



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

Garry Bredefeld, *Supervisor
Fresno County Board of Supervisors*

Elsa Mejia
Councilmember, 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*

Grace Kato, *Acting Executive Officer State
Lands Commission*

Stephen Benson, *Assistant Program
Budget Manager Department of
Finance*

Citizen Representatives
Bryn Forhan, *City of Fresno*

Daniel O'Connell, *Fresno County*

Jose Eduardo Chavez, *Madera County*

Stephanie Ruiz, *Youth*

Vacant, Tribal

Kari Kyler Daniska
Executive Officer

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

The San Joaquin River Conservancy Governing Board
will hold a regular meeting on
March 5, 2025,
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 20-103 (Serpentine 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 public comments 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: February PACE Meeting Summary and Review

E-2 INFORMATION ITEM: CEMEX Rockfield Modification DEIR

E-3 INFORMATION ITEM: Community Climate Action Day

E-4 INFORMATION ITEM: Ledger Island Bridge Update

E-5 INFORMATION ITEM: Property and Project Prioritization

E-6 ACTION ITEM: License Agreement for Fresno American Indian Health Project

E-7 ACTION ITEM: License Agreement for River Parkway Trust

F. REGULAR SESSION ITEMS

F-1 ACTION ITEM: Prop 84 Funds for Milburn Pond Transfer of Jurisdiction with Department of Water Resources

F-2 ACTION ITEM: Prop 68 Memorandum to Establish Guidelines

G. ADMINISTRATIVE AND COMMITTEE REPORTS

G-1 Deputy Attorney General Report

G-2 Executive Officer Report

G-3 Board Members' Reports and Comments

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

The next PACE meeting is scheduled for Thursday April 3, 2025, from 5:30-7:30 at the Woodward Park Branch Library.

I. NEXT BOARD MEETING DATE

The next Board meeting is scheduled for Wednesday, May 7, 2025. Time and location TBD.

J. ADJOURN

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



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Cecelia Gallegos, *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*

Grace Kato, *Acting Executive Officer State Lands Commission*

Stephen Benson, *Program Budget Manager Department of Finance*

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**San Joaquin River Conservancy
Parkway and Community Engagement (PACE) Group**

Wednesday February 5, 2025
5:30 – 7:30 P.M.

**Meeting Location:
River Center Conference Room
11605 Old Friant Road, Fresno, CA 93730**

And via Teams

PACE Agenda

Roll Call of Board Members and Introductions

PACE Chair, Vice-Chair, SJRC Announcements

USGBC-CC / RiverTree Presentation

Tribal Representative Appointment Applications

Ball Ranch Renaming Process

Tribal Access to Closed Properties

Update on Regulations Adoption

Property Updates

- Jensen River Ranch Extension/Jenco and Lanes Boat Launch
 - Project Update
 - Discussion
- Wildwood Native Park
 - Re-opened Jan 10
 - Discussion
- River West – Fresno
 - Design/Project Update
 - Discussion
- Sycamore Island and Van Buren Unit
 - Re-opened Jan 10
 - Discussion
- Ball Ranch and Ledger Island
 - Bridge Update
 - Discussion

Properties Overview and Prioritization

- Potential Recommendation to the Board

Community Announcements –

Time to share your upcoming activities.

Topics not covered above will be moved to the next meeting.

The next SJRC Governing Board meeting will be held March 5, 2025, location to be determined. The next P.A.C.E. meeting will be held on April 2, 2025. P.A.C.E. meetings are now quarterly.

P.A.C.E. 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
Ashley Bybee
Cheryl Moxley

Board Members:

Bobby Macaulay
Mike Karbassi
Cheryl Hudson
Gloria Sandoval
Daniel O'Connell
Jose Eduardo Chavez
Stephanie Ruiz

Community Members:

Sharon Weaver, Chair
Laura Gromis, Vice-Chair
Barry Bauer
Gary Bowser
Ed Wong
Sarah Parkes
Julie O'Kane
John Halpin
Keith Cowan
Janet Gardner
Paige Noga
Vincent Owens
Kristi Eastin
Cody Greer
Richard Sloan
Julie O'Kane

Vincent Johnston
Ted Morgan
Chelsea Hatchens
Amy Demello
Marek Warszarski
Sheila Hakimipour
Michael Goldring
Vanessa Jones
Tom Michaelson
John McDaniel
John Telles
Jolene Telles
Chuck Kroeger
Tanner Michaelson
Michael Chamunez
Tom

Outcomes:

PACE Chair, Vice-Chair, SJRC Announcements:

Sharon Weaver stated that the San Joaquin River Parkway and Conservation Trust (River Parkway Trust) expressed concerns regarding the CEMEX Rockfield Expansion Draft Environmental Impact Report. She invited the public to attend an upcoming meeting to discuss the development of comment letters to the County of Fresno.

Kari Daniska stated that the San Joaquin River Conservancy is in the process of drafting a comment letter for the CEMEX Rockfield Expansion Draft Environmental Impact Report, prior to the March 10th deadline. Additionally, she noted that at the most recent Conservancy Board meeting, the Board authorized her to enter into negotiations with the City of Fresno to establish an operation and maintenance agreement to open the Jensen River Ranch Extension and the Lanes Boat Launch for public access. Finally, she announced that the Conservancy opened Wildwood Native Park on Friday, January 10.

USGBC-CC / RiverTree Presentation:

Laura Gromis presented photos from the USGBC and RiverTree Volunteers events, highlighting two cleanup efforts along the San Joaquin River.

Tribal Representative Appointment Applications:

The Governor's Office is still accepting applications for the vacant tribal position.

Ball Ranch Renaming Process:

Kari Daniska stated that she and Erin Aquino-Carhart, the Conservancy's designated tribal liaison, are in the process of consulting local tribes regarding the list of proposed names generated with assistance from PACE.

Tribal Access to Closed Properties:

John Halpin, a volunteer with the River Parkway Trust, presented his white paper on advocating for native communities, followed by a group discussion.

Kari Daniska stated that the State of California and the Conservancy has a process for government-to-government tribal consultation and reiterated that Erin Aquino-Carhart is the Conservancy's designated tribal liaison and the primary point of contact for tribal consultation. Kari stated that although Erin was not available for the PACE meeting, a copy of the white paper had been shared with her for consideration.

Update on Regulations Adoption:

The Conservancy is still in the process of reviewing and updating the draft regulations. We are actively engaging in government-to-government consultation with our tribal partners, as requested. As part of this process, we are incorporating language to allow exemptions for Native American community members and local tribes. Our goal is to have the Board approve the regulations by the end of the year, if possible.

Property Updates:

- Jensen River Ranch Extension/Jenco and Lanes Boat Launch: At the last Conservancy Board meeting, the Board authorized Kari to enter into negotiations with the City of Fresno to establish an operation and maintenance agreement to open the Jensen River Ranch Extension and the Lanes Boat Launch for public access
- Wildwood Native Park: Reopened on January 10th, the site is now open seven days a week. The Conservancy is currently planning a grand opening event with more details to follow.
- River West – Fresno: The City of Fresno is progressing toward the 65% design milestone for the River West project. The Conservancy Board has approved moving forward with funding the construction of the core project.
- Sycamore Island and Van Buren Unit: Reopened on January 10th, the site is open seven days a week. There is an amendment in the process to have the site open year around.
- Ball Ranch and Ledger Island: In 2014, the Department of Water Resources (DWR) completed a study that concluded that the bridge foundation piles are inadequate to safely carry vehicles or pedestrians due to excessive scour. A buckling failure in the pile foundation of the center pier, combined with the simple span design of the superstructure, can lead to a sudden and catastrophic failure without advance warning. Therefore, DWR recommended the bridge not be used for any purpose until steps are taken to remediate the effects of scour on the foundations, or until the existing structure is replaced. The PACE group had a discussion on how to remediate the bridge and have it considered as a priority project.

Properties Overview and Prioritization:


The PACE group had a brief discussion on project prioritization; however, this topic will be revisited and discussed in greater detail at the next PACE meeting in April.



AGENDA ITEM

March 5, 2025

Item: E-2

To: San Joaquin River Conservancy Governing Board
From: Kari Kyler Daniska, Executive Officer 
Subject: Cemex Rockfield Modification Project Comment Letter

RECOMMENDATION:

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

SUMMARY:

In December 2024, the San Joaquin River Conservancy received a Notice of Availability of a Draft Environmental Impact Report (DEIR) from the County of Fresno Department of Public Works and Planning for the Cemex Rockfield Modification Project (Project) pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines.

As presented in the DEIR, the Project will continue and modify its current aggregate (rock, sand and gravel) mining and processing operations located on two properties (Plant Site and Quarry Site) between North Friant Road and the San Joaquin River in Fresno County. The current mining and processing operations have been continuous at the two sites for 106 years.

The Project would be implemented in two stages:

Stage 1: continue current operations at both the Quarry Site and the Plant Site for up to 30 years. Upon completion of mining at the Plant Site, operations at the Plant Site would cease and the site would be reclaimed as 122 acres of open space, riparian, and open water wildlife habitat. At this time, operations at the Quarry Site would then be modified, upon approval of the Modification project permit, to include hard rock (granite).

Stage 2: continue hard rock mining and processing operations only at the Quarry Site for approximately 70 more years. Upon completion of mining at the Quarry Site, operations at the Quarry Site would cease and the site would be reclaimed as 349 acres of open space, riparian, and open water wildlife habitat.

The total Project life of the combined Stages (1&2) is estimated to be up to 100 years.

The Conservancy intends to offer comments and recommendations to assist the County of Fresno in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct and indirect impacts on noise and vibration, land use and planning, recreation, and transportation within the San Joaquin River Parkway.

The Conservancy's comments will be submitted to the County of Fresno prior to the March 10, 2025 deadline.

For additional information, you may direct inquiries to San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.



AGENDA ITEM

March 5, 2025

Item: E-3

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer

Subject: Community Climate Action Day

RECOMMENDATION:

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

SUMMARY:

On February 1, 2025, the San Joaquin River Conservancy in partnership with California Volunteers, the Sierra Resource Conservation District and beautify Fresno hosted a volunteer day that included multiple partner organizations, and volunteer groups to work together on two conservancy properties for habitat restoration and maintenance projects.

At the kickoff ceremony, Senator Anna Caballero, Assemblymember Dr. Joaquin Arambula, Fresno Mayor Jerry Dyer, Conservancy Executive Officer Kari Daniska, and Parkway Trust Director Sharon Weaver gave speeches in celebration of the volunteer effort and to encourage the continued importance of caring for our environment.

The Conservancy's Press Release is provided as Attachment 1.

For additional information, you may direct inquiries to San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.

Attachment 1: Community Climate Action Day Press Release



STATE OF CALIFORNIA
**SAN JOAQUIN RIVER
CONSERVANCY**

NEWS RELEASE

February 1, 2025-

Today more than 100 volunteers and community partners participated in Community Climate Action Day, hosted by the Community Climate Action Corps in partnership with Sierra Resource Conservation District. Volunteers split into two groups to participate in ongoing restoration work at the Conservancy's River West Fresno and Jensen River Ranch Extension properties.



"Taking action on climate change begins with all of us in our own communities" said San Joaquin River Conservancy Executive Officer, Kari Daniska. "Today's volunteer event shows your desire to make an impactful effort. By helping to restore native plants to open spaces, you are helping wildlife, air quality and promoting a healthy environment for all."






AGENDA ITEM

March 5, 2025

Item: E-4

To: San Joaquin River Conservancy Governing Board
From: Kari Kyler Daniska, Executive Officer 
Subject: Ledger Island Safety Notice – PERMANENT BRIDGE CLOSURE

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, through a State Lands Commission lease, is responsible for the maintenance of an existing road right of way, bridge crossing, approach embankments, and associated riprap bank protection located near River Mile 262.2 on the San Joaquin River. The leased area, known as the Ledger Island Bridge, was built as a crossing between Conservancy owned properties in Fresno and Madera County, currently known as Ball Ranch and Ledger Island. The San Joaquin River Parkway and Conservation Trust (River Parkway Trust) is the current operation and maintenance agreement holder for Ball Ranch and Ledger Island.

In 2014, the Department of Water Resources (DWR) began gathering information on the Ledger Island Bridge for planning purposes. During this early evaluation, DWR advised that a complete structural evaluation be performed prior to considering any design work.

DWR concluded that the bridge foundation piles are inadequate to safely carry vehicles or pedestrians due to excessive scour. A buckling failure in the pile foundation of the center pier, combined with the simple span design of the superstructure, can lead to a sudden and catastrophic failure without advance warning. Therefore, DWR recommended the bridge not be used for any purpose until steps are taken to remediate the effects of scour on the foundations, or until the existing structure is replaced. Since the survey completed in 2014 there have been multiple high-water events and further visible degradation to the pier, abutments and wings.

The San Joaquin River Conservancy has permanently closed the bridge and surrounding area between Ledger Island and Ball Ranch for any and all types of crossings (e.g. pedestrian, vehicle, etc.). Barriers and signage have been installed at both ends of the bridge advising the recreating public of the bridge closure due to the unsafe nature of the bridge.

At the February Parkway Action and Community Engagement (PACE) working group meeting, several participants commented that they are still actively using and crossing the Ledger Island Bridge. On February 19th, the Conservancy requested, pursuant to Section J. Public Safety, Subpart C. of the active operation and maintenance agreement, that the River Parkway Trust install additional fencing, signage and provide additional training to Park Hosts regarding the permanent closure of the bridge. The Conservancy has also posted information about the permanent bridge closure to its website.

The Conservancy and River Parkway Trust are currently working with DWR to obtain updated information and costs for a comprehensive bridge evaluation and remediation or removal of the Ledger Island Bridge. The Conservancy and River Parkway Trust are also looking into available funding and potential design and construction costs for a new, pedestrian river crossing.

It is anticipated that at the May Conservancy Board meeting a discussion on property and project prioritization will occur, which will include PACE recommended project alternatives for Ledger Island Bridge or a new, pedestrian river crossing.

For additional information, you may direct inquiries to San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.



AGENDA ITEM

March 5, 2025

Item: E-5

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Property and Project Prioritization

RECOMMENDATION:

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

SUMMARY:

In 2024, California voters passed the \$10 billion Climate Bond, which will invest in urgent protections against extreme heat, wildfire, sea level rise, and flooding, as well as investments in clean water. The bond also includes funding for California's farms, natural lands, and waters to build climate resilience. The San Joaquin River Conservancy is anticipated to receive up to \$11 million to implement activities that will achieve these goals.

At the December and February Parkway Action and Community Engagement (PACE) working group meetings, potential Conservancy projects that could utilize Climate Bond and other funding sources were discussed. Several proposed Conservancy projects are of interest to the community (Attachment 1); however, the implementation of all projects exceeds the Conservancy's available funding. It is anticipated that the April PACE meeting will further discuss and narrow proposed Conservancy projects, based on community feedback and funding availability.

Conservancy Staff will be seeking further direction from the Board on their top 3 property and project priorities at the May Conservancy Governing Board meeting.

For additional information, you may direct inquiries to San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov

Attachment: Property and Project Prioritization List



Future/Potential Projects												
Property	Status	Improvements	CEQA status	Funding match (Measure P, Federal funds..)	Offers Connectivity to an Open Parkway property	Allows for hand Launching	Type of Project: Access/Resto ration/safety	Addresses site issues	Commitment for O&M	Estimated Improvement Cost	SJRC O&M Cost annually	County
River West Fresno - core project	Closed	Major capital project	permits in progress	City Fresno&Measure P	Yes	Yes	Access	Yes	City of Fresno	\$10,600,000 +	TBD	Fresno
Circle V Demo, house, pool, septic	Closed	Demo and pool removal	needs review	no	No	No	Safety	Yes	DGS lead	\$722,000-1,038,000	n/a	Madera
Bridge - Ball Ranch to Ledger Island	Closed	Major capital project	needs completion	no	Yes	No	Access	Yes	TBD	unknown	TBD	Madera-Fresno
Camp Pashayan Minor Improvements	Closed	Minor improvements	needs completion	Measure P	No	Yes	Access	Yes	City of Fresno	\$150,000**	TBD	Fresno
Lanes - open as Launch site	Closed	Minor improvements	needs review	Measure P	Yes	Yes	Access	n/a	TBD	unknown	TBD	Fresno
Jensen River Ranch extension (Jenco)	Closed	Parking improvements	needs completion	Measure P	Yes	No	Access	Yes	City of Fresno	unknown	TBD	Fresno
Liddell - seasonal paddling	Closed	Minor improvements	needs review	unknown	To Golf Course	Yes	Access	n/a	TBD	unknown	TBD	Fresno
River West Fresno - alternative 1 & 5B	Closed	Major capital project	permits in progress	no	Yes	Yes	Access	Yes	City of Fresno	\$16,000,000 +	TBD	Fresno
Circle V - bluff/trail stabilization	Closed	Major capital project	needs completion	no	No	Difficult	Safety&Access	Yes	TBD	\$5,000,000	TBD	Madera
Circle V - parking and restroom	Closed	Major capital project	needs completion	no	No	No	Access	Yes	TBD	\$5,000,000	TBD	Madera
River Vista (in Friant)	Closed	Major capital project	completed	Co. of Madera	No	Yes	Access	Yes	State Parks	\$3,500,000	TBD	Madera
Circle V - full plan	Closed	Major capital project	needs completion	no	No	No	Access	Yes	TBD	\$40,000,000	TBD	Madera
Lanes as Conference Center full build	Closed	Major capital project	needs completion	no	Yes	Yes	Access	n/a	SJRC	\$2,500,000	TBD	Fresno
Camp P & Western Reaches full build	Closed	Major capital project	needs completion	no	Yes	Yes	Access	Yes	TBD	\$111,000,000	TBD	Fresno
Bluff Point Golf repair road & building	Open	Building and Road	needs completion	no	To Golf Course	n/a	Safety	Yes	SJRC	unknown	TBD	Fresno
Various properties needs	All open & closed	Signs/Gates/Fences	n/a	no	n/a	n/a	Safety	Yes	SJRC	unknown	TBD	Madera-Fresno

**Measure P funds if approved by City

Current Projects

Property	Status	Improvements	CEQA status	Funding match (Measure P. Federal funds..)	Commitment for O&M	1x cost in contract or Improvement Cost	SJRC O&M Cost annually	Funding match for O&M or profit	County
Sycamore Island & Van Buren	Open	Minor improvements	complete	No	O&M w/ Trust	\$4,300,000	\$273,270	n/a	Madera
Ball Ranch & Ledger Island	Open	Minor improvements	complete	No	O&M w/ Trust	\$637,500	\$525,000	n/a	Fresno
Jensen River Ranch	Open	Minor improvements	complete	Measure P	O&M w/ City of Fresno	\$0	\$800	\$108,189	Fresno
Friant Cove	Open	n/a	complete	No	O&M w/ St. Parks	\$0	\$72,000	n/a	Fresno
Wildwood	Opening soon	Minor improvements	complete	No	O&M w/ vendors	\$25,000	\$80,000	n/a	Madera
Bluff Point Golf Course (leasee)	Open	as is	complete	profit from lease	lease profit	\$0	\$0	\$28,500	Fresno
Lanes House as SJRC Headquarters	Operational need	Minor maintenance	n/a	No	SJRC	\$40,000	\$30,000	n/a	Fresno
CHP - on-going security need	All open & closed	Security	n/a	CHP	CHP		\$50,000	n/a	Fresno & Madera
Annual O&M Total							\$1,031,070	\$136,689	

Properties held in conservation

			O&M	O&M Cost/Profit annually	County
Schneider	Conservation	n/a	SJRC	\$0	Madera
Beck	Conservation	n/a	SJRC	\$0	Fresno
Cobb	Conservation	n/a	SJRC	\$0	Madera
Gibson House	Conservation	n/a	SJRC	\$5,000	Fresno
Vulcan	Conservation	n/a	Vulcan	\$6,000	Fresno
Cottonwood Ck/Wagner (w/ house)	Conservation	n/a	St. Parks	\$5,600	Madera

* = high public interest at PACE


Yes or Complete
Partially complete or needs review
No or Needs to be Completed



AGENDA ITEM

March 5, 2025

Item: E-6

To: San Joaquin River Conservancy Governing Board
From: Kari Kyler Daniska, Executive Officer 
Subject: Authorize Executive Officer to Issue License Agreement to Fresno American Indian Health Project

RECOMMENDATION:

Conservancy Staff recommend the Governing Board to authorize the Executive Officer to issue a License Agreement between the San Joaquin River Conservancy and Fresno American Indian Health Project (FAIHP) for cultural resource gathering, stewardship, and education programs.

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.

Conservancy Staff have prepared a proposed license agreement for the Conservancy Governing Boards consideration (Attachment 1). The License agreement will allow the Fresno American Indian Health Project to perform cultural resource gathering, stewardship, and education programs.

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

For additional information, you may direct inquiries to San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.

Attachment: Proposed License Agreement



THE STATE OF CALIFORNIA
RESOURCES AGENCY
SAN JOAQUIN RIVER CONSERVANCY

LICENSE AGREEMENT
Fresno American Indian Health Project
Cultural Resource Gathering, Stewardship, and Education Programs

1. Identification of Parties.

This License Agreement is entered into upon signature by both parties between the San Joaquin River Conservancy (hereafter referred to as "Conservancy") and Fresno American Indian Health Project (hereafter referred to as "FAIHP").

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 FAIHP a License (hereafter referred to as the "License") to enter and use the Property for the following purposes:

a) FAIHP-supervised activities, including but not limited to, the collection of cultural resources, including riparian and upland perennials, shrubs, and trees and the planting, transplanting, maintenance, and stewardship of cultural resources with members, partners, and/or volunteers.

b) FAIHP-supervised nature walks and traditional ecological knowledge and cultural resource programs and events for children and adults. FAIHP shall at all times enforce the Volunteer Duty Statement and ensure that all volunteer activities are scheduled in advance with the Conservancy. Pre-activity, pre-event site reconnaissance by event coordinators shall also be scheduled in advance with the Conservancy. 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.

FAIHP 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, FAIHP 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, FAIHP 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 FAIHP 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, FAIHP must use reasonable care and may not unreasonably increase the burden on the Property.

9. Schedule of Use.

A. Conservancy

FAIHP 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 to info@sjrc.ca.gov, Cheryl.Moxley@sjrc.ca.gov and Kari.Daniska@sjrc.ca.gov. Said notice shall not be deemed approved until FAIHP 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 Conservancy's Executive Officer, at their sole and absolute discretion, may direct FAIHP 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's 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's Executive Officer, at their sole and absolute discretion, shall make a 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. Circle V Ranch Property

FAIHP shall provide 72 hours' notice for activities on the closed Circle V Ranch (hereafter referred to as "Circle V") property. FAIHP understands that Circle V is closed to the public and, therefore, does not have regular maintenance or amenities commonly available in properties open to public access. The property may be used in its current condition. The Conservancy does not maintain the unimproved trail along the bluff and disapproves of its use. FAIHP must use an alternative route to the San Joaquin River (hereafter referred to as "the River"). FAIHP may access the property by boat from the River any other proposed access must be approved by the appropriate landowner. The property does not have trash facilities, potable water, irrigation, electricity, or bathrooms available onsite. FAIHP must plan accordingly and pack out any trash brought into the property.

C. Ball Ranch and Ledger Island Properties

The Conservancy and the San Joaquin River Parkway and Conservation Trust, Inc. (hereafter referred to as "River Parkway Trust") have entered into an agreement obligating the River Parkway Trust to operate and manage the Ball Ranch and Ledger Island properties, including managing all activities performed under license to the Conservancy on the premises. FAIHP shall provide notice to the River Parkway Trust of the proposed date(s), time and place of any and all proposed stewardship activities on Ball Ranch and Ledger Island. 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 FAIHP receives written approval by the River Parkway Trust. Said notice shall allow the River 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. The River Parkway Trust or the Conservancy, in either's sole and absolute discretion, may direct FAIHP 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 River 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 River 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 FAIHP receives written confirmation of receipt of notice from the Conservancy. Emailed notices are preferred and should be sent to the Conservancy at info@sjrc.ca.gov, the River Parkway Trust at jsalimbene@riverparkway.org and sweaver@riverparkway.org, and to FAIHP at mpipkin@faihp.org. If mailed notices are necessary, the Conservancy's mailing address is PO Box 28338 Fresno, CA 93729; the River Parkway Trust's is 11605 Old Friant Rd, Fresno, CA 93730; and, if to FAIHP, at 1551 E. Shaw Ave, Fresno, CA 93710. 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.

FAIHP shall provide adequate supervision of each event from setup, and throughout the 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 their 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 FAIHP's programs and be supervised at all times by a parent, guardian, or qualified staff. Adult volunteers must be enrolled as such with the FAIHP.

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

FAIHP 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 FAIHP, may be required for longer or larger events.

FAIHP 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 FAIHP.

FAIHP 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.

FAIHP shall provide the Conservancy with a post-activity report after every volunteer activity. The report shall include, but not be limited to, the number of participants and volunteer hours, location and brief activity description using the electronic reporting form:

<https://forms.office.com/g/RUWae2X3P5>

14. Improvements.

FAIHP shall place no improvements of any kind or nature on the Property without the prior written permission of the Conservancy. All approved improvements will become the property of Conservancy.

15. Property Damage.

FAIHP 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 FAIHP.

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.

FAIHP 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 FAIHP, its agents, employees, or any third party (other than an agent, employee or invitee of Conservancy), or
- (2) The FAIHP 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 FAIHP's use and occupancy thereof, FAIHP 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.

FAIHP 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 FAIHP'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, FAIHP 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 FAIHP under this License. FAIHP 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. FAIHP 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, FAIHP 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 FAIHP 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 FAIHP by the grant of this License.

18. Termination of Occupancy.

Not applicable.

19. Compliance with Laws.

FAIHP, 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.

FAIHP 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 FAIHP under this License. FAIHP shall comply with all regulations adopted by the Conservancy.

20. Media Contacts.

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

21. Default.

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

If FAIHP 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 FAIHP 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 FAIHP.

STATE OF CALIFORNIA, SAN JOAQUIN RIVER
CONSERVANCY:

Date:

San Joaquin River Conservancy
Kari Kyler Daniska, Executive Officer

LICENCEE, FRESNO AMERICAN INDIAN HEALTH
PROJECT:

Date:


Fresno American Indian Health Project
Selina De La Peña, Chief Executive Officer
sdelapena@faihp.org



AGENDA ITEM

March 5, 2025

Item: E-7

To: San Joaquin River Conservancy Governing Board
From: Kari Kyler Daniska, Executive Officer 
Subject: Authorize Executive Officer to Issue License Agreement to San Joaquin River Parkway and Conservation Trust, for the River West E-Pond Habitat Enhancement

RECOMMENDATION:

Conservancy Staff recommend the Conservancy Governing Board authorize the Executive Officer to issue a License Agreement between the San Joaquin River Conservancy San Joaquin River Parkway and Conservation Trust (River Parkway Trust) for River West E-Pond area habitat enhancement activities as identified in WCB grant agreement WC-1962HW, Project ID: 2019200 and Amendment No. 01.

SUMMARY:

In April of 2020 the Wildlife Conservation Board entered into an agreement with the San Joaquin River Parkway and Conservation Trust, a 501(c)3 non-profit, for a sum not to exceed five hundred eighty-eight thousand dollars (\$588,000) for the purpose of installing irrigation, revegetation of annual grassland, planting upland and riparian vegetation to create native habitat on a 23 acre section of land within the 291 acres of State of California, San Joaquin River Conservancy, owned property commonly referred to as River West, Fresno. One amendment has been approved, which extends the project completion date to 3/29/2027. A management plan is included in the original grant agreement, this includes 25 years of post-project monitoring and management.

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 1). The License agreement will allow the River Parkway Trust to perform River West E-Pond area habitat enhancement activities. A separate license agreement will be issued for post-project monitoring and management.

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

For additional information, you may direct inquiries to the Conservancy Administration Lead, Rebecca Raus, at rebecca.raus@sjrc.ca.gov, and WCB San Joaquin River Conservancy Program Manager, Erin Aquino-Carhart, at erin.aquino-carhart@wildlife.ca.gov.

Attachments: Proposed License Agreement and Volunteer Duty Statement



THE STATE OF CALIFORNIA
RESOURCES AGENCY
SAN JOAQUIN RIVER CONSERVANCY

LICENSE AGREEMENT
San Joaquin River Parkway and Conservation Trust
Habitat Enhancement Activities – River West E Pond

Effective Dates – Upon Approval-3/29/2027

1. Identification of Parties.

This License Agreement is entered into upon final signature by both parties between the San Joaquin River Conservancy (hereafter referred to as “Conservancy”) and The San Joaquin River Parkway and Conservation Trust (hereafter referred to as “River Parkway Trust” or “Licensee”).

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 County, California. The project site is 23 acres between E Pond and the bluff within the 291 acres of River West, Fresno (hereafter referred to as the “Property” or “Project site”).

3. Consideration.

The consideration for this agreement is to fulfill grant agreement activities, and the furtherance of the goals and policies of the San Joaquin River Conservancy Act to provide for conservation and restoration within the Parkway.

4. Grant of License.

Conservancy grants the River Parkway Trust a License (hereafter referred to as the “License”) to enter and use the Property (as defined in #2 above) for the following purposes:

- a) River Parkway Trust-supervised habitat enhancement/restoration activities and project monitoring as outlined in Wildlife Conservation Board Grant Agreement WC-1962HW, project ID 2019200 and Amendment No. 01 (hereafter referred to as the “WCB Grant Agreement”).
- b) This license is for access and use of the property for the licensee and its members, officers, employees, agents, and volunteers for the following purposes:
 - a. Planting native upland and riparian plants
 - b. Weed management and irrigation to sustain planted trees and shrubs
 - c. Community volunteer efforts consistent with the restoration activities
- c) Activities may also include invasive plant management, minor repairs, species monitoring, and

general maintenance related Grant Agreement Exhibit F Management Plan.

- d) Only grant activities may be conducted under this license agreement, no other property alterations shall occur without prior written approval from the Conservancy.
- e) When undertaking River Parkway Trust-supervised events utilizing people other than River Parkway Trust staff, the River Parkway Trust shall at all times enforce the Volunteer Duty Statement and ensure that all volunteer activities are scheduled 72 hours 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. Volunteer activities shall conform to Exhibit A, Duty Statement.
- f) Licensee understands that the property is closed to the public and, therefore, does not have regular maintenance or amenities commonly available in properties open to public access. The property may be used in its current condition.
 - a. The property does not have trash facilities, potable water, electrical plug ins, or bathrooms available onsite. The licensee must plan accordingly and pack out any trash brought into the property. Waste must be removed at River Parkway Trusts' expense.
 - b. Licensee must provide at least one bathroom for volunteer events at their own expense. Bathroom must be removed from the property within 48 hours of event completion.
 - c. The property's gates shall be always locked, except as necessary for Permittee's equipment and personnel to pass. Licensee is responsible for opening and closing gates for any vendors; gate codes are not to be given out or shared with anyone beyond Licensee staff.
- g) As stated in WCB Grant Agreement, the Licensee shall recognize the cooperative nature of the project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referring to the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of the Grantor.
- h) No signage, including temporary tabletop signage, shall be erected without prior written approval from the Conservancy. All volunteer day announcements on websites and social media platforms shall be considered advertisements and must give credit to the Grantor and landowner.
- i) The WCB Grant Agreement and all terms shall remain in effect. Nothing in this license agreement shall be interpreted as negating the WCB Grant Agreement.

5. Independent Entity.

In exercising the rights granted by, and requirements of, this License, the River Parkway Trust 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 upon approval and end 3/29/2027, unless revoked in accordance with Section 7.

7. Revocation.

Conservancy may revoke this License at will by having a written revocation notice delivered to River Parkway Trust at least 30 days prior to the termination date specified in the notice. If the WCB Grant Agreement is terminated for any reason this license agreement will be terminated on the same date.

8. Exercise of Rights.

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

9. Schedule of Use.

The River Parkway Trust shall provide a minimum 72 hours' notice for special or volunteer events to the Conservancy of the proposed date, time, and place of scheduled activities to info@sjrc.ca.gov, Cheryl.Moxley@sjrc.ca.gov, and Kari.Daniska@sjrc.ca.gov. Said notice shall not be deemed approved until the River Parkway Trust 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 Conservancy Executive Officer, at their sole and absolute discretion, may direct the River Parkway Trust to select an alternate time for the event, or may withhold permission for the proposed access. Scheduled activities approved may be later barred by the Conservancy's 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's 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.

10. Notices.

Any notices or statements herein requested or required to be given by one party to the other shall be in writing, electronically emailed or by mail. Said notice shall not be deemed received until the River Parkway Trust 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 to the River Parkway Trust at 11605 Old Friant Road, Fresno, California 93730. Either party hereto may by written notice change the address to which such notices or statements may be sent.

11. Payment.

Payment from the River Parkway Trust to perform WBC grant agreement activities is not required.

12. Special Provisions.

The River Parkway Trust shall provide adequate supervision of each event from setup, and throughout the 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 the River Parkway Trust's programs and be supervised at all times by qualified staff. Adult volunteers must be enrolled as such with the River Parkway Trust.

The River Parkway Trust 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 River Parkway Trust.

The River Parkway Trust must continue all required grant reporting to WCB.

13. Post-Activity Reports.

The River Parkway Trust shall provide the Conservancy with a post-activity report after every volunteer activity. The report shall include, but not be limited to, the number of participants and volunteer hours, location and brief activity description using the electronic reporting form:

<https://forms.office.com/g/RUWae2X3P5>

14. Improvements.

Pre-approved improvements are limited to the WCB grant agreement. The River Parkway Trust shall place no improvements, or approve improvements by others, of any kind or nature on the Property without the prior written permission of the Conservancy. All approved improvements will become the property of Conservancy.

15. Property Damage.

The River Parkway Trust 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 the River Parkway Trust. Damage caused by River Parkway Trust or volunteers shall be repaired by the River Parkway Trust at their own expense.

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.

The River Parkway Trust 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 River Parkway Trust, its agents, employees, or any third party (other than an agent, employee or invitee of Conservancy), or
- (2) The River Parkway Trust 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 the River Parkway Trust's use and occupancy thereof, Trust 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.

The River Parkway Trust 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 the River Parkway Trust'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, the River Parkway Trust 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 the River Parkway Trust under this License. The River Parkway Trust 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. Trust 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, the River Parkway Trust 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 the River Parkway Trust 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 Trust by the grant of this License.

18. Termination of Occupancy.

Not applicable.

19. Compliance with Laws.

The River Parkway Trust, 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 River Parkway Trust 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 the River Parkway Trust under this License. The River Parkway Trust shall comply with all regulations adopted by the Conservancy.

20. Media Contacts.

The River Parkway Trust shall obtain Conservancy approval prior to contacting representatives from the media regarding events scheduled on Conservancy property.

21. Default.

The River Parkway Trust shall be in default under this License if the River Parkway Trust fails or refuses to perform any covenant or condition. If Trust 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 the River Parkway Trust 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 the River Parkway Trust.

STATE OF CALIFORNIA, SAN JOAQUIN RIVER
CONSERVANCY:

Date:

San Joaquin River Conservancy
Kari Kyler Daniska, Executive Officer

LICENCEE, SAN JOAQUIN RIVER PARKWAY AND
CONSERVATION TRUST:

Date:

San Joaquin River Parkway and Conservation Trust
Sharon Weaver, Executive Director

DRAFT



Exhibit A
SAN JOAQUIN RIVER CONSERVANCY

San Joaquin River Parkway and Conservation Trust
Volunteer Duty Statement

Name of Organization: San Joaquin River Parkway and Conservation Trust (River Parkway Trust)

Purpose: To provide restoration and related irrigation services for state-owned property under the jurisdiction of the Conservancy. River Parkway Trust-supervised enhancement activities are limited to Wildlife Conservation Board (WCB) grant approved tasks, activities, and special maintenance related to events conducted pursuant to the License Agreement.

Duties: Under the direct supervision of the River Parkway Trust project coordinators, volunteers will provide various services, including (but not limited to) the following: assistance in staging events and subsequent cleanup, manual labor to perform grant activities, invasive species removal, revegetation, tree planting and other duties appropriate to the purposes described above. Duties will include supervising guests, pulling weeds, raking, hoeing, shoveling, lifting debris, and removing trash off site. 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.

Skills/Qualifications: Volunteers should possess the physical agility and strength to routinely perform the physical tasks. The River Parkway Trust 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 Trust 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 River Parkway Trust 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 Trust 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 River Parkway Trust project coordinators.

Time: As scheduled by the River Parkway Trust 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 River Parkway Trust 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 River Parkway Trust project coordinator shall be responsible for providing all instructions.



AGENDA ITEM

March 5, 2025

Item: F-1

To: San Joaquin River Conservancy Governing Board
From: Kari Kyler Daniska, Executive Officer 
Subject: Prop 84 Funds for Milburn Pond Transfer of Jurisdiction with Department of Water Resources

RECOMMENDATION:

It is recommended the Board allocate \$10,000 in Prop 84 bond funds to the Department of Water Resources to complete a property survey, legal description, and transfer of jurisdiction on the Department of Fish and Wildlife's Milburn Pond Property.

SUMMARY:

In 2019, the Board authorized an additional \$622,512 in bond funds and a grant agreement with the California Department of Water Resources (DWR) to implement the Milburn Pond Planning, Design, and CEQA Project on the California Department of Fish and Wildlife (CDFW) Milburn Pond property.

During the course of this project, the Conservancy and CDFW initiated the process of transferring ownership of Milburn Pond to the Conservancy. During the initial property survey, DWR identified overlapping parcels from Madera County and those associated with the property, which halted the transfer of ownership. Before the transfer can be completed, the property's must be surveyed, and the legal description must be corrected.

CDFW is unable to assign a surveyor to make this correction. In response, DWR has offered to assist with the survey and legal description and have provided that attached quote for services (Attachment 1). This work must be completed by a state employee who is a licensed surveyor.

The Conservancy Staff recommends that the Board approve the allocation of \$10,000 in Prop 84 bond funds to facilitate the survey, legal description correction, and transfer of jurisdiction.

For additional information, you may direct inquiries to San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov.



AGENDA ITEM

March 5, 2025

Item: F-2

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Prop 68 Memorandum to Establish Guidelines

RECOMMENDATION:

It is recommended the Board adopt Proposition 68 Memorandum for Service Area and Benefits of the San Joaquin River Parkway, Including Services and Benefits to Severely Disadvantaged Communities.

SUMMARY:

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) was approved by voters in June 2018. The total amount of funding in Proposition 68 for the San Joaquin River Conservancy is \$6,000,000. Proposition 68 requires at least 20 percent of the total funds available pursuant to each chapter must be allocated for projects serving severely disadvantaged communities. The Conservancy committed to use 60 percent of Proposition 68 funds to serve SDACs support other conservancies that could not achieve the 20 percent minimum. Proposition 68 does not define “projects serving SDACs,” leaving the Conservancy to determine its own meaning. Projects funded by and/or approved by the San Joaquin River Conservancy must be consistent with the San Joaquin River Parkway Master Plan (2018).

The San Joaquin River Parkway (Parkway) is intended and designed to serve and benefit regional residents, as well as protect resources of statewide and regional significance. Meeting the definition of a regional park, the Parkway is designed and intended to serve a broad area that encompasses several jurisdictions. At this time, generally one can drive within one-half hour to existing and planned Parkway locations from central Madera and Fresno County areas, from most points within the cities of Fresno and Madera, and from some nearby surrounding communities and cities. Regional and municipal transit options to some Parkway features may be available. The Parkway multi-use trail is part of the regional bicycle trail system planned in the City’s Active Transportation Plan and other local jurisdictions’ trail and bikeway plans.

The service area for planned Parkway projects may extend across the entirety of the cities of Fresno and Madera, both of which at this time encompass Severely Disadvantaged Communities as defined in Proposition 68. The service area for a particular project may encompass all of central Madera and Fresno County areas, and some nearby surrounding cities and communities, again encompassing communities meeting the definition of Severely Disadvantaged Communities.

The service area for planned Parkway projects may extend across the entirety of the cities of Fresno and Madera, both of which at this time encompass Severely Disadvantaged Communities which are communities with a median household income less than 60 percent of the statewide average.

For additional information, you may direct inquiries to San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov

Attachments: Memorandum - San Joaquin River Conservancy Definition of Service to Severely Disadvantaged Communities (SDACs)

San Joaquin River Conservancy Definition of Service to Severely Disadvantaged Communities (SDACs)

Purpose

This memorandum, approved _____ by the San Joaquin River Conservancy Board, defines what “serving severely disadvantaged communities” means for projects funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68). The San Joaquin River Conservancy (Conservancy) is committed to providing equitable public access to the Parkway, including removing barriers to accessing its properties to historically underserved communities.

Background

The Conservancy received \$6,000,000 of Proposition 68 funds to fulfill its purpose, “to preserve the San Joaquin River, its broad corridors, and its prominent bluffs, as a unique and important environmental, cultural, scientific, agricultural, educational, recreational, scenic, flood water conveyance, and wildlife resource for the enjoyment of, and appreciation by, present and future generations through implementation of the San Joaquin River Parkway Task Force Plan” (Public Resources Code [PRC] Sections 80110(b)(7) and 32500 et seq.).

Proposition 68 requires that at least 20 percent of these funds be used for projects serving severely disadvantaged communities (SDACs), communities with a median household income less than 60 percent of the statewide average (PRC Section 80002[n]). The Conservancy committed to use 60 percent of Proposition 68 funds to serve SDACs support other conservancies that could not achieve the 20 percent minimum. Proposition 68 does not define “projects serving SDACs,” leaving the Conservancy to determine its own meaning.

Defining Service

The Conservancy defines “service” as providing public access, environmental, and social benefits through development and management of the San Joaquin River Parkway (Parkway). Public access benefits include making the Parkway more accessible and safer for recreation, education, and other wildlife-friendly activities. Environmental benefits include restoring degraded habitats to increase climate resilience, improve air quality, reduce heat burden, provide more greenspaces, and restore the Parkway’s natural beauty. Social benefits include creating employment and training opportunities and providing a space for community events and gatherings.

Serving SDACs

The Community of Pinedale in the City of Fresno is within 1.5 miles from the Parkway and is an SDAC and there are multiple SDACs throughout South Fresno (Department of

Water Resources Disadvantaged Community [DAC] Mapping Tool). The Conservancy provides benefits to SDACs regardless of the communities' proximity to the Parkway. Although the Conservancy's jurisdiction is constrained to the Parkway, it is functionally a regional park that provides benefits throughout Fresno and Madera Counties. The Conservancy's continued development and management of the Parkway through Proposition 68 projects will provide benefits for SDACs regionally.

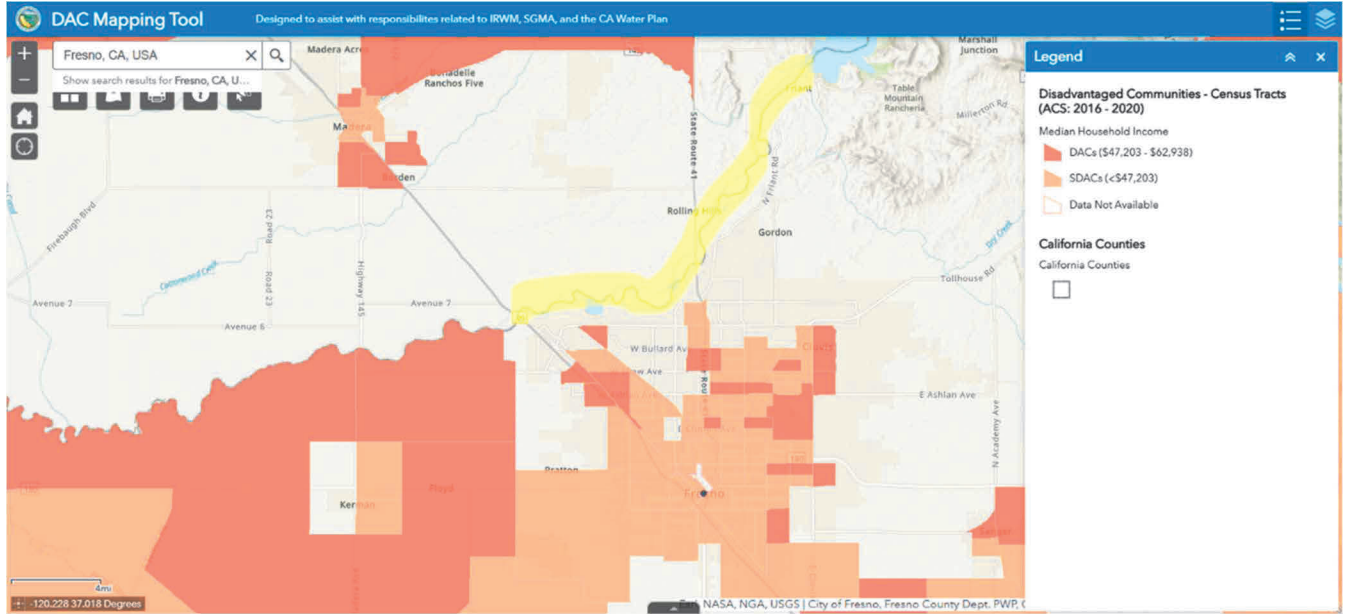


Figure 1. Disadvantaged and severely disadvantaged communities in relation to the San Joaquin River Conservancy's jurisdiction per the DAC Mapping Tool