS RELATED TO CONSERVANCY MATTERS**

None.

J. **NEXT BOARD MEETING DATE**

The next Board meeting is scheduled for 10:30 a.m. Wednesday, January 8, 2019, location to be determined.

K. **ADJOURN**

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Mr. Garcia adjourned the meeting at 11:39 am.

Respectfully Submitted,



John M. Shelton
Executive Officer- San Joaquin River Conservancy



SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

January 8, 2020

Item: E-2

TO: San Joaquin River Conservancy
Governing Board

FROM:  John M. Shelton, Executive Officer

SUBJECT: **INFORMATION ITEM: Reminder to File Statements of Economic Interest and Complete Biennial Ethics Training, Due Wednesday, April 1, 2020**

RECOMMENDATION:

This report is provided for informational purposes. No Board action is recommended.

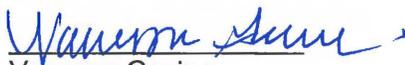
SUMMARY:

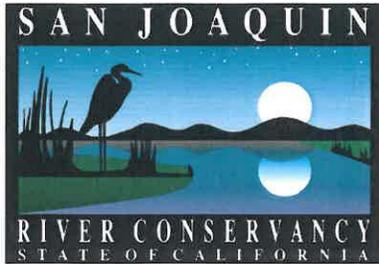
The Political Reform Act requires public officials and employees who serve in positions designated by an agency's conflict-of-interest code to annually disclose personal assets and income by filing a Statement of Economic Interests (Form 700). **The statement is due on April 1 of each year.** The Form 700 can be completed on the online eDisclosure system at <https://form700.fppc.ca.gov/> or the original copy can be mailed to the Conservancy.

Pursuant to Government Code Section 91013, late statements are subject to a fine of \$10 per day up to a maximum of \$100. The FPPC will consider a request to waive the payment of a late fine if the request is based on a "good cause" such as medical reasons or lost records, among others. However, FPPC will not waive the fine for reasons such as a vacation or waiting for professional assistance from a financial advisor. Additional information can be found on the FPPC website at www.fppc.ca.gov or you may call FPPC at 1-866-275-3772.

California law requires State officials to complete an ethics training course within six months of their hiring or appointment, and every two years thereafter. Conservancy Board members must take the course specifically for State officials. To help State officials meet this requirement, the Attorney General's Office and the Fair Political Practices Commission have developed an online, interactive training course, available at <http://oag.ca.gov/ethics/course>. Additional information regarding ethics training for State officials can be found on the California Attorney General's website at <http://oag.ca.gov/ethics>. State ethics training certificates can be emailed or mailed to the Conservancy, attention Vanessa Gavina, 5469 E. Olive Ave., Fresno, CA 93727.

For information, you may direct your inquiries to Ms. Vanessa Gavina at (559) 253-7324 ext. 1, or Vanessa.Gavina@sjrc.ca.gov.


Vanessa Gavina
Staff Services Analyst



THE SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

Item: F-1

January 8, 2020

TO: San Joaquin River Conservancy
Governing Board

FROM: John M. Shelton, Executive Officer 

SUBJECT: ACTION ITEM: Authorize Agreement with San Joaquin River Parkway and Conservation Trust, Inc. for a Concession to Provide Public Access and Recreation Services at Sycamore Island and the Van Buren Unit for a Five-Year Term beginning February 2020, as Selected through a Request for Proposals

RECOMMENDATION:

It is recommended the Board authorize the Executive Officer to execute a concession agreement to operate Sycamore Island and the Van Buren Unit with the Parkway Trust, substantially in the form of the attached agreement (Exhibit A), to expire December 31, 2024, unless terminated or revoked. Included in that authorization is acceptance of the Parkway Trust's schedule of fees, payments, and operations included in the proposal dated November 13, 2019, except as refined during negotiations as discussed below.

SUMMARY:

On October 9, 2019, the Conservancy released a Request for Proposals (RFP) for Sycamore Island Recreation Operations, Programs, Retail, Rental, and Caretaking Services (Exhibit B). Notices were published on October 9 in both the Fresno Bee and Madera Tribune, and were e-mailed to known possible candidates. The Conservancy received one written proposals on the deadline of November 13 from the San Joaquin River Parkway and Conservation Trust (Exhibit C).

In the written proposal the Parkway Trust committed to providing the minimum, or "baseline" services, including opening the site on Fridays, weekends, and holidays from February through October, collecting fees, providing bottled water and snack items, providing routine facility and grounds maintenance, and providing two on-site trained park hosts at all times, overseeing visitor activities and communicating with visitors.

On December 12, the proposal was evaluated. In addition to John Shelton, Executive Officer, Rebecca Raus, Associate Governmental Program Analyst, and Vanessa Gavina, Staff Services Analyst, the evaluation panel consisted of Board member Paul Gibson and Cheryl Moxley from the Department of Fish and Wildlife. The Conservancy is grateful for the assistance and support of these two.

The Parkway Trust's proposal demonstrated a strong, enthusiastic, and long-term commitment to the site's successful operation; continues services to support the angling clientele; and will build additional visitor services and recreational uses. The Parkway Trust is in a strong position to:

- Continue and expand educational and recreational programs at the site for underserved segments of the Fresno and Madera county populations;
- Collaborate with various environmental organizations to increase programs and activities for the general public;
- Ensure effective marketing and promotion of Sycamore Island programs and services through its proven advertising capabilities (Facebook page, press releases, e-newsletters, flyers, etc.);
- Leverage its on-going habitat restoration and invasive weed removal programs;
- Provide optimal hours of operation, opening for limited hours on some weekdays;
- Provide reduced fee and, in some cases, free public access for specific programs and target groups; and

The strength of the Parkway Trust's proposal is its focus on providing and sustaining a high-quality public fishing, educational, and recreational venue, thereby maximizing the site's viability as a concession. The Parkway Trust will provide and foster a broad range of public recreation services, including guided nature walks, canoe trips, water safety lessons, limited day camps, and special events. The Parkway Trust commits to being a proactive and cooperative partner with the Conservancy to communicate Parkway messages and reinforce the Conservancy's mission. They will work to provide site information to enforcement and response agencies.

The Parkway Trust will pay the Conservancy 2% of gross visitor fees, 2% of the net profit on retail sales, 2% of the gross income on rentals, and 2% of the gross income on program and event registration fees. These payments are the same as previous concession agreements and meet the minimums required in the RFP. The concession is designed to secure self-sustaining services and operations, even if nominal revenues are generated for the Conservancy.

DISCUSSION:

Background:

Sycamore Island was a privately operated, seasonal public fishing operation for over forty years. The site has been popular with generations of bass fishing enthusiasts from Fresno, Madera, and around the state who fish the gravel mining ponds and the river from the banks and from small boats. In 2005, the Conservancy purchased the property for the San Joaquin River Parkway.

The Parkway Trust operated the site as a pilot project in 2006 and 2007 and operated the site from 2013 to 2019 under a competitive concession agreement with the Conservancy.

The site received approximately 61,473 visitors from February 2013 through August 2019, and generated approximately \$388,416 gross revenue from day use fees in the same period. A table showing annual visitation and revenue is included in the attached RFP (Exhibit 6.2). The Parkway Trust also received revenue from bait shop sales, some canoe and kayak rentals, and special events.

Summary of Parkway Trust's Proposed Operations:

The site will be open February 1 through November 11, Fridays, weekends, and state holidays. The minimum hours of operation will be 6:00 a.m. to 5:30 p.m. The Parkway Trust will have extended hours in the spring and summer. Occasionally, the site will be open for limited hours during weekdays at reduced fees or free access for the public, small groups, and school fieldtrips.

The following rules of conduct and visitor management measures will be enforced:

- Prohibit visitor campfires, barbeques, and stoves; camping; alcohol; weapons; shooting; pets; and off-road use of vehicles, including all-terrain vehicles and motorbikes. (Staff events overseen by management may include a single, well-contained barbeque in an appropriate area.)

The Parkway Trust will also ensure:

- Public use boundaries are posted on the property perimeter.
- Roads that are off-limits to visitors' vehicles are barricaded (temporary barriers and removable bollards) and posted.
- Parking areas are posted.
- Visitors' receipts include use waivers relieving the contractor and the Conservancy from liability.
- Visitor information identifies "hazard" areas that cannot be used by those under 16 who are unsupervised.

Those violating the rules of conduct will be asked to leave and can be cited by enforcement officers for trespass.

The proposed schedule of fees are:

- **\$9.00 per vehicle day use fee**, regardless of the length of stay;
- **\$6.00 per vehicle fee**, for disabled persons, veterans, and late day entries into the park;
- **\$5.00 per trailer fee**, is applied to all forms of trailers at the site with the maximum combined fees not to exceed \$14 per day.
- **Season passes** to the park will be available for **\$85.00**, with a discounted **\$60.00** annual pass for disabled persons and veterans.

Special events, such as corporate picnics, will be held at negotiated rates, and may be held on days when the park is not open to the public. These activities will be planned in advance to ensure adequate staffing.

The following must be in place in order to reopen for the 2020 season: the agreement must be executed (including sign-off by legal counsel and Department of General Services), certificates of insurance secured, portable toilets and waste receptacles in place, staff trained, and the required \$7,000 performance bond posted. The term of the agreement will be five years, expiring December 31, 2024; however, it may be extended for good service by mutual agreement and approval by the Board to a maximum total term of ten years to expire December 31, 2029.

Proper accounting, reports, and records of income and expenses are required in the agreement. No more often than once annually, fees and percentage payments can be renegotiated and adjusted with approval of the Conservancy Board.

The objective of the concession operation is to provide the highest level of quality service to the visitors at the lowest visitor fees. The revenue to the Conservancy is expected to be nominal. The site generated approximately \$1,600 in Conservancy income in 2019. The income is deposited in the San Joaquin River Conservancy fund; annual budget appropriations for this fund are used to support operations and maintenance obligations throughout the Conservancy's properties.

The primary services to be provided by the operator are:

- Open and close the site as scheduled;
- Collect fees in a consistent and uniform manner;
- Provide retail sale of bottled drinking water, prepackaged food, snack items, other beverages (no alcohol), bait, etc.;
- Provide visitors a copy of the rules and require them to execute a waiver of liability;
- Provide routine and satisfactory cleaning, supplies, and maintenance for the restrooms;
- Provide and maintain waste cans and waste disposal services;
- Oversee visitor activities, with two trained staff on-site at all times.
- Clear the site at closing;
- Provide on-site radio or cellular communications;
- Pay electrical utilities used in the operation; and
- Maintain any buildings used by the contractor in a clean, safe, and sanitary manner.

The supplemental services to be provided by the Parkway Trust are:

- Fee-based canoe rentals, guided canoe tours, nature walks, canoe and water safety instruction;
- Fee-based or free environmental education and field seminars and special events; and
- Limited fee-based day camps.

As pledged in the proposal, Conservancy staff and the Parkway Trust will work together to plan for expanded uses and capital improvements at the site, consistent with the River West-Madera Master Plan and the requirements of the California Environmental Quality Act.

Evaluation of the Proposals:

The five on the interview panel arrived at a strong consensus in recommending the Parkway Trust.



Rebecca Raus
Associate Governmental Program Analyst

Attachments:

- Exhibit A, Draft Agreement
- Exhibit B, Request for Proposals
- Exhibit C, San Joaquin River Parkway and Conservation Trust Proposal

EXHIBIT A DRAFT AGREEMENT

STATE OF CALIFORNIA
SAN JOAQUIN RIVER CONSERVANCY
AGREEMENT FOR SYCAMORE ISLAND
OPERATIONS AND MANAGEMENT SERVICES
AND SUPPLEMENTAL PROGRAMS, EVENTS, AND SERVICES

This Agreement is made and entered into by and between the State of California, San Joaquin River Conservancy, hereinafter referred to as "Conservancy," and the San Joaquin River Parkway and Conservation Trust, Inc., hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the San Joaquin River Conservancy Act, California Public Resources Code Section 32538 (a) provides that the Conservancy may lease or rent any real property or interest therein to another entity for management purposes pursuant to the terms and conditions approved by the Conservancy; and Section 32538 (b) provides that the Conservancy may initiate, negotiate, and participate in agreements for the management of land under its ownership or control with other entities and may enter into any other agreements authorized by state or federal law;

WHEREAS, it is appropriate that this Agreement be entered into for the safety and convenience of the general public in the use and enjoyment of, and the enhancement of recreational and educational experiences at Sycamore Island and the Van Buren Unit of the San Joaquin River Parkway owned by the Conservancy;

WHEREAS, the uses provided for herein are fundamental to the mission of the Conservancy and consistent with the San Joaquin River Parkway Master Plan adopted by the Conservancy governing board in April 2018;

WHEREAS, the Conservancy governing board on June 26, 2019, approved release of a Request for Proposals (RFP) to provide public access operations and management services and supplemental recreation-related services at Sycamore Island and the Van Buren Unit of the San Joaquin River Parkway;

WHEREAS, the Contractor submitted a proposal dated November 13, 2019, in response to the RFP, providing the basis for the services and fees contractually agreed to hereunder; and

WHEREAS, on January 8, 2020, the Conservancy governing board approved awarding this Agreement to the Contractor, which has been evaluated and found to be willing, qualified, and prepared to perform the contracted services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE CONSERVANCY AND CONTRACTOR AS FOLLOWS:

1. **DESCRIPTION OF PREMISES:** The Conservancy, for consideration of the provisions herein, grants to Contractor for the purposes stated herein, the right, privilege and duty to operate and maintain Conservancy-owned lands and improvements at Sycamore Island and the Van Buren Unit of the San Joaquin River Parkway, hereinafter the "Premises." The Premises

are those lands owned by the State of California within the boundaries of Madera County APNs: 049-101-018, 049-102-003, 049-084-030, 049-084-032, 049-084-029, 049-084-033, 049-084-027, 049-084-026 and 049-084-025.

2. INTERESTS CONFERRED TO CONTRACTOR: The interest herein given to the Contractor does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the interest given herein. This Agreement is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this Agreement. This Agreement is further subject to all valid and existing contracts, leases, licenses, and encumbrances, and claims of title which may affect the Premises.

3. CONDITION OF PREMISES: The taking of possession of the Premises by the Contractor shall, in itself, constitute acknowledgement that the Premises are in good and sufficient condition for the purposes for which the Contractor is entering into this Agreement. The Contractor agrees to accept the Premises in their presently existing condition, "AS IS," and agrees that the Conservancy shall not be obligated to make any alterations, additions, or improvements thereto except as otherwise provided for in this Agreement. Conservancy has made no representations respecting the condition of the Premises, except as specifically set forth herein.

4. TERM: This Agreement shall not become effective until execution of the parties' authorized signatories and any required approvals are provided by state agencies. This Agreement shall expire December 31, 2024; however, it may be extended for good service by mutual agreement and approval of the Conservancy governing board to a maximum total term of ten years to expire December 31, 2029. Should the Contractor and Conservancy agree to hold over after the expiration of this Agreement, such holding-over shall be a month-to-month tenancy at the herein prescribed payment rate, subject to all terms and conditions of this Agreement. In no event shall such month-to-month tenancy extend beyond two years of the effective termination date of this Agreement.

For the purposes of this Agreement, the "contract year" shall mean each calendar year. Further, "season" shall mean the months the operation is open for public use, generally from February through mid-November of each year, unless otherwise agreed to in writing by the parties.

5. PAYMENT: Contractor shall pay, without offset, deduction, prior notice, or demand, a monthly rent of 2 percent (2%) of total gross receipts from visitor day use fees collected, 2 percent (2%) of the net profit on retail sales (sales price less purchase cost), 2 percent (2%) of the gross profit on equipment rentals, and 2 percent (2%) on the gross proceeds from program and event registration fees.

Beginning with the last day of the month following the commencement of the operation in each season, and on or before the last day of each month in each season thereafter, the Contractor shall furnish to the Conservancy a statement of the operation's gross proceeds from user fees for the preceding month, the gross and net profit on retail sales, the gross proceeds from rentals, and the gross proceeds from program and event registration fees. Such statement shall specify and track the prior month and cumulative total gross receipts for the season and be signed by a responsible fiscal or executive representative of the Contractor. Concurrent with each monthly statement, the Contractor shall make payments due for that month, payable to the San Joaquin River Conservancy.

Payments must be received in the Conservancy office on or before the last day of each month of the season, or the next business day. If payments are not made within five (5) business days,

late payments will be subject to a late payment charge of five percent (5%) of the amount due and shall constitute a breach of this Agreement, which the Conservancy may at its sole discretion remedy as described below. Contractor shall itemize and pay the late charge with the next monthly payment. The parties agree that the late charge represents a fair and reasonable estimate of the costs the Conservancy will incur because of late payment. Acceptance of the late charge by the Conservancy shall not constitute a waiver of the Contractor's default for the overdue amount, nor prevent the Conservancy from exercising the other rights and remedies granted under this Agreement.

Any amount due to the Conservancy, if not paid within five (5) days following the due date, will bear interest from the due date until paid, accrued at the rate of ten percent (10%) per year. Interest shall not accrue or be payable on late charges. Interest payment shall not excuse or cure any default by Contractor.

Upon written request by the Contractor to the Conservancy, demonstrating unusual or extenuating circumstance causing a late payment, the Conservancy, in its sole and absolute discretion, may waive the late charge and interest accrual.

If this Agreement is terminated by the Conservancy because of Contractor's default or otherwise, or if at any time Contractor ceases to conduct the services on the Premises required by this Agreement, percentage payments for all proceeds to the date of termination or cessation shall be due within fifteen (15) days, plus late charge and interest if paid late.

6. CONSERVANCY IMPROVEMENTS AND SERVICES: The Conservancy, and not the Contractor, shall provide those improvements approved by the governing board and the Wildlife Conservation Board. To the extent possible, the Conservancy will identify with signage parking, trail, and fishing access points that meet the Americans with Disabilities Act of 1990 (ADA), including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), accessibility standards. Conservancy, and not the Contractor, shall be responsible for maintenance and repair of roads, fences, gates, permanent signs, and other improvements, eliminating attractive nuisances and disposing of illegal dumping, compliance with local fire prevention and mosquito abatement requirements, and activities to prevent or address trespass that threatens public safety or the environment when the site is closed to the public. In cooperation with the Contractor, Conservancy shall designate and post the rules of use and visitor fees for the facility. The Conservancy shall identify local ordinances relating to public use that can be enforced by state and local policing authorities, and may adopt regulations pursuant to the California Administrative Procedures Act.

7. CONTRACTOR USES, IMPROVEMENTS, AND SERVICES: The Contractor, and not the Conservancy, shall provide services for the safety and convenience of the general public's use and enjoyment of the Premises, and the enhancement of recreational and educational experiences, as proposed in its proposal dated November 13, 2019, Exhibit B, and as more particularly described as follows:

7.1 BASELINE OPERATIONS AND MANAGEMENT

(a) Contractor shall open and close the Premises for public use seasonally, from February 1 through Veteran's Day weekend, November 11, each Friday, Saturday, Sunday, and state holiday, at hours to be approved in writing by the parties to this Agreement. Hours of operation as of the date of execution of this Agreement are: opening at 6:00 a.m. Fridays, Saturdays, Sundays, and holidays, and closing at 5:00 p.m., with the option of extending hours of operation

upon mutual written agreement between the Contractor and the Conservancy. In no case shall the hours of regular operation extend beyond 9:00 p.m.

(b) Contractor shall collect per vehicle, per boat, and per horse trailer user fees, not to exceed the amounts in Exhibit B and approved by the Conservancy governing board, to recover the costs of public access management services. The Contractor may not provide user fee discounts to any customers that are not also available to the general public.

(c) Contractor shall provide bottled drinking water for sale at the Premises, and may sell for its profit other prepackaged non-alcoholic beverages and foods, bait, fishing licenses, sunscreen, ice, and items that enhance the visitors' comfort, safety, enjoyment, and experience. Contractor may arrange to have mobile food vendors, properly permitted and licensed by the County of Madera, to sell foods and beverages.

(1) Alcoholic beverages.

A. The sale of alcoholic beverages by the Contractor, subcontractors, licensees, vendors, and sponsors is prohibited except as explicitly authorized by the Conservancy and approved in writing.

B. On an event-specific basis the Conservancy may consider, authorize, and approve in writing the appropriately licensed and permitted sale of alcoholic beverages by subcontractors sponsoring charitable events. Special events and alcohol sales shall be subject to applicable state and local permits and licenses and specific additional insurance provisions described in Section 13 (c). Alcohol service and consumption must be confined to the specific area of the event. Participants and visitors may not leave the event area with alcohol in their possession or drink alcohol in other areas of the park.

(d) Contractor shall provide all visitors with a copy of the rules for public use of the Premises. A receipt or waiver form shall stipulate that, in using the property, the visitor releases the state and the Contractor from liability. The exact language of the release shall be provided by the Conservancy.

(e) Contractor shall provide routine and satisfactory cleaning and maintenance of the self-contained vault toilet restrooms and provide for periodic liquid waste disposal, at a minimum of once per year. Contractor shall provide and properly maintain portable toilets at several disbursed locations on the site.

(f) Contractor shall provide waste containers throughout the Premises, and shall provide for weekly waste removal and proper disposal. After each weekend of use, all containers with wastes at the site shall be closed with well-fitting lids, or wastes shall be collected in one or more bins with a closed lid. To the extent possible, Contractor shall provide and maintain recycling containers for beverage bottles and cans near the bait shop. Contractor shall, to the extent possible, remove litter throughout the Premises no less often than weekly.

(g) To the extent possible, Contractor shall oversee visitor activities during hours of public use, and shall communicate to visitors when they are seen to be in violation of public use rules. Contractor shall provide roving staff who will communicate messages to reinforce positive behaviors to protect the environment and public health and safety. The Contractor shall inform

the Conservancy and law enforcement agencies of any significant incidents of illegal activities or on-going public nuisances on the site.

(h) Contractor shall clear visitors from the Premises at the close of each day. The Contractor will provide an amplified megaphone to communicate to visitors in disbursed locations, or otherwise ensure visitor notification. If visitor vehicles are on the Premises one-half hour after closing, the Contractor may post a notice on the offending vehicle and vacate and lock the site. The Contractor or a security firm arranged by the Contractor shall unlock gates for visitors after closing at the visitors' cost as set forth in Exhibit B, and shall post information about the service.

(i) Contractor shall provide radio or phone communications equipment adequate to ensure employee-to-employee on-site communications and off-site communications to enforcement and emergency response agencies.

(j) Contractor shall provide adequate and fully trained staff at the Premises during its operation, and shall ensure that competent substitutes are available on-call as necessary to maintain adequate staffing levels in the event of unscheduled absences. At a minimum, under routine and normal circumstances, two staff members must be present on the Premises Saturdays, Sundays, and State holidays. Subject to written approval of the Conservancy, on weekdays (not including State holidays) two staff members shall be present during specified hours for opening and closing the Premises; only one employee shall be required to be present during mid-day, provided one additional employee is available on-call to serve as backup. Nothing in this Agreement shall be construed to require the Contractor to have more than two staff members on the site at one time. Contractor shall provide training for those to be employed on the Premises, covering subjects that include but are not limited to water and boating safety, emergency communications, Parkway public information, fishing regulations, and standard operating procedures. At least one on-site employee shall be Red Cross certified (or equivalent) in basic first aid and cardiopulmonary resuscitation. Basic first aid kits shall be maintained on the site.

(k) A Contractor employee, not a volunteer, shall be responsible for the services listed above. Contractor volunteers may assist employees.

(l) Contractor may use the warehouse and/or scalehouse at the Premises for storage and/or a staff center, and may make improvements to better utilize or secure those buildings at its sole cost.

(n) Contractor shall advertise Sycamore Island and the Van Buren Unit services, programs, and events on a website, in brochures, and as presented in its proposal, Exhibit B.

[For optional additional irrigation services as might be agreed to:

(o) Contractor shall maintain, operate, and manage the irrigation system that waters trees and shrubs planted in the vicinity of the bait shop, and/or new plants to restore habitat or mitigate impacts caused by Conservancy projects. Weekly during irrigation periods, Contractor shall monitor for leaks and breaks in the irrigation system, shall turn off the water pump if leaks are present, and shall repair leaks within three weeks. Contractor shall provide a monthly report of irrigation operations and repairs. Contractor may request the Conservancy to buy and provide irrigation replacement parts. The Conservancy, at its sole discretion, may direct the Contractor to discontinue irrigation operation and maintenance services at any time.]

7.2 SUPPLEMENTAL RECREATION-RELATED PROGRAMS, EVENTS, RENTALS, AND RETAIL SERVICES

The Contractor has proposed, and the Conservancy has approved the following services to be provided by the Contractor, directly or through Conservancy-approved subcontractors:

- (a) The retail sale of bait, sunscreen, ice, prepackaged foods and non-alcoholic beverages, and other convenience and snack items;
- (b) Canoe, paddleboard, and/or kayak rentals; supervised instruction and tours;
- (c) Other recreational equipment rentals, such as mountain bikes;
- (d) Fee-based or free outdoor sports instruction, equipment demonstrations, lessons, and workshops, such as mountain bike demonstrations, fishing derbies, fly casting workshops, and geo-caching;
- (e) Fee-based or free special events, recreation-oriented festivals, canoeing races, and public floating events. "Special events" are all activities beyond the normal scope of general visitor use, including but not limited to use outside the scheduled hours of operation for the general public, events involving alcohol sales, events involving amplified sound, any activity that restricts or requires additional fees for general public use to any area, and any activity that incurs greater liability to the State of California than is incurred through routine recreational activities.
- (f) Fee-based or free environmental education and natural and cultural history interpretive programs; field seminars for nature appreciation, such as painting classes, bird identification, photography, etc.; and/or
- (g) Provide to the extent possible, and in partnership with the Conservancy, services to enhance visitors' experience if they have disabilities which would otherwise limit their access and opportunities; for example, provide wheelchairs equipped with tires for outdoor terrain, improve areas for wheelchair access, and provide specialized programs.
- (h) Contractor may work in partnership with Conservancy to provide a supplemental on-site residential caretaker to provide a security presence on the property. Subject to the development by the Conservancy of a suitable domestic water supply, Contractor would provide a self-contained residential trailer. The Conservancy would also shall provide if feasible an electrical utility and drinking water hookup. The tenant shall be selected by the contractor and approved by the Conservancy. The contractor (and its tenant) shall be responsible for all associated utility charges, proper off-site wastewater disposal, insurance, and possessory use taxes. If subcontracted, the payment to the Conservancy shall be not less than ten percent of the tenant's rent.
- (i) Contractor shall publicly promote a schedule of Sycamore Island and the Van Buren Unit events and programs and provide a schedule to the Conservancy to post on its website.
- (j) The types of supplemental programs and special events and number of expected visitors shall not exceed the carrying capacity of the site and its uses as established by the Conservancy and based on existing improvements, historical seasonal visitation, parking, ADA accommodation, environmental protection, road capacity, emergency access and response, land use and environmental review laws, and other factors.

(k) Supplemental programs and special events shall be subject to requirements and management practices of the Conservancy, applicable state and local permits and licenses, and specific additional insurance provisions described in Section 13 (d). Special events shall be subject to the approval of the Conservancy and the conditions of County of Madera special events permits.

8. NO PERSONAL USE Contractor shall not use or permit the Premises to be used for any purpose other than set forth herein without the prior written consent of the Conservancy. Contractor, Contractor's employees, or volunteers may not live on the Premises other than as an approved caretaker, or use the Premises or structures thereon for personal uses unrelated to their work.

9. HOUSEKEEPING AND MAINTENANCE: Contractor shall, at its own cost and expense, maintain any buildings it uses on the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage, and obstructions of any kind. Maintenance is defined for this purpose as all ordinary repair and preservation work necessary to maintain improvements in a good state of repair, as well as to preserve them for their intended purpose and use for an optimum useful life. Maintenance, however, does not include material repairs costing more than \$1,000.00 per month. Conservancy shall be responsible for any such repair over \$1,000.00 per month. To the extent possible Contractor shall remedy without delay any defective, dangerous, or unsanitary conditions on the Premises, except to the extent such remedy exceeds \$1,000.00 in a month in which case Conservancy shall complete such remedy. Contractor may, through advance notice and written approval of Conservancy, perform additional repair work or purchase repair-associated materials on behalf of the Conservancy and receive reimbursement for direct costs. Contractor hereby expressly waives the right to make repairs at the expense of the Conservancy and the benefit of provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be, except as specifically stated in this Agreement

10. TEMPORARY OR PERMANENT CLOSURE: Contractor shall monitor site improvements and conditions, and shall report to the Conservancy any conditions not readily remedied by Contractor which may compromise public health, safety or the environment. Upon identification of any such conditions, Conservancy shall remedy the conditions or coordinate with the Contractor to effectively close the affected area. In the event of adverse weather, flooding, or other unfavorable conditions, Conservancy may allow or require Contractor to temporarily close the Premises or a portion thereof for public access at any time; any verbal approval to close shall be followed by written approval for documentation purposes. In the event responsible parties at the Conservancy cannot be reached to confer regarding the necessity to close the site, or in a situation that the Contractor determines to be an emergency, the Contractor may close the operation immediately, and secure direction for further closure the next business day. In the event of prolonged unfavorable conditions, or destruction, loss, or damage to improvements or fixtures on the Premises that are deemed by either party to be essential to the continued safe operation of this Agreement, the Conservancy may allow or require Contractor to close the Premises until the condition abates or is remedied. If the remedy cannot be accomplished within one hundred eighty (180) days of the occurrence, the Conservancy or Contractor may terminate this Agreement without prejudice pursuant to Section 24. The Conservancy shall not be responsible for lost revenue due to such conditions.

11. UTILITY SERVICES: Except as otherwise agreed to by the Conservancy in writing, Contractor shall be responsible for all costs associated with all utilities used in connection with the services under this Agreement, including but not limited to servicing vault toilets, electrical use

fees, communications services, and the disposal of litter and solid waste. Conservancy shall pay for all electrical use fees so long as irrigation services are provided pursuant to Section 7.1 (o).

12. PROMOTIONAL MEDIA AND PARTICIPATION IN PARKWAY BRANDING: All publicity, public outreach materials, websites, and public information associated with the performance of services under this Agreement, whether by the Contractor or subcontractors, shall reflect Contractor's position as a representative of the Conservancy and the State of California. The Conservancy shall periodically monitor, and may require modification of any material that does not reflect the policies and professional standards of the State. All media utilized by Contractor to advertise the site, services, and programs shall utilize the San Joaquin River Parkway brand. Nothing in this section is meant to prohibit the Contractor from making its organization's outreach materials available to the public. With the prior written consent of the Conservancy, advertising for programs and products other than those provided through this Agreement may be posted upon the Premises, but only as is consistent with the purposes of this Agreement.

13. INSURANCE: Before opening the site to the public or commencing public access management services specific to this Agreement, and throughout the term of this Agreement, Contractor shall provide and maintain in force:

(a) **Liability.**

(1) Public liability and products liability insurance in amounts not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage combined; and

(2) Automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage combined for all owned, non-owned and hired vehicles used by the Contractor in the conduct of business under this Agreement.

(3) Signed certificates of insurance demonstrating the required liability coverages and with the required endorsements shall be provided to the Conservancy at the time this Agreement is executed. Each liability insurance policy shall contain additional named insured endorsements in the name of the State of California, through the San Joaquin River Conservancy, as to all insurable interests of the State including but not limited to its officers, employees, and servants (but only insofar as the operations and facilities under this Agreement are concerned).

Each policy shall be underwritten to the satisfaction of the Conservancy. Insurance providers shall have an A.M. Best quality rating of "A" or better and a size rating of "VII" or better. Within fifteen days of Conservancy's request, Contractor shall furnish a signed and complete copy of the required policies.

At least thirty (30) days prior to the expiration of such policies, Contractor shall submit to the Conservancy signed and complete certificates of insurance demonstrating that insurance coverage has been renewed or extended.

Contractor shall immediately provide written notice to the Conservancy if any of the insurers have provided notice to cancel or reduce insured's coverage. No cancellation

provision in any insurance policy shall diminish the responsibility of the Contractor to furnish continuous insurance throughout the term of this Agreement.

(b) **Workers' Compensation Insurance.** Contractor shall carry a program of workers' compensation insurance, in amount and form, as necessary to meet all applicable requirements of the Labor Code of the State of California. Such insurance shall include employer's liability coverage of one million dollars (\$1,000,000.00) and shall specifically cover all persons providing services by or on behalf of the Contractor and shall cover all risks to such persons under this Agreement.

(c) **Insurance Coverage for Alcohol Service.**

(1) All events involving the sale of alcoholic beverages require San Joaquin River Conservancy approval and the following proof of licensing and insurance, before the distribution of promotional materials or advertising for the event may begin.

(2) The vendor must present to the Conservancy, at least 30 days in advance of the event, an Alcoholic Beverage Control License.

(3) The sponsor shall provide to the Conservancy, at least 30 days in advance of the event, a certificate of insurance with the required endorsements as proof of liability coverage, covering the period of the event from on-site set-up through cleanup:

A. No less than a combined single limit (CSL) \$1,000,000 per occurrence.

B. Underwritten to the satisfaction of the State and containing the following specific endorsement:

The State of California, its officers, employees, and agents are included as additional insured but only insofar as operations under subcontract with the Conservancy's concessionaire are concerned.

C. The insurer will not cancel or reduce the insured's coverage prior to or during the covered period without prior written notice to the San Joaquin River Conservancy. The cancellation provision shall not be construed in derogation of the duty of the sponsor to furnish insurance during the period of the event.

(d) **Insurance Coverage for Added Risks.** Any sponsor of an activity having greater potential hazard or liability to the State of California than is incurred through routine recreational activities shall be required to provide a certificate of special event insurance, naming the State of California as additional insured, and in the amounts determined by the Conservancy Executive Officer in consultation with legal counsel and state risk management.

14. HOLD HARMLESS: Contractor hereby waives all claims and recourse against the Conservancy, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except all claims arising from, and to the extent of, the negligence or willful misconduct of the Conservancy, its officers, agents, or employees. Contractor shall protect, indemnify, hold harmless, and defend the Conservancy, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs arising out of the operations or maintenance described herein, except for liability arising out of, and to the extent of, the negligence or willful

misconduct of Conservancy, its officers, agents, or employees, or other wrongful acts for which the Conservancy is found liable by a court of competent jurisdiction. Any sponsor of and all participants in special events held at Sycamore Island and/or the Van Buren Unit shall indemnify the State of California from any and all liabilities and claims for damages while on the property during the event or occasioned by its occupancy or use of the Premises in connection with the event.

15. RECORDS AND REPORTS: Contractor shall keep separate true and accurate records showing all of their business transactions under this Agreement in a manner which conforms to industry standards and practices. Conservancy shall have the right at all reasonable times to examine such records including all tax return records. All records shall be kept by the Contractor and access shall be provided to the Conservancy for a period of at least four years.

No later than May 1 of each year Contractor shall submit to the Conservancy a profit and loss statement for the operations under this Agreement for the previous contract year. The statement shall contain an appropriate certification that all proceeds from user fees, retail sales, rentals, and registrations during the contract year have been duly and properly reported. Within forty-five (45) days of the expiration or termination of this Agreement Contractor shall submit a certified profit and loss statement for any period of operation not previously reported.

Contractor shall develop a collection accounting and receipt system acceptable to the Conservancy through which Contractor shall record all costs and receipts from the operation and no others. Contractor shall provide a receipt to each visitor and/or participant setting forth the full amount collected, and shall retain a copy.

The Conservancy shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Contractor's books and records including all tax records and returns related to this Agreement. Contractor hereby agrees to make all such records, books, and tax returns available to the Conservancy upon the Conservancy's request therefore. Contractor further agrees to allow interviews of any employees who might reasonably have information related to such records. To the extent any such records are exempt from disclosure under the California Public Records Act (Calif. Government Code sections 6250, et seq.), Conservancy shall keep all such collected records and information confidential. Contractor shall be required to defend and litigate at its own expense any claim of exemption from disclosure which exceeds that which may be asserted by the Conservancy.

16. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES: Conservancy reserves the right to prohibit or modify the sale or rental of any item to protect public safety or to ensure that the public receives, in the Conservancy's view, fair pricing and appropriate quality. Conservancy reserves the right to prohibit the sale or use of materials commonly found littered at the Premises. Prices for all goods and services shall be posted in a conspicuous place and manner.

17. INSPECTION: Conservancy shall conduct periodic inspections of facilities, equipment, services, and programs and provide memoranda of its findings to the Contractor. Conservancy reserves the right to enter the Premises without notice to evaluate Contractor's performance under this Agreement, inspect the Premises, or perform any work of any nature. Contractor agrees to cooperate with the Conservancy in all respects related to the Conservancy's evaluations, inspections, and activities. Conservancy shall not be liable for any inconvenience, disturbance, nuisance, loss of business or other damage arising out of Conservancy's entry as

provided herein, except damage resulting from the active negligence or willful misconduct of the Conservancy or its authorized representatives.

18. TAXES:

(a) Contractor acknowledges that occupancy interest and rights to do business on state property under this Agreement may cause a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Contractor to liability for payment of property taxes levied on such possessory interest.

(b) Contractor agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the state, county, or tax-assessment-levying body upon any interest in or created by this Agreement, or any possessory right which Contractor may have in or on the Premises, or the improvements thereon by reason of the Contractor's use or occupancy thereof, or otherwise, as well as all taxes, assessments, and charges on goods or merchandise sold by Contractor on the Premises, and taxes, assessments, and charges on equipment and property owned by Contractor on the Premises.

19. MODIFICATIONS; TITLE TO IMPROVEMENTS: In the event that Contractor desires to make modifications or improvements on the Premises, including but not limited to changes to the structures, landscape, trails, interior or exterior fixtures, and/or furnishings (collectively "Alterations"), the Conservancy Executive Officer's approval in writing shall be obtained prior to their commencement. Once any Alterations have been approved by the Conservancy, Contractor shall perform the work with reasonable diligence, in a good and workmanlike manner, and in substantial compliance with plans and specifications approved by the Conservancy. Alterations shall comply with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of the Contractor, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary to construct or install the Alterations.

Unless otherwise agreed to by the parties in writing, title to all Alterations hereafter made on Premises, regardless of who constructs such Alterations, shall immediately become the Conservancy's property, and, unless otherwise waived in writing by the Conservancy, at the end of the term shall remain on the Premises without compensation to Contractor. Contractor agrees never to assail, contest, or resist said title.

20. PERSONAL PROPERTY: Title to all personal property provided by Contractor shall remain with the Contractor. Contractor shall not attach any personal property to any structure without first obtaining Conservancy's written approval. Unless otherwise approved in writing by the Conservancy, all property attached to real property will be considered a real property improvement and shall become property of the Conservancy upon termination of this Agreement. Contractor shall maintain all personal property and equipment on the Premises in good condition and repair at its sole cost and expense.

21. PERFORMANCE BOND: Contractor, at Contractor's own cost and expense, shall obtain and deliver to Conservancy, prior to the commencement date of this Agreement and prior to entering the Premises, and shall maintain in force throughout the term of this contract, a valid Performance Bond (which may be renewed annually) written by a surety company authorized to write surety business in California, to guarantee contractor's faithful work and performance of this contract. The bond shall be in the amount of \$7,000 (seven thousand dollars), and contractor shall pay the premium on the bond. The bond shall provide that the Conservancy and the State of California are the sole beneficiaries.

In lieu of a performance bond, Contractor may provide an irrevocable line of credit from a banking institution (acceptable to the Conservancy) in the amount of \$7000 (seven thousand dollars) payable solely to the State of California and no other person or entity, upon demand for breach of contract. The irrevocable line of credit shall remain in force for the entire term of this Agreement or until the Agreement is otherwise terminated by mutual consent of the parties.

22. DEFAULT BY CONTRACTOR:

(a) **Definition of Default.** The following shall constitute default and breach of this Agreement by the Contractor:

(1) More than two (2) failures to timely pay any rent due in any contract year where such failure continues for three (3) business days after written notice of such default has been delivered to Contractor.

(2) Any complete absence of Contractor or its agents and employees for any period of five (5) consecutive days the Premises are normally scheduled to be opened (not counting any intervening days the Premises are normally closed) or programs are scheduled to be provided, except for closures allowed in Section 10 or due to natural disaster or other circumstance beyond the control of Contractor. If scheduled programs or events are cancelled by the Contractor, Contractor shall be solely responsible for prompt refunds to registrants.

(3) Creating a nuisance on the Premises.

(4) Any violation of paragraph 31, Nondiscrimination.

(5) Any material failure to comply with any other provisions of this Agreement or to perform the duties herein.

(6) Conservancy and Contractor agree that neither this Agreement nor any interest of Contractor in the Premises hereunder shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including without limitation: transfer by testacy or intestacy; assignments or arrangements for benefit of creditors; levy of a writ of attachment or execution on this Agreement; the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which the Contractor is a party; the filing by or against Contractor of a petition to have it adjudged a bankrupt; or a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Contractor and Conservancy shall have the right to take immediate possession of the Premises, to terminate this Agreement, and/or involve other appropriate remedies as set forth below, in which case this Agreement shall not be treated as an asset of Contractor.

(b) **Notices of Default.** In the instance of a nuisance created by the Contractor, the Conservancy may declare an immediate event of default and enter upon and take possession of the Premises without notice to Contractor. Otherwise, upon discovery of default Conservancy shall provide notice and thirty (30) days to remedy the default and/or abate the nuisance. If the nature of the Contractor's default is such that it cannot reasonably be cured within the thirty (30) day period, Contractor shall not be deemed in default if it commences such cure within the thirty (30) day period and thereafter diligently brings the cure to completion. Notices of default shall

specify the alleged default and the applicable contract provision and shall demand that the Contractor perform the provisions of this Agreement within a specified time period, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Agreement unless the Conservancy specifically so states in the notice.

(c) **Remedies.**

(1) Conservancy's Remedies. In the event of a default by Contractor, Conservancy shall have the right to pursue any and all remedies available at law and in equity including, without limitation: the right to keep this Agreement in effect and sue Contractor for all damages caused by the default and recover the cost thereof; the right to cure any such default by Contractor and to recover any damages caused thereby; the right to terminate this Contract either as to the entire Baseline Operations and Management Services, or as to any or all Supplemental Services for which an event of default has occurred; and the right to enforce the performance bond.

A. Termination of Contractor's Right of Possession. Conservancy may terminate Contractor's right to possession of the Premises pursuant to the terms of this Agreement. However, no act by the Conservancy shall terminate this Agreement other than giving specific notice of termination to Contractor. Acts of maintenance, efforts to re-let and/or assign rights of possession of the Premises or the appointment of a receiver on Conservancy's initiative to protect its interests under this Agreement shall not constitute a termination of Contractor's right to possession. Notwithstanding that the Conservancy does not initially elect to terminate this Agreement, Conservancy may elect to terminate at any time while any default of Contractor has not been cured. On termination for default, Conservancy has the right to recover from Contractor:

- i) Any unpaid rent earned by Contractor until the time of termination of possession; and
- ii) Any other amount necessary to compensate the Conservancy for any costs and expenses incurred by the Conservancy in recovering possession of the Premises and the costs of clearing the Conservancy's title of any interest of Contractor.

B. Assignment at Conservancy's Direction. In the event of a default by Contractor, when a cure is not received and acknowledged by the Conservancy after having provided notice of the breach as provided for herein, Contractor shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy, possess, and operate on the Premises to Conservancy's designee within thirty (30) days of receipt of written demand by the Conservancy. Contractor shall remove itself and its personal property from the Premises within the same timeframe. Contractor agrees to execute all documents necessary to effectuate this provision. Upon assignment, all rights of Contractor shall transfer to the assignee. Contractor shall not be relieved of obligations incurred prior to assignment.

C. Right to Cure Contractor's Default. At any time after Contractor commits a default, Conservancy can cure the default at Contractor's cost if Contractor does not cure during the cure period. If the Conservancy at any time by reason of

Contractor's default incurs direct costs, the sum paid by the Conservancy shall be reimbursed by Contractor within thirty (30) days of receipt of an invoice, and if paid at a later date shall bear interest at a rate of ten percent (10%) per annum from the date the sum is paid by the Conservancy until it is reimbursed by the Contractor. Any such sum shall be due as additional rent.

D. Surrender for Default. In the event any of Contractor's personal property or fixtures remain at the Premises after Conservancy has regained possession or an assignment has been accomplished or the Agreement is terminated, they shall be dealt with in accordance with the following provisions for Surrender of the Premises:

i) Conservancy's Obligations After Default. Conservancy shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed which accrues after the date of any default by Contractor hereunder. Such nonperformance by Conservancy shall not constitute a termination of Contractor's right to possession nor a constructive eviction.

ii) No Right of Redemption. Contractor hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law which allows Contractor any right of redemption or relief from forfeiture in the event Conservancy takes possession of the Premises by reason of any default by Contractor hereunder.

iii) Other Relief. All monetary obligations of the Contractor of any kind under this Agreement shall be considered rent. Conservancy shall have such rights and remedies for failure to pay such monetary obligation as Conservancy would have if Contractor failed to pay rent due hereunder. The remedies provided in this Agreement are in addition to any other remedies available to the Conservancy at law, in equity, by statute or otherwise.

(2) No Buy-Out. Where this Agreement has been terminated due to a breach on the part of the Contractor, under the terms of this Agreement the Conservancy shall not be obligated to purchase or pay for any improvements made by Contractor before or after taking possession of the Premises.

23. DEFAULT BY CONSERVANCY: The Conservancy shall not be in default of the performance of any obligation required of it hereunder unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by Contractor to Conservancy specifying the alleged default and the applicable provision of this Agreement giving rise to the obligation; provided, however, that if the nature of the Conservancy's obligation is such that more than thirty (30) days is required for its performance, then Conservancy shall not be deemed in default if it shall commence performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

24. TERMINATION: Upon mutual written agreement, the Contractor and Conservancy may terminate this agreement at any time during the term hereof. Unless circumstances require more immediate termination, the parties shall provide at least thirty (30) days advance notice to visitors and the general public prior to the date when such termination shall become effective. In the

event of termination, neither party shall be responsible for nor obligated to reimburse the other party for costs or losses it has incurred, unless allowed under the terms of this Agreement.

25. SURRENDER OF THE PREMISES: HOLDING OVER:

(a) **Surrender.** At the expiration or after earlier termination of this Agreement, Contractor at its own expense shall surrender the Premises to the Conservancy, remove all of its personal property on the Premises, restore and repair improvements on the Premises to a good, safe working condition, reasonable wear and tear excepted to the extent provided in section 9 hereof, and completely remedy any injuries it has made to the Premises. Conservancy may elect, by notice to Contractor, that Contractor must remove any Alterations that are peculiar to Contractor's use of the Premises and are not normally required or used by the Conservancy and/or future occupants of the Premises. Upon written approval of the Conservancy, the alteration or improvement may be left in place upon surrender. Contractor shall surrender the Premises within thirty (30) days of expiration or termination unless otherwise agreed to in writing.

(1) **Personal Property:** All of Contractor's personal property remaining on the Premises beyond such time shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, et seq., or such other laws as may be enacted regarding the disposition of Contractor's property remaining at the Premises. Contractor waives all claims against Conservancy for any damage to Contractor resulting from Conservancy's retention or disposition of Contractor's personal property. Contractor shall be liable to Conservancy for Conservancy's costs in storing, removing and disposing of Contractor's personal property or trade fixtures.

(2) **Failure to Surrender:** If Contractor fails to surrender the Premises to Conservancy within thirty (30) days after expiration or termination as required by this section, Contractor shall hold Conservancy harmless for all damages resulting from Contractor's failure to surrender the Premises.

(b) **Holding Over.** If Contractor, with Conservancy's express consent, remains in possession of the Premises after the expiration or earlier termination of this Agreement, such possession by Contractor shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During such month-to-month tenancy, all other provisions of this Agreement except those pertaining to the term shall apply.

26. CONTRACT NOTICES: Any required notices, or notices which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

[Contractor Contact]

John Shelton, Executive Officer
 San Joaquin River Conservancy
 5469 E. Olive Avenue
 Fresno CA 93727
 Phone (559) 253-7324
 Fax (559) 456-3194
 John.Shelton@sjrc.ca.gov

With Courtesy Copy to:

Deborah Halberstadt, Deputy Attorney General
Land Law Section
California Department of Justice
1300 I Street, Sacramento CA 95814
Phone: (916) 210-7785
Fax: (916) 327-2319
Deborah.halberstadt@doj.ca.gov

The addresses above may be changed by written notice given by such party to the other. Nothing in this paragraph shall preclude giving any notice by personal service.

27. NO RECORDATION, QUITCLAIM:

- (a) **No Recordation.** This Agreement shall not be recorded.
- (b) **Quitclaim.** Contractor shall execute and deliver to Conservancy on the expiration or termination of this Agreement, immediately on Conservancy's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form, or such other document as may be necessary to remove any claim of interest of Contractor in and to all property belonging to the Conservancy. Should Contractor fail or refuse to deliver to Conservancy a quitclaim deed or other documents as aforesaid, a written notice by Conservancy reciting the failure of the Contractor to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Contractor and all persons claiming under Contractor of the termination of this Agreement.

28. ASSIGNMENTS AND SUBCONTRACTS: Contractor may subcontract for any and all supplemental recreation services, subject to Conservancy's written approval. The Contractor shall not assign this Agreement of any part thereof unless such assignment is first consented to in writing by Conservancy.

29. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES: Contractor shall comply with all applicable laws, rules, and regulations and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. Contractor acknowledges and warrants that it is, or will make itself, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health, safety, and environmental protection.

30. HAZARDOUS SUBSTANCES:

- (a) **Use of Premises.** Contractor shall not keep, store or sell on the Premises any good, merchandise or material which is in any way explosive or hazardous. Nothing in this paragraph shall preclude Contractor from bringing, keeping, or using on or about said premises such materials, supplies, equipment, and machinery as is appropriate or customary in conducting Contractor's business.
- (b) **Pest Control Activities.** All chemical and non-chemical pest and weed control activities shall be approved by the Conservancy prior to their use by the Contractor, except for those activities undertaken as part of the Contractor's ongoing Weed Management and Jobs Creation Project and subject to a pesticide application license agreement in effect between the Contractor

and Conservancy. Such approval shall be solely for compliance with Conservancy's policies and in no way shall relieve Contractor or its contractors, employees, agents or representatives from compliance with all laws and regulations and/or orders concerning such activities and from carrying out the work in a workmanlike manner. Contractor, or the pest control business acting on behalf of Contractor, shall submit a report of completed work for each pest management action to the Conservancy no later than seven (7) days after performance of the work.

31. NONDISCRIMINATION: During the performance of this Agreement, Contractor and its employees shall not unlawfully discriminate, harass or allow harassment, against any employee, applicant for employment, or any member of the public because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Further, as part of compliance with the foregoing, Contractor and its employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Contractor or its employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (California Code of Regulations, Title 2, §7285.0 et seq.). Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under or in connection with this Agreement.

32. AMERICANS WITH DISABILITIES ACT: With regard to all operations and activities that are the responsibility of Contractor under this Agreement, Contractor shall be responsible for complying with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code, and including Titles I, II, and III of that law), and all related regulations, guidelines, and amendments to both laws, to the extent applicable.

With regard to physical features and facilities for which Conservancy is responsible under this Agreement, the Conservancy shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other laws, to the extent applicable. Conservancy shall be responsible for obtaining any plan approvals from other state agencies, should such approvals be deemed to be necessary for compliance with this provision.

33. CONFLICT OF INTEREST: Contractor warrants and covenants that no official, employee in the state civil service or other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in procuring this Agreement; or (b) will be employed in the performance of this Agreement without the immediate divulgence of such fact to Conservancy. In the event Conservancy determines that the employment of any such official, employee, associated person, or business entity is not compatible, Contractor shall terminate such employment immediately.

For breaches or violation of this paragraph, Conservancy shall have the right both to terminate this Agreement without liability and, in its discretion, recover the full amount of any compensation paid to such official, employee, or business entity.

34. THIRD PARTY USE OF PREMISES: Contractor's use of the Premises shall be non-exclusive. Conservancy may execute licenses and contracts with third parties for services and improvements on the Premises. Such agreements shall require the party to indemnify and hold harmless both the Conservancy and Contractor, and both shall be named as additional insured on the party's insurance. In order to reduce potential unmanaged risks to the Contractor from other uses, the Conservancy shall restrict those persons, agencies, or corporations granted licenses for the use of Conservancy properties from conducting activities on the Premises unless those entities fully cooperate and coordinate their activities with the Contractor, conform to Contractor practices and policies, do not unreasonably interfere with Contractor's activities and operations, and, in the Contractor's sole discretion, conduct their activities under the direct supervision of the Contractor.

35. WAIVER OF CONTRACT TERMS: No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein, nor of the strict and prompt performance thereof. No delay, failure, or omission of the Conservancy to re-enter the Premises or to exercise any right, power, or privilege or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No option, right, power, remedy, or privilege of the Conservancy shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the Conservancy by this Agreement shall be deemed cumulative.

36. INTERPRETATION OF CONTRACT: This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

37. TIME IS OF THE ESSENCE: Time shall be of the essence in the performance of this Agreement.

38. EMINENT DOMAIN: If, during the term of this Agreement, any property described herein or hereinafter added hereto, is taken in eminent domain, the entire award shall be paid to Conservancy.

39. TEMPORARY TENANCY: This tenancy is of a temporary nature and the parties to this contract agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

40. DRUG-FREE WORKPLACE: Contractor agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This is evidenced by the executed Standard Form 21, entitled "Drug-Free Workplace Certification," attached hereto and made a part of this Agreement.

41. CHILD SUPPORT COMPLIANCE: In the event the annual gross income generated as a result of this Agreement shall exceed one hundred thousand dollars (\$100,000.00), Contractor acknowledges that:

(a) The Contractor recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The Contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

42. WAIVER OF CLAIMS: The Contractor hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding to the extent it directly or indirectly attacks the validity of this contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this contract null, void, or voidable, or delaying the same or any part thereof from being carried out.

43. PARAGRAPH TITLES: The paragraph titles in this contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this contract, or in any way affect this contract.

44. CONTRACT IN COUNTERPARTS: This contract may be executed in counterparts, each of which shall be deemed an original.

45. INDEPENDENT CONTRACTOR: In the performance of this contract, Contractor and the agents and employees of Contractor shall act in an independent capacity and not as officers or employees or agents of the State.

46. UNENFORCEABLE PROVISION: In the event that any provision of this contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this contract have force and effect and shall not be effected thereby.

47. AGREEMENT IN WRITING: This Agreement contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally, or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the Conservancy and the Contractor, or their successors in interest.

X

X

X

X

X

IN WITNESS WHEREOF, the parties hereto warrant that they respectively have the requisite authority to enter into this Agreement, binding the named parties for which they sign and have executed this Agreement at the respective times set forth below:

CONTRACTOR

By: _____ Date: _____
Sharon Weaver
Executive Director

SAN JOAQUIN RIVER CONSERVANCY

By: _____ Date: _____
John M. Shelton
Executive Officer

Xavier Becerra, Attorney General of the State of California

Approved as to legal sufficiency:

By: _____ Date: _____
Deborah Halberstadt
Deputy Attorney General

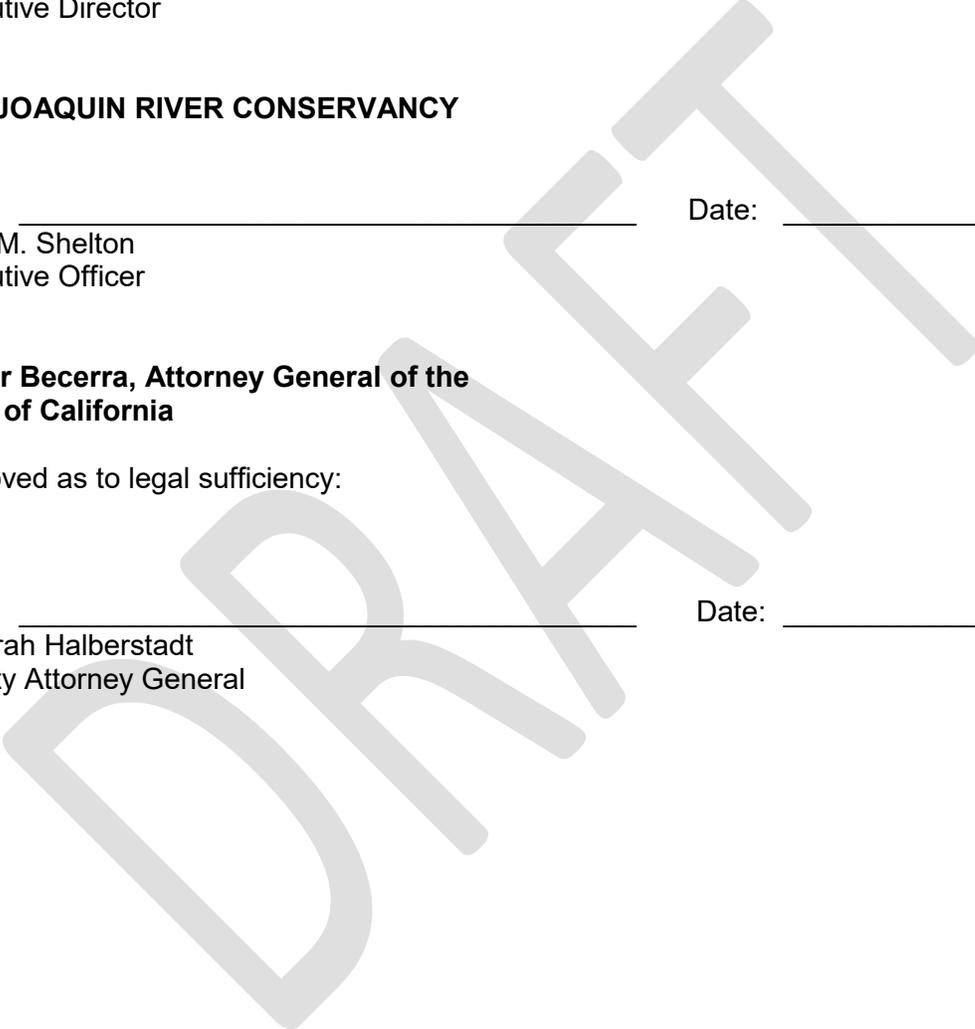


EXHIBIT B

SAN JOAQUIN RIVER CONSERVANCY REQUEST FOR PROPOSALS

FOR OPERATIONS, MANAGEMENT, PROGRAMS, RETAIL,
RENTAL, AND CARETAKING SERVICES AT

SYCAMORE ISLAND SAN JOAQUIN RIVER PARKWAY

Fall 2019



5469 E. Olive, Fresno CA 93727
(559) 253-7324
www.sjrc.ca.gov

**SYCAMORE ISLAND
SAN JOAQUIN RIVER PARKWAY
REQUEST FOR PROPOSALS**

TABLE OF CONTENTS

Section 1	Request for Proposal Overview
1.1	Important Proposal Dates
1.2	Published Notice
1.3	RFP Distribution and Mandatory Pre-Proposal Meeting and Site Visit
1.4	Additional Notice to Proposers
Section 2	Purpose of the RFP
2.1	Background
2.2	Premises and Location Map
2.3	Aerial Site Map and Photo
2.4	Requested Services
2.41	Goals and Objectives
2.42	Primary Contract and Subcontracts
2.43	Baseline Services
2.44	Supplemental Recreation-Related Programs, Events, Rentals, and Retail Services, and On-Site Residential Caretaker
2.5	Proposers' Qualifications
2.6	Agreement Summary
Section 3	The RFP Process
3.1	Notice, RFP Distribution, and Site Inspection
3.2	RFP Questions
3.3	Preparing and Submitting Proposals
3.4	Withdrawing Proposals
3.5	Selection
3.6	Contract Award
3.7	Contract Execution
3.8	Schedule Changes
Section 4	Evaluation Criteria for the "Best Responsible Proposal"
4.1	Evaluation Overview
4.2	Compliance with RFP Submission Requirements: Pass/Disqualified
4.3	Business Capabilities and Compliance: Pass/Disqualified
4.31	Payment
4.32	Financial Status and Credit Worthiness
4.4	Proposal Quality
4.41	Experience and Capability
4.42	Service Proposal
4.43	Proposed Percentage Payment and Pricing
4.5	Small Business Preference

Section 5 Instructions and Forms for Preparing and Submitting a Proposal

5.1 Format

5.2 Instructions for Completing Proposer Questionnaire/Proposal

5.21 Service Proposal

5.22 Percentage Payment Offer

5.23 Additional Information—Qualifications and Capabilities

5.24 Required Certification

5.3 Small Business Certification (optional)

5.4 Confidentiality of Proposals

5.5 Proposer Questionnaire/Proposal

I. Categories of Proposed Services

II. Proposer Identification

III. Business Finances and Support

IV. Service Proposal

V. Percentage Payment Offer

VI. Additional Information

VII. Proposer Certification

Section 6 Sample Agreement and Exhibits

6.1 2013-2019 Sycamore Island Visitation

6.2 2013-2019 Annual Revenues

6.3 Sample Agreement for Baseline Services and Supplemental Recreation-Related Programs, Events, Rentals, and Retail Services

Section 1 Request for Proposal Overview

The State of California, San Joaquin River Conservancy is offering an opportunity for one or more qualified and innovative contractors to partner with it to provide to the general public high-quality recreation at Sycamore Island within the San Joaquin River Parkway. This Request for Proposals (RFP) provides the detailed specifications, forms, formats, and instructions for preparing and submitting a proposal.

1.1 Important Proposal Dates

- **Release of the RFP:** **October 9, 2019**
- **Published Notices:** **October 9**
- **Secure copy of RFP and register for site visit by:** **October 25, 5:00 p.m.**
- **Mandatory Pre-Proposal Site Visit by:** **October 29**
- **Written Questions Due:** **October 30, 5:00 p.m.**
- **Responses to Questions Distributed:** **October 31, 5:00 p.m.**
- **Proposals Due:** **November 13, 5:00 p.m.**
- **Interviews and Evaluations Concluded by:** **November 22**
- **Contract Approval/Award:** **December 4**
- **First Day of Seasonal Operation, targeted for not later than February 7, 2020**

1.2 Published Notice

Notice of Request for Proposals (RFP) Sycamore Island Recreation Operations, Programs, Retail, Rental and Caretaking Services

Notice is hereby given that the San Joaquin River Conservancy (a State of California agency) is seeking a qualified, reliable, innovative, and responsive operator to provide recreation services at Sycamore Island through a service agreement. Sycamore Island is a publicly owned fishing, picnicking, and outdoor recreation venue located within the San Joaquin River Parkway, approximately 4 miles west of Highway 41 on the Madera County side of the river. Baseline operations and management, and supplemental recreation-related programs, events, rentals, retail, and caretaking services will be secured through this RFP. Sealed proposals will be accepted until 5:00 p.m. November 13, 2019, by the San Joaquin River Conservancy, 5469 E. Olive Ave., Fresno, CA, 93727. Proposals must be completed as required by the RFP. The contract will be awarded to the Best Responsible Proposer, which in the discretion of the Conservancy, will provide services in compliance with the contract and in the best interests of the State and the public. The contract term will be for a minimum of five and a maximum of ten years. Prospective proposers can secure a copy of the RFP from the Conservancy at the above address, via phone (559) 253-7324, or email Rebecca.Raus@sjrc.ca.gov.

Published: Fresno Bee and Madera Tribune, October 9.

1.3 RFP Distribution and Mandatory Pre-Proposal Site Visit

Proposers must contact the Conservancy at (559) 253-7324 or Rebecca.Raus@sjrc.ca.gov by 5:00 p.m. on October 25 to secure an RFP and register for a mandatory pre-proposal site visit. Site visits can be scheduled at the convenience of the proposers with Conservancy staff. The pre-proposal site visit shall be conducted by Tuesday, October 29, 2019, during regular business hours. Representatives of interested proposers must attend the pre-proposal site visit as scheduled. Failure by a proposer to have a representative attend the site visit shall render the proposer ineligible to submit a proposal. The site visit will cover: site features, Parkway uses and plans for Sycamore Island and vicinity, overview of requested services, RFP procedures and inquiries, and proposal evaluation and contract award procedures.

1.4 Additional Notice to Proposers

The notice of the RFP shall be published in newspapers of general circulation in the area and made broadly available to those known or believed to be potentially interested.

It is the responsibility of each proposer to be sure their complete proposal arrives at the Conservancy office by the deadline. Proposals will not be accepted after the deadline. Proposals must include one original and two copies submitted in a sealed package with the outside plainly marked, **“Service Proposal for Sycamore Island.”**

Section 2 Purpose of the RFP

2.1 Background

Sycamore Island was a privately operated, seasonal public fishing operation for over forty years. The site has been popular with generations of bass fishing enthusiasts from Fresno, Madera, and around the State who fish the gravel mining ponds and the river from the banks and from small boats.

In 2005 the State of California, San Joaquin River Conservancy purchased the property for the San Joaquin River Parkway. The Conservancy's mission is to provide public access, recreation, and outdoor education on the San Joaquin River, compatible with conserving and enhancing wildlife, natural habitat, and water resources, and protecting cultural resources (www.sjrc.ca.gov).

Services solicited through this RFP include baseline operations and management, and supplemental recreation-related programs, events, rentals, retail, and caretaking services to be provided by a primary contractor and its subcontractors through December 2017. Proposals must identify a proposed percentage of proceeds (greater than or equal to a specified minimum) to be paid to the Conservancy.

For the 2013 through 2019 seasons, Sycamore Island was operated and managed by the San Joaquin River Parkway and Conservation Trust, which was awarded a contract as a result of the last RFP release in the fall of 2012. Over the course of seven seasons, the site has received approximately 61,473 visitors, and generated approximately \$388,416 in gross revenue. The operator also received revenue from bait shop sales, canoe and kayak rentals, portage services, and fee-based tours and programs. A table showing monthly visitation 2012 through 2019 is included in Exhibit 6.1, and a table showing revenue for the same period is included in Exhibit 6.2.

The Conservancy has installed a vault toilet restroom, picnic shelters and tables, and vehicle and parking controls on the site. A small building serves as a bait shop and the site includes a large storage building. Other improvements that would benefit visitors, their safety and recreation experience, and the environmental setting will be considered in partnership with the successful proposer.

2.2 Premises and Location Map

The Premises to be operated by the contractor, for the purpose stated in this RFP, are those lands owned by the State of California within the boundaries of lands known as Sycamore Island and the Van Buren Unit consisting of Madera County APNs: 049-101-018, 049-102-003, 049-084-030, 049-084-032, 049-084-029, 049-084-033, 049-084-027, 049-084-026 and 049-084-025.

2.3 Aerial Site Map and Photo



2.4 Requested Services

2.41 Goals and Objectives

This RFP will result in awarding a contract for a minimum of five and maximum of ten years to a private for-profit and/or non-profit service provider which will collaborate with the Conservancy to:

- Provide at a minimum the **baseline services** consisting of at least nine months of operation (February through October), open to the public on Fridays, weekends, and holidays, generally from early morning to sunset, for public fishing and boating access, picnicking, hiking, and nature-oriented recreation;
- Provide these **baseline services** at the most reasonable day use fees possible;
- Provide innovative **supplemental services** for broad public recreational use of the site and increased visitation by employing recreational equipment demonstrations, recreational equipment rental, lessons, workshops, seminars, guided boating, special events (e.g., foot races, fishing derbies, geo-cache events), vendor exhibits, “dealer days,” etc.;
- Provide **supplemental services** to augment the fee income with on-site bait shop sales, equipment rentals, programs, events, courses, caretaker rental, and to generate related off-site recreational equipment sales;
- Potentially provide **supplemental services** consisting of an on-site caretaker resident, which could be established in a proposer-provided self-contained trailer, subject to the Conservancy providing a suitable source of domestic water;
- Develop **partnerships to improve visitor services and experiences** at Sycamore Island, such as: the Conservancy to develop capital improvements (additional picnic tables, stabilized boat ramps, ADA accessible trails and fishing areas, etc.); the State Department of Fish and Wildlife to provide fish stocking in the river; nonprofit river stewardship organizations to provide educational field trips, nature study, and field seminars; and fishing and outdoor sports organizations to sponsor events.

2.42 Primary Contract and Subcontracts

For-profit and nonprofit contractors and subcontractors may propose to provide the requested services:

- Baseline operations and management services (mandatory, section 2.43); and
- Supplemental recreation-related programs, events, rentals, retail, and caretaking services (optional, section 2.44).

The Conservancy, at its sole discretion, will select one primary provider that will provide all baseline services and provide supplemental services directly or through subcontracts. Subcontractors for specific services, programs, and events can be identified in the proposal, and can be secured on an on-going basis during performance of the contract.

The contractor will not have exclusive rights to use the property. The Conservancy will reserve the right to authorize licenses and to contract for capital improvements with other third parties. However, the third parties shall be required to coordinate their

activities with the contractor and may be required to name the contractor as additional insured.

2.43 Baseline Services

The proposal must provide at a minimum all of the following services for the safety and convenience of the general public's use and enjoyment of Sycamore Island:

(a) Open and close Sycamore Island during daylight hours for public use seasonally nine months of each year, each Friday, Saturday, Sunday, and State holiday. Traditionally, the site has been open February through October. On occasion the park has also been open during November and December. The minimum hours of operation on Fridays, weekends, and holidays are 6:00 a.m. to 5:00 p.m.; however, additional early morning and late evening hours are highly desirable. In 2012, the site has been open Mondays as well. Schedules may be periodically adjusted by mutual written agreement based on experience, and alternative schedules may be proposed.

(b) Collect per-vehicle and per-boat user fees for management services. As a guideline, in 2007, the Conservancy governing board approved an amount not to exceed \$15 total combined per vehicle and per boat trailer fees. **Payment to the Conservancy shall be not less than two percent of gross visitor day use fee revenue**, paid on a monthly basis.

(c) Provide bottled drinking water for sale at cost. The for-profit sale of other prepackaged non-alcoholic beverages and foods, and items that enhance the visitors' comfort, safety, enjoyment, and experience is optional. **Payment to the Conservancy shall be not less than two percent of the net profit (sales price less purchase cost).**

(1) Alcoholic beverages.

- A. The sale of alcoholic beverages by the Contractor, subcontractors, licensees, vendors, and sponsors is prohibited except as explicitly authorized by the Conservancy governing board and approved in writing.
- B. On an event-specific basis the Conservancy governing board may consider, authorize, and approve in writing the appropriately licensed and permitted sale of alcoholic beverages by subcontractors sponsoring charitable events. Special events and alcohol sales shall be subject to applicable state and local permits and licenses and specific additional insurance provisions described in Section 13 (c). Alcohol service and consumption must be confined to the specific area of the event. Participants and visitors may not leave the event area with alcohol in their possession or drink alcohol in other areas of the park.

(d) Provide all visitors with a copy of the rules for public use of Sycamore Island. The receipt shall stipulate that, in using the property, the visitor releases the State and the operator from liability.

(e) Provide for routine and satisfactory cleaning of the self-contained vault toilet restrooms, and provide for periodic vault waste removal (once per year is usually adequate). Contractor shall provide and properly maintain portable toilets at several disbursed locations on the site.

(f) Provide waste containers throughout Sycamore Island, and provide for weekly waste removal and proper disposal. After each weekend of use, all containers with wastes at the site must be closed with well-fitting lids, or wastes shall be removed to one or more bins with a closed lid. To the extent possible, provide and maintain recycling containers for beverage bottles and cans at key locations on Sycamore Island. To the extent possible, remove litter throughout Sycamore Island no less often than weekly.

(g) Oversee visitor activities during hours of public use, and communicate to visitors when they are observed in violation of public use rules. Provide at least one roving staff member who will communicate with visitors to reinforce positive behaviors to protect the environment and public health and safety. Inform the Conservancy and law enforcement agencies of any significant incidents of illegal activities or on-going public nuisances on the site.

(h) Clear visitors from Sycamore Island at the close of each operational day. Utilize an amplified megaphone or alternative method to communicate to visitors throughout the site. If visitors' vehicles are on Sycamore Island one-half hour after closing, post a notice on the offending vehicles and vacate and lock the site. Contract with a private security service to unlock gates for visitors at the visitors' cost, and post information about the service.

(i) Provide radio and/or wireless phone equipment adequate to ensure employee-to-employee on-site communications and off-site communications to enforcement and emergency response agencies.

(j) Contractor shall provide adequate and fully trained staff at the Premises during its operation, and shall ensure that competent substitutes are available on-call as necessary to maintain adequate staffing levels in the event of unscheduled absences. At a minimum, under routine and normal circumstances, two employees must be present on the Premises Saturdays, Sundays, and State holidays. Subject to written approval of the Conservancy, on weekdays (not including State holidays) two employees shall be present during specified hours for opening and closing the Premises; only one employee shall be required to be present during mid-day, provided one additional employee is available on-call to serve as backup. Nothing in this Agreement shall be construed to require the Contractor to have more than two employees on the site at one time. Contractor shall provide training for those to be employed on the Premises, covering subjects that include but are not limited to water and boating safety, emergency communications, Parkway public information, fishing regulations, and standard operating procedures. At least one on-site employee shall be Red Cross certified (or equivalent) in basic first aid and cardiopulmonary resuscitation. Basic first aid kits shall be maintained on the site.

(k) The operator may use the warehouse and scalehouse at Sycamore Island for fee collection, snack and bait sales, storage, and a staff center, and may make improvements to better utilize or secure those buildings. Maintain any buildings the operator uses on Sycamore Island in a clean, safe, and sanitary condition free of trash, garbage, and obstructions of any kind. Maintain all improvements on Sycamore Island in good condition and repair as necessary to preserve them for their intended purpose and use for an optimum useful life.

(l) Advertise Sycamore Island services, programs, and events on a website and in brochures. All advertisements, flyers, brochures, and websites published by the operator in support of Sycamore Island shall be subject to the review and approval of the Conservancy.

2.44 Supplemental Recreation-Related Programs, Events, Rentals, and Retail Services, and On-Site Residential Caretaker

The proposal may provide for some or all of the supplemental services either directly or through subcontractors. Subcontractors for specific services, programs, and events can be identified in the proposal, or secured on an on-going basis during performance of the contract. Potential supplemental services include, but are not limited to:

(a) The retail sale of bait, sunscreen, ice, prepackaged non-alcoholic beverages and foods, and other convenience and snack items;

(b) Canoe and/or kayak rentals, properly equipped; supervised canoeing and/or kayaking tours; (non-motorized boating only);

(c) Other recreational equipment rentals, such as mountain bikes;

(d) Fee-based or free outdoor sports instruction, equipment demonstrations, lessons, and workshops, such as mountain bike demonstrations, fishing derbies, fly casting workshops, and geo-caching;

(e) Fee-based or free special events, canoeing races, and public floating events. "Special events" are all activities beyond the normal scope of general visitor use, including but not limited to use outside the scheduled hours of operation for the general public, events involving alcohol sales, events involving amplified sound, any activity that restricts or requires additional fees for general public use to any area, and any activity that incurs greater liability to the State of California than is incurred through routine recreational activities.

(f) Fee-based or free environmental education and natural and cultural history interpretive programs; field seminars for nature appreciation, such as painting classes, bird identification, photography, etc.; and/or

(g) Services to enhance visitors' experience if they have disabilities which would otherwise limit their access and opportunities; for example, provide wheelchairs

equipped with tires for outdoor terrain, improve areas for wheelchair access, and provide specialized programs.

(h) Contractor shall publicly promote a schedule of Sycamore Island events and programs and provide a schedule to the Conservancy to post on its website.

(i) The types of supplemental programs and special events and number of expected visitors shall not exceed the carrying capacity of the site and its uses as established by the Conservancy and based on existing improvements, historical seasonal visitation, parking, Americans with Disabilities Act accommodation, environmental protection, road capacity, emergency access and response, land use and environmental review laws, and other factors.

(j) Supplemental programs and special events shall be subject to requirements and management practices of the Conservancy, applicable State and local permits and licenses. Special events are also subject to the permitting and licensing requirements of the County of Madera.

Payment to the Conservancy shall be not less than two percent of the net profit on retail sales, two percent of gross income on rentals, and two percent of the gross income on program and event registration fees.

A supplemental on-site residential caretaker to provide a security presence on the property may be developed in partnership with the Conservancy. The Conservancy must first provide a suitable source of domestic water. The contractor would provide a self-contained residential trailer. The tenant shall be selected by the contractor and approved by the Conservancy. The contractor (and its tenant) shall be responsible for all associated utility charges, proper off-site wastewater disposal, insurance, and possessory use taxes. The Conservancy would be responsible to provide an electrical utility hookup and drinking water hookup. **The payment to the Conservancy would be not less than ten percent of the tenant's rent.**

2.5 Proposers' Qualifications

The Conservancy is seeking proposals from those experienced in operating service-oriented businesses or programs; recreational retail, demonstrations, or rentals; outdoor leadership, education, or lessons; and/or equivalent kinds of experience or transferable skills. Relevant experience includes, but is not limited to, those with experience as an owner or manager of a successful service or business, environmental education program, outdoor adventures, public recreation, and recreation events.

The proposer should possess the following qualifications:

- Demonstrated capability to **perform** its contractual service commitments;
- Demonstrated experience to **manage** the services;
- Demonstrated **fiscal accountability** and **financial ability** to fund the required equipment, furnishings, and equipment;

- Demonstrated ability to interact positively with customers, provide information, and achieve **customer and general public satisfaction**;
- Demonstrated experience, support, and interest in **outdoor recreation, conservation, and healthy leisure activities**.
- Demonstrated ability to successfully **promote** a business, service, or event.

2.6 Agreement Summary

A sample Agreement for Services is provided in Exhibit 6.3. It is important for proposers to understand all of the terms and conditions of the agreement as drafted. A summary of significant provisions is provided below as an overview only.

Term

The term of the agreement shall be for a minimum of five years expiring December 31, 2024, and with a good service record may be extended by the Conservancy board to a maximum of ten years, expiring December 31, 2029.

Payments

The contractor shall pay on a monthly basis, as applicable, the greater of the amount proposed by the selected contractor or not less than: two percent of gross visitor day use fee revenue; two percent of the net profit (sales price less purchase cost) on retail items; two percent of gross income on rentals; two percent of the gross income on event and program registration fees; and ten percent of the tenant's rent for an on-site caretaker. The agreement will allow the contractor to negotiate for Conservancy approval to perform added services or improvements in return for payment credits.

Approved Fees

The contractor shall not charge day use fees greater than those set forth in the its proposal and approved by the Conservancy. The contractor may provide discounts, specials, and reduced annual passes, provided they are available to the general public.

Insurance

The contractor shall provide evidence of public liability insurance of at least \$2,000,000, automobile insurance meeting at least the minimum limits of the State of California, and worker compensation insurance that meets all applicable requirements of the Labor Code of the State of California. The contractor shall be required to indemnify the State of California for its actions under the agreement.

Permits, Licenses and Regulations

The contractor shall obtain all necessary licenses and permits, and comply will all applicable laws and regulations.

Utilities

The contractor shall pay for all utilities used for its operations and programs, including electricity, waste collection, and routine wastewater disposal.

The Conservancy will assume responsibility for maintaining, operating, and managing any irrigation systems in use, and for paying associated electrical costs, for restoration and mitigation plantings.

Non Discrimination

The contractor shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or any member of the public. The contractor and its employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall the contractor or its employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person.

The contractor shall comply with the requirements of the Americans With Disabilities Act relating to the services it provides.

Alcoholic Beverages

The sale of alcoholic beverages shall be prohibited except as explicitly authorized by the Conservancy governing board and approved in writing.

Incompatible Activities

In conducting operations and programs at the site, the contractor shall only engage in and promote activities that are compatible with the mission of the San Joaquin River Conservancy and are consistent with the San Joaquin River Parkway Master Plan.

Personal Use

The contractor's employees, friends, relatives, business partners, or volunteers may not use Sycamore Island or its structures for personal uses unrelated to the services provided under the contract.

Third Party Activities

The contractor shall not have exclusive rights to use the property. The Conservancy will reserve the right to authorize licenses and to contract for capital improvements with other third parties. The third parties shall be required to coordinate their activities with the contractor and may be required to name the contractor as additional insured.

Performance Bond

The contractor shall provide a performance bond or letter of credit in the amount of \$7,000 to guarantee faithful performance of the agreement. The amount is the average total day use fee revenue for two months in 2012.

Section 3 The RFP Process**3.1 Notice, RFP Distribution, and Site Inspection**

Information about noticing, RFP distribution, and the pre-proposal meeting are provided in Section 1. Those wishing to visit the site on their own after they have attended the mandatory pre-proposal meeting, may do so by contacting the Conservancy office.

3.2 RFP Questions

All questions regarding this Request for Proposals shall be submitted in writing, emailed, or faxed and received by the Conservancy no later than October 30, 2019, 5:00 p.m. No telephone or personal inquiries about the content of the Request for Proposals will be answered. Questions shall be submitted to:

San Joaquin River Conservancy
5469 E. Olive Avenue
Fresno, CA 93727
Fax: (559) 253-7324
Email: Rebecca.Raus@sjrc.ca.gov

The Conservancy will respond in writing or electronically to all questions as clearly and completely as possible without jeopardizing the competitiveness of the proposals. The Conservancy reserves the right to clarify questions in communications with prospective proposers. Within one day a written compilation of all the questions received, Conservancy responses and any RFP addenda and/or errata will be sent to prospective proposers by email and also by first-class mail.

3.3 Preparing and Submitting Proposals

In order to be eligible for evaluation, each proposer must prepare and submit, not later than the RFP deadline, a proposal package in full accordance with the instructions set forth in Section 5. The proposal package, consisting of the Proposer Questionnaire and Proposal, must include the forms, formats, and requirements provided in Section 5.

3.4 Withdrawing Proposals

Proposals may be withdrawn at any time prior to the deadline for submittal of proposals, via a written request to withdraw from the proposer and to the Conservancy. The withdrawal of a proposal shall not prejudice the right of the proposer to file a new proposal prior to the deadline. Submitted proposals are irrevocable after the deadline.

3.5 Selection

The Conservancy reserves the right to:

- Accept or reject any or all proposals.
- Waive any or all immaterial defects or irregularities or requirements in the RFP for the benefit of the State, so long as such waiver does not give any proposer a material advantage over other proposers. A proposer shall not be relieved of his/her proposal nor shall any change be made in his/her proposal because of mistakes.
- Seek supplementary information or clarification from any proposer at any time between proposal acceptance and the contract award. The Conservancy may

make reference and background inquiries to further establish the qualifications of any proposer. Any proposer may be interviewed and the proposer's business premises may be inspected prior to award.

A selection committee will be convened to review, evaluate and rate proposals received based conformance to RFP requirements and the evaluation criteria described in Section 4. The committee will make a recommendation to the Conservancy governing board regarding awarding a contract to the Best Responsible Proposer. The selection committee will include Conservancy staff and representatives from other government agencies.

Proposals submitted in response to this RFP will become the property of the State. The Conservancy will not make proposals available to others for review until after the recommendation to award the contract is publicly released for the San Joaquin River Conservancy governing board's consideration.

3.6 Contract Award

The contract award shall be made at a regular monthly meeting of the Conservancy governing board. The action by the governing board to select a service provider and award a contract shall be final.

3.7 Contract Execution

The Conservancy shall prepare the final contract for execution. The contract will contain the successful proposal and various exhibits. Minor changes or modifications to the contract, service proposal, and contract exhibits may be made prior to execution; however, no major substantive change to the contract or its exhibits as presented in the RFP and in the successful proposal may be made.

Upon receipt of the final contract from the Conservancy, the successful proposer shall be required to sign and return the contract and provide evidence of the required insurance. The successful proposer must also submit the required performance bond or letter of credit.

Failure of a successful proposer to sign and deliver the contract within thirty days of receipt and to provide the Conservancy with the performance bond and evidence of required insurance within the time limit may be treated by the Conservancy as a refusal by the proposer to execute the contract. In that event the Conservancy, in its sole discretion, may accept the second Best Responsible Proposal and so on until a contract is fully executed.

The contract shall be subject to review and approval by State agencies. The contract shall not be binding on the State until all such approvals are obtained.

3.8 Schedule Changes

The RFP schedule is shown in Section 1.1. If unforeseen factors impact the timing of the project, the Conservancy will keep proposers informed of schedule changes as they occur.

Section 4 Evaluation Criteria for the “Best Responsible Proposal”

4.1 Evaluation Overview

In general, the evaluation process is intended to identify the Best Responsible Proposal that demonstrates the capability to **perform** contractual service commitments; experience to **manage** the services; **fiscal accountability and financial capability**; ability to achieve **customer and general public satisfaction**; experience, support, and interest in **outdoor recreation, conservation, and healthy leisure activities**; and ability to successfully **promote** a business, service, or event.

A number of factors shall be considered in evaluating each proposal, including but not limited to: compliance with the RFP submission requirements; experience, capability and quality of relevant experience; the proposed services, fees, and payments; completion of required certifications; and certified small business status (all other criteria being equal).

The following section describes the evaluation criteria that will be utilized to select the Best Responsible Proposal. Criteria include objective “pass/disqualified” ratings, and scores awarded for subjective evaluation of proposal quality. Any proposal receiving a “disqualified” rating for any reason will be rejected.

4.2 Compliance with RFP Submission Requirements: Pass/Disqualified

The Proposer Questionnaire/Proposal with all required information, the service proposal, forms, and certifications must be completed and submitted to receive a pass rating to qualify for consideration.

4.3 Business Capabilities and Compliance: Pass/Disqualified

Proposers must receive a pass rating for each of the following to qualify for consideration:

4.31 Payment

The proposal must meet or exceed the minimum payment requirements detailed in the Proposer Questionnaire/Proposal, Section 5.5, Part IV. The proposal must not include payment stipulations or conditions other than those provided for in the sample agreement.

4.32 Financial Status and Credit Worthiness

The proposer must have a satisfactory financial statement and credit bureau report with few or no derogatory comments. The proposer must provide an acceptable written explanation for any derogatory comments in order to receive a “pass” rating in this category.

4.4 Proposal Quality

4.41 Experience and Capability—30 points possible

Proposers will be evaluated on their verified years of experience, the quality of their experience and their demonstrated ability to perform in a similar business or service. Experience in a similar business or service with ownership and or management responsibilities will receive greater weight than experience involving a less similar business or service, or in roles with less responsibility.

“Experience in a similar business or service” for the purposes of this RFP is defined as an individual or entity that has been directly involved in: service-oriented businesses or programs; recreational retail, demonstrations, or rentals; outdoor leadership, education, or lessons; and/or equivalent kinds of experience or transferable skills. Relevant experience includes, but is not limited to, those with experience as an owner, manager, or coordinator of a successful service or business, environmental education program, outdoor adventures, public recreation facility, and recreation events.

Scores will be assigned based on the relative degree to which the combined experience, quality, and demonstrated capabilities contribute to the value of the service proposal.

4.42 Service Proposal—30 points possible

The service proposal must demonstrate an understanding of the Conservancy’s goals and objectives and the proposer’s ability and commitment to provide services in a comprehensive, effective, and responsive manner.

Scores will be assigned based on the relative degree to which the proposal addresses the goals and objectives of the Conservancy, needs of visitors and the surrounding community, and the practical operational necessities to provide the proposed services.

4.43 Proposed Percentage Payment and Pricing—30 points possible

Proposals shall be evaluated on both the proposed percentage payments to the Conservancy and the proposed day use fee schedule. In general, lower day use fees will be favored over higher percentage payments, in order to provide services to the public at the lowest prices possible.

Any proposal that presents a very low day use fee schedule or very high percentage payment relative to the other proposals may not be considered fiscally feasible, responsible, or acceptable. During the evaluation process the proposer may be required to substantiate its reasoning and prove to the satisfaction of the Conservancy the ability to provide the services. Failure to provide such proof may be cause to reject the proposal.

4.5 Small Business Preference—10 points possible

A business with average annual receipts (gross income) not exceeding fourteen million dollars (\$14,000,000) over the last three tax years and which substantially meets the criteria set forth in Title 2, California Code of Regulations, Section 1896 et seq., shall be considered a small business. Instructions for securing small business certification are provided in Section 5.

Section 5 Instructions and Forms for Preparing and Submitting a Proposal

5.1 Format

Proposals must be received by the Conservancy by the deadline, in sealed packages clearly marked, **“Service Proposal for Sycamore Island.”** Each proposer must **submit one original and two copies** of the proposal. All material should be in an 8½” X 11” format, with page numbers. Large formatted exhibits are acceptable if folded to fit within the 8½” X 11” packet.

5.2 Instructions for Completing Proposer Questionnaire/Proposal

A complete Proposer Questionnaire/Proposal (Section 5.5) will include the proposer’s background, financial and credit information, the service proposal, payment offer, and supplemental information to demonstrate the qualifications and experience of the proposer. Proposers should not leave blank or fail to respond to any of the items. Inapplicable questions or blanks must be marked “N/A” or “Not Applicable”. Failure to properly complete each element of the required Questionnaire/Proposal may disqualify the proposal.

The proposal must be clear and unambiguous. The proposal should clearly commit the proposer to enter into a contract with the State to provide the services and other improvements as required by this RFP and offered in the proposal. Financial commitments must be made and conditioned only on executing the contract.

The submission of a proposal shall be deemed evidence that the proposer is aware of the responsibilities of being a concessionaire; possessory interest tax as related to concessions; the site selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal questionnaire, and the sample concession contract included herein.

Note: The Conservancy may accept proposals from non-profit organizations to operate Sycamore Island identified in this RFP. Partnership proposals between for-profit and non-profit organizations will be considered. Any outside funding sources such as grants and charitable contributions that are proposed to support Sycamore Island operations should be identified in the proposal.

Proposers may include additional pages as needed and furnish additional information.

5.21 Service Proposal

The service proposal must include, but is not limited to, the following elements:

- Executive Summary;
- Vision/Mission Statement;
- Services, merchandise, and programs to be provided;
- Proposed day use fees;
- Organizational Structure;
- Employee supervision and training;
- Customer/public service;
- Facility and equipment maintenance;
- Marketing and advertising;
- Environmental awareness, conservation, and recycling; and
- Security and public safety.

5.22 Percentage Payment Offer

Forms are provided in Section 5.5 to present the proposed payment amounts.

5.23 Additional Information—Qualifications and Capabilities

The proposer should complete this section to summarize previous experience that qualifies and supports the proposer's ability to provide the requested services. This section should address the special abilities, assets, and attributes that the proposer possesses to successfully provide the services.

5.24 Required Certification

A form is provided to certify that the proposer is fully aware of and has carefully considered the terms and conditions of the sample agreement, the contractor's obligations and responsibilities, site conditions, possessory interest tax as related to any lease or rental of the site in Madera County, and the instructions and forms contained in the RFP.

5.3 Small Business Certification (optional)

Preference will be granted to proposers properly certified as Small Businesses as defined in Title 2, Section 1896, et seq., California Code of Regulations. To claim this preference, proposals must include a copy of the Small Business Certification and Office of Small Business (OSB) identification number. To ensure a certifiable document, applications should be submitted to OSB well before the proposal closing date and properly identify a business type consistent with this RFP. It is the proposer's responsibility to contact OSB to verify the completeness of the application. Incomplete documents are not certifiable. Proposers may obtain certification and application information from Rebecca.Raus@sjrc.ca.gov at the San Joaquin River Conservancy, (559) 253-7324, or from www.pd.dgs.ca.gov, or:

Office of Small Business and DVBE Services, Room 1-400
 707 Third Street
 West Sacramento, CA 95605
 Phone (916) 376-5000

5.4 Confidentiality of Proposals

All proposals submitted in response to this RFP become the property of the State and are subject to the requirements of the Public Records Act (California Government Code Section 6250 et seq.). Any proposer must identify in writing all copyrighted materials, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Requests to review proposals will not be allowed until after the Conservancy governing board provides notice of its intent to award a contract.

Section 6 Sample Agreement and Exhibits

A table showing monthly visitation 2012 through 2019 is included in Exhibit 6.1, and a table showing revenue for the same period is included in Exhibit 6.2. A sample agreement is included as Exhibit 6.3.

5.5 PROPOSER QUESTIONNAIRE/ PROPOSAL

A fully completed questionnaire is required for the proposal to be considered. Failure to comply with instructions could result in proposal disqualification. The proposer should answer all sections as completely and detailed as possible, and should not delete, leave blank, or fail to answer any items in the questionnaire. Sections that are not applicable should be so indicated. An electronic copy (Word file) of this questionnaire is available from the Conservancy upon request.

I. PROPOSER IDENTIFICATION

A. GENERAL INFORMATION

Proposed Primary Contractor's Name, exactly as it will appear on the agreement:

Address:

Phone Number:

Fax:

Email Address:

Project Manger:

B. CONTACT PERSON

All correspondence to the proposer will be through one contact person, who will be responsible for disseminating information to the other persons involved in the proposal.

Name:

Address:

Phone Number:

Fax:

Email Address:

C. TYPE OF BUSINESS, BUSINESS INFORMATION

Check the one box below that describes the type of business; complete this information for each proposed subcontractor as well (attach additional sheets if necessary):

(1) Primary Contractor Business Name:
Small Business: NO YES S/B Number: _____
Federal Tax Payer I.D.:

Nonprofit Organization (NPO), 501(c)(3) or other: _____
Date NPO was established: _____

Sole Proprietorship

Partnership
Date Partnership established: _____
Date Partnership agreement was recorded: _____
(enter NA if not recorded)
Has the Partnership done business in California: YES Dates _____
 NO

Selected partnerships must provide a copy of the partnership agreement and provide partner names, titles, addresses, and share information prior to executing an agreement.

Joint Venture
Date Joint Venture established: _____
Date Joint Venture statement/agreement was recorded: _____
(enter NA if not recorded)
Has the Joint Venture done business in California: YES Dates _____
 NO

Selected joint ventures must provide a copy of the statement/agreement and provide joint venture names and addresses prior to executing an agreement.

Corporation
Date incorporated: _____
Place incorporated: _____
Is Corporation authorized to do business in California: YES NO
How is the Corporation held? Publicly Privately

Selected corporations must provide a copy of the current Annual Report prior to executing an agreement.

- (2) Sub-Contractor Business Name:
 Small Business: NO YES S/B Number: _____
 Federal Tax Payer I.D.: _____
- ____ Nonprofit Organization (NPO), 501(c)(3) or other: _____
 Date NPO was established: _____
- ____ Sole Proprietorship
- ____ Partnership
 Date Partnership established: _____
 Date Partnership agreement was recorded: _____
 (enter NA if not recorded)
 Has the Partnership done business in California: YES Dates _____
 NO
Selected partnerships must provide a copy of the partnership agreement and provide partner names, titles, addresses, and share information prior to executing an agreement.
- ____ Joint Venture
 Date Joint Venture established: _____
 Date Joint Venture statement/agreement was recorded: _____
 (enter NA if not recorded)
 Has the Joint Venture done business in California: YES Dates _____
 NO
Selected joint ventures must provide a copy of the statement/agreement and provide joint venture names and addresses prior to executing an agreement.
- ____ Corporation
 Date incorporated: _____
 Place incorporated: _____
 Is Corporation authorized to do business in California: YES NO
 How is the Corporation held? Publicly Privately
Selected corporations must provide a copy of the current Annual Report prior to executing an agreement.

II. BUSINESS FINANCES AND SUPPORT

A. BUSINESS FINANCIAL STATEMENT

Proposed primary contractors must provide a full and detailed description of the true condition of the business's assets, liabilities, and net worth in the form requested below. If the business is a partnership or joint venture, each general partner or joint venture must individually submit a statement. Additional information may be provided in attachments. Amounts should be rounded to the nearest dollar.

Name of Business or Partner/Joint Venturer Name: _____
As of (date): _____

ASSETS

Current Assets

Cash on hand in bank _____

Accounts Receivable:

 Current _____

 Over 30 days _____

 Over 60 days _____

Notes Receivable due w/in 1 year _____

Merchandise inventory: cost/market _____

Other current assets:

Sub Total Current Assets _____

Long Term Assets

Notes Receivable due after 1 year _____

Land and Buildings (at cost) _____

 <Less> Reserve for Depreciation (_____)

Fixtures and Equipment (at cost) _____

 <Less> Reserve for Depreciation (_____)

Prepaid Expenses/Deferred Changes _____

Other long term assets:

_____	_____
_____	_____

Sub Total Long Term Assets

TOTAL ASSETS

B. BUSINESS, PARTNERS, AND CLIENT LETTERS OF SUPPORT

Proposed contractors must submit a minimum of three business, partner, and/or client letters of support. At least one must be from someone who is familiar with the proposer's business operations. References should be able to verify and support the experience cited in this proposal. Be sure to notify the references in writing (form provided), that a representative of the San Joaquin River Conservancy may contact them concerning the information and experience that you have furnished with your proposal, including financial information. List the letters of support and enclose them in the proposal.

(1) Letter of Support/Reference

Contact Name:

Business Name:

Address:

Phone Number:

Type of Business Relationship:

Length of Association:

(2) Letter of Support/Reference

Contact Name:

Business Name:

Address:

Phone Number:

Type of Business Relationship:

Length of Association:

(3) Letter of Support/Reference

Contact Name:

Business Name:

Address:

Phone Number:

Type of Business Relationship:

Length of Association:

AUTHORIZATION TO RELEASE INFORMATION

To Business References listed in Sycamore Island Service Proposal:

I/my company has submitted a proposal to the State of California, San Joaquin River Conservancy, for a service agreement. I hereby authorize you to release or discuss any or all information in your possession pertaining to me/my company as requested by an employee of that agency in connection with and to verify information submitted by me in the proposal.

Proposer Signature

Date Signed

Printed Name

Position/Title

Company Name (if applicable)

C. CREDIT WORTHINESS

Proposed primary contractors must attach a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date. Any derogatory information listed on the report must be explained on an attachment to the credit report.

III. SERVICE PROPOSAL

Prepare and submit a narrative Service Proposal on attached pages. Use the following checklist to indicate that all of the required sections are included in the proposal.

__A. Executive Summary

Summarize, in one or two paragraphs, the services to be provided, and highlight the key points of the proposal.

__B. Vision/Mission Statement

Present a focused mission statement or goals that capture the intent of the service proposal.

__C. Services, Products, Merchandise, Programs, and/or Events to be Offered

Provide a thorough description of the overall services, products, merchandise, programs, and/or events to be provided. Provide a proposed schedule identifying months of operation, days of operation, and hours of operation. Address the contract requirements, proposer's planned visitor services, programs, and/or events, and consider seasonal and peak use circumstances. All of the baseline services required in the RFP must be included.

__D. Proposed Day Use Fees

Present a proposed schedule of day use fees. As a guideline, for 2008 through 2012-2019 the fees were \$9.00 per vehicle per day, and \$5.00 per trailered boat per day, with annual passes at a discount. The proposal's schedule of fees can be allocated differently, can eliminate the per boat fee, can vary for weekend and weekday visitors, vary seasonally, and can be discounted for partial-day entry. After the first year of operation, fees may be adjusted no more often than once annually, subject to review and approval of the Conservancy governing board. The final schedule of fees may be negotiated prior to execution of the agreement.

__E. Organizational Structure

Describe the organization and staffing plan to perform the proposed services, provide appropriate supervision, and manage the operation. Define the on-site staff, off-site oversight and management, job classifications to be used, and jobs skills and qualifications required. Describe the assignments, duties and schedules for the various services. Address the required services, proposer's planned schedule of operations, service, and/or programs, and consider seasonal and peak use circumstances.

__F. Employee Supervision and Training

Describe the manner in which required and appropriate training will be provided to on-site staff. Describe in general supervision and personnel policies. Practices

should ensure skilled staffing in sufficient numbers to provide uninterrupted, high-quality services.

__G. Customer/Public Service

Provide evidence of a strong commitment and ability to provide positive customer service and conscientious public service. Describe the approach to customer/visitor relations, customer satisfaction, and customer feedback. Make note if the proposal includes services, days/hours of operation, staffing, etc. that exceed the minimum required in the RFP.

__H. Facility and Equipment Maintenance

Describe equipment to be provided for the operation, and describe who will be responsible for, and how it will be inspected, maintained, repaired, and replaced as necessary. Describe how bait shop and/or warehouse facilities would be used in the operation and associated maintenance and housekeeping.

__I. Marketing and Advertising

Describe public outreach, promotion, marketing, and advertising to be provided for the proposed services.

__J. Environmental Awareness, Conservation, and Recycling

Describe proposed visitor and customer outreach to encourage appropriate behaviors to protect natural resources at Sycamore Island. Indicate acceptance of the applicable waste management and recycling required in the RFP.

__K. Security and Public Safety

___**General Security**

Describe proposed security measures, proposed outreach to visitors and customers to encourage personal safety, and measures to communicate with appropriate enforcement authorities (e.g., Sheriff's Departments, Department of Fish and Game, California Highway Patrol, etc.).

___**On-Site Residential Caretaker**

If applicable, describe whether the proposer is interested in developing an on-site caretaker in cooperation with the Conservancy and how that might be facilitated.

IV. PERCENTAGE PAYMENT OFFER

A. BASELINE OPERATIONS AND MANAGEMENT SERVICES

Present a monthly payment offer based on the proposed day use fee schedule and a percentage payment of gross fees collected. The minimum required percentage payment to the Conservancy is two percent of the gross user fee revenue.

Enter the payment offer below:

The proposed payment offer submitted in this proposal is _____ percent of gross day use fees.

B. SUPPLEMENTAL RECREATION-RELATED PROGRAMS, EVENTS, RENTALS, AND RETAIL SERVICES

Present a monthly payment offer based on a percentage payment of net profit on retail sales, gross income on rental fees, and gross income on program and event registration fees. If subcontracted, the minimum required percentage payment to the Conservancy is two percent of the net profit on retail sales, two percent of gross income on rentals, and two percent of the gross income on program and event registration fees. The minimum required payment to the Conservancy for an on-site residential caretaker shall be no less than ten percent of the tenant's rent paid to the contractor.

Enter the payment offer below:

The proposed payment offer submitted in this proposal is:
_____% *of the net profit on retail sales (2% minimum)*
_____% *of gross income on rentals (2% minimum)*
_____% *of the gross income on program and event registration fees (2% minimum)*
_____% *of the gross rent charged to an on-site residential caretaker (10% minimum)*

V. ADDITIONAL INFORMATION

On no more than one separate page in narrative format summarize how proposer's experience, abilities, qualifications, assets, and attributes qualifies and supports its proposal to provide services. The proposer should consider and relate the presentation to the evaluation criteria described in Section 4 of the RFP.

The proposer may also attach resumes of key personnel, brochures of similar services, copies of promotions, photos of activities or events, etc., in support of the proposal.

VI. PROPOSER CERTIFICATION

As an authorized representative of the proposer, I am personally acquainted with the premises of the subject site and I have read, understand and agree with the terms and conditions specified in the RFP document, including the Sample Agreements. I certify the proposer meets the required experience qualifications and is committed to employ a supervisor and staff that meet the required qualifications. I certify the proposer has the necessary financial resources to equip and perform the proposed services. In the event the proposal is accepted and approved by the State, I will:

1. Execute and complete the Contract incorporating this proposal and all the terms and conditions contained in the RFP. The Contract will then be executed by the State upon approval by appropriate State agencies;
2. Provide the Performance Bond or letter of credit upon execution of the Contract by State; and
3. Provide the proposed services and payments.

I hereby certify that all responses and information provided in connection with this proposal are true to the best of my knowledge and belief, and I understand and agree that any misstatement or omission of any material fact may cause forfeiture on my part of all rights to the proposed agreement to be awarded by the State of California.

I hereby respectfully submit this proposal, including all required documents and statements. I represent that the signatories hold the positions set forth below their signatures and are authorized to execute this proposal.

If the proposal is made by a sole proprietor, this form shall be signed with the full name of the Proposer. If it is made by a partnership, a limited partnership, or joint venture, it shall be signed with the full name of each partner or member thereof. If it is made by a corporation, it shall be signed by: (1) the President, any Vice-President, or the Chairman of the Board; and (2) by the Corporation Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer.

SIGNATURE	POSITION/TITLE AND/OR FUNCTION	DATE
PRINTED NAME	PHONE NUMBER	FAX NO.
ADDRESS	CITY/STATE/ZIP CODE	
SIGNATURE	POSITION/TITLE AND/OR FUNCTION	DATE
PRINTED NAME	PHONE NUMBER	FAX NO.
ADDRESS	CITY/STATE/ZIP CODE	
SIGNATURE	POSITION/TITLE AND/OR FUNCTION	DATE
PRINTED NAME	PHONE NUMBER	FAX NO.
ADDRESS	CITY/STATE/ZIP CODE	

PRIVACY NOTICE

Section 1798.17 of the Civil Code requires this notice be provided when collecting personal information from individuals. Each individual has the right to review the information maintained by the Conservancy unless exempted by law.

RESPONSIBLE OFFICIAL

Executive Officer
San Joaquin River Conservancy
5469 E. Olive Avenue
Fresno, CA 93727
(559) 253-7324

AUTHORITY

Public Resources Code Section 32500 et seq.

PURPOSE

The information will be used for the purposes of the evaluation to determine capabilities of proposers to determine the best responsible proposer.

PROVIDING INFORMATION

All information requested is mandatory.

EFFECT OF NOT PROVIDING INFORMATION

If the requested information is not provided, the proposal will be determined to be not responsive and will be rejected.

KNOWN OR FORESEEABLE DISCLOSURES OF INFORMATION PURSUANT TO CIVIL CODE SECTIONS 1798.24, SUBDIVISIONS (e) OR (f)

Disclosure of any of the information in the proposal may be made to the selection committee, the California Department of General Services, Office of the Attorney General, Department of Finance, Office of the Auditor General, Department of Parks and Recreation, and the San Joaquin River Conservancy.

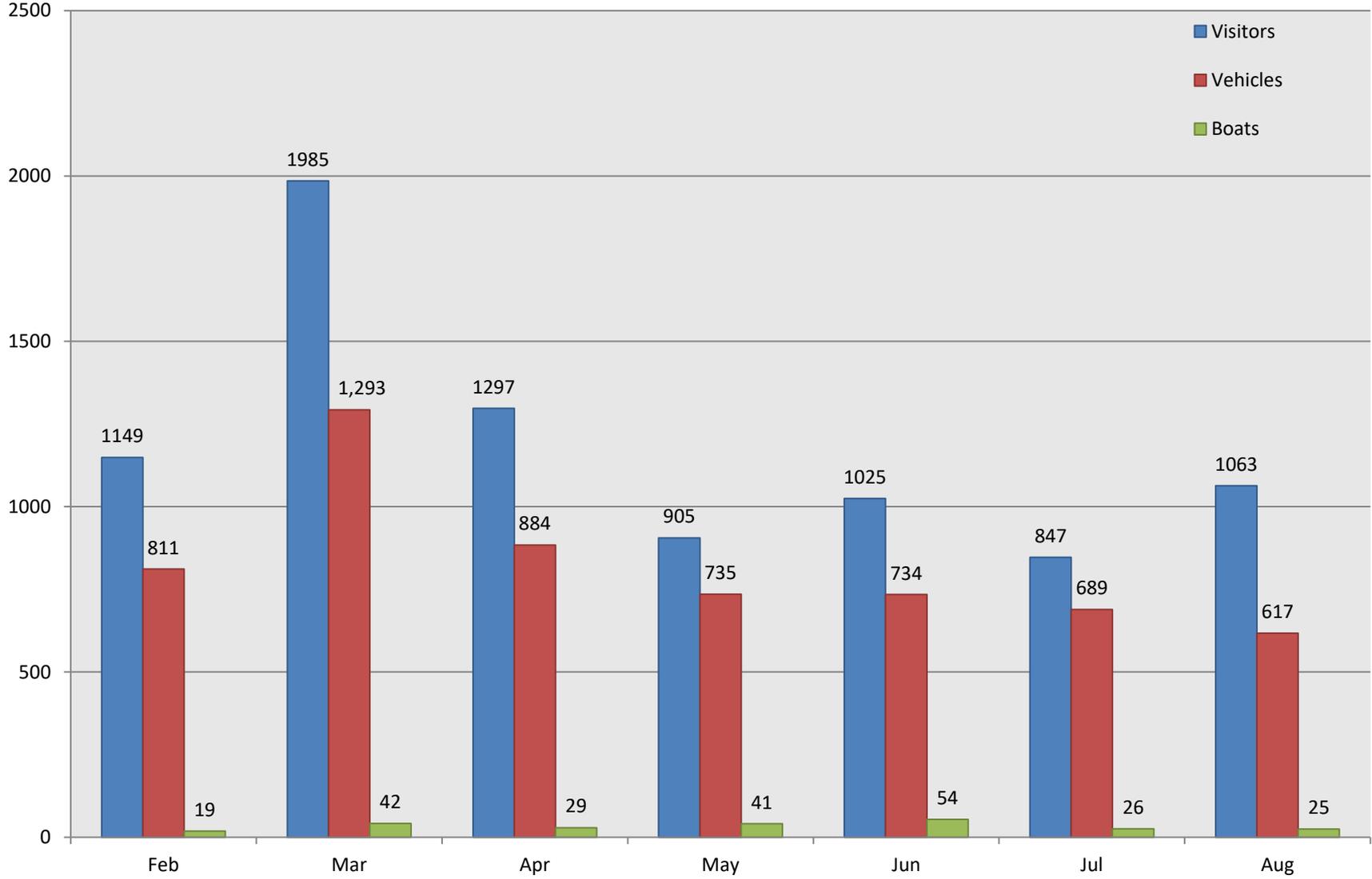
Section 6 Sample Agreements and Exhibits

6.1 **Table of Visitation 2013-2019**

6.2 **Table of Gross Revenue 2013-2019**

6.3 **Sample Agreement**

6.1 Exhibit: 2019 Visitation



6.2 Exhibit: 2013-2019 Annual Revenues

DATE	Visitors	Vehicles		Boats	Fees	Total Revenue
		Number	Fees	Number		
2013	5,277	2,814	24,505.00	184	896.00	28,238.00
2014	7,658	4,150	33,789.00	243	1,185.00	39,896.00
2015	9,441	5,455	39,045.00	202	1,010.00	47,503.00
2016	9,039	5,864	47,100.00	194	946.00	63,574.00
2017	10,181	6,501	46,989.00	266	1,350.00	64,158.00
2018	11,606	7,080	52,765.00	190	970.00	71,957.00
2019	8,271	5,763	47,638.00	236	1,180.00	73,090.00
Total	61,473	37,627	\$291,831.00	1,515	\$7,537.00	\$388,416.00

Annual Average: \$55,488.00

Note: Total revenues are through August 31, 2019, and include portage fees, discounted fees for disabled persons, and special events fees. Numbers are approximate based on Conservancy records, and are intended only to give proposers a general overview of revenues over the past five calendar years.

Exhibit 6.3
SAMPLE AGREEMENT

STATE OF CALIFORNIA
SAN JOAQUIN RIVER CONSERVANCY
AGREEMENT FOR SYCAMORE ISLAND
OPERATIONS AND MANAGEMENT SERVICES
AND SUPPLEMENTAL PROGRAMS, EVENTS, AND SERVICES

This Agreement is made and entered into by and between the State of California, San Joaquin River Conservancy, hereinafter referred to as "Conservancy," and the _____, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the San Joaquin River Conservancy Act, California Public Resources Code Section 32538 (a) provides that the Conservancy may lease or rent any real property or interest therein to another entity for management purposes pursuant to the terms and conditions approved by the Conservancy; and Section 32538 (b) provides that the Conservancy may initiate, negotiate, and participate in agreements for the management of land under its ownership or control with other entities and may enter into any other agreements authorized by state or federal law;

WHEREAS, it is appropriate that this Agreement be entered into for the safety and convenience of the general public in the use and enjoyment of, and the enhancement of recreational and educational experiences at Sycamore Island and the Van Buren Unit of the San Joaquin River Parkway owned by the Conservancy;

WHEREAS, the uses provided for herein are fundamental to the mission of the Conservancy and consistent with the San Joaquin River Parkway Master Plan adopted by the Conservancy governing board in April 2018;

WHEREAS, the Conservancy governing board on June 26, 2019, approved release of a Request for Proposals (RFP) to provide public access operations and management services and supplemental recreation-related services at Sycamore Island and the Van Buren Unit of the San Joaquin River Parkway;

WHEREAS, the Contractor submitted a proposal dated November 13, 2019, in response to the RFP, providing the basis for the services and fees contractually agreed to hereunder; and

WHEREAS, on December 4, 2019, the Conservancy governing board approved awarding this Agreement to the Contractor, which has been evaluated and found to be willing, qualified, and prepared to perform the contracted services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE CONSERVANCY AND CONTRACTOR AS FOLLOWS:

1. **DESCRIPTION OF PREMISES:** The Conservancy, for consideration of the provisions herein, grants to Contractor for the purposes stated herein, the right, privilege and duty to operate and maintain Conservancy-owned lands and improvements at Sycamore Island and the

Van Buren Unit of the San Joaquin River Parkway, hereinafter the "Premises." The Premises are those lands owned by the State of California within the boundaries of Madera County APNs: 049-101-018, 049-102-003, 049-084-030, 049-084-032, 049-084-029, 049-084-033, 049-084-027, 049-084-026 and 049-084-025.

2. INTERESTS CONFERRED TO CONTRACTOR: The interest herein given to the Contractor does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the interest given herein. This Agreement is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this Agreement. This Agreement is further subject to all valid and existing contracts, leases, licenses, and encumbrances, and claims of title which may affect the Premises.

3. CONDITION OF PREMISES: The taking of possession of the Premises by the Contractor shall, in itself, constitute acknowledgement that the Premises are in good and sufficient condition for the purposes for which the Contractor is entering into this Agreement. The Contractor agrees to accept the Premises in their presently existing condition, "AS IS," and agrees that the Conservancy shall not be obligated to make any alterations, additions, or improvements thereto except as otherwise provided for in this Agreement. Conservancy has made no representations respecting the condition of the Premises, except as specifically set forth herein.

4. TERM: This Agreement shall not become effective until execution of the parties' authorized signatories and any required approvals are provided by state agencies. This Agreement shall expire December 31, 2024; however, it may be extended for good service by mutual agreement and approval of the Conservancy governing board to a maximum total term of ten years to expire December 31, 2029. Should the Contractor and Conservancy agree to hold over after the expiration of this Agreement, such holding-over shall be a month-to-month tenancy at the herein prescribed payment rate, subject to all terms and conditions of this Agreement. In no event shall such month-to-month tenancy extend beyond two years of the effective termination date of this Agreement.

For the purposes of this Agreement, the "contract year" shall mean each calendar year. Further, "season" shall mean the months the operation is open for public use, generally from February through mid-November of each year, unless otherwise agreed to in writing by the parties.

5. PAYMENT: Contractor shall pay, without offset, deduction, prior notice, or demand, a monthly rent of percent (%) of total gross receipts from visitor day use fees collected, percent (%) of the net profit on retail sales (sales price less purchase cost), percent (%) of the gross profit on equipment rentals, and percent (%) on the gross proceeds from program and event registration fees.

Beginning with the last day of the month following the commencement of the operation in each season, and on or before the last day of each month in each season thereafter, the Contractor shall furnish to the Conservancy a statement of the operation's gross proceeds from user fees for the preceding month, the gross and net profit on retail sales, the gross proceeds from rentals, and the gross proceeds from program and event registration fees. Such statement shall specify and track the prior month and cumulative total gross receipts for the season and be signed by a responsible fiscal or executive representative of the Contractor. Concurrent with each monthly statement, the Contractor shall make payments due for that month, payable to the San Joaquin River Conservancy.

Payments must be received in the Conservancy office on or before the last day of each month of the season, or the next business day. If payments are not made within five (5) business days, late payments will be subject to a late payment charge of five percent (5%) of the amount due and shall constitute a breach of this Agreement, which the Conservancy may at its sole discretion remedy as described below. Contractor shall itemize and pay the late charge with the next monthly payment. The parties agree that the late charge represents a fair and reasonable estimate of the costs the Conservancy will incur because of late payment. Acceptance of the late charge by the Conservancy shall not constitute a waiver of the Contractor's default for the overdue amount, nor prevent the Conservancy from exercising the other rights and remedies granted under this Agreement.

Any amount due to the Conservancy, if not paid within five (5) days following the due date, will bear interest from the due date until paid, accrued at the rate of ten percent (10%) per year. Interest shall not accrue or be payable on late charges. Interest payment shall not excuse or cure any default by Contractor.

Upon written request by the Contractor to the Conservancy, demonstrating unusual or extenuating circumstance causing a late payment, the Conservancy, in its sole and absolute discretion, may waive the late charge and interest accrual.

If this Agreement is terminated by the Conservancy because of Contractor's default or otherwise, or if at any time Contractor ceases to conduct the services on the Premises required by this Agreement, percentage payments for all proceeds to the date of termination or cessation shall be due within fifteen (15) days, plus late charge and interest if paid late.

6. CONSERVANCY IMPROVEMENTS AND SERVICES: The Conservancy, and not the Contractor, shall provide those improvements approved by the governing board and the Wildlife Conservation Board. To the extent possible, the Conservancy will identify with signage parking, trail, and fishing access points that meet the Americans with Disabilities Act of 1990 (ADA), including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), accessibility standards. Conservancy, and not the Contractor, shall be responsible for maintenance and repair of roads, fences, gates, permanent signs, and other improvements, eliminating attractive nuisances and disposing of illegal dumping, compliance with local fire prevention and mosquito abatement requirements, and activities to prevent or address trespass that threatens public safety or the environment when the site is closed to the public. In cooperation with the Contractor, Conservancy shall designate and post the rules of use and visitor fees for the facility. The Conservancy shall identify local ordinances relating to public use that can be enforced by state and local policing authorities, and may adopt regulations pursuant to the California Administrative Procedures Act.

7. CONTRACTOR USES, IMPROVEMENTS, AND SERVICES: The Contractor, and not the Conservancy, shall provide services for the safety and convenience of the general public's use and enjoyment of the Premises, and the enhancement of recreational and educational experiences, as proposed in its proposal dated November 13, 2019, Exhibit B, and as more particularly described as follows:

7.1 BASELINE OPERATIONS AND MANAGEMENT

(a) Contractor shall open and close the Premises for public use seasonally, from February 1 through Veteran's Day weekend, November 11, each Friday, Saturday, Sunday, and state

holiday, at hours to be approved in writing by the parties to this Agreement. Hours of operation as of the date of execution of this Agreement are: opening at 6:00 a.m. Fridays, Saturdays, Sundays, and holidays, and closing at 5:00 p.m., with the option of extending hours of operation upon mutual written agreement between the Contractor and the Conservancy. In no case shall the hours of regular operation extend beyond 9:00 p.m.

(b) Contractor shall collect per vehicle, per boat, and per horse trailer user fees, not to exceed the amounts in Exhibit B and approved by the Conservancy governing board, to recover the costs of public access management services. The Contractor may not provide user fee discounts to any customers that are not also available to the general public.

(c) Contractor shall provide bottled drinking water for sale at the Premises, and may sell for its profit other prepackaged non-alcoholic beverages and foods, bait, fishing licenses, sunscreen, ice, and items that enhance the visitors' comfort, safety, enjoyment, and experience. Contractor may arrange to have mobile food vendors, properly permitted and licensed by the County of Madera, to sell foods and beverages.

(1) Alcoholic beverages.

A. The sale of alcoholic beverages by the Contractor, subcontractors, licensees, vendors, and sponsors is prohibited except as explicitly authorized by the Conservancy and approved in writing.

B. On an event-specific basis the Conservancy may consider, authorize, and approve in writing the appropriately licensed and permitted sale of alcoholic beverages by subcontractors sponsoring charitable events. Special events and alcohol sales shall be subject to applicable state and local permits and licenses and specific additional insurance provisions described in Section 13 (c). Alcohol service and consumption must be confined to the specific area of the event. Participants and visitors may not leave the event area with alcohol in their possession or drink alcohol in other areas of the park.

(d) Contractor shall provide all visitors with a copy of the rules for public use of the Premises. A receipt or waiver form shall stipulate that, in using the property, the visitor releases the state and the Contractor from liability. The exact language of the release shall be provided by the Conservancy.

(e) Contractor shall provide routine and satisfactory cleaning and maintenance of the self-contained vault toilet restrooms and provide for periodic liquid waste disposal, at a minimum of once per year. Contractor shall provide and properly maintain portable toilets at several disbursed locations on the site.

(f) Contractor shall provide waste containers throughout the Premises, and shall provide for weekly waste removal and proper disposal. After each weekend of use, all containers with wastes at the site shall be closed with well-fitting lids, or wastes shall be collected in one or more bins with a closed lid. To the extent possible, Contractor shall provide and maintain recycling containers for beverage bottles and cans near the bait shop. Contractor shall, to the extent possible, remove litter throughout the Premises no less often than weekly.

(g) To the extent possible, Contractor shall oversee visitor activities during hours of public use, and shall communicate to visitors when they are seen to be in violation of public use rules. Contractor shall provide roving staff who will communicate messages to reinforce positive behaviors to protect the environment and public health and safety. The Contractor shall inform the Conservancy and law enforcement agencies of any significant incidents of illegal activities or on-going public nuisances on the site.

(h) Contractor shall clear visitors from the Premises at the close of each day. The Contractor will provide an amplified megaphone to communicate to visitors in disbursed locations, or otherwise ensure visitor notification. If visitor vehicles are on the Premises one-half hour after closing, the Contractor may post a notice on the offending vehicle and vacate and lock the site. The Contractor or a security firm arranged by the Contractor shall unlock gates for visitors after closing at the visitors' cost as set forth in Exhibit B, and shall post information about the service.

(i) Contractor shall provide radio or phone communications equipment adequate to ensure employee-to-employee on-site communications and off-site communications to enforcement and emergency response agencies.

(j) Contractor shall provide adequate and fully trained staff at the Premises during its operation, and shall ensure that competent substitutes are available on-call as necessary to maintain adequate staffing levels in the event of unscheduled absences. At a minimum, under routine and normal circumstances, two employees must be present on the Premises Saturdays, Sundays, and State holidays. Subject to written approval of the Conservancy, on weekdays (not including State holidays) two employees shall be present during specified hours for opening and closing the Premises; only one employee shall be required to be present during mid-day, provided one additional employee is available on-call to serve as backup. Nothing in this Agreement shall be construed to require the Contractor to have more than two employees on the site at one time. Contractor shall provide training for those to be employed on the Premises, covering subjects that include but are not limited to water and boating safety, emergency communications, Parkway public information, fishing regulations, and standard operating procedures. At least one on-site employee shall be Red Cross certified (or equivalent) in basic first aid and cardiopulmonary resuscitation. Basic first aid kits shall be maintained on the site.

(k) A Contractor employee, not a volunteer, shall be responsible for the services listed above. Contractor volunteers may assist employees.

(l) Contractor may use the warehouse and/or scalehouse at the Premises for storage and/or a staff center, and may make improvements to better utilize or secure those buildings at its sole cost.

(n) Contractor shall advertise Sycamore Island and the Van Buren Unit services, programs, and events on a website, in brochures, and as presented in its proposal, Exhibit B.

[For optional additional irrigation services as might be agreed to:

(o) Contractor shall maintain, operate, and manage the irrigation system that waters trees and shrubs planted in the vicinity of the bait shop, and/or new plants to restore habitat or mitigate impacts caused by Conservancy projects. Weekly during irrigation periods, Contractor shall monitor for leaks and breaks in the irrigation system, shall turn off the water pump if leaks are present, and shall repair leaks within three weeks. Contractor shall provide a monthly report of irrigation operations and repairs. Contractor may request the Conservancy to buy and provide

irrigation replacement parts. The Conservancy, at its sole discretion, may direct the Contractor to discontinue irrigation operation and maintenance services at any time.]

7.2 SUPPLEMENTAL RECREATION-RELATED PROGRAMS, EVENTS, RENTALS, AND RETAIL SERVICES

The Contractor has proposed, and the Conservancy has approved the following services to be provided by the Contractor, directly or through Conservancy-approved subcontractors:

- (a) The retail sale of bait, sunscreen, ice, prepackaged foods and non-alcoholic beverages, and other convenience and snack items;
- (b) Canoe, paddleboard, and/or kayak rentals; supervised instruction and tours;
- (c) Other recreational equipment rentals, such as mountain bikes;
- (d) Fee-based or free outdoor sports instruction, equipment demonstrations, lessons, and workshops, such as mountain bike demonstrations, fishing derbies, fly casting workshops, and geo-caching;
- (e) Fee-based or free special events, recreation-oriented festivals, canoeing races, and public floating events. "Special events" are all activities beyond the normal scope of general visitor use, including but not limited to use outside the scheduled hours of operation for the general public, events involving alcohol sales, events involving amplified sound, any activity that restricts or requires additional fees for general public use to any area, and any activity that incurs greater liability to the State of California than is incurred through routine recreational activities.
- (f) Fee-based or free environmental education and natural and cultural history interpretive programs; field seminars for nature appreciation, such as painting classes, bird identification, photography, etc.; and/or
- (g) Provide to the extent possible, and in partnership with the Conservancy, services to enhance visitors' experience if they have disabilities which would otherwise limit their access and opportunities; for example, provide wheelchairs equipped with tires for outdoor terrain, improve areas for wheelchair access, and provide specialized programs.
- (h) Contractor may work in partnership with Conservancy to provide a supplemental on-site residential caretaker to provide a security presence on the property. Subject to the development by the Conservancy of a suitable domestic water supply, Contractor would provide a self-contained residential trailer. The Conservancy would also shall provide if feasible an electrical utility and drinking water hookup. The tenant shall be selected by the contractor and approved by the Conservancy. The contractor (and its tenant) shall be responsible for all associated utility charges, proper off-site wastewater disposal, insurance, and possessory use taxes. If subcontracted, the payment to the Conservancy shall be not less than **X** percent of the tenant's rent.
- (i) Contractor shall publicly promote a schedule of Sycamore Island and the Van Buren Unit events and programs and provide a schedule to the Conservancy to post on its website.

(j) The types of supplemental programs and special events and number of expected visitors shall not exceed the carrying capacity of the site and its uses as established by the Conservancy and based on existing improvements, historical seasonal visitation, parking, ADA accommodation, environmental protection, road capacity, emergency access and response, land use and environmental review laws, and other factors.

(k) Supplemental programs and special events shall be subject to requirements and management practices of the Conservancy, applicable state and local permits and licenses, and specific additional insurance provisions described in Section 13 (d). Special events shall be subject to the approval of the Conservancy and the conditions of County of Madera special events permits.

8. NO PERSONAL USE Contractor shall not use or permit the Premises to be used for any purpose other than set forth herein without the prior written consent of the Conservancy. Contractor, Contractor's employees, or volunteers may not live on the Premises other than as an approved caretaker, or use the Premises or structures thereon for personal uses unrelated to their work.

9. HOUSEKEEPING AND MAINTENANCE: Contractor shall, at its own cost and expense, maintain any buildings it uses on the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage, and obstructions of any kind. Maintenance is defined for this purpose as all ordinary repair and preservation work necessary to maintain improvements in a good state of repair, as well as to preserve them for their intended purpose and use for an optimum useful life. Maintenance, however, does not include material repairs costing more than \$1,000.00 per month. Conservancy shall be responsible for any such repair over \$1,000.00 per month. To the extent possible Contractor shall remedy without delay any defective, dangerous, or unsanitary conditions on the Premises, except to the extent such remedy exceeds \$1,000.00 in a month in which case Conservancy shall complete such remedy. Contractor may, through advance notice and written approval of Conservancy, perform additional repair work or purchase repair-associated materials on behalf of the Conservancy and receive reimbursement for direct costs. Contractor hereby expressly waives the right to make repairs at the expense of the Conservancy and the benefit of provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be, except as specifically stated in this Agreement

10. TEMPORARY OR PERMANENT CLOSURE: Contractor shall monitor site improvements and conditions, and shall report to the Conservancy any conditions not readily remedied by Contractor which may compromise public health, safety or the environment. Upon identification of any such conditions, Conservancy shall remedy the conditions or coordinate with the Contractor to effectively close the affected area. In the event of adverse weather, flooding, or other unfavorable conditions, Conservancy may allow or require Contractor to temporarily close the Premises or a portion thereof for public access at any time; any verbal approval to close shall be followed by written approval for documentation purposes. In the event responsible parties at the Conservancy cannot be reached to confer regarding the necessity to close the site, or in a situation that the Contractor determines to be an emergency, the Contractor may close the operation immediately, and secure direction for further closure the next business day. In the event of prolonged unfavorable conditions, or destruction, loss, or damage to improvements or fixtures on the Premises that are deemed by either party to be essential to the continued safe operation of this Agreement, the Conservancy may allow or require Contractor to close the Premises until the condition abates or is remedied. If the remedy cannot be accomplished within one hundred eighty (180) days of the occurrence, the Conservancy or Contractor may terminate this

Agreement without prejudice pursuant to Section 24. The Conservancy shall not be responsible for lost revenue due to such conditions.

11. UTILITY SERVICES: Except as otherwise agreed to by the Conservancy in writing, Contractor shall be responsible for all costs associated with all utilities used in connection with the services under this Agreement, including but not limited to servicing vault toilets, electrical use fees, communications services, and the disposal of litter and solid waste. Conservancy shall pay for all electrical use fees so long as irrigation services are provided pursuant to Section 7.1 (o).

12. PROMOTIONAL MEDIA AND PARTICIPATION IN PARKWAY BRANDING: All publicity, public outreach materials, websites, and public information associated with the performance of services under this Agreement, whether by the Contractor or subcontractors, shall reflect Contractor's position as a representative of the Conservancy and the State of California. The Conservancy shall periodically monitor, and may require modification of any material that does not reflect the policies and professional standards of the State. All media utilized by Contractor to advertise the site, services, and programs shall utilize the San Joaquin River Parkway brand. Nothing in this section is meant to prohibit the Contractor from making its organization's outreach materials available to the public. With the prior written consent of the Conservancy, advertising for programs and products other than those provided through this Agreement may be posted upon the Premises, but only as is consistent with the purposes of this Agreement.

13. INSURANCE: Before opening the site to the public or commencing public access management services specific to this Agreement, and throughout the term of this Agreement, Contractor shall provide and maintain in force:

(a) **Liability.**

(1) Public liability and products liability insurance in amounts not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage combined; and

(2) Automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage combined for all owned, non-owned and hired vehicles used by the Contractor in the conduct of business under this Agreement.

(3) Signed certificates of insurance demonstrating the required liability coverages and with the required endorsements shall be provided to the Conservancy at the time this Agreement is executed. Each liability insurance policy shall contain additional named insured endorsements in the name of the State of California, through the San Joaquin River Conservancy, as to all insurable interests of the State including but not limited to its officers, employees, and servants (but only insofar as the operations and facilities under this Agreement are concerned).

Each policy shall be underwritten to the satisfaction of the Conservancy. Insurance providers shall have an A.M. Best quality rating of "A" or better and a size rating of "VII" or better. Within fifteen days of Conservancy's request, Contractor shall furnish a signed and complete copy of the required policies.

At least thirty (30) days prior to the expiration of such policies, Contractor shall submit to the Conservancy signed and complete certificates of insurance demonstrating that insurance coverage has been renewed or extended.

Contractor shall immediately provide written notice to the Conservancy if any of the insurers have provided notice to cancel or reduce insured's coverage. No cancellation provision in any insurance policy shall diminish the responsibility of the Contractor to furnish continuous insurance throughout the term of this Agreement.

(b) **Workers' Compensation Insurance.** Contractor shall carry a program of workers' compensation insurance, in amount and form, as necessary to meet all applicable requirements of the Labor Code of the State of California. Such insurance shall include employer's liability coverage of one million dollars (\$1,000,000.00) and shall specifically cover all persons providing services by or on behalf of the Contractor and shall cover all risks to such persons under this Agreement.

(c) **Insurance Coverage for Alcohol Service.**

(1) All events involving the sale of alcoholic beverages require San Joaquin River Conservancy approval and the following proof of licensing and insurance, before the distribution of promotional materials or advertising for the event may begin.

(2) The vendor must present to the Conservancy, at least 30 days in advance of the event, an Alcoholic Beverage Control License.

(3) The sponsor shall provide to the Conservancy, at least 30 days in advance of the event, a certificate of insurance with the required endorsements as proof of liability coverage, covering the period of the event from on-site set-up through cleanup:

A. No less than a combined single limit (CSL) \$1,000,000 per occurrence.

B. Underwritten to the satisfaction of the State and containing the following specific endorsement:

The State of California, its officers, employees, and agents are included as additional insured but only insofar as operations under subcontract with the Conservancy's concessionaire are concerned.

C. The insurer will not cancel or reduce the insured's coverage prior to or during the covered period without prior written notice to the San Joaquin River Conservancy. The cancellation provision shall not be construed in derogation of the duty of the sponsor to furnish insurance during the period of the event.

(d) **Insurance Coverage for Added Risks.** Any sponsor of an activity having greater potential hazard or liability to the State of California than is incurred through routine recreational activities shall be required to provide a certificate of special event insurance, naming the State of California as additional insured, and in the amounts determined by the Conservancy Executive Officer in consultation with legal counsel and state risk management.

14. HOLD HARMLESS: Contractor hereby waives all claims and recourse against the Conservancy, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except all claims arising from, and to the extent of, the negligence or willful misconduct of the Conservancy, its officers, agents, or employees. Contractor shall protect, indemnify, hold harmless, and defend the Conservancy, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs arising out of the operations or maintenance described herein, except for liability arising out of, and to the extent of, the negligence or willful misconduct of Conservancy, its officers, agents, or employees, or other wrongful acts for which the Conservancy is found liable by a court of competent jurisdiction. Any sponsor of and all participants in special events held at Sycamore Island and/or the Van Buren Unit shall indemnify the State of California from any and all liabilities and claims for damages while on the property during the event or occasioned by its occupancy or use of the Premises in connection with the event.

15. RECORDS AND REPORTS: Contractor shall keep separate true and accurate records showing all of their business transactions under this Agreement in a manner which conforms to industry standards and practices. Conservancy shall have the right at all reasonable times to examine such records including all tax return records. All records shall be kept by the Contractor and access shall be provided to the Conservancy for a period of at least four years.

No later than May 1 of each year Contractor shall submit to the Conservancy a profit and loss statement for the operations under this Agreement for the previous contract year. The statement shall contain an appropriate certification that all proceeds from user fees, retail sales, rentals, and registrations during the contract year have been duly and properly reported. Within forty-five (45) days of the expiration or termination of this Agreement Contractor shall submit a certified profit and loss statement for any period of operation not previously reported.

Contractor shall develop a collection accounting and receipt system acceptable to the Conservancy through which Contractor shall record all costs and receipts from the operation and no others. Contractor shall provide a receipt to each visitor and/or participant setting forth the full amount collected, and shall retain a copy.

The Conservancy shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Contractor's books and records including all tax records and returns related to this Agreement. Contractor hereby agrees to make all such records, books, and tax returns available to the Conservancy upon the Conservancy's request therefore. Contractor further agrees to allow interviews of any employees who might reasonably have information related to such records. To the extent any such records are exempt from disclosure under the California Public Records Act (Calif. Government Code sections 6250, et seq.), Conservancy shall keep all such collected records and information confidential. Contractor shall be required to defend and litigate at its own expense any claim of exemption from disclosure which exceeds that which may be asserted by the Conservancy.

16. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES: Conservancy reserves the right to prohibit or modify the sale or rental of any item to protect public safety or to ensure that the public receives, in the Conservancy's view, fair pricing and appropriate quality. Conservancy reserves the right to prohibit the sale or use of materials commonly found littered at the Premises. Prices for all goods and services shall be posted in a conspicuous place and manner.

17. INSPECTION: Conservancy shall conduct periodic inspections of facilities, equipment, services, and programs and provide memoranda of its findings to the Contractor. Conservancy reserves the right to enter the Premises without notice to evaluate Contractor's performance under this Agreement, inspect the Premises, or perform any work of any nature. Contractor agrees to cooperate with the Conservancy in all respects related to the Conservancy's evaluations, inspections, and activities. Conservancy shall not be liable for any inconvenience, disturbance, nuisance, loss of business or other damage arising out of Conservancy's entry as provided herein, except damage resulting from the active negligence or willful misconduct of the Conservancy or its authorized representatives.

18. TAXES:

(a) Contractor acknowledges that occupancy interest and rights to do business on state property under this Agreement may cause a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Contractor to liability for payment of property taxes levied on such possessory interest.

(b) Contractor agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the state, county, or tax-assessment-levying body upon any interest in or created by this Agreement, or any possessory right which Contractor may have in or on the Premises, or the improvements thereon by reason of the Contractor's use or occupancy thereof, or otherwise, as well as all taxes, assessments, and charges on goods or merchandise sold by Contractor on the Premises, and taxes, assessments, and charges on equipment and property owned by Contractor on the Premises.

19. MODIFICATIONS; TITLE TO IMPROVEMENTS: In the event that Contractor desires to make modifications or improvements on the Premises, including but not limited to changes to the structures, landscape, trails, interior or exterior fixtures, and/or furnishings (collectively "Alterations"), the Conservancy Executive Officer's approval in writing shall be obtained prior to their commencement. Once any Alterations have been approved by the Conservancy, Contractor shall perform the work with reasonable diligence, in a good and workmanlike manner, and in substantial compliance with plans and specifications approved by the Conservancy. Alterations shall comply with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of the Contractor, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary to construct or install the Alterations.

Unless otherwise agreed to by the parties in writing, title to all Alterations hereafter made on Premises, regardless of who constructs such Alterations, shall immediately become the Conservancy's property, and, unless otherwise waived in writing by the Conservancy, at the end of the term shall remain on the Premises without compensation to Contractor. Contractor agrees never to assail, contest, or resist said title.

20. PERSONAL PROPERTY: Title to all personal property provided by Contractor shall remain with the Contractor. Contractor shall not attach any personal property to any structure without first obtaining Conservancy's written approval. Unless otherwise approved in writing by the Conservancy, all property attached to real property will be considered a real property improvement and shall become property of the Conservancy upon termination of this Agreement. Contractor shall maintain all personal property and equipment on the Premises in good condition and repair at its sole cost and expense.

21. PERFORMANCE BOND: Contractor, at Contractor's own cost and expense, shall obtain and deliver to Conservancy, prior to the commencement date of this Agreement and prior to entering the Premises, and shall maintain in force throughout the term of this contract, a valid Performance Bond (which may be renewed annually) written by a surety company authorized to write surety business in California, to guarantee contractor's faithful work and performance of this contract. The bond shall be in the amount of \$7,000 (seven thousand dollars), and contractor shall pay the premium on the bond. The bond shall provide that the Conservancy and the State of California are the sole beneficiaries.

In lieu of a performance bond, Contractor may provide an irrevocable line of credit from a banking institution (acceptable to the Conservancy) in the amount of \$7000 (seven thousand dollars) payable solely to the State of California and no other person or entity, upon demand for breach of contract. The irrevocable line of credit shall remain in force for the entire term of this Agreement or until the Agreement is otherwise terminated by mutual consent of the parties.

22. DEFAULT BY CONTRACTOR:

(a) **Definition of Default.** The following shall constitute default and breach of this Agreement by the Contractor:

- (1) More than two (2) failures to timely pay any rent due in any contract year where such failure continues for three (3) business days after written notice of such default has been delivered to Contractor.
- (2) Any complete absence of Contractor or its agents and employees for any period of five (5) consecutive days the Premises are normally scheduled to be opened (not counting any intervening days the Premises are normally closed) or programs are scheduled to be provided, except for closures allowed in Section 10 or due to natural disaster or other circumstance beyond the control of Contractor. If scheduled programs or events are cancelled by the Contractor, Contractor shall be solely responsible for prompt refunds to registrants.
- (3) Creating a nuisance on the Premises.
- (4) Any violation of paragraph 31, Nondiscrimination.
- (5) Any material failure to comply with any other provisions of this Agreement or to perform the duties herein.
- (6) Conservancy and Contractor agree that neither this Agreement nor any interest of Contractor in the Premises hereunder shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including without limitation: transfer by testacy or intestacy; assignments or arrangements for benefit of creditors; levy of a writ of attachment or execution on this Agreement; the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which the Contractor is a party; the filing by or against Contractor of a petition to have it adjudged a bankrupt; or a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Contractor and Conservancy shall have the right to take immediate possession of the Premises, to terminate this Agreement, and/or involve other appropriate

remedies as set forth below, in which case this Agreement shall not be treated as an asset of Contractor.

(b) **Notices of Default.** In the instance of a nuisance created by the Contractor, the Conservancy may declare an immediate event of default and enter upon and take possession of the Premises without notice to Contractor. Otherwise, upon discovery of default Conservancy shall provide notice and thirty (30) days to remedy the default and/or abate the nuisance. If the nature of the Contractor's default is such that it cannot reasonably be cured within the thirty (30) day period, Contractor shall not be deemed in default if it commences such cure within the thirty (30) day period and thereafter diligently brings the cure to completion. Notices of default shall specify the alleged default and the applicable contract provision and shall demand that the Contractor perform the provisions of this Agreement within a specified time period, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Agreement unless the Conservancy specifically so states in the notice.

(c) **Remedies.**

(1) Conservancy's Remedies. In the event of a default by Contractor, Conservancy shall have the right to pursue any and all remedies available at law and in equity including, without limitation: the right to keep this Agreement in effect and sue Contractor for all damages caused by the default and recover the cost thereof; the right to cure any such default by Contractor and to recover any damages caused thereby; the right to terminate this Contract either as to the entire Baseline Operations and Management Services, or as to any or all Supplemental Services for which an event of default has occurred; and the right to enforce the performance bond.

A. Termination of Contractor's Right of Possession. Conservancy may terminate Contractor's right to possession of the Premises pursuant to the terms of this Agreement. However, no act by the Conservancy shall terminate this Agreement other than giving specific notice of termination to Contractor. Acts of maintenance, efforts to re-let and/or assign rights of possession of the Premises or the appointment of a receiver on Conservancy's initiative to protect its interests under this Agreement shall not constitute a termination of Contractor's right to possession. Notwithstanding that the Conservancy does not initially elect to terminate this Agreement, Conservancy may elect to terminate at any time while any default of Contractor has not been cured. On termination for default, Conservancy has the right to recover from Contractor:

- i) Any unpaid rent earned by Contractor until the time of termination of possession; and
- ii) Any other amount necessary to compensate the Conservancy for any costs and expenses incurred by the Conservancy in recovering possession of the Premises and the costs of clearing the Conservancy's title of any interest of Contractor.

B. Assignment at Conservancy's Direction. In the event of a default by Contractor, when a cure is not received and acknowledged by the Conservancy after having provided notice of the breach as provided for herein, Contractor shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy, possess, and operate on the Premises to Conservancy's designee within

thirty (30) days of receipt of written demand by the Conservancy. Contractor shall remove itself and its personal property from the Premises within the same timeframe. Contractor agrees to execute all documents necessary to effectuate this provision. Upon assignment, all rights of Contractor shall transfer to the assignee. Contractor shall not be relieved of obligations incurred prior to assignment.

C. Right to Cure Contractor's Default. At any time after Contractor commits a default, Conservancy can cure the default at Contractor's cost if Contractor does not cure during the cure period. If the Conservancy at any time by reason of Contractor's default incurs direct costs, the sum paid by the Conservancy shall be reimbursed by Contractor within thirty (30) days of receipt of an invoice, and if paid at a later date shall bear interest at a rate of ten percent (10%) per annum from the date the sum is paid by the Conservancy until it is reimbursed by the Contractor. Any such sum shall be due as additional rent.

D. Surrender for Default. In the event any of Contractor's personal property or fixtures remain at the Premises after Conservancy has regained possession or an assignment has been accomplished or the Agreement is terminated, they shall be dealt with in accordance with the following provisions for Surrender of the Premises:

i) Conservancy's Obligations After Default. Conservancy shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed which accrues after the date of any default by Contractor hereunder. Such nonperformance by Conservancy shall not constitute a termination of Contractor's right to possession nor a constructive eviction.

ii) No Right of Redemption. Contractor hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law which allows Contractor any right of redemption or relief from forfeiture in the event Conservancy takes possession of the Premises by reason of any default by Contractor hereunder.

iii) Other Relief. All monetary obligations of the Contractor of any kind under this Agreement shall be considered rent. Conservancy shall have such rights and remedies for failure to pay such monetary obligation as Conservancy would have if Contractor failed to pay rent due hereunder. The remedies provided in this Agreement are in addition to any other remedies available to the Conservancy at law, in equity, by statute or otherwise.

(2) No Buy-Out. Where this Agreement has been terminated due to a breach on the part of the Contractor, under the terms of this Agreement the Conservancy shall not be obligated to purchase or pay for any improvements made by Contractor before or after taking possession of the Premises.

23. DEFAULT BY CONSERVANCY: The Conservancy shall not be in default of the performance of any obligation required of it hereunder unless and until it has failed to perform

such obligation for more than thirty (30) days after written notice by Contractor to Conservancy specifying the alleged default and the applicable provision of this Agreement giving rise to the obligation; provided, however, that if the nature of the Conservancy's obligation is such that more than thirty (30) days is required for its performance, then Conservancy shall not be deemed in default if it shall commence performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

24. TERMINATION: Upon mutual written agreement, the Contractor and Conservancy may terminate this agreement at any time during the term hereof. Unless circumstances require more immediate termination, the parties shall provide at least thirty (30) days advance notice to visitors and the general public prior to the date when such termination shall become effective. In the event of termination, neither party shall be responsible for nor obligated to reimburse the other party for costs or losses it has incurred, unless allowed under the terms of this Agreement.

25. SURRENDER OF THE PREMISES: HOLDING OVER:

(a) **Surrender.** At the expiration or after earlier termination of this Agreement, Contractor at its own expense shall surrender the Premises to the Conservancy, remove all of its personal property on the Premises, restore and repair improvements on the Premises to a good, safe working condition, reasonable wear and tear excepted to the extent provided in section 9 hereof, and completely remedy any injuries it has made to the Premises. Conservancy may elect, by notice to Contractor, that Contractor must remove any Alterations that are peculiar to Contractor's use of the Premises and are not normally required or used by the Conservancy and/or future occupants of the Premises. Upon written approval of the Conservancy, the alteration or improvement may be left in place upon surrender. Contractor shall surrender the Premises within thirty (30) days of expiration or termination unless otherwise agreed to in writing.

(1) **Personal Property:** All of Contractor's personal property remaining on the Premises beyond such time shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, et seq., or such other laws as may be enacted regarding the disposition of Contractor's property remaining at the Premises. Contractor waives all claims against Conservancy for any damage to Contractor resulting from Conservancy's retention or disposition of Contractor's personal property. Contractor shall be liable to Conservancy for Conservancy's costs in storing, removing and disposing of Contractor's personal property or trade fixtures.

(2) **Failure to Surrender:** If Contractor fails to surrender the Premises to Conservancy within thirty (30) days after expiration or termination as required by this section, Contractor shall hold Conservancy harmless for all damages resulting from Contractor's failure to surrender the Premises.

(b) **Holding Over.** If Contractor, with Conservancy's express consent, remains in possession of the Premises after the expiration or earlier termination of this Agreement, such possession by Contractor shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During such month-to-month tenancy, all other provisions of this Agreement except those pertaining to the term shall apply.

26. CONTRACT NOTICES: Any required notices, or notices which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

[Contractor Contact]

John Shelton, Executive Officer
 San Joaquin River Conservancy
 5469 E. Olive Avenue
 Fresno CA 93727
 Phone (559) 253-7324
 Fax (559) 456-3194
 John.Shelton@sjrc.ca.gov

With Courtesy Copy to:

Deborah Halberstadt, Deputy Attorney General
 Land Law Section
 California Department of Justice
 1300 I Street, Sacramento CA 95814
 Phone: (916) 210-7785
 Fax: (916) 327-2319
 Deborah.halberstadt@doj.ca.gov

The addresses above may be changed by written notice given by such party to the other. Nothing in this paragraph shall preclude giving any notice by personal service.

27. NO RECORDATION, QUITCLAIM:

(a) **No Recordation.** This Agreement shall not be recorded.

(b) **Quitclaim.** Contractor shall execute and deliver to Conservancy on the expiration or termination of this Agreement, immediately on Conservancy's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form, or such other document as may be necessary to remove any claim of interest of Contractor in and to all property belonging to the Conservancy. Should Contractor fail or refuse to deliver to Conservancy a quitclaim deed or other documents as aforesaid, a written notice by Conservancy reciting the failure of the Contractor to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Contractor and all persons claiming under Contractor of the termination of this Agreement.

28. ASSIGNMENTS AND SUBCONTRACTS: Contractor may subcontract for any and all supplemental recreation services, subject to Conservancy's written approval. The Contractor shall not assign this Agreement of any part thereof unless such assignment is first consented to in writing by Conservancy.

29. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES: Contractor shall comply with all applicable laws, rules, and regulations and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. Contractor acknowledges and warrants that it is, or will make itself, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health, safety, and environmental protection.

30. HAZARDOUS SUBSTANCES:

(a) **Use of Premises.** Contractor shall not keep, store or sell on the Premises any good, merchandise or material which is in any way explosive or hazardous. Nothing in this paragraph shall preclude Contractor from bringing, keeping, or using on or about said premises such materials, supplies, equipment, and machinery as is appropriate or customary in conducting Contractor's business.

(b) **Pest Control Activities.** All chemical and non-chemical pest and weed control activities shall be approved by the Conservancy prior to their use by the Contractor, except for those activities undertaken as part of the Contractor's ongoing Weed Management and Jobs Creation Project and subject to a pesticide application license agreement in effect between the Contractor and Conservancy. Such approval shall be solely for compliance with Conservancy's policies and in no way shall relieve Contractor or its contractors, employees, agents or representatives from compliance with all laws and regulations and/or orders concerning such activities and from carrying out the work in a workmanlike manner. Contractor, or the pest control business acting on behalf of Contractor, shall submit a report of completed work for each pest management action to the Conservancy no later than seven (7) days after performance of the work.

31. NONDISCRIMINATION: During the performance of this Agreement, Contractor and its employees shall not unlawfully discriminate, harass or allow harassment, against any employee, applicant for employment, or any member of the public because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Further, as part of compliance with the foregoing, Contractor and its employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Contractor or its employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (California Code of Regulations, Title 2, §7285.0 et seq.). Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under or in connection with this Agreement.

32. AMERICANS WITH DISABILITIES ACT: With regard to all operations and activities that are the responsibility of Contractor under this Agreement, Contractor shall be responsible for complying with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code, and including Titles I, II, and III of that law), and all related regulations, guidelines, and amendments to both laws, to the extent applicable.

With regard to physical features and facilities for which Conservancy is responsible under this Agreement, the Conservancy shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other laws, to the extent applicable. Conservancy shall be responsible for obtaining any plan approvals from other state agencies, should such approvals be deemed to be necessary for compliance with this provision.

33. CONFLICT OF INTEREST: Contractor warrants and covenants that no official, employee in the state civil service or other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in procuring this Agreement; or (b) will be employed in the performance of this Agreement without the immediate divulgence of such fact to Conservancy. In the event Conservancy determines that the employment of any such official, employee, associated person, or business entity is not compatible, Contractor shall terminate such employment immediately. For breaches or violation of this paragraph, Conservancy shall have the right both to terminate this Agreement without liability and, in its discretion, recover the full amount of any compensation paid to such official, employee, or business entity.

34. THIRD PARTY USE OF PREMISES: Contractor's use of the Premises shall be non-exclusive. Conservancy may execute licenses and contracts with third parties for services and improvements on the Premises. Such agreements shall require the party to indemnify and hold harmless both the Conservancy and Contractor, and both shall be named as additional insured on the party's insurance. In order to reduce potential unmanaged risks to the Contractor from other uses, the Conservancy shall restrict those persons, agencies, or corporations granted licenses for the use of Conservancy properties from conducting activities on the Premises unless those entities fully cooperate and coordinate their activities with the Contractor, conform to Contractor practices and policies, do not unreasonably interfere with Contractor's activities and operations, and, in the Contractor's sole discretion, conduct their activities under the direct supervision of the Contractor.

35. WAIVER OF CONTRACT TERMS: No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein, nor of the strict and prompt performance thereof. No delay, failure, or omission of the Conservancy to re-enter the Premises or to exercise any right, power, or privilege or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No option, right, power, remedy, or privilege of the Conservancy shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the Conservancy by this Agreement shall be deemed cumulative.

36. INTERPRETATION OF CONTRACT: This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

37. TIME IS OF THE ESSENCE: Time shall be of the essence in the performance of this Agreement.

- 38. EMINENT DOMAIN:** If, during the term of this Agreement, any property described herein or hereinafter added hereto, is taken in eminent domain, the entire award shall be paid to Conservancy.
- 39. TEMPORARY TENANCY:** This tenancy is of a temporary nature and the parties to this contract agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.
- 40. DRUG-FREE WORKPLACE:** Contractor agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This is evidenced by the executed Standard Form 21, entitled "Drug-Free Workplace Certification," attached hereto and made a part of this Agreement.
- 41. CHILD SUPPORT COMPLIANCE:** In the event the annual gross income generated as a result of this Agreement shall exceed one hundred thousand dollars (\$100,000.00), Contractor acknowledges that:
- (a) The Contractor recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The Contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 42. WAIVER OF CLAIMS:** The Contractor hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding to the extent it directly or indirectly attacks the validity of this contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this contract null, void, or voidable, or delaying the same or any part thereof from being carried out.
- 43. PARAGRAPH TITLES:** The paragraph titles in this contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this contract, or in any way affect this contract.
- 44. CONTRACT IN COUNTERPARTS:** This contract may be executed in counterparts, each of which shall be deemed an original.
- 45. INDEPENDENT CONTRACTOR:** In the performance of this contract, Contractor and the agents and employees of Contractor shall act in an independent capacity and not as officers or employees or agents of the State.
- 46. UNENFORCEABLE PROVISION:** In the event that any provision of this contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this contract have force and effect and shall not be effected thereby.
- 47. AGREEMENT IN WRITING:** This Agreement contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered,

modified, limited, or extended orally, or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the Conservancy and the Contractor, or their successors in interest.

X

X

X

X

X

IN WITNESS WHEREOF, the parties hereto warrant that they respectively have the requisite authority to enter into this Agreement, binding the named parties for which they sign and have executed this Agreement at the respective times set forth below:

CONTRACTOR

By: _____ Date: _____
Contractor

SAN JOAQUIN RIVER CONSERVANCY

By: _____ Date: _____
John M. Shelton
Executive Officer

Xavier Becerra, Attorney General of the State of California

Approved as to legal sufficiency:

By: _____ Date: _____
Deborah Halberstadt
Deputy Attorney General



EXHIBIT C

San Joaquin River
Parkway and
Conservation Trust, Inc.

November 13, 2019

San Joaquin River Conservancy
5469 E. Olive Avenue
Fresno, CA 93727

**BOARD OF
DIRECTORS**

Julia O'Kane
President

Anna Wattenbarger
Vice President

William Golden
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Betty Wang-Garcia
Secretary

Coke Hallowell
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George Folsom
Felipe Grimaldo
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Wilma Hashimoto
Tom Holyoke
Elise Moir
Samuel Molina
Edward B. Morgan
Carol Ann Moses
Christopher Perkins, M.D.
Lyn Peters
Susan Ryan
Marcia Sablan, M.D.
Frances Squire
Lisa Woolf

Dowling Aaron Inc.
Christopher A. Brown
General Counsel

Sharon Weaver
Executive Director

Re: Service Proposal for Sycamore Island

Dear Rebecca,

I have enclosed the San Joaquin River Parkway and Conservation Trust's Service Proposal for Sycamore Island. 1 original and 2 copies are included. Enclosed you will find the following:

1. Completed Questionnaire
2. Service Proposal Narrative
3. Evidence of public liability insurance, automobile insurance, and workers compensation insurance
4. Email notice from you stating further evidence of the Trust's financial responsibility is not needed
5. The Trust's small business certification

As was discussed with you and John Shelton, I have submitted a list of references in the questionnaire that may be contacted at your convenience. I will be submitting letters of support from the listed parties by close of business on November 22, 2019.

Please contact me if you have any questions about the proposal or need additional information.

Sincerely,

Jake Salimbene
Project Manager

Enclosures.



CREATING AND PROTECTING THE SAN JOAQUIN RIVER PARKWAY

11605 Old Friant Road • Fresno, California 93730-9701 • 559.248.8480 • www.riverparkway.org



PROPOSAL TO OPERATE SYCAMORE ISLAND

PROPOSER QUESTIONNAIRE

I. PROPOSER IDENTIFICATION

A. GENERAL INFORMATION

Proposed Primary Contractor's Name, exactly as it will appear on the agreement:

San Joaquin River Parkway & Conservation Trust, Inc.

Address: 11605 Old Friant Road

Phone Number: 559-248-8480

Fax: NA

Email Address: sweaver@riverparkway.org

Project Manager: Sharon Weaver

B. CONTACT PERSON

All correspondence to the proposer will be through one contact person, who will be responsible for disseminating information to the other persons involved in the proposal.

Name: Jake Salimbene

Address: 11605 Old Friant Road

Phone Number: (559) 248-8480 ext. 152

Fax: NA

Email Address: jsalimbene@riverparkway.org

C. TYPE OF BUSINESS, BUSINESS INFORMATION

Check the one box below that describes the type of business; complete this information for each proposed subcontractor as well (attach additional sheets if necessary):

(1) Primary Contractor Business Name:

Small Business: NO YES S/B Number: **1050483**

Federal Tax Payer I.D.: **77-0196692**

Nonprofit Organization (NPO), 501(c)(3) or other: _____

Date NPO was established: **March 15, 1988**

Sole Proprietorship

Partnership

Date Partnership established: _____

Date Partnership agreement was recorded: _____

(enter NA if not recorded)

Has the Partnership done business in California: YES Dates _____ NO

Selected partnerships must provide a copy of the partnership agreement and provide partner names, titles, addresses, and share information prior to executing an agreement.

Joint Venture

Date Joint Venture established: _____

Date Joint Venture statement/agreement was recorded: _____ (enter NA if not recorded)

Has the Joint Venture done business in California: YES Dates _____ NO

Selected joint ventures must provide a copy of the statement/agreement and provide joint venture names and addresses prior to executing an agreement.

Corporation

Date incorporated: _____

Place incorporated: _____

Is Corporation authorized to do business in California: YES NO

How is the Corporation held? Publicly Privately

Selected corporations must provide a copy of the current Annual Report prior to executing an agreement.

(2) Sub-Contractor Business Name: **None**

Small Business: NO YES S/B Number: _____

Federal Tax Payer I.D.: _____

____ Nonprofit Organization (NPO), 501(c)(3) or other: _____

Date NPO was established: _____

____ Sole Proprietorship

____ Partnership

Date Partnership established: _____

Date Partnership agreement was recorded: _____

(enter NA if not recorded)

Has the Partnership done business in California: YES NO Dates _____

NO

Selected partnerships must provide a copy of the partnership agreement and provide partner names, titles, addresses, and share information prior to executing an agreement.

____ Joint Venture

Date Joint Venture established: _____

Date Joint Venture statement/agreement was recorded: _____ (enter NA if not recorded)

Has the Joint Venture done business in California: YES NO Dates _____

NO

Selected joint ventures must provide a copy of the statement/agreement and provide joint venture names and addresses prior to executing an agreement.

____ Corporation

Date incorporated: _____

Place incorporated: _____

Is Corporation authorized to do business in California: YES NO

How is the Corporation held? Publicly Privately

Selected corporations must provide a copy of the current Annual Report prior to executing an agreement.

II. BUSINESS FINANCES AND SUPPORT

A. BUSINESS FINANCIAL STATEMENT

Proposed primary contractors must provide a full and detailed description of the true condition of the business's assets, liabilities, and net worth in the form requested below. If the business is a partnership or joint venture, each general partner or joint venture must individually submit a statement. Additional information may be provided in attachments. Amounts should be rounded to the nearest dollar.

Name of Business or Partner/Joint Venturer Name: San Joaquin River Parkway & Conservation Trust, Inc.

As of (date): Sept. 30, 2019

ASSETS

Current Assets

Cash on hand in bank	<u>\$158,110</u>
Accounts Receivable:	
Current	<u>\$740,839 Total</u>
Over 30 days	<u> </u>
Over 60 days	<u> </u>
Notes Receivable due w/in 1 year	<u>None</u>
Merchandise inventory: cost/market	<u>\$8,523</u>
Other current assets:	
RCB Investments	<u>\$2,818,600</u>
RBC Cash Account	<u>\$1,884</u>
RBC O&M Endowment	<u>\$319,840</u>
Rental Deposits	<u>\$212</u>
Ameriprise Investment Acct	<u>\$137,285</u>
Sub Total Current Assets	<u>\$4,185,293</u>

Long Term Assets

Notes Receivable due after 1 year	<u>None</u>
Land and Buildings (at cost)	<u>\$6,045,699</u>
<Less>Reserve for Depreciation	<u>(-\$1,547,451)</u>
Fixtures and Equipment (at cost)	<u>\$352,218</u>
<Less>Reserve for Depreciation	<u>(Included in depreciation value above)</u>

Prepaid Expenses/Deferred Changes	<u>\$4,781</u>
Other long term assets:	
<u>Construction in progress</u>	<u>\$23,818</u>
Sub Total Long Term Assets	<u>\$4,879,065</u>
TOTAL ASSETS	<u>\$9,064,358</u>

B. BUSINESS, PARTNERS, AND CLIENT LETTERS OF SUPPORT

Proposed contractors must submit a minimum of three business, partner, and/or client letters of support. At least one must be from someone who is familiar with the proposer's business operations. References should be able to verify and support the experience cited in this proposal. Be sure to notify the references in writing (form provided), that a representative of the San Joaquin River Conservancy may contact them concerning the information and experience that you have furnished with your proposal, including financial information. List the letters of support and enclose them in the proposal.

(1) Letter of Support/Reference

Contact Name: **Shawn Riggins**

Business Name: **Fresno EOC Local Conservation Corps**

Address: **1805 E. California Ave, Fresno, CA 93706**

Phone Number: **(559) 264-1048**

Type of Business Relationship: **Conservation Partner**

Length of Association: **3 years**

(2) Letter of Support/Reference

Contact Name: **Robert Snow**

Business Name: **Fresno Audubon Society**

Address: **P.O. Box 3315**

Phone Number: **(559) 715-2473**

Type of Business Relationship: **Conservation Partner**

Length of Association: **5 years**

(3) Letter of Support/Reference

Contact Name: **Stephen Bock**

Business Name: **Scout Island**

Address: **7695 N. Van Ness Ave., Fresno, CA 93711**

Phone Number: **(559) 265-4060**

Type of Business Relationship: **Education Partner**

Length of Association: **5 years**

The San Joaquin River Conservancy may contact references listed here. Letters of support will be submitted to the Conservancy by close of business on November 22, 2019.

AUTHORIZATION TO RELEASE INFORMATION

To Business References listed in Sycamore Island Service Proposal:

I/my company has submitted a proposal to the State of California, San Joaquin River Conservancy, for a service agreement. I hereby authorize you to release or discuss any or all information in your possession pertaining to me/my company as requested by an employee of that agency in connection with and to verify information submitted by me in the proposal.



Proposer Signature

11/13/19

Date Signed

Sharon Weaver

Printed Name

Executive Director

Position/Title

San Joaquin River Parkway & Conservation Trust, Inc.

Company Name (if applicable)

C. CREDIT WORTHINESS

Please see included email from Rebecca Raus of the San Joaquin River Conservancy stating further evidence of the Trust's Financial responsibility is not needed.

III. SERVICE PROPOSAL

Please see the attached narrative covering the following items.

- A. Executive Summary
Page 11.
- B. Vision/Mission Statement
Page 11.
- C. Services, Products, Merchandise, Programs, and/or Events to be Offered
Page 11-12.
- D. Proposed Day Use Fees
Page 12.
- E. Organizational Structure
Page 13.
- F. Employee Supervision and Training
Page 14.
- G. Customer/Public Service
Page 14.
- H. Facility and Equipment Maintenance
Page 15.
- I. Marketing and Advertising
Page 15.
- J. Environmental Awareness, Conservation, and Recycling
Page 15.
- K. Security and Public Safety
General Security
Page 16.
On-Site Residential Caretaker
Page 16.

IV. PERCENTAGE PAYMENT OFFER

A. BASELINE OPERATIONS AND MANAGEMENT SERVICES

Enter the payment offer below:

The proposed payment offer submitted in this proposal is 2 percent of gross day use fees.

B. SUPPLEMENTAL RECREATION-RELATED PROGRAMS, EVENTS, RENTALS, AND RETAIL SERVICES

Enter the payment offer below:

The proposed payment offer submitted in this proposal is:

2 % of the net profit on retail sales (2% minimum)

2 % of gross income on rentals (2% minimum)

2 % of the gross income on program and event registration fees (2% minimum)

Na % of the gross rent charged to an on-site residential caretaker (10% minimum)

V. ADDITIONAL INFORMATION

The Trust has operated lands for public use for 2 decades now. In 2003 The San Joaquin River Parkway and Conservation Trust opened the Coke Hallowell Center for River Studies, now providing event space and daily recreational access to the grounds, which contains a historic ranch house and gift shop that are open to the public on weekends. Additionally, the Trust previously operated Sycamore Island for public access and recreation between 2006-2007 and then 2012-2019. The Trust also operated Camp Pashayan from 1999-2017, and Ball Ranch from 2013-2014.

VI. PROPOSER CERTIFICATION

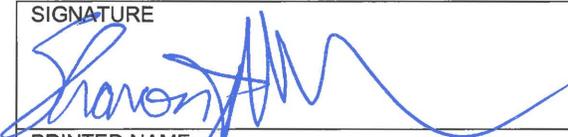
As an authorized representative of the proposer, I am personally acquainted with the premises of the subject site and I have read, understand and agree with the terms and conditions specified in the RFP document, including the Sample Agreements. I certify the proposer meets the required experience qualifications and is committed to employ a supervisor and staff that meet the required qualifications. I certify the proposer has the necessary financial resources to equip and perform the proposed services. In the event the proposal is accepted and approved by the State, I will:

1. Execute and complete the Contract incorporating this proposal and all the terms and conditions contained in the RFP. The Contract will then be executed by the State upon approval by appropriate State agencies;
2. Provide the Performance Bond or letter of credit upon execution of the Contract by State; and
3. Provide the proposed services and payments.

I hereby certify that all responses and information provided in connection with this proposal are true to the best of my knowledge and belief, and I understand and agree that any misstatement or omission of any material fact may cause forfeiture on my part of all rights to the proposed agreement to be awarded by the State of California.

I hereby respectfully submit this proposal, including all required documents and statements. I represent that the signatories hold the positions set forth below their signatures and are authorized to execute this proposal.

If the proposal is made by a sole proprietor, this form shall be signed with the full name of the Proposer. If it is made by a partnership, a limited partnership, or joint venture, it shall be signed with the full name of each partner or member thereof. If it is made by a corporation, it shall be signed by: (1) the President, any Vice-President, or the Chairman of the Board; and (2) by the Corporation Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer.

SIGNATURE 	POSITION/TITLE AND/OR FUNCTION Executive Director	DATE 4/13/19
PRINTED NAME Sharon J. Weaver	PHONE NUMBER (559) 248-8480 ext. 105	FAX NO. NA
ADDRESS 11605 Old Friant Road	CITY/STATE/ZIP CODE Fresno, CA 93730	
SIGNATURE 	POSITION/TITLE AND/OR FUNCTION Project Manager	DATE 11/13/19
PRINTED NAME Jacob H. Salimbene	PHONE NUMBER (559)248-8480 ext. 152	FAX NO. NA
ADDRESS 11605 Old Friant Road	CITY/STATE/ZIP CODE Fresno, CA 93730	

PROPOSAL TO OPERATE SYCAMORE ISLAND

PROPOSAL NARRATIVE

EXECUTIVE SUMMARY

The San Joaquin River Parkway and Conservation Trust proposes to operate Sycamore Island, including the attached Van Buren Unit, for public daytime use, a minimum of but not limited to, weekends and holidays from February through Veterans Day in November. Public operation would also include on-site bait shop sales, boat/equipment rentals, and event space rentals (such as picnic shelters). Supplemental services for public recreation would include but is not limited to field trips, youth/adult educational programs, nature walks, guided boating, professional team building, stewardship volunteering, and special events (such as foot races, fishing derbies, etc.).

Vision/Mission Statement

Our goal in operating Sycamore Island is to provide low-cost public access to the San Joaquin River, provide high-quality and family-friendly recreational opportunities, build appreciation for the river and surrounding lands, and increase support for the continued expansion of the San Joaquin River Parkway.

Services, Products, Merchandise, Programs, and Events to be offered.

Sycamore Island will be open for public day use on Fridays, Saturdays, Sundays, and all official state holidays between February 1st and Veterans Day in November. Hours of operation will change seasonally depending on the length of daylight, but would generally allow for public use from early morning to sunset. Hours of operation would be as follows:

- February, March, October, November – 6:00am to 5:30pm
- April, September – 6:00am to 7:00pm
- May, June, July, August – 6:00am to 8:30pm

Snacks, beverages, bait/tackle, apparel, and other items will be sold on-site for profit. Bottled drinking water will be sold on-site at cost. Specific concessions sold for profit would be based on demand, but could include and are not limited to:

- Soda, energy drinks, coffee, and juice
- Pre-packaged chips, seeds, nuts, granola, and candy
- Variety of live and frozen bait, and select lures and tackle
- Sunscreen, and bug spray
- Trust and Sycamore Island branded apparel

In addition to concessions, boat/equipment rentals consisting of at least 2-person canoes and 1-person, sit-on-top kayaks will be available to the public during the hours of operation. Boat rentals will include all necessary paddles, life jackets, and delivery to/from the water. On-site staff will aid with fitting life jackets and provide a brief instruction on boat use.

The Trust has an extensive lineup of educational and recreational programs for children and adults that have and will continue to utilize and showcase Sycamore Island. Programs include:

- Guided and self-guided (Trout Pond Nature Trail) nature walks.
- Guided river tours and calm water adventures that cater to all skill levels; full-day, half-day, and sunset outings are offered.
- Field trips covering pre-K through college, including 6th grade outdoor education for Madera Unified School District.
- Public weekend educational programs such as the Youth Naturalist Program
- Public and private volunteer programs
- Corporate sponsorship program
- A corporate teambuilding program is currently being planned.

In addition to programs, the Trust hosts a wide array of public and private events. During our previous operation of Sycamore Island, examples of past events included:

- Annual Fishing Derby in partnership with CA. Dept. of Fish and Wildlife and the Central Sierra Chapter of Trout Unlimited to raise awareness for the San Joaquin River Restoration Program.
- Bass derby held in partnership with local fishing groups.
- Annual Sycamore Island 5k and 10k foot race
- Valley Children's Adaptive Sports Program events that provide recreational opportunities to those with disabilities
- Great Sierra River Cleanup, Earth Day, National Trails Day, and Invasive Species Action Week volunteer events
- CDFW free fishing days
- Parties for the Parkway
- Geocaching meetups
- Bicycle tours
- Beginner group fishing outings
- Beginner birding lessons
- Youth birthday parties and family gatherings

Proposed Day Use Fees

The Trust intends to maintain the existing fee schedule of \$9 per vehicle and \$5 per trailer. The trailer fee is applied to all forms of trailers. Discounted day use fees of \$6 are available to disabled persons, veterans, and late-day entries into the park. Season passes to the park would be available for \$85, with a discounted \$60 annual pass for disabled persons and veterans.

Organizational Structure

The Trust is a 501(c)3 nonprofit governed by a 25-member board of Directors. The Trust currently has 11 regular full-time employees, 2 part-time employees, and a network of regular volunteers. Each year the Trust employs an additional 35-50 seasonal staff for our River Camp program, guided canoe tours, and park operations.

Trust staff is led by Executive Director Sharon Weaver:

Sharon has a degree in political science from the University of California at Davis. She joined the Trust in 1999, became the deputy director in 2008, and was selected as the Trust's third Executive Director in 2015. During her tenure, Sharon has implemented a variety of major projects including the extension of the Lewis S. Eaton Trail to the River Center, habitat enhancement at Jensen River Ranch, several invasive weed removal projects, and operations of Sycamore Island and the Coke Hallowell Center for River Studies.

Operations at Sycamore Island will be managed by Restoration Project Manager Jake Salimbene:

Jake holds a B.S. in Earth Science from California Polytechnic State University in San Luis Obispo. He joined the Trust as a Park Host at Sycamore Island, Camp Pashayan, and Ball Ranch in 2013 before becoming a Restoration Technician later that year and ultimately Restoration Project Manager in 2014. He is responsible for implementing the Trust's habitat enhancement projects, managing park operations, River Stewards volunteer events, and the Trust's geographic information systems.

Additional full-time staff that would be involved with Sycamore Island include:

- Development Director, Sarah Parkes
- Development Associate, Bryna De Fede
- Community Programs Director, Molly Schnur-Salimbene
- Education Program Facilitator, Katie Kincaid

Jake Salimbene will be responsible for hiring 5-8 non-exempt employees to serve as Park Hosts, including 1 lead host, at Sycamore Island. Park Hosts will be responsible for providing daily operations at Sycamore Island such as collecting day use fees, selling concessions, equipment rentals, enforcing park rules, assisting with programs and events, and maintaining park equipment, facilities and grounds. Park hosts, including the lead host, will work 1 of 2 5 ½- to 8-hour daily shifts during operation. Park hosts have an on-duty meal period since they must remain present and available during the entire shift. The lead host will be responsible for scheduling and supervising hosts during operation. The lead host and Trust's Project Manager maintain availability by phone during all periods of operation to assist with issues.

2 fully-trained park hosts will remain onsite at all times during operation. Other Trust staff working onsite during programs, events, or capital projects may substitute for 1 park host if they are able to assist with daily operations while doing so. Volunteers or interns may also substitute for 1 park host if they have been fully trained.

Employee Supervision and Training

Each year in January, before beginning operation, the Trust will train all Park Hosts on the following topics:

- History and lands of the San Joaquin River Parkway
- An overview of the Trust, the San Joaquin River Conservancy, and relevant state and federal agencies working on the River Parkway
- The Trust's employee handbook, Injury and Illness Prevention Program, code of safe practices, heat illness prevention program, emergency action plan, and injury/accident/incident reporting.
- A Thorough tour of the property, highlighting areas with potential safety hazards, sensitive habitat, potential trespass, and a discussion of appropriate activities.
- Park Rules
- Opening and closing park facilities, and a review of daily responsibilities
- Cash handling, credit card transactions, and operation of the cash register
- Discussion and practice of positive customer service
- Role-play to practice appropriate response to "difficult" customers, with an emphasis on solving problems and providing friendly, high-quality service to all visitors
- Fishing techniques and current regulations
- Boating techniques for canoes and kayaks
- Safe operation of the Trust's golf cart
- Use of the bait shop cell phone
- Natural and cultural history of the site.

Customer/Public Service

The trust has a long history of providing high quality customer service through our programs, events, rentals, and park operations. The board of directors and staff all recognize the importance of building support for the Parkway by making it appealing to people of diverse socio-economic and cultural backgrounds. Customer service begins with presenting a positive and inclusive appearance – maintaining property and equipment, training staff to interact with the public in a positive and non-confrontational manner, and projecting an inviting image through media. During our time operating Sycamore Island we communicate regularly with interested public in-person, in print, and online. On the rare occasion that we receive negative feedback or complaints about our offerings, we strive to remedy the situation immediately and provide follow-up communication when necessary.

Our park hosts strive to provide customer satisfaction within the constraints of our operating agreement and rules of operation. Whether that means providing refunds for visitors who leave the property within a short period (such as due to problems with their fishing equipment or other unforeseen circumstances), allowing first time visitors to peruse the property prior to paying, or going above and beyond to provide helpful information. Our goal is to provide the best outdoor experience possible and help visitors fall in love with the property.

In this proposal, our planned operation goes above the minimum time of operation required in the RFP. As financially feasible, the Trust will work to continue to go further above and beyond those minimum requirements. Increasing public access and outdoor recreation along the San Joaquin River Parkway is a core tenet of the Trust's mission, and the operation of Sycamore Island has been one of our most valued avenues to do so.

Facility and Equipment Maintenance

The bait shop will continue to be used as the base of operations for Park Hosts to collect day use fees, sell concessions, rent boats/equipment, and provide visitor information. A cellular phone will be provided by the Trust and remain present in the bait shop for any necessary communication and to process credit card transactions. Trust staff will provide basic housekeeping, maintenance, and small repairs.

The Trust will provide park hosts with an electric golf cart to patrol and maintain the property, as well as transport boats for visitors during rentals. The cart is maintained and repaired by Trust staff.

The warehouse will be used as a storage building for a variety of things such as the golf cart, rental boats, equipment for onsite programs/events, tools, and maintenance equipment. Trust staff will provide basic housekeeping, maintenance, and small repairs.

The vault restrooms will be stocked and maintained as needed by Trust staff including vault waste removal when necessary. Vault restrooms will remain locked when the park is closed. The Trust will also place portable restrooms throughout the property including the Van Buren unit during operation.

Prior to beginning operation each year, numerous steel drums will be placed around property to serve as trash cans. Drums will be lined and emptied daily by Trust staff. Blue, plastic recycling containers with lids will also be placed around the property and maintained by trust staff. Fresno EOC collects the recycling from the bins weekly. A large trash dumpster will be placed near the storage building for emptying garbage cans. Redrock Environmental will be contracted by the Trust to empty the dumpster weekly. General trash collection throughout the property will occur daily to maintain a clean and park.

Picnic tables, picnic shelters, and other facilities throughout the property will be cleaned regularly by Trust staff. Minor vegetation management and grounds maintenance such as mowing picnic areas, removing downed tree limbs, weed removal will be completed by Trust Staff as able.

Marketing and Advertising

The Trust will market Sycamore Island through social media, the Trust's website, newsletters, flyers, press events, and press releases.

Environmental Awareness, Conservation, and Recycling

The San Joaquin River Parkway and Conservation Trust's mission in to preserve and restore San Joaquin River lands of ecological, scenic or historic significance; to educate the public on the need for stewardship; to research issues affecting the river; and to promote educational, recreational and agricultural uses, consistent with protection of the river's resources. As a conservation organization, the Trust emphasizes environmental awareness and conservation in all of our program activities including those at Sycamore Island.

Security and Public Safety

General Security

Visitors to Sycamore Island are provided with a copy of the rules of use and provided with information about closing times and property boundaries. Park hosts maintain a presence throughout all parts of the property to answer questions, monitor visitor activities, and maintain the property. When necessary, Park Hosts remind visitors of the rules, and in extreme cases ask the visitor to leave the property. Park hosts are able to contact law enforcement or emergency personnel through the provided cell phone. Two-way radios are also utilized for intra-property communication.

At the end of the day, hosts make a final sweep through the property to inform guests that the park is about to close. All visitors must be off the property before the hosts leave. Hosts will call law enforcement if a visitor refuses to leave. If a host is unable to locate a visitor, vehicle information will be gathered and a notice will be placed on the visitor's vehicle with a number to call for lock-in service at the visitor's expense.

On-site Residential Caretaker

We do not have any immediate plans to incorporate an on-site residential caretaker at the property.

Jake Salimbene

From: Rebecca Raus <rebecca.raus@sjrc.ca.gov>
Sent: Tuesday, November 12, 2019 1:47 PM
To: Jake Salimbene
Cc: John Shelton
Subject: RE: 2019 Sycamore Island RFP

Hi Jake,

Regarding your credit bureau report question below, the Trust has met all financial obligations in operating the facilities so that further evidence of financial responsibility is not needed.

Respectfully,
Rebecca

Rebecca H. Raus
Assoc. Govt. Program Analyst
San Joaquin River Conservancy
5469 E. Olive, Fresno CA 93727
Phone: (559) 253-7324 Ext. 2
Fax: (559) 456-3194

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From: Jake Salimbene <jsalimbene@riverparkway.org>
Sent: Friday, November 8, 2019 3:09 PM
To: John Shelton <john.shelton@sjrc.ca.gov>; Rebecca Raus <rebecca.raus@sjrc.ca.gov>
Subject: 2019 Sycamore Island RFP
Importance: High

External E-Mail Notification

This e-mail originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi John and Rebecca,

As I'm getting deeper into producing a proposal for the Conservancy, I had a question about a couple of the supporting documents the RFP requests to be submitted with the proposal; Specifically the 3 letters of support/reference (5.5 II B) and the credit bureau report (4.32). With the Trust's history of operating Sycamore Island and working with the Conservancy, will those items be necessary for me to produce?

Jake Salimbene

Project Manager

San Joaquin River Parkway & Conservation Trust, Inc.

11605 Old Friant Road, Fresno, CA 93730

Office: (559) 248-8480 ext. 152

Fax: (559) 248-8474

jsalimbene@riverparkway.org

www.riverparkway.org

<http://www.facebook.com/SJRPCT>

<http://www.facebook.com/SycamoreIslandPark>

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CONSERVATION TRUST, INC.**Doing Business As (DBA) Name 2:****Address:**11605 OLD FRIANT ROAD
FRESNO
CA 93730**Email Address:**sweaver@riverparkway.org**Business Web Page:**<http://www.riverparkway.org>**Business Phone Number:**

559/248-8480

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Fresno Audubon Society *...inspiring voices for nature*



San Joaquin River Conservancy
5469 E. Olive Avenue
Fresno, CA 93727

Fresno Audubon Society (FAS) strongly supports the renewing of the concessionaire's agreement allowing the San Joaquin Parkway and Conservation Trust (the Parkway) to operate Sycamore Island. FAS conducts birding field trips on Sycamore Island every other year, and during the current tenure of the Parkway we have found the area to be very well maintained: For example, the buildings on Sycamore Island are in good repair; the roads are well maintained; and there is very little litter on the property.

The Parkway is very helpful in arranging our outings on the property and from our perspective, the Parkway has a unique understanding of the property and its benefits to the public. I do not think another concessionaire would likely do as good a job because the Parkway has a vested interest in Sycamore Island along with the rest of the San Joaquin River in Fresno.

Sincerely,

A handwritten signature in cursive script that reads "Robert W. Snow".

Robert W. Snow, PhD
President

Fresno Audubon Society
501C3 23-7443047



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Chief Executive Officer
Brian Angus

Executive Office
1920 Mariposa Street,
Suite 300
Fresno, CA 93721

(559) 263-1000
www.FresnoEOC.org

November 18, 2019

Mr. Jake Salimbene, Project Manager
San Joaquin River Parkway & Conservation Trust, Inc.
11605 Old Friant Road
Fresno, CA 93730

Re: Sycamore Island Request for Proposal - Letter of Support for the Trust to operate Sycamore Island

Dear Mr. Salimbene,

Fresno Economic Opportunities Commission (Fresno EOC) expresses support for the San Joaquin River Parkway and Conservation Trust's (Trust) proposal to the San Joaquin River Conservancy to continue operation of Sycamore Island.

Fresno EOC through the Local Conservation Corps (LCC) program has partnered with the Trust for over 10 years. Fresno EOC LCC is a nationally certified 21st Century Conservation Corps, approved to perform work on federal land as a result of meeting rigorous accreditation standards. Over the years, LCC has developed and maintained a valued partnership with the San Joaquin River Parkway and Conservation Trust, performing work on the San Joaquin River, including at Sycamore Island and the Van Buren Unit. The Invasive Weed Management and Job Creation Program allows LCC to assist in the removal of invasive species, exposing LCC Corpsmembers to the importance of environmental stewardship opportunities in close proximity to the city of Fresno. On a daily basis, LCC Corpsmembers train under the guidance of Trust staff. Trust staff are patient and able to bond with LCC Corpsmembers.

We are confident in their dedication to the young people of Fresno, demonstrated when an LCC Corpsmember working on the river project was hired by the Trust as a result of this partnership. We are encouraged by the Trust's application for this role. Their professional expertise, communication, management skills, and commitment to our community will continue to serve the park operations at Sycamore Island well. Please give this application your highest consideration

Sincerely,

A handwritten signature in blue ink that reads "Michelle L. Tutunjian".

Michelle L. Tutunjian
Enterprise Officer
Acting Chief Executive Officer





Jim A. Yovino
Superintendent

fresno county superintendent of schools

Nov. 20 2019

Jake Salimbene
San Joaquin River Parkway & Conservation Trust, Inc.
11605 Old Friant Road
Fresno, CA 93730

Re: Sycamore Island Request for Proposal - Letter of Support for the Trust to operate Sycamore Island

The Scout Island Outdoor Education Center would like to express support for the San Joaquin River Parkway and Conservation Trust's proposal to the San Joaquin River Conservancy to continue operation of Sycamore Island.

Scout Island Outdoor Education Center is conveniently located on the San Joaquin River and provides 85 acres of invaluable habitat for native wildlife and for riverside vegetation. Scout Island offers teachers and students high-quality multi-grade level environmental education opportunities that expose participants to our many valuable resources of our preserved natural area. Year-round field trips are offered to explore the San Joaquin River Watershed, local geology, flora, fauna and the cultural history in the riparian corridor of our river. Scout Island is under the direction of the Office of the Fresno County Superintendent of Schools.

The Trust has held their summer day camp, River Camp, at Scout Island for nearly 20 years now. River Camp has provided an exciting and safe experience for the Valley's children to participate in fun and educational activities, play and grow with peers and reconnect with their local environment each summer. FCSS has enjoyed a long and productive partnership with the Trust. In addition to hosting River Camp, we have benefitted from the Trust's support of our native plant nursery which has helped us provide engaging educational experiences for thousands of students in the Valley.

We are encouraged by the Trust's application for this role. Their educational and outdoor recreation programs have helped increase the community's connection to the River Parkway, and this expertise makes them a great candidate for the operation of Sycamore Island.

Sincerely,

Jim Yovino
Fresno County Superintendent of Schools



THE SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

Item: F-2

January 8, 2020

TO: San Joaquin River Conservancy
Governing Board

FROM: John M. Shelton, Executive Officer

SUBJECT: ACTION ITEM: Appointment of Board Ad Hoc Committee, Annual Evaluation of Executive Officer

RECOMMENDATION:

It is recommended the Chairman appoint Board members to serve on an ad hoc committee to perform a routine annual evaluation of the Executive Officer, with a report to the Board in closed session at the March 2020 meeting.

SUMMARY:

The Executive Officer began service to the Conservancy November 19, 2018. It is proposed that each year of service be followed by a routine review of the quality of the Executive Officer's performance in relation to focus objectives and other measures. The reviews will include setting of focus objectives for the coming year. Any salary and benefit considerations that are subject to Board discretion will also be reviewed upon each anniversary.

It is proposed that each review will be performed by an ad hoc committee of the Board, appointed each year by the chairperson, with input and any final action taken by the full Board in closed session.