

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE AN OPERATING AGREEMENT WITH THE SAN JOAQUIN RIVER CONSERVANCY FOR THE SAN JOAQUIN RIVER PARKWAY.

WHEREAS, the San Joaquin River Conservancy owns land along the San Joaquin River within the City of Fresno; and

WHEREAS, the City of Fresno and the Conservancy seek to formalize an agreement for maintenance and operations (Operating Agreement) at Jensen River Ranch and the extension area; and

WHEREAS, the Operating Agreement clarifies the scope of work and includes a fire break plan to support fire prevention.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

1. Approves and supports the agreement for maintenance and operations with the San Joaquin River Conservancy for the San Joaquin River Parkway, attached as Operating Agreement.
2. The Public Works Director is authorized to execute the Operating Agreement and related documents, including any future amendments consistent with the agreement's terms.
3. This resolution shall be effective upon final approval.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____ 2025.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2025
Mayor Approval/No Return: _____, 2025
Mayor Veto: _____, 2025
Council Override Vote: _____, 2025

TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Angela M. Karst Date
Senior Deputy City Attorney

Attachment: Operating Agreement

OPERATING AGREEMENT FOR SAN JOAQUIN RIVER PARKWAY

This Operating Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 20____, between the City of Fresno, a California municipal corporation (hereinafter referred to as "City") and the State of California, acting through the San Joaquin River Conservancy (hereinafter referred to as "Conservancy"). The City and Conservancy hereby agree as follows:

I. RECITALS

- (a) The Conservancy has under its control certain lands described in Exhibit C of this Agreement, which the City and Conservancy desire to use for public access and wildlife habitat purposes.
- (b) The development, use, operation, and maintenance of said lands on a cooperative basis between the City and the Conservancy are hereinafter referred to as the "Project."
- (c) The cooperative development, use, operation, and maintenance of the Project are in accordance with the authorization of the Conservancy Governing Board on January 15, 2025 and the City's Resolution No. _____.

II. GENERAL TERMS AND CONDITIONS

- (a) PROJECT NAME: The name of this Project is the San Joaquin River Parkway. This name shall be used in all documents, signs, publications, brochures, general literature, or news releases. The City shall not rename the Project without the prior written approval of the Conservancy.
- (b) EXHIBITS: This Agreement incorporates by reference the following exhibits:
 - Exhibit A – Standard Terms and Conditions
 - Exhibit B – Project Description
 - Exhibit C – Project Area Description
 - Exhibit D – Fire Break Plans
 - Exhibit E – Trail Closure Protocol
- (c) PROJECT DEVELOPMENT: Any development or improvement of facilities on the area described in Exhibit B shall be carried out by a separate agreement. Within ninety (90) days of completion of any such development or improvement, the developer shall provide the City with a copy of the "as-built" plans, and the City shall transmit a copy to the Conservancy.
- (d) TERM: This Agreement shall remain in effect until terminated by either party upon thirty (30) days' written notice, the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or as otherwise provided herein. Amendments may be made by mutual

written agreement of the parties. Upon termination, both parties shall coordinate to ensure a smooth transition of maintenance responsibilities, access, and public information.

(e) MAINTENANCE ACTIVITIES: The list of maintenance activities referenced in Exhibit B may be amended in writing upon mutual agreement of the City's Director of Public Works and the Conservancy's Executive Officer. Such amendments shall not require a formal amendment to this Agreement.

(f) PROJECT BOUNDARIES: The project boundaries shown in Exhibit C may be amended in writing upon mutual agreement of the City's Director of Public Works and the Conservancy's Executive Officer. Such amendments shall not require a formal amendment to this Agreement.

(g) ENVIRONMENTAL COMPLIANCE: Any environmental review, permitting, and all associated costs shall be the sole responsibility of the Conservancy. The City shall have no obligation or liability for environmental compliance or related costs. This includes, but is not limited to, compliance with CEQA, state and federal endangered species laws, and any permits required by environmental regulatory agencies at the local, state, or federal level.

(h) COORDINATION MEETINGS: The City and the Conservancy shall meet at least twice per year to coordinate on matters related to this Agreement, including maintenance activities, access, development plans, and other operational issues. Additional meetings may be scheduled as needed by mutual agreement.

(i) DISPUTE RESOLUTION: In the event of a dispute arising under this Agreement that cannot be resolved by the Public Works Director and the Conservancy's Executive Officer, the matter shall be escalated to the City Manager and the Chairperson of the Conservancy Governing Board to serve as mediators. Their role shall be to facilitate resolution through discussion and mutual agreement. This provision shall not limit either party's legal rights under this Agreement.

(j) NOTICES: Notices required between the City and the Conservancy shall be deemed given when mailed, first-class postage prepaid, to the following addresses:

To City:
City of Fresno
Public Works Department
2600 Fresno Street, Room 4064
Fresno, CA 93721

To State:
State of California
San Joaquin River
Conservancy P.O Box 28338
Fresno, CA 93729

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

STATE OF CALIFORNIA,
San Joaquin River Conservancy

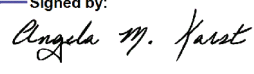
By: _____
Scott L. Mozier
Director, Public Works

By:  _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Name: KARI KYLER DANISKA

Title: Executive Officer


Signed by: 
By: _____ 8/5/2025
Angela M. Karst Date
Senior Deputy City Attorney

Date: 7/10/2025

ATTEST:
TODD STERMER, MMC
City Clerk

APPROVED AS TO FORM:
ROB BONTA
Attorney General to the State of California

By: _____
Deputy Date

By:  7/10/2025
Jackie K. Vu Date
Deputy Attorney General

Attachments:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

EXHIBIT A

STANDARD TERMS AND CONDITIONS TO OPERATING AGREEMENT

I. SCOPE AND PURPOSE

1. **SCOPE:** This Agreement pertains to the facilities and improvements described in Exhibit B and to the area owned by the State of California, San Joaquin River Conservancy, as shown in Exhibit C. The improvements, use, operation, and maintenance of such facilities on the described area are collectively referred to as the "Project."

2. **PURPOSE AND USE:** The Project premises and every part thereof shall be used only for hiking, bicycling, fishing, picnicking, and other low-impact recreational activities. Subject to Section 5 below, the City may use the premises for temporary or special purposes through agreements with others.

The premises and Project facilities shall, unless otherwise specifically provided herein, be available daily without charge. There shall be no restrictions to public ingress or egress except when closure is necessary for maintenance, repair, public safety, security, or protection of the structures or facilities.

Units available for public use (that is, are not generally closed pursuant to Section 25015.06) shall be closed to the public: from 10:00 p.m. to 6:00 a.m. during the months of April through September, and from 7:00 p.m. to 6:00 a.m. during the months of October through March, unless developed for public camping, or otherwise posted pursuant to Section 25015.04 or authorized in writing by the San Joaquin River Conservancy. No person shall be present in or remain in or upon units during hours the units are closed. Any person present during hours the unit is closed is in violation of the Chapter and his or her presence also constitutes unlawful trespass.

The City and Conservancy shall develop a protocol to allow for closure of the northern segment of the Trail, during storm periods that may cause the stormwater treatment channel to run full. This protocol shall be adopted within thirty (30) days of execution of this Agreement and incorporated herein as Exhibit E. The City shall notify the Conservancy within 48 hours of making any and all closures.

II. MAINTENANCE AND OPERATION

3. **MAINTENANCE:** The City shall provide all normal maintenance and operation of the Project area and improvements in accordance with the purposes expressed herein and as described in Exhibit B. Except for occurrences beyond the City's control or acts of God, the City shall ensure the facilities remain in a safe, clean, and usable condition. Equipment and materials not needed for routine maintenance shall not be stored or stockpiled on the premises.

The City agrees to fund maintenance at City expense, consistent with the level of funding programmed annually and approved by the City Council through the budget process.

4. ADDITIONAL IMPROVEMENTS: Except as provided in a separate agreement, the Conservancy shall not be obligated to make any additional developments or improvements within the Project area.

However, the City may, at its own cost, construct or install additional structures or improvements provided that:

- (a) they are consistent with the purposes set forth in this Agreement;
- (b) they are constructed, maintained, and operated for the benefit and enjoyment of the public;
- (c) they do not reduce, restrict, or interfere with the primary purposes of the Project; and
- (d) they receive prior written approval from the Conservancy.

Any improvements installed with Conservancy approval and at the City's expense shall remain the property of the City during the term of this Agreement. Upon termination, the City may remove such improvements or leave them on-site, in which case they become the property of the Conservancy.

The Conservancy shall not make improvements or alterations, including but not limited to planting, volunteer events, or material storage, or enter into any agreement related to the properties, improvements, or amenities covered by this Agreement without prior City approval.

5. CONCESSIONS: The City may enter into agreements with third parties to provide programs, services, or facilities that complement the Project improvements, provided that:

- (a) such agreements are consistent with the purposes and uses described in this Agreement;
- (b) any revenues received from such agreements are deposited into a dedicated account and used solely for Project maintenance and operation;
- (c) the City maintains adequate records of all revenues and expenditures related to such agreements and provides them to the Conservancy upon request; and
- (d) such agreements, including revenue-sharing terms, are approved by the Conservancy prior to execution.
- (e) the Conservancy is acknowledged in any public advertising or social media posts associated with such agreements, recognizing its role as the landowner for Jensen River Ranch and the Extension Property.

III. GENERAL PROVISIONS

6. ASSIGNMENT: The City shall not assign this Agreement, in whole or in part, nor delegate any of its rights or duties unless specifically provided for herein.

7. LIABILITY: The City shall indemnify, hold harmless and defend the Conservancy and each of its officers, officials, employees, agents and volunteers from any and all loss, liability,

finances, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Conservancy, the City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the City of governmental immunities including California Government Code section 810 et seq.

The Conservancy shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Conservancy or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the Conservancy or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the Conservancy of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of the City or any of its officers, officials, employees, agents or volunteers, and the Conservancy or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

Required Insurance. Without limiting the indemnification of each party as stated herein, it is understood and agreed that the Conservancy and the City shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement, to fund their respective liabilities including, but not limited to, general liability, automotive liability, workers' compensation and employers liability. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of either party under this Agreement.

If the Conservancy is named as a co-defendant under Government Code Sections 895 et seq., the City shall notify the Conservancy and represent it, unless the Conservancy elects to represent itself, in which case it shall bear its own legal costs.

8. INDEPENDENT CONTRACTOR: In performing its responsibilities under this Agreement, the City and its officers, agents, and employees shall act in an independent capacity and not as officers, agents, or employees of the Conservancy.

9. NONDISCRIMINATION: The City certifies that it will comply with all federal and state nondiscrimination laws in performing its responsibilities and in managing any concession agreements. The Project area shall be open and accessible to the public on equal and reasonable terms.

10. TERMINATION: This Agreement shall remain in effect until terminated by either party upon thirty (30) days' written notice, the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or as otherwise provided herein. Termination shall not relieve either party of obligations incurred prior to the effective date of termination.

11. WAIVER OF RIGHTS: Either party may waive certain rights under this Agreement. Any such waiver shall not be deemed a continuing waiver or a waiver of any other right or provision.

12. REMEDIES NOT EXCLUSIVE: Use of any specific remedy under this Agreement shall not preclude the use of any other remedy available under law.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and apply to the successors and assigns of both parties.

14. OPINIONS AND DETERMINATIONS: Where the Agreement requires approval, judgment, or opinion by either party, such action shall not be arbitrary or capricious and shall be made reasonably and in good faith.

EXHIBIT B PROJECT DESCRIPTION

1. Project Overview

The San Joaquin River Parkway project area includes lands owned by the San Joaquin River Conservancy as shown in Exhibit C. The project area is intended to support public access and enjoyment through low-impact recreational uses such as hiking, fishing, picnicking, and nature observation.

The area shall be maintained and operated by the City of Fresno pursuant to the terms of the Operating Agreement and is intended to preserve natural habitat, enhance public recreational opportunities, and protect water quality and flood control functions.

2. Facilities and Features

Facilities and improvements within the project area may include, but are not limited to:

- Multi-use trails and pathways
- Informational signage and trail markers
- Trash and recycling receptacles
- Picnic tables and seating areas
- Fencing and gates
- Trailhead or access points
- Drinking fountains (as approved)
- Restroom facilities (if applicable)

No improvements shall be made by either party without written approval, in accordance with the terms of the Operating Agreement.

3. Use and Restrictions

The site shall be open to the public daily without charge, subject to closures for maintenance, public safety, or environmental protection as specified in the Agreement. Permitted uses are limited to passive recreation and educational activities consistent with habitat protection and public access goals.

Motorized vehicles, amplified sound, and commercial events are prohibited unless otherwise approved in writing by both the City's Director of Public Works and the Conservancy's Executive Officer.

4. Maintenance Activities

The City shall perform routine maintenance and upkeep of the project area and associated facilities. Maintenance activities may include, but are not limited to:

- Trash removal and litter control

- Vegetation trimming and weed abatement
- Grading, resurfacing, and erosion repair of trails
- Removal of graffiti
- Inspection, repair, and replacement of fencing, gates, benches, and signage
- Maintenance of drainage features or channels
- Irrigation system checks, programming, and repairs
- Pumphouse maintenance and associated repairs
- Pest or fire hazard mitigation as needed
- General housekeeping to maintain a clean and safe environment

The list of maintenance activities may be updated in writing upon mutual agreement of the City's Director of Public Works and the Conservancy's Executive Officer. Such updates shall be attached to and incorporated into this Exhibit and shall not require a formal amendment to the Agreement.

Fire prevention work at Jensen River Ranch, including disking and mowing, shall follow the approved fire break plan signed by the City of Fresno, the San Joaquin River Conservancy, and the Fresno Fire Department. The plan shall remain on file and may be updated by mutual agreement.

5. Exclusions

The City shall not be responsible for the following activities within the project area:

- Riverbank and shoreline management – Includes erosion control, riverbank stabilization, any work below the high water mark, or improvements for water access such boat launches.
- Encampment removal or hazardous cleanup – The City is not responsible for the removal of homeless encampments, hazardous materials or illegal dumping.
- Ongoing maintenance of the Native Garden – The City is not responsible for maintaining the Native Garden, which is cared for by Native partners in coordination with the Conservancy.
- Law enforcement or public safety – Includes patrols, emergency response, and crime prevention.

EXHIBIT C PROJECT AREA DESCRIPTION

The Project Area is defined by the attached maps, which illustrate the lands under ownership or management of the San Joaquin River Conservancy included in this Agreement.

These areas are located within the City of Fresno along the San Joaquin River and include:

- Jensen River Ranch
- Jensen River Ranch Extension

Each area is shown on a separate map labeled as follows:

- Attachment C-1: Jensen River Ranch
- Attachment C-2: Jensen River Ranch Extension

The Project Area may be updated upon mutual written agreement of the City's Director of Public Works and the Conservancy's Executive Officer, consistent with Section (i) of this Agreement.

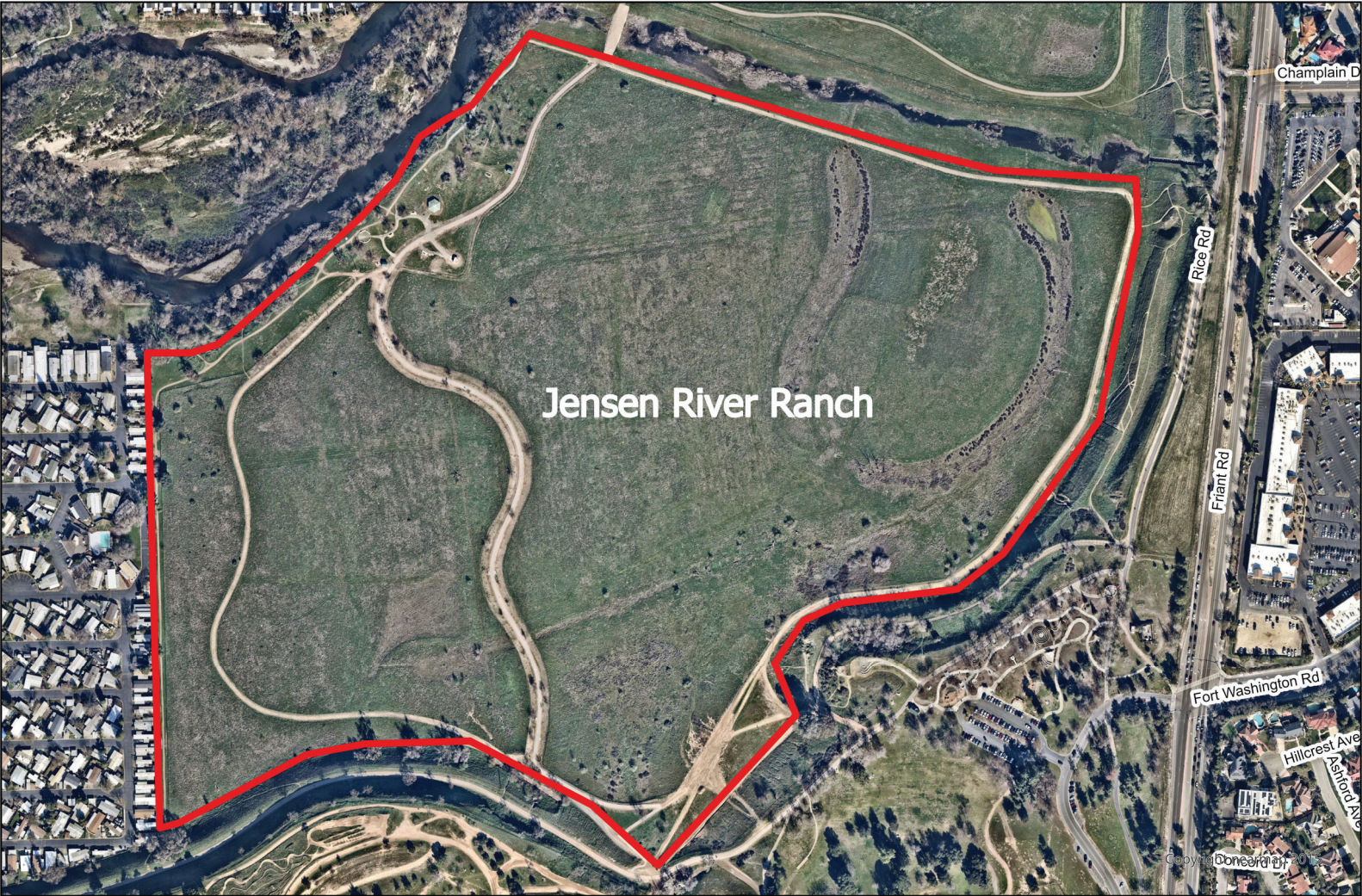
EXHIBIT D FIRE BREAK PLANS

Fire Break Plans

- Attachment D-1: Jensen River Ranch Fire Break Plan (map with signature block)
- Attachment D-2: Jensen River Ranch Extension Fire Break Plan (map with signature block)

These documents depict the approved areas for fire prevention activities such as disking and mowing. Updates to either plan must be signed by all parties and retained on file.

Attachment C-1 - Jensen River Ranch
San Joaquin River Parkway Operating Agreement
City of Fresno & San Joaquin River Conservancy



0 0.03 0.05 0.1 Miles

6/18/2025

Attachment C 2 Jensen River Ranch Extension

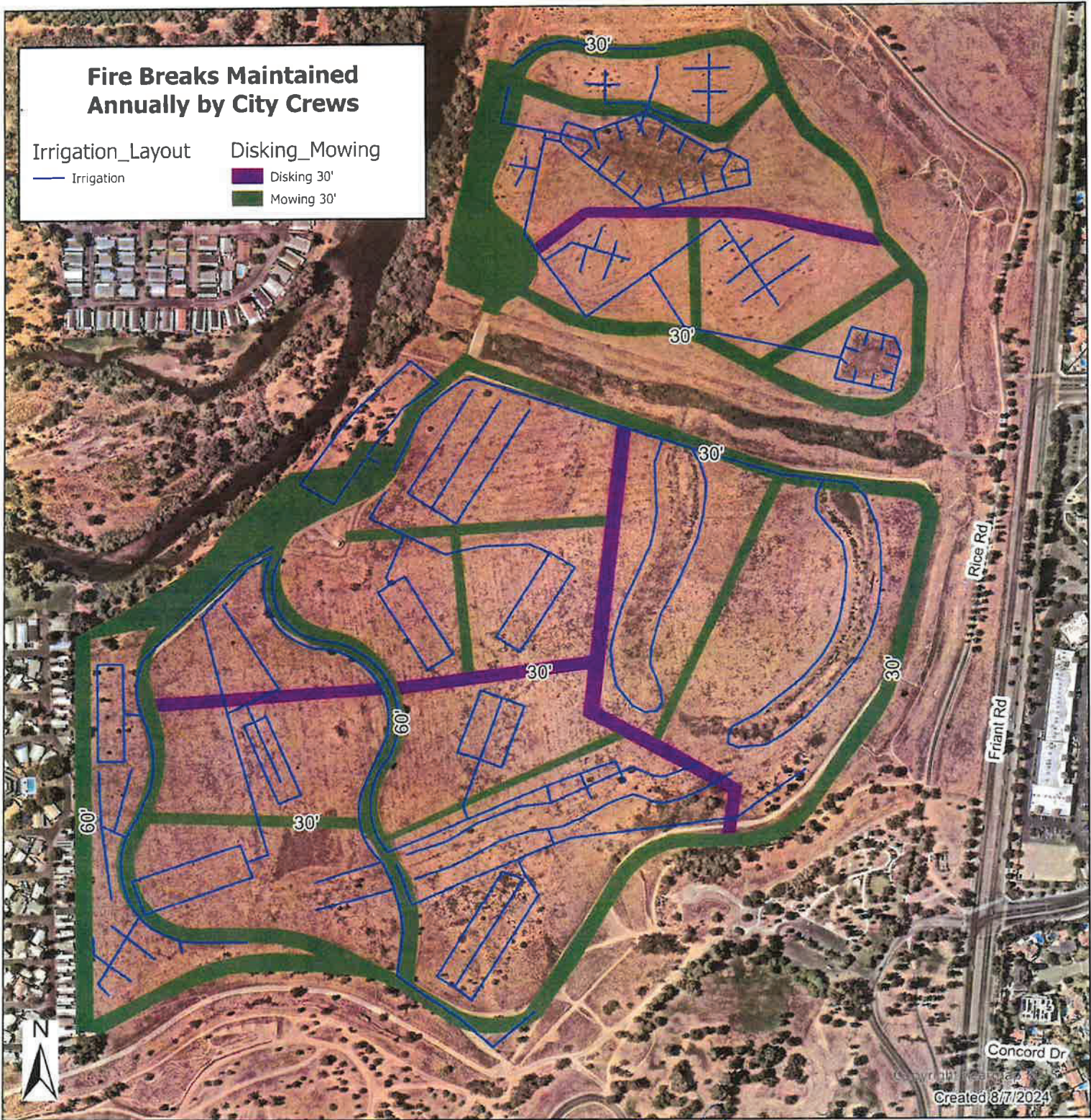
San Joaquin River Parkway Operating Agreement

City of Fresno & San Joaquin River Conservancy



0 0.03 0.05 0.1 Miles

Jensen River Ranch Fire Break Plan



[Signature]

San Joaquin River Conservancy
Kari Daniska, Executive Director

Date: 10/10/2024

[Signature]

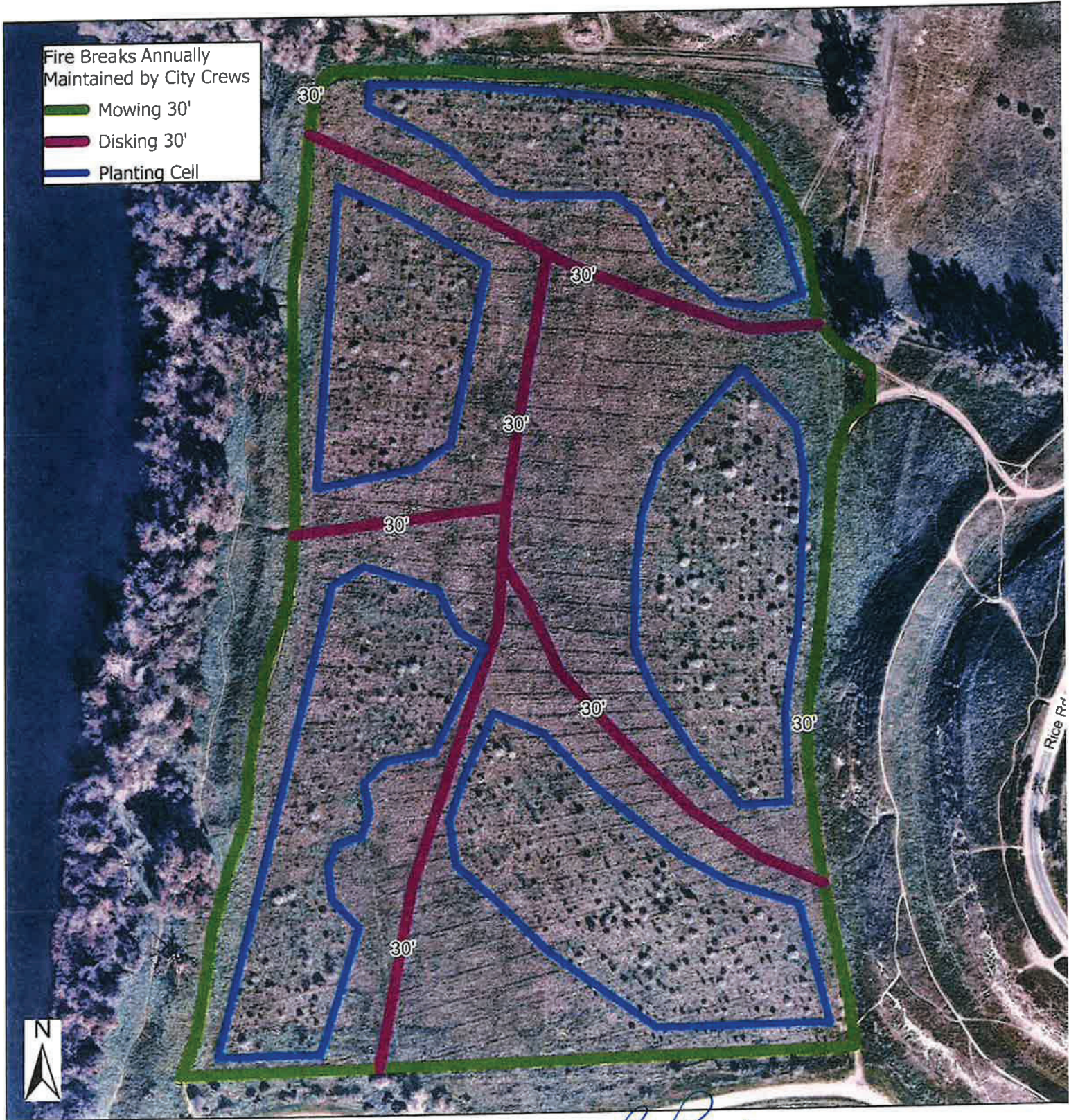
City of Fresno, Public Works Department
Brian Russell, Assistant Director of Public Works

Date: 9-16-24

[Signature]
Fresno Fire Department
Lawrence French, Fire Battalion Chief

Date: 9/12/2024

Jensen River Ranch Extension Fire Break Plan Attachment D-2



[Signature]
 San Joaquin River Conservancy
 Kari Daniska, Executive Officer

Date: 7/16/2025

[Signature]
 City of Fresno, Public Works Department
 Brian Russell, Assistant Director of Public Works

Date: 7.21.25

[Signature]
 Fresno Fire Department
 Lawrence French, Fire Battalion Chief

Date: 7/15/2025