

## **JOINT PROJECT AGREEMENT**

This Joint Project Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF FRESNO, a municipal corporation and public entity, (City) and the SAN JOAQUIN RIVER CONSERVANCY (Conservancy), a California State agency formed and operating pursuant to Division 22.5 of the California Public Resources Code, to define the responsibilities and obligations of the aforementioned Parties for the River West Fresno Eaton Trail Extension Project (Project).

### **RECITALS**

WHEREAS, on April 11, 2018, the Conservancy updated the San Joaquin River Parkway Interim Master Plan (Master Plan) that was originally adopted in 1997, and the updated Master Plan describes public access and recreational improvements along a 22-mile stretch of the San Joaquin River between Friant Dam at Millerton Lake and State Route 99; and

WHEREAS, in accordance with the Final Environmental Impact Report (FEIR) certified by the Conservancy on April 11, 2018, in Resolution No. 2018-01, and the Addendums Nos. 1 and 2 to the FEIR adopted in August 2020 and October 2025, respectively, the Project consists of extending the existing Lewis S. Eaton Trail, including, but not limited to, approximately 2.4 miles of a new multipurpose 22' wide trail, three separate trailhead parking lots near Perrin Avenue and State Route (SR) 41 undercrossing, Riverview Drive and Bluff Avenue, and the end of North Palm Avenue, various trail amenities, and a bus turn around area; and

WHEREAS, additional improvements are now proposed pertaining to an additional stretch of sidewalk located underneath the State Route 41 overpass at Perrin Avenue; and

WHEREAS, the originally contemplated improvements under the Project, and the additional improvements, are generally located on properties owned by public agencies including the Conservancy, the City, Fresno Metropolitan Flood Control District, and private entities including, but not limited to, the San Joaquin River Access Corporation (SJRAC);

and

WHEREAS, the Conservancy is the lead agency of the Project and the City is a responsible agency for the Project, as those terms are defined under California Code of Regulations, Title 14, Sections 15367 and 15381, respectively; and

WHEREAS, the City and the Conservancy, while maintaining their respective rights and facilities, recognize it will be to their mutual benefit to complete the Project as a cooperative endeavor; and

WHEREAS, the City and the Conservancy recognize the benefits of joint-funding the Project; and

WHEREAS, the Project will be primarily funded through State funds; and

WHEREAS, the City and the Conservancy will each contribute the resources, financial or otherwise, necessary to fully fund construction of the Project; and

WHEREAS, the parties intend, by entering into this Agreement, to establish the terms and conditions of their cooperative approach regarding the completion of this Project.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual acknowledgments, covenants, and conditions herein contained, it is hereby agreed as follows:

1. The City shall, either with City staff or by contracting with a consultant, provide Project engineering and oversight in accordance with the requirements of the Project and all funding and permitting agencies and all federal, state, and local laws, including:

a. Oversight of any consultant(s) employed by the City for the design of the Project;

b. Providing Design Engineering services, including preparation of plans necessary for the bidding and construction of the Project;

c. California Environmental Quality Act (CEQA) compliance;

d. Preparation and administration of, and application for, permits necessary for the construction of the Project; and

- e. Application of funding for the construction of the Project.
  - f. Provide specifications, engineer's estimates, and Construction Engineering, including general administration of the construction contract, and furnish all necessary field engineering, inspection, and testing for the performance of the construction work.
2. The City shall provide plans to the Conservancy, for the Conservancy's review and approval, for the work to be performed on the Project.
  3. The City may, at its option, inspect the construction contractor's work. Costs associated with construction of the Project, including, but not limited to, design, engineering, permitting, construction, and inspection will be included as part of the Project costs.
  4. The Project shall be constructed by the City or its agents thereof.
  5. The Conservancy hereby grants to the City and its officers, officials, agents, employees, volunteers, and contractors the right to enter the approved areas as shown in the attached Exhibit B (Project Area) and construct the Project.
  6. Any addenda or revisions to the Project's approved construction documents for improvements resulting in an increase in bid item quantity or cost of any bid item by more than ten percent (10%), shall be approved in writing by the City's Director of Public Works, or designee, and the Conservancy's Executive Director, or designee.
  7. If the lowest responsible bid for the Project's construction contract does not exceed the engineer's estimate, including contingency, as shown on the current version of the Engineer's Estimate as Exhibit A hereto, by more than ten percent (10%), the City shall award construction of the Project to that bidder. If the lowest responsible bid for the Project's construction contract exceeds the engineer's estimate, including contingency, as shown on the current version of Exhibit A, by more than ten percent (10%), then City will not award the construction contract, unless mutually agreed upon in writing by the City's Director of Public Works and the Conservancy's Chief Executive Officer, or designee.

8. If the lowest responsible bidder's proposal is more than ten percent (10%) above the engineer's estimate, including contingency, and award of the project is mutually agreed upon in writing by the City's Director of Public Works and the Conservancy's Chief Executive Officer, or designee, the City shall award construction of the Project to the lowest responsible bidder.

9. Final project costs will not be determined until construction is completed and the Project is accepted by both the City and the Conservancy in writing, and closed out in accordance with each agency's policies.

10. Upon completion of the Project, the Conservancy is the owner of all furnishings. The City is to provide maintenance for the Project under a separate Maintenance Agreement between the City and the Conservancy.

11. To the furthest extent allowed by law, Conservancy shall indemnify, hold harmless and defend 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 City, 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 out of performance of this Contract. Conservancy's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers. This section shall survive termination or expiration of this Contract.

12. Without limiting the applicability or scope of the indemnification provisions contained in Section 11, the Conservancy and the City shall 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 sufficient to fund their respective liabilities hereunder throughout the term of this Agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation. If the Conservancy should subcontract any portion of the work to be performed, the Conservancy shall require each subcontractor to add the City, its officers, officials, employees, agents and volunteers as an Additional Insured under the General and Auto Liability policies. The General Liability and Auto Liability policies shall be endorsed so the coverage is Primary to the City's insurance, and will not require contribution. The Worker's Compensation policy shall contain a Waiver of Subrogation in favor of the City, its officers, officials, employees, agents and volunteers.

13. Neither Party shall assign, transfer, or sub-contract this Agreement, nor any of its respective rights or duties hereunder without the written consent of the other Party.

14. This Agreement shall become effective immediately upon execution and shall expire upon City's issuance of a Notice of Completion after Project construction has been completed, which construction shall be based on the Project Description as provided in the FEIR and subsequent Addendums, or upon mutual written consent of the City's Director of Public Works and the Conservancy's Chief Executive Officer, whichever is earlier. This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

15. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions.

16. This Agreement may be modified only by written instrument executed by duly authorized representatives of both the City and the Conservancy.

17. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested,

addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

20. Each Party acknowledges that it has read and fully understands the contents of this Agreement and represents that this constitutes the entire Agreement between the City and the Conservancy with respect to the subject matter contained herein and that this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral.

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

CITY OF FRESNO,  
A California municipal corporation

SAN JOQUIN RIVER CONSERVANCY

By: \_\_\_\_\_

Name: Kari Daniska

By: \_\_\_\_\_  
Scott Mozier, PE  
Director  
Public Works Department

Title: Chief Executive Officer

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: \_\_\_\_\_  
Heather Thomas                      Date  
Deputy City Attorney

ATTEST:  
Amy K. Aller  
Interim City Clerk

SAN JOQUIN RIVER CONSERVANCY:  
San Joaquin River Conservancy  
Attention: Kari Daniska  
Chief Executive Officer P.O. Box 28338  
Fresno, CA 93729  
Phone: (559) 287-7282

By: \_\_\_\_\_  
Deputy                                      Date

Addresses:  
CITY:  
City of Fresno  
Attention: Scott Mozier  
Director, Public Works Department  
2600 Fresno Street, Room 4064  
Fresno, CA 93721-3623  
Phone: (559) 621-8811

Exhibit A – Engineer’s Estimate  
Exhibit B – Project Area

Exhibit A  
Engineer's Estimate

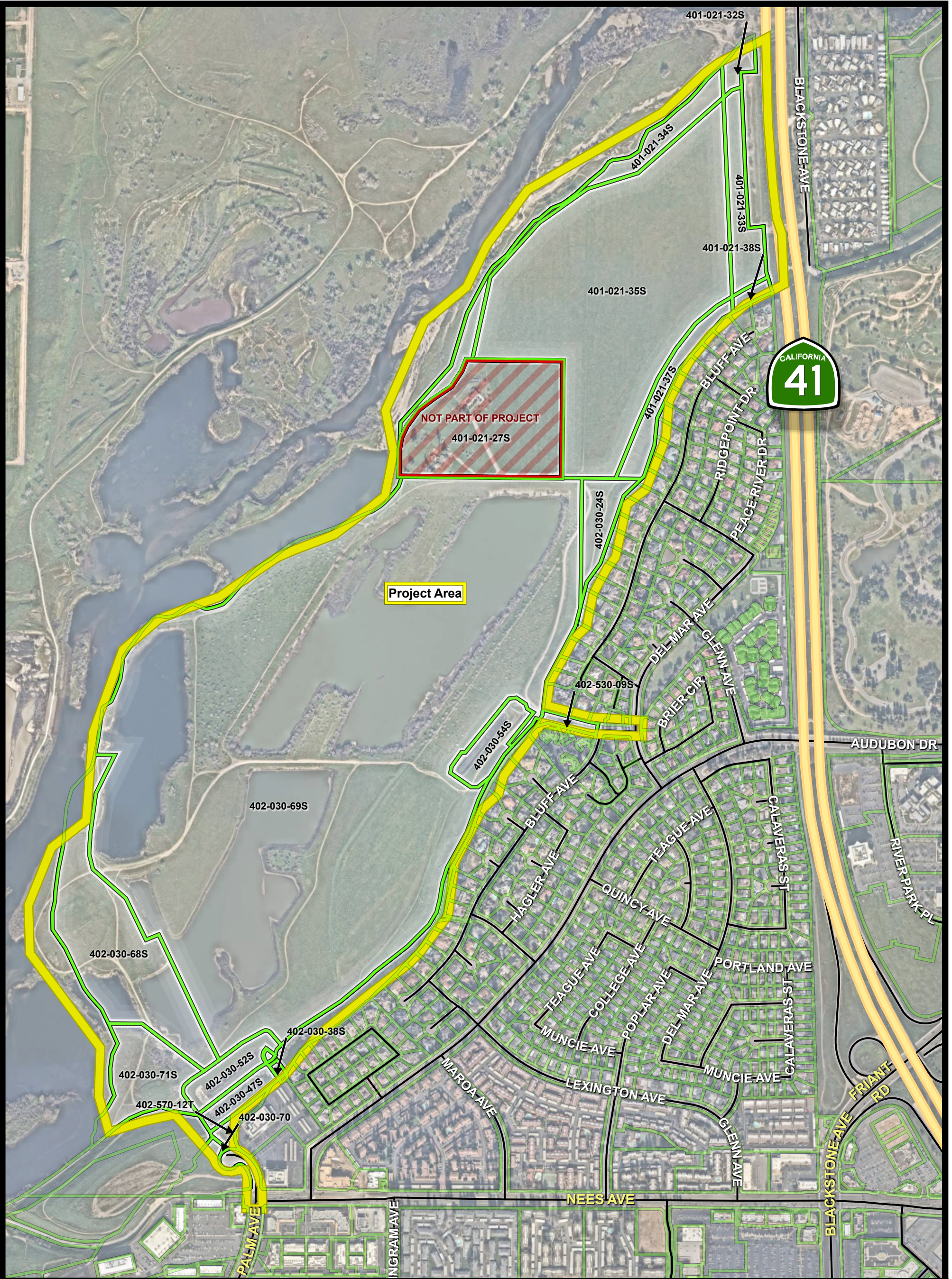
Phase 1 Engineer's Estimate of Construction Phase	
Description of Work	Estimated Cost
Trail Extension, Parking Lot at Perrin Avenue, and Stairs at Palm Avenue	\$9,438,733
Site Furnishings	\$815,000
Planting and Irrigation	\$1,240,300
Design Contingency	\$0
Subtotal	\$11,494,033
10% Construction Contingency	\$1,149,403
8% Construction Management	\$919,523
Permit Fees	\$100,000
<b>Phase 1 Total</b>	<b>\$13,662,959</b>

Phase 2 Engineer's Estimate of Construction Phase	
Description of Work	Estimated Cost
Parking Lot at Palm Avenue, Parking Area at Riverview Drive	\$5,261,570
Bus Turnaround Area	\$140,000
Site Furnishings	\$904,000
Planting and Irrigation	\$957,000
Design Contingency	\$726,257
Subtotal	\$7,988,827
15% Construction Contingency	\$798,883
10% Construction Management	\$798,883
Permit Fees	\$25,000
<b>Phase 2 Total</b>	<b>\$9,611,592</b>

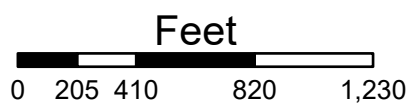
<b>Project Total Engineer's Estimate of Construction Phase (\$)</b>	<b>\$23,274,551</b>
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Exhibit B  
Project Area

Parcel	APN	Owner
1	401-021-32ST	State of CA
2	401-021-33ST	State of CA
3	401-021-35ST	State of CA
4	402-030-24ST	State of CA
5	402-030-52ST	FMFCD
6	402-030-54ST	FMFCD
7	402-030-68ST	State of CA
8	402-030-69ST	State of CA
9	402-030-71ST	SJRAC
10	402-530-09ST	State of CA




**CAPITAL PROJECTS  
DEPARTMENT**



**LOCATION MAP**

**River West Eaton Trail  
Extension**

**Legend**

-  Project Parcels
-  Project Limit

**Project ID: PW00986  
Council District: 2**

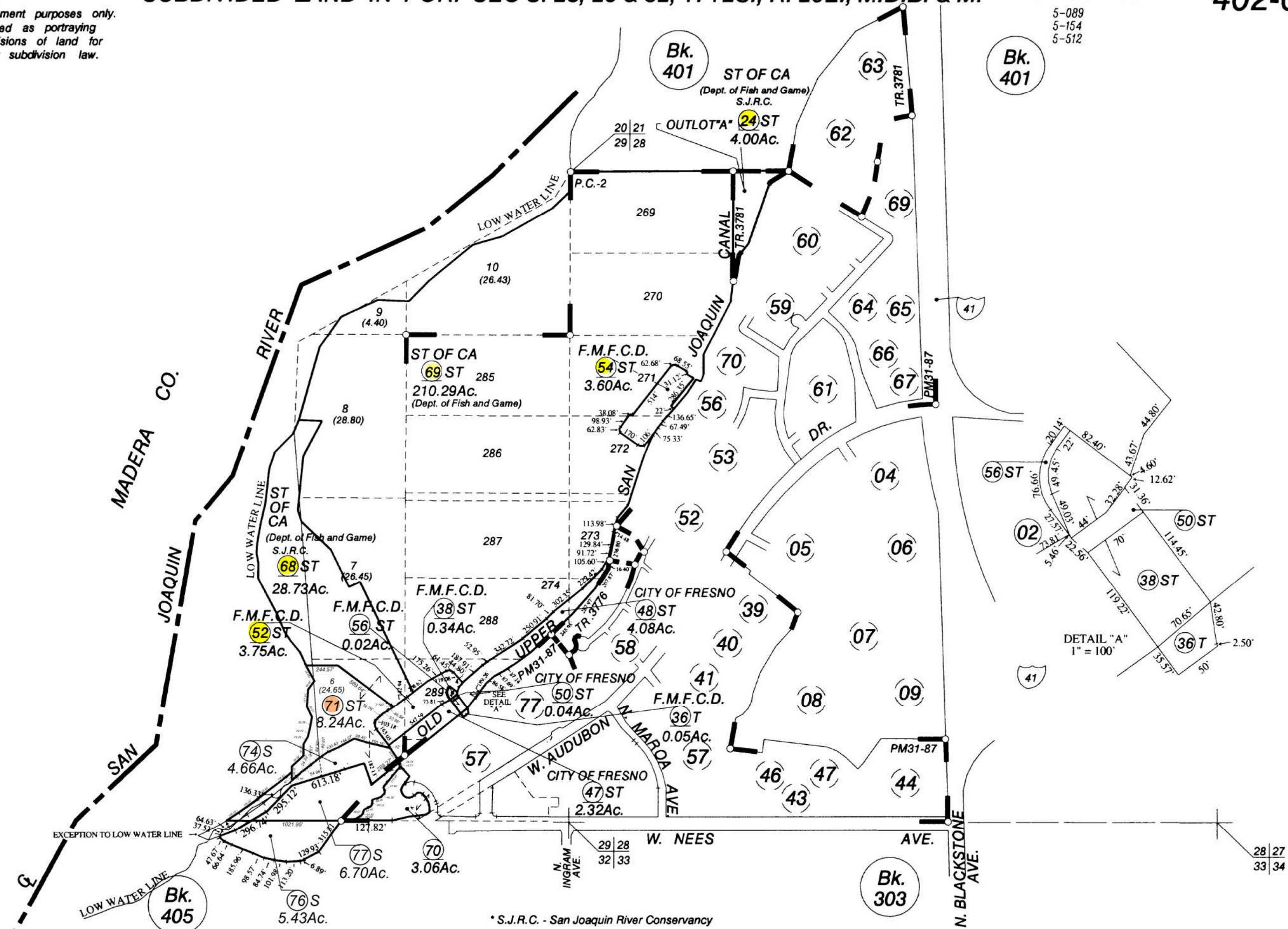
SUBDIVIDED LAND IN POR. SEC'S. 28, 29 & 32, T. 12S., R. 20E., M.D.B. & M.

Tax Rate Area

402-03

5-089  
5-154  
5-512

--- NOTE ---  
This map is for Assessment purposes only.  
It is not to be construed as portraying  
legal ownership or divisions of land for  
purposes of zoning or subdivision law.



Perrin Colony No.2, (Amended) - Plat Bk. 4, Pg. 68  
Tract No. 3781 - Phase I - Plat Bk. 49, Pgs. 9-11

Parcel Map No. 79-16, Bk. 31, Pg. 87

Assessor's Map Bk. 402 - Pg. 03  
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

SUBDIVIDED LAND IN POR. SEC. 28, T.12 S., R. 20 E., M. D. B. & M.

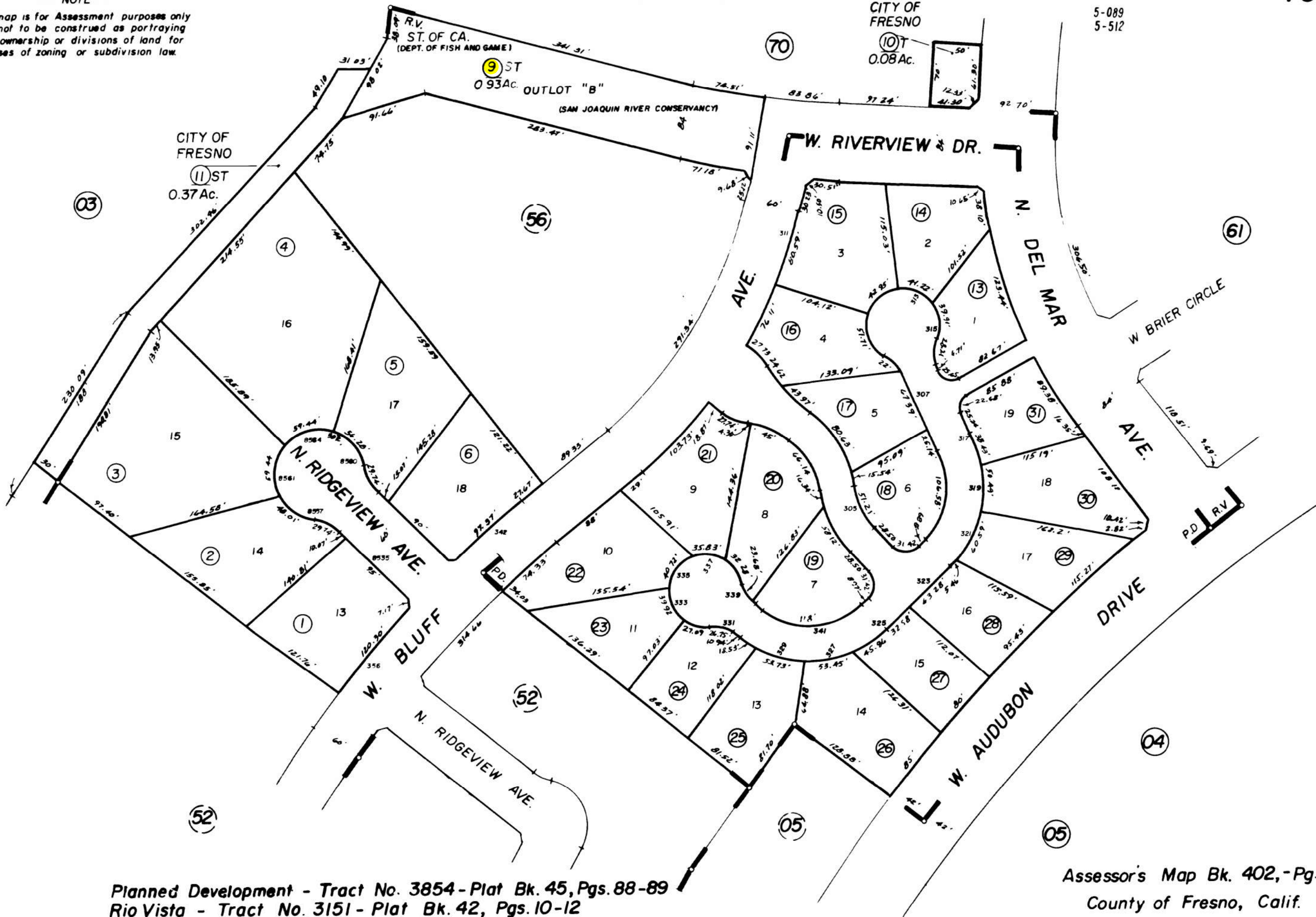
Tax Rate Area

402-53

5-089  
5-512

--- NOTE ---

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Planned Development - Tract No. 3854 - Plat Bk. 45, Pgs. 88-89  
Rio Vista - Tract No. 3151 - Plat Bk. 42, Pgs. 10-12

Assessor's Map Bk. 402, -Pg. 53  
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles



SUBDIVIDED LAND & POR. SEC. 20, 21 & 22, T.12S.,R.20E. M.D.B.&M.

Tax Rate Area

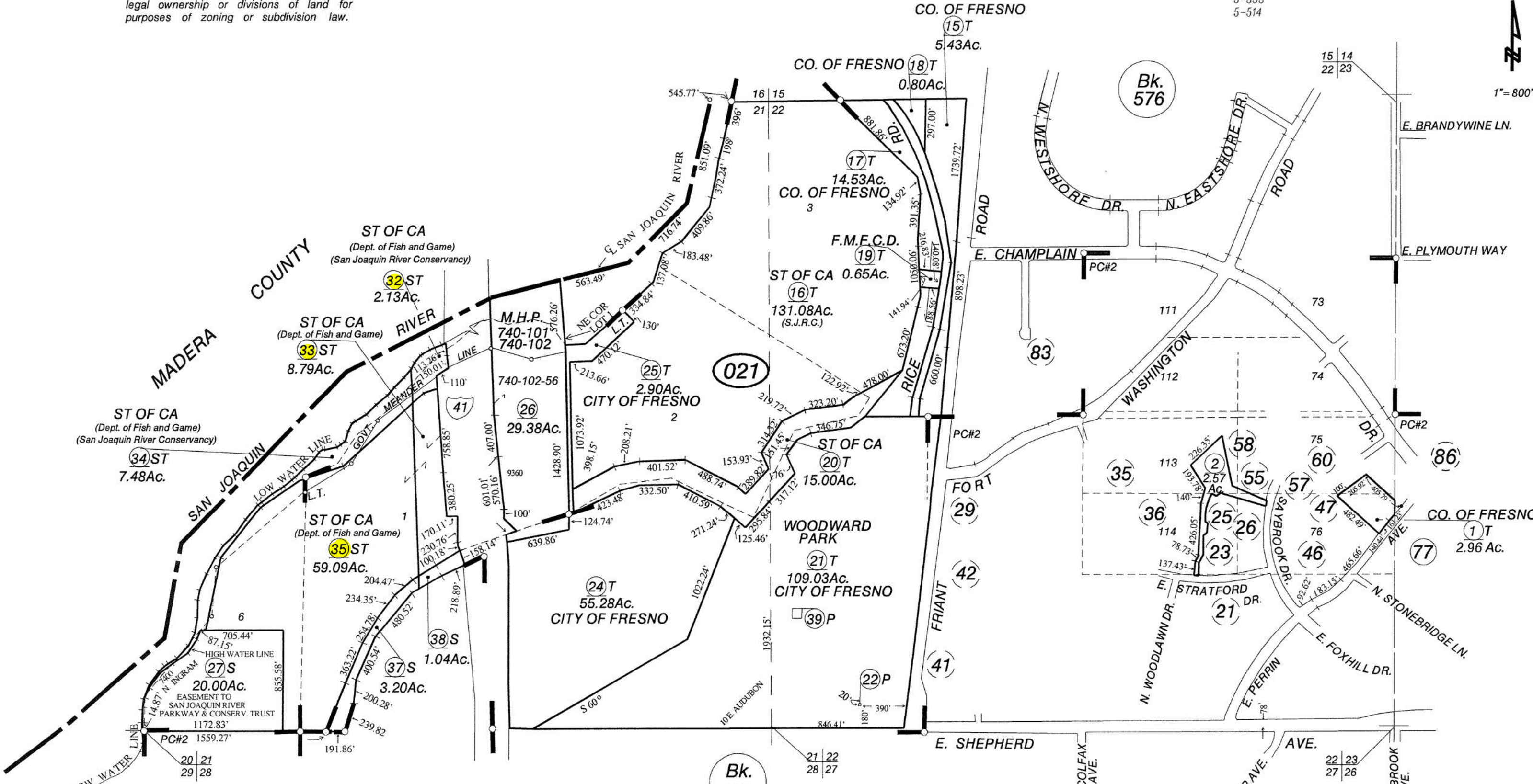
401-02

- 5-154
- 5-162
- 5-353
- 5-514

--- NOTE ---

This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

1" = 800'



Agricultural Preserve  
Lane Tract - Plat Bk. 2, Pg. 59  
Perrin Colony No. 2, (Amended) - Plat Bk. 4, Pg. 68

Assessor's Map Bk.401 - Pg. 02  
County of Fresno, Calif.