



STATE OF CALIFORNIA
**SAN JOAQUIN RIVER
CONSERVANCY**

GOVERNING BOARD

Robert Macaulay, Chairperson,
*Supervisor Madera County Board of
Supervisors*

Kacey Auston, Vice-Chairperson,
*Director Fresno Metropolitan Flood
Control District*

Mike Karbassi, *Councilmember
City of Fresno*

Steve Brandau, *Supervisor
Fresno County Board of Supervisors*

Santos Garcia, *Mayor
City of Madera*

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

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

Jennifer Norris, *Executive Director
Wildlife Conservation Board*

Gloria Sandoval, *Deputy Secretary for
Access Natural Resources Agency*

Jennifer Lucchesi, *Executive Officer
State Lands Commission*

Matt Almy, *Program Budget Manager
Department of Finance*

Citizen Representatives
Bryn Forhan, *City of Fresno*

Daniel O'Connell, *Fresno County*

Jose Eduardo Chavez, *Madera*

County Vacant, Tribal

Vacant, Youth

Kari Kyler Daniska
Executive Officer

Gavin Newsom
Governor

PO BOX 28338
Fresno, California 93729
www.sjrc.ca.gov

August 7, 2024

SAN JOAQUIN RIVER CONSERVANCY

The San Joaquin River Conservancy Governing
Board

will hold a regular meeting on

August 7, 2024,

Call to order will begin at 9:00 a.m.

Board Meeting Location:
Fresno Metropolitan Flood Control District
5469 E. Olive Ave., Fresno, CA 93727

And
California Natural Resources Agency
715 P. Street, Room: NRHQ 20 - 400 (Trestles
Room)
Sacramento, CA 95814

and via Teams

[Click here to join the meeting](#)

MEETING AGENDA

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

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

- E-1 INFORMATION ITEM:** July PACE Meeting Minutes.
- E-2 INFORMATION ITEM:** San Joaquin River Parkway Tour with Board Members.
- E-3 ACTION ITEM:** Authorize the Executive Officer to Amend the Existing License Agreement for RiverTree Volunteers and Reissue upon Expiration or Extend.
- E-4 ACTION ITEM:** Authorize the Executive Officer to Issue a New License Agreement for Boy Scouts of America, Troop 301, Sequoia Council.
- E-5 ACTION ITEM:** Authorize the Executive Officer to Issue a New License Agreement for Fresno Canoe and Kayak Club.

F. REGULAR SESSION ITEMS

- F-1 ACTION ITEM:** Discuss Proposed Revisions to The Policy for Permits and Agreements and Approve Amendments.
- F-2 ACTION ITEM:** San Joaquin River Parkway and Conservation Trust Annual Operations Report Presentation and Proposal for Road Maintenance at Sycamore Island.

G. ADMINISTRATIVE AND COMMITTEE REPORTS

- G-1 Board Members' Reports and Comments**
- G-2 Deputy Attorney General Report**
- G-3 Executive Officer Report**
- G-4 Organizations' Reports:** If time allows, oral and or written updates from partners are encouraged; covering current or upcoming events and project updates or other items of relevance to the Conservancy.

H. CLOSED SESSION

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

Government Code Section 11126(e)(1) The Act allows a state body to consult with its attorney about pending litigation in closed session when discussing the matter in open session would prejudice the state body's position.

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

The next PACE meeting is scheduled for September. Date, time, and location to determined.

J. NEXT BOARD MEETING DATE

The next Board meeting is scheduled for Wednesday, October 2, 2024. Location to be determined.

K. ADJOURN

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



AGENDA ITEM

August 7, 2024

Item: E-1

To: San Joaquin River Conservancy Governing Board

From: Kari Daniska, Executive Office 

Subject: **INFORMATION ITEM:** July PACE Meeting Minutes

RECOMMENDATION:

This report is provided for informational purposes only. No action by the San Joaquin River Conservancy Governing Board is required.

SUMMARY:

On July 10, 2024, the San Joaquin River Conservancy (Conservancy) hosted the Parkway and Community Engagement (PACE) Group at the Fresno County Library Woodward Park Branch. There were eighteen participants, including Conservancy staff and Conservancy Governing Board Chair, Robert Macaulay.

The significant outcomes of the PACE meeting were the adoption of the PACE mission statement, discussion of the renaming process and the hosting of a contest to solicit options for renaming select Conservancy owned properties, including Ball Ranch. The Conservancy Governing Board has final approval over the renaming of Conservancy owned properties and is not required to choose any of the names submitted as part of the contest. The meeting minutes for the July PACE meeting have been provided as Attachment 1.

The next PACE meeting will be held in September. The date, time, and location will be determined later.

For additional information, you may direct your inquiries to Rebecca Raus at Rebecca.raus@sjrc.ca.gov.

Attachment1: July PACE Meeting Minutes



STATE OF CALIFORNIA
**SAN JOAQUIN RIVER
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County*

Vacant, Tribal

Vacant, Youth

Kari Daniska
Executive Officer

**Attachment 1
July PACE Meeting Summary and Review**

Parkway and Community Engagement (PACE) Group

**Wednesday, July 10, 2024
5:30 – 7:30 P.M.**

**Meeting Location:
Fresno County Public Library Woodward Park Branch
944 E. Perrin Ave, Fresno, CA 93720**

[And via Teams](#)

| | |
|------|---|
| 5:30 | Networking and Mingling |
| 5:45 | Present and Approve May PACE Meeting Minutes |
| 6:00 | Discuss and Adopt Group Mission |
| 6:15 | Present Activities Calendar and Submittal Form <ul style="list-style-type: none">• Volunteer Opportunity Ball Ranch Egret |
| 6:30 | Ball Ranch Renaming Discussion |
| 7:00 | Refresher on SJRC Policy for Opening and Closing Properties |
| 7:15 | River West Update |

Topics not covered above will be moved to the next meeting along with the following:

Access Permits v License Agreements, Parameters

Next steps for public access at additional locations

- Safety concerns identified and addressed - SJRC policy
- O&M partner identified
- Funding Sources

PACE notices and agenda 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 Ashley Bybee at Ashley.Bybee@sjrc.ca.gov

Attendance:

SJRC Staff:

Kari Daniska
Rebecca Raus
Cheryl Moxley
Ashley Bybee

SJRC Board

Members:

Robert Macaulay

**Community
Members:**

Sharon Weaver,
Chair
Richard Sloan
Barry Bauer
Kristine Walter
Michelle Pipkin
Sarah Parkes
Jose Sandoval
Ray Falkenberg

Rebecca Elwood
John Halpin
Ed Wong
Cody Walker
CMACTV

Outcomes:

Attendees reviewed and unanimously voted to approve the May PACE meeting minutes.

Attendees discussed and unanimously voted to adopt the following mission statement.

The mission of the PACE is to create a supportive network for the San Joaquin River Conservancy and the continuing expansion of the San Joaquin River Parkway. The group works together for the benefit of river protection, providing appropriate public access, safety, improving wildlife habitat, natural resource management, and environmental conservation.

Conservancy staff reviewed and discussed the San Joaquin River Parkway Activities Calendar and activities/events submittal form. Ashley Bybee will send a link to the group to test the form.

Conservancy staff announced a volunteer opportunity event that will be scheduled in the fall. Volunteers will place stumps in the shape of an egret to form a children's labyrinth at Ball Ranch, near the entrance parking area.

At the June 5, Conservancy Governing Board Meeting the Board directed staff to initiate a renaming process for select Conservancy properties, including Ball Ranch. It was requested that the name Ball Ranch remain in place until a new name has been approved by the Conservancy Board, consistent with the renaming process. The PACE group discussed having a contest that was open to the public in order to generate proposed names for Conservancy properties, including Ball Ranch. Sharon Weaver stated that the San Joaquin River Parkway and Conservation Trust could facilitate the contest and provide a prize to generate interest and participation. The contest would run for one month and the proposed names would be reviewed at the next PACE meeting. Conservancy Staff will present a recommendation to the

Conservancy Board at the October Conservancy Board Meeting for their consideration and approval.

Conservancy staff went over the Conservancy's "Policy for Opening and Closing Properties", that was approved by the Conservancy Governing Board in December 2023. The policy identifies the minimum requirements for opening and closing a Conservancy owned property in addition to additional provisions, when feasible to improve the visitors experience and further protect property and natural resources.

The Conservancy provided an update on the River West project. The City of Fresno has been working on redesigning the parking area at Spano. They are in the process of getting the design package to 60%. The Conservancy has a meeting with the City of Fresno on Thursday, July 18. The PACE group requested that the City of Fresno come to an upcoming meeting to provide a status update on the project.

The next PACE will be held in September; date, time, and location to be determined.




AGENDA ITEM

August 7, 2024

Item: E-2

To: San Joaquin River Conservancy Governing Board

From: Kari Daniska, Executive Officer 

Subject: **INFORMATION ITEM:** San Joaquin River Parkway Tour with Conservancy Governing Board Members and Wildlife Conservation Board.

RECOMMENDATION:

This report is provided for informational purposes only. No action by the San Joaquin River Conservancy Governing Board is required.

SUMMARY:

The San Joaquin River Conservancy (Conservancy) currently owns 20 properties along the 22-mile San Joaquin River Parkway. Conservancy staff is planning a San Joaquin River Parkway tour with Conservancy Governing Board members and the Wildlife Conservation Board this fall.

This two-day tour will allow participants to visit, explore, and learn more about the properties owned by the Conservancy. No more than seven (7) Conservancy Governing Board Members may participate at any given time. If there is interest from more than seven (7) Conservancy Governing Board Members the event will be open to the public. If opened to the public, public participants will be responsible for their own transportation and will be required to complete a Conservancy liability form.

For additional information, you may direct your inquiries to Rebecca Raus at Rebecca.raus@sjrc.ca.gov.




AGENDA ITEM

August 7, 2024

Item: E-3

To: San Joaquin River Conservancy Governing Board

From: Kari Daniska, Executive Officer 

Subject: **ACTION ITEM:** Authorize the Executive Officer to Amend the Existing License Agreement for RiverTree Volunteers and Reissue upon Expiration or Extend.

RECOMMENDATION:

Conservancy staff recommends that the Conservancy Governing Board authorize the Executive Officer to amend the existing license agreement between the San Joaquin River Conservancy and RiverTree Volunteers. Additionally, Conservancy staff recommends that the Conservancy Governing Board also authorize the Executive Officer to reissue the license agreement, upon expiration, for an additional term of three (3) years or extend the term of the amended license agreement until 2027.

SUMMARY:

On December 1, 2021, the San Joaquin River Conservancy (Conservancy) entered into a license agreement with RiverTree Volunteers (RiverTree). The license agreement is for stewardship, conservation, and education on Conservancy owned properties and expires on December 1, 2024.

Conservancy staff, in coordination with RiverTree, are proposing several amendments to the existing license agreement. The proposed amended language is in ***bold italics*** with removed language in ~~striketrough~~.

Many of the proposed amendments are minor, for consistency with other license agreements, or reflect current addresses and contact information.

Major amendments to the existing license agreement include modifying the storage location described in Section 4 and including a maintenance plan. Section 4 of the existing license agreement grants RiverTree the permission to store equipment used for San Joaquin River projects at the Conservancy's Lanes property located at 10637 N. Lanes Rd. Fresno, CA 93730. Conservancy staff has proposed that RiverTree be granted

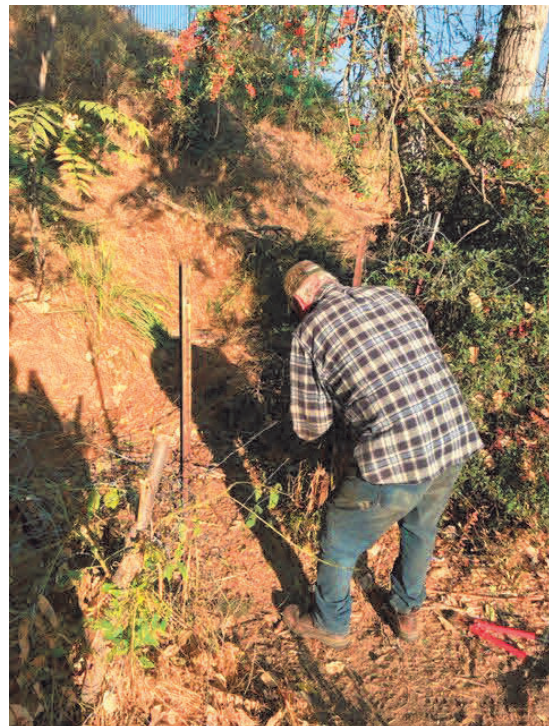
permission to store equipment used for San Joaquin River projects at the Conservancy's Gibson property located at 11111 Old Friant Rd. Fresno, CA, 93730.

In exchange for storage the Gibson property, RiverTree has agreed to provide operations and maintenance services as outlined in the proposed amended license agreement and maintenance plan (Attachment 1).

Due to the need to maintain Conservancy owned properties, the lack of available funding and staff for adequate maintenance, and the clear benefits from the existing RiverTree partnership, Conservancy staff recommends the Conservancy Governing Board authorize the Executive Officer to amend the existing license agreement between the San Joaquin River Conservancy and RiverTree, upon expiration, or as part of this amendment process for an additional term of three (3) years.

Prior to issuance, the Conservancy's Legal Counsel will review the proposed license agreement and make any necessary modifications or revisions.

The Conservancy's partnership with RiverTree has been of tremendous importance and value. Photos of fence and gate maintenance work performed by RiverTree Volunteers at the Liddell Property are included below.



For additional information, you may direct your inquiries to Kari Daniska at kari.daniska@sjrc.ca.gov.

Attachment 1: Proposed Amended RiverTree License Agreement and Maintenance Plan



THE STATE OF CALIFORNIA
RESOURCES AGENCY
SAN JOAQUIN RIVER CONSERVANCY

LICENSE AGREEMENT
AMENDMENT 1
RiverTree Volunteers, Inc.
Stewardship and Education Programs

1. Identification of Parties.

This License Agreement is entered into on December 1, 2021, by and between the San Joaquin River Conservancy (hereafter referred to as "Conservancy") and RiverTree Volunteers, Inc. (hereafter referred to as "RiverTree").

2. Description of Property.

The State of California is the owner of certain real property, under the management jurisdiction of the Conservancy within the San Joaquin River Parkway, as defined in the San Joaquin River Conservancy Act (Public Resources Code section 32510), situated in Fresno and Madera Counties, California (hereafter referred to as the "Property").

3. Consideration.

The consideration for this agreement is the public benefit, and the furtherance of the goals and policies of the San Joaquin River Conservancy Act to provide for conservation of and education about the natural, cultural, and recreational resources within the Parkway.

4. Grant of License.

Conservancy grants to RiverTree a License (hereafter referred to as the "License") to enter and use the Property for the following purposes: a) RiverTree-supervised stewardship activities, including but not limited to, litter and debris cleanup from the river and surrounding Conservancy-owned property, graffiti removal, gate security, invasive plant management, minor repairs, reposting signs, species and aquatic monitoring, and special maintenance related to events and special activities conducted pursuant to the License; and b) RiverTree-supervised free, fee, and donation-supported educational outreach, as well as recreational and field study activities, including events and programs for children, older students, and adults. RiverTree shall at all times enforce the Volunteer Duty Statement and ensure that all volunteer activities are scheduled in

advance with the Conservancy and posted on the Conservancy's Stewardship Calendar. Pre-activity, pre-event site reconnaissance by event coordinators shall also be scheduled in advance with the Conservancy and posted on the Stewardship Calendar. Volunteer activities shall conform to Exhibit A, Duty Statement.

RiverTree shall be able to store equipment and supplies at locations and facilities deemed appropriate by the Conservancy. RiverTree shall be responsible for maintaining the equipment and supplies at any authorized storage location in a manner that minimizes hazards to themselves and others that use the location. The Conservancy does not accept any responsibility for security of these locations beyond what is required to carry out its mission. Any loss due to theft or vandalism shall not be the responsibility of the Conservancy. RiverTree and the Conservancy will work cooperatively as appropriate to maintain any facilities used for storage of materials and supplies that are jointly used by both parties.

RiverTree representatives, coordinators, and volunteers shall not enter Conservancy properties for unapproved or unscheduled activities, including but not limited to independent litter pickup, and may not enter Conservancy properties for personal recreation, hiking, walking, fishing, or other personal uses.

All vehicles entering property must display the organizations name using decals on the exterior or on the dashboard, or utilized the volunteer dashboard display provided by the Conservancy. A copy of this license agreement shall be carried with any person entering a property.

Events held for the primary purpose of raising funds, including in particular events that may involve alcoholic beverages, are not covered under this License. Events held for the purpose of political campaigns and/or political fund-raising are prohibited.

RiverTree may not use the Property for any other purpose or business without obtaining Conservancy's prior written consent.

In exercising the rights granted by, and requirements of, this License, Leadership Forum is an independent entity, and its agents and employees are not contractors or agents of the Conservancy.

For the term of the agreement, RiverTree may store equipment used for San Joaquin River projects on the Conservancy's Lanes property located at ~~10637 N. Lanes Rd. 11111~~ **Old Friant Road** Fresno, CA 93730.

5. Independent Entity.

In exercising the rights granted by, and requirements of, this License, RiverTree is an independent entity, and its agents and employees are not contractors or agents of the Conservancy.

6. Term of License.

The term of this license will commence on the effective date, ***listed in section 1***, and remain in effect for three years from that date, unless revoked in accordance with Section 7.

7. **Revocation.**

Conservancy may revoke this License at will by having a written revocation notice delivered to RiverTree at least 30 days prior to the termination date specified in the notice.

8. **Exercise of Rights.**

In exercising the rights granted under this agreement, RiverTree must use reasonable care and may not unreasonably increase the burden on the Property.

9. **Schedule of Use.**

A. **Conservancy**

RiverTree shall provide ***72 hours' notice for special events, not to include activities listed in Exhibits B and C***, to the Conservancy of the proposed date, time, and place of scheduled activities ~~at least one month in advance of any proposed or scheduled authorized use, unless the Executive Officer permits a shorter notice period.~~ Said notice shall be made in writing via facsimile, hand delivery, mail or by utilizing the Conservancy's online request form (if form becomes unavailable requests may be emailed to ***info@sjrc.ca.gov*** and ***Cheryl.Moxley@sjrc.ca.gov***). ~~to rebecca.raus@sjrc.ca.gov.~~ Said notice shall not be deemed approved until RiverTree receives written approval by Conservancy. Said advance notice shall allow the Conservancy Executive Officer to determine if the proposed use is safe and appropriate given then-known conditions at the location, and to notify any lessees, regulatory interests, or others of the date and time of use. The Executive Officer, in ~~his or her~~ ***their*** sole and absolute discretion, may direct RiverTree to select an alternate location or time for the event, or may withhold permission for the proposed access. Scheduled activities approved may be later barred by the Executive Officer, in ~~his or her~~ ***their*** sole and absolute discretion, if site conditions change, new information about the conditions becomes available, or this License is revoked in accordance with Section 7. The Executive Officer, in ~~his or her~~ ***their*** sole and absolute discretion, shall make reasonable effort to accommodate proposed authorized activities. Permission for proposed activities that are consistent with the intent and authorized purposes shall not be unreasonably withheld, nor shall previously approved scheduled uses be unreasonably barred, relocated or rescheduled.

B. **Ball Ranch, Sycamore Island and Van Buren Properties**

Conservancy and the San Joaquin River Parkway and Conservation Trust, Inc. (hereafter referred to as "Parkway Trust") have entered into an agreement obligating Parkway Trust to operate and manage ***Ball Ranch***, Sycamore Island and the Van Buren properties, including managing all stewardship activities performed under license to the

Conservancy on the premises. The RiverTree shall provide notice to Parkway Trust of the proposed date(s), time and place of any and all proposed stewardship activities on Sycamore Island **and Ball Ranch**. Said notice shall be made in writing via facsimile, hand delivery, mail, or email 30 days in advance of any proposed activity. Said notice shall not be deemed approved until RiverTree receives written approval by Parkway Trust. Said notice shall allow Parkway Trust to determine if the proposed use is safe and appropriate given conditions at the location, and to notify the Conservancy, any lessees, regulatory interests, or others of the date and time of use. Parkway Trust or the Conservancy, in either's sole and absolute discretion, may direct RiverTree to select an alternate location or time for the activity, or may withhold permission for the proposed access. Scheduled activities approved may be later barred by Parkway Trust or the Conservancy, in either's sole and absolute discretion, if site conditions change, new information about the conditions becomes available, or this License is revoked in accordance with Section 7.

The Parkway Trust and the Conservancy shall make reasonable effort to accommodate proposed authorized activities. Permission for proposed activities that are consistent with the intent and authorized purposes of this License shall not be unreasonably withheld, nor shall previously approved scheduled uses be unreasonably barred, relocated or rescheduled.

C. ***Gibson Property – please refer to exhibit B***

D. ***Liddell Property – please refer to exhibit C***

10. **Notices.**

Any notices or statements herein requested or required to be given by one party to the other shall be in writing. Said notice shall not be deemed received until RiverTree receives written confirmation of receipt of notice from the Conservancy. Mailed notices should be sent to the Conservancy at ~~5469 East Olive Avenue, Fresno, California 93727~~ **PO Box 28338 Fresno, CA 93729**, and, if to RiverTree at ~~1509 E. Fallbrook Ave., Fresno, California 93720~~ **5850 W. Fallon, Fresno, CA 93722**. Either party hereto may by written notice change the address to which such notices or statements may be sent.

11. **Payment.**

In lieu of monthly payments for equipment storage, RiverTree shall provide the Conservancy with operations and maintenance services that are outlined in Exhibits B and C, Property Maintenance Plans.

12. **Special Provisions.**

RiverTree shall provide adequate supervision of each event from setup throughout event until cleanup, by assigning an employee or officer as the event supervisor. The supervisor shall perform a reconnaissance of the site immediately prior to use and shall be responsible for ensuring that potential hazards are avoided to the extent possible, including but not limited to any associated with vehicle access, parking, roadways, trails,

bridges, other improvements, river and pond banks, eroded slopes, debris, vectors, and venomous animals. The supervisor must maintain communications capability by ensuring there is a functional mobile phone in his or her possession during the event. The supervisor shall ensure the participants stay within agreed upon boundaries for the activity, and that they do not stray into other areas. The supervisor shall ensure the site is properly closed and locked after the event.

Minors participating as volunteers or as students must be enrolled in RiverTree's programs and be supervised at all times by qualified staff. Adult volunteers must be enrolled as such with the RiverTree.

RiverTree shall ensure that all waste generated by its activities under this License are properly removed from the Property and disposed at its expense.

RiverTree shall make adequate provisions for employee and participant restrooms and sanitation. At the Conservancy Executive Officer's sole discretion, portable restrooms, at the expense of RiverTree, may be required for longer or larger events.

RiverTree shall cooperate with the Conservancy to ensure that the burden of planning, expense, and coordination with lessees and other agencies, related to the activities authorized by this License is born by RiverTree.

RiverTree shall complete a Site Condition Report and provide it to the Conservancy after every site visit, event, and activity.

All fishing license requirements apply.

All boating and waterways regulations apply. For canoes and kayaks of any length one I, II, III, or V Coast Guard-approved Personal Flotation Device for each person must be on board the vessel. Further information regarding water safety can be found at <http://www.dbw.ca.gov/>.

13. Post-Activity Reports.

RiverTree shall provide the Conservancy a Property Inspection Report after every activity. The report shall include, but not be limited to, the number of participants and volunteer hours, location and general condition of the Property, and brief activity description. The Conservancy will provide the reporting format.

14. Improvements.

RiverTree shall place no improvements of any kind or nature on the Property without the written permission of the Conservancy first had and obtained. ***All approved improvements will become property of the Conservancy.***

15. Property Damage.

RiverTree shall be responsible for any and all damage to the Property, including but not

limited to fences, gates, and facilities therein, caused by the use thereof by RiverTree.

16. Indemnification and Insurance.

A. Conservancy.

The term "Conservancy," as used in this section, includes the San Joaquin River Conservancy, its members, officers, agents and/or employees, and the successors and assigns of any of them.

B. General.

RiverTree agrees to release, hold harmless, indemnify, and defend (with counsel approved by Conservancy) Conservancy from and against all liability, cost, and expense (including, without limitation, attorney's fees, in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

- (1) The use of the Property by RiverTree, its agents, employees, or any third party (other than an agent, employee or invitee of Conservancy), or
- (2) The RiverTree material breach of any provision of this License, to the extent not caused or contributed to by the negligence, active or passive or otherwise, of Conservancy, its employees, agents, invitees or any other person.

C. Environmental Impairment.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to RiverTree's use and occupancy thereof, RiverTree at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Conservancy or any third person, to the satisfaction of Conservancy (insofar as the property owned or controlled by Conservancy is concerned) and any governmental body having jurisdiction over the subject matter.

RiverTree shall indemnify, hold harmless, and defend Conservancy against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney's fees) incurred by Conservancy as a result of RiverTree's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the License term, except to the extent the liability, cost or expense is caused by the Conservancy.

D. Insurance.

Throughout the term of this License, RiverTree shall provide and maintain comprehensive general liability insurance, including but not limited to bodily injury and property damage insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 general aggregate, if used) and automobile liability insurance, for liability assumed by RiverTree under this License. RiverTree shall insure, or be a qualified self-insured, with respect to the applicable laws relating to workers' compensation coverage (California

Labor Code Section 3700), for all of employees, students, and participants engaged in the authorized activities on or about the Conservancy's facilities.

Such insurance shall be obtained from a company or companies authorized to transact business in the State of California. RiverTree shall provide the Conservancy with an endorsement or certificate with such policy or policies specifying that:

(a) The State of California, the San Joaquin River Conservancy, and its members, officers, agents and employees, are included as additional insureds for any liability resulting from, growing out of, or in any way connected with or incident to this License; and

(b) the insurance company or companies will provide the San Joaquin River Conservancy with a thirty-day written notice before canceling the insurance policy or policies acquired pursuant to this paragraph before reducing any liability coverage thereunder.

Prior to commencing work under this License, RiverTree shall furnish Conservancy with a copy of said endorsements or certificates.

Nothing in this License is intended to create in the public or any member thereof rights as a third- party beneficiary hereunder.

E. **Ball Ranch, Sycamore Island and Van Buren.**

For activities at **Ball Ranch, Sycamore Island and Van Buren**, RiverTree agrees to release and hold harmless both Conservancy and Parkway Trust from all liability, cost, and expense for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

(a) Use of the Property by RiverTree, his or her agents, employees, or any third party (other than an agent, employee or invitee of Conservancy or Parkway Trust), or

(b) RiverTree breach of any provision of this License, whether or not caused or contributed to by the negligence, active or passive or otherwise, of Conservancy, Parkway Trust, their employees, agents, invitees or any other person.

(c) The Parkway Trust may require that all persons participating in activities at Sycamore Island sign a Waiver of Liability and Assumption of Risk document in a form and content acceptable to Parkway Trust.

For activities on Sycamore Island, RiverTree shall provide Parkway Trust a certificate of insurance naming Parkway Trust as additional insured.

17. **License Non-assignable.**

This License is personal to RiverTree and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the

Property is created or vested in RiverTree by the grant of this License.

18. Termination of Occupancy.

After receipt of a notice of termination from Conservancy, on or before the effective date of termination specified in that notice, RiverTree shall remove all of its personal property from the Property and shall surrender possession of the Property to Conservancy in the condition provided to RiverTree, the natural and normal wear and tear excepted.

19. Compliance with Laws.

The RiverTree, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Conservancy.

The RiverTree shall obtain and comply with the terms and provisions of all licenses, permits, and approvals required by any local, regional, state, or federal organization with authority to regulate the activities of RiverTree under this License. The RiverTree shall comply with all regulations adopted by the Conservancy.

20. Media Contacts.

RiverTree shall obtain Conservancy approval prior to contacting representatives from the media regarding events scheduled on Conservancy property.

21. Default.

RiverTree shall be in default under this License if RiverTree fails or refuses to perform any covenant or condition.

If RiverTree fails to cure a default within five (5) days after notice from Conservancy to do so, Conservancy shall have the right, without further notice, and in addition to any other remedies Conservancy may have a law or equity, to revoke this License forthwith.

If party takes any steps or brings an action to compel performance of or to recover for breach of any term of this License, the losing party shall pay reasonable attorney's fees of the prevailing party, in addition to the amount of judgment and costs.

22. Nonwaiver.

Conservancy's failure to enforce or exercise its rights under any term, condition, or covenant of this License shall not be construed as a waiver of such rights or such term, covenant, or condition.

23. Entire Agreement.

This Agreement constitutes the entire agreement between Conservancy and RiverTree relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License are of no force and effect. Any amendment to this License shall be of no force and effect unless it is in writing and signed by the Conservancy and RiverTree.

CONSERVANCY:

Date:

San Joaquin River Conservancy
Kari Daniska, Executive Officer

RiverTree:

Date:

RiverTree Volunteers, Inc.
Charles Kroeger, ~~President~~ **Executive Officer**



Exhibit A

SAN JOAQUIN RIVER CONSERVANCY

Volunteer Duty Statement

Name of Organization: RiverTree Volunteers, Inc. (RiverTree)

Purpose: To provide volunteer stewardship and education services for state-owned property under the jurisdiction of the conservancy, and to support Parkway fund-raising activities within the San Joaquin River Parkway. RiverTree-supervised stewardship activities include but are not limited to litter and debris cleanup from the river and surrounding Conservancy-owned property, gate security, invasive plant management, minor repairs, reposting signs, species and aquatic monitoring, and special maintenance related to events and special activities conducted pursuant to the License; and supervised fee and donation-supported educational outreach and field study activities, including events and programs for children, older students, and adults.

Duties: Under the direct supervision of the RiverTree project coordinators, volunteers will provide various services, including (but not limited to) the following: guided walks, educational field trips, assistance in staging events and subsequent cleanup, manual labor to perform litter and illegal dumping cleanup, fence removal, invasive species removal, revegetation, tree planting and other duties appropriate to the purposes described above. Duties will include supervising event/field trip/nature walk guests, pulling weeds, raking, hoeing, shoveling, lifting tires and debris, and placing in dumpsters. All volunteers will be properly trained before commencing work. All tools used by volunteers shall be maintained in a clean and safe working condition. Volunteers shall wear protective clothing as appropriate for the assigned task, such as eye protection, work gloves, hats, safety vests, and boots. Flotation devices shall be provided for all activities involving canoeing, kayaking, stand-up paddle boarding, and as necessary to protect volunteer safety in the water.

Skills/Qualifications: Volunteers should possess the physical agility and strength to routinely perform the physical tasks. The project coordinator is responsible for ensuring the activity matches the age, ability, training and experience of the volunteer.

Restrictions: Use of heavy equipment such as backhoe, skip loader, tractors, power mowers, chain saws, log splitters and powered equipment will only be allowed for RiverTree staff and volunteers trained in the safe use of such equipment and outfitted with appropriate safety gear. Such equipment must be delivered and operated only by

those eighteen years of age or older, and liability coverage for personal injury and property damage shall be provided naming the Conservancy as additional insured. Vehicles shall be used on-site only under the direction of the project coordinator. The driver must be currently licensed and at least 18 years of age. All vehicles must be covered by automobile liability insurance with limits that meet or exceed requirements of the state and shall be marked with magnetic placards clearly displaying the RiverTree name. Volunteers shall not move materials that may contain hazardous materials, such as demolition debris that has not been determined to be free of asbestos, or drums or containers that may contain unknown waste materials.

Reports to: The volunteers shall report to and work under the leadership and supervision of the RiverTree project coordinators.

Time: As scheduled by the project coordinator and approved by the Conservancy. Access to Conservancy property by volunteers is only for the duration of Conservancy-authorized events.

Training: Training shall be provided by the project coordinators. Volunteers shall receive training appropriate for the activity. A safety briefing will be conducted prior to each event. The safety briefing shall include, but not limited to, proper use of hand tools and safe lifting techniques. The project coordinator shall be responsible for providing instruction on water, canoe, kayak, and stand-up paddleboard safety and the proper use of tools such as grappling hooks and grabbing tools for canoeing.



Exhibit B

SAN JOAQUIN RIVER CONSERVANCY

Property Maintenance Plan –

Name of Organization: RiverTree Volunteers, Inc.

Purpose:

The Property Maintenance Plan (Plan) is intended to provide a background and overview of the property's operation, maintenance, and other requirements to implement property maintenance goals. The Plan will also serve as a planning aid for annual budget/operations and serve as a guide for appropriate volunteer and public uses for the property.

Property Background:

The State of California is the owner of certain real property (Fresno County Assessor's Parcel Number: 301-021-11), informally referred to as the Gibson Property, referred to herein as the "Property", under the management jurisdiction of the Conservancy within the San Joaquin River Parkway.

The Property has a one story, 2,741 square foot single-family dwelling with a 207 square foot enclosed patio and a 720 square foot three car garage. There is a 20-HP pump and well located adjacent to the house at the east end of the Property.

Property maintenance will be contained within the house, patio, garage, and fenced in area surrounding the residential house. No work is to be expected or performed outside of the fenced area.

The property has not undergone any safety inspections. The roof, electrical, doors, windows, and appliances have not been tested by a licensed inspector. Water is not tested for safe consumption. Trash services are not available on site, please pack it in and pack it out. No pest services are provided by the Conservancy. The property is not regularly patrolled by law enforcement.

All persons entering the property shall park in a safe weed-free area within the fencing. Gates must be closed and locked prior to performing any maintenance work or volunteer activities.

Conservancy will pay the monthly electric bill.

RiverTree must provide and maintain their own lock at their expense.

Current Status of Operation and Maintenance:

The Property is currently closed to the public, unoccupied and not regularly maintained by the Conservancy.

Scouts Troop 301 has a 30-day Letter Permit with the Conservancy to use the single-family dwelling and surrounding property and intends to pursue a 3-year license agreement. Scout Troops have first priority to conducting activities on the property on Monday evenings.

Annual Property Maintenance Goals:

Immediate Work Required:

- Deep Clean 3-Car Garage
 - Vacuum/sweep, remove cobwebs and debris, clean the windows.
- Repair, Replace, or Make Improvements
 - Assess the condition of the security locks and windows and propose alternatives to the Conservancy for review and written approval.
 - All improvements will become property of the Conservancy.
- Wash and Repair the Exterior of the Single-Family Dwelling and 3-Car Garage
 - Power wash exterior and perform minor touch-up repairs.

First 6 months:

- Repair, Replace, or Remove
 - Assess the condition of the garage door openers and propose alternatives to the Conservancy for review and written approval.
 - All improvements will become property of the Conservancy.
 - Work with other volunteer groups and the Conservancy to install drought tolerant landscape, property improvements, and provide interior house repairs.
 - Develop a plan for landscaping, to include an irrigation plan and the vegetation to be installed.
 - Draft a recommended maintenance plan once native garden is installed. Drought tolerant landscaping will encourage the use of native vegetation and require minimal water and minimal upkeep.
 - Property improvements may include rebuilding garden beds, walkways, benches, and shade areas. Interior house repairs will be coordinated and proposed to the Conservancy for review and written approval with the Scouts Troop 301
 - Remove unwanted logs from the property.
 - Chipping undesirable limbs and vegetation and reusing the chips on site is desirable.

Year One of the Agreement:

- Develop and submit Special Projects Plan to the Executive Officer for review and written approval prior to implementation of special projects
 - The Special Projects Plan will identify any additional maintenance, projects, or other actions to improve and/or maintain the facility.

- The Special Projects Plan will include a proposed timeline for project implementation and completion, beginning in year two.
- Routinely clean the interior of the 3-car garage and maintain property per identified Plans

Year Two and Three of Agreement:

- Routinely clean the interior of the 3-car garage and maintain property in accordance with the Plans identified above
- Implement Special Projects Plan

Reporting:

RiverTree representatives will submit a written progress report on property maintenance to the Executive Officer on July 1 and Jan 1 every year for the duration of this agreement.

Training:

Training shall be provided by RiverTree representatives. Volunteers shall receive training appropriate for the activity or project to be completed. A safety briefing will be conducted prior to each event or initiating a project. The safety briefing shall include, but not limited to, proper use of hand tools and safe lifting techniques, as necessary.



Exhibit C

SAN JOAQUIN RIVER CONSERVANCY

Property Maintenance Plan

Name of Organization: RiverTree Volunteers, Inc.

Purpose:

The Property Maintenance Plan (Plan) is intended to provide a background and overview of the property's operation, maintenance, and other requirements to implement property maintenance goals. The Plan will also serve as a planning aid for annual budget/operations and serve as a guide for appropriate volunteer and public uses for the property.

Property Background:

The State of California is the owner of certain real property (Fresno County Assessor's Parcel Number: 502-020-43ST informally referred to as the Liddell Property, referred to herein as the "Property", under the management jurisdiction of the Conservancy within the San Joaquin River Parkway.

RiverTree must provide and maintain their own lock at their expense.

Current Status of Operation and Maintenance:

The Property is currently closed to the public, unoccupied and not regularly maintained by the Conservancy.

No water, toilet or trash service is provided on the property. Please pack it in and pack it out. No regularly scheduled safety patrols are performed by law enforcement in the area.

All vehicles entering property must display the organizations name using decals on the exterior or on the dashboard or utilized the volunteer dashboard display provided by the Conservancy. A copy of this maintenance plan shall be carried with any person entering the property.

All persons entering the property shall park in a safe weed-free area within the fencing. Gates must be closed and locked prior to performing any maintenance work or volunteer activities.

Annual Property Maintenance Goals:

On-going maintenance:

- Water existing planted trees and pollinator plants 1-3 days a week during the hotter months until plants can survive without additional watering.
- Perform trash removal one day a week
- Check for trash in areas that appear safe and free of trespassers
- Empty trash from trash receptacle at the bottom of Polk Road.
- Replace with fresh trash bag at RiverTree's expense
- Trim low hanging limbs along roadways as needed and time allows
- Report gate and fence issues promptly when found to the Conservancy
- Perform invasive species removal
- Perform weed abatement along the existing dirt roadways during the spring (and fall if needed) at minimum, once annually, by May 30.
- In the case that The Fresno Fire Department recommends fire abatement in other areas on the property, Conservancy staff and RiverTree Volunteers will discuss and cooperatively agree on the best means for the performing the additional work utilizing the resources available.

Year One of the Agreement:

- Develop and submit Special Projects or Vegetation Planting Plan to the Executive Officer for review
- Continue discussion on the potential for piloting a paddling program, seasonally in the ponds.

Reporting:

RiverTree representatives will submit a written progress report on property maintenance to the Executive Officer on July 1 and Jan 1 every year for the duration of this agreement.

Training:

Training shall be provided by RiverTree representatives. Volunteers shall receive training appropriate for the activity or project to be completed. A safety briefing will be conducted prior to each event or initiating a project. The safety briefing shall include, but not limited to, proper use of hand tools and safe lifting techniques, as necessary.




AGENDA ITEM

August 7, 2024

Item: E-4

To: San Joaquin River Conservancy Governing Board

From: Kari Daniska, Executive Officer 

Subject: **ACTION ITEM:** Authorize Executive Officer to Issue New License Agreement for Boy Scouts of America, Troop 301 Sequoia Council.

RECOMMENDATION:

Conservancy staff recommends the Conservancy Governing Board authorize the Executive Officer to issue a License Agreement between the San Joaquin River Conservancy and Boy Scouts of America, Troop 301, Sequoia Council.

SUMMARY:

On May 30, 2024, the San Joaquin River Conservancy (Conservancy) entered into a letter permit and property maintenance plan with Boy Scouts of America, Troop 301, Sequoia Council (Troop 301) for 6 calendar days in the month of June (Attachment 1). A letter permit may be executed by the Conservancy's Executive Officer for short-term activities fewer than 30 days in a calendar year, for activities that include but are not limited to research, mapping, surveying, education, environmental stewardship, and other similar beneficial public services. The letter permit and property maintenance plan were amended on July 3, 2024, to include an additional 9 calendar days for the months of July and August (Attachment 2).

The letter permits are for the use of certain real property, Fresno County Assessor's Parcel Number: 301-021-11, also known as the "Gibson" property. The Gibson property, located at 11111 Old Friant Rd. Fresno, CA, 93730, has been made available to Troop 301 as a weekly meeting space and was offered 'as is' with no promised improvements made by the Conservancy. Any property improvements by Troop 301 requires prior written Conservancy approval and all approved improvements will become property of the Conservancy. Conservancy staff has also granted permission to Troop 301 for storage of equipment used for San Joaquin River projects.

Prior to the execution of the letter permits with Troop 301, the Gibson Property was not adequately maintained by Conservancy staff. However, in the short time that Troop 301

has been permitted to meet on and maintain the property, the Gibson house and property appears to be well cared for and maintained The Conservancy's partnership with Troop 301 has been of tremendous importance and value (see figures below).

Figures 1 & 2: Before June 1, 2024, Clean Up Event



Figures 3 & 4: After June 1, 2024 Clean Up Event



Due to the need to maintain this Conservancy owned property, the lack of available funding and staff for adequate maintenance, and the clear benefits from the Troop 301 letter permits and property maintenance plan, Conservancy staff recommends the Conservancy Governing Board authorize the Executive Officer to execute a license agreement between the San Joaquin River Conservancy and Troop 301 for a term of three (3) years.

License agreements may be issued by the San Joaquin River Conservancy Governing Board to an appropriate group, organization, business, or agency to allow their agents and participants to enter units, including those that are otherwise closed to the public, to conduct activities and programs for educational, recreational, tribal, and resource management and similar beneficial public service purposes.

Conservancy staff have prepared a proposed license agreement for the Conservancy Governing Boards consideration (Attachment 3). The license agreement will allow Troop 301 to meet and store equipment at the Gibson property in addition to providing stewardship and education programs.

Prior to issuance, the Conservancy's Legal Counsel will review the proposed license agreement and make any necessary modifications or revisions.

For additional information, you may direct your inquiries to Kari Daniska at kari.daniska@sjrc.ca.gov.

Attachments: June Troop 301 Letter Permit and Maintenance Agreement
July and August Troop 301 Letter Permit and Maintenance Agreement
Proposed License Agreement and Maintenance Agreement



THE STATE OF CALIFORNIA
RESOURCES AGENCY
SAN JOAQUIN RIVER CONSERVANCY

LICENSE AGREEMENT
Troop 301, Sequoia Council, Scouts BSA
Stewardship and Education Programs

1. Identification of Parties.

This License Agreement is entered into on _____, 2024, by and between the San Joaquin River Conservancy, hereafter referred to as "Conservancy," and Troop 301, Sequoia Council, Scouts BSA, hereafter referred to as "Troop 301."

2. Description of Property.

The State of California is the owner of certain real property, known as Property (Fresno County Assessor's Parcel Number: 301-021-11, under the management jurisdiction of the Conservancy within the San Joaquin River Parkway, hereafter referred to as "Parkway", as defined in the San Joaquin River Conservancy Act (Public Resources Code section 32500 et seq.) situated in Fresno County, California, hereafter referred to as the "Property".

3. Consideration.

The consideration for this agreement is the public benefit, and the furtherance of the goals and policies of the San Joaquin River Conservancy Act to provide for conservation of and education about the natural, cultural, and recreational resources within the Parkway.

4. Grant of License.

Conservancy grants Troop 301 a License (hereafter referred to as "the License") to enter and use the Property for the following purposes. Troop 301 may not use the Property for any other purpose or business without obtaining Conservancy's prior written consent.

A. Weekly Meetings

Troop 301 desire to access and use the Property for weekly meeting space with troops. Meetings will generally be held inside the residence, and outside when the weather permits. The Troop will be broken up into smaller groups, with rotating class schedules, and will require the use of the smaller rooms inside of the residence. Bathroom facilities and use of the refrigerator will also be made available for troop use.

B. Stewardship and Education Program

Troop 301-supervised stewardship activities, including but not limited to, litter and debris cleanup from the river and surrounding Conservancy-owned property, gate security, minor repairs, reposting signs, species and aquatic monitoring, and special maintenance related to events and special activities conducted pursuant to the License. Troop 301-supervised fee and donation-supported recreation, educational outreach, and field study activities, including events and programs for children, older students, and adults. Troop 301 shall ensure that all activities are scheduled in advance with the Conservancy and posted on the Conservancy's Stewardship Calendar. Pre-activity, and pre-event site reconnaissance by event coordinators shall also be scheduled in advance with the Conservancy and posted on the Stewardship Calendar.

Troop 301 may not use the Properties for any other purpose or business without obtaining Conservancy's prior written consent.

B. Volunteer Duty Statement.

Activities shall conform to Exhibit A, Volunteer Duty Statement.

5. Independent Entity.

In exercising the rights granted by, and requirements of, this License, Troop 301 is an independent entity, and its agents and employees are not contractors or agents of the Conservancy.

6. Term of License.

The License will commence on the effective date and shall remain in effect for three year, unless revoked in accordance with Section 7.

7. Revocation.

Conservancy may revoke this License at will by having a written revocation notice delivered to Troop 301 at least 30 days prior to the termination date specified in the notice.

8. Exercise of Rights.

In exercising the rights granted under this agreement, Troop 301 must use reasonable care and may not unreasonably increase the burden on the Property.

9. Schedule of Use.

A. Conservancy

Troop 301 shall provide notice to the Conservancy of the proposed date, time, and place of scheduled activities at least 72 hours in advance of any proposed or scheduled authorized use, unless the Executive Officer permits a shorter notice period. Said notice shall be made in writing via facsimile, hand delivery, mail or email to info@sjrc.ca.gov. Said notice shall not be deemed approved until Troop 301 receives written approval by Conservancy. Said advanced notice shall allow the Conservancy Executive Officer to determine if the proposed use is safe and appropriate given then-known conditions at the location, and to notify any lessees, regulatory interests, or others of the date and time of use. The Conservancy Executive Officer, in their sole and absolute discretion, may direct the Troop to select an alternate location or time for the event, or may withhold permission for the proposed access. Scheduled activities approved may be later barred by the Conservancy Executive Officer, in their sole and absolute discretion, if site conditions change, new information about the conditions becomes available, or this License is revoked in accordance with Section 7. The Conservancy Executive Officer, in their sole and absolute discretion, shall make reasonable effort to accommodate proposed authorized activities. Permission for proposed activities that are consistent with the intent and authorized purposes shall not be unreasonably withheld, nor shall previously approved scheduled uses be unreasonably barred, relocated, or rescheduled.

10. Notices.

Any notices or statements herein requested or required to be given by one party to the other shall be in writing. Said notice shall not be deemed received until Scouts Troop 301 receives written confirmation of receipt of notice from the Conservancy. Mailed notices should be sent to the Conservancy at PO Box 28338 Fresno, CA 93729, and, if to Scouts Troop 301 at 6005 N Tamera Ave, Fresno, CA 93711. Either party hereto may by written notice change the address to which such notices or statements may be sent.

11. Payment.

In lieu of monthly payments, Troop 301 shall provide the Conservancy with operations and maintenance services that are outlined in Exhibit B, Property Maintenance Plan.

12. Special Provisions.

Troop 301 shall provide adequate supervision of the event from setup throughout the event until cleanup, by assigning an employee, officer, or volunteer as the event supervisor. The supervisor shall perform a reconnaissance of the site immediately prior to use, and shall be responsible for ensuring that potential hazards are avoided to the extent possible, including but not limited to any associated with vehicle access, parking, roadways, trails, bridges, other improvements, river and pond banks, eroded slopes, debris, vectors, and venomous animals. The supervisor must maintain communications capability by ensuring there is a functional mobile phone in his or her possession during the event. The supervisor shall

ensure the participants stay within agreed upon boundaries for the activity, and that they do not stray into other areas. The supervisor shall ensure the site is properly closed and locked after the event.

Minors participating as volunteers or as students must be enrolled in Troop 301 programs or have a legal guardian sign Volunteer Duty Statement (Exhibit A). All Volunteers and/or students must be supervised at all times by qualified staff. Adult volunteers must be enrolled as such with Troop 301.

Troop 301 shall ensure that all waste generated by its activities under this License are properly removed from the Property and disposed at its expense.

Troop 301 shall make adequate provisions for employee and participant restrooms and sanitation. At the Conservancy Executive Officer's sole discretion, portable restrooms, at the expense of Troop 301, may be required for longer or larger events.

Troop 301 shall cooperate with the Conservancy to ensure that the burden of planning, expense, and coordination with lessees and other agencies, related to the activities authorized by this License is borne by Troop 301.

Troop 301 shall complete a Site Condition Report and provide it to the Conservancy after every site visit, event, and activity unless otherwise directed by the Conservancy.

All fishing license requirements apply.

All boating and waterways regulations apply. For canoes and kayaks of any length one I, II, III, or V Coast Guard-approved Personal Flotation Device for each person must be on board the vessel. Further information regarding water safety can be found at <http://www.dbw.ca.gov/>.

Troop 301 shall obtain any necessary special event permits that are required by the local agencies before hosting fund-raising events.

13. Post-Activity Reports.

Scouts Troop 301 shall provide the Conservancy with a Property Inspection Report after every activity. The report shall include, but not be limited to, the number of participants and volunteer hours, general condition of the property, and brief activity description. The Conservancy will provide the reporting format.

14. Improvements.

Troop 301 shall place no improvements of any kind or nature on the Property without the written permission of the Conservancy first had and obtained. All approved improvements will become property of the Conservancy.

15. Property Damage.

Troop 301 shall be responsible for any and all damage to the Property, including but not limited to, fences, gates, and facilities therein, caused by the use thereof by Troop 301.

16. Indemnification and Insurance.

A. Conservancy.

The term "Conservancy" as used in this section, includes the San Joaquin River Conservancy, its members, officers, agents and/or employees, and the successors and assigns of any of them.

B. General.

Troop 301 agrees to release, hold harmless, indemnify and defend (with counsel approved by Conservancy) Conservancy from and against all liability, cost and expense (including, without limitation, attorney's fees, in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

- a) The use of the Property by Troop 301, its agents, employees, or any third party (other than an agent, employee, or invitee of Conservancy), or
- b) Troop 301 material breach of any provision of this License, to the extent not caused or contributed to by the negligence, active or passive or otherwise, of Conservancy, its employees, agents, invitees or any other person.

C. Environmental Impairment.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Troop 301's use and occupancy thereof, Troop 301, at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Conservancy or any third person, to the satisfaction of Conservancy (insofar as the property owned or controlled by Conservancy is concerned) and any governmental body having jurisdiction over the subject matter.

Troop 301 shall indemnify, hold harmless and defend Conservancy against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney's fees) incurred by Conservancy as a result of Troop 301's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the License term, except to the extent the liability, cost or expense is caused by the Conservancy.

D. Insurance.

Throughout the term of this License, Troop 301 shall provide and maintain comprehensive general liability insurance, including but not limited to bodily injury and property damage insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 general aggregate, if used) and automobile liability insurance, for liability assumed by Troop 301 under this License.

Troop 301 shall insure, or be a qualified self-insured, with respect to the applicable laws relating to workers' compensation coverage (California Labor Code Section 3700), for all employees, students, and participants engaged in the authorized activities on or about the Conservancy's facilities. Troop 301 shall maintain Employer's Liability insurance coverage in the amount of, at least, \$1,000,000 per accident for bodily injury and disease. Licensee shall maintain volunteer accident insurance in the amount of at least \$75,000 per accident.

Such insurance shall be obtained from a company or companies authorized to transact business in the State of California. Prior to commencing work under this License. Troop 301 shall provide the Conservancy with an endorsement or certificate for such policy or policies specifying that:

(a) the San Joaquin River Conservancy, and its members, officers, agents and employees, are included as additional insureds for any liability resulting from, growing out of, or in any way connected with or incident to this License; and

(b) the San Joaquin River Conservancy and the State of California are not responsible for premiums and assessments on the insurance policy.

(c) The insurance company or companies shall provide the San Joaquin River Conservancy with a thirty-day written notice before canceling the insurance policy or policies acquired pursuant to this paragraph before reducing any liability coverage thereunder.

Troop 301 hereby warrants that it will not cancel or reduce its insurance coverage without prior written notice to the Conservancy, and that it will immediately notify the Conservancy in writing of any cancellation of coverage initiated by the insurer.

Nothing in this License is intended to create in the public or any member thereof rights as a third-party beneficiary hereunder.

17. License Non-assignable.

This License is personal to Troop 301 and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Troop 301 by the grant of this License.

18. Termination of Occupancy.

After receipt of a notice of termination from Conservancy, Troop 301, on or before the effective date of termination specified in that notice, Troop 301 shall remove all of its personal property from the Property and shall surrender possession of the Property to Conservancy in the condition provided to Troop 301, the natural and normal wear and tear excepted.

19. Compliance with Laws.

Troop 301 at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Conservancy.

Troop 301 shall obtain and comply with the terms and provisions of all licenses, permits, and approvals required by any local, regional, state, or federal organization with authority to regulate the activities of Troop 301 under this License. Troop 301 shall comply with all regulations adopted by the Conservancy.

20. Media Contacts.

Troop 301 shall coordinate with the Conservancy prior to contacting representatives from the media regarding events scheduled on the Property or any other Conservancy properties. Any events that are media focused shall be approved by the Conservancy in writing prior to contacting the media.

21. Default.

Troop 301 shall be in default under this License if Troop 301 fails or refuses to perform any covenant or condition.

If Troop 301 fails to cure a default within five (5) days after notice from Conservancy to do so, Conservancy shall have the right, without further notice, and in addition to any other remedies Conservancy may have at law or equity, to revoke this License forthwith.

If either party takes any steps or brings an action to compel performance of or to recover for breach of any term of this License, the losing party shall pay reasonable attorney's fees of the prevailing party, in addition to the amount of judgment and costs.

22. Nonwaiver.

Conservancy's failure to enforce or exercise its rights under any term, condition or covenant of this License shall not be construed as a waiver of such rights or such term, covenant or condition.

23. Entire Agreement.

This Agreement constitutes the entire agreement between Conservancy and Troop 301 relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License are of no force and effect. Any amendment to this License shall be of no force and effect unless it is in writing and signed by the Conservancy and Troop 301.

CONSERVANCY:

Date:

San Joaquin River Conservancy
Kari Daniska, Executive Officer

Troop 301:

Date:

Troop 301, Sequoia Council, Scouts BSA
Vincent Johnston, Charter Organization Representative



Exhibit A

SAN JOAQUIN RIVER CONSERVANCY

Volunteer Duty Statement

Name of Organization: Troop 301, Sequoia Council, Scouts BSA

Purpose: To provide volunteer stewardship and education services for state-owned property under the jurisdiction of the Conservancy. Troop 301 supervised stewardship activities include but are not limited to litter and debris cleanup from the river and surrounding Conservancy-owned property, gate security, invasive plant management, minor repairs, reposting signs, species and aquatic monitoring, and special maintenance related to events and special activities conducted pursuant to the License; and supervised fee and donation-supported educational outreach and field study activities, including events and programs for children, older students, and adults.

Duties: Under the direct supervision of the Troop 301 project coordinators, volunteers will provide various services, including (but not limited to) the following: guided walks, educational field trips, assistance in staging events and subsequent cleanup, manual labor to perform litter and illegal dumping cleanup, fence removal, invasive species removal, revegetation, tree planting and other duties appropriate to the purposes described above. Duties will include supervising event/field trip/nature walk guests, pulling weeds, raking, hoeing, shoveling, lifting tires and debris, and placing in dumpsters. All volunteers will be properly trained before commencing work. All tools used by volunteers shall be maintained in a clean and safe working condition. Volunteers shall wear protective clothing as appropriate for the assigned task, such as eye protection, work gloves, hats, safety vests, and boots. Flotation devices shall be provided for all activities involving canoeing, kayaking, stand-up paddle boarding, and as necessary to protect volunteer safety in the water.

Skills/Qualifications: Volunteers should possess the physical agility and strength to routinely perform the physical tasks. The project coordinator is responsible for ensuring the activity matches the age, ability, training, and experience of the volunteer.

Restrictions: Use of heavy equipment such as backhoe, skip loader, tractors, power mowers, chain saws, log splitters and powered equipment will only be allowed for Troop 301 staff and volunteers trained in the safe use of such equipment and outfitted with appropriate safety gear. Such equipment must be delivered and operated only by those eighteen years of age or older, and liability coverage for personal injury and property

damage shall be provided naming the Conservancy as additional insured. Vehicles shall be used on-site only under the direction of the project coordinator. The driver must be currently licensed and at least 18 years of age. All vehicles must be covered by automobile liability insurance with limits that meet or exceed requirements of the state and shall be marked with magnetic placards displaying Troop 301 name. Volunteers shall not move materials that may contain hazardous materials, such as demolition debris that has not been determined to be free of asbestos, or drums or containers that may contain unknown waste materials.

Reports to: The volunteers shall report to and work under the leadership and supervision of the Troop 301 project coordinators.

Time: As scheduled by the project coordinator and approved by the Conservancy. Access to Conservancy property by volunteers is only for the duration of Conservancy- authorized events.

Training: Training shall be provided by the project coordinators. Volunteers shall receive training appropriate for the activity. A safety briefing will be conducted prior to each event. The safety briefing shall include, but not limited to, proper use of hand tools and safe lifting techniques. The project coordinator shall be responsible for providing instruction on water, canoe, kayak, and stand-up paddleboard safety and the proper use of tools such as grappling hooks and grabbing tools for canoeing.



Exhibit B

SAN JOAQUIN RIVER CONSERVANCY

Property Maintenance Plan

Name of Organization: Troop 301, Sequoia Council, Scouts BSA

Purpose: The Property Maintenance Plan (Plan) is intended to provide a background and overview of the property's operation, maintenance, and other requirements to implement property maintenance goals. The Plan will also serve as a planning aid for annual budget/operations and serve as a guide for appropriate public uses for the property.

Property Background:

The State of California is the owner of certain real property, known as Gibson Property (Fresno County Assessor's Parcel Number: 301-021-11, under the management jurisdiction of the Conservancy within the San Joaquin River Parkway.

The Gibson house is a one-story, 2,741 square foot single-family dwelling with a 207 square foot enclosed patio and a 720 square foot three-car garage. There is a 20-HP pump and well located adjacent to the house at the east end of the property.

Current Status of Operation and Maintenance:

The Gibson Property is currently unoccupied and not regularly maintained by the Conservancy.

Annual Property Maintenance Goals:

Immediate Work Required:

- Deep Clean Home Interior
 - Vacuum/mop/sweep, remove cobwebs and debris, clean the windows, bathrooms, and kitchen.
- Weed Abatement of Exterior
 - Weed front driveway, roundabout, and sides of the house (30ft defensible space).
 - Green waste may be composted on-site or disposed of in the green waste dumpster located at the Lanes Property.

First 6 months:

- Install Front Door Keypad and Curtains

- Keypad will be installed at no cost to the Conservancy and the entry code will be provided to the Conservancy.
 - Curtains will be sourced and installed in the house at no cost to the Conservancy.
 - The keypad and curtains will become property of the Conservancy.
- Develop a Master Yard and Garden Plan
 - The Master Yard and Garden Plan will be a comprehensive plan that includes improvement goals for the back and front yards in addition to the garden area.
 - The Master Yard and Garden Plan will include a proposed timeline for project implementation and completion.
 - The Master Yard and Garden Plan will be approved in advance and in writing by the Conservancy.
- Develop Weed Abatement Plan and Schedule
 - If herbicides will be used for weed abatement, prior written-approval from the Conservancy is required.
 - The Weed Abatement Plan and Schedule will be approved in advance and in writing by the Conservancy.

First Year of Agreement:

- Develop and submit Special Projects Plan to the Executive Officer for review and written approval prior to implementation of special projects
 - The Special Projects Plan will identify any additional maintenance, projects, or other actions to improve and/or maintain the facility.
 - The Special Projects Plan will include a proposed timeline for project implementation and completion, beginning in year two.
 - The Special Projects Plan may include any painting/plumbing/electrical work or other projects that are at a Scout-appropriate level.
- Implementation of garden portion of Master Yard and Garden Plan
- Routinely clean the interior of the house and maintain property per identified Plans

Year Two and Three of Agreement:

- Routinely clean the interior of the house and maintain property in accordance with the Plans identified above
- Implementation of yard portion of Master Yard and Garden Plan
 - Build and place benches in front yard roundabout
 - Build and place picnic tables in backyard
- Implement Special Projects Plan

Reporting: Troop 301 project coordinators will submit a written progress report on property maintenance to the Executive Officer on July 1 and January 1 every year for the duration of this agreement.

Training: Training shall be provided by the project coordinators. Volunteers shall receive training appropriate for the activity or project to be completed. A safety briefing will be conducted prior to each event or initiating a project. The safety briefing shall include, but not limited to, proper use of hand tools and safe lifting techniques, as necessary.




AGENDA ITEM

August 7, 2024

Item: E-5

To: San Joaquin River Conservancy Governing Board

From: Kari Daniska, Executive Officer 

Subject: **ACTION ITEM:** Authorize Executive Officer to Issue New License Agreement for Fresno Canoe and Kayak Club.

RECOMMENDATION:

Conservancy staff recommends the Conservancy Governing Board authorize the Executive Officer to issue a license agreement between the San Joaquin River Conservancy and the Fresno Canoe and Kayak Club.

SUMMARY:

License agreements may be issued by the San Joaquin River Conservancy Governing Board to an appropriate group, organization, business, or agency to allow their agents and participants to enter units, including those that are otherwise closed to the public, to conduct activities and programs for educational, recreational, tribal, and resource management and similar beneficial public service purposes.

The Fresno Canoe and Kayak Club has requested a license agreement to conduct educational and environmental stewardship activities on Conservancy properties. Conservancy staff have prepared a proposed license agreement for the Conservancy Governing Boards consideration (Attachment 1).

Due to the need to maintain Conservancy owned properties, the lack of available funding and staff for adequate maintenance, and the clear benefits from a partnership with the Fresno Canoe and Kayak Club, Conservancy staff recommends the Conservancy Governing Board authorize the Executive Officer to execute a new license agreement between the San Joaquin River Conservancy and Fresno Canoe and Kayak Club for a term of three (3) years.

Prior to issuance, the Conservancy's Legal Counsel will review the proposed license agreement and make any necessary modifications or revisions. Additionally, Fresno Canoe and Kayak Club will provide a certificate of liability insurance naming the Conservancy as an additional insured.

The Conservancy's partnership with Fresno Canoe and Kayak Club has been of tremendous importance and value and will continue to be with the issuance of a license agreement. Photos of several un-homed encampment cleanups near Conservancy owned property that were performed by Fresno Canoe and Kayak Club are included below.



For additional information, you may direct your inquiries to Kari Daniska at kari.daniska@sjrc.ca.gov.

Attachments: Proposed Fresno Canoe and Kayak Club License Agreement



**THE STATE OF CALIFORNIA
RESOURCES AGENCY
SAN JOAQUIN RIVER CONSERVANCY**

**LICENSE AGREEMENT
Fresno Canoe and Kayak Club
Stewardship and Education Programs**

1. Identification of Parties.

This License Agreement is entered into on _____, by and between the San Joaquin River Conservancy (hereafter referred to as "Conservancy") and Fresno Canoe and Kayak Club (hereafter referred to as "Fresno Canoe and Kayak Club").

2. Description of Property.

The State of California is the owner of certain real property, under the management jurisdiction of the Conservancy within the San Joaquin River Parkway, as defined in the San Joaquin River Conservancy Act (Public Resources Code section 32510), situated in Fresno and Madera Counties, California (hereafter referred to as the "Property").

3. Consideration.

The consideration for this agreement is the public benefit, and the furtherance of the goals and policies of the San Joaquin River Conservancy Act to provide for conservation of and education about the natural, cultural, and recreational resources within the Parkway.

4. Grant of License.

Conservancy grants to Fresno Canoe and Kayak Club a License (hereafter referred to as the "License") to enter and use the Property for the following purposes: a) Fresno Canoe and Kayak Club-supervised stewardship activities, including but not limited to, litter and debris cleanup from the river and surrounding Conservancy-owned property, graffiti removal, gate security, invasive plant management, minor repairs, reposting signs, species and aquatic monitoring, and special maintenance related to events and special activities conducted pursuant to the License; and b) Fresno Canoe and Kayak Club-supervised free, fee, and donation-supported educational outreach, as well as recreational and field study activities, including events and programs for children, older students, and adults. Fresno Canoe and Kayak Club shall at all times enforce the

Volunteer Duty Statement and ensure that all volunteer activities are scheduled in advance with the Conservancy and posted on the Conservancy's Stewardship Calendar. Pre-activity, pre-event site reconnaissance by event coordinators shall also be scheduled in advance with the Conservancy and posted on the Stewardship Calendar. Volunteer activities shall conform to Exhibit A, Duty Statement.

Events held for the primary purpose of raising funds, including in particular events that may involve alcoholic beverages, are not covered under this License. Events held for the purpose of political campaigns and/or political fund-raising are prohibited.

Fresno Canoe and Kayak Club may not use the Property for any other purpose or business without obtaining Conservancy's prior written consent.

In exercising the rights granted by, and requirements of, this License, Leadership Forum is an independent entity, and its agents and employees are not contractors or agents of the Conservancy.

5. Independent Entity.

In exercising the rights granted by, and requirements of, this License, Fresno Canoe and Kayak Club is an independent entity, and its agents and employees are not contractors or agents of the Conservancy.

6. Term of License.

The term of this license will commence on the effective date (listed above) and remain in effect for three years from that date, unless revoked in accordance with Section 7.

7. Revocation.

Conservancy may revoke this License at will by having a written revocation notice delivered to Fresno Canoe and Kayak Club at least 30 days prior to the termination date specified in the notice.

8. Exercise of Rights.

In exercising the rights granted under this agreement, Fresno Canoe and Kayak Club must use reasonable care and may not unreasonably increase the burden on the Property.

9. Schedule of Use.

A. Conservancy

Fresno Canoe and Kayak Club shall provide 72 hours' notice for special events, not to include activities listed in Exhibits B and C, to the Conservancy of the proposed date, time, and place of scheduled activities. Said notice shall be made by utilizing the Conservancy's online request form (if form becomes unavailable requests may be

emailed to info@sjrc.ca.gov and Cheryl.Moxley@sjrc.ca.gov). Said notice shall not be deemed approved until Fresno Canoe and Kayak Club receives written approval by Conservancy. Said advance notice shall allow the Conservancy Executive Officer to determine if the proposed use is safe and appropriate given then-known conditions at the location, and to notify any lessees, regulatory interests, or others of the date and time of use. The Executive Officer, at their sole and absolute discretion, may direct Fresno Canoe and Kayak Club to select an alternate location or time for the event, or may withhold permission for the proposed access. Scheduled activities approved may be later barred by the Executive Officer, in their sole and absolute discretion, if site conditions change, new information about the conditions becomes available, or this License is revoked in accordance with Section 7. The Executive Officer, at their sole and absolute discretion, shall make reasonable effort to accommodate proposed authorized activities. Permission for proposed activities that are consistent with the intent and authorized purposes shall not be unreasonably withheld, nor shall previously approved scheduled uses be unreasonably barred, relocated or rescheduled.

A. Ball Ranch, Sycamore Island and Van Buren Properties

Conservancy and the San Joaquin River Parkway and Conservation Trust, Inc. (hereafter referred to as "Parkway Trust") have entered into an agreement obligating Parkway Trust to operate and manage Ball Ranch, Sycamore Island and the Van Buren properties, including managing all stewardship activities performed under license to the Conservancy on the premises. The Fresno Canoe and Kayak Club shall provide notice to Parkway Trust of the proposed date(s), time and place of any and all proposed stewardship activities on Sycamore Island and Ball Ranch. Said notice shall be made in writing via facsimile, hand delivery, mail, or email 30 days in advance of any proposed activity. Said notice shall not be deemed approved until Fresno Canoe and Kayak Club receives written approval by Parkway Trust. Said notice shall allow Parkway Trust to determine if the proposed use is safe and appropriate given conditions at the location, and to notify the Conservancy, any lessees, regulatory interests, or others of the date and time of use. Parkway Trust or the Conservancy, in either's sole and absolute discretion, may direct Fresno Canoe and Kayak Club to select an alternate location or time for the activity, or may withhold permission for the proposed access. Scheduled activities approved may be later barred by Parkway Trust or the Conservancy, in either's sole and absolute discretion, if site conditions change, new information about the conditions becomes available, or this License is revoked in accordance with Section 7.

The Parkway Trust and the Conservancy shall make reasonable effort to accommodate proposed authorized activities. Permission for proposed activities that are consistent with the intent and authorized purposes of this License shall not be unreasonably withheld, nor shall previously approved scheduled uses be unreasonably barred, relocated or rescheduled.

10. Notices.

Any notices or statements herein requested or required to be given by one party to the other shall be in writing. Said notice shall not be deemed received until Fresno Canoe and Kayak Club receives written confirmation of receipt of notice from the Conservancy. Mailed notices should be sent to the Conservancy at PO Box 28338 Fresno, CA 93729, and, if to Fresno Canoe and Kayak Club at 1509 E. Fallbrook Ave., Fresno, California 93720. Either party hereto may by written notice change the address to which such notices or statements may be sent.

11. Payment.

Not applicable.

12. Special Provisions.

Fresno Canoe and Kayak Club shall provide adequate supervision of each event from setup throughout event until cleanup, by assigning an employee or officer as the event supervisor. The supervisor shall perform a reconnaissance of the site immediately prior to use and shall be responsible for ensuring that potential hazards are avoided to the extent possible, including but not limited to any associated with vehicle access, parking, roadways, trails, bridges, other improvements, river and pond banks, eroded slopes, debris, vectors, and venomous animals. The supervisor must maintain communications capability by ensuring there is a functional mobile phone in his or her possession during the event. The supervisor shall ensure the participants stay within agreed upon boundaries for the activity, and that they do not stray into other areas. The supervisor shall ensure the site is properly closed and locked after the event.

Minors participating as volunteers or as students must be enrolled in Fresno Canoe and Kayak Club's programs and be supervised at all times by qualified staff. Adult volunteers must be enrolled as such with the Fresno Canoe and Kayak Club.

Fresno Canoe and Kayak Club shall ensure that all wastes generated by its activities under this License are properly removed from the Property and disposed at its expense.

Fresno Canoe and Kayak Club shall make adequate provisions for employee and participant restrooms and sanitation. At the Conservancy Executive Officer's sole discretion, portable restrooms, at the expense of Fresno Canoe and Kayak Club, may be required for longer or larger events.

Fresno Canoe and Kayak Club shall cooperate with the Conservancy to ensure that the burden of planning, expense, and coordination with lessees and other agencies, related to the activities authorized by this License is born by Fresno Canoe and Kayak Club.

Fresno Canoe and Kayak Club shall complete a Site Condition Report and provide it to the Conservancy after every site visit, event, and activity.

All fishing license requirements apply.

All boating and waterways regulations apply. For canoes and kayaks of any length one I, II, III, or V Coast Guard-approved Personal Flotation Device for each person must be on board the vessel. Further information regarding water safety can be found at <http://www.dbw.ca.gov/>.

13. Post-Activity Reports.

Fresno Canoe and Kayak Club shall provide the Conservancy a Property Inspection Report after every activity. The report shall include, but not be limited to, the number of participants and volunteer hours, location and general condition of the Property, and brief activity description. The Conservancy will provide the reporting format.

14. Improvements.

Fresno Canoe and Kayak Club shall place no improvements of any kind or nature on the Property without the written permission of the Conservancy first had and obtained. All approved improvements will become property of the Conservancy.

15. Property Damage.

Fresno Canoe and Kayak Club shall be responsible for any and all damage to the Property, including but not limited to fences, gates, and facilities therein, caused by the use thereof by Fresno Canoe and Kayak Club.

16. Indemnification and Insurance.

A. Conservancy.

The term "Conservancy," as used in this section, includes the San Joaquin River Conservancy, its members, officers, agents and/or employees, and the successors and assigns of any of them.

B. General.

Fresno Canoe and Kayak Club agrees to release, hold harmless, indemnify, and defend (with counsel approved by Conservancy) Conservancy from and against all liability, cost, and expense (including, without limitation, attorney's fees, in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

- (1) The use of the Property by Fresno Canoe and Kayak Club, its agents, employees, or any third party (other than an agent, employee or invitee of Conservancy), or
- (2) The Fresno Canoe and Kayak Club material breach of any provision of this License, to the extent not caused or contributed to by the negligence, active or passive or otherwise, of Conservancy, its employees, agents, invitees or any other person.

C. Environmental Impairment.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Fresno Canoe and Kayak Club's use and occupancy thereof, Fresno Canoe and Kayak Club at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Conservancy or any third person, to the satisfaction of Conservancy (insofar as the property owned or controlled by Conservancy is concerned) and any governmental body having jurisdiction over the subject matter.

Fresno Canoe and Kayak Club shall indemnify, hold harmless, and defend Conservancy against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney's fees) incurred by Conservancy as a result of Fresno Canoe and Kayak Club's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the License term, except to the extent the liability, cost or expense is caused by the Conservancy.

D. Insurance.

Throughout the term of this License, Fresno Canoe and Kayak Club shall provide and maintain comprehensive general liability insurance, including but not limited to bodily injury and property damage insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 general aggregate, if used) and automobile liability insurance, for liability assumed by Fresno Canoe and Kayak Club under this License. Fresno Canoe and Kayak Club shall insure, or be a qualified self-insured, with respect to the applicable laws relating to workers' compensation coverage (California Labor Code Section 3700), for all of employees, students, and participants engaged in the authorized activities on or about the Conservancy's facilities.

Such insurance shall be obtained from a company, or companies authorized to transact business in the State of California. Fresno Canoe and Kayak Club shall provide the Conservancy with an endorsement or certificate with such policy or policies specifying that:

- (a) The State of California, the San Joaquin River Conservancy, and its members, officers, agents and employees, are included as additional insureds for any liability resulting from, growing out of, or in any way connected with or incident to this License; and
- (b) the insurance company or companies will provide the San Joaquin River Conservancy with a thirty-day written notice before canceling the insurance policy or policies acquired pursuant to this paragraph before reducing any liability coverage thereunder.

Prior to commencing work under this License, Fresno Canoe and Kayak Club shall furnish Conservancy with a copy of said endorsements or certificates.

Nothing in this License is intended to create in the public or any member thereof rights as a third- party beneficiary hereunder.

17. License Non-assignable.

This License is personal to Fresno Canoe and Kayak Club and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Fresno Canoe and Kayak Club by the grant of this License.

18. Termination of Occupancy.

Not applicable.

19. Compliance with Laws.

The Fresno Canoe and Kayak Club, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Conservancy.

The Fresno Canoe and Kayak Club shall obtain and comply with the terms and provisions of all licenses, permits, and approvals required by any local, regional, state, or federal organization with authority to regulate the activities of Fresno Canoe and Kayak Club under this License. The Fresno Canoe and Kayak Club shall comply with all regulations adopted by the Conservancy.

20. Media Contacts.

Fresno Canoe and Kayak Club shall obtain Conservancy approval prior to contacting representatives from the media regarding events scheduled on Conservancy property.

21. Default.

Fresno Canoe and Kayak Club shall be in default under this License if Fresno Canoe and Kayak Club fails or refuses to perform any covenant or condition.

If Fresno Canoe and Kayak Club fails to cure a default within five (5) days after notice from Conservancy to do so, Conservancy shall have the right, without further notice and in addition to any other remedies Conservancy may have at law or equity, to revoke this License forthwith.

If either party takes any steps or brings an action to compel performance of or to recover for breach of any term of this License, the losing party shall pay reasonable attorney's fees of the prevailing party, in addition to the amount of judgment and costs.

22. **Nonwaiver.**

Conservancy's failure to enforce or exercise its rights under any term, condition, or covenant of this License shall not be construed as a waiver of such rights or such term, covenant, or condition.

23. **Entire Agreement.**

This Agreement constitutes the entire agreement between Conservancy and Fresno Canoe and Kayak Club relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License are of no force and effect. Any amendment to this License shall be of no force and effect unless it is in writing and signed by the Conservancy and Fresno Canoe and Kayak Club.

CONSERVANCY:

Date:

San Joaquin River Conservancy
Kari Kyler Daniska, Executive Officer

Fresno Canoe and Kayak Club:

Date:

Fresno Canoe and Kayak Club
Richard Sloan, President



Exhibit A

SAN JOAQUIN RIVER CONSERVANCY

Fresno Canoe and Kayak Club Volunteer Duty Statement

Name of Organization: Fresno Canoe and Kayak Club

Purpose: To provide volunteer stewardship and education services for state-owned property under the jurisdiction of the conservancy, and to support Parkway fund-raising activities within the San Joaquin River Parkway. Fresno Canoe and Kayak Club-supervised stewardship activities include but are not limited to litter and debris cleanup from the river and surrounding Conservancy-owned property, gate security, invasive plant management, minor repairs, reposting signs, species and aquatic monitoring, and special maintenance related to events and special activities conducted pursuant to the License; and supervised fee and donation-supported educational outreach and field study activities, including events and programs for children, older students, and adults.

Duties: Under the direct supervision of the Fresno Canoe and Kayak Club project coordinators, volunteers will provide various services, including (but not limited to) the following: guided walks, educational field trips, assistance in staging events and subsequent cleanup, manual labor to perform litter and illegal dumping cleanup, fence removal, invasive species removal, revegetation, tree planting and other duties appropriate to the purposes described above. Duties will include supervising event/field trip/nature walk guests, pulling weeds, raking, hoeing, shoveling, lifting tires and debris, and placing in dumpsters. All volunteers will be properly trained before commencing work. All tools used by volunteers shall be maintained in a clean and safe working condition. Volunteers shall wear protective clothing as appropriate for the assigned task, such as eye protection, work gloves, hats, safety vests, and boots. Flotation devices shall be provided for all activities involving canoeing, kayaking, stand-up paddle boarding, and as necessary to protect volunteer safety in the water.

Skills/Qualifications: Volunteers should possess the physical agility and strength to routinely perform the physical tasks. The project coordinator is responsible for ensuring the activity matches the age, ability, training and experience of the volunteer.

Restrictions: Use of heavy equipment such as backhoe, skip loader, tractors, power mowers, chain saws, log splitters and powered equipment will only be allowed for Fresno Canoe and Kayak Club staff and volunteers trained in the safe use of such

equipment and outfitted with appropriate safety gear. Such equipment must be delivered and operated only by those eighteen years of age or older, and liability coverage for personal injury and property damage shall be provided naming the Conservancy as additional insured. Vehicles shall be used on-site only under the direction of the project coordinator. The driver must be currently licensed and at least 18 years of age. All vehicles must be covered by automobile liability insurance with limits that meet or exceed requirements of the state, and shall be marked with magnetic placards clearly displaying the Fresno Canoe and Kayak Club name. Volunteers shall not move materials that may contain hazardous materials, such as demolition debris that has not been determined to be free of asbestos, or drums or containers that may contain unknown waste materials.

Reports to: The volunteers shall report to and work under the leadership and supervision of the Fresno Canoe and Kayak Club project coordinators.

Time: As scheduled by the project coordinator and approved by the Conservancy. Access to Conservancy property by volunteers is only for the duration of Conservancy-authorized events.

Training: Training shall be provided by the project coordinators. Volunteers shall receive training appropriate for the activity. A safety briefing will be conducted prior to each event. The safety briefing shall include, but not limited to, proper use of hand tools and safe lifting techniques. The project coordinator shall be responsible for providing instruction on water, canoe, kayak, and stand-up paddleboard safety and the proper use of tools such as, grappling hooks and grabbing tools for canoeing.

San Joaquin River Conservancy Policy to Execute and Issue Special Event Permits, License Agreements, ~~Activity Permits, Letter Permits, Operation and Lease~~ Other Agreements

The San Joaquin River Conservancy governing board shall have the discretion to approve, condition, or deny Special Event Permits, ~~Activity Permits~~, Letter Permit, License Agreements and operating, concession, lease, and other agreements, for activities otherwise restricted or prohibited on Conservancy owned state property if the site is considered safe, appropriate staffing and facilities are available, and the activity shows a benefit the San Joaquin River Conservancy and the public. Activities shall not substantially interfere with visitors' use; risk harm to wildlife, natural or cultural resources; create injury or damage in violation; or be otherwise inconsistent with the unit's approved uses and environmental protection.

The San Joaquin River Conservancy governing board may **approve, condition, amend, suspend, revoke or deny** ~~deny, grant, suspend, revoke, or condition~~ such permits and agreements at its sole discretion. The San Joaquin River Conservancy governing board may delegate to the Executive Officer, in whole or in part, authority to grant, deny, condition, revoke, **amend**, or suspend such permits and agreements.

The San Joaquin River Conservancy may **enter into grant** such permits or agreements ~~to~~ **with**, but not limited to, public agencies and non-governmental organizations, other sponsors deemed appropriate, non-profit organizations, cultural organizations, educational and research institutions, environmental stewardship and recreation organizations, volunteer groups, indigenous people and Tribal organizations, grantees and their agents.

State and Federal employees conducting official business such as research, surveying and monitoring shall not be required to obtain a written permit. The State or Federal agency shall inform the Conservancy of the governmental business taking place and coordinate safe access with the Conservancy prior to site visits.

1. Special Event Permits. Special Event Permits may be issued by the ~~San Joaquin River Conservancy governing board~~ **San Joaquin River Conservancy Executive Officer** for specific events at no net expense to the State. Special Event permits are required for any activity that will occur wholly or partially within or on any unit owned, operated, or administered by the San Joaquin River Conservancy and which meets any of the following criteria: when fees are charged by the event sponsor beyond any regular use fee, when the San Joaquin River Conservancy has determined the event will create a greater potential hazard or liability to the State than incurred through typical operations, when the activity will require the exclusive use of an area within the unit, when the activity interferes significantly with the public's use of a unit, when additional staffing or staff time is required, or where items or services are sold.

2. Activity Permits. ~~Activity Permits for educational, recreational, tribal, and resource management activities may be granted, by the San Joaquin River Conservancy governing board to appropriate permittees, including but not limited to permits allowing the limited collection, removal, treatment, disturbance, or destruction of plants, wildlife, alteration of property, and presence in closed areas or after hours.~~

3. Letter Permits. The San Joaquin River Conservancy Executive Officer has the discretion to approve, condition, **amend, suspend, revoke** or deny a letter permit for activities otherwise restricted or prohibited on Conservancy property. Letter permits may only be issued for short term, fewer than 30 days in a calendar year, for access to San Joaquin River Conservancy

properties for activities that include but are not limited to research, mapping, surveying, education, **vegetation management, collection, or removal**, environmental stewardship, and other similar beneficial public services **purposes. Letter Permits may be extended up to 90 days at the discretion of the Executive Officer.**

4. License Agreements. License Agreements may be issued by the San Joaquin River Conservancy governing board to be executed with an appropriate group, organization, business, or agency to allow their agents and participants to enter units, including those that are otherwise closed to the public, to conduct activities and programs for educational, recreational, tribal, and resource management and similar beneficial public service purposes. **License Agreements may be issued for a term of up to three (3) years.**

5. Operating, Concession, Lease, and Other Agreements may be entered into by the San Joaquin River Conservancy governing board pursuant to Public Resources Code Section 32538 and consistent with state policies, laws, and legal approval.

As part of all of the above Permits and Agreements:

1) A copy of the Permit or Agreement **and accompanying vehicle placard** must be maintained on the site during the activity by the person leading the activity, and such person shall display the document upon request of any officer, employee, or agent of the San Joaquin River Conservancy or any law enforcement officer.

2) No person shall violate any provision or restriction of a Special Event Permit, Activity Permit, Agreement, or Letter Permit issued pursuant to these regulations. Such violation is subject to enforcement and penalties. Any person who has been properly granted and has complied with a Special Event Permit, Activity Permit, or License Agreement shall to that extent not be liable for prosecution.

3) The Executive Officer shall oversee contractors', licensees', lessees' and permittees' compliance with the agreement or permits issued, and may **condition, amend**, suspend, revoke or further condition said permits or agreements.

4) Groups, organizations, and non-governmental agencies shall provide San Joaquin River Conservancy with proof of liability insurance and include San Joaquin River Conservancy as an additional insured. Certification or Proof of liability insurance shall not be less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with \$2,000,000 annual policy aggregate and shall not be less than a combined single limit of \$1,000,000 per accident for motor vehicle liability.




AGENDA ITEM

August 7, 2024

Item: F-1

To: San Joaquin River Conservancy Governing Board

From: Kari Daniska, Executive Officer 

Subject: **ACTION ITEM:** Discuss Proposed Revisions to The Policy for Permits and Agreements and Approve Amendments.

RECOMMENDATION:

Conservancy staff recommends the Conservancy Governing Board authorize discuss and approve the proposed changes to the Policy for Permits and Agreements and Approve Amendments.

SUMMARY:

In October of 2023, the San Joaquin River Conservancy (Conservancy) Governing Board approved the Policy to Execute and Issue Special Event Permits, License Agreements, Activity Permits, Letter Permits, Operation and Lease Agreements (Policy).

The current Policy was approved and adopted at the November 2023 Conservancy Governing Board meeting during the time the Conservancy Governing Board was meeting regularly, at least once a month. However, since January 2024 the Conservancy Governing Board has been meeting every other month. The frequency of the new meeting schedule has presented issues in negotiating and executing various permits, licenses, and agreements per the existing Policy.

Conservancy staff propose to amend the existing Policy to meet the needs of the Conservancy and better reflect the current meeting schedule of the Conservancy Governing Board. The proposed amended Policy for Permits and Agreements and Approve Amendments is included as Attachment 1 for discussion and approval.

For additional information, you may direct your inquiries to Kari Daniska at kari.daniska@sjrc.ca.gov.

Attachments: Proposed Amended Policy for Permits and Agreements and Approve Amendments

San Joaquin River Conservancy Policy to Execute and Issue Special Event Permits, License Agreements, ~~Activity Permits, Letter Permits, Operation and Lease~~ *Other Agreements*

The San Joaquin River Conservancy governing board shall have the discretion to approve, condition, or deny Special Event Permits, ~~Activity Permits~~, Letter Permit, License Agreements and operating, concession, lease, and other agreements, for activities otherwise restricted or prohibited on Conservancy owned state property if the site is considered safe, appropriate staffing and facilities are available, and the activity shows a benefit the San Joaquin River Conservancy and the public. Activities shall not substantially interfere with visitors' use; risk harm to wildlife, natural or cultural resources; create injury or damage in violation; or be otherwise inconsistent with the unit's approved uses and environmental protection.

The San Joaquin River Conservancy governing board may ***approve, condition, amend, suspend, revoke or deny*** ~~deny, grant, suspend, revoke, or condition~~ such permits and agreements at its sole discretion. The San Joaquin River Conservancy governing board may delegate to the Executive Officer, in whole or in part, authority to grant, deny, condition, revoke, ***amend***, or suspend such permits and agreements.

The San Joaquin River Conservancy may ***enter into grant*** such permits or agreements ~~to~~ ***with***, but not limited to, public agencies and non-governmental organizations, other sponsors deemed appropriate, non-profit organizations, cultural organizations, educational and research institutions, environmental stewardship and recreation organizations, volunteer groups, indigenous people and Tribal organizations, grantees and their agents.

State and Federal employees conducting official business such as research, surveying and monitoring shall not be required to obtain a written permit. The State or Federal agency shall inform the Conservancy of the governmental business taking place and coordinate safe access with the Conservancy prior to site visits.

1. Special Event Permits. Special Event Permits may be issued by the ~~San Joaquin River Conservancy governing board~~ ***San Joaquin River Conservancy Executive Officer*** for specific events at no net expense to the State. Special Event permits are required for any activity that will occur wholly or partially within or on any unit owned, operated, or administered by the San Joaquin River Conservancy and which meets any of the following criteria: when fees are charged by the event sponsor beyond any regular use fee, when the San Joaquin River Conservancy has determined the event will create a greater potential hazard or liability to the State than incurred through typical operations, when the activity will require the exclusive use of an area within the unit, when the activity interferes significantly with the public's use of a unit, when additional staffing or staff time is required, or where items or services are sold.

2. Activity Permits. ~~Activity Permits for educational, recreational, tribal, and resource management activities may be granted, by the San Joaquin River Conservancy governing board to appropriate permittees, including but not limited to permits allowing the limited collection, removal, treatment, disturbance, or destruction of plants, wildlife, alteration of property, and presence in closed areas or after hours.~~

3. Letter Permits. The San Joaquin River Conservancy Executive Officer has the discretion to approve, condition, ***amend, suspend, revoke*** or deny a letter permit for activities otherwise restricted or prohibited on Conservancy property. Letter permits may only be issued for short term, fewer than 30 days in a calendar year, for access to San Joaquin River Conservancy

properties for activities that include but are not limited to research, mapping, surveying, education, **vegetation management, collection, or removal**, environmental stewardship, and other similar beneficial public services **purposes. Letter Permits may be extended up to 90 days at the discretion of the Executive Officer.**

4. License Agreements. License Agreements may be issued by the San Joaquin River Conservancy governing board to be executed with an appropriate group, organization, business, or agency to allow their agents and participants to enter units, including those that are otherwise closed to the public, to conduct activities and programs for educational, recreational, tribal, and resource management and similar beneficial public service purposes. **License Agreements may be issued for a term of up to three (3) years.**

5. Operating, Concession, Lease, and Other Agreements may be entered into by the San Joaquin River Conservancy governing board pursuant to Public Resources Code Section 32538 and consistent with state policies, laws, and legal approval.

As part of all of the above Permits and Agreements:

1) A copy of the Permit or Agreement **and accompanying vehicle placard** must be maintained on the site during the activity by the person leading the activity, and such person shall display the document upon request of any officer, employee, or agent of the San Joaquin River Conservancy or any law enforcement officer.

2) No person shall violate any provision or restriction of a Special Event Permit, ~~Activity Permit~~, Agreement, or Letter Permit issued pursuant to these regulations. Such violation is subject to enforcement and penalties. Any person who has been properly granted and has complied with a Special Event Permit, ~~Activity Permit~~, or License Agreement shall to that extent not be liable for prosecution.

3) The Executive Officer shall oversee contractors', licensees', lessees' and permittees' compliance with the agreement or permits issued, and may **condition, amend**, suspend, revoke or further condition said permits or agreements.

4) Groups, organizations, and non-governmental agencies shall provide San Joaquin River Conservancy with proof of liability insurance and include San Joaquin River Conservancy as an additional insured. Certification or Proof of liability insurance shall not be less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with \$2,000,000 annual policy aggregate and shall not be less than a combined single limit of \$1,000,000 per accident for motor vehicle liability.




AGENDA ITEM

August 7, 2024

Item: F-2

To: San Joaquin River Conservancy Governing Board

From: Kari Daniska, Executive Officer 

Subject: **Action Item:** San Joaquin River Parkway and Conservation Trust Annual Report Presentation and Proposal for Road Maintenance at Sycamore Island

RECOMMENDATION:

Receive Annual Operations Report presentation and proposal for road maintenance at Sycamore Island from the San Joaquin River Parkway and Conservation Trust and provide written approval or direction on how to proceed.

SUMMARY:

On December 7, 2022, the San Joaquin River Conservancy (Conservancy) and the Joaquin River Parkway and Conservation Trust (Trust) entered into Operating Agreement C22100002 for Sycamore Island and Van Buren Unit of the San Joaquin River Parkway (Attachment 1).

Annual Operations Report

Section 12.E. of the Operating Agreement identifies that the Trust shall submit to the Conservancy an Annual Operations Report to the Conservancy for the period commencing July 1st and ending June 30th of each year and shall be filed with the State no later than the following September 30th. Furthermore, the Conservancy and the Trust shall post the Annual Operations Report on each of their respective websites.

Additionally, pursuant to Section 12.H., within 60 days following the submittal of the Annual Operations Report, the Trust shall present the Annual Operations Report to the Conservancy Governing Board for public review and comment.

Proposal for Road Maintenance

The Operating Agreement identifies the following maintenance items that shall return to the Conservancy Governing Board for approval prior to the commencement of work:

1. A map of the existing roads at Sycamore Island, where public vehicle traffic will be permitted, which will be re-graded.
2. Apply a stabilizing additive to any re-graded road surfaces for long-term protection and accompanying map of areas to be treated with materials specifications and labor quotes.

Total Cost: up to \$3,729,528.00

Specifically, pursuant to Section 8.A.2. of the Operating Agreement, the Trust shall get written permission from the Conservancy's Governing Board prior to the commencement of any work towards the stabilizing additive.

The Trust has prepared a presentation and supporting documentation for both items, which will be appended to this memo as Attachment 2 when made available by the Trust and prior to the Conservancy Governing Board meeting.

For additional information, you may direct your inquiries to Kari Daniska at kari.daniska@sjrc.ca.gov.

Attachments: Operating Agreement C22100002

Trust Presentation and Supporting Documentation

C22100002

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WI H
S N JO AQU N V P KWAY ND CONS V ON US , nc.
OR
SYC MO SL ND ND V N BU N UN

This Operating Agreement “Agreement” is entered into by and between the State of California, San Joaquin River Conservancy (Conservancy) and the San Joaquin River Parkway and Conservation Trust, Inc. (Parkway Trust), collectively the “Parties”, for the operation of Sycamore Island and Van Buren Unit.

C LS

WH S, the San Joaquin River Conservancy Act, California Public Resources Code Public Resources Code (PRC) §32535, The Conservancy may enter into contracts and joint powers agreements with public agencies, private entities, and persons necessary for the proper discharge of the conservancy’s duties; and

WH S, 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;

WH S, 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;

WH S, 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;

WHEREFORE, the Contractor submitted a proposal dated August 22, 2022 in response to the RFP providing the basis for the services and fees contractually agreed to hereunder; and

WHEREFORE, on October 5, 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, IN CONSIDERATION OF THE MUTUAL COVENANT HEREIN ENTERED INTO, THE PARTIES HERETO AGREE FOLLOW :

1. Premises

The Conservancy authorizes the Parkway Trust to develop, operate and maintain Sycamore Island and Van Buren Unit portions hereof as shown in "**Exhibit A**" which is attached hereto and incorporated herein hereafter referred to as "Premises". The Parkway Trust agrees to accept Premises including facilities covered by this Agreement and take the same in their present condition "AS IS" with all faults and agrees to maintain the same in a safe and enable condition and at any termination of this Agreement to promptly return the Premises to the Conservancy in the same or better condition reasonable wear and tear excepted. The Conservancy shall not be obligated to make any alterations, additions or betterments to the Premises except as otherwise provided for in this Agreement.

2. Term

The term of this Agreement shall be for a period of approximately four years and shall commence on January 7, 2023 and end on December 31, 2026 or shall not be effective until the first of the month following approval by the State of California Department of General Services whichever is later. Should the Parkway Trust hold-over after the expiration of the term of this Agreement with the express or implied consent of the Conservancy such holding-over shall be deemed to be a tenancy from month-to-month and subject to all the terms and conditions of this Agreement.

3. U r mi

- A. The Parkway Trust agrees to develop, operate, control, and maintain the Premises as a low-intensity public access area used for fishing, picnicking, bird watching, cycling, horseback riding, and nature-related recreation and education programs with related State managed concessions and/or other facilities accessible and subject to the use and enjoyment of the general public. Development and operation of the Premises shall be conducted in accordance with applicable State general planning principles, San Joaquin River Parkway Master Plan Update's policies and applicable federal, state, and local government statutes, laws, and regulations.
- B. Upon written permission of the Conservancy, the Parkway Trust may improve the Premises by constructing and operating facilities specified in the Madera River West Master Plan which have already completed programmatic environmental review. These facilities shall not adversely affect the use and enjoyment of the Premises by the public. It shall be in the Conservancy's sole discretion to determine if such an adverse impact exists.
- C. The Parkway Trust may charge reasonable use fees for the Premises. The Parkway Trust shall charge visitors \$9.00 per vehicle and \$5.00 per trailer on Saturdays and Sundays. The Parkway Trust shall provide a discounted day use fee of \$6.00 to disabled person, veterans, and state-day entries into Sycamore Island. The Parkway Trust shall sell annual pass for \$85.00, with a discounted \$60.00 annual pass for disabled persons and veterans. The Parkway Trust shall not charge visitors on Mondays through Fridays.
- D. The Parkway Trust shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of the Conservancy's Executive Officer.
- H. The Parkway Trust is hereby authorized to conduct fundraising activities on behalf of the Premises, as approved by the Conservancy on a case-by-case basis. The Parkway Trust agrees that all funds raised in connection with this

Agenda d/o the Promiss will be used of the San Joaquin River Conservancy's property is a difficult task. The Parkway Trust will be responsible for signing all promises and provisions, made by the Parkway Trust on its own, as a whole. All solicitations do for the purpose of the Agreement must comply with the Supervision of Trusts and Fundations for Charitable Purposes Act (Government Code 12580 et seq.) and the Charitable Solicitation Disclosure Law (Business and Professions Code 17510 et seq.). The Parkway Trust agrees that it will be registered with the California Attorney General's Office Registry of Charitable Trusts as a solicitor of contributions for a fund raising on behalf of the Promiss and/or the Conservancy.

4. **Duties of the Parkway Trust**

A. **Roles and Responsibilities**

The topics below are a few of the duties and responsibilities of the Conservancy and the Parkway Trust. The mutual goals and objectives should be used as a guide to complete the following operational items.

B. **Annual Operations Plan**

The Parkway Trust shall submit an annual operations plan to the Conservancy for review and approval prior to beginning the Promiss activities. The plan shall include:

- 1) Special Events Plan
- 2) Interpretive Plan
- 3) Recreational Services Plan
- 4) Planned Development Maintenance Projects

C. **Administration/Staffing**

The Parkway Trust may hire up to 16 full-time employees or serve as Park Hosts, including the Lead Park Host/Manager. The Park Hosts shall be responsible for providing daily operations and Promiss. The Park Hosts shall

coll c us f s, s ll conc ssions, quipmæn r n ls, nforc p rk rul s, ssis wi h progr ms n v n s, n mæn in quipmæn, f cili i s, n groun s. Th L P rk os or Mæn g r sh ll b r sponsibl for sch uling n sup rvising hos s uring op r ions. Th L P rk os sh ll b R Cross C r ifi in b sic firs i n c r iopulmon r r susci ion. Two full r in p rk hos s sh ll r mæn on-si ll imæs uring op r ions. To h x n possibl , h P rk os s sh ll ov rs visi or civi i s uring hours of public us n sh ll communic o visitors wh n h r s n o b in viol ion of public us rul s.

D. Bu g

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All gr mæn s b w n h P rkw Trus n n hir p r r l o his Agr mæn mus b in wriing n con in l ngu g h s blish s h righ of h u iors of h S of C liforni o x min h r cor s of h hir p r r l iv o h goo s, s rvic s, quipmæn, ma ri ls, suppli s or o h r ssis nc provi o h P rkw Trus for his Agr mæn . Th P rkw Trus sh ll provi compl cop of ch gr mæn ov r \$10,000.00 o h Cons rv nc prior o comm ncing work.

E. ours of Op r ions

Th P rkw Trus sh ll op n h Pr mis s o h public s v n s p r w k b ween the second Friday in January and Veteran's Day in November ch r. Th P rkw Trus sh ll provi h following hours of op r ion for h Pr mis s:

- 1) January, February, March, October, November : 6:00 am to 5:30pm
- 2) April and September : 6:00 am to 7:00pm
- 3) May, June, July, August: 6:00 am to 8:30pm

F. Facilities/Operation

The Conservancy and the Parkway Trust will discuss mutually agreed-upon roles and responsibilities for maintaining certain facilities. The Conservancy and the Parkway Trust will discuss plans (if any) for changes to existing facilities and/or potential new facilities as allowed.

G. Community Engagement

The Conservancy recognizes the unique strengths that the Parkway Trust can bring to the Snoqualmie River Parkway in creating community engagement. This critical role includes creating visitation and opportunities for visitors and expanding the role of the park in the community.

H. Interpretive and Education Materials and Programs

The Parkway Trust shall provide interpretive and education programs and materials according to the Snoqualmie River Parkway Master Plan Update.

I. Public Safety and Emergency

The Conservancy and the Parkway Trust will discuss mutually agreed-upon roles and responsibilities to provide public safety and emergency.

J. Planning and Compliance

The Conservancy and the Potlatch Parkway Trust will work together to develop a comprehensive view of mutually agreed-upon roles and responsibilities to assist the Parkway Trust to comply with mandated laws, regulations and the Conservancy's policies.

K. Fire Emergency Preparedness and Response

- 1) The Parkway Trust shall install and maintain defensible space zones around structures by mowing and grasses and removing flammable fuels.

The T will not be required to move any currently growing natural resources. Any request for Right of Entry permit for the purpose of private land owner maintaining a defensible space for habitable conditions or bona fide vegetation modification will be forwarded to the appropriate authority. The Parkway Trust shall not grant or approve Right of Entry permit.

- 2) All incident should be properly addressed by the emergency management agency immediately and when practical to the Conservancy, but no later than 48 hours.

L. Partnership

The Conservancy realizes that in addition to the value of the Parkway Trust as a partner, they can offer the partnership as a means of mutual mission and the obligation in the Operating Agreement. The Conservancy and the Parkway Trust will discuss how the partnership can be expanded.

M. Conservation Management

The Parkway Trust does not have a history of involvement in conservation management.

N. Communication

The Conservancy and the Parkway Trust will discuss the mutual benefit and importance of ongoing and positive communication.

- 1) The Parkway Trust shall be responsible for operating Permit in a manner that is professional, historic, and culturally sensitive.
- 2) The Parkway Trust shall conduct all scientific, archival, and engineering functions that require special expertise or professional training by or under the provision of qualified personnel with applicable expertise or training and subject to oversight of the Conservancy.
- 3) Non-Interference: The Parkway Trust agrees to provide access to States' employees, contractors, or agents to allow the Conservancy to carry out its duties and responsibilities in a landowner and manager.

5 es of he Conservancy

The Par way Trust Planning and Compliance

- 1) The Conservancy is designated Lead and Trustee Agency as defined by CEQA the Par way Trust shall submit complete project descriptions to the Conservancy in Project Evaluation Forms (PEF) for processing and CEQA determination. The Conservancy shall process annually up to six (6) Project Evaluation Form(s) to the level of a Notice of Exemption (NOE). Any further CEQA review will be at the sole expense of the Par way Trust.

O. Natural Resources

When agreed upon by the Parties, the Par way Trust shall partner with the Conservancy on appropriate resource management projects with oversight provided by the Conservancy.

6 Cons dera on

- A. In consideration of the services to be performed by the Par way Trust pursuant to this Agreement, the Conservancy hereby authorizes the use of the Premises by the Par way Trust on a rent-free basis on the condition that the Par way Trust perform the terms and conditions of this Agreement. In the event that the Par way Trust fails to perform, the Premises shall revert bac to the Conservancy, at State's option, and the Conservancy shall have the right to pursue any other remedies available under this Agreement and/or otherwise available by law.
- B. All revenues received from Premises by the Par way Trust shall be expended only for the care, maintenance, operation, administration, improvement, or development of Premises. The Par way Trust may additionally contribute in-kind services and funds raised from outside entities for the care, maintenance, operation, administration, improvement, or development of Premises.

The Par way Trust shall use revenues derived from operations of the Premises only for the care, maintenance, operation, administration, improvement, and

deed or use of Premises, unless authorized by the Co-Service Agency to use on other Co-Service Agency properties or facilities. If the Parkway Trust determines that the revenues it has received from Premises are in excess, and that these funds are not already specified for or committed to specific purposes pursuant to an existing agreement or contract restricting the use of those funds, the Parkway Trust may dedicate those excess revenues to another Co-Service Agency property for that property's care, maintenance, operation, administration, improvement, or development.

7. Other Financial Requirements

A. Facility Maintenance and/or Improvement Account

The Parkway Trust shall be responsible for the maintenance and improvement of the Premises in accordance with Section 8-Construction and Completion of Improvements and Section 9-Maintenance Obligations, of the Agreement.

- 1) Expenditures: Prior to making any expenditures, the Parkway Trust shall submit a list of anticipated expenditures to the Co-Service Agency for written approval.
- 2) Bidding and Payment: At least once every three months, the Parkway Trust shall submit a bid to the Co-Service Agency. For services satisfactorily rendered, and upon receipt and approval of the bids, the Co-Service Agency agrees to compensate the Parkway Trust for actual expenditures incurred in accordance with the rates specified in the Operation and Maintenance Budget, marked **Exhibit B**, which is attached hereto and made a part of this Agreement. The Parkway Trust shall provide the Co-Service Agency with a copy of all bids for expenditures deducted from the Budget. Bids shall include the Agreement Number and shall be submitted via email to the Co-Service Agency's authorized representative.
- 3) Definitions:

- a. Improvements are defined as things that enhance the value of the park unit. Improvements shall constitute renovation, reconstruction, or new construction.
 - b. Maintenance is defined as upkeep of property or equipment. Maintenance shall include repair and preservation work necessary to maintain facilities, personal property and equipment in a good state of repair, as well as to preserve them for their intended use for an optimum useful life.
- 4) New improvements shall not need maintenance performed within the first five years.
 - 5) This account does not apply to housekeeping. Housekeeping is defined as all activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, staining, waxing, dusting, wiping, washing, hosing, indoor painting and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks.

8. Construction and Completion of Improvements

- A. The Parkway Trust may undertake new construction, reconstruction, and renovation subject to the following provisions:
 - 1) In the event that the Parkway Trust desires to undertake, improvements that constitute renovations, reconstruction or new constructions to the Premises or any part of the Premises, including changes to structural design, landscape design, or interior or exterior fixtures, design, and/or furnishings, written approval by the Conservancy's Executive Office and/or the Conservancy's Governing Board shall be obtained prior to the commencement of any improvement projects.
 - 2) Needed renovations, reconstructions or new constructions has been identified by the Parkway Trust and submitted to the Conservancy **Exhibit**

C s attached hereto and made a part of this Agreement list the potential projects. For them regarding the stabilization additive to re graded road surfaces for long term protection the Parkway Trust shall get written approval from the Conservancy's Governing Board prior to the commencement of any work towards them.

3) All modifications and additions shall be made in accordance with State's standards for construction and completion of improvements. Further all improvement projects shall be made in accordance with the Conservancy's San Joaquin River Parkway Master Plan Update for Symore Island and Van Buren Unit.

B. Once prior approvals permits etc. have been received as required herein above and the work on any Alterations has begun the Parkway Trust shall prosecute to completion the reasonable design of all approved Alterations. All works shall be performed in a professional manner and shall comply with plans and specifications submitted to the Conservancy as required herein and with all applicable governmental permits laws ordinances and regulations. It shall be the responsibility of the Parkway Trust to obtain all licenses permits security and other approvals necessary for the construction of approved improvement projects.

C. For all improvement projects erected on the Premises by the Parkway Trust upon completion of construction the Parkway Trust shall (1) record a Notice of Completion with a copy provided to the Conservancy; (2) provide the Conservancy with a complete set of record drawings for all improvements in a format reasonably acceptable to the Conservancy; (3) submit evidence to the Conservancy that all improvements are clear of any mechanical's lines or stop notices; (4) submit to the Conservancy a verified accounting of the cost for Alterations excluding equipment and trade fixtures that are the personal property of the Parkway Trust.

D. Title to all Alterations existing or hereafter erected on Premises regardless of who constructs such improvements shall immediately become the

Conservancy's property, and upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in the Conservancy, without compensation to the Parkway Trust. The Parkway Trust agrees never to assail, contest, or resist said title. The foregoing notwithstanding, the Conservancy may elect, by notice to the Parkway Trust, that the Parkway Trust must remove any alterations that are peculiar to the Parkway Trust's use of the Premises and are not normally required or used by the Conservancy and/or future occupants of the Premises.

- E. The Conservancy reserves the right to enter the Premises to construct, reconstruct, and make modifications, improvements, additions, and alterations to the Premises or any part of the Premises, at its sole discretion, provided that the Conservancy shall give the Parkway Trust reasonable written notice of its intention to do such work.

9. Maintenance Obligations

- F. During the term of this agreement, the Parkway Trust shall maintain and operate the Premises, including equipment, personal property, and projects or improvements of any kind that may be erected, installed, or placed thereon, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. During the term of this agreement, it shall be the Parkway Trust's responsibility to ensure that the Premises are maintained to the satisfaction of the Conservancy. All construction, operation, and maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work. For historic structures, work shall be done in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and the California Historic Buildings Code.
- G. Should the Parkway Trust fail, neglect, or refuse to undertake and complete any required maintenance, the Conservancy shall have the right to perform such maintenance or repairs for the Parkway Trust. In this event, the Parkway Trust shall promptly reimburse State for the cost thereof, provided, however,

that the Conservancy shall first give the Parkway Trust 10 days written notice of its intention to perform such maintenance or repair. The Conservancy shall not be obligated to make any repair to or maintenance or improvement to the Premises. The Parkway Trust hereby expressly waives the right to make repair to the extent of the Conservancy's duty of care under §§1941 and 1942 relating thereto if the repair is accepted for the deferred maintenance it is described herein and approved in advance by the Conservancy. The Conservancy hereby makes no representation regarding the condition of the Premises except specifically set forth in this Agreement.

H. The Conservancy reserves the right to terminate the Premises for incurrence of work related to its maintenance during the term hereof provided that the Conservancy shall give the Parkway Trust a written notice of its intention to do any of the work herein mentioned before such work is undertaken.

I. The Conservancy reserves the right to terminate the Premises with notice to the Parkway Trust for appropriate reasons and/or conditions in violation of emergency. However, the Conservancy is not obligated to terminate the Premises or provide any reasons and/or conditions in violation of emergency.

10. Concessions

The Parkway Trust shall not grant concessions in or upon the Premises.

11. Taxes

The Parkway Trust by signing this Agreement acknowledges that occupancy is a right to do business on the Conservancy's property may create property interest that is defined in the Revised Tax Code §107.6 which property interest may subject the Parkway Trust to liability for the payment of property taxes. In view of such property interest, the Parkway Trust shall pay all lawful taxes, meet or change that may be levied by the taxing authority or any tax or meeting body at any time upon any interest or created by this Agreement or any property right that the Parkway Trust may have in or to the Premises covered hereby or the improvement thereon by reason of the Parkway Trust's use or occupancy.

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12. Records of Accounts, Public Meeting

A. Financial Compliance and Audit

If t Pa k ay T ust as annual g oss v nu s of \$2,000,000 o mo , t o gan zaton must p pa annual fnancal stat ments usng Gen ally Acc pt d Accountng P ncpl s (GAAP) t at a aud t d by an nd p nd nt c tf d public accountant n confo mity t g n ally acc pt d aud tng standa ds If t Pa k ay T ust as annual g oss v nu s of mo t an \$500,000 and l ss t an \$2,000,000, an annual nd p nd nt fnancal stat ment v s qu d If t Pa k ay T ust as annual g oss v nu s of mo t an \$100,000 and l ss t an \$500,000, an annual nd p nd nt fnancal stat ment complaton s qu d T Pa k ay T ust s sponsbl fo obta nng all aud t p o ts T Pa k ay T ust must also comply t all stat and f d al qu ments fo nonp of to gan zations A copy of t nd p nd nt aud t d fnancal stat ments o v o complaton, f d al 990 tax tu n, and stat tax tu ns ll b p ovd d to t Stat as compl t d, but no lat t an 45 days aft t flng of t f d al 990 tax tu n

B. Record Keeping

At all tmes du ng t t m of t s Ag ment, t Pa k ay T ust s all k p s pa at , tu , and compl t books, co ds, and accounts of all v nu s c v d and all xp nd tu s mad by t Pa k ay T ust n lat on to v nts, sp cal s vc s, and all ot matt s nc d nt to t d v lopment, cont ol, op aton, and mant nanc of t P mis s T books, co ds, and accounts apply ng to t op aton of t P mis s and k pt by t Pa k ay T ust s all b op n fo aud to nsp ction by Stat at all asonabl tmes All co ds s all b k pt by t Pa k ay T ust fo a p od of at l ast 4 y a s T Pa k ay T ust s all b subj ct to Stat s' aud t qu ments and med s as s t fo t n

C. A _____ PR 973 (c or d)

The P rkw y Tr st sh pro ide tr sp re t cco ti g with freq e t reporti g of s es, i come, expe ses, d do tio s re ted to this Agreee t.

- 1) A writte report i the form of the c rre t PR 973 (c or d), or other ersio s ppropri te, is d e withi 15 d ys of s bmissio of the l ter Re e e Service "Return of Organization Exempt from Income Tax" or "Electronic Notice for T x-Exempt Organizations." The PR 973 (c or d) may be pd ted from time to time d pro ided to the P rkw y Tr st by the St te.
- 2) IRS form 990 (or 990EZ or 990T), if req ired by l ter Re e e Ser ice.
- 3) A copy of the ye r's i depe de t fi ci st teme t.
- 4) PR 973 (c or d), A Report sh be pro ided by the Co ser cy.

D. Atte d ce Report

The P rkw y Tr st sh pro ide the Co ser cy with mo th y tte d ce report to i c de re so b e mo th y estimate of the mber of isitors d ehices to Premises. S ch mo th y reports sh be s bmitted to St te by the 15th d y of the fo owi g mo th to the Co ser cy.

E. Oper tio s Reports

On b sis, the P rkw y Tr st sh s bmit to the Co ser cy writte Oper tio s Report reg rdi g of the P rkw y Tr st's activities at Premises d ri g the prior ye r. The Oper tio s Report sh i c de copy of the PR 973 (c or d). The Oper tio s Report sh be s bmitted to the Co ser cy for the period comme ci g J y 1st (or the st rt d te of the Agreee t for the first ye r of oper tio) d e di g J e 30th of e ch ye r d sh be fi ed with St te o ter th the fo owi g September 30th. I dditio , withi 45 d ys of the expir tio or termi tio of this Agreee t, the P rkw y Tr st sh s bmit to St te Oper tio s Report for the period of oper tio ot pre io s y reported, prep red s set forth bo e. The Oper tio s Report sh be i be to the p blic po req est. F rthermore, the Co ser cy d the P rkw y Tr st sh post the Oper tio s Report o e ch

of the project with the. The Operation Report shall include a financial report and detail of activities performed including, but not limited to operating activities such as:

- 1) Overview of Operation
- 2) Financial Schedule
- 3) Special Event
- 4) Interactive Activities
- 5) Cultural Resource Activities
- 6) Natural Resource Activities
- 7) Recreation Programs

F. Event Report

G. The Parkway Trust shall provide the Conveyance Property Inspection Report after every event activity. The report shall include, but not be limited to, the number of participants and volunteers, location and general condition of the Property, and brief activity description. Such event report shall be submitted to the Conveyance by the 15th day of the following month, on the event information form which is attached to a **Exhibit D**.

H. Joint Public Meeting

Within 60 days following the submission of the Operation Report, the Parkway Trust shall present the Operation Report to the Conveyance Board for public review and comment. The Parkway Trust shall obtain and install necessary accounting equipment acceptable to the State, through which the Parkway Trust shall code all goods received from the operation of the Property. The equipment shall supply an accurate coding of all sales and produce a receipt for each transaction. All such equipment shall always be available for public use. The Parkway Trust shall make all transaction codes available to the State upon State's request. The Parkway

T shall provide a receipt of each cost being for the full amount of a sale.

13. Utilities and Services

The Parkway T shall be responsible for all expenses relating from utilities applied to the Premises except for electrical power, which is paid for by the Conveyance.

14. Insurance

A. Liability Insurance

All other expenses, the Parkway T agree to maintain in force during the term of this Agreement comprehensive general liability insurance, including again claims for injury to person or property occurring in, upon, or about the Premises. The insurance shall have limits of not less than [One Million Dollars (\$1,000,000)] for injury to person or property; not less than [One Million Dollars (\$1,000,000)] for property damage; and shall have limits all be per occurrence and shall be adjusted annually to reflect change in the prior year's Consumer Price Index (CPI).

B. Motor Vehicle Liability Insurance

The Parkway T shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in the by The Parkway T, including, but not limited to, The Parkway T owned, leased, and non-owned motor vehicle.

C. Worker's Compensation and Employer's Liability Insurance

The Parkway T shall maintain statutory worker's compensation and employer's liability insurance for all of The Parkway T's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable. When work is performed on a Sae owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the Sae. The waiver of subrogation endorsements shall be provided. VIP Program volunteers and Sae employees

- a d und th D pa tment's Wo k C mp nsati n Insu an , an not subject to The Parkway Trust 's w k 's c mp nsati n c ag requirements.
- D. Each policy of liability insurance shall contain a itional name insure en orsements in the name of the State of California, through the San Joaquin River Conservancy, as to all insurable interests of State inclu ing, but not limite to, the Premises an all contents as follows:
- 1) State of California, its officers, agents, an employees are inclu e as a itional insure but only insofar as operations an facilities un er this Agreement are concerne ;
 - 2) The insurer will not cancel or re uce the insure 's coverage without thirty (30) ays prior written notice to State.
- E. No cancellation provision in any insurance policy shall dminish the responsibility of the The Parkway Trust to furnish continuous insurance throughout the term of the Agreement. Each policy shall be un erwritten to the satisfaction of State. A signe Certificate of Insurance, with each en orsement require , shall be submitte to State at the time this Agreement is execute , showing that the require insurance has been obtaine . Further, at least 30 ays prior to the expiration of any such policy, The Parkway Trust shall submit to State a signe an complete Certificate of Insurance, with all en orsements require by this section, showing, to the satisfaction of State, that such insurance coverage has been renewe or exten e . Within 15 ays of States' request, The Parkway Trust shall furnish State with a signe an complete copy of the require policy.

15. Hold Harmless Agreement

- A. The Parkway Trust waives all claims an recourse against the Conservancy, its officers, employees an /or agents, inclu ing the right to contribution, for any an all loss, injury, eath or amage to persons or property, cause by, arising out of, or in any way connecte with or inci ent to the con ition or use of the Premises, this Agreement, or the rights or obligations herein grante or

in whole, except those arising out of the ordinary negligent or willful misconduct of State.

- B. The Parkway Trust shall not, avoid, hold harmless, indemnify or defend the Conservancy, its officers, employees and/or agents from any and all liability, loss, damage, injury, death, claim, demand, expense, cost and fees, including, but not limited to, expert cost and attorney fees, that may be suffered or incurred by State, its officers, employees and/or agents from any cause whatsoever, arising directly or indirectly out of or in any way connected with this Agreement, the exercise or performance of any of the right or obligation hereunder in grant or in whole, or the use, violation, operation, management, control, condition, repair or maintenance of the Premises, including those arising from the alleged violation of any state or federal law, statute or regulation, including, but not limited to, the American with Disabilities Act of 1990 Title I, II, and III (ADA), except those arising out of the ordinary negligent or willful misconduct of State. The Parkway Trust will further cause such indemnification and waiver of claim in favor of State to be inserted in each contract that The Parkway Trust executes for the provision of service in connection with the Premises and/or this Agreement. The Conservancy shall not, avoid, hold harmless, indemnify or defend the Parkway Trust, its officers, employees and/or agents from any and all liability, loss, damage, injury, death, claim, demand, expense, cost and fees, including, but not limited to, expert cost and attorney fees, that may be suffered or incurred by State, its officers, employees and/or agents from any cause whatsoever, arising directly or indirectly out of or in any way connected with this Agreement, the exercise or performance of any of the right or obligation hereunder in grant or in whole, or the use, violation, operation, management, control, condition, repair or maintenance of the Premises, including those arising from the alleged violation of any state or federal law, statute or regulation, including, but not limited to, the American with Disabilities Act of 1990 Title I, II, and III (ADA), except those arising out of the ordinary negligent or willful misconduct of Parkway Trust. The

Conservancy will further encourage indemnification and waiver of claims in favor of State to benefit the changing management that the Conservancy executes for the position of the individual.

C. In the event the Conservancy is named as a defendant in any litigation related to this agreement and provided with proof of such litigation, the Conservancy shall immediately notify the Parkway Trust of such fact and the Parkway Trust shall permit the Conservancy in such litigation to proceed herein, unless State undertakes to permit it. If a defendant in such litigation, in which the Conservancy shall bring its own litigation costs, expenses and attorney fees.

16. Eminent Domain Proceedings

If the Parkway Trust alleges a portion of its land by proceeding in eminent domain, the Conservancy shall certify the land for such taking.

17. Force Majeure

If either Party is prevented, hindered or delayed in performance or obligation of its obligation under this agreement by reason of any circumstance beyond its control, including but not limited to fire, flood, earthquake, extinction, war, condition not only for itself but by the party, conflict, conflict of interest, labor dispute, riot, pandemic, epidemic, civil disorder, rebellion or revolution in any country, the party shall be excused from any further performance or obligation of the obligation effected for long such circumstance permit and the party continues to fully comply with its obligation to commence performance when and to what extent possible without delay. The party affected by such event shall do its utmost to perform its obligation as soon as possible, including its immediate duties, promptly participate and keep the other party on a periodic basis in order to inform them.

18. Public Trust

Nothing in this agreement shall be construed to limit the Conservancy's functioning, signing, or delegating any public trust responsibilities of the Conservancy, including, but not limited to, the public trust responsibilities required by PRC §32538 (b) to the public.

1 Prohibitions Against Assigning, Subletting

This agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by the Parkway Trust without obtaining the prior written consent of the Conservancy.

20 Notices

Any notice and/or report required to be given or that may be given by either Party to the other Party shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

Conservancy: State of California
San Joaquin River Conservancy
5469 E. Olive Ave
Fresno, CA 93720

The Parkway Trust: Executive Director
San Joaquin River Parkway & Conservation Trust, Inc.
11605 Old Friant Rd,
Fresno, CA 93730

21 Defaults and Remedies

- Any failure by a Party to this agreement to observe or perform a provision of this agreement, where such failure continues for 30 days after written notice of such failure, shall constitute a default and breach of this agreement. However, if the nature of the default is such that it cannot be reasonably remedied within the 30-day period, the offending Party shall not be deemed to be in default if an effective cure is commenced within the 30-day period and thereafter diligently prosecuted to completion.

- B. In the event of default by the Co-servancy, the Parkway Trust shall have the right to terminate this Agreement by providing 30 days written notice to the Co-servancy.
- C. In the event of default by the Parkway Trust, the Co-servancy shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to the Parkway Trust. In such event, the Co-servancy shall be entitled to all rights and remedies of law and/or equity, including but not limited to, costs and expenses incurred by the Co-servancy in recovering possession of and/or restoring the Premises and compensation for all time and expense proximately caused by the Parkway Trust's failure to perform its obligations under this Agreement.

22. Termination

- A. Notwithstanding the provisions of Section [21]-Defaults and Remedies, either Party may terminate this Agreement for any reason. The Party who wishes to terminate the Agreement shall give written notice of its intention to the other Party and within 90 days before the scheduled termination date. Such notice shall be in writing and shall be effective on the date of giving of the notice and shall be the scheduled date for the termination of the Agreement.
- B. In the event that the Co-servancy is the party choosing to terminate the Agreement, the Co-servancy shall pay to the Parkway Trust within 90 days of the termination date the sum of money equal to the direct cost of the improvements installed or constructed under the Premises by the Parkway Trust with the following exceptions: (a) improvements created with funds realized through income from the Premises, and (b) improvements the cost of which the Parkway Trust has been reimbursed by the Co-servancy through rents or other sources. It is expressly understood that the reimbursement provisions are not applicable when the Co-servancy terminates this Agreement for any breach of the Parkway Trust. In the event of breach, bankruptcy, insolvency, and/or bankruptcy by the Parkway Trust, or termination of Agreement under the Parkway Trust's request, the

- reformation provision shall not apply and shall not be considered an obligation of the Conservancy.
- C. State may not commence termination proceedings until such time as the funds required for termination and reformation have been obtained through appropriation by the Legislature and through the normal budgeting process of the State of California.
- D. Automatic Termination of Agreement. The Agreement shall terminate upon the occurrence of any of the following event :
- 1) The Parkway Trust loses its qualified nonprofit status as defined by the Internal Revenue Code section 501(c)(3).
 - 2) The Parkway Trust dissolved voluntarily or involuntarily pursuant to law.

23. Surrender of the Premises, Holding Over

A. Surrender

On expiration or within thirty (30) days after earlier termination of this Agreement, the Parkway Trust shall surrender the Premises to the Conservancy with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that the Parkway Trust is obligated to remove. The Parkway Trust shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing. If the Parkway Trust fails to surrender the Premises to the Conservancy on the expiration, assignment, or within 30 days after earlier termination of the term as required by this section, the Parkway Trust shall hold the Conservancy harmless for all damages resulting from the Parkway Trust's failure to surrender the Premises.

B. Holding Over

After the expiration or earlier termination of this Agreement and if the Parkway Trust remains in possession of the Premises with the Conservancy's express consent, such possession by the Parkway Trust shall be deemed to be a

t o y t n ncy t m in bl on 30 d ys w itt n notic giv n t ny ti by
ith P ty. All ovisions of this Ag nt xc t thos t ining to th
t m sh ll ly to th t o y t n ncy.

4. Real Property Acquisition

It is und stood nd g d to by th P ti s th t ll lic tions fo l o ty
ights, u t n nt to th P mis s, sh ll b d in th n of nd on b h lf of th
Cons v ncy, nd sh ll b subj ct to th io w itt n ov l of th Cons v ncy.

5. Compliance with Laws, Rules, Regulations, and Policies

Th P kw y Tust and its offic s, g nts, loy s, cont cto s, and
subcont cto s sh ll co ly with ll lic bl l ws, ul s, gul tions, nd o d s
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l ws, ul s, o din nc s, gul tions, o oth qui nts h ving th fo c of l w
ff cting th o tion of th P mis s, including but not limit d to l ws ff cting h lth
nd s f ty, h z dous m t i ls, p st cont ol activiti s, histo ic l p s v tion,
nvi on nt l co li nc , nd building st nd ds.

6. Non-discrimination

- A. Pu su nt to PRC §5080.34, this Ag nt nd v y cont ct on l nds th t
subj ct to this Ag nt sh ll x ssly ohibit disc imin tion g inst
ny son b c us of s x, s xu l o i nt tion, c , colo , ligious c d,
it l st tus, nc st y, n tion l o igin, dic l condition, g (40 nd bov),
nd dis bility (nt l nd hysic l) including HIV nd AIDS.
- B. Th P kw y Tust sh ll co ly with th ovisions of th F i E loy nt
nd Housing Act, Gov n nt Cod §12900 t s q., nd th lic bl
gul tions omulg t d th und (CA Cod R gs, tit. 2, §7285.0 t s q.).
Th lic bl gul tions of th F i E loy nt nd Housing Com mission
i l l nting Gov n nt Cod §12990 (-f), inco o t d into this
agreement by reference and made a part hereof as if set forth in full (2 CCR's
§7285.0). Th P kw y Tust sh ll giv w itt n notic of th i oblig tions und

that cause to labor organization with which they have a collective bargaining or other agreement. The Parkway Trust shall include the non-discrimination and compliance provision of that cause in a contract to perform work under and/or in connection with that Agreement.

C. In the event of violation of that section, the Conservancy will have the right to terminate that Agreement, and any portion of revenue retained by the Conservancy by reason thereof shall be borne and paid for by the Parkway Trust.

27. Disability Access Laws

A. With regard to a violation and a violation that are the responsibility of the Parkway Trust under that Agreement, and without limiting the Parkway Trust's responsibility under that Agreement for compliance with a law, the Parkway Trust shall be responsible for complying with the requirement of the American with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at §12101 of Title 42, United States Code, including Title I, II, and III of that law), the Rehabilitation Act of 1973, the California Unruh Civil Rights Act (California Civil Code Section 51) and all related regulation, guidance, and amendment to both law with regard to any improvement or new construction at the site constructed by the Parkway Trust. The Parkway Trust shall not be responsible for ensuring compliance with ADA other than to the improvement constructed by the Parkway Trust. If ADA compliance is required for the site, then that responsibility shall be entirely with the State to bring the site into compliance, and the Parkway Trust shall use a new maintenance improvement after completed by the State, but shall have no obligation to make later improvement to such improvement if ADA compliance would later mandate. In addition, the State shall indemnify and hold harmless the Parkway Trust for any action by a third party based on a violation of ADA, except to the extent related to an improvement constructed by the Parkway Trust, including reasonable legal fees and costs.

B. In regard to facilities for wheelchair Parkway Trust's responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, the Parkway Trust also shall be responsible for compliance with Government Code §4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code §7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Written approval from the Conservancy is required prior to implementation of any construction activity to ensure plans to comply with accessibility requirements.

28. National Labor Relations Board Certification

By signing this Agreement, the Parkway Trust does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Parkway Trust within the 2 year period immediately preceding the date of this Agreement because of the Parkway Trust's failure to comply with a federal court order that the Parkway Trust shall comply with pursuant to an order of the National Labor Relations Board.

29. Environmental Compliance and Resource Protection

All the Parkway Trust shall comply with State's Cultural and Natural resource management policies and mandates in the conduct of all activities that may potentially affect cultural, natural, and/or scenic values, and is responsible for maintaining current knowledge of these requirements as they may be amended. These mandates include but are not limited to the California Environmental Quality Act (CEQA/PRC §21000 et seq.), the Memorandum of Understanding between California State Parks and the Office of Historic Preservation Executive Orders W-26-92 and B-10-11, Native American Ancestral Lands Executive Order N-15-19 and Departmental Notice 2007-05, Departmental Notice 2004-02, PRC §§5024, 5024.5 and 5097 et seq., the Native American Graves Protection and Repatriation Act (NAGPRA) (PL 101-601, 25 U.S.C. 3001 et seq., 104 Stat. 3048) Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings,

C for the Endangered Species Act, the Federal Endangered Species Act, the Clean Air Act, Clean Water Act, and the Potable Cooperative Water Quality Act. Wherever applicable, the Federal Executive, the National Historic Preservation Act (NHPA) - §106 (36 CFR Part 800.1 to 800.16) and the National Environmental Policy Act (42 USC §4321) will be equated as well. The Clean State Parks Department Operations Manual (DOM 300, 400, 2000) for future and current resources shall also be compared with for projects with potential to affect resources.

B. All resource management projects proposed with the Premises will be undertaken with the appropriate permitting and provisions equated by the respective state, with oversight by the appropriate State staff and state permitting authorities successfully dependent on the project type and scope of work.

C. Selective format will be segregated from general public distribution as equated by state and federal law (Clean Government Code §§65040 2(g)(3); 6254 10; 43 CFR 7, §7 18())

30. Hazardous Substances

A. On the Premises the Property Trust shall not: (1) keep, store, or sell any goods, merchandise, or materials that are or may be exposed to hazardous; (2) carry on any offensive or dangerous trade, business, or occupation; (3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings or property; or (4) do anything other than as provided for in this Agreement.

B. Nothing in this section shall preclude the Property Trust from buying, keeping, or using goods or about said Premises such materials, supplies, equipment, and machinery as is appropriate to customary in the chemical, metal, cement, distillation, and collection of products. Gasoline, oil, and other materials considered under the law to be hazardous to health and safety shall be stored, handled, and disposed as equated by law.

C. The Property Trust shall comply with laws, federal, state, local, existing during the term of this Agreement pertaining to the use, storage, transportation,

a total of a y hazard ou sub ta ce, a that term ef e uch a l cable law. I the eve t the Co erva cy or a y of t aff late , ucce or , r c al , employee , or age t houl cur a y lab l ty, co t, or e e e, clu g attor ey fee a co t , a a re ult of the Parkway Tru t's l legal u e, torage, tra ortat o , or o al of a y hazard ou sub ta ce, clu g a y etroleum ervat ve, the Parkway Tru t hall rotect, em nfy, efe , a hol harmle a y of the e v ual aga t uch lab l ty. Where the Parkway Tru t fou to be breach of th rov o ue to the ua ce of a gover me t or er rect g the Parkway Tru t to cea ea e t a y l legal act o i co ecto with a hazard ou sub ta ce, or to reme ate a co tam i ate co t o rectly cau e by the Parkway Tru t or a y er o act g u er the Parkway Tru t's direct control or authority, the Parkway Tru t hall be re o ble for all co t a e e e of com p y g with uch or er clu g a y a alle e e m p o e o r curre by the Co erva cy co ecto with or re o e to uch gover me t or er.

D. Notw th ta g the forego g, the eve t a gover me t or er ue am i g the Parkway Tru t , or the Parkway Tru t cur a y lab l ty ur g or after the term of the Agreeme t co ecto with co tam i at o that ree te the Parkway Tru t's obligato a occu a cy u er th Agreeme t, or r or agreeme t or that were ot rectly cau e by the Parkway Tru t , the Co erva cy hall be o lely re o ble a betwee the Parkway Tru t a the Co erva cy for all e e e a effort co ecto wherew th, a the Co erva cy hall rembur e the Parkway Tru t for all rea o able e e e actually curre by the Parkway Tru t therew th, clu g rea o able attor ey fee a co t .

E. All e t co trol act v te , chemical a o -chemical, hall be a rove by the Co erva cy r or to act o by the Parkway Tru t. The Parkway Tru t or the e t co trol bu e act g o behalf of the Parkway Tru t hall ubmit a Pe t Co trol Recomme ato (DPR 191), or equ vale t, to the Co erva cy for a roval. The Co erva cy hall a rove or e y the reque t w th 14 ay of rece t of uch reque t. The Co erva cy's review a a roval hall be

so for compliance with the Conservancy's policies and in no way shall interfere with the Parkway Trust or its contractors, employees, agents, or representatives from compliance with laws and regulations on any such activities, or from any other work in a workmanlike manner.

The Parkway Trust or the project owner shall obtain a permit from the Parkway Trust to submit a permit application for the proposed work for a permit application to the State not later than 7 days after the permit application is submitted on a Permit Control Recommendation (DPR 191), or equivalent.

31. Signs and Advertising

No commercial signs, logos, names, posters, or advertising matter shall be installed, painted, or affixed upon Premises without prior written approval of the Conservancy. Approval will be granted only when said signs or advertising is consistent with the purposes of this Agreement.

At times during the term of this Agreement, the Parkway Trust shall post at a commonly used entrance to Premises a sign that states "Park Operated by the River Parkway Trust, No State Services Available".

At the Conservancy's request, the Parkway Trust shall adjust public outreach messaging in print, mail, social media and verbal messages conveyed through media outlets to protect visitors in order to ensure safety of the site, protection of natural resources, and presentation of the Parkway Trust and Conservancy's common goals for the San Joaquin River Parkway. This paragraph is not meant to interfere with the Parkway Trust's authority to act independently and comment on issues discussed in public hearings before the Conservancy Governing Board or any other State or Local Government.

32. Photography

The Conservancy may permit persons or organizations to conduct the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary purposes of park operations. Permits authorized by the Conservancy shall not be deemed to be a pre-emptive activity with regard to the Parkway Trust's rights to possession and operation under this Agreement.

33 Intellectual Property Rights

A. Clarify Ownership of Pre-existing Intellectual Property Rights

Other than specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials belonging to and/or associated with the Conservancy shall be used, circulated, or published without the express written consent of the Conservancy. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in the Parkway Trust any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Agreement. Any and all materials provided to the Parkway Trust by the Conservancy to aid their performance under this Agreement shall be used by the Parkway Trust for the exclusive benefit of the Conservancy and for the authorized purposes under this Agreement only. Such materials shall be treated as proprietary by the Parkway Trust, for the benefit of the Conservancy. In the event that the Parkway Trust wishes to use materials provided by the Conservancy for any other purpose, the Parkway Trust must obtain separate license from the State that specifically identifies the licensed material and rights granted in connection therewith.

Any trademarks and/or copyrights belonging to the Parkway Trust prior to the commencement of the Agreement shall remain in the Parkway Trust's sole ownership upon termination of the Agreement.

B. Ownership of New Logos and Trademarks Developed During Agreement

Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement that in any way associate with, identify or implicate affiliation with the Conservancy and/or are funded by the Conservancy shall be approved in writing by the Conservancy, shall belong to the Conservancy upon creation, subject to express written agreement otherwise, and shall continue in the Conservancy's exclusive ownership upon termination of the Agreement. Further, all good will and other rights in said marks shall inure to the benefit of the State as the mark owner.

C. Ownership of Intellectual Property Rights Developed by the Pakay Trust for the Company, Assets and Support Written Agreement

All copyright materials developed and created by the Pakay Trust for the Company during the term of this Agreement shall be deemed to be "works for hire" under the United States Copyright Act 17 USC §101 et seq. and shall, unless otherwise agreed to in writing, remain the property of the Company, and continue in State's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, the Pakay Trust intends and agrees to assign to the Company all rights, title, and interest in and to all works created pursuant to this Agreement as well as all intellectual property rights.

The Pakay Trust agrees to cooperate with the Company and to execute any document as may be necessary to give the foregoing provisions full force and effect including, but not limited to, assignment of copyright.

D. The Pakay Trust Rights in Support of the Work

Any copyright materials and/or trademarks developed and created by the Pakay Trust support and apart from this Agreement shall remain the property of the Pakay Trust and shall continue in the Pakay Trust's exclusive ownership upon termination of this Agreement. In the event that any trademark and/or copyright materials created by the Pakay Trust during the term of this Agreement are the same as proposed for use in connection with the Pakay Trust's performance under the Agreement, the Pakay Trust shall promptly notify the Company in writing of its intention to take ownership in the specific trademark and/or copyrights.

E. Intellectual Property Rights Governing Construction Projects and/or The Pakay Trust Deliverables

As stated above, any works developed by the Pakay Trust pursuant to this Agreement, including all related copyrights and other proprietary rights therein, shall be deemed to be "works for hire" under the United States Copyright Act, 17 USC §101 et seq., and shall remain the property of the Company, and continue in

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Th Pa kway Tu t ag ot to i co po at i to o mak a y liv abl p t upo a y o igi al wo k of autho hip o l t ll ctual P op ty Right of thi pa ti without (1) obtai i g th o va cy's p io w itt p mi io , a (2) g a ti g to o obtai i g fo Stat a o xclu iv , oyalt y-f , pai -up, i vocabl , p p tual, wol -wi lic to u , p o uc , ll, mo ify, publicly a p ivat ly p fo m, publicly a p ivat ly i play, a i t ibut , fo a y pu po what o v , a y uch p io wo k .

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to incorporate these provisions into all of its contracts with clients, employees, and other consultants.

The Parkway Trust, its sole executive, shall hold harmless, defend, indemnify and reimburse the Trust for any and all damages, losses, expenses, judgments, and claims incurred by the Trust in connection with the delivery of the services. The Parkway Trust shall pay all costs, expenses, losses, damages, judgments, and claims incurred by the Trust in connection with the delivery of the services, and other costs.

34. Donor Recognition

The Parkway Trust agrees that any recognition for donations made related to the operation or maintenance of the Premises shall be made in accordance with State's Donor and Solicitor Registration Guidelines.

35. Child Support Compliance Act

A. The Parkway Trust recognizes the importance of child and family support relating to child and family support for the future, including but not limited to, disclosure of information and compliance with the requirements to disclose obligations and shall fully comply with all applicable state and federal laws provided in Family Code §5200 et seq.

B. To the best of its knowledge, the Parkway Trust is fully complying with the requirements to disclose of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

36. No Third Party Beneficiaries

This Agreement is not intended to and does not create any third party rights and no one else shall be relied on by any other than the Parkway Trust and the Corporation.

37. Disputes

The Parkway Trust shall continue with any and all responsibilities under this Agreement during any dispute.

38. Limitation

The reement subject to all valid and existing claims of title that may affect Premise .

3. Section Titles

The section titles in the reement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or content of the reement or in any way affect the reement.

40. Agreement in Counterparts

The reement may be executed in counterpart, each of which shall be deemed an original.

41. Inspection

The Conservancy or its authorized representative shall have the right at all reasonable times to inspect the Premise to determine compliance with the provisions of the reement.

42. Successors in Interest

Unless otherwise provided in the reement, the terms, covenant, and condition contained herein shall apply to and bind the heirs, successors, executor, administrator, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

43. Partial Invalidity

If any term, covenant, condition, or provision of the reement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

44. Time of Essence

Time shall be of the essence in the performance of the reement.

45. Duration of Public Facilities

By entering into the reement, the Conservancy makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at the unit, or the continuation of the Conservancy's ownership of the same, nor does the Conservancy

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eg di g he P emises.

46. Waiver of Rights, Claims, and Agreement Terms

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exh s ed by he exe cise he eof i o e o mo e i s ces. The igh s, powe s, op io s,
d remedies give o he Co se v cy by his Ag eeme sh ll be deemed c mul ive.

47. Interpretation of Agreement

This Agreement is made and subsists by the laws of the State of California in all respects so in and by itself, complete, effective and enforceable.

48.Independent Contractor

In the performance of his Agent duties, the Parkway Trust's disbursements, general and employees shall be in complete dependency on its office so employees of State. Notwithstanding the provision of his Agent duties, the Parkway Trust is not liable for any cost or fee, except as covered by the collected funds for the Premises, except in case of incurrence as stated hereunder for the Parkway Trust's negligence or willful acts.

49. Modifications and Approval of Agreement

This Agreement does not embody the entire Agreement between the Parties. The oral and written copy of it may be changed, amended, modified, limited, or extended orally by any Agreement between the Parties. Less such Agreement be

in writing, signed, and acknowledged by the Conservancy and the Parkway
Trust to their respective interests

50. Miscellaneous

Unless otherwise stated, all reference to "days" in this Agreement shall mean
calendar day

IN WITNESS WHEREOF, the Parties have executed this Agreement and shall
be effective once approved by State and controlling agencies as applicable

San Joaquin River Conservancy:

DocuSigned by:

By: RD85257A1B334E2 Date: 12/7/2022
John M. Shelton
Executive Office

San Joaquin River Parkway and Conservation Trust:

DocuSigned by:

By: 768A11D9183E49A... Date: 12/7/2022
Sha on Weave
Executive Director

Rob Bonta, Attorney General of the State of California

Approved as to legal sufficiency:

DocuSigned by:

By: 85C3DA1E29E3445 Date: 12/8/2022
Jackie Vu
Deputy Attorney General

A D:

D A TMENT OF GEN AL S IC S:

51 b t A – Premises



52 b t B – Operat on and Ma ntenance Budget

The below budget is an estimate of the Parkway Trust's anticipated costs for monthly operations. The budget has been produced based on actual data from the Parkway Trust's experience as the current public access operator at Sycamore Island. The Conservancy.

| | Monthly Estimate |
|---|-------------------------|
| Revenue | |
| Gate Fees | \$ 5,391.67 |
| Annual Pass Sales | \$ 2,416.67 |
| Bait Sales | \$ 975.00 |
| Snack Sales | \$ 562.50 |
| Equipment Rentals | \$ 533.33 |
| Total Revenue | \$ 9,879.17 |
| Expense | |
| Salaries | \$ (24,583.33) |
| Utilities | \$ (550.83) |
| Restrooms | \$ (1,100.00) |
| Supplies | \$ (175.00) |
| Indirect Cost Recovery at 22.06% | \$ (5,825.86) |
| Total Expense | \$ (32,235.03) |
| Net Operating Expense | \$ (22,355.86) |
| Total over the length of Agreement (4 years) | \$1,073,081.38 |

*Indirect charges are derived from the federal allowable charges. Indirect costs include general and administrative functions, shared costs such as facilities, utilities, postage, printing, and other expenses that benefit all programs.

The Budget is an estimate of the Parkway Trust's anticipated costs for the deferred Maintenance and Improvements.

| Proposed Deferred Maintenance for Sycamore Island and the Van Buren Unit | |
|--|------------------------|
| Maintenance Item | Total Cost |
| Property Maintenance | |
| Development of a written property management plan. | \$ 2,500.00 |
| Re-Grade existing roads at Sycamore Island where public vehicle traffic will be permitted. | \$ 245,000.00 |
| Apply a stabilizing additive to any re-graded road surfaces for long-term protection. | \$ 3,729,528.00 |
| Vegetation management for Ladder fuel reduction at Sycamore Island. | \$ 300,000.00 |
| Replace/Repair electrical switch gear at power connection. | \$ 10,000.00 |
| New and/or replacement interpretive signage. | \$ 20,000.00 |
| Freshwater sportfish stocking | \$ 20,000.00 |
| Environmental permitting fees | \$ 9,000.00 |
| Property Subtotal | \$ 4,336,028.00 |
| Facility Maintenance | |
| Replace both bait shop doors and the side entrance to the storage building with steel | \$ 3,000.00 |
| Replace wooden bait shop shutters with steel shutters for added security. | \$ 5,700.00 |
| Replace or repair inoperational bait shop HVAC system. | \$ 10,000.00 |
| Replace or repair deteriorating bait shop ceiling and/or roof. | \$ 15,000.00 |
| Facility Subtotal | \$ 33,700.00 |
| Deferred Maintenance Grand Total | \$ 4,369,728.00 |

53 E b t C – Deferred Maintenance and Improvement Projects

| Proposed Deferred Maintenance for Sycamore Island and the Van Buren Unit | | | |
|--|---|---------------------|-----------------|
| *The following maintenance recommendations are listed as add alternates. | | | |
| **The provided costs represent estimated not-to-exceed (NTE) amounts. | | | |
| ***The Trust will follow state procurement policies for purchased materials and subcontracts. | | | |
| ****Additional Trust staff time may be required to facilitate each approved maintenance item. | | | |
| Maintenance Item | Quantity | Estimated Rate | NTE Total Cost |
| Property Maintenance | | | |
| 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. | na | na | \$ 2,500.00 |
| 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, washboarding, 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 accessing different areas of the property and recreational use. | 7.0 miles | \$35,000 per mile | \$ 245,000.00 |
| 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. | 7.0 miles (941,800-sq ft) | \$3.96 per sq. foot | \$ 3,729,528.00 |
| Vegetation management for Ladder fuel reduction at Sycamore Island. Sycamore Island has large quantities of eucalyptus trees within its 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 widowmakers 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 labor crews has been included as an attachment to this proposal. | na | na | \$ 300,000.00 |
| 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 (fenced in structure between the bait shop and irrigation well) be replaced soon due to its age and the severity of corrosion on the equipment. | na | na | \$ 10,000.00 |
| 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. | na | na | \$ 20,000.00 |
| 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 visitorship seen over the past two years, the ponds have faced increased fishing pressure and the populations have dwindled. Largemouth bass, bluegill, redear 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. | 4 ponds | \$5,000 per pond | \$ 20,000.00 |
| 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). | na | na | \$ 9,000.00 |
| Property Subtotal | | | \$ 4,336,028.00 |
| 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. | 3 doors | \$1,000 per door | \$ 3,000.00 |
| 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. | 10 windows totalling 114-ft ² | \$50 per sq. foot | \$ 5,700.00 |
| Replace or repair inoperational bait shop HVAC system. The existing heater core located on the roof of the bait shop stopped working. | na | na | \$ 10,000.00 |
| 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. | na | na | \$ 15,000.00 |
| Facility Subtotal | | | \$ 33,700.00 |
| Deferred Maintenance Grand Total | | | \$ 4,369,728.00 |

54. Attachment D – Property Inspection Report

SJRC - Authorized Organization's

Post-Activity Report

Authorized Organization:

Property or Properties:

Date of Activity: ____/____/____

Time of Event: _____

Co-sponsor(s) or other Organization(s) Participated:

- A. _____
- B. _____
- C. _____
- D. _____

Type of Event: _____

Event Title:

Short Description of Event:

Number of Participants: _____, Estimate of Organization Staff/Member Hours:

Estimate of Cost of Hosting/Spending/Sponsoring Organizations: _____

Include estimate for hours in preparation, staff or members hours for event, and clean-up, and post activities hours. This number is a rough estimate, no need for precise calculations

Number of Volunteers: _____, **Estimate of Volunteer Hours:** _____

Include estimate for hours in preparation, volunteer hours for event, and clean-up, and post activities hours. If members/staff are volunteers, count their hours toward Volunteer Hours. This number is a rough estimate, no need for precise calculations

Issues with Property (this can be existing issues and/or issues related to the event):
