



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
May 7, 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: 20-103 (Serpentine Room)
Sacramento, CA, 95814

and online 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 ITEMS

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

- E-1 INFORMATION ITEM:** April PACE Meeting Summary and Review
- E-2 INFORMATION ITEM:** Status of Funds
- E-3 INFORMATION ITEM:** Wildwood Native Park Grand Opening
- E-4 INFORMATION ITEM:** Tribal Nations Summit
- E-5 ACTION ITEM:** License Agreement for Fresno County Sheriff Search and Rescue Mountaineering Team for Training Purposes
- E-6 ACTION ITEM:** License Agreement for Central California Off-Road Cyclist for Trail Maintenance

F. REGULAR SESSION ITEMS

- F-1 INFORMATION ITEM:** State Lands Commission Presentation on SLC Authority and Jurisdiction
- F-2 ACTION ITEM:** Resolution for John Halpin
- F-3 ACTION ITEM:** PACE Pilot Group Review
- F-4 ACTION ITEM:** Property and Project Prioritization
- F-5 ACTION ITEM:** SRCD Commercial Rent Modification

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

None.

I. NEXT BOARD MEETING DATE

The next Board meeting is scheduled for Wednesday, July 9, 2025, at 9:00 a.m., at the Fresno Metropolitan Flood Control District.

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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AGENDA ITEM

Item: E-1

**San Joaquin River Conservancy
Parkway Action and Community Engagement (PACE) Group**
Thursday April 3, 2025
5:30 – 7:30 P.M.

PACE Agenda

Roll Call of Board Members and Introductions

PACE Chair, Vice-Chair, SJRC Announcements

Tribal Representative Appointment Applications

Property Updates

- River West – Fresno
 - Design/Project Presentation
- Ball Ranch and Ledger Island
 - Bridge Update

Conservancy Budget Update

Project Overview and Prioritization

- Property Prioritization Poll
- 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 May 7, 2025, location to be determined. The next P.A.C.E. meeting will be held in August. Time and date TBD. 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
Cheryl Moxley
Ashley Bybee

Board Members:

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

Community Members:

Sharon Weaver, Chair
Laura Gromis, Vice-Chair
Sabryna Robles
Ani Montaya-Atwood
Dan Rodriguez
Kristine Walter
Riley Walter
Yue Lehman
Rosemarie Bauer
Michael Tree Harkins
Kelly Trujillo
Naomi Garcia
Jason Maharald
Jacob Pardo
Chelsea Hutchens
Eric Hazas
Pat Graham

Kathy Felipe
Jerry Johnson
Jolene Telles
Kristi Eastin
Desiree Herroz
Brenda Markhem
Jim Sitton
Lori Garcia
Edwardo Cruz
Ken Allen
Rick Krikorian
Mark Graham
Daryn Sassano
Jim Craw
John Telles
Sarah Parkes
Kathy Leffel
Neil Thompson
Nicholas Jenks
Tom Bozzo
Virginia Buelna
Vince Sperg
Ron Vega
Jesse Verduzco
Kaleb Tafoya
Julia O'Kane
Beth Arrindell
Amy Demello
Jay Witters
Cody Greer
Andrew D'Olier
David Tittle
Deb Barto
Annemarie Fox
Nathan Schramm

Michael Osborn
Cory Cummings
Kelly Achery
Iris Cruz
Mirka Franco
Vanessa Jones
Michael Pivovarovoff
Matthew Gillian
Mary Schramm
Elisha Mendoza
Curtis Eastin
Lisa Guzman
Stan Santos
Jesus Pineda
Sheila Heikimipour
Niki Hans
Rachel Abarez
Ed Wong
John McDaniel
William Kelley
TM
Gabriel L
Alejandro Leon
Andrew Hernandez
Macee Nunes
John Halpin
Christina
Gary Bowser
Michael Shih

Outcomes:

PACE Chair, Vice-Chair, SJRC Announcements:

Sharon Weaver, Chair, mentioned the County of Fresno's Draft Environmental Impact Report (DEIR) regarding the Cemex Rockfield Expansion and the submission of public comments. The Parkway Trust will continue to host meetings regarding DEIR. On Thursday, April 24, the Parkway Trust will be hosting a town hall event with Assemblymember Joaquin Arambula, who has introduced a bill, AB1425, to protect the San Joaquin River Parkway against mining operations.

Kari Daniska, Executive Office of the San Joaquin River Conservancy, stated that the Conservancy has submitted a comment letter regarding the Cemex Rockfield Expansion DEIR and it posted on the Conservancy's website.

Tribal Representative Appointment Applications:

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

Property Updates

- River West – Fresno
 - Design/Project Presentation

Michael Osborn, Principal Engineer at Provost and Pritchard Consulting Group, and Yue Lehman, Licensed Professional Engineer with the City of Fresno, gave a presentation on the design progress for the River West project. They also offered clarification regarding the components of the core project, 5B and 1 alternatives, and the bus turn around.

- Ball Ranch and Ledger Island
 - Bridge Update

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.

The 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.

The Conservancy has received updated cost estimates from DWR for additional investigations and the proposed bridge replacement. These estimates encompass the required CEQA compliance, design work, and permitting. The evaluation of the bridge is estimated to cost \$900,000 and the complete rebuild is estimated to cost \$17 million.

The Parkway Trust has contracted with a local engineering firm, Blair, Church, and Flynn to see if there is an alternate way to do the project and keep the cost low. The Trust expects to receive preliminary designs from the firm next month.

Conservancy Budget Update:

The Conservancy provided an overview of the fiscal year budget and associated bond funds. Staff clarified the allowable uses for each bond fund and shared the remaining available balances.

Project Overview and Prioritization

- Property Prioritization Poll
- Potential Recommendation to the Board

The Conservancy developed a poll showcasing the top 10 priority projects along with their estimated costs. Participants were invited to vote for their top three priorities. Conservancy staff will present the three highest-ranked projects to the Board for consideration. The top three priority projects identified through the poll are as follows:

1. River West Fresno – Alt 1 and 5b

2. Camp Pashayan Minor Improvements
3. Circle V Demolition

At the Chair's request, the Conservancy has reposted the poll on our website for an additional two weeks. This extension will allow for broader community input before the final priority projects are presented to the Board on May 7th.



AGENDA ITEM

May 7, 2025

Item: E-2

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Information Item: Status of Funds

RECOMMENDATION:

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

PROPOSITION FUNDS:

Enc. 06/30/28, Revert. 06/30/30

SAFE DRINKING WATER, WATER QUALITY AND
SUPPLY, FLOOD CONTROL, RIVER AND COASTAL

PROTECTION FUND OF 2006 (Proposition 84) (6051)	\$36,000,000.00
Program Delivery	(1,800,000.00)
Expenses	(33,203,665.13)
Unallocated Balance	\$996,334.87

Enc. 06/30/26, Revert. 06/30/28

WATER QUALITY, SUPPLY, AND INFRASTRUCTURE

IMPROVEMENT FUND (Proposition 1) (6083)	\$10,000,000.00
Program Delivery	(500,000.00)
Expenses	(3,688,911.57)
Unallocated Balance	\$5,811,088.43

Enc. 06/30/28, Revert. 06/30/30

THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE,
COASTAL PROTECTION, AND OUTDOOR ACCESS FOR

ALL ACT OF 2018 (Proposition 68) (6088)	\$6,000,000.00
Program Delivery	(450,000.00)
Expenses	-
Unallocated Balance	\$5,550,000.00

SAFE DRINKING WATER, WILDFIRE PREVENTION,
AND PROTECTING COMMUNITIES AND NATURAL
LANDS FROM CLIMATE RISKS OF 2024

(Proposition 4)	\$11,000,000.00
Program Delivery	(770,000.00)
Expenses	-
Unallocated Balance	\$10,230,000.00

GENERAL FUND (July 2021- June 2027):

GENERAL FUND (0001)	\$15,000,000.00
Expenses	(5,737,396.26)
Unallocated Balance	\$9,262,603.74

FISCAL YEAR 2024-2025:

ENVIRONMENTAL LICENSE PLATE FUND (14000)	\$449,000.00
Expenses	(407,330.36)
Unallocated Balance	\$41,669.64

SAN JOAQUIN RIVER CONSERVANCY FUND (10002)	\$190,000.00
Expenses	(124,306.64)

Unallocated Balance	\$65,693.36
PROP 40 - PROGRAM DELIVERY (10001)	\$90,000.00
Expenses	(89,000.00)
Unallocated Balance	\$1,000.00
PROP 84 - PROGRAM DELIVERY (10006)	\$512,000.00
Expenses	(504,329.74)
Unallocated Balance	\$7,670.26


For additional information, you may direct inquiries to the San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov and Budget Manager, Rebecca Raus, at rebecca.raus@sjrc.ca.gov.



AGENDA ITEM

May 7, 2025

Item: E-3

To: San Joaquin River Conservancy Governing Board
From: Kari Kyler Daniska, Executive Officer 
Subject: Information Item: Wildwood Native Park Grand Opening

RECOMMENDATION:

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

SUMMARY:

On January 10, 2025, the San Joaquin River Conservancy officially reopened Wildwood Native Park, a 22-acre recreation area designed for family picnics, scenic walks, wildlife observation, and hand-launching non-motorized watercraft into the San Joaquin River.

To commemorate this milestone, a news conference and ribbon-cutting ceremony took place on March 22, 2025. Madera County Supervisor and Conservancy Board Chair, Bobby Macaulay, praised Conservancy staff for their efforts in making this Madera County property accessible for river recreation. During the event, Supervisor Macaulay accepted two certificates of achievement on behalf of the Conservancy, presented by Larry Salinas from Congressman Jim Costa's office and Dr. Julie O'Kane representing the City of Madera.

California Assemblymember Dr. Joaquin Arambula described Wildwood Native Park as a gem along the San Joaquin River, highlighting its natural beauty. Conservancy Executive Officer Kari Daniska outlined the many activities and diverse wildlife visitors can expect at the park, which remains open seven days a week with no entry fees.

California Natural Resources Agency Deputy Secretary for Access and Conservancy Board Member Gloria Sandoval emphasized the therapeutic benefits of open, accessible spaces, celebrating the park's reopening. She and Executive Officer Daniska jointly unveiled the new *Outdoors For All* logo and officially cut the blue ribbon to mark the occasion.

This event report is also available on social media and the Conservancy's website. 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

May 7, 2025

Item: E-4

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Information Item: California Tribal Nations Summit

RECOMMENDATION:

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

SUMMARY:

On March 24, 2025, the San Joaquin River Conservancy took part in the California Tribal Nations Summit in Sacramento. San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, and Designated Tribal Liaison, Erin Aquino-Carhart, engaged with tribal leaders from across the state, fostering meaningful connections to support wildlife conservation and habitat restoration efforts.

The Conservancy recognizes that collaboration is essential to strengthening conservation and restoration initiatives. By working together, tribal nations, local communities, and environmental organizations can protect and revitalize California's natural landscapes for future generations. This shared commitment to stewardship ensures that our efforts today will leave a lasting impact on the health and beauty of the region's ecosystems.

The Conservancy extends its gratitude to the California Governor's Office of Tribal Affairs for hosting this important gathering, providing a vital platform for partnerships and progress in environmental preservation.

This event report is also available on social media and the Conservancy's website. 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

May 7, 2025

Item: E-5

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Action Item: Authorize Executive Officer to Issue a License Agreement for Fresno County Sheriff Search and Rescue Mountaineering Team for Training purposes.

RECOMMENDATION:

Conservancy Staff recommend the Conservancy Governing Board authorize the Executive Officer to issue a License Agreement between the San Joaquin River Conservancy and the Fresno County Sheriff Search and Rescue Mountaineering Team to access Conservancy properties for the purpose of training K-9 units and mountaineering team members.

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 County Sheriff Search and Rescue Mountaineering Team to conduct training activities for K-9 units and mountaineering team members on both open and closed properties with prior approval from the Conservancy. 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 Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov and Property and Program Manager, Cheryl Moxley at cheryl.moxley@sjrc.ca.gov.

Attachments: Proposed License Agreement and Exhibits



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

**LICENSE AGREEMENT
Fresno County Sheriff's Search and Rescue Mountaineering Team
Training Programs
Effective Dates: May 2025 – May 2028**

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 County Sheriff's Search and Rescue Mountaineering Team (hereafter referred to as "Fresno SAR").

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 "Properties").

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 access and recreational resources within the Parkway.

4. Grant of License.

Conservancy grants to Fresno SAR a revokable, non-exclusive License Agreement (hereafter referred to as the "License") to enter and use the Properties for the following purposes: Fresno SAR supervised training activities, including but not limited to, training volunteers and K-9's off leash on Conservancy-owned property, gate security, minor trail repairs as needed for the safety of volunteers or K-9's, posting training in progress signs, and special maintenance related to training activities conducted pursuant to the License. Fresno SAR will ensure 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. The agreement allows for K-9 training with dogs off leash but under training officers' command. If at any time public visitors are negatively affected by training activities, training shall cease.

Events held for the primary purpose of raising funds, including events that may involve alcoholic beverages, are prohibited under this License. Events held for the purpose of political campaigns and/or political fund-raising are prohibited. Fresno SAR may not use the Property for any other purpose or business without obtaining Conservancy's prior written consent.

5. Independent Entity.

In exercising the rights granted by, and requirements of, this License, Fresno SAR is an independent volunteer 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 (once signed) and remain in effect for three (3) 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 SAR 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 SAR must use reasonable care and may not unreasonably increase the burden on the Property.

9. Schedule of Use.

A. Conservancy

Fresno SAR shall provide at minimum 72 hours' notice for training events, a longer notice is desired whenever possible, to the Conservancy of the proposed date, time, and place of scheduled activities. Said notice shall be made by emailing request to:

Cheryl.Moxley@sjrc.ca.gov and cc Kari.Daniska@sjrc.ca.gov

Said request/notice shall not be deemed approved until Fresno SAR receives written approval by Conservancy. Said advance notice shall allow the Conservancy Executive Officer (herein referred to as "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 SAR to select an alternative 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.

The Conservancy reserves the right to request a combination lock from Fresno SAR for the purpose of adding to locked gates, furnished at Fresno SAR's expense.

B. Ball Ranch, Ledger Island, 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, Ledger Island, Sycamore Island and the Van Buren properties, including managing activities performed under license to the Conservancy on the premises.

The Parkway Trust and the Conservancy shall make reasonable efforts 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.

After written approval by the Conservancy is given, Fresno SAR will work with The Parkway Trust if access is needed to locked gates. Requests for access shall be made by emailing Jake Salimbene at jsalimbene@riverparkway.org.

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 SAR receives written confirmation of receipt of notice from the Conservancy.

Mailed notices shall be sent to the Conservancy at:

San Joaquin River Conservancy
PO Box 28338 Fresno, CA 93729

Mailed notices shall be sent to Fresno Search and Rescue at:

FCSSARMT
P.O. Box 7 Fresno, CA 93707

Either party hereto may by written notice change the address to which such notices or statements may be sent.

11. Special Provisions.

Fresno SAR shall provide adequate supervision of each event from setup 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.

The agreement allows for K-9 training with dogs off leash but under training officers' command. If at any time public visitors are negatively affected by training activities, training shall cease.

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

A copy of Fresno County Sheriff's Mountaineering Team liability waiver shall be provided to the Conservancy.

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

Fresno SAR 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 SAR, may be required for longer or larger events.

Fresno SAR 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 SAR.

All boating and waterways regulations apply.

12. Post-Activity Reports.

- a. Fresno SAR shall provide the Conservancy with a summary report after every activity online at: <https://forms.office.com/g/RUWae2X3P5>
The online reporting tool captures the number of participants, volunteer hours, location and brief activity description.
- b. Fresno SAR shall make the Conservancy aware of any unusual site conditions, if any are encountered, after each reconnaissance visit or activity, by emailing:

Cheryl.Moxley@sjrc.ca.gov and cc info@sjrc.ca.gov

13. Improvements.

Fresno SAR shall place no major improvements of any kind or nature on the Property without first obtaining written permission of the Conservancy. All approved improvements will become the property of the Conservancy.

Minor improvements necessary to remove a safety hazard, utilizing hand tools only, prior to or during events are allowed. For example, removing a trail obstruction or eliminating a tripping hazard.

14. Property Damage.

Fresno SAR 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 SAR.

15. Indemnification and Insurance.

A. Conservancy.

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

B. General.

Fresno SAR agrees to release, hold harmless, indemnify, and defend (with counsel approved by Conservancy) the Conservancy from and against all liability, claims, losses, damage, fines, penalties, cost, and expenses (including, without limitation, attorney's fees, in addition to costs of

suit and judgment) incurred by the Conservancy for loss of or damage to any property or loss of the use thereof or for injury to or death of any person arising or resulting from:

- (1) The occupancy, maintenance, and/or use of the Property by Fresno SAR, its agents, employees, invitees, K-9's, or any third party (other than an agent, employee or invitee of Conservancy), or
- (2) Fresno SAR's 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.

Fresno SAR shall not use, store, transport or release any hazardous substance in, on or near the Properties. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Fresno SAR's use and occupancy thereof, Fresno SAR 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 SAR 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 SAR'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 SAR shall provide and maintain comprehensive general liability insurance, including but not limited to bodily injury and property damage insurance with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, and automobile liability insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property, for liability assumed by Fresno SAR under this License. Fresno SAR 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.

Such insurance shall be obtained from a company or companies authorized to transact business in the State of California. Fresno SAR 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 State of California and the San Joaquin River Conservancy are not responsible for premiums and assessment on the insurance policy.
- (c) 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, not renewing the insurance policy, or before reducing any liability coverage thereunder. Upon issuance by the insurer, broker, or agency of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Fresno SAR shall furnish the Conservancy with

a new certificate and applicable endorsements for such policy(ies). In the even any policy is due to expire during this Agreement, Fresno SAR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy.

Prior to commencing activities under this License, Fresno SAR shall furnish Conservancy with a copy of said endorsements or certificates.

Fresno SAR 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.

16. License non-assignable.

This License is personal to Fresno SAR 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 SAR by the grant of this License.

17. Compliance with Laws.

Fresno SAR, 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.

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

18. Media Contacts.

Fresno SAR shall obtain Conservancy approval prior to contacting representatives from the media regarding events scheduled on Conservancy property. All media releases shall give credit to the State of California, San Joaquin River Conservancy as the landowner. Any events that are media focused shall be approved by the Conservancy in writing prior to contacting the media.

19. Default.

Fresno SAR shall be in default under this License if Fresno SAR fails or refuses to fulfil any covenant or condition. If Fresno SAR 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.

20. 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.

21. Entire Agreement.

This Agreement constitutes the entire agreement between Conservancy and Fresno SAR 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 SAR.

22. Representation and Warranties.

Fresno SAR represents and warrants to the Conservancy that: (i) Fresno SAR and its authorized signatory, have full right, power and authority to execute this Agreement; and (ii) Fresno SAR's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements finding on Fresno SAR.

CONSERVANCY:

Date:

San Joaquin River Conservancy
Kari Kyler Daniska, Executive Officer

Fresno County Sheriff's Search and Rescue Mountaineering
Team:

Date:

Fresno County Sheriff's Search and Rescue Mountaineering
Team
Mike Grill, Training Officer MU78
Primary Contact: Mike Grill
Phone number: 559-907-9352
Email: mike.grill@fresnosar.org
inReach address: dahui.grill@inreach.garmin.com



AGENDA ITEM

May 7, 2025

Item: E-6

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer

Subject: Action Item: Authorize the Executive Officer to Issue a License Agreement for Central California Off-Road Cyclists Organization for Trail Maintenance.

RECOMMENDATION:

Conservancy Staff recommend the Conservancy Governing Board authorize the Executive Officer to issue a License Agreement between the San Joaquin River Conservancy and the Central California Off-Road Cyclists Organization to perform trail maintenance.

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 Central California Off-Road Cyclists Organization to conduct trail maintenance on existing trails utilized by visitors that double as fire breaks (photo below). 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 San Joaquin River Conservancy Executive Officer, Kari Kyler Daniska, at kari.daniska@sjrc.ca.gov and Property and Program Manager, Cheryl Moxley, at cheryl.moxley@sjrc.ca.gov.

Attachments: Proposed License Agreement and Exhibits



*Photo showing how the recreational trail slowed/stopped wildfire
Ball Ranch September 2024*



Photo showing CCORC volunteers at work



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

**LICENSE AGREEMENT
Central California Off-Road Cyclist
Effective Dates: May 2025 – May 2028**

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 Central California Off-Road Cyclist (hereafter referred to as "CCORC").

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 "Properties"). This agreement is for all Conservancy owned properties.

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 access and recreational resources within the Parkway.

4. Grant of License.

Conservancy grants to CCORC a revokable, non-exclusive License Agreement (hereafter referred to as the "License") to enter and use the Properties for the following purposes: CCORC supervised maintenance activities, including but not limited to, trail maintenance on Conservancy-owned property, gate security, minor trail repairs as needed for safety, posting trail work in progress signs, and special maintenance related to activities conducted pursuant to the License. CCORC will ensure 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.

Events held for the primary purpose of raising funds, including events that may involve alcoholic beverages, are prohibited under this License. Events held for the purpose of political campaigns and/or political fund-raising are prohibited. CCORC may not use the Property for any other purpose or business without obtaining Conservancy's prior written consent.

5. Independent Entity.

In exercising the rights granted by, and requirements of, this License, CCORC is an independent volunteer 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 (once signed) and remain in effect for three (3) 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 CCORC 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, CCORC must use reasonable care and may not unreasonably increase the burden on the Property.

9. Schedule of Use.

A. Conservancy

CCORC shall provide at minimum 72 hours' notice for maintenance activities, to the Conservancy of the proposed date, time, and place of scheduled activities. Said notice shall be made by emailing request to:

Cheryl.Moxley@sjrc.ca.gov and cc Kari.Daniska@sjrc.ca.gov

Said request/notice shall not be deemed approved until CCORC receives written approval by Conservancy. Said advance notice shall allow the Conservancy Executive Officer (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 CCORC to select an alternative 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.

The Conservancy reserves the right to request a combination lock from CCORC for the purpose of adding to locked gates, furnished at CCORC's expense.

A. Ball Ranch, Ledger Island, 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, Ledger Island, Sycamore Island and the Van Buren properties, including managing activities performed under license to the Conservancy on the premises.

The Parkway Trust and the Conservancy shall make reasonable efforts 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.

After written approval by the Conservancy is given, CCORC will work with The Parkway Trust if access is needed to locked gates. Requests for access shall be made by emailing Jake Salimbene at jsalimbene@riverparkway.org.

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 CCORC receives written confirmation of receipt of notice from the Conservancy.

Mailed notices should be sent to the Conservancy at:
San Joaquin River Conservancy, PO Box 28338 Fresno, CA 93729.

Mailed notices should be sent to CCORC at: CCORC 937 Treasure Hills Dr., Madera, Ca. 93636

Either party hereto may by written notice change the address to which such notices or statements may be sent.

11. Special Provisions.

CCORC shall provide adequate supervision of each event from setup 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 CCORC volunteer programs and be supervised at all times by qualified staff. Adult volunteers must be enrolled as such with the CCORC.

A copy of CCORC liability waiver shall be provided to the Conservancy.

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

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

CCORC 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 CCORC.

12. Post-Activity Reports.

- a. CCORC shall provide the Conservancy with a summary report after every activity online at: <https://forms.office.com/g/RUWae2X3P5>
The online reporting tool captures the number of participants, volunteer hours, location and brief activity description.

- b. CCORC shall make the Conservancy aware of any unusual site conditions if any are encountered after each reconnaissance visit or activity by email:

Cheryl.Moxley@sjrc.ca.gov and Kari.Daniska@sjrc.ca.gov

13. Improvements.

CCORC shall place no major improvements of any kind or nature on the Property without first obtaining the written permission of the Conservancy. All approved improvements will become the property of The Conservancy.

Minor improvements necessary to perform trail maintenance and to remove safety hazards, utilizing mowers, weed eaters and hand tools, prior or during events are allowed. For example, moving a trail obstruction or eliminating a tripping hazard.

14. Exhibits, Maintenance Agreement and Volunteer Duty Statement.

Attached exhibits, maintenance agreement and volunteer duty statement shall be followed. Any variations from them must be agreed upon in writing prior to any work being performed.

Exhibits A, B, and C: property maps that show the pre-approved trails where maintenance will be performed.

Exhibit D: maintenance plan and volunteer duty statement.

15. Property Damage.

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

16. Indemnification and Insurance.

A. Conservancy.

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

B. General.

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

- (1) The occupancy, maintenance, and/or use of the Property by CCORC, its agents, employees, invitees, or any third party (other than an agent, employee or invitee of Conservancy), or
- (2) CCORC's 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.

CCORC's shall not use, store, transport or release any hazardous substance in, on or near the properties. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to CCORC's use and occupancy thereof, CCORC 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.

CCORC 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 CCORC'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, CCORC shall provide and maintain comprehensive general liability insurance, including but not limited to bodily injury and property damage insurance with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, and automobile liability insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property, for liability assumed by CCORC under this License. CCORC 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 the 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. CCORC 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 State of California and the San Joaquin River Conservancy are not responsible for premiums and assessment on the insurance policy.
- (c) 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, not renewing the insurance policy, or before reducing any liability coverage thereunder. Upon issuance by the insurer, broker, or agency of a notice of cancellation, non-renewal, or reduction in coverage or in limits, FAIHP shall furnish the Conservancy with a new certificate and applicable endorsements for such policy(ies). In the even any policy is due to expire during this Agreement, FAIHP shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy.

Prior to commencing activities under this License, CCORC 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.

CCORC 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.

17. License non-assignable.

This License is personal to CCORC 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 CCORC by the grant of this License.

18. Compliance with Laws.

The CCORC, 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.

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

19. Media Contacts.

CCORC shall obtain Conservancy approval prior to contacting representatives from the media regarding events scheduled on Conservancy property. All media releases shall give credit to the State of California, San Joaquin River Conservancy as the landowner. Any events that are media focused shall be approved by the Conservancy in writing prior to contacting the media.

20. Default.

CCORC shall be in default under this License if CCORC fails or refuses to fulfil any covenant or condition. If CCORC 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.

21. 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.

22. Entire Agreement.

This Agreement and exhibits constitute the entire agreement between Conservancy and CCORC 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 CCORC.

23. Representation and Warranties.

CCORC represents and warrants to the Conservancy that (i) CCORC and its authorized signatory, have full right, power and authority to execute this Agreement; and (ii) CCORC's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements found on CCORC.

CONSERVANCY:

Date:

San Joaquin River Conservancy
Kari Kyler Daniska, Executive Officer

Central California Off-Road Cyclist:

Date:

Central California Off-Road Cyclist
Gary Bowser
Primary Contact: Gary Bowser
Phone number: 559-250-3748
Email: reswobg@att.net



EXHIBITS A, B, C for LICENSE AGREEMENT
Central California Off-Road Cyclist
Effective Dates: May 2025 – May 2028

Exhibit A = Ball Ranch

Trail maintenance shown as pink, phase 1 and blue, phase 2 lines on the map below.

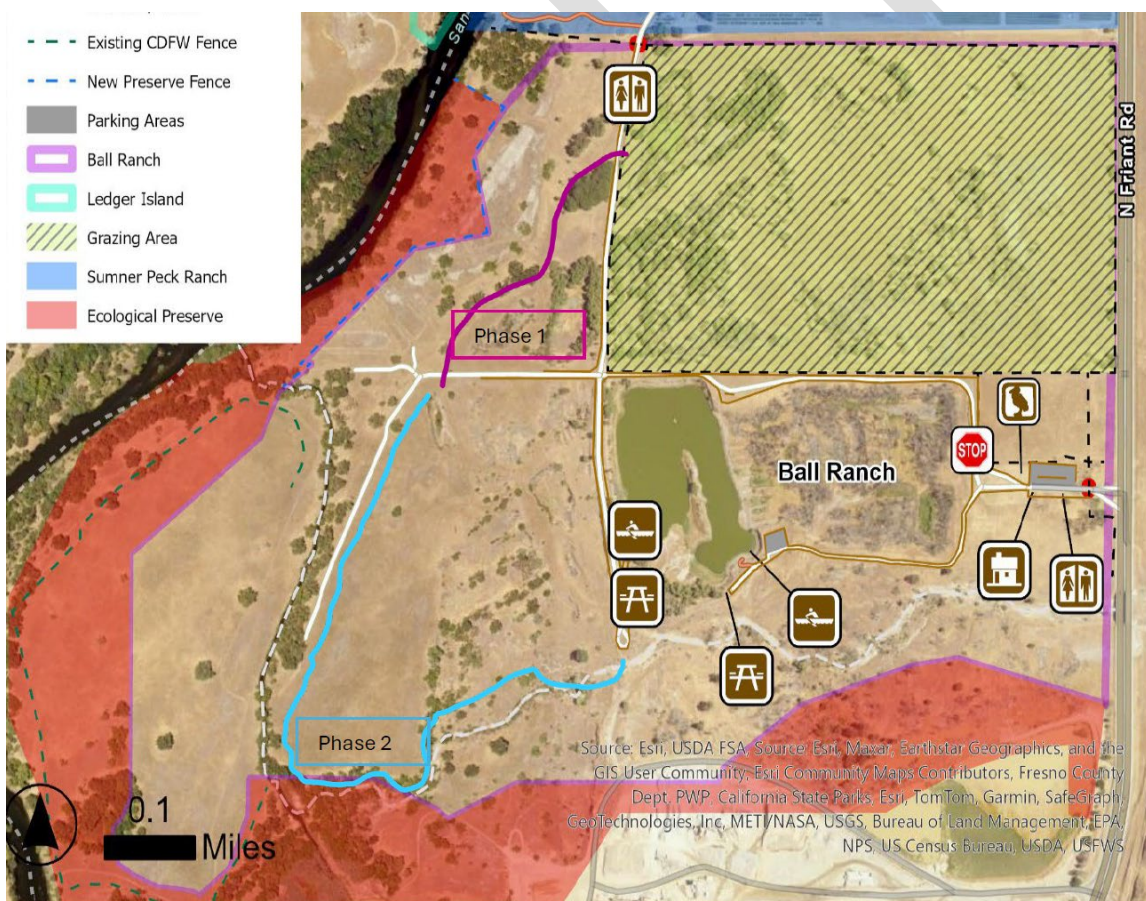


Exhibit B = Ledger Island

Trail maintenance area shown is red lines on the map below.



3.2 mi
DISTANCE

88 ft
ELEVATION GAIN

20 m **19** s
MOVING TIME



Exhibit C = Van Buren

Trail maintenance area shown in blue lines on the map below.





Exhibit D for License Agreement

CCORC Maintenance Plan and Volunteer Duty Statement

Name of Organization: Central California Off-Road Cyclist (CCORC)

The Property Maintenance Plan (Plan) and Volunteer Duty Statement: The plan is intended to provide a background and overview of the property's operation, maintenance, and other requirements to implement property maintenance goals. This document also serves as a planning aid and a guide for appropriate volunteer work on the property.

Purpose of Agreement: To provide maintenance, volunteer stewardship and/or education services for state-owned property under the jurisdiction of The San Joaquin River Conservancy (SJRC). CCORC-supervised stewardship activities with the focus on trail clearing shown in Exhibits A, B, and C as part of the license agreement. Activities may include but are not limited to performing trail maintenance which double as fire breaks, 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.

Property Background: The State of California is the owner of certain real property in Fresno and Madera Counties, (property(ies)), under the management jurisdiction of the SJRC within the San Joaquin River Parkway. Operations and maintenance partners are referenced in the license agreement.

The Properties contain open-space areas with recreational trails. All people 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 (when property is closed to the public). The properties do not undergo routine safety inspections and are not regularly patrolled by law enforcement. CCORC may be asked to provide and maintain their own lock at their expense. If illegal activities are seen CCORC shall call and report directly to California Highway Patrol.

Volunteer Duties: Under the direct supervision of the CCORC project coordinators, volunteers will provide various services, including (but not limited to) the following: trail maintenance, moving and weed-eating, raking and clearing trails, reconnaissance surveys, guided walks, manual labor to perform litter and illegal dumping cleanup, fence repair or 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 them in dumpsters. All volunteers will be properly trained before commencing work. All tools used by volunteers shall be maintained in clean and safe working conditions. Volunteers shall wear protective clothing as appropriate for the assigned task, such as eye protection, work gloves, hats, safety vests, and boots.

Volunteers shall keep aware of other members of the public that are recreating on site and shall stop operating equipment when necessary to allow other recreator to safely pass before resuming maintenance.

Temporary signage stating “volunteer work in progress” are encouraged.

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

Training: Training shall be provided by the CCORC project coordinators to all volunteers. All volunteers shall receive a safety briefing and training appropriate for the activity. A safety briefing will be conducted prior to initiating a project. The safety briefing shall include, but not limited to, proper use of hand tools and safe lifting techniques.

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

Skills/Qualifications: Volunteers should possess the necessary 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 CCORC 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 the requirements of the state. 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.

Volunteers shall not operate equipment when fire risk is high and shall have water available on site while operating equipment.

Reporting: CCORC representatives will submit a simple written progress report on property maintenance to the Executive Officer on December 30 and May 30 for the duration of this agreement.

After each workday event CCORC shall utilize the online reporting form

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

Vehicle Identification: CCORC and shall be marked with magnetic placards clearly displaying the CCORC name or display the San Joaquin River Conservancy Access Pass in the windshield, provided by the SJRC.

Property Maintenance Goals and Exhibits: Exhibits A, B, and C of the license agreement are maps of the properties; these maps outline the pre-approved trails where maintenance can be performed.

Within the mapped areas CCORC will perform as needed Invasive species identification and removal impeding on recreational trails that double as fire breaks. Landscape maintenance, such as clearing low hanging or overgrown vegetation in walkways or driveways and clear as needed for public safety.




AGENDA ITEM

May 7, 2025

Item: F-1

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Information Item: State Lands Commission Presentation on SLC Authority and Jurisdiction

RECOMMENDATION:

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

SUMMARY:

Representatives from State Lands Commission will be giving a presentation and overview of the State Lands Commissions jurisdiction and authorities. Board members are welcome to participate in a brief question and answer following the presentation.

Speakers include:

- Cheryl Hudson, Public Land Manager
- Joe Fabel, Staff Counsel
- Jim Koepke, Supervisory Boundary Determination Officer

The State Lands Commission has prepared a presentation, which will be appended to this memo as Attachment 1 when made available and prior to the 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 1: State Lands Commission Presentation




AGENDA ITEM

May 7, 2025

Item: F-2

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Action Item: Resolution for John Halpin

RECOMMENDATION:

It is recommended that the Board adopt Resolution of Appreciation 25-01, honoring John Halpin for his dedicated service to the San Joaquin River Conservancy and his significant contributions to the development and implementation of the San Joaquin River Parkway.

SUMMARY:

John Halpin, a Denver, Colorado native, enjoyed a distinguished 34-year career with the U.S. Department of Energy as a Laser Technical Associate. In this role, he was instrumental in the design, construction, alignment, and maintenance of advanced laser systems for a wide range of applications, including nuclear isotope separation, aircraft-mounted LIDAR, satellite illumination for high-resolution imaging, and Laser Shot Peening—a material-strengthening process widely used in the aerospace industry.

In September 2018, John began volunteering with the San Joaquin River Parkway and Conservation Trust. Through his service, he developed a deep appreciation for nature and the San Joaquin River as a valuable ecological resource.

The Conservancy sincerely appreciates Mr. Halpin's dedication and ongoing contributions to the development and stewardship of the San Joaquin River Parkway.



AGENDA ITEM

May 7, 2025

Item: F-3

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Action Item: PACE Pilot Group Review

RECOMMENDATION:

Conservancy Staff recommend that the Governing Board review and discuss the Parkway Action and Community Engagement (PACE) Advisory Committee, created by the Board in June 2024 as a pilot. Conservancy Staff request that the Board provide direction on any modifications to the structure, frequency, or purpose of the PACE Advisory Group or dissolve the group if the purpose has been met.

SUMMARY:

At the June 2024 Board Meeting, the Governing Board created the PACE Advisory Committee as a 1-year pilot meeting bimonthly, opposite of Board Meetings.

At the January 2025 Board Meeting the Board motioned for Quarterly PACE meetings, instead of bimonthly meetings.

The PACE Advisory Committee is intended to assist the Conservancy in prioritizing property openings, project development, special event planning, and other relevant matters. The advisory committee will be community led and will create a space for early engagement in the planning process for Parkway projects.

The PACE Group discussed the roles of SJRC Staff, SJRC Executive Officer, the Chair, and the Vice-Chair.

- SJRC Staff - will provide meeting support, such as securing a meeting location, providing meeting materials, and being the meeting notetaker.
- SJRC Executive Officer- will prepare an agenda in conjunction with the PACE Chair and present PACE findings to SJRC Board.
- Chair- will be the facilitator of the meetings and prepare the agenda in coordination with SJRC staff.
- Vice-Chair - will step in when the Chair cannot fulfil their duties.

BACKGROUND:

The PACE Advisory Committee met on the following dates:

- July 1, 2024 PACE Meeting
- September 10, 2024 PACE Meeting
- December 4, 2024 PACE Meeting and Conservancy Regulations Public Hearing
- February 5, 2025 PACE Meeting
- April 3, 2025 PACE Meeting

Conservancy Staff estimate that approximately 45-60 hours of Staff time are spent for each regular PACE Meeting.

Conservancy Staff estimate that between 12 and 81 community members, on average approximately 32, attend PACE meetings. Attendance was high in February and April when PACE discussed prioritizing projects.

PACE Meetings have been requested to be held after regular business hours and in varying locations in Fresno and Madera County to accommodate community members.

Conservancy Governing Board Members are not required to be in attendance at PACE meetings, because no Board action is taken.

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: June 2024 Board Item F-1: PACE Advisory Committee

Attachment 2: PACE Minutes for July 2024-April 2025




AGENDA ITEM

June 5, 2024

Item: F-1

TO: San Joaquin River Conservancy Governing Board

FROM: Kari Daniska, Executive Officer 

SUBJECT: **ACTION ITEM: Discuss and approve the community led Parkway Action and Community Engagement (PACE) Advisory Committee.**

RECOMMENDATION:

It is recommended for the Board to approve the community led Parkway Action and Community Engagement (PACE) advisory committee that will meet every other month, opposite of scheduled Board meetings.

SUMMARY:

Members of the Conservancy Board, Staff, and community met in March and May 2024 to discuss re-envisioning and renaming the existing Technical Advisory Group (TAG). At the May 2024 meeting, attendees voted to rename the TAG to the Parkway Action and Community Engagement (PACE) advisory committee. The vote was unanimous.

The PACE advisory committee is intended to assist the Conservancy in prioritizing property openings, project development, special event planning, and other relevant matters. The advisory committee will be community led and will create a space for early engagement in the planning process for Parkway projects.

The PACE Group discussed the roles of SJRC Staff, SJRC Executive Officer, the Chair, and the Vice-Chair.

- SJRC Staff - will provide meeting support, such as securing a meeting location, providing meeting materials, and being the meeting notetaker.
- SJRC Executive Officer- will prepare an agenda in conjunction with the PACE Chair and present PACE findings to SJRC Board.
- Chair- will be the facilitator of the meetings and prepare the agenda in coordination with SJRC staff.
- Vice-Chair - will step in when the Chair cannot fulfil their duties.

The Bagley-Keene Open Meeting Act allows for the creation of an advisory committee, if created by formal action from the Governing Board.

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

San Joaquin River Conservancy Technical Advisory Group

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

Wednesday, March 6, 2024
10:00 A.M. – 12:00 P.M.

MINUTES

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

Anita Evans
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

Andrea Scharffer, *Deputy Assistant*
Secretary 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

Karen Buhr
Interim Executive Officer

Called to Order at 10:05 A.M. - by Chairperson Macaulay

Attendees:

SJRPCT – Sharon Weaver and Sarah Parkes
USGBC – Laura Gromis
SJRAC – Barry Bauer
Fresno Canoe and Kayak Club – Richard Sloane
River Tree Volunteers – Chuck Kroeger
BSA Troop 301- Vince Johnston
Volunteer, (interest in Circle V) – John Halpin

Robert Macaulay
Julie Vance
Kent Gresham
Erin Aquino Carhart

1. Introduction

2. What the goals and expectations are of the TAG committee:

3. Present the draft special use permit.

Special use permit draft was presented, along with information that the requirements are being updated and will need to go through legal and the board prior to implementation. Attendees were asked to give feedback on the draft special use request form.

4. Open Discussion

- a. Please bring ideas for the group to discuss. The Conservancy is looking forward to having a great discussion.

Note from open discussion:

- Attendees are most anxious and concerned about access to the River
- Gromis wants a thorough discussion of where we are in regard to opening properties and steps
- Halpin wants access to Circle V, emphasized importance to Tribal Access
- Cheryl, Karen, Erin gave information about ongoing discussion and involvement with Tribal Partners to map out cultural resources, and create a Tribal Access Plan

- Parkes – Wants to focus on building support and developing advocates for the Parkway. Wants to focus on access and not letting “planning get in the way of action” regarding opening.
- Weaver is happy that the Conservancy is going back to holding meetings with stakeholders to get community buy in.
- Chair Macaulay, Karen – Offered suggested directions for future TAG groups, went around group to take “votes” or agreement of having a trial with a community chair and vice-chair. Sharon Weaver volunteered to chair and Laura Gromis accepted nomination of a vice chair. Next steps were not determined of what those positions entail and how they will be participating in TAG meetings in the future.
- Member Kent brought up a past “Interagency Project Development Committee” and suggested that the goals, objectives, and structures of this TAG be developed in the same way.
- Member Vance suggested including more landowners along the river be part of the TAG moving forward, mentioning that Valley Childrens is a large landowner and not currently partnering with SJRC on anything.
- Bauer spoke on behalf of the SJRAC that they are happy that the Board approved the funding for River West and they are anxious to see forward movement on the development.
- Sloan wants to know the future of license agreements and who will be responsible for giving access
- Johnston discussed how he enjoys the American River Parkway and would like to see the SJR Parkway becoming more like that.
- Kroeger wants to know the future of license agreements and access.

5. Next Steps

6. Next TAG Meeting Date

The next TAG Meeting is scheduled for 10:00 a.m. Wednesday, May 1, 2024. Location to be determined.

TAG 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.



AGENDA ITEM

August 7, 2024

Item: E-1

To: San Joaquin River Conservancy Governing Board

From: Kari Daniska, Executive Officer 

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
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 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.



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
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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 Daniska
Executive Officer

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

**Tuesday September 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](#)

Scheduled Topics -

Roll Call

Present and Approve July PACE Meeting Minutes

Review SJRC Property Naming Contest Submissions

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

River West Updates

Wildwood Updates

DWR – EcoFIP (Ecosystem Floodplain Inundation Potential)

Community Announcements –

Time to share your upcoming activities.

SJRC Volunteer Day “Egret Maze”, September 14th, 9:00 a.m. – 12:00 p.m. at Ball Ranch. Contact Cheryl.moxley@sjrc.ca.gov for information.

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

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
Cheryl Moxley
Rebecca Raus
Ashley Bybee

SJRC Board

Members:

Daniel O'Connell

Community

Members:

Sharon Weaver, Chair
Laura Gromis, Vice
Chair
Richard Sloan
John Halpin

Sarah Parks

Janet Gardner

John McDaniel

Ray Falkenberg

Carmen Moreno

Gregor Ignacio

Sheila Hakimipour

Charles Kroeger

Jessie Kanter

CMAC

Outcomes:

Present and Approve July PACE Meeting Minutes:

Attendees will review and vote to approve or not approved the July PACE meeting Minutes at the December meeting.

Review SJRC Property Naming Contest Submissions:

Attendees discussed the naming contest submissions for Ball Ranch. The group unanimously agreed to reach out to local tribes to get their input on names and continue the renaming process at the December meeting.

Access Permits v License Agreements, Parameters:

Conservancy staff noted that the SJRC Board approved minor changes to the Policy to Execute and Issue Special Event Permits, License Agreements. Letter Permits, Operation and Other Agreements. The group discussed these changes.

Next steps for public access at additional locations

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

Conservancy staff provided a broad overview on the maintenance activities and associated costs needed to open Conservancy properties that are currently closed. Staff provided an update on the Conservancy's budget for Fiscal Year 24-25.

River West Updates:

The City the Fresno is waiting for final approval and signature for their 30% design. The City of Fresno will provide a presentation and update at the October Board Meeting.

Wildwood Updates:

Conservancy Staff stated that the contract has been submitted back to the Department of Parks and Recreation for final review and signatures. The Conservancy will be asking for authorization to open Wildwood Native Park at the October Board Meeting.

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



GOVERNING BOARD

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Madera County Board of Supervisors*

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*Director Fresno Metropolitan Flood
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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 Daniska
Executive Officer

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

**San Joaquin River Conservancy (SJRC)
Parkway and Community Engagement (PACE) Group
and Public Hearing for SJRC Regulations**

Wednesday December 4, 2024
1:00 – 5:00 P.M.

**Public Hearing and PACE Meeting Location:
Fresno Metropolitan Flood Control District
Conference Center**

5469 East Olive Ave Fresno, CA 93727

and

**California Natural Resources Agency
715 P. Street, Room NRHQ 20-105 (Farallon Room)
Sacramento, CA 95814**

[And via Teams](#)

Public Hearing 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. Public Hearing

E-1 Subject: Public Hearing for proposed [SJRC Regulations](#)

Any interested person, or his or her authorized representative, may present, either orally or in writing, comments regarding the proposed regulations. Speakers shall be limited to three minutes. The Board is not required to respond to comments at the hearing; no adverse conclusions should be drawn if the Board does not respond to the public comment at this time.

The list for individuals who want to present oral comments will be open from 1:00 to 4:30. The Conservancy will collect written comments until 5:00 p.m.

Once comments are received from the public attending in person and online, the PACE Meeting will commence.

PACE Agenda

Scheduled Topics -

Roll Call of Board Members and Introductions

PACE Chair, Vice-Chair, SJRC Announcements

Tribal and Youth Representative Appointment Applications

Property Updates

- Wildwood Native Park
- River West - Fresno
- Ball Ranch
- Sycamore Island and Van Buren Unit
- Circle V

Properties Overview (Status, Features, Misc.)

Properties Prioritization and Recommendations

Ball Ranch Renaming Process

Community Announcements –

Time to share your upcoming activities.

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

Adjourn PACE Meeting

Close comments from public hearing at 5:00 p.m.

The next SJRC Governing Board meeting will be held January 15, 2025 at the Fresno Metropolitan Flood Control District.

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:

Daniel O'Connell
Jose Eduardo Chavez
Stephanie Ruiz

Robert Sanders
Tom Zimoski
Ivan

SJRC Staff:

Kari Daniska
Cheryl Moxley
Rebecca Raus
Ashley Bybee

Community Members:

Sharon Weaver, Chair
Laura Gromis, Vice-Chair
Barry Lockton
Barry Bauer
Ray Folkenberg
Gary Bowser
Ed Wong
Bryan Harley
Amy Demello

Marisa Sigala
Sarah Parkes
Julie O'Kane
John Halpin
Wendy Ericson
Daniel Vasquez
Erin Aquino-Carhart
CMAC TV

Board Members:

Mike Karbassi
Julie Vance
Kent Gresham
Cheryl Hudson
Bryn Forhan

Outcomes:**PACE Chair, Vice-Chair, SJRC Announcements:**

Ms. Weaver thanked everyone who voted yes on the climate bond (Prop 4) that passed. The Conservancy will receive \$11 million. Ms. Gromis stated that the U.S. Green Building Council hosted a clean-up event at the Conservancy's Wildwood Native Park property. She noted the volunteer groups that attended such as RiverTree, Boy Scouts, Conservancy staff, and Fresno State fellows. Ms. Daniska stated that she attended the all directors' meeting in Sacramento where they discussed the future role out of Prop 4 and the process of receiving those funds.

Tribal and Youth Representative Appointment Applications:

The Conservancy is looking for a tribal representative to sit on the board. The Conservancy is excited and happy to announce that the Youth Representative has been appointed, Stephanie Ruiz. Ms. Ruiz introduced herself and noted that she is a recent Fresno State graduate and is currently working with the California Climate Action Corps.

Property Updates:

- Wildwood Native Park: Planning on opening the site on Friday, January 10, 2025

- River West – Fresno: Working closely with the City of Fresno. At the last board meeting, the Board approved to move forward with the core project. The Conservancy has requested the use of Measure P funds for this project.
- Ball Ranch: The site opened on November 12 in partnership with the Parkway Trust. The grand opening is scheduled for December 13.
- Sycamore Island and Van Buren Unit: At the last board meeting, the Board approved to extend and amend the Operation Agreement with the Parkway Trust. It will not be open year-round, once the amendment has been signed.
- Circle V: The Conservancy and Madera County are still working on access to the river bottom. There was a recent fire by the property, the Conservancy noted that the bluff is not safe as an access point.
- Lanes Properties Overview (Status, Features, Misc.): The Lanes property is a great launching point. The Conservancy would like to discuss the possibility of open Jenco and a part of Lanes for recreation and public launch access.

Properties Overview (Status, Features, Misc.) and Properties Prioritization and Recommendations:

The Conservancy presented a spreadsheet with current and future projects. It was discussed at this meeting but will continue at the next meeting.

Ball Ranch Renaming Process:

This is still in the process.



STATE OF CALIFORNIA
**SAN JOAQUIN RIVER
CONSERVANCY**

GOVERNING BOARD

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

Mike Karbassi,
Councilmember, City of Fresno

Garry Bredefeld, *Supervisor Fresno
County Board of Supervisors*

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*

Citizen Representatives
Bryn Forhan, *City of Fresno*

Daniel O'Connell, *Fresno County*

Jose Eduardo Chavez, *Madera
County*

Vacant, Tribal

Stephanie Ruiz, *Youth*

Kari Daniska
Executive Officer

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

**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

May 7, 2025

Item: F-4

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Action Item: Property and Project Prioritization

RECOMMENDATION:

Conservancy Staff recommend that the Governing Board discuss and prioritize Conservancy projects for funding and implementation. Conservancy Staff request that, at a minimum, the Board identify their top 3 priority projects.

SUMMARY:

At the April 2025 PACE meeting, Conservancy Staff presented 10 potential projects to improve safety, restoration, and/or access on Conservancy owned properties (Attachment 1). The projects that were presented to the public were those that Conservancy staff determined to already have enough research and planning done to have an estimate of the work needed and the associated costs. Members of the public discussed the proposed projects and were able to participate in a poll, voting for their top three projects.

The results of the first poll are below:

Project	Votes Received
River West Fresno Alternative 1 and 5B	115
Camp Pashayan Minor Improvements	82
Circle V Demolition	61
Ball Ranch to Ledger Bridge Evaluation	32
Ball Ranch to Ledger Bridge Rebuild	29
Milburn Pond Isolation	13
River Vista Full Build	13
Camp Pashayan Full Build	11
Lanes Conference Center Remodel	10
Circle V Full Build	8

Additionally, a petition circulated by the Community of Pinedale with over 110 signatures in support of the River West Fresno Alternative 1 and 5B Project was mentioned and discussed.

At the PACE Chair's request, Conservancy staff reposted the poll on the Conservancy website for an additional two weeks. This extension will allow for broader community input before the final priority projects are presented to the Board on May 7th.

The results of the second poll are below:

Project	Votes Received
River West Fresno Alternative 1 and 5B	98
Camp Pashayan Minor Improvements	41
Circle V Demolition	23
River Vista Full Build	17
Ball Ranch to Ledger Bridge Rebuild	14
Ball Ranch to Ledger Bridge Evaluation	10
Camp Pashayan Full Build	7
Milburn Pond Isolation	5
Lanes Conference Center Remodel	3
Circle V Full Build	2

Based on the publics feedback at the April PACE meeting, the petition by the Community of Pinedale, and after reviewing the Conservancy's Budget, Conservancy staff recommend that the Board direct staff to prioritize the funding, planning, and construction of the following projects:

Rank	Project Name	Project Type	Cost
1	River West Fresno Alternative 1 and 5B	Compliance	Approx \$10,000,000
2	Camp Pashayan Minor Improvements	Capital	Approx \$150,000
3	Circle V Demolition	Safety	Approx \$1,082,200
4	River Vista Full Build	Safety	Approx \$3,500,000
5	Ball Ranch to Ledger Bridge Demolition and Rebuild	Safety and Capital	Approx \$17,000,000

BACKGROUND:

Fresno River West

In January 2024 the Board prioritized the funding and construction of the Fresno River West Project and allocated up to \$9,300,000 of Operations and Maintenance funding.

In October 2024, the Board directed staff to focus on opening the Core Project and postpone opening Alternative 5B and Alternative 1 until the Conservancy has sufficient funding to construct them.

In January 2025 the Board authorized an additional \$172,000 in Prop 4 bond funding for Fresno River West Project.

Camp Pashayan

In November 2024, the Parks, Recreation, and Arts Council Meeting recommended that the City of Fresno allocate \$150,000 in available Measure P funding for Capital Improvements at the Conservancy owned property known as Camp Pashayan.

The City of Fresno intends to present the next Fiscal Years budget at the May 15 City Council Meeting. If Measure P funding for Camp Pashayan is not included in the budget, alternate funding will need to be identified.

Circle V Demolition

The Conservancy owned property known as Circle V is currently closed and has 2 abandoned residences and an outbuilding, all of which may contain asbestos, mold, and lead. Additionally, there are an inground pool, well, septic and leach line that have compromised the adjacent bluff and trail leading to the San Joaquin River.

In February 2024, the Conservancy received a cost estimate of approximately \$1,082,200 from DGS for the demolition of all existing structures on the property.

CEQA has not been completed for this project; however, it can be completed with an Existing Facilities Categorical Exemption.

River Vista Full Build

The Conservancy owned property known as River Vista is currently closed and the derelict Polaski Bridge lies within the main channel of the San Joaquin River.

In December 2015, the Conservancy Governing Board approved the CEQA Mitigated Negative Declaration for the construction of low-impact recreation improvements, including the removal of the derelict bridge remnants to improve visitor safety.

Conservancy Staff has been coordinating with the County of Fresno and Madera on the proposed Road 206/North Fork Bridge Realignment Project, which is currently in the early planning and design process. As part of this project, in stream mitigation may be required and a partial acquisition of Conservancy property for the realignment may be needed. The Conservancy is discussing mitigation options and acquisition terms that include the removal of the derelict bridge; however, construction is not anticipated for the next 5-8 years. If the removal of the derelict bridge is not included in the proposed Road 206/North Fork Bridge Realignment Project, alternate funding will need to be identified.

Ball Ranch to Ledger Island Bridge Demolition and Rebuild

The Conservancy owned properties known as Ball Ranch and Ledger Island are currently open to the public. The Ledger Island Bridge, which connects the two properties, is permanently closed.

In 2015, the Department of Water Resources (DWR) concluded that the Ledger Island Bridge foundation piles are inadequate to safely carry vehicles or pedestrians due to excessive scour and provided cost estimates for 3 alternatives (further study, retrofit, and replacement).

In 2025, at the request of the Conservancy, DWR provided updated cost estimates for 2 alternatives (further study and replacement).

There has been no CEQA completed for this project.

The River Parkway Trust is also exploring design alternatives and funding sources for this potential project.

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: Property and Project Prioritization List




AGENDA ITEM

May 7, 2025

Item: F-5

To: San Joaquin River Conservancy Governing Board

From: Kari Kyler Daniska, Executive Officer 

Subject: Action Item: SRCD Commercial Rent Modification

RECOMMENDATION:

Conservancy Staff recommend reviewing the proposed Sierra Resource Conservation District Commercial Rent Modification and Authorize the Executive Officer to enter into a new Commercial Rent Agreement, accepting the negotiated terms.

SUMMARY:

On February 25, 2025, San Joaquin River Conservancy Executive Officer provided written notification to Sierra Resource Conservation District Manager, Kelly Kucharski, that the Conservancy had conducted an internal audit of the existing commercial rental agreement and was proposing a rent increase, based on fair market value of leased space and utilities.

A summary of the proposed rent increase is provided below:

- Beginning in June 2025, monthly rent paid to the Conservancy will be in the amount of \$710 for the currently utilized 1 bedroom apartment, locked storage space, and shared PG&E and trash.
- If Sierra Resource Conservation District (SRCD) would like to utilize the Conservancy's Business Starlink Internet, an additional \$87/ month may be added. The SRCD would need to provide a router at their own expense.
- If SRCD would like to utilize the Conservancy's Main House for a meeting space, an additional \$100/day may be added.

SRCD responded to the notification and requested that the commercial rent remain the current \$576/month, that the Conservancy accept in-kind landscaping and maintenance services in lieu of the rent increase, and that the term of the commercial lease change from month to month to annual.

SRCD has proposed the following in-kind landscaping and maintenance:

- Annual tree trimming (at ground level with a pole saw) at the Lanes Property
- Maintain a 6-8' mowed fuel break between the Lanes Property and the Jensen River Ranch Extension Property for wildfire protection
- Maintain the upper and lower dirt parking lots at the Lanes Property
- Provide bottled office water to the Conservancy

Conservancy Staff recommend accepting these terms and request that the Board authorize the Executive Officer to enter into a new Annual Commercial Rent Agreement with SRCD for \$576/month with in-kind services.

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: Current SRCD Commercial Rent Agreement

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State of California
Natural Resources Agency

**San Joaquin River Conservancy
Commercial Rental Agreement
Sierra Resource Conservation District**

- 1. Identification of Conservancy and Tenant.** This Agreement is made and entered into on July 1, 2022, between Sierra Resource Conservation District ("Tenant") and San Joaquin River Conservancy ("Conservancy").
- 2. Identification and Use of Premises.** Subject to the terms and conditions set forth in this Agreement, Conservancy rents to Tenant, and Tenant rents from Conservancy, for commercial office purposes only, the apartment located at 10637 N. Lanes Road, Fresno, California 93230, hereinafter called the "Premises." The Premises, referred to as Apartment 1, are shown on Figure 1, attached hereto and incorporated herein. Tenant shall not use or permit the Premises to be used for any purpose other than as office space without the written consent of Conservancy. With prior written consent of Conservancy, Tenant can be afforded meeting space within the main house.
- 3. Term.** The term of this Agreement will commence on the effective date written above, and will continue on a month-to-month basis until terminated after either party gives notice to the other party pursuant to section 31 of this Agreement.
- 4. Amount and Schedule for the Payment of Rent.** Tenant shall pay to Conservancy a monthly rent of five hundred and seventy six dollars (\$576.00) payable in advance and received by the Conservancy no later than the fifth day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent shall be paid to the San Joaquin River Conservancy at 5469 E. Olive Ave., Fresno, CA 93727. The rental rate may be increased at the Conservancy's sole discretion, by vote of the San Joaquin River Conservancy Board, no more often than once annually. The Conservancy shall provide notice no less than sixty (60) days in advance of any such rate increase and this Agreement shall be amended accordingly.
- 5. Late Charges.** Tenant shall pay Conservancy a late charge if Tenant fails to pay the rent in full within five (5) days after the date it is due. For any rental payment made after the five (5) day grace period, the late charge shall be fifteen dollars (\$15.00), plus ten dollars (\$10.00) for each additional day that the rent continues to be unpaid. The total late charge for any one month shall not exceed fifty dollars (\$50.00). Conservancy does not waive the right to insist on payment of the rent in full on the date it is due.
- 6. Returned Check and Other Bank Charges.** In the event any check offered by Tenant to Conservancy in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant shall pay Conservancy a returned check charge in the amount of twenty-five dollars (\$25.00).
- 7. Security Deposit.** Tenant shall pay to Conservancy One Thousand Two Hundred Dollars (\$1,152) for a security deposit. The Security Deposit shall be held by Conservancy

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without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this agreement. Tenant may not, without Conservancy's prior written consent, apply the security deposit to the last month's rent or to any other sum due under this agreement.

Upon termination of the tenancy, Tenant shall return the Premises to Conservancy in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Prior to occupancy pursuant to this Agreement, the Premises, including appliances, fixtures, carpets, and paint, shall be inspected by Conservancy and Tenant and the condition noted on the Premises Condition Checklist. Upon moving out, the Premises shall again be inspected by Conservancy and Tenant and conditions noted and acknowledged by signing the Premises Condition Checklist. Within thirty (30) days after Tenant has vacated the Premises, Conservancy shall furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of any of the security deposit retained by the Conservancy, along with a check for any deposit balance.

Under Section 1950.5 of the California Civil Code, Conservancy may withhold only that portion of Tenant's security deposit necessary to: a) remedy any default by Tenant in the payment of rent; b) repair damages to the Premises exclusive of ordinary wear and tear; and c) clean the Premises if necessary to restore it to the same level of cleanliness it was in at the beginning of the tenancy.

8. Default. If default shall at any time be made by Tenant in the payment of rent when due to Conservancy as herein provided, and if such default continues for fifteen (15) days after written notice has been given to Tenant by Conservancy, and such default continues for thirty (30) days after written notice has been given to Tenant by Conservancy without correction thereof having been commenced and diligently prosecuted, Conservancy may declare this Agreement terminated by giving Tenant written notice of termination. If Tenant does not surrender possession, Conservancy may repossess said premises. Conservancy shall have, in addition to the remedy described above, any other right or remedy available to Conservancy on account of any Tenant default, either in law or equity.

9. Tenant's Financial Responsibility and Insurance.

- a. Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and their guests and invitees caused by theft, fire or any other cause. Conservancy assumes no liability for any such loss.
- b. Tenant shall maintain commercial general liability insurance with limits of not less than \$1,000,000 each occurrence for bodily injury and property damage liability combined. If the policy has a general aggregate limit, either the general aggregate shall apply separately to this location, or the general aggregate limit shall be twice the occurrence limit. If the aggregate limit applies per location it shall be shown on the certificate of liability insurance.
- c. Tenant shall provide a certificate of insurance identifying the State of California, its officers, employees and servants as additional insureds, but only insofar as operations under this agreement are concerned.
- d. Prior to the expiration of such policies, Tenant shall submit to the Conservancy signed and complete certificates of insurance demonstrating that insurance coverage has been renewed or extended. Tenant shall immediately provide

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

- e. **Workers' Compensation Insurance.** Tenant agrees to maintain in effect throughout the term of this lease, Worker's Compensation Insurance in accordance with California law, and employer's liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

10. Indemnity. Tenant shall indemnify, hold harmless and, at the option of the Conservancy, defend, the State of California, the Conservancy, its officers, agents and employees, against any and all claims, losses, demands, causes of actions or liabilities of any kind arising out of, connected with, or resulting in injury to any person or damage to any property occurring in or about the Premises which is caused by Tenant or results from Tenant's use and occupancy of the Premises, except to the extent injury or damage may be caused by or result from acts or omissions of Conservancy or its authorized representatives, and except for any conditions of the Premises existing prior to Tenant's occupancy.

11. Utilities. Tenant shall retain services and be responsible for payment of all utility charges for the Premises during the term of this Agreement, including electrical, telephone, propane, weekly solid waste collection, and septic tank maintenance. For those services that receive combined billings for the apartments and main house, payment by the tenant will be assessed based on an approximate proportion and agreed to by both parties.

12. Local Taxes. Tenant is notified pursuant to Revenue and Taxation code section 107.6 that this Agreement may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest. The Tenant agrees to pay any possessory interest or other tax levied on such interest. The Conservancy shall pay before delinquency all other real property taxes and assessments levied or assessed on the Premises.

13. Personal Property. Tenant shall have the right to place and install personal property, fixtures, equipment, and other temporary installations in and upon the Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Agreement, placed, or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Conservancy. Tenant shall have the right to remove the same at any time during the term of this Agreement provided that all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

14. Landscape Maintenance. Tenant shall perform routine landscape maintenance of the Premises in a condition that is attractive, safe, and in compliance with local fire prevention ordinances. Tenant is not responsible for landscaped areas not associated with Apartment 1 nor is Tenant solely responsible for landscaping of the common areas. Landscape plants shall be watered as necessary to remain healthy. Any turf shall be routinely irrigated and mowed. Healthy trees shall not be topped or removed other than as necessary to comply with fire prevention requirements. Brush and removed vegetation shall be properly disposed. Permanent changes to the Premises' landscape, including but not

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limited to planting or removing trees and shrubs, must be approved in writing by the Conservancy.

15. Premises Maintenance, Housekeeping, and Minor Repairs. Tenant shall keep, at its expense, the Premises clean and sanitary and in good repair in substantially similar condition as the Premises existed as of the commencement of this Agreement. All trash and debris shall be properly contained and disposed. To the extent possible using common skills, hand tools, hardware and materials, Tenant shall be responsible at its expense for minor repairs of paint, fixtures, faucets and toilet mechanisms, hardware, and fencing, and other items on the Premises damaged or worn through normal occupancy. If the necessary repairs exceed the Tenant's physical capabilities, skills, or knowledge, require unfamiliar equipment or powered tools, or are otherwise considered unsafe for the Tenant to perform or ineffective, Tenant shall request the Conservancy to perform the work as described in section 18 below.

16. Minor Alterations and Improvements. Tenant, at Tenant's expense, may, with the prior written consent of the Conservancy, redecorate, repaint, and install replacement carpet, window coverings, fixtures or hardware on the Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Alterations or improvements authorized by the Conservancy that are permanently attached to the apartment(s), residence or outbuilding shall become part of the Premises and considered property of the Conservancy.

17. Major Renovation and Remodeling. Tenant is accepting the Premises for use as office space as-is. Any remodeling or improvements necessary to make the building functional for office space, to meet codes or secure permits, or to meet accessibility requirements is at Tenant's expense. Tenant at its sole expense can perform major renovation or remodeling with prior approval of Conservancy. Tenant shall secure appropriately licensed contractors for all work involving paint removal, demolition, changes in framing, changes to plumbing or electrical systems, replacing windows or doors, or any activities other than minor repairs or alterations such as those described in section 15 and 16. Tenant shall secure any and all required permits and regulatory approvals and inspections, and shall provide to the Conservancy documentation of contractors' licenses, permits, and inspection approvals. Tenant shall require all contractors to provide proof of insurance naming the Conservancy, its officers, agents, and employees as additional insured.

18. Major Repairs. Tenant shall promptly notify the Conservancy about major repair and maintenance needs or any major defects or dangerous conditions in and about the Premises. Conservancy shall, in particular, maintain responsibility for repairs and maintenance of major mechanical systems (heating, air conditioning, water heating, plumbing, and septic system) and the appliances present on the Premises owned by the Conservancy. The Conservancy shall within a reasonable time inspect the Premises to evaluate the problem and determine remedies. The Conservancy shall ensure required services are performed in a timely manner.

On demand by Conservancy, Tenant shall reimburse Conservancy for the cost of any repairs to the Premises, including Conservancy's personal property therein, damaged by Tenant or their guests or invitees through misuse or neglect.

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19. Lead Paint Disclosure. Conservancy has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. As required by Federal law, Conservancy and Tenant shall execute the form provided by the United States Environmental Protection Agency entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards," which is incorporated by reference into this Agreement. Tenant in addition acknowledges receipt from Conservancy of the U.S. EPA pamphlet "Renovate Right, Important Lead Hazard Information For Families, Child Care Providers, And Schools," and the U.S. EPA pamphlet "Protect Your Family From Lead In Your Home." Tenant shall have no liability, responsibility or obligation to the Conservancy with respect to any lead-based paint that may exist in the Premises.

20. Asbestos Disclosure. Asbestos is a common building material that may be present in many buildings constructed prior to 1981. The United States Environmental Protection Agency has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe as long as they are not disturbed or dislodged in a manner that causes the asbestos fibers to be released. Sanding, scraping, pounding, and other remodeling techniques that release dust may cause particles to become airborne. Tenant acknowledges that this is a warning that the Premises may contain asbestos and if asbestos fibers are released occupants may be may exposed to a chemical known to cause cancer.

Conservancy has no knowledge of asbestos and/or asbestos hazards located in or around the Premises.

Tenant agrees that no improvements, alterations, modifications, or repairs that would disturb, remove, dislodge, demolish, or damage walls, tile, ceilings, insulation, roofing or other potential asbestos-containing materials shall be made except by a properly qualified and licensed contractor and with the express written approval of the Conservancy. This approval will depend upon acceptance of a written plan of protection from the release of or exposure to asbestos. Except as set forth in the immediately preceding two sentences, Tenant shall have no liability, responsibility or obligation with respect to any asbestos that may exist in the Premises.

21. Damage and Destruction to the Premises. The Conservancy makes no guarantee that the Premises can be repaired, replaced, or reconstructed in the event of partial or total damage or destruction by fire or other cause. In the event the Premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:

- a) If the Premises are totally damaged and destroyed by fire or other cause, which renders the Premises untenable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination shall be given to the other party within fifteen (15) days after the occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or Tenant's invitees, then only the Conservancy shall have the right to terminate.

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b) Conservancy shall have the option to determine, in its good faith reasonable judgment, that the Premises are only partially damaged by fire or other cause. In that event, Conservancy shall have the option to:

- i) Repair such damage and restore the Premises at the Conservancy's sole expense, with this Agreement continuing in full force and effect; or
- ii) Give Tenant a written sixty (60) day notice of termination immediately upon discovering such damage. If the damage is successfully repaired the Conservancy may rescind the sixty day notice.
- iii) In either instance, there will be a proportionate reduction of rent based on the extent to which repairs interfere with Tenants' reasonable use of the Premises.

c) No damage, compensation or claims shall be payable by Conservancy for inconvenience, loss of business, or annoyance arising from any repair or restoration of any portion of the Premises, except for rent abatement as provided in section 21 (b).

22. Signs. With prior written consent of Conservancy, Tenant shall have the right to place on the Premises, any signs which are permitted by applicable zoning or sign ordinances. Conservancy may refuse consent to any proposed signage that is in Conservancy's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises.

23. Locks. The Tenant shall ensure the entrance gate to the Premises is locked during times when the Premises are not in use. The Tenant shall maintain a padlock on the entrance gate, and shall provide the Conservancy with a key to the padlock. Tenant shall maintain a fire agency lock for emergency response on the gate. Tenant shall not, without Conservancy's prior written consent, alter, rekey or install any new locks to the Premises or install any burglar alarm system. Tenant shall provide Conservancy with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any burglar alarm system.

24. Fire Extinguishers. The Conservancy shall equip the Premises with fire extinguishers of a size and type appropriate to provide the capability of initial attack to a small fire in the Premises.

25. Smoke Detectors. Tenant shall test all smoke detectors at least quarterly and report any problems (other than batteries) immediately to the Conservancy. Tenant shall replace smoke detector batteries as needed.

26. Right to Enter. The Conservancy reserves the right for any of its employees, contractors, agents, and representatives, to temporarily enter the Premises at any time and at any place, for lawful Conservancy purposes, including but not limited to constructing improvements, maintenance activities, and monitoring and enforcing the terms of this Agreement. The Conservancy and the Conservancy's agents may also enter the Premises in the event of an emergency or to make repairs or improvements, supply agreed services, and conduct an initial move-out inspection requested by Tenant. Except in cases of emergency, Tenant's abandonment of the Premises, or court order, Conservancy or its agents shall give at least 24 hours advance telephone notice of intent to enter and shall normally enter only during regular business hours of Monday through Friday from 8:00 a.m.

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to 5:00 p.m. No entry by Conservancy, or by persons authorized by Conservancy, shall give Tenant any right to subject Conservancy to charges, costs, or liability for any loss by Tenant of occupation or quiet enjoyment of the Premises, except that Conservancy shall be responsible for acts or omissions of Conservancy and its agents while on the Premises.

27. Cooperation. Tenant shall not interfere and shall cooperate to the extent necessary in actions on the Premises authorized by the Conservancy to carry out its mission under the San Joaquin River Conservancy Act, and to implement the San Joaquin River Parkway Master Plan, including but not limited to conducting evaluations and studies and installing improvements.

28. Rights of Others. This Agreement is subject to all existing easements, servitude, licenses and rights of way for canals, ditches, levees, roads, highways, telegraph, telephone and electric power lines, railroads, pipelines and other purposes, whether recorded or not, and rights of others under any existing oil, gas and mineral agreement or agreements affecting the Premises or any portion thereof, whether recorded or not. Conservancy further reserves the right to grant additional public utility easements as may be necessary and Tenant hereby consents to the granting of any such easement. The public utility will be required under the terms of the grant of easement to reimburse Tenant for any damages to personal property caused by the construction work on the easement area. Tenant agrees not to interfere, in any way, with the rights of ingress and egress of said interest holders.

29. Prohibitions Against Violating Laws and Causing Disturbances. Tenant shall be entitled to quiet enjoyment of the Premises. Tenant and their guests or invitees shall not use the Premises in such a way as to violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; commit waste or nuisance; or annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any nearby resident. All commercial activities on the Premises shall be in full compliance with state and local permits, licenses, laws, and regulations.

30. Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Conservancy to:
San Joaquin River Conservancy
5469 E Olive Ave
Fresno, CA 93727
(559) 253 – 7324

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If to Tenant to:

Sierra Resource Conservation
District
31981 Lodge Rd. Suite 101B
Auberry, CA 93602
(559) 855-5840

With a copy to:

Sierra Resource Conservation
District
P.O. Box 693 Auberry, CA
93602

Nothing herein shall preclude the giving of any such notice by personal service. Conservancy and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

31. Termination of Tenancy. Tenancy of the Premises and this Agreement shall remain in full force until either party provides (i) notice of sixty (60) days to the other in writing of intent to terminate the Agreement, or (ii) notice of destruction pursuant to Section 21(a). Upon proper notice, Conservancy may terminate Tenant's use of the Premises or any portion thereof, if, in Conservancy's sole judgment, such termination is necessary to carry out the Conservancy's mission or to otherwise implement the San Joaquin River Parkway Master Plan. Upon termination, all of the Tenant's rights and obligations pursuant to this Agreement shall expire.

32. Independent Tenant. Tenant and any and all agents and employees of Tenant shall act in an independent capacity and not as officers, agents or employees of the Conservancy. Nothing herein contained shall be construed as creating a partnership between the parties.

33. Assignment. Tenant shall not sublease all or any part of the Premises, or assign this Agreement in whole or in part without prior written consent of the Conservancy.

34. Entire Agreement. This document constitutes the entire agreement between the parties, supersedes and terminates any prior understandings or agreement, and no promises or representations, other than those contained here and those implied by law, have been made by Conservancy or Tenant. Any modifications to this Agreement must be in writing signed by Conservancy and Tenant.

35. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

36. Brokers. Conservancy and Tenant represent and warrant to each other that no brokers were involved in connection with the negotiation or consummation of this Agreement. Each party will indemnify the other and hold it harmless from and against any and all claims, damages, losses, expenses and liabilities (including attorneys' fees) incurred by said party as a result of a breach of this representation and warranty by the other party.

37. Representations. Each party represents that the person signing this Agreement on behalf of each party has full power and authority, acting alone, to execute this

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Agreement on behalf of such party, and that this Agreement constitutes a valid, legal and binding obligation of such party. Conservancy represents and warrants that Conservancy holds fee title to the Premises and that there are no impediments to title or other conditions that will adversely affect Tenant's use of the Premises as permitted herein.

38. Attorneys' Fees. Should either party institute any action or proceeding to enforce this Agreement, the prevailing party shall be entitled to receive from the losing party its attorneys' fees and other fees and costs of litigation.

39. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same such agreement.

40. Severability. If any provision of this Agreement is judicially determined to be invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions.

41. Waiver. The waiver by Conservancy of any default or breach of any term, covenant or condition of this Agreement shall not constitute a waiver of any other default or breach whether of the same or of any other term, covenant or condition, regardless of Conservancy's knowledge of other defaults or breaches. The subsequent acceptance of monies by Conservancy shall not constitute a waiver of any preceding default or breach of any term, covenant or condition, other than the failure of Tenant to pay the particular monies accepted, regardless of Conservancy's knowledge of any preceding default or breach at the time of acceptance of such monies, nor shall acceptance of monies after termination constitute a reinstatement, extension or renewal of this Agreement or revocation of any notice or other act by Conservancy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

2022 07 06

CONSERVANCY:

DocuSigned by:
John M. Shelton
BD85257A1B334F2...

Date:

7/6/2022

San Joaquin River Conservancy
John M. Shelton, Executive Officer

TENANT:

Date:

Sierra Resource Conservation District

DocuSigned by:
Steve Haze
By: AA8E3C584088490...

7/6/2022

Steve Haze
Executive Director

Approved as to legal sufficiency:

For Conservancy:

DocuSigned by:
Jackie Vu
85C3DA1F29F3445...

Date:

7/18/2022

By: Jackie Vu, Deputy Attorney General
Rob Bonta, Attorney General