The September 7, 2022 Board meeting will begin at 9:30 a.m. at the Fresno City Council Chambers
SAN JOAQUIN RIVER CONSERVANCY
The San Joaquin River Conservancy Governing Board will hold a regular meeting on Wednesday, September 7, 2022, commencing at 9:30 a.m.

Board Meeting Location:
Fresno City Council Chambers
2600 Fresno St. Fresno, CA 93721
and via Zoom: https://zoom.us/j/4638395800

The following location is also open to Board members and the public for attendance via Zoom:
California Natural Resources Agency
715 P. Street, Room: NRHQ 20-105 (Farallon Room)
Sacramento, CA 95814

MEETING AGENDA

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

G-1 Government Code Section 11126 (a) (1)
Public Employee Performance Evaluation
Title: Executive Officer

B. ROLL CALL

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 August 3, 2022.


F. REGULAR SESSION ITEMS

F-1 ACTION ITEM: Authorize the Executive Officer to Enter into a Contract with the San Joaquin River Parkway and Conservation Trust to Provide Portable Toilets and Handwashing Stations within the San Joaquin River Parkway.

F-2 ACTION ITEM: Authorize the Executive Office to Enter into a Contract and a Concession Agreement that will Provide Public Access and Recreation Services at Sycamore Island and the Van Buren Unit for a Four-Year Term beginning October 2022, as Selected through a Request for Proposals.

F-3 INFORMATION ITEM: Discuss Potential Operations and Maintenance Scope of Work for the Sierra Resource Conservation District and the Madera/Chowchilla Resource Conservation District.


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-1c. Other Organizations (please contact the Conservancy if you wish to Report on your Organization – Vanessa.Gavina@sjrc.ca.gov

G-2 Deputy Attorney General Report
H. NOTICE OF ADVISORY AND BOARD COMMITTEE MEETINGS, OTHER PUBLIC MEETINGS RELATED TO CONSERVANCY MATTERS

I. NEXT BOARD MEETING DATE
The next Board meeting is scheduled for 10:00 a.m. Wednesday, October 5, 2022, location to be determined.

J. 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 Vanessa Gavina at Vanessa.Gavina@sjrc.ca.gov.
MINUTES
WEDNESDAY, AUGUST 3, 2022
SAN JOAQUIN RIVER CONSERVANCY

Board Meeting Location:
Madera County Government Center
200 W. Fourth Street, Madera, CA 93637
and via Webex

MEETING AGENDA

CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Ms. Forhan called the meeting to order at 9:31 a.m. and led the pledge of allegiance.

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

A-1 Government Code Section 11126 (a) (1)
Public Employee Performance Evaluation
Title: Executive Officer

ROLL CALL

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PUBLIC COMMENT: No public comments were received.
Upon termination of the closed session, Ms. Jackie Vu, Deputy Attorney General for the San Joaquin River Conservancy, indicated that she had nothing to report out.

B. **ROLL CALL**

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Ms. Gavina confirmed a quorum was present.

Legal Counsel Present: Jackie Vu, Deputy Attorney General

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

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)

None.

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.

None.

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 May 4, 2022

Ms. Forhan inquired if there were any comments or changes that Board members would like to make. With none given, she asked for a motion to approve the item.

Mr. Gibson moved to approve the minutes from the Consent Calendar; the motion was seconded by Mr. Frazier. The motion passed as follows:

Roll Call Vote:

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F.

**REGULAR SESSION ITEMS**

**F-1 INFORMATION ITEM:** Status and Progress Report on River West Fresno, Eaton Trail Extension Project.

Mr. Shelton provided a brief background on the project. He noted that in September 2021, the Board authorized bonds, not to exceed $3,104,831, to the City of Fresno to and complete final engineering designs and secure permits for the River West Fresno Eaton Trail Extension Project. On November 18, 2021, the Wildlife Conservation Board approved the project and a grant agreement with the City of Fresno. A notice to proceed for the grant agreement was issued on January 7, 2022.

Mr. Jesus Avita, Deputy Engineer and Program Manager for the City of Fresno, informed the Board that the City of Fresno released a Request for Qualifications (RFQ) for the River West Fresno, Eaton Trail Extension Project, on April 19. The Statement of Qualifications were due on Friday, May 27 at 5:00 p.m. The City of Fresno received Statement of Qualifications from three engineering firms, that have been interviewed. The City of Fresno is currently in negotiations with one of the local firms. The City of Fresno is reviewing the scope and fee proposal, with the intent to award the Eaton Trail Design Contract in the month of September.
Mr. Avita spoke about a couple of milestones that they have coming up from now until the end of the year. The consultant contract will be taken to the City Council on September 15, 2022. Shortly after, they will be issuing the notice to proceed for the consultant to begin working on the initial concept design. The intent is to stay on schedule with having the trail concept design submittal completed and presented to the City in December 2022 or January 2023. Once that is done, they plan on working with their consultants on establishing a community outreach program. They are planning two outreach meetings, with one held shortly after the concept design is submitted to them for review. The second outreach meeting would be anticipated later in 2023 during the 60 percent design. Depending on the feedback that City staff get from the community, such as concerns or changes, there may be the need for more community outreach meetings. However, they believe two meetings should be sufficient to keep the public informed. Mr. Avita summarized that they are on schedule to continue and deliver the design by the end of 2023. Once the permitting process begins, there might be some impact, but they would work their best to resolve those issues. He asked if there were any questions from Board members.

On inquiry from Mr. Brandau, Mr. Avita reported that City staff can provide Councilmember Karbassi’s office with updates on this project.

On inquiry from Mr. Donnelly, Mr. Avita reported that City staff should have a final design completed by December 2023.

Ms. Forhan asked if there was any chance, in terms of looking at the schedule, to be able to shave off any time.

Mr. Avita stated that this is something staff is constantly looking at. They consider processes where they can shorten up some of the timeframe. However, he noted that there is some challenge with the access through Spano Park. The overall trail concept design is very basic but modifying the access from Palm and Nees through Spano Park into what would be the trail access, that is not an easy design. They would have to contend with soil conditions there and cutting into the slope. That would be the most challenging part of the engineering design and coming up with a retaining wall design that can be maintained long-term and is low cost. He mentioned that staff will continue to look for ways to expedite the timeline. Mr. Avita noted that the schedule did include contingency, and that it is reflected in the timing.

Mr. Shelton added that in the Conservancy’s and City’s initial discussions, besides being stringent with timing, another thing that would be difficult would be permitting. That is one of the gray areas. City staff can get their side done, but then it is a matter of getting the permits back and generated through the system. That is an area that will potentially shave off time, but it will not necessarily be because the City is expediting a certain area, but more so, the assistance of the other groups they are working with.

Mr. Hatler inquired if it would be a 30-60 percent design, so they can identify potential problems before they go to the final design?

Mr. Avita stated that is the intent. City staff are doing a 30, 60, 90, and 100 percent design. The 30 percent concept design is typically where they would explore and weed out extreme challenges. Then, staff would go into the 60 percent design, which would be a
heavy push because that is where they are going into the details of the overall design. From 30 to 60 percent design, there is some resolution to finding engineering problems and solutions. In a 60-90 percent design, they would refine those problems. At the 90-100 percent stage, it would be permitting. While they may internally be able to expedite the design as far as getting it to construction, the critical path there is getting all of the City’s permits in line.

Mr. Hatler asked if there were timelines for the 30, 60, and 90 percent designs?

Mr. Avita confirmed that there were. He did not include it in the presentation, but he has it reflected on the grant application. He stated that those timelines have not changed.

Mr. Hatler requested that City staff provide the Board with updates as the process moves forward, in addition to any regular updates, as these are critical timelines.

Ms. Forhan added that as Board meetings continue, they would like to have updates through next year going through the process from City Staff. She queried if there were any public comments regarding this item, and with none given, she proceeded to the next item.

**F-2 ACTION ITEM:** Approve Proposition 68 Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Grant Program Guidelines.

**F-3 ACTION ITEM:** Authorize the Executive Officer to enter into a Contract that will Provide Portable Toilets and Handwashing Stations within the San Joaquin River Parkway.

**F-4 ACTION ITEM:** Adopt the State Park’s Signage Handbook to be used as Guidelines for the San Joaquin River Parkway Signage.

Staff Recommendation: It is recommended the Board adopt the State Park’s Signage Handbook to be used as guidelines for the San Joaquin River Parkway Signage. The Sign Handbook will help the Conservancy with standards for design and application for signage.

Mr. Shelton stated that these guidelines give us the ability to use State Park’s Handbook for consistent signage. This handbook provides standards for design and application for signage to be used in the State Parks system. He added that it will give us ideas on types of signage and measurements. Mr. Shelton stated there is the ability to have certain signage that is specific to our area, as long as it is in the same format with State Parks. The handbook does have standard designs and applications. It is typically utilized for the State Parks’ system, but other agencies use it, as well. Staff tried to track down the signage that other state conservancies use, since only a few use State Parks, but no responses have been received yet. Mr. Shelton mentioned that while on vacation, he visited Harmony Headlines, which is a small state park along the coast, and he toured the area and observed signage very similar to the Conservancy’s.

He noted that in the Department of Parks and Recreation’s Sign Handbook, there are eight sign categories. These include recreation symbols, hazard signs, land management signs, interpretive signs, park management signs, regulatory signs, warning signs, and
construction signs. He gave a brief overview of the different types of signs that would be pertinent to the Parkway and their meanings.

There is some definite need for recreational symbols around the parkway, as it will provide distinction between facilities and activities.

The hazard signs are used to identify hazardous situations for the protection of the park visitors. Currently, the Conservancy has some in place at Ball Ranch, as we do have some cliffs that are unstable, and there are other areas that should be marked.

Land management signs are typically signs that indicate an area is closed. They protect the natural features of the park and park visitors.

Interpretive signs are used to identify natural features within the park system, such as unusual animal, plants, and other natural phenomena. Mr. Shelton noted that these could be used for properties that have archeological areas or areas where ticks are present. One of the things this brings up is when the Conservancy does a grant, there are almost always requirements in the grant agreement for signage to recognize the Wildlife Conservation Board, the Conservancy, and the funding source/proposition that was there. Unfortunately, when the grant is over, the sign is still often up, and several are very difficult to read at this point, so it would be nice to replace some of that with new signage.

Park management signs are used to control facilities and features of the parks.

Regulatory signs are used to inform motorist of regulation which apply at definite locations, specific times, or where the regulations are not self-evident. This includes speeding, stopping, or parking of vehicles. He stated that these could be used in areas with loading zones or for a canoe launch, like at the Lanes property.

Warning signs should be held to a minimum and should be consistent with requirements for safety. Some examples of these types of signs are slow, horse crossing, pedestrian crossing, and bike crossing.

Lastly, construction signs are used in and near construction and maintenance sites. These sites may also include regulatory, warning, and guide signs. Mr. Shelton mentioned that construction signs will be important, especially as construction on River West occurs. These signs will also be needed at Ball Ranch and Ledger Island once there is the ability to do work on the bridge.

Mr. Shelton informed the Board that when a state agency purchases signs, aluminum signs must be purchased from the California Prison Industries (CALPIA). Sometimes, the process can be fast, and other times, it can be time consuming; so it is a fairly prescribed process. For signs that are made of plastic/porcelain, staff will be able to purchase these through an outside vendor. That has been done in the past, and we are hopeful to continue this process. Mr. Shelton asked if there were any questions.

Mr. Gibson commented that there is a lot of signage that now gives people the capability to scan QR codes and get more information. He asked Mr. Gresham if that was what they are doing at State Parks.

Mr. Gresham answered so far, he has only seen it utilized in a museum type setting for State Parks, but he can certainly see it being used for trail markers.
Mr. Shelton stated that another area he visited while on vacation was the Land Conservancy of San Luis Obispo, which is a privately run conservancy. Along the Bob Jones trail, the conservancy had QR codes which were labeled Public Information Trails (PIT). He mentioned that it was nice to see there was a program in place for that.

Ms. Forhan asked if there was a way to expedite the process of getting signs, once it was determined what was needed.

Mr. Shelton answered that there are some older signs still stored in the Conservancy’s office, such as the San Joaquin River Restoration Program’s signs for fluctuating water levels that we used when doing leases for the fisheries. Regarding new signs, that has been a priority, and staff should be able to start purchasing signs. He believes the first signs that will be purchased will probably be through an outside vendor. Staff will look into CALPIA to see if there is anything we can order from them. Again, there might be some unpredictability in regard to the timeframe. He noted that with some agencies that have ordered from CALPIA, the turnaround was within a few weeks; and there have been other agencies that have waited up to six months or more, so it just depends. He believes plastics signs would be the most effective and cost efficient right now for the Conservancy, rather than aluminum. There are a few of those, along the Parkway, that need to be updated. Staff will also start looking into interpretive signage at a later time. The first priority is to be able to get warning signs to inform the public of certain areas with unstable banks or other hazardous conditions.

Mr. Frazier queried if CALPIA could not furnish aluminum signs by a certain date, if it could be contracted out?

Mr. Shelton replied that the Conservancy would have to get a waiver for approval to go with another vendor, but we would most likely have to go through CALPIA for the aluminum signs.

Mr. Gresham added that CALPIA is slow to give waivers. It is a lengthy process.

Mr. Donnelly asked whether the signage, where there is a lot of wording displayed (such as regulation signs), be bilingual or use any other languages on the signs. He would recommend it.

Upon inquiry from Mr. Donnelly, Mr. Shelton answered that it is our intent to have a couple of different languages on the signs, especially for the warning and regulatory signs, and potentially interpretive signs. He stated that is why it would be beneficial to have the QR codes because you can put a lot of information onto a webpage rather than on a sign. This could be dangerous because people could just walk by and disregard it.

Mr. Garcia agreed stating that signage with the ability for QR codes would be very helpful in assisting the Conservancy with providing the public multiple languages of text to access. He suggested for staff to check in with the Elections Department and to look at their most necessary languages that they list and make accessible to the public.

Mr. Shelton added that it would be great to get some wordage that is both from some of the Yokut and Mono languages. That could be something to look into with one of our subgrantees, the Advocates for Indigenous California Language Survival (AICLS).
Mr. Gibson asked if there is a plan for sign installation. He stated that he lives near the river where there is hardpan dirt, which makes it extremely difficult to keep signs up. He wants to know if there are ways to get them installed where they last a longer time.

Mr. Shelton replied that later in the agenda there will be discussions about the Joint Powers Authority (JPA), and the direction the Conservancy is headed. It is our hope that the path we choose to take for the Conservancy’s Operations and Maintenance (O&M) allows us to put the services together to be able to do that. Mr. Shelton stated there has been an issue in the past where, in certain areas, there have been big cobbles or hardpan dirt. That will be further investigated and is a work in progress.

Ms. Forhan asked if there were any comments from the public, and with none, she moved to a motion.

Mr. Frazier moved to approve the action item; the motion was seconded by Mr. Garcia. The motion passed as follows:

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Because of technical difficulties, Ms. Andrea Scharffer was unable to vote.


Mr. Shelton stated that in March of 2021, and Ad Hoc Committee was formed with board members representing Fresno County (Mr. Brandau), Madera County (Mr. Frazier), the City of Fresno (Mr. Karbassi), the City of Madera (Mr. Garcia), and a nonpartisan member (Ms. Austen) to explore the idea of forming a Joint Powers Authority (JPA). The purpose of the JPA would be to operate and maintain facilities and oversee land management. Soon after, Madera City pulled out of the committee. Irrespective of this, other members were still interested, so Conservancy staff put together a Joint Powers Agreement that was modeled after some of the other Conservancies’ agreements.
The Conservancy received feedback from several of the meetings, including from the public. From the feedback, the agreement was redrafted. Recently, several stakeholders have expressed concern about the formation of a JPA, and consequently, the JPA was put on pause. In discussion with the Chair and Vice Chair, the Conservancy has decided to explore other alternatives to be able to do its operations and maintenance. Mr. Shelton noted that work done by the Ad Hoc Committee and Conservancy staff will be archived, should the JPA Ad Hoc Committee resume in the future. In exploring other alternatives, the Conservancy is considering working with the local Resource Conservation Districts (RCD’s). Staff has reached out to a couple of the other conservancies that use the RCD’s to discuss their methods. In particular, the Tahoe Conservancy utilizes their local RCD in the area, which covers their entire geographic range.

The San Joaquin River Conservancy has decided to collaborate with the Sierra and Madera-Chowchilla RCD’s. The Conservancy’s aim is to work with the two RCD’s, come up with an outline of potential duties, services and maintenance projects that can be done, and bring this back for a discussion item at the next board meeting. After having that discussion as an information item, staff would come back at a later meeting with an action item for the Board’s consideration on their proposals. He reiterated that going through the State Process, there is a fairly long process to be able to get large projects done. There is typically a Request for Proposals (RFP), Invitation for Bids (IFB), or other ways of moving through a process for services, but all can be time consuming, especially with three staff members; it is hard to do. Hence, with a local agency like a resource conservation district, an interagency agreement with them. Since it is a government entity, a Request for Proposal does not have to be done, staff can just go directly to them. They can use their procurement processes to deliver things such as services. Mr. Shelton stated it is a transparent system. He believes both RCD’s work off of the counties’ procurement processes. The RCD’s use the same process and have a board. The Conservancy could do a contract with them and would be able to make final decisions. However, staff will bring this to the Board at a later time for discussion.

Mr. Frazier thanked Mr. Shelton for highlighting all the benefits of the RCD’s. After having met with the Mountain Conservancy, he stated that he always thought the JPA was a good idea. However, he does like this alternative with the RCD’s

Ms. Forhan asked if there were any other questions or comments from the Board, and with none, she opened it up for public comment.

There were no comments from the public regarding the aforementioned item, and Ms. Forhan proceeded for discussion of the next item.

**F-6 INFORMATION ITEM**: Presentation by Fresno Building Healthy Communities on Progress on the Western Reaches Access Activation Plan: Camp Pashayan to Milburn Overlook.

Mr. Shelton stated that the Conservancy staff has worked a lot with the team on this project, and it has generated a lot of community interest. The project was approved by the
Board for bond funds in March 2021. This project is to develop a specific plan for a recreational trail along the river, extending four miles from the Milburn Avenue and Milburn Overlook down to Camp Pashayan at the Highway 99. This includes the California Environmental Quality Act coverage. Stakeholder outreach is a huge part of this project. The main purpose is to get people from the various communities that are around our region to know that the river is there and is available for recreation. The grant was approved for $1.5 million. The main grantees are Fresno Building Healthy Community (FBHC), and they also have WRT and Urban Design Diversity as subcontractors.

Ms. Sandra Celedon, President and Chief Executive Officer for Fresno Building Healthy Communities (FBHC), expressed that she was really excited to provide this mid-point project status update. Although they are not at the finish line yet, she feels that this midpoint is a great time to come back to the Board and share progress. She is enthusiastic about the public engagement and tremendous support they have received. She stated that it has been exciting to be able to connect with people throughout the region. They have had several events to bring people out to the site to engage with each other and the space, itself. She introduced staff from FBHC, Urban Design Diversity, and WRT to detail their progress.

Mr. John Gibbs, Principal at WRT, shared that their conceptual design is done, and they are ready to move forward. He stated that this project has made significant progress, and they have an end of the year deadline. Provost and Pritchard, a local engineering firm, helped them with CEQA and some of the preliminary permitting. He felt it was significant to take the time to remind everyone what the project was about. From the 22 mile stretch of Conservancy River, they are focusing on four miles from the Highway 99 to the Milburn Overlook, which is inclusive of Camp Pashayan and the trail, as well. The San Joaquin River Parkway Master Plan was used as their guiding document, setting the tone for public access and recreation, but it was also for important ecological restoration goals. They are also building off of the Environmental Impact Report that was already done. There has been lots of progress made, but there is still a lot of important work to continue. Their overall mission is to create a river that is accessible for all to enjoy, and unfortunately, that has not happened in the past. They hope to bring the incredibly diverse community from both counties to this river.

Ms. Sheila Hakimipour, Urban Design Diversity, gave an overview of the community engagement and public outreach process. She stated that they had 20 stakeholder’s meetings, in which they engaged with officials, CEO’s, community advocacy groups that were involved with the river, those that represented the underserved communities, and several government officials. They had two community days, and over 280 people participated in those events. It was a fun event where they picnicked; but they also worked on maps, and the public gave their visions of what they would like to see incorporated into the project. They also had youth-only events, which were attended by young people throughout Fresno County, including Orosi and Reedley. Different high schools and middle schools came with buses and participated in cleanups, projects, river walks and swimming along the river. The staff kept getting asked when they would have the next event. In response, FBHC, Urban Diversity Design, and WRT continued to have these events. It was really rewarding for staff. They also conducted a survey, in which 1100 people
participated. They went out all around the city and worked with Fresno State students and youth ambassadors to ensure that they distributed the survey everywhere in the Fresno County area. They asked critical questions such as, “have you been to the river,” and “do you know where the San Joaquin River is?” Staff was not surprised that 57 percent of people indicated that they had never been to the river. Ms. Hakimipour shared that it really speaks to the urgency of this project. Public access needs to be provided. Many of those people were from underserved communities of the southeast and southwest Fresno. They also asked vision questions like “what do you want to see,” and “what do you want to do out on the river while you are there?” The overwhelming response they received was that they wanted to be out on the water, either swimming or canoeing/kayaking. She stated that they received a lot of good information, and from this, they were able to push the design forward and help the WRT teams understand what the design was and what the community vision was.

Mr. Gibbs gave details of the design of Camp Pashayan and the trail. He said WRT started this process by just understanding the land out there and its potential obstacles. They encountered challenges with limited access from key portals from Weber all the way to Riverside to Polk, so access was difficult. They also found that part of the reason that people were not out actively using this space was because there were some issues with safety and the perception of lack of safety. However, people are starting to get really excited to be out in that area, and a program of activation makes a very successful place. They found a lot of steep slopes. This leads them to take consideration as they are thinking about trails, trail widths, and understanding some of those cliffs and steep embankments that might need signs. This also speaks of the need to explore some river crossings, as well. This has the added opportunity to further connect both counties.

WRT has also done more detailed engineering. He showed the topography map done by Provost and Pritchard and said they really understood the technical issues, as they are moving into the technical phase of the project. There are lots of views that are out there; ecological, various habitats with both natural systems and naturalized (consisting of invasives along the shores and in the upland areas). This project will seek to develop a long-term strategy for removal of those invasives.

The conceptual plan that WRT laid out, balances habitat and public access. This is an important first step in establishing the network of trail connections and hierarchy, such as where it is appropriate for equestrian users, cyclists, and joggers to utilize space; but also looking at smaller-scaled pathways like footpaths and places to access the river and considering little spots along the river in this four-mile stretch. This project seeks to serve the great number of users and create a safe space for everyone, from the established trail corridor all the way to Camp Pashayan. The hope is there will be opportunities to extend further west in the future and under the Highway 99 bridge.

This project makes the connections past the Bluff Pointe Golf Course and Learning Center, Riverbottom, and all the way to the Milburn Overlook. They are also examining the Liddell property and how access goes through there. Mr. Gibbs mentioned there are narrow bluffs, so they are exploring alternatives for a footpath along one side of the river, a bridge, and more of a parkway trail on the other side of the river. WRT’s design process
explored different themes regarding the balance of habitat and recreation. They came up with several different schemes, actively considering not touching the site too much and letting the natural experiences show through. Ultimately, they have a conceptual plan that has been conceived and drawn to scale, with the points of arrival of parking areas. They also analyzed how they could use the area under the highspeed rail, which was recently graded. He stated there are some interesting areas for parking and for river access. In the conceptual plan, there is vehicular access with a good quantity of parking.

Mr. Gibbs noted that they want folks to come out and to be able to launch kayaks, but they also want the site to be for pedestrians and bike use. This area will also consist of parking areas, restrooms, picnic areas, open meadows (for possible future events). As it moves more towards the river, the design is more restorative, and the natural landscape remains. It is still accessible, and there are picnic tables, but they are more dispersed. Future flooding is anticipated, with water levels changing; so improvements in the northeast area would be minimal. The area furthest to the east, which is the lagoon, is being considered as the primary place for water access. It is a safe area to swim, as it is about five feet deep and the main flows of the river are not present. There can be kayak rentals and a kayak launch. There would also be a structure for concessions to occur. The next steps involve continuing over to the rest of this year with more engineering. The team will move forward with a 65 percent design. They will also be completing CEQA and tiering off the existing EIR. Mr. Gibbs mentioned they will be developing a permitting strategy, but they will not be completing the permitting because the drawings do not go far enough. Essentially, at the end of the year, the team is going to have a cost estimate and will have a set of plans that will be realistic, with a permitting strategy and CEQA done; so they will be ready for the final design and construction.

Ms. Forhan asked if there were any questions from Board members.

Mr. Karbassi shared that the community engagement for this project is very strong. He found that the team’s vision boards were particularly helpful. He stated FBHC did a great job at making this an inclusive process, and he is going to continue to support the project any way he can.

Mr. Frazier appreciated all the thought and consideration that went into the design, especially regarding the swimming area. The protective cove allows people to enjoy that without it being a potential hazard.

Mr. Garcia congratulated FBHC and the rest of the team on giving more opportunities for outdoor access to our communities. He believes Ms. Celedon has shown the worth and value of bringing her organization on to partner with the Conservancy. Hence, he fully supports the project.

Mr. Brandau commented that the project was very well done.

Ms. Forhan remarked this project was very impressive, and we are all very excited to see progress, especially in regard to the vision and implementation.
Mr. Gibson noted that if Camp Pashayan has any relation to the Pashayan family from Fresno, it would be good to reach out to them and interface the area in some way.

Ms. Forhan asked if there were any comments from the public, and with none, she moved to organizational reports.

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, Executive Director of the San Joaquin River Parkway and Conservation Trust, stated that the Parkway Trust recently updated their website, and she introduced the staff that was shown on the Parkway Trust’s contact page. This year, thanks to some increases in their program activities due to funding from school districts, they had 63 staff on board this summer. She shared that the Parkway Trust’s staff has a wide breadth and depth of experience levels and people with various types of education that have specialties in several different fields. Ms. Weaver also mentioned they recently obtained a ranch foreman, who helps manage Sumner Peck. The restoration technicians are staff that are out in the field working on daily restoration projects. The Parkway Trust also has a program team, which are the staff that work with kids on field trips. She mentioned that she knows they talk a lot about their education programs and river camp programs, but she wanted to give a brief overview on things they do that are often not mentioned. Everything they are doing is to plan and create a beautiful parkway for the next generation.

Ms. Weaver mentioned that she would like to give an update at a future meeting on the River Center improvements project. It was a Conservancy funded project, that was approved by this Board. This consisted of the construction of a picnic shelter, a new native plant garden at the River Center, and a solar powered system.

G-1b. River Tree Volunteers

Mr. Paul Duckworth mentioned that since some of the restrictions of COVID-19 have relaxed, they have been able to be more active with groups going out on the river, such as community groups, scouts, church groups, and other special organizations. He mentioned they are out on the river three to four times a month, providing access to the aforementioned groups. River Tree Volunteers have also enjoyed working with FBHC, Urban Diversity Design, and WRT in assisting with some of the manual work at Camp Pashayan. He is very impressed with the project, and he encouraged the Board to support them in any way they can. Also, there are a group of Scouts that are interested in adopting the Liddell area and wanting to open it up and work in that area. They have been down there.
planting trees and doing pollinator plantings, such as milk weed. River Tree Volunteers will be working with the Conservancy and the Scouts to see if they can assist with anything.

Mr. Gibson asked Mr. Duckworth to give an update on the displaced encampments on the river, as it was quite extensive the previous summer.

Mr. Duckworth said they continue to see a lot of encampments, particularly in certain areas. He believed the Joint Powers Authority would have been a great solution to be able to help remedy this situation. However, it is still a problem that needs to be addressed.

G-1c. San Joaquin River Access Corporation (SJRAC)
Ms. Christine Walters stated that she wanted to let everyone know that their organization is still engaged and still fully working in support to provide access to organizations, such as River Tree Volunteers and others, and law enforcement. They still have regular garbage pickup and are concerned with providing accessibility for maintenance down at the Yellow Gate Road. Along with that, they have been addressing vandalism and fire issues.

G-2 Deputy Attorney General Report
Ms. Jackie Vu stated that she has nothing new to report.

G-3 Executive Officer Report
Mr. Shelton stated that over the past few months, Conservancy staff has worked on several processes to operate and maintain our properties. This resulted in staff developing a priorities list. These consist of public safety, including fire protection, law enforcement/security services, and emergency vehicle access; litter prevention, removal, and cleanup; restroom/porta-potties; facilities maintenance; hazard reduction; and deferred maintenance. These priorities will assist in getting more of our properties officially formally opened.

In recent discussions regarding formally opening Conservancy properties, Chair Forhan, Vice-Chair Frazier, and Conservancy staff outlined a Public Access Classification plan that is categorized by a four-tier system. These tiers demonstrate accessibility and services needed for it to be formally opened. Tier 1 are the properties that are officially opened. This is approximately 950 acres, and includes Friant Cove, Jenco Farms, Jensen River Ranch, Wildwood Native Park, Van Buren, and Sycamore Island. Most of these properties have either on site or nearby parking and restrooms.

Tier 2 are properties that are informally open to the public, which consist of Ledger Island, Ball Ranch, and River West Fresno (Spano). There are approximately 955 acres. Similar to Tier 1, there is onsite or nearby parking and portable restrooms. However, not all the nearby parking is convenient or secure. Mr. Shelton gave the example of the parking at Ball Ranch’s gate off Friant Road. It is a good-sized parking area, but it is not very secure, as there have been several break ins. There may be some ways that we can work on getting them more secure.
Tier 3 are properties that are open to groups. Properties in this category are Circle V (Vinnard), Lanes Road (Gagnebin), and Camp Pashayan. Between all three properties, there are approximately 85 acres. There is onsite parking, and restrooms. For example, the US Green Building Council (USGBC) and Advocates for Indigenous California Language Survival (AICLS) teams meet with permission at the Conservancy’s Circle V property. Although we do have certain groups come out, such as River Tree Volunteer and Boy Scouts, the Conservancy typically sets up group access agreements with these organizations.

Tier 4 are Conservancy properties that need more work to open. The combined acreage for all these properties is approximately 620. These properties include Gibson, Cobb/Madera Co, Liddell, Schneider, and Slenders. There is no onsite or offsite parking or accessible restrooms. Eventually, it is our aim to get them opened; but either more work needs to be done to make them accessible, or staff is in the process of ascertaining what to do with them. An example of this is the Gibson property, which is underneath the Vulcan area. This is not opened because there is still heavy equipment in the area from the Vulcan gravel operations, which could be dangerous to groups and the public. There are also properties that are isolated, similar to how Camp Pashayan was, and staff is trying to figure out how to get them activated.

The other process that the Conservancy is currently working on is securing portable toilets for all the Tier 1, 2, and some of the Tier 3 properties that do not have restrooms. For example, Jenco Farms is contiguous with the Jensen River Ranch property, but a restroom will probably not be secured for that location because the nearby Jensen River Ranch restroom is now being operated and maintained by the City. It has been an issue in the past because of funding, and now because of the City’s Measure P funding, they have actually done some restoration work to the restroom to get it opened and operated. Mr. Shelton noted that there are other areas that are not likely to have their own restrooms for a while because they are next to a property that currently does have one.

Mr. Shelton mentioned that he also included in the report a budget and breakdown for spending the $15 million of operation and maintenance funding. In this breakdown, he included the funding for the RCD’s operations and maintenance work for the Conservancy. He stated there is enough work to be able to allocate $1.5 million, which would be $750,000 for each RCD, Sierra and Madera-Chowchilla. It is just an approximation, and it could cost more or less. In regard to public safety, staff has had those discussions. Madera County is close to giving us a proposal. He mentioned that on the breakdown, he gave a rough figure for the City of Fresno’s public safety expense. In past conversations with the City of Fresno, he believes that they might end up paying for their own law enforcement and extra police officers. It seems they are moving forward with that already, and they have not come back to the Conservancy for extra funding. Conservancy staff has also talked to Fresno County, but a proposal has not yet been received. Mr. Shelton stated that would be a good one to have in place, especially with Ball Ranch and a few of the other small properties the Conservancy has in the area.
Ms. Forhan requested to have this presentation forwarded to the Board to use as a guide moving forward. She inquired if there were any questions from the Board or public.

G-4  Board Members’ Reports and Comments
Mr. Karbassi commented that it seems like we are heading in the right direction, and he thanked Chair Forhan and Vice-Chair Frazier for everything they have been doing for the Board.

H.  NOTICE OF ADVISORY AND BOARD COMMITTEE MEETINGS, OTHER PUBLIC MEETINGS RELATED TO CONSERVANCY MATTERS
None.

I.  NEXT BOARD MEETING DATE
The next Board meeting is scheduled for 10:00 a.m. Wednesday, September 7, 2022, location to be determined.

J.  ADJOURN
Ms. Forhan adjourned the meeting at 11:42 a.m.

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.

Respectfully Submitted,

John M. Shelton  
Executive Officer- San Joaquin River Conservancy
September 7, 2022

TO: San Joaquin River Conservancy Governing Board

FROM: John M. Shelton, Executive Officer

SUBJECT: INFORMATION ITEM: Status and Progress Report on River West Fresno, Eaton Trail Extension Project

STAFF RECOMMENDATION:
This report is provided for informational purposes. No action of the Board is recommended.

SUMMARY:
In September 2021, the Conservancy Board authorized bond funds, not to exceed $3,104,831, to the City of Fresno to begin and complete final engineering designs and secure permits for the River West Fresno Eaton Trail Extension Project. The project will extend the existing Lewis S. Eaton Trail approximately 2.4 miles starting at the Perrin Avenue alignment near Highway 41 and ending at the City of Fresno’s Spano Park. The trail will be 22 feet wide, with a 12-foot-wide paved surface, a parallel eight-foot-wide hard natural surface for equestrian use, and a two-foot shoulder. In addition to the trail system, the project will include three access points with parking lots - Perrine Avenue, Riverview Drive, and North Palm Avenue.

On November 18, 2021, the Wildlife Conservation Board approved the project and a grant agreement with the City of Fresno. A notice to proceed for the grant agreement was issued on January 7, 2022.

On April 22, the City of Fresno released a Request for Qualifications for the River West Fresno, Eaton Trail Extension Project. The Statement of Qualifications were due on Friday, May 27 at 5:00 p.m. The City of Fresno received Statement of Qualifications from three engineering firms, that have been interviewed. As a result, the City staff has selected one of the local firms to complete the project. The engineering contract will be recommended to the City Council for approval on September 15. If the Council approves, the City will execute the contract and issue notice to proceed by September 20.

Rebecca Raus
Associate Governmental Program Analyst
TO: San Joaquin River Conservancy Governing Board

FROM: John M. Shelton, Executive Officer

SUBJECT: ACTION ITEM: Authorize the Executive Officer to Enter into a Contract with the San Joaquin River Parkway and Conservation Trust to Provide Portable Toilets and Handwashing Stations within the San Joaquin River Parkway.

STAFF RECOMMENDATION:
It is recommended the Board approve $128,542.77 in general funds and a contract with the San Joaquin River Parkway and Conservation Trust to provide portable toilets and handwashing stations within the San Joaquin River Parkway.

SUMMARY:
At the April 2022 workshop, staff discussed the $15 million allocated to the Conservancy as part of the 2021 fiscal year budget. Staff provided an overview of San Joaquin River Parkway properties, how the funds allocated for operations and maintenance along the Parkway could be spent and discussed the potential role of a Joint Powers Authority. The top items raised were to provide porta-potties, trash, and security services at Conservancy properties.

In May 2022, the Conservancy Board authorized staff to release an invitation for bid (IFB) for portable toilets and handwashing stations within the San Joaquin River Parkway. On July 1, 2022, the Conservancy released the IFB for portable toilets and handwashing stations. The IFB was posted on the California State Contract Register (CSCR). The CSCR is bid opportunities within the State of California. The IFB was also made available on the Conservancy website, www.sjrc.ca.gov. The Conservancy mailed the IFB to 13 portable toilet companies. Twelve business days were provided between the release of the IFB and the deadline, July 19, 2022, for submitting a bid package.

The Scope of Work, in the IFB, provided the following information to potential bidders:

Service locations are the following:
- Ball Ranch
- Jenco Farms
- River West Fresno
- Camp Pashayan
- River Vista (Optional)
  - For the optional service location, the Conservancy shall notify the Contractor on when services for this location will start.
Portable toilet rentals at each site will be:
- Single occupancy toilets for Americans with Disabilities Act (ADA) handicapped accessibility
- Regular single sized units

Handwashing station rentals at each site will be:
- A two-station portable sink that will be placed on dirt ground on the right side of the portable toilets

Services to be provided
- Provide cleaning services for all monthly rental units, two times per week (Monday and Friday), before and after weekend usage. Service shall include:
  - Pumping the toilets,
  - Cleaning and disinfecting the toilets,
  - Adding fresh chemicals
  - Chemicals shall comply with all State and local health laws and regulations
  - Replenishment of supplies including but not limited to:
    - Toilet tissue paper
    - Toilet seat covers
    - Replacing urinal blocks
    - Refilling the liquid hand soap and paper towels
    - Refilling the water at the portable sink

On July 19, the Conservancy received two bids. Below is summary chart of the two bids:

<table>
<thead>
<tr>
<th>IFB: Portable Toilets and Handwashing Stations</th>
<th>San Joaquin River Parkway and Conservation Trust</th>
<th>Bel Jan Logistics L.L.C</th>
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<tbody>
<tr>
<td>Ball Ranch</td>
<td>$21,219.26</td>
<td>$66,390</td>
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<tr>
<td>2- Regular Single Size Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2- Handicapped (ADA) Single Size Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2- two station portable sink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jenco Farm</td>
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<td>$33,195</td>
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<tr>
<td>1- Regular Single Size Unit</td>
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<td></td>
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<tr>
<td>1- Handicapped (ADA) Single Size Unit</td>
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<td></td>
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<tr>
<td>1- two station portable sink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>River West Fresno</td>
<td>$21,219.26</td>
<td>$66,390</td>
</tr>
<tr>
<td>2- Regular Single Size Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2- Handicapped (ADA) Single Size Unit</td>
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<td></td>
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<tr>
<td>2- two station portable sink</td>
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<td></td>
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<tr>
<td>Camp Pashayan</td>
<td>$10,609.63</td>
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<tr>
<td>1- Regular Single Size Unit</td>
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<td>1- Handicapped (ADA) Single Size Unit</td>
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<td></td>
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<td>1- two station portable sink</td>
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<tr>
<td>River Vista (As Needed)</td>
<td>$10,609.63</td>
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<td>1- Regular Single Size Unit</td>
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<tr>
<td>Single Size Unit</td>
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<tr>
<td>1- two station portable sink</td>
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<td><strong>Miscellaneous Charges</strong></td>
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<tr>
<td><strong>Grand Total</strong></td>
<td>$128,542.77</td>
<td>$242,280</td>
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</table>

Miscellaneous charges include replacement of damaged portable toilets and handwashing stations and unscheduled cleaning services. The detailed scope of work and the Parkway Trust’s budget can be reviewed in Attachment 1.

As the lowest responsible bidder, it is recommended that the Board approve $128,542.77 in general funds and a contract with the San Joaquin River Parkway and Conservation Trust to provide portable toilets and handwashing stations along the San Joaquin River Parkway.

Rebecca Raus
Associate Governmental Program Analyst
September 7, 2022

TO: San Joaquin River Conservancy
    Governing Board

FROM: John M. Shelton, Executive Officer

SUBJECT: ACTION ITEM: Authorize Contract and an Agreement with the 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 Four-Year Term beginning October 2022, as Selected through a Request for Proposals.

RECOMMENDATION:
It is recommended the Board approve $5,442,809.38 in general funds and a contract and a concession agreement with the San Joaquin River Parkway and Conservation Trust to provide public access and recreation services at Sycamore Island and the Van Buren Unit for a four-year term expiring December 2026.

SUMMARY:
On June 29, 2022, the Conservancy released a Request for Proposals (RFP) for Sycamore Island Recreation Operations, Programs, Retail, Rental, and Caretaking Services (Exhibit A). Notices were published on June 29 in both the Fresno Bee and Madera Tribune and were e-mailed to known possible candidates. The Conservancy received one written proposal on the deadline of August 2 from the San Joaquin River Parkway and Conservation Trust (Exhibit B).

The San Joaquin River Parkway and Conservation Trust (Parkway Trust) is requesting $1,073,081.38 to be used for operations and maintenance of Sycamore Island. This amount is the funding need to recover from monthly operating expenses that are not met by the user fees. The Parkway Trust is also requesting $4,369,728.00 to be use for deferred maintenance and improvements to existing facilities.

Services, Products, Merchandise, Programs and Events to be offered:
The Parkway Trust proposes to operate Sycamore Island, including the Van Buren Unit, for public daytime use, seven days per week from the second Friday of January through Veterans Day in November. Hours of operation will change seasonally depending on the length of daylight. Hours of operation would be as follows:

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

Operations will include on-site bait shop sales, boat/equipment rentals, and event space rentals. Boat/equipment rentals consisting of at least two-person canoes and one-person, sit-on-top kayaks being available during the hours of operations. Boat rentals will include all necessary paddles, life jackets, and delivery to and from the water. On-site staff will provide life jacket fittings and a brief instruction on boat use.

The Parkway Trust proposes an extensive lineup of educational and recreational programs for children and adults that 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.
- Youth summer day camp(s)
- 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.

The Parkway Trust has a long history of providing high quality customer service at Sycamore Island. During their previous operations of Sycamore Island, they hosted a wide array of public and private events. Below are examples of past events:

- Annual Fishing Derby in partnership with California Department 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
- California Department Fish and Wildlife 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 Fee:
The Parkway Trust intends to maintain the existing fee schedule of $9 per vehicle and $5 per trailer on Saturdays and Sundays when the park is expected to see the most visitors. 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. 12- month, annual passes to the park
would be available for $85, with a discounted $60 annual pass for disabled persons and veterans. Public access to the park on weekdays (Monday through Friday) will be provided free of charge.

Organizational Structure:
The Parkway Trust will hire 8 to 16 non-exempt employees to serve as park hosts, including one lead host, at Sycamore Island. The Parks Hosts will be responsible for providing daily operations such as collecting day use fees, selling concessions, equipment rentals, enforcing park rules, assisting with programs and events in addition to maintaining park equipment, facilities, and ground. Two fully trained park hosts will remain onsite at all times during operation. The lead park host will be red cross certified in basic first aid and cardiopulmonary resuscitation.

Deferred Maintenance and Improvement:
The table below shows a list of deferred maintenance task for the property and its facilities that have been identified by the Parkway Trust. The costs are shown as gross estimates based on experience with similar projects. For each approved maintenance item, the Parkway Trust will follow its internal procurement process to gather estimates and will then review bids with the Conservancy staff prior to contracting. Exhibit B, page 11 provides a detailed budget of the proposed deferred maintenance for Sycamore Island.

<table>
<thead>
<tr>
<th>Property Maintenance</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of a written property management plan</td>
<td>2,500</td>
</tr>
<tr>
<td>Re-grade existing roads at Sycamore Island where public vehicle traffic will be permitted</td>
<td>245,000</td>
</tr>
<tr>
<td>Apply a stabilizing additive to any re-graded road surfaces for long-term protection</td>
<td>3,729,528</td>
</tr>
<tr>
<td>Vegetation management for ladder fuel reduction at Sycamore Island</td>
<td>300,000</td>
</tr>
<tr>
<td>Replace/repair electrical switch gear at power connection</td>
<td>10,000</td>
</tr>
<tr>
<td>New and/or replacement interpretive signage</td>
<td>20,000</td>
</tr>
<tr>
<td>Freshwater sportfish stocking</td>
<td>20,000</td>
</tr>
<tr>
<td>Environmental permitting fees</td>
<td>9,000</td>
</tr>
<tr>
<td>Sub-total</td>
<td>4,336,028</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facility Maintenance</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace both bait shop doors and the side entrance to the storage building with steel doors</td>
<td>3,000</td>
</tr>
<tr>
<td>Replace wooden bait shop shutters with steel shutters for added security</td>
<td>5,700</td>
</tr>
<tr>
<td>Replace or repair in operational bait shop HVAC system</td>
<td>10,000</td>
</tr>
<tr>
<td>Replace or repair deteriorating bait shop ceiling and/or roof</td>
<td>15,000</td>
</tr>
<tr>
<td>Sub-total</td>
<td>33,700</td>
</tr>
</tbody>
</table>

Deferred Maintenance Grand Total: $4,369,728

Evaluation of the Proposals:
On August 26, 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 Cheryl Moxley, Fish and Wildlife Interpreter II, from the Department of Fish and Wildlife. The interview panel arrived at a strong consensus in
recommending the Board approve $5,442,809.38 in general funds and a contract and a concession agreement (Exhibit C) with the San Joaquin River Parkway and Conservation Trust to provide public access and recreation services at Sycamore Island and the Van Buren Unit. The Conservancy is grateful for the assistance and support of Ms. Moxley.

Attachments:
Exhibit A, Request for Proposals
Exhibit B, San Joaquin River Parkway and Conservation Trust Proposal
Exhibit C, Draft Agreement
SAN JOAQUIN RIVER CONSERVANCY
REQUEST FOR PROPOSALS

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

SYCAMORE ISLAND
SAN JOAQUIN RIVER PARKWAY

Summer 2022
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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), entitled RFP C21100009 provides the detailed specifications, forms, formats, and instructions for preparing and submitting a proposal.

1.1 Important Proposal Dates

- Release of the RFP: June 29, 2022
- Published Notices: June 29
- Secure copy of RFP and register for site visit by: July 14, 5:00 p.m.
- Mandatory Pre-Proposal Site Visit by: July 18
- Written Questions Due: July 19, 5:00 p.m.
- Responses to Questions Distributed: July 20, 5:00 p.m.
- Proposals Due: August 2, 5:00 p.m.
- Interviews and Evaluations Concluded by: August 11
- Contract Approval/Award: September 2022
- First Day of Seasonal Operation, targeted for not later than October 1, 2022
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. August 2, 2022, 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 approximately four years. Prospective proposers can secure a copy of the RFP from the Conservancy at the above address, or via email at Rebecca.Raus@sjrc.ca.gov or John.Shelton@sjrc.ca.gov.

Published: Fresno Bee and Madera Tribune, June 29, 2022.

1.3 RFP Distribution and Mandatory Pre-Proposal Site Visit

Proposers must contact the Conservancy at Rebecca.Raus@sjrc.ca.gov or John.Shelton@sjrc.ca.gov by 5:00 p.m. on July 14, 2022, 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 Monday, July 18, 2022, 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.” The proposal
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 2026.

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 through 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 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 is 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 four 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 ten months of operation (March through December), open to the public seven days a week, including state 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 partnering with 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).
- Deferred maintenance and improvements to existing facilities services (optional, section 2.45).

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 ten months of each year, seven days a week, including State holidays. 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 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 was also open on Mondays. 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.

(c) Provide 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.

(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 the Van Buren Unit 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 and Van Buren Unit 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 seven days a week, including State holidays. 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 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) 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.

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

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.

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.
2.45 Deferred Maintenance and Improvements to Existing Facilities Services

The operator may request funding from the Conservancy to provide deferred maintenance and improvements to existing facilities. These services could include the following.

- Improvements to the scale house
- Regrading the entrance and service roads
- Repairs to the automated gate
- Updating signage
- Hazardous tree removal and vegetation management
- Improvement to the existing well to provide safe drinking water

Any proposed Deferred Maintenance and Improvement request will be subject to approval from the Conservancy before work can proceed. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

2.451 Environmental Compliance and Required Permits

- CEQA Compliance
  a) Planning and design projects are usually exempt from CEQA (CEQA Guidelines §15262); therefore, the Contractor shall provide a draft NOE to be approved by the Conservancy.
  b) For projects other than exempt planning, feasibility, and design projects, the Contractor shall complete the necessary CEQA documentations prior to completing to the improvement.

- Required Permits
  Identify expected required permits and approvals, and describe the process through which the permits will be obtained

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 approximately for four years expiring December 31, 2026.

Invoices

Invoices shall be submitted not more frequently than monthly in arrears to: San Joaquin River Conservancy, 5469 E. Olive Avenue, Fresno, CA 93727. Invoices shall include the RPF/Contract Number and chargeable service detail in accordance with the approved budget.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

Approved Fees
The contractor shall not charge day use fees greater than those set forth in 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, hold harmless, and defend 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 with 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 July 19, 2022, 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.

A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State’s waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.

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. The agency is not required to award an agreement.

- 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 on 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 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 budget; 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 Financial Status and Credit Worthiness: Pass/Disqualified

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 Budget and Pricing—30 points possible

Proposals shall be evaluated on both the proposed budget 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.
Proposals shall also be evaluated on the inclusion of in-kind services, opportunities for volunteer services and projects, including the methodologies for securing and support of volunteers and volunteer groups for activities related to Sycamore Island and the Van Buren properties.

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.

The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

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, budget, 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 Proposed Budget

Forms are provided in Section 5.5 to present the proposed budget 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 Manager:

   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. PROPOSED BUDGET

A. BASELINE OPERATIONS AND MANAGEMENT SERVICES

Enter funding requests below:

The operator may request funding from the Conservancy to operate and maintain the site. Such as recovery of operating expenses that are not met on a monthly calculation.

*The proposed estimated funding request for operations and maintenance is $______________*

The operator may request funding from the Conservancy to provide deferred maintenance and improvements to existing facilities. (See Section 2.45)

*The proposed estimated funding request for deferred maintenance and improvements to existing facilities $______________*

Please provide a detailed budget for the requested operations and maintenance and deferred maintenance funds.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

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 budget.

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.

<table>
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<th>SIGNATURE</th>
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<th>DATE</th>
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<td>ADDRESS</td>
<td>CITY/STATE/ZIP CODE</td>
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</table>
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

- Visitors
- Vehicles
- Boats

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<th>Month</th>
<th>Visitors</th>
<th>Vehicles</th>
<th>Boats</th>
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<td>Feb</td>
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<td>847</td>
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<tr>
<td>Aug</td>
<td>1063</td>
<td>617</td>
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### 6.2 Exhibit: 2013-2019 Annual Revenues

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<th>Boats</th>
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<td>5,277</td>
<td>2,814</td>
<td>24,505.00</td>
<td>184</td>
<td>896.00</td>
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<td>2014</td>
<td>7,658</td>
<td>4,150</td>
<td>33,789.00</td>
<td>243</td>
<td>1,185.00</td>
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<tr>
<td>2015</td>
<td>9,441</td>
<td>5,455</td>
<td>39,045.00</td>
<td>202</td>
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<td>2016</td>
<td>9,039</td>
<td>5,864</td>
<td>47,100.00</td>
<td>194</td>
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<td>2017</td>
<td>10,181</td>
<td>6,501</td>
<td>46,989.00</td>
<td>266</td>
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<td>2018</td>
<td>11,606</td>
<td>7,080</td>
<td>52,765.00</td>
<td>190</td>
<td>970.00</td>
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<td>2019</td>
<td>8,271</td>
<td>5,763</td>
<td>47,638.00</td>
<td>236</td>
<td>1,180.00</td>
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<tr>
<td>Total</td>
<td>61,473</td>
<td>37,627</td>
<td>$291,831.00</td>
<td>1,515</td>
<td>$7,537.00</td>
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</table>

**Annual Average:** $55,488.00

Not: 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.
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 December 1, 2021, 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 August 2, 2022, in response to the RFP, providing the basis for the services and fees contractually agreed to hereunder; and

WHEREAS, on September XX, 2022, 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, 2026.

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. **INVOICE:**

Invoices shall be submitted not more frequently than monthly in arrears to: San Joaquin River Conservancy, 5469 E. Olive Avenue, Fresno, CA 93727. Invoices shall include the RPF/Contract Number and chargeable service detail in accordance with the approved budget in Exhibit B.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

6. **CONSERVANCY IMPROVEMENTS AND SERVICES:** 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 August 2, 2022, 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, seven days a week including 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. 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.

(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. 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 seven days a week including 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.

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.

(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 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 $7,000 (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:

   Jackie Vu, Deputy Attorney General
   Land Use & Conservation Section, Public Rights Division California Department of Justice
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.

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 or any part thereof unless such assignment is first consented to in writing by Conservancy.

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.

 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 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

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 Name
Contractor Title

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: ______________
Jackie Vu
Deputy Attorney General
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, Fresno, CA 93730

Phone Number: 559-248-8480 (105)

Fax: NA

Email Address: sweaver@riverparkway.org

Project Manager: Sharon Weaver, Executive Director

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, Project Manager

Address: 11605 Old Friant Road, Fresno, CA 93730

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

X Nonprofit Organization (NPO), X 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 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: **San Joaquin River Parkway & Conservation Trust, Inc.**
As of (date): **July 26, 2022**

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Cash on hand in bank</td>
<td>$199,296.79</td>
</tr>
<tr>
<td>Accounts Receivable:</td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td>$248,545.46 Total</td>
</tr>
<tr>
<td>Over 30 days</td>
<td></td>
</tr>
<tr>
<td>Over 60 days</td>
<td></td>
</tr>
<tr>
<td>Notes Receivable due w/in 1 year</td>
<td>None</td>
</tr>
<tr>
<td>Merchandise inventory: cost/market</td>
<td>$6423.08</td>
</tr>
<tr>
<td>Other current assets:</td>
<td></td>
</tr>
<tr>
<td>RCB Investments</td>
<td>$2,373,042.36</td>
</tr>
<tr>
<td>RBC Cash Account</td>
<td>$242,430.90</td>
</tr>
<tr>
<td>RBC O&amp;M Endowment</td>
<td>$600,509.23</td>
</tr>
<tr>
<td>RBC Owl Hollow Stewardship</td>
<td>$493,378.54</td>
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<tr>
<td>Ameriprise Investment Acct</td>
<td>$141,711.40</td>
</tr>
<tr>
<td><strong>Sub Total Current Assets</strong></td>
<td><strong>$4,305,337.76</strong></td>
</tr>
<tr>
<td><strong>Long Term Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Notes Receivable due after 1 year</td>
<td>None</td>
</tr>
<tr>
<td>Land and Buildings (at cost)</td>
<td>$10,773,279.08</td>
</tr>
<tr>
<td>&lt;Less&gt;Reserve for Depreciation</td>
<td>(-$2,026,750.68)</td>
</tr>
<tr>
<td>Fixtures and Equipment (at cost)</td>
<td>$469,999.13</td>
</tr>
<tr>
<td>&lt;Less&gt;Reserve for Depreciation</td>
<td>(Included in depreciation value above)</td>
</tr>
</tbody>
</table>
Prepaid Expenses/Deferred Changes $8,706.36

Other long term assets:

Sub Total Long Term Assets $9,225,233.89

TOTAL ASSETS $13,530,571.65
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: Jim Yovino, Fresno County Superintendent of Schools
Business Name: Scout Island Outdoor Education Center
Address: 7695 N. Van Ness Ave., Fresno, CA 93711
Phone Number: (559) 265-4060
Type of Business Relationship: Education and Conservation Partner
Length of Association: 10+ years

(2) 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: 10+ years

(3) Letter of Support/Reference
Contact Name: Dr. Joaquin Arambula, Assemblymember, 31st District
Business Name: California Legislature
Address: State Capitol P.O. Box 942849, Sacramento, CA 94249
Phone Number: (916) 319-2131
Type of Business Relationship: State Legislator that has advocated for the San Joaquin River Parkway
Length of Association: 5 years

The San Joaquin River Conservancy may contact references listed here.
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.

[Signature]
Proponent Signature

8/2/22
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 the credit report for the San Joaquin River Parkway and Conservation Trust, Inc. included at the end of this proposal.

III. SERVICE PROPOSAL

Please see the attached narrative covering the following items.

A. Executive Summary
   Page 16.
B. Vision/Mission Statement
   Page 16.
C. Services, Products, Merchandise, Programs, and/or Events to be Offered
   Page 16.
D. Proposed Day Use Fees
   Page 17.
E. Organizational Structure
   Page 18.
F. Employee Supervision and Training
   Page 19.
G. Customer/Public Service
   Page 19.
H. Facility and Equipment Maintenance
   Page 20.
I. Marketing and Advertising
   Page 20.
J. Environmental Awareness, Conservation, and Recycling
   Page 20.
K. Security and Public Safety
   General Security
   Page 20.
   On-Site Residential Caretaker
   Page 20.
IV. PROPOSED BUDGET

A. BASELINE OPERATIONS AND MANAGEMENT SERVICES

Enter funding requests below:

The operator may request funding from the Conservancy to operate and maintain the site. Such as recovery of operating expenses that are not met on a monthly calculation.

The proposed Estimated funding request for operations and maintenance is **$1,073,081.38 over the length of the agreement (4 years)**. Which breaks down to $268,270.35 annually or $22,355.86 monthly.

The operator may request funding from the Conservancy to provide deferred maintenance and improvements to existing facilities.

The proposed estimated funding request for deferred maintenance and improvements to existing facilities is **$4,369,728.00**. Please see the detailed description on pages 10 and 11.

**DETAILED BUDGET FOR OPERATIONS AND MAINTENANCE**

The following budget table details the San Joaquin River Parkway and Conservation Trust’s request for supplemental funding to recover monthly operating expenses that are not met by user fees. The budget has been produced based on actual data from the Trust’s experience as the current public access operator at Sycamore Island. The budget balances revenue sources such as the expected gate fees on weekends, bait shop sales, and equipment rentals with expenses related to staff salaries, utilities, and supplies.

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Annual Estimate</th>
<th>Monthly Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gate Fees</td>
<td>$64,700.00</td>
<td>$5,391.67</td>
</tr>
<tr>
<td>Annual Pass Sales</td>
<td>$29,000.00</td>
<td>$2,416.67</td>
</tr>
<tr>
<td>Bait Sales</td>
<td>$11,700.00</td>
<td>$975.00</td>
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<tr>
<td>Snack Sales</td>
<td>$6,750.00</td>
<td>$562.50</td>
</tr>
<tr>
<td>Equipment Rentals</td>
<td>$6,400.00</td>
<td>$533.33</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$118,550.00</td>
<td>$9,879.17</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Expense</th>
<th>Annual Estimate</th>
<th>Monthly Estimate</th>
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</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$(295,000.00)</td>
<td>$(24,583.33)</td>
</tr>
<tr>
<td>Utilities</td>
<td>$(6,610.00)</td>
<td>$(550.83)</td>
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<tr>
<td>Restrooms</td>
<td>$(13,200.00)</td>
<td>$(1,100.00)</td>
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<tr>
<td>Supplies</td>
<td>$(2,100.00)</td>
<td>$(175.00)</td>
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<tr>
<td>Indirect Cost Recovery @ 22.06%</td>
<td>$(69,910.35)</td>
<td>$(5,825.86)</td>
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<tr>
<td>Total Expense</td>
<td>$(386,820.35)</td>
<td>$(32,235.03)</td>
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<tr>
<td>Net Operating Expense</td>
<td>$(268,270.35)</td>
<td>$(22,355.86)</td>
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<tr>
<td>Total over the length of agreement (4 years)</td>
<td>$1,073,081.38</td>
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The following table shows a list of deferred maintenance tasks for the property and its facilities that have been identified as current needs by the Trust. The maintenance recommendations are listed as add alternates for consideration and approval by the San Joaquin River Conservancy. Due to the imprecise timing of the contracting process, it was not possible to gather actual bids for each item, so the costs shown represent gross estimates based on experience with similar projects. For each approved maintenance item the Trust will follow its internal procurement process to gather estimates, and will then review bids with Conservancy staff prior to contracting, if desired.

The San Joaquin River Parkway and Conservation Trust is uniquely qualified to oversee projects such as those listed below. Within the past few years, the Trust has completed several construction projects including the picnic shelter and barn at the Coke Hallowell Center for River Studies, re-roofing the historic ranch house, renovation of buildings at Sumner Peck Ranch, and construction of the Owl Hollow Improvements on the San Joaquin River. Past projects include the Jensen River Ranch Habitat and Public Access Project Phases 1-2, Jenco Farms Habitat Enhancement, restoration of Riverview Ranch House, construction of a picnic shelter at Camp Pashayan, and construction of the first few miles of the Lewis S. Eaton Trail. The Trust also has extensive experience performing land management and habitat enhancement projects throughout the San Joaquin River Parkway. These include multiple phases of invasive weed management under the San Joaquin River Restoration Program, the Spano Habitat Enhancement Project, revegetation of the floodplains constructed as part of the Pit 46E berm improvement project, and mitigation plantings for the recent Trout Pond Improvement Project.
Defend development of a written property management plan. The land management plan will describe current conditions on the property and any goals to preserve and/or improve the conservation and recreational values within the framework of the larger San Joaquin River Parkway Master Plan. The management plan will help guide future maintenance and improvements in a way that can be clearly communicated to all invested parties and is preserved in the event of staff and organizational changes.

Re-Grade existing roads at Sycamore Island where public vehicle traffic will be permitted. The existing dirt roadways at Sycamore Island have deteriorated from years of use without maintenance which has limited the ability of those not in high ground clearance vehicles to move around the property. This has caused visitors to drive around problem areas; widening the road surface and creating unauthorized roads. The Trust is proposing to regrade desired roadways to remove potholes, wheel ruts, washingroad, and improve drainage. This item does not include the Van Buren Unit where roads and trails are limited to pedestrian access only. If undertaken, the Trust will provide a map of roadways to be regraded for approval by the Conservancy. The Trust has identified 7 miles of roadway that we believe are desirable for regrading. Re-Grading existing roads will be accomplished using dirt glue industrial polymer.

Apply a stabilizing additive to any re-graded road surfaces for long-term protection. Applying a stabilizing additive to the dirt roadways at Sycamore Island will slow down deterioration of road surface over time and help prevent them from becoming a source of particulate pollution to our air and nearby bodies of water. Stabilization will be accomplished using dirt glue industrial polymer.

Vegetation management for ladder fuel reduction at Sycamore Island. Sycamore Island has large quantities of eucalyptus trees within it boundaries. Eucalyptus trees in our region are susceptible to frequent limb loss and falling over. Without maintenance, the limb loss and fallen trees have limited public access by blocking roads and trails, created a safety hazard including numerous widomakers within their dense stands, and have created an overload of fuel in the event a fire occurs. This item does not include the Van Buren Unit. Big Sandy Rancheria has been contacted to potentially complete this work. A sample agreement showing current rates for their crews has been included as an attachment to this proposal.

Replace/Repair electrical switch gear at power connection. The electrical connection at Sycamore Island is remnant from the property's past mining operations. While working on their equipment onsite in early 2022, PG&E recommended that the electrical switch gear at the main power connection (hence in structure between the bait shop and irrigation well) be replaced soon due to its age and the severity of corrosion on the equipment.

New and/or replacement interpretive signage. Current instructional signage in the park is limited and severely aged. The park is currently devoid of interpretive signage. The cost estimate includes design, production and installation. Signs will be designed and produced according to the Parkway Master Plan, and drafts will be provided to the Conservancy for approval prior to production.

Freshwater sportfish stocking to replenish exhausted fish populations in anticipation of increased fishing pressure with 7-day-a-week operations. Fishing represents the main draw for visitors to Sycamore Island, with many anglers having fished the property for decades and over multiple generations. With the drastically increased visitation seen over the past two years, the ponds have faced increased fishing pressure and the populations have dwindled. Largemouth bass, bluegill, redbear sunfish, and catfish will be sought. These species do not require a private stocking permit in Madera County west of the National Park and National Forest Boundaries. At least fingerling size fish will be planted. The quantity and ratio of species planted will be appropriate for pond conditions. Only fully enclosed ponds that do not go dry seasonally and where there is no fish passage to/from the San Joaquin River at any point will be stocked.

Environmental permitting fees for property maintenance (CDFW LSAA, County grading permit) and Trust staff time to prepare permit documents. Many of the proposed deferred maintenance items will require a permit(s). The cost estimate includes design, production and installation. Signs will be designed and produced according to the Parkway Master Plan, and drafts will be provided to the Conservancy for approval prior to production.

Facility Maintenance

Replace both bait shop doors and the side entrance to the storage building with steel doors. This will replace the deteriorated and damaged doors, and provide additional security against theft and pests.

Replace wooden bait shop shutters with steel shutters for added security. This will replace the deteriorated and damaged shutters, and provide additional security against theft.

Replace or repair inoperational bait shop HVAC system. The existing heater core located on the roof of the bait shop stopped working.

Replace or repair deteriorating bait shop ceiling and/or roof. The ceiling and roof of the bait shop, the remnant scale house from the property's past mining operations have aged and are deteriorating.
V. ADDITIONAL INFORMATION

The Trust has operated lands for public use for almost three decades. In 1996 the Trust opened Camp Pashayan for weekend river access and weekday school field trips and continued operating it under agreement to the Conservancy (after sale) from 2013-2017. In 2002 the Trust opened the Coke Hallowell Center for River Studies, an interpretive center and public event space focused on the natural and cultural history of the San Joaquin. The grounds of the River Center have been open daily for 20 years. In 2020 the Trust purchased Sumner Peck Ranch and opened its grounds for public access. Visitors at this working ranch can tour the vineyard, go wine tasting at Solitary Cellars’ tasting room, access the river, and pick citrus and berries when in season. Additionally, the Trust operated Sycamore Island for public access and recreation between 2006-2007 and then 2012-2022. The Trust also operated Bal! Ranch under a pilot program for weekend fishing access from 2013-2014. Below are some photos from the Trust’s time operating Sycamore Island that provide a glimpse into the recreation opportunities offered.

*Great fishing for all skill levels. From local tourney champ Damian (bottom) to first timers like Jack (top right) ...*
The annual fishing derby in partnership with the Department of Fish and Wildlife and Trout Unlimited celebrating the San Joaquin River Restoration Program has been a highlight for visitors throughout the valley.

The annual Sycamore Island 5k/10k run/walk in partnership with Sierra Running always has a great turnout.
Over the years, the Trust has made valuable partnerships and received sponsorships from organizations such as Valley Children’s and REI that have helped support our park operations.

Madera Unified School District 6th graders learn to canoe with legendary whitewater paddler Paul Martzen.
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 budget.

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) the Corporation Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer.

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<td></td>
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<tr>
<td>Sharon J. Weaver</td>
<td></td>
<td>8/2/22</td>
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<tr>
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</tr>
<tr>
<td>11605 Old Friant Road</td>
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<tr>
<td>PHONE NUMBER</td>
<td>(559) 248-840 ext. 105</td>
<td></td>
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<tr>
<td>Jacob H. Salimbene</td>
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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, seven days per week from the second Friday in January 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 seven days per week between the second Friday in January 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:

- January, 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.
- Youth summer day camp(s)
- 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 on Saturdays and Sundays when the park is expected to see the most visitors. 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. 12-month, annual passes to the park would be available for $85, with a discounted $60 annual pass for disabled persons and veterans. Public access to the park on weekdays (Monday through Friday) will be provided free of charge.
Organizational Structure

The Trust is a 501(c)3 nonprofit governed by a 23-member board of Directors. The Trust currently has 15 regular full-time employees, 12 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 Senior 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:

- Assistant Director, Sarah Parkes
- Development Associate, Bryna De Fede
- Community Programs Director, Molly Schnur-Salimbene
- Community Programs Associates, Katie Kincaid and Lauren Black

Jake Salimbene will be responsible for hiring 8-16 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 in addition to maintaining park equipment, facilities, and grounds. Park hosts, including the lead host, will work 1 of 2 5½- 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. Hosts will use two-way radios to communicate while one is roving around the property.

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 is 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. An electric golf cart will be provided by the Trust for the Park Hosts to accomplish this. 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 the 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.

The Lead Park host will receive Red Cross certification in basic first aid and cardiopulmonary resuscitation. A first aid kit and fire extinguisher will be maintained according to state guidelines and located in the bait shop.

On-site Residential Caretaker

The Trust does not have any immediate plans to incorporate an on-site residential caretaker at the property.
July 25, 2022

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
August 2, 2022

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

Fresno EOC and its Local Conservation Corps (LCC) 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.

The LCC has partnered with the Trust for several years on habitat enhancement projects such as the Invasive Weed Management and Job Creation Program, where project activities have helped improve habitat at Sycamore Island and the Van Buren Unit, and through our recycling program that has served Sycamore Island, Camp Pashayan, and Ball Ranch while those properties were under the Trust’s operation.

We are encouraged by the Trust’s application for this role. Their professional expertise, communication and management skills, and commitment to our community will continue to serve the park operations at Sycamore Island well.

Sincerely,

Shawn Riggins
LCC Director
Aug 1st, 2022

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 San Joaquin River Parkway and Conservation Trust

I am writing to express support for the San Joaquin River Parkway and Conservation Trust’s proposal to expand operation of Sycamore Island to seven days per week.

The San Joaquin River is the jewel of the Central Valley, and we all deserve the opportunity to enjoy this wonderful amenity. The Trust has made it their mission to improve access to the river while conserving its natural beauty. Since 2012, the Trust has operated Sycamore Island under a concessionaire agreement. As operators of the site, the Trust have been exemplary caretakers and have expanded river visits through programs such as school field trips, summer river camps, partnerships with other nonprofits include Valley Children’s Hospital, and media outreach about the site. Bringing the Central Valley’s youth to the banks of the San Joaquin not only connects those who may not have outdoor access otherwise, but also instills a sense of shared responsibility for its preservation.

With additional funds, the Trust will be able to expand Sycamore Island to be open the full week, offering entrance during the week free of charge, increasing access to the site for low-income residents. I fully support the Trust’s application for this role. Their commitment to the creation of the San Joaquin River Parkway, expertise gained through operation of other public sites such as the River Center and Sumner Peck Ranch, and dedication to the promotion of the River make them an ideal candidate for the continued operation of Sycamore Island.

Sincerely,

Dr. Joaquin Arambula
Assemblymember, 31st District
August 3, 2022

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

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

To Whom It May Concern,

Madera Unified School District 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. Madera Unified School District has partnered with the Trust for many years to provide San Joaquin River field trips for all sixth-grade students. The students have an opportunity to visit the River Center on Old Friant Road in the fall, and Sycamore Island in Madera County in the spring. Field trip activities are engaging and provide hands-on experiences designed to meet state education standards. The opportunity to visit the river provides impactful learning experiences that the students take back and share with their families.

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 continued operation of Sycamore Island.

Sincerely,

Todd Lile
Superintendent
Office of Small Business & DVBE Services

Certification ID: 1050483
Legal Business Name:
SAN JOAQUIN RIVER PARKWAY AND CONSERVATION TRUST, INC.
Doing Business As (DBA) Name 1:
SAN JOAQUIN RIVER PARKWAY INC.
Doing Business As (DBA) Name 2:

Address:
11605 OLD FRIANT ROAD
FRESNO
CA 93730

Email Address:
sweaver@riverparkway.org

Business Phone Number:
559/248-8480

Business Fax Number:

Business Types:

Certification Type | Status | From | To |
---|---|---|---|
NP | Approved | 08/14/2020 | 08/31/2022 |

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: O OSDSHEL P@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605
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 supplemenal recreation-related services at Sycamore Island and the Van Buren Unit of the San Joaquin River Parkway;

WHEREAS, the Contractor submitted a proposal dated August 2, 2022, in response to the RFP, providing the basis for the services and fees contractually agreed to hereunder; and

WHEREAS, on September 7, 2022, 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, 2026.

   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. **INVOICE:** Invoices shall be submitted not more frequently than monthly in arrears to: San Joaquin River Conservancy, 5469 E. Olive Avenue, Fresno, CA 93727. Invoices shall include the RPF/Contract Number and chargeable service detail in accordance with the approved budget in Exhibit B.

   If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

6. **CONSERVANCY IMPROVEMENTS AND SERVICES:** 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 August 2, 2022, 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, seven days a week including 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. 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.

(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. 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 dispersed 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 seven days a week including 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.

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.

(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 ROUTINE 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 $5,000.00 per month. Conservancy shall be responsible for any such repair over $5,000.00 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 $5,000.00 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 and shall be approved by the Conservancy. 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 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 Contractor shall work with the Conservancy on an acceptable format for the yearly report. 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: 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
27. **NO RECORDEATION, 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 or 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 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. **PARAGRAPHS 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

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 Name
Contractor Title

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: ___________________
Jackie Vu
Deputy Attorney General
September 7, 2022

TO: San Joaquin River Conservancy Governing Board

FROM: John M. Shelton, Executive Officer


STAFF RECOMMENDATION:
This report is provided for informational and discussion purposes. No action of the Board is recommended.

SUMMARY:
For the last few years, the Board has been discussing the potential avenues to conduct San Joaquin River Parkway Operations and Maintenance (O&M) activities. The San Joaquin River Conservancy is a small organization with only three staff, none of which have a significant responsibility for conducting field operations or maintenance activities. This fiscal year, as part of the Governor's May revision, three additional positions were included in the proposed State Budget. The new positions will be field-based and charged with operational work, purchasing, overseeing service agreements, concession agreements, and determining property needs. The approval process leaned heavily on $15,000,000 funding that was made available as part of the State Budget for last fiscal year and made available to encumber through fiscal year 2023-24 (FY 23-24) and expend through FY 25-26.

In researching options for O&M activities, Conservancy Staff has been researching how other State Conservancies handle their responsibilities. Many of the smaller to mid-sized Conservancies join with local agencies to form Joint Power Authorities so that they have the flexibility to combine state and local funding into a public agency that can efficiently address needs and responsibilities as they arise. In March 2021, the Board followed staff’s recommendation to form an Ad Hoc Committee to explore this option. However, at the August 2022 Board meeting, after hearing of some hesitancy of our potential local government partners, we notified the Board that the Ad Hoc Committee would pause its efforts while exploring other avenues to conduct O&M.

With staff's continuing research, we contacted the Tahoe Conservancy to understand their governance strategy. The Tahoe Conservancy and Tahoe Resource Conservation District (RCD) entered into a Joint Powers Agreement (JPA) in September 2010. That JPA helps the Tahoe Conservancy and Tahoe RCD coordinate the work of Tahoe RCD field crews and staff to more efficiently manage Conservancy land and implement projects. Resource Conservation Districts are considered by statute as “agencies of the state”:

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Public Resources Code - PRC § 9003: The Legislature hereby finds and declares that resource conservation districts are legal subdivisions of the state and, as such, are not-for-profit entities. For the purpose of contracting with state agencies only, resource conservation districts shall be considered agencies of the state.

With this designation, the Conservancy can directly contract with RCDs. At the August 2022 Board meeting, staff informed the Board that we would contact our two local RCDs, Sierra RCD and the Madera-Chowchilla RCD, to discuss a potential agreement for O&M, and then return to the Board to report on their willingness.

On August 16, Staff meet with the District Managers and discussed the draft objectives (see Table F-3.1) and potential tasks (see Table F-3.2) that could be included in an agreement. In general, the District Managers were receptive to coming to agreement with the Conservancy.

At this point, staff is looking for input for the Board and public on our discussions to assist us in coming up with a proposal(s). After today’s meeting, staff will continue to work with the RCDs to come to an agreed proposal that fits all our needs. We will bring the proposals back to the Board as soon as provisional agreements are reached.
### Table F-3.1: Operations and Maintenance Draft Goals and Objectives

<table>
<thead>
<tr>
<th>#</th>
<th>Goal</th>
<th>Objective</th>
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<tbody>
<tr>
<td>1.0</td>
<td><strong>Maintain Properties and Facilities in efficient manner.</strong></td>
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<td>1.1</td>
<td></td>
<td>Reduce Fire Hazards to Public</td>
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<td>1.2</td>
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<td>Reduce Fire Hazards to Ecological Communities</td>
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<td>1.3</td>
<td></td>
<td>Reduce Fire Hazards to Parkway Facilities</td>
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<td>1.4</td>
<td></td>
<td>Reduce public exposure to hazardous situations</td>
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<td>1.5</td>
<td></td>
<td>Secure and maintain emergency access to Parkway properties</td>
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<td>1.6</td>
<td></td>
<td>Improve safety features at Parkway Facilities</td>
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<tr>
<td>2.0</td>
<td><strong>Enhance and Maintain Partnerships</strong></td>
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<tr>
<td>2.1</td>
<td></td>
<td>Partner with Local Non-Profits</td>
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<td>2.2</td>
<td></td>
<td>Partner with California Conservation Corps</td>
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<tr>
<td>2.3</td>
<td></td>
<td>Partner with Local Governmental Organizations</td>
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<td>2.4</td>
<td></td>
<td>Partner with Tribes and Tribal Organizations</td>
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<tr>
<td>3.0</td>
<td><strong>Build Stakeholder Engagement</strong></td>
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<td>3.1</td>
<td></td>
<td>Incorporate Volunteers whenever practical</td>
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<td>3.2</td>
<td></td>
<td>develop and maintain communications plan</td>
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<td>3.3</td>
<td></td>
<td>support public participation in SJRC planning and decision making</td>
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<td>3.4</td>
<td></td>
<td>Collect usage data</td>
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<tr>
<td>3.5</td>
<td></td>
<td>Assess stakeholder engagement and attitudes</td>
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<td>4.0</td>
<td><strong>Support Workforce Development</strong></td>
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<tr>
<td>4.1</td>
<td></td>
<td>Use Small Business when available and practical</td>
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<td>4.2</td>
<td></td>
<td>Partner with Schools and Organizations that have workforce development programs</td>
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<tr>
<td>4.3</td>
<td></td>
<td>Incorporate Training Programs into projects when practical</td>
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Table F-3.2: Potential O&M Tasks

<table>
<thead>
<tr>
<th>Item #</th>
<th>Task Area</th>
<th>Item</th>
<th>General Description</th>
<th>Notes</th>
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<tr>
<td>1.0</td>
<td>Fire Abatement</td>
<td>1.1</td>
<td>Grass and low vegetation Control</td>
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<td>Fire Abatement</td>
<td>1.2</td>
<td>Tree and Shrub cleanup - fire resilience</td>
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<td>Fire Abatement</td>
<td>1.3</td>
<td>Brush pile chipping</td>
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<td>Fire Abatement</td>
<td>1.4</td>
<td>Emergency Access Road maintenance</td>
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<td>Road Maintenance</td>
<td>2.1</td>
<td>Service Road - grading and repair</td>
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<tr>
<td>2.0</td>
<td>Road Maintenance</td>
<td>2.2</td>
<td>Service Road - mowing</td>
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<tr>
<td>2.0</td>
<td>Road Maintenance</td>
<td>2.3</td>
<td>Oiling, paving, gravel application</td>
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<tr>
<td>2.0</td>
<td>Road Maintenance</td>
<td>2.4</td>
<td>traffic guidance barriers installation and maintenance</td>
<td>include logs and other natural components</td>
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<td>Trail Maintenance</td>
<td>3.1</td>
<td>Trail mowing</td>
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<td>3.0</td>
<td>Trail Maintenance</td>
<td>3.2</td>
<td>Trail repair</td>
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<td>3.0</td>
<td>Trail Maintenance</td>
<td>3.3</td>
<td>Pedestrian/bike bridge placement/maintenance</td>
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<td>Trail Maintenance</td>
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<td>Pirate Trail removal, barrier installation and recovery of vegetation</td>
<td>include logs and other natural components</td>
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<td>Parking Lot Maintenance</td>
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<td>Parking lot repair and grading</td>
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<td>4.2</td>
<td>Parking lot oiling, paving, gravel application</td>
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<td>4.3</td>
<td>Parking lot facilities - lights, cameras, trash collection</td>
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<td><strong>Facilities Maintenance</strong></td>
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<td>5.1</td>
<td>Fence Repair/removal</td>
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<td>5.2</td>
<td>Table and benches installation/maintenance</td>
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<td>5.3</td>
<td>Gate Repair/Gate Installation/upgrades</td>
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<td>5.4</td>
<td>Hazard abatement</td>
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<td>5.5</td>
<td>Restroom Repairs</td>
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<td>5.6</td>
<td>Building Maintenance</td>
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<td>5.7</td>
<td>Landscaping Maintenance, Landscaping Improvements (design and installation)</td>
<td>include chips and mulching wherever practical</td>
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<td>Irrigation Repair, Irrigation Upgrades (design, installation)</td>
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<td><strong>Communications</strong></td>
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<td>SJRC/Parkway Newsletter</td>
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<td>Updates</td>
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<td>Press Releases and Media Events</td>
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<td>Public Workshops outreach</td>
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<td>Public Workshop Logistics</td>
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<td>Custom Signage - Interpretive Signs</td>
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<td><strong>Environmental Permitting (O&amp;M)</strong></td>
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<td>Maintenance LSA</td>
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<td>7.2</td>
<td>CEQA - minor projects</td>
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<td>7.3</td>
<td>Biological Monitoring</td>
<td></td>
<td></td>
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<td>7.4</td>
<td>Water Quality</td>
<td>Permitting (drinking</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>water)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8.0</strong></td>
<td><strong>Special Projects</strong></td>
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<td>8.1</td>
<td>Deferred Maintenance</td>
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<td>8.2</td>
<td>Ecosystem</td>
<td>Enhancement/protection,</td>
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<td></td>
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<td>8.3</td>
<td>Cultural Resources</td>
<td>Enhancement/protection,</td>
<td></td>
<td></td>
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<td>8.4</td>
<td>Invasive Species</td>
<td>Removal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
September 7, 2022

TO: San Joaquin River Conservancy Governing Board

FROM: John M. Shelton, Executive Officer


STAFF RECOMMENDATION:
This report is provided for informational purposes. No action of the Board is recommended.

SUMMARY:
In January 2021, the Conservancy Board authorized bond funds, not to exceed $1,050,000 to the US Green Building Council Central California for the San Joaquin River Conservancy Circle V Public Access Plan. The US Green Building Council Central California (USGBC Central California) will provide a public access plan that will serve as a guide for future implementation projects on the 20.76 acres owned by the Conservancy at Circle V.

USGBC Central California in collaboration with the Advocates for Indigenous California Language Survival are looking to engage stakeholders and the general community in a discussion on potential uses of the Circle V property as Indigenous and Environmental Resource Center. The objective of this project is to create a vision for the public usage of the building and site, including access to the San Joaquin River. Also providing meeting and offices spaces, and more.

Ms. Laura Gromis, Executive Director from the US Green Building Council Central California will provide a status update on the San Joaquin River Conservancy Circle V Public Access Plan.

Rebecca Raus
Associate Governmental Program Analyst
September 7, 2022

TO: San Joaquin River Conservancy Governing Board

FROM: John M. Shelton, Executive Officer

SUBJECT: INFORMATION ITEM: Executive Officer’s Report

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

SUMMARY:
Update on status of Conservancy properties and facilities regarding public access, with a general update of several projects.

At the request of Chair Forhan and Vice Chair Frazier I will go over the status of Conservancy properties and facilities regarding public access.

The San Joaquin River Parkway (Parkway) is depicted in Figure 1. The Conservancy’s Master Plan Update is available at http://sjrc.ca.gov/Parkway-Master-Plan-Update/ and is a great reference. The Conservancy has acquired over 2,600 acres of land along the San Joaquin River (Table 1: SJRC Properties, updated from the SJRC Master Plan Update 2018). Table 2 lists the other public lands within the San Joaquin River Parkway. As many of you know, the Conservancy received some additional funds in this year’s State Budget. For this report, I have developed a new table of Conservancy properties for which the acreage includes, in some cases, the adjoining State Lands Commission sovereign lands (defined as the beds of tidal and navigable waters acquired at statehood in 1850 as usually referred in regard to navigable waters as the area between the historic low water lines of navigable water). Table 3 lists the Properties of the Conservancy.

COVID 19 and the Conservancy: Although the Fresno Metropolitan Flood Control District’s office, which leases the Conservancy office space, opened its buildings to the public as stricter COVID 19 restrictions were relaxed, the District re-instituted tighter restrictions due to the Delta Variant and a positive COVID result. Conservancy staff have continued to mostly work remotely, accessing the District office for mail delivery and other activities as needed. To provide the public with a continuity of service while protecting both the public and our employees, the Conservancy remains open for business by phone, email, and regular mail. Our regular contact information remains valid, although, we have been experiencing problems with our call-forwarding.
Progress on Formally Opening Conservancy Properties

Strategy

Staff has continued to pursue the formal opening of as many of the Conservancy’s properties as practical. In today’s Board meeting, we are presenting two action items towards this goal, the opening of Sycamore and Van Buren for seven-days per week from the current three-days per week, and the placement of portable restrooms at several locations. These two actions, if approved, will change the numbers of properties in the various classifications, but otherwise, the update below is the same as last months. I’ve included it here so that we can more easily track the Conservancy’s progress.

Public Access Classification: The Conservancy’s properties are Tier 1: Properties that are Open; Tier 2: Properties that are Informally Open; Tier 3: Properties that are Open for Group Use with Permission; and Tier 4: Properties that are not Open. All of the Tier 1 and Tier 2 properties either have on-site parking or nearby parking. Not all nearby parking is convenient and/or secure, which will be evaluated and addressed in the future. The Conservancy is in the process of securing portable toilets for all properties that are in Tier 1, 2, and 3 that do not have restrooms already or are nearby (for example, Jenco Farms is contiguous with Jenson Ranch and the Eaton trail with vault toilets operated the City of Fresno).

Tier 1: Properties that Are Open – Approximately 950 acres: The properties listed in Table 2 are open to the public and do have methods in place to provide maintenance. Two of these, Sycamore Island (see Figure 7) and Wildwood Native Park (see Figure 6), are only open Friday through Sunday, and state holidays, with Sycamore Island completely closed during some of the winter months. Conservancy staff is in the process of securing agreements for services to open these two properties for seven days a week and year-round. The request for proposals (RFP) for seven day-a-week operations for Sycamore and Van Buren have been advertised and the mandatory site visit conducted. Three organizations visited the site. Proposals received will be evaluated in time for the Conservancy’s September Board Meeting. All our properties have a limitation of only being formally open during daylight hours, though enforcement of this for walkers, runners, fisherman, and bicyclists is not complete. Jenson Ranch and Jenco (see Figure 6) are open every day and maintained by the City of Fresno. Both properties get a tremendous amount of visitation by the public, though the Conservancy does not currently have survey data to confirm actual numbers. The parking lot at Friant Cove (see Figure 2) is open every day. It is maintained by State Parks under a contract with the Conservancy. Although this is a well-used area that provides access to the river for canoeists and kayakers, it is not a large piece of property, so it has limited value to hikers. On the other hand, it is a favorite location for road bicyclists to park so that they can access foothill roads for recreational purposes.

One note concerning being open to the public, Sycamore Island, Van Buren, and Wildwood Native Park are all accessible by hikers, fisherman, mountain/gravel bikers every day. Access for these properties is by informal trails from Rio Mesa (the old Hwy 41 Bridge). All these properties do receive a lot of usage even at times when the Sycamore Island vehicle access and Wildwood Native Park parking lot are closed.

Tier 2: Informally Opened Properties (Approximately 955 acres): The properties listed in Table 3 are being used by the public, especially by bicyclist and pedestrians. Several properties are being used by the public as explained above. Fisherman, birdwatchers, and others have enjoyed access along the River for years, much of which is the State Lands Commission Public Trust Easement areas. With the word of mouth, social media, and other informal communications,
the message has gotten out to the public that a few of our properties are informally open. This use has increased quite a bit in the last few years. At the top end of the Parkway, Wagner and River Vista (see Figure 2) mostly see users fishing along the river. State Parks maintains our Wagner property with one of their employees leasing the house on the property. With Parks being there and visible, most usage besides fishing is limited at this point. We have had some issues with homeless camps and have addressed those in the past with a combination of volunteer groups, State Parks Rangers, and Madera Sheriff’s Officers.

Ball Ranch and Ledger Island (see Figure 4) are becoming well known as great gravel riding and hiking/birding areas. The Main Pond on Ball Ranch has users fishing almost daily, though with the low water at the end of this last Summer, this use has been diminished. Staff has partnered with several Boys Scouts to receive Eagle Scout Badges by doing public service hours to install signs and soon will have some benches, all made from the logs that were part of the log deck on Ball Ranch. Central California Off-Road Cyclists (CCORC) have help us turn volunteer trails into available natural surface single-track trails that are already receiving use by bike riders, hikers, and others. We have had equestrian groups access, under the supervision of some of our partners that have access agreements. Recently, CCORC installed a bicycle Cattle Guard between Ledger Island and the Tesoro Viejo Kissing Gate trail.

The River West properties (see Figure 7), an area the Board is quite familiar with since we have spent a lot of time working towards building facilities that would allow for vehicle access, also receives a lot of public use. The ponds have fishermen nearly year-round and most days. Hikers, bikers, runners, and others all access this property through informal trails and opening in fences. Like Wildwood Native Park, Sycamore Island, and Van Buren, some of the users also access the River West properties by parking at Rio Mesa and accessing through informal trails under the Highway 41 Bridge at the River.

Almost all these properties that are informally open can be formally opened with just a few simple actions. For instance, signage changes that let the public know they are open would mark this change, with simple trash services set up with service agreements or concession agreements put into place. Staff has accepted bids for portable restroom and hand washing stations to be placed on many of these properties. Trash bins are available at the Lanes Road River House (Gagnebin Property, Figure 6) that allows trash collecting from various properties to be disposed. The Board has already approved the recommendation of staff to set up a Request for Proposals for a concession agreement for Ball Ranch and Ledger Island, though we think that even before we secure an operator, we can use existing agreements with our various partners to empty trash cans on the properties. The concession agreements will be very important to provide restrooms (porta-potties) and more frequent monitoring of the property. Staff will also work to install pedestrian and bicycle access gates at these properties so that the users see access as permitted. These access facilities will replace the existing openings in fences that have been done, usually without permission, but then modified so that further damage to our fences and gates could be minimized.

**Tier 3: Properties that Open to Groups (approximately 85 acres):** Several of the Conservancy’s Properties are actively being used by recognized groups (501(c)(3) organizations and several local agencies) with access agreements or part of the planning and outreach for existing grant projects. (Table 4) Circle V – Vinnard (see Figure 5), Lanes Road River House (Gagnebin) (see Figure 6), and Camp Pashayan (see Figure 8), have been used by groups with formal agreements with the Conservancy. Several, such as Circle V and Camp Pashayan, have planning projects underway that when complete, will lead to implementation projects that will allow for formal opening of the properties. And finally, Camp Pashayan (see Figure 8) has a couple of steps that need to be accomplished in order to be completely open to the public. A primary
concern is that this property is jointly owned by the Conservancy and the Department of Fish and Wildlife, and at this point, it is not able to be opened without either a change to the Fish and Game Code for their San Joaquin River Ecological Reserve, or the Conservancy negotiates a change in jurisdiction with the Department. Since this property is a significant part of the planning for the Western Reaches Access Activation Plan (WRAAP), we expect to figure out how to open this up in the next year or two.

**Tier 4: Properties that will Take More Effort to Open (approximately 620 acres):** We do have several properties that will take more effort to open to the public (Table 5). Some of these just need to be assessed as to what the Conservancy plans to do with them in the future and conceptual ideas explored. This includes the Beck property (see Figure 3) that is likely to be part of any new planning for Lost Lake. Our Gibson property (see Figure 5) is part of the River Rock operations of Vulcan Materials, and with reclamation occurring over the next few years, public access will be realized. The Conservancy’s Cobb property (Figures 5 and 6) does not have an identified project yet to provide access, and existing access is limited so public use is not seen at this point. Staff has talked to several organizations, including the California Conservation Corps, about ideas for this property. Liddell and Bluff Pointe Golf Course and Learning Center (see Figure 7) can be opened to the public once our negotiations for a new lease for the golf course is negotiated and signed. The WRAAP is also considering this property. It may be possible to work out agreements with some of our non-profit partners to open the Liddell area during the interim, which has already had some group access granted for cleanup and vegetation planting. Our Slenders and Schneider properties (see Figure 8) are like the Cobb property in that final usage has not been identified. Of note, the WRAPP project is considering the inclusions of bridges that would connect River Bottom and Camp Pashayan to these properties.

**Operation and Maintenance Spending:** Staff have continued to assess our spending rate for the $15,000,000 that was included in Fiscal Year 2021-22 to be encumbered over three fiscal years and expended by the end of FY 2025-26 (Table 6). Over this last month, several developments have occurred that revise our expenditure forecast for this period. At today’s Board Meeting, staff recommended the acceptance of the Proposal from the San Joaquin River Parkway and Conservation Trust to not only operate Sycamore Island and the Van Buren Unit on a seven-day week basis, without charging a gate fee that would cover the costs of operation, but also included many needed deferred maintenance activities such as significant improvements to the entrance and access roads. The cost of the proposal, though deemed reasonable by the reviewing committee, is significant.

Another change or understanding resulted from the proposal staff received from Madera County Sherriff’s Office (Madera SO) to provide daily enhance patrols of the Madera side of the Parkway. Again, the proposed costs of this service are significant, but at the same time, law enforcement and public safety is a major priority for the Conservancy. Staff will be working with the Madera SO, the Chair and Vice Chair to assess this proposal and finalize it so that we can bring it to the Board for approval in the near future.

Related to the proposal from Madera SO, is our revised expectation from the Fresno Police Department. According to updates staff have had from Fresno PARCs and several stakeholders, we believe that the City has already budgeted extra funding for both law enforcement and Park Ambassadors. Staff is now under the impression that the City will not be asking the Conservancy for extra funding to enhance patrols of the Parkway, though staff will continue to be open to discussions regarding public safety funding.

September 7, 2022
Agenda Item: G-3
Page 4
Finally, with the potential pathway to use the Sierra and the Madera-Chowchilla Resources Conservation Districts for other operations and maintenance (O&M), the ability to encumber the $15,000,000 in funding for needed operations and maintenance is within reach. We have also made progress on filling the field positions in this year's budget that will make monitoring, supervising contracted providers, and other O&M activities realistic.

John M. Shelton
Executive Officer
Table 1: Conservancy Properties with inclusion of state sovereign lands. Lands listed from upstream to downstream.

<table>
<thead>
<tr>
<th>SJRC Properties (Friant to Hwy 99)</th>
<th>Year Purchased</th>
<th>Fresno (Acres*)</th>
<th>Madera (Acres*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wagner (aka Cottonwood Creek)</td>
<td>2001</td>
<td>0</td>
<td>116</td>
</tr>
<tr>
<td>Friant Cove (and southeast corner of Friant and Ave 206)</td>
<td>1998</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td>River Vista</td>
<td>2001</td>
<td>0</td>
<td>140</td>
</tr>
<tr>
<td>Beck</td>
<td>1998</td>
<td>106</td>
<td>0</td>
</tr>
<tr>
<td>Ledger Island</td>
<td>2001</td>
<td>0</td>
<td>173</td>
</tr>
<tr>
<td>Ball Ranch</td>
<td>2000</td>
<td>360</td>
<td>0</td>
</tr>
<tr>
<td>Circle V Ranch (Vinnard)</td>
<td>2016</td>
<td>0</td>
<td>25</td>
</tr>
<tr>
<td>Gibson</td>
<td>2008</td>
<td>321</td>
<td>0</td>
</tr>
<tr>
<td>Cobb/Madera Co</td>
<td>2020</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>Lanes Road - Gagnebin</td>
<td>2021</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td>Jenco Farms</td>
<td>2015</td>
<td>25</td>
<td>0</td>
</tr>
<tr>
<td>Jensen River Ranch</td>
<td>1997</td>
<td>160</td>
<td>0</td>
</tr>
<tr>
<td>Wildwood Native Park</td>
<td>1996</td>
<td>0</td>
<td>27</td>
</tr>
<tr>
<td>River West Fresno (Spano)</td>
<td>2003</td>
<td>372</td>
<td>50</td>
</tr>
<tr>
<td>Van Buren</td>
<td>2001</td>
<td>0</td>
<td>285</td>
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<tr>
<td>Sycamore Island</td>
<td>2005</td>
<td>0</td>
<td>447</td>
</tr>
<tr>
<td>Liddell/Bluff Pointe Golfing Center</td>
<td>2005</td>
<td>172</td>
<td>0</td>
</tr>
<tr>
<td>Schneider</td>
<td>2000</td>
<td>0</td>
<td>79</td>
</tr>
<tr>
<td>Slenders</td>
<td>2021</td>
<td>0</td>
<td>36</td>
</tr>
<tr>
<td>Camp Pashayan**</td>
<td>2012</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total (rounded): 2,972</strong></td>
<td><strong>1582</strong></td>
<td><strong>1390</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Acres are approximate and in some cases State Lands Commission jurisdictional land

**Camp Pashayan was originally acquired by the River Parkway Trust in 1995 and later sold to the Conservancy. Acres include CDFW land
| SJRC Properties (Friant to Hwy 99) | Fresno | Madera | Public Vehicle Parking | Off Site Parking | Multiuse and/or Single Track Trails | Restrooms | Trash Service | Next Steps | RFP For 7 days (CEQA done) | RP For 7 days (no CEQA) | Amend Service Agreements | Off Parked (CEQA done) | On Site Parking |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Friant Cove (and southeast corner of Friant and Ave 206) | 60 | 0 | Yes | Yes | Yes | Yes | Yes |
| Jenco Farms | 250 | 0 | Yes (parking is nearby) | Open | Open 3/day | Not Planned | Nearby |
| Jensen River Ranch | 1600 | 0 | No (parking is nearby) | Open | RFP for 7 days/week in process | Not Planned | Nearby |
| Wildwood Native Park | 0 | 0 | Yes (parking is nearby) | Open | Open 3/day | Not Planned | Nearby |
| Van Buren | 0 | 0 | Yes (parking is nearby) | Open | Open 3/day | Not Planned | Nearby |
| Total (rounded): 950 | 759 | 0 | Yes | Yes | Yes | Yes | Yes |

*Acres are approximate and in some cases State Lands Tier 1 - Properties Formally Open to the Public.
<table>
<thead>
<tr>
<th>Property</th>
<th>City of Fresno Complete (%)</th>
<th>SJRC Properties (Friant to Hwy 99)</th>
<th>Fresno (Acres*)</th>
<th>Madera (Acres*)</th>
<th>Public Vehicle Access (On-site)</th>
<th>Off Site Parking Access (On-site)</th>
<th>Multiuse and/or Single Track Trails</th>
<th>Restrooms</th>
<th>Portable</th>
<th>Parking at River Bluff</th>
<th>Parking at Friant</th>
<th>Open?</th>
<th>Next Steps</th>
<th>Total (Rounded): 955732</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ledger Island</td>
<td>No</td>
<td>Parking at Tesoro Viejo, Peck Ranch, and Ball Ranch Gates</td>
<td>No</td>
<td>Portable</td>
<td>Yes (parking at gate)</td>
<td>Portable</td>
<td>Marked</td>
<td>Gravel Roads and Single Track Trails</td>
<td>No</td>
<td>No (volunteer)</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Concession RP, Summer</td>
</tr>
<tr>
<td>Ball Ranch</td>
<td>No</td>
<td>Parking at Tesoro Viejo, Peck Ranch, and Ball Ranch Gates</td>
<td>No</td>
<td>Portable</td>
<td>Yes (parking at gate)</td>
<td>Portable</td>
<td>Marked</td>
<td>Gravel Roads and Single Track Trails</td>
<td>No</td>
<td>No (volunteer)</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Concession RP, Summer</td>
</tr>
<tr>
<td>River West Fresno (Spano)</td>
<td>No</td>
<td>Parking at River Bluff, Spano Park, and Rio Meso</td>
<td>No</td>
<td>Portable</td>
<td>Yes (parking at gate)</td>
<td>Portable</td>
<td>Marked</td>
<td>Gravel Roads and Single Track Trails</td>
<td>No</td>
<td>No (volunteer)</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Concession RP, Summer</td>
</tr>
</tbody>
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*Acres are approximate and in some cases State lands.
<table>
<thead>
<tr>
<th>SJRC Properties (Friant to Hwy 99)</th>
<th>Fresno (Acres*)</th>
<th>Madera (Acres*)</th>
<th>Public Vehicle Access (On-site)</th>
<th>Multiuse and/or Single Track Trails</th>
<th>Restrooms</th>
<th>Trash Service</th>
<th>Next Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circle V Ranch (Vinnard)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Volunteer</td>
</tr>
<tr>
<td>Lanes Road - Cabin 300</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Planning in Process</td>
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<tr>
<td>Camp Pashayan**</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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</table>

### Total (rounded): 85

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**Notes:**
- Acres are approximate and in some cases State Lands Commission jurisdictional land.
- Camp Pashayan was originally acquired by the River Parkway Trust in 1995 and later sold to the Conservancy. Acres include CDFW land.

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**Tier 3 - Properties that are Open to Groups**

- SJRC Properties (Friant to Hwy 99) - Fresno (Acres*)
- Madera (Acres*)
- Public Vehicle Access (On-site)
- Multiuse and/or Single Track Trails
- Restrooms
- Trash Service
- Volunteer
- Planning in Process
- Yes
- No
### Table 5: Conservancy Properties that need several steps to open to the public.

<table>
<thead>
<tr>
<th>Property</th>
<th>SJRC Properties (Friant to Hwy 99)</th>
<th>Madera Properties (Madera Co.)</th>
<th>Need a Concept Plan</th>
<th>Public Vehicle Access (On-site parking)</th>
<th>Off Site Parking</th>
<th>Multiuse and/or Single Track Trails</th>
<th>Restrooms</th>
<th>Trash Service</th>
<th>WRAP Project will address:</th>
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</thead>
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<tr>
<td>Gibson</td>
<td>321</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Liddell</td>
<td>172</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
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<tr>
<td>Schneider</td>
<td>0</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
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<td>Vulcan Reclamation</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Cobb/Madera Co</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
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<tr>
<td>Need a Concept Plan</td>
<td>Need a Concept Plan</td>
<td>Need a Concept Plan</td>
<td>Need a Concept Plan</td>
<td>Need a Concept Plan</td>
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<tr>
<td>Total (rounded): 620</td>
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<td>127</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
</tbody>
</table>

*Acres are approximate and in some cases State Lands Commission jurisdictional land.*
Figure 2: Conservancy Properties - Wagner, Friant Cove, and River Vista
Figure 3: Conservancy Properties – Beck
Figure 4: Conservancy Properties - Ledger Island and Ball Ranch
Figure 5: Conservancy Properties - Circle V, Gibson, and Cobb
Figure 6: Conservancy Properties - Cobb, Lanes Road River House, Jenco, Jenson Ranch, and Wildwood
Figure 7: Conservancy Properties - Van Buren, River West, Sycamore Island
Figure 8: Conservancy Properties - Liddell, Bluff Pointe Gold Center, Slenders, Schneider, and Camp Pashayan
### Table 6: SJRC Operation and Maintenance Budget

<table>
<thead>
<tr>
<th>Expenditure Area</th>
<th>FY 2021-22</th>
<th>FY 2022-23</th>
<th>FY 2023-24</th>
<th>FY 2024-25</th>
<th>FY 2025-26</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>O&amp;M Staff (permanent)</td>
<td>$0</td>
<td>$360,000</td>
<td>$360,000</td>
<td>$0</td>
<td>$0</td>
<td>3 Permanent Staff in process of being hired</td>
</tr>
<tr>
<td>O&amp;M Staff (seasonal)</td>
<td>$0</td>
<td>$40,000</td>
<td>$40,000</td>
<td>$0</td>
<td>$0</td>
<td>Park Aid Positions?</td>
</tr>
<tr>
<td>O&amp;M Services</td>
<td>$20,000</td>
<td>$1,300,000</td>
<td>$1,300,000</td>
<td>$1,300,000</td>
<td>$570,000</td>
<td>Sierra RCD and Madera-Chowchilla</td>
</tr>
<tr>
<td>O&amp;M Projects - including Deferred Maintenance</td>
<td>$0</td>
<td>$1,000,000</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$0</td>
<td>Included in O&amp;M above</td>
</tr>
<tr>
<td>Equipment - Vehicles (including rentals)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>Included in O&amp;M above</td>
</tr>
<tr>
<td>Equipment - other</td>
<td>$50,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$0</td>
<td>$0</td>
<td>Included in O&amp;M above</td>
</tr>
<tr>
<td>Public Safety</td>
<td>$0</td>
<td>$1,250,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>Fresno and Madera County SO</td>
</tr>
<tr>
<td>Monitoring/Permitting and Related</td>
<td>$0</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$50,000</td>
<td>Included in O&amp;M above</td>
</tr>
<tr>
<td>Total</td>
<td>$70,000</td>
<td>$4,080,000</td>
<td>$4,330,000</td>
<td>$3,900,000</td>
<td>$2,620,000</td>
<td>$15,000,000</td>
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