

AGENDA ITEM NO. <u>1A</u>
COUNCIL MEETING <u>6/6/13</u>
APPROVED BY _____
DEPARTMENT DIRECTOR _____
CITY MANAGER 

June 6, 2013

FROM: BRUCE A. RUDD, Interim PARCS Director
Parks, After School, Recreation and Community Services Department

BY: IRMA YEPEZ-PEREZ, Grant Writer 
KAREN NORRIS, Administrative Manager 
Parks, After School, Recreation and Community Services Department

SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH RIVER PARTNERS FOR HABITAT RESTORATION AT RIVERBOTTOM PARK AND NOTICE OF UNRECORDED GRANT AGREEMENT (District 2).

RECOMMENDATIONS

Staff recommends that the City Council,

1. Approve a Service Agreement with River Partners for the purpose of conducting habitat restoration, irrigation, and weed control at Riverbottom Park.
2. Authorize the interim PARCS Director, or his designee, to execute the Service Agreement on behalf of the City, and sign all documents associated with this project including the Notice of Unrecorded Grant Agreement and reimbursement requests as necessary.

EXECUTIVE SUMMARY

Riverbottom Park is a 35 acre undeveloped park located within the floodplain of the San Joaquin River and the Burlington Northern Santa Fe railroad bridge river crossing. River Partners has been awarded a grant from the Wildlife Conservation Board (WCB) to complete habitat restoration work on 147+ acres that would include the Riverbottom Park property and the Schneider property in Madera County owned by the San Joaquin River Conservancy. River Partners proposes to develop an ecologically-based habitat restoration plan, and install drip irrigation to help develop and restore the native riparian vegetation at Riverbottom Park. River Partners proposes to enter a Service Agreement with the PARCS Department to provide maintenance of the park site. The WCB grant requires that a Notice of Unrecorded Grant Agreement be filed with the County Clerk before the funds can be released.

The documents have been reviewed by the City Attorney and Risk Management Offices.

BACKGROUND

In 2001 the City of Fresno PARCS Department was awarded a grant from the Wildlife Conservation Board (WCB) for the development of a concept plan and construction of the Lewis S. Eaton Trail at Riverside Golf Course and Riverbottom Park. The City completed the environmental assessment and constructed the Lewis S. Eaton Trail improvements from Riverside Golf Course to Riverbottom Park in 2006 in partnership with the San Joaquin River Conservancy, the Fresno Metropolitan Flood Control District, and the San Joaquin River Parkway and Conservation Trust. The City could not obtain a trail easement across the Burlington Northern Santa Fe (BNSF) railroad, and the Riverbottom Park project was not completed. The park property remains as vacant undeveloped land within the floodplain of the San Joaquin River with no park amenities.

River Partners, a nonprofit public benefit corporation, applied for and was awarded a WCB grant in 2013 to complete habitat restoration work on 147+ acres that would include Riverbottom Park property, owned by the City, and the Schneider property in Madera County, owned by the San Joaquin River Conservancy.

Under the terms of the Service Agreement River Partners will:

- Develop an ecologically-based habitat restoration plan for Riverbottom Park.
- Conduct investigation of soils, depth of water table, existing plant communities, flood and fire regimes, and area wildlife.
- Install drip irrigation, remove invasive species, and plant native plants and vegetation to restore natural habitat.
- Compensate the PARCS Department at \$15,600 per year for three years, for a maximum of \$46,800 for maintenance work that would include irrigation operation, and weed control.

The WCB grant requires that a Notice of Unrecorded Grant Agreement (NUGA) be filed with the County before any grant funds can be disbursed. The grant term ends on December 2016 for habitat restoration, and December 21, 2022 for management practices.

An Environmental Review and CEQA clearance resulting in a Notice of Exemption was completed in 1999. River Partners will complete any additional CEQA work that may be required for this project.

FISCAL IMPACT

There is no impact to the General Fund as a result of approving this Service Agreement. River Partners will compensate the PARCS Department with up to \$46,800 for maintenance work during the term of the agreement.

Attachment: Service Agreement
Notice of Unrecorded Grant Agreement
Riverbottom Park Restoration Map

SERVICES AGREEMENT # 011-13003-20JR

This Services Agreement (hereinafter called "Agreement") by and between the City of Fresno by and through its Parks, After School, Recreation, and Community Services Department (PARCS) (hereinafter called "CONTRACTOR") and River Partners (hereinafter called "PARTNERS") is for CONTRACTOR to furnish certain subcontract services to PARTNERS effective as of _____, 2013.

1. NATURE AND EXTENT OF SERVICES

CONTRACTOR agrees to render PARTNERS the services as outlined and referenced in Exhibits A (Scope of Work), B (Completion Schedule), and C (Project Budget and Payment), which are attached hereto and made part hereof by reference to "Services". CONTRACTOR agrees to perform all services according to the Scope of Work and terms and conditions consistent in the Primary Agreement, (Exhibit D) between PARTNERS and the California Wildlife Conservation Board (WCB) entitled "San Joaquin River Conservancy Riverbottom and Schneider Property Habitat Restoration".

2. PAYMENT

CONTRACTOR will bill PARTNERS for the professional services performed hereunder on a time and materials basis utilizing the rates identified in the project rate schedules (Exhibit C) and in accordance with the "Project Budget" (Exhibit C) for personnel, equipment and materials utilized under the Agreement, and according to the limitations described in Exhibit A, Scope of Work. Per Exhibit C, payments to CONTRACTOR for services rendered under this agreement shall not exceed the total amount of \$46,800. If additional work is required, approval must be granted in writing which may include email prior to commencing work. Payment for additional work will be agreed in writing between PARTNERS and CONTRACTOR.

CONTRACTOR may submit reimbursement requests on a monthly basis for all work completed to date or upon completion of all work identified in this Agreement. Each request shall indicate this Agreement number, describe the work accomplished, and provide a detailed listing of expenses including hours worked. CONTRACTOR may be required to provide supporting documentation such as payroll detail, receipts for equipment, travel or general ledger information. Disbursement of payment shall be made within 60 days of PARTNERS's receipt of payment from WCB.

PARTNERS may withhold, from the requested payment amount to CONTRACTOR, an amount equal to the percentage of payment retention from the WCB to PARTNERS. Disbursements shall be made on the basis of costs incurred to date, less the applicable retention percentage applied to the total reimbursement request. Disbursement of the retention shall be made within 60 days of PARTNERS's receipt of retention payment from WCB.

3. TAXES

CONTRACTOR assumes full and exclusive responsibility for the payment of all compensation and expenses of CONTRACTOR or any sub-consultant's employees and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings, measured by the wages, salaries, or other remuneration paid CONTRACTOR or any sub-consultant's employees; and CONTRACTOR further agrees to comply with all rules and regulations applicable thereto.

4. AUTHORIZATION, AMENDMENT AND COMPLETION

CONTRACTOR agrees to commence performance of the Services promptly upon written authorization from PARTNERS to proceed. During the life of the Project, the CONTRACTOR is required to inform PARTNERS of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the Project by the end of the Period of Performance, or in submitting reports by their due dates. If the CONTRACTOR determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Agreement, the CONTRACTOR must seek approval from PARTNERS. Amendment requests should be initiated by the CONTRACTOR upon determination of a deviation from the Primary Agreement. However, PARTNERS may initiate the amendment if PARTNERS determines an amendment is necessary. CONTRACTOR shall complete the Services within the Completion Schedule, Exhibit B, provided they are not prevented from doing so by circumstances beyond their reasonable control and without their fault or negligence.

5. INDEMNIFICATION

With the exception that this section shall in no event be construed to require indemnification to a greater extent than allowed by applicable public policy, CONTRACTOR shall defend, indemnify and hold harmless PARTNERS, WCB and their respective officers, agents and employees, of and from all claims, demands, causes of actions, costs, reasonable attorney fees, losses and liability to the extent caused by CONTRACTOR's negligent performance under this agreement ("Claims") including, but not limited to:

- a. Personal injury to or death of any person or damage to real or personal property, including loss of use, caused or alleged to be caused in whole or in part by any act or omission of CONTRACTOR or its employees, agents, subcontractors or suppliers regardless of whether a party being indemnified actively or passively contributed to such injury or damage.
- b. Penalties imposed by law on account of violation of any law, regulation, or standard caused by the act or omission of CONTRACTOR or its employees, agents, subcontractors or suppliers including, but not limited to, those laws, regulations and standards relating to the protection of the environment and the occupational health and safety of workers regardless of whether or not the equipment of PARTNERS or others is being used.
- c. Infringement of any patent rights which may be brought against PARTNERS or WCB as a result of CONTRACTOR's work.
- d. Violation of any term of this agreement.

The foregoing agreements extend to Claims arising at any time after this agreement as well as those arising during its term. CONTRACTOR shall defend all Claims at CONTRACTOR's expense and pay all judgments and decrees that may arise therefrom and reimburse WCB, Grantor and their respective officers, agents and employees for all costs and legal expenses that may arise from any Claim. CONTRACTOR shall not be obligated to provide any indemnity for any Claim arising from the sole negligence or willful misconduct of the party seeking such indemnity or for defects in design furnished by such person.

At CONTRACTOR's own risk and expense, CONTRACTOR shall defend all Claims that may be brought including, but not limited to, Claims brought by governmental agencies and CONTRACTOR's employees against WCB, PARTNERS or their agents and employees.

6. PROFESSIONAL CAPACITY; LEGAL COMPLIANCE

It is understood that the Services CONTRACTOR will perform hereunder will be in its professional capacity as an independent entity; and that at no time shall CONTRACTOR be deemed an employee or agent of PARTNERS, nor shall it have the authority to obligate PARTNERS in any manner. CONTRACTOR warrants that it has or will obtain and maintain at its sole expense all licenses and permits necessary for it to perform the services required by this Agreement. CONTRACTOR shall comply with all applicable laws and regulations and coordinate and co-operate with PARTNERS and other subcontractors.

7. INSURANCE

CONTRACTOR shall, at its expense, obtain and maintain insurance on all of its operations, in companies acceptable to PARTNERS, as follows:

- a. Workers Compensation Insurance as required by any applicable law or regulation or the Prime Grant. Employer's Liability Insurance shall be provided in an amount not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease in any State of operation. If there is exposure of injury to CONTRACTOR's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws or regulations applicable to maritime employees, coverage shall be included for such injuries or claims.
- b. Comprehensive General Liability or Commercial General Liability Insurance covering all operations by or on behalf of CONTRACTOR providing insurance for bodily injury liability and property damage liability for the limits of liability set forth below and including coverage for: premises and operations, products and completed operations, contractual liability insuring the obligations assumed by CONTRACTOR in this agreement, broad form property damage including completed operations, explosion, collapse and underground hazards and personal injury liability. "Modified Occurrence" and "Claims Made" policies are not acceptable.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit, where applicable, shall apply separately to the CONTRACTOR's work under this Agreement.

If CONTRACTOR carries a Comprehensive General Liability policy the limits of liability shall be not less than a combined single limit for bodily injury, property damage and personal injury liability of each occurrence of \$1,000,000 each occurrence, \$1,000,000 aggregate.

If CONTRACTOR carries a Commercial General Liability (Occurrence Form) policy, the limits of liability shall not be less than \$1,000,000 each occurrence (combined single limit for bodily injury and property damage), \$1,000,000 for personal injury liability, \$1,000,000 aggregate for products-completed operations and \$2,000,000 general aggregate. If the policy does not have an endorsement providing that the general aggregate limit applies separately to this project or if defense costs are included in the general aggregate limit, then the required general aggregate limit is \$3,000,000.

- c. Comprehensive Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles with limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. If CONTRACTOR's general liability insurance coverage is provided by the Commercial General Liability (Occurrence Form) policy,

CONTRACTOR's Automobile Liability Insurance policy shall include coverage for Automobile Contractual Liability.

In the event the CONTRACTOR is self-insured, CONTRACTOR will consider adding WCB and PARTNERS as additional insureds. .

If higher limits or additional coverage are required by PARTNERS, CONTRACTOR shall comply with such requirements upon approval by the City Council

The required insurance is subject to the approval of PARTNERS, but any acceptance of insurance certificates by PARTNERS shall in no way limit or relieve CONTRACTOR of its duties and responsibilities under this agreement. If CONTRACTOR fails to provide satisfactory evidence of insurance, PARTNERS may, at its option, obtain insurance coverage to protect WCB and PARTNERS and charge the cost to CONTRACTOR, or terminate this agreement.

8. CONFLICT OF INTEREST

- A. CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflict of interest, including, but not limited to, Government Code section 1090, Government Code section 81000 et seq. (Political Reform Act), and Public Contract Code sections 10410 and 10411.
- B. CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- C. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the actual appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy disability leave. CONTRACTOR and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTOR and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations (Cal. Code Regs., tit. 2, § 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all subcontracts entered into to perform work under this Agreement.

10. DRUG-FREE WORKPLACE CERTIFICATION

By signing this agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of California that they will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish as Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - 1. Will receive a copy of the company's drug-free policy statement; and
 - 2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

11. UNION ORGANIZING

CONTRACTOR, by signing this Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Agreement. Furthermore, CONTRACTOR, by signing this Agreement, hereby certifies that no state funds disbursed under Exhibit D to PARTNERS to pay CONTRACTOR will be used to assist, promote or deter union organizing.

12. DISPUTE RESOLUTION

All claims and disputes arising under this agreement shall be decided by the claims procedure including arbitration specified in Exhibit D. If there is no agreement to arbitrate in Exhibit D, no claims or disputes shall be arbitrated unless the parties so agree in writing. If Exhibit D does provide for arbitration of a particular dispute or claim, the claims and disputes of WCB, PARTNERS, CONTRACTOR involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding. In the event of a claim or dispute between PARTNERS and WCB relating to this agreement or CONTRACTOR's performance, it shall be the responsibility of CONTRACTOR to prepare and present the PARTNERS's case to the extent that the proceedings are related to this agreement. CONTRACTOR shall be bound by the results of such proceedings to the same degree as PARTNERS.

13. APPLICABLE LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. In addition, CONTRACTOR agrees to comply with each and every rule and regulation of all governmental agencies, whether federal, state, or local, as may be applicable to the performance of the services.

14. INTEGRATION

This Agreement constitutes the entire understanding between PARTNERS and CONTRACTOR concerning the performance of the services, and no prior oral or written agreements or understandings shall have any force and effect with respect to the performance of services. This Agreement may not be modified except in writing signed by both parties.

15. SEVERABILITY

If any part of this Agreement is unenforceable or held to be unenforceable or invalid for any reason, all other enforceable and valid terms and conditions remain in effect.

16. TERMINATION

Failure by the CONTRACTOR to comply with any material term of this grant agreement shall be deemed to be a default in this grant agreement and constitute cause for PARTNERS to terminate this services agreement by written notice to the CONTRACTOR and to pursue any legal remedy to which PARTNERS may be entitled.

The CONTRACTOR may terminate this services agreement by written notice to PARTNERS. In the event of termination of this services agreement prior to Project completion, the CONTRACTOR shall immediately (unless otherwise directed by PARTNERS in its notice if PARTNERS initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with PARTNERS, including but not limited to the following:

- a. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in PARTNERS's notice).
- b. Place no further work orders or enter into any further subawards or subcontracts for materials, services or facilities, except as necessary to complete work as specified in PARTNERS's notice.
- c. Terminate all pending Project work orders, subawards, and subcontracts for work that has not yet commenced.
- d. With the prior written consent of PARTNERS, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and subcontracts.
- e. Deliver or make available to PARTNERS all data, drawings, specifications, reports, estimates, summaries, and other information and material as may have been accumulated by the CONTRACTOR under this grant agreement, whether completed or in progress.
- f. Return to PARTNERS any unobligated portion of the Award.

17. NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

PARTNERS

Mail: River Partners
Attn: Julie Rentner
912 11th Street, Suite LL2
Modesto, CA 95354

CONTRACTOR

Mail: City of Fresno PARCS Department
Attn: Bruce Rudd, PARCS Director
848 M Street, Third Floor
Fresno, CA 93721-2760

18. SUBCONTRACTS

The CONTRACTOR shall not enter into subcontracts for any services work contemplated under this Agreement without the prior written consent of PARTNERS. Any subcontract in excess of \$10,000 entered into as a result of the Primary Agreement shall contain all applicable provisions stipulated in the Primary Agreement.

19. ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

Exhibit A: Scope of Work
Exhibit B: Completion Schedule
Exhibit C: Project Budget and Rate Schedules
Exhibit D: Primary Agreement Riverbottom and Schneider Property Habitat Restoration

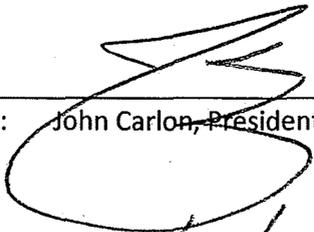
Through this Agreement, PARTNERS passes the terms and conditions in the Primary Agreement, Exhibit D, through to CONTRACTOR, including but not limited to, "Standard Terms and Conditions", and "Special Terms and Conditions", unless the term is unique to PARTNERS.

20. SIGNATURES

In witness whereof, the parties hereby have caused this Agreement to be executed on the date listed below.

River Partners

City of Fresno

By: 

By: John Carlon, President
Date: 3/13/13

By: _____
By: Bruce Rudd, Interim Director
Parks, After School Recreation, and Community
Services (PARCS) Department
Date: _____

Exhibit A: Scope of Work

City PARCS maintenance staff will provide the following services on an as needed basis to assist in the execution of the Riverbottom Park Habitat Restoration Project:

Task 1. Irrigation Operation

Under supervision of River Partners Field Manager, City PARCS maintenance staff will operate the drip irrigation system during the growing season. Operation of the drip irrigation system includes delivering, setting up and operating the main pump as needed, monitoring the drip irrigation system and performing minor repairs as needed, and removing the pump from the site when irrigation is complete. Storage of the pump will be the responsibility of PARCS. The drip irrigation system will be installed by River Partners. The anticipated duration of this task is March – November during the years 2014, 2015, and 2016, but timing may be altered based upon climate and plant needs.

Task 2. Weed Control

Under supervision of River Partners Field Manager, City maintenance staff will mow, disc, or spray herbicides at the site during the growing season as needed. Weed control activities will be performed under the guidance of a Pest Control Advisor in agreement with all State and County regulations.

Task 3. Project Management

PARCS will invoice River Partners on a bimonthly basis for work performed. Invoices will include a brief description of work performed during the reporting period. PARCS will report significant developments to River Partners. PARCS will participate in community outreach events as possible.

Exhibit B: Completion Schedule

This Agreement will commence on execution and be completed no later than 48 months from commencement date, in accordance with Table 1 below.

Table 1. Task Schedule – Riverbottom Park Habitat Restoration Project

	Year 1			Year 2			Year 3				
Task/Subtask	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall
1. Irrigation Operation											
2. Weed Control											
3. Project Management											

Exhibit C: Project Budget and Payment

Costs shall not exceed the total payment amount of **\$46,800** unless written approval is received from PARTNERS, after WCB coordination and approval. PARTNERS may allow funds to be transferred between tasks as needed and in accordance with the Primary Agreement. PARTNERS may withhold, from the invoiced payment amount to Contractor, an amount equal to ten percent (10%) of that payment. Such ten percent retention shall be disbursed upon satisfactory completion of services and upon receiving payment from WCB.

CONTRACTOR will bill PARTNERS for the professional services performed hereunder on a time and materials basis utilizing the rates identified in the project rate schedule and the schedule for direct expenses below.

City PARCS Laborer	\$15/hour
City Principal Account Clerk	\$21/hour
City vehicle	\$0.56/mile

Table 2 represents estimated values by task number for project management purposes. Request for payments will be evaluated and correlated against these projections with consideration of reported percentage of work completed.

Table 2. Estimated Project Cost by Task per year

	Year 1	Year 2	Year 3
Task 1. Irrigation Operation	\$ 10,880	\$ 10,880	\$ 10,880
Task 2. Weed Control	\$ 3,220	\$ 3,220	\$ 3,220
Task 3. Project Management	\$ 1,500	\$ 1,500	\$ 1,500
Total NOT TO EXCEED	\$ 15,600	\$ 15,600	\$ 15,600

This page intentionally left blank.

Exhibit D: Primary Agreement

Recording requested by,
and when recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Game
Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, California 95811

Space above this line for Recorder's Use

Project: San Joaquin River Parkway, Riverbottom Park and Schneider Property Habitat Restoration
County: Fresno Project ID:2012151

NOTICE OF UNRECORDED GRANT AGREEMENT

A Grant Agreement titled for reference purposes as *San Joaquin River Parkway, Riverbottom Park and Schneider Property Habitat Restoration* (Agreement No. WC-1230), was entered into by and between the State of California, by and through the Wildlife Conservation Board (Board), River Partners (Grantee) and City of Fresno (Landowner). As this recording is on the behalf of the State, please note the recording of these documents is not subject to payment of fees pursuant to Section 27383 of the Government Code.

The Board, Grantee and Landowner entered into said Grant Agreement (No. WC-1230), pursuant to which the Board granted funds to Grantee to perform certain activities on the certain real property in Fresno County owned by the Landowner, to Restore Riparian Habitat. The Grant Agreement term runs from November 29, 2012, through December 31, 2016, for capital improvements and restoration activities and from December 31, 2016, through December 31, 2022, for management practices. The terms, conditions and restrictions of the Grant Agreement are binding upon and inure to the benefit of the Landowner, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running for the project life span of the project on the subject lands as described in Exhibit "A" attached hereto and incorporated herein by this reference. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811.

SIGNATURE OF STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

John P. Donnelly, Executive Director

DATE _____

SIGNATURE OF GRANTEE, RIVER PARTNERS

John Carlon, President

DATE 3/13/13

SIGNATURE OF LANDOWNER, CITY OF FRESNO

Bruce Rudd, Assistant City Manager

DATE _____

EXHIBIT "A"
LEGAL DESCRIPTION FOR GIFT PARCEL
6-25-97

That portion of the North half of Section 33, Township 12 South, Range 19 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, described as follows:

BEGINNING at the Northeast corner of said Section 33; thence South 01°36'45" East, along the East line of the North half of said Section 33, a distance of 49.82 feet; thence North 82°13'51" West, a distance of 121.57 feet; thence South 86°51'14" West, a distance of 201.51 feet; thence South 72°34'13" West, a distance of 57.24 feet; thence South 54°53'35" West, a distance of 65.01 feet; thence South 77°51'18" West, a distance of 4.78 feet; thence South 83°16'00" West, a distance of 6.29 feet; thence North 57°51'12" West, a distance of 62.46 feet; thence North 75°16'24" West, a distance of 49.20 feet; thence South 79°11'25" West, a distance of 53.86 feet; thence South 77°38'56" West, a distance of 56.87 feet; thence South 74°44'07" West, a distance of 98.51 feet; thence South 78°19'44" West, a distance of 101.65 feet; thence South 71°16'04" West, a distance of 71.84 feet; thence South 80°17'54" West, a distance of 74.51 feet; thence South 72°22'22" West, a distance of 77.33 feet; thence South 35°12'16" West, a distance of 39.82 feet; thence South 64°56'58" West, a distance of 16.68 feet; thence South 84°03'55" West, a distance of 71.30 feet; thence South 60°19'24" West, a distance of 31.04 feet; thence South 86°27'22" West, a distance of 29.87 feet; thence South 60°34'25" West, a distance of 37.35 feet; thence South 34°44'13" West, a distance of 110.01 feet; thence South 78°42'49" West, a distance of 96.30 feet; thence South 34°19'31" West, a distance of 34.58 feet; thence South 31°14'08" West, a distance of 102.98 feet; thence South 48°19'41" East, a distance of 10.17 feet; thence South 52°06'29" West, a distance of 25.60 feet; thence South 66°39'54" West, a distance of 77.41 feet; thence South 69°19'44" West, a distance of 129.00 feet; thence South 74°33'02" West, a distance of 51.13 feet; thence South 75°41'24" West, a distance of 60.02 feet; thence South 76°44'25" West, a distance of 84.28 feet; thence South 71°01'49" West, a distance of 86.84 feet; thence South 69°27'56" West, a distance of 45.29 feet; thence North 80°11'57" West, a distance of 81.26 feet; thence South 76°41'18" West, a distance of 85.89 feet; thence South 79°08'19" West, a distance of 52.04 feet; thence South 86°15'04" West, a distance of 38.24 feet; thence North 05°59'57" West, a distance of 586.97 feet; thence North 87°52'42" West, a distance of 336.53 feet; thence South 69°17'40" West, a distance of 204.80 feet; thence South 83°54'47" West, a distance of 178.16 feet; thence South 61°33'27" West, a distance of 278.35 feet; thence South 57°20'09" West, a distance of 137.05 feet; thence South 48°06'31" West, a distance of 279.74 feet to the Northeasterly right-of-way line of the Atchison, Topeka and Santa Fe Railway; thence North 50°59'09" West, along said right-of-way, a distance of 169.27 feet, more or less, to a point on the centerline of the San Joaquin River; thence along the centerline of the San Joaquin River, the following approximate courses:
North 33°40'56" East, a distance of 367.42 feet; thence North 67°12'56" East, a distance of 573.00 feet; thence North 87°09'56" East, a distance of 985.00 feet; thence North 69°40'56" East, a distance of 992.00 feet; thence South 41°42'04" East, a distance of 220.00 feet; thence South 80°44'04" East, a distance of 939.94 feet; thence South 01°34'56" East, leaving said centerline, a distance of 123.39 feet to the POINT OF BEGINNING.

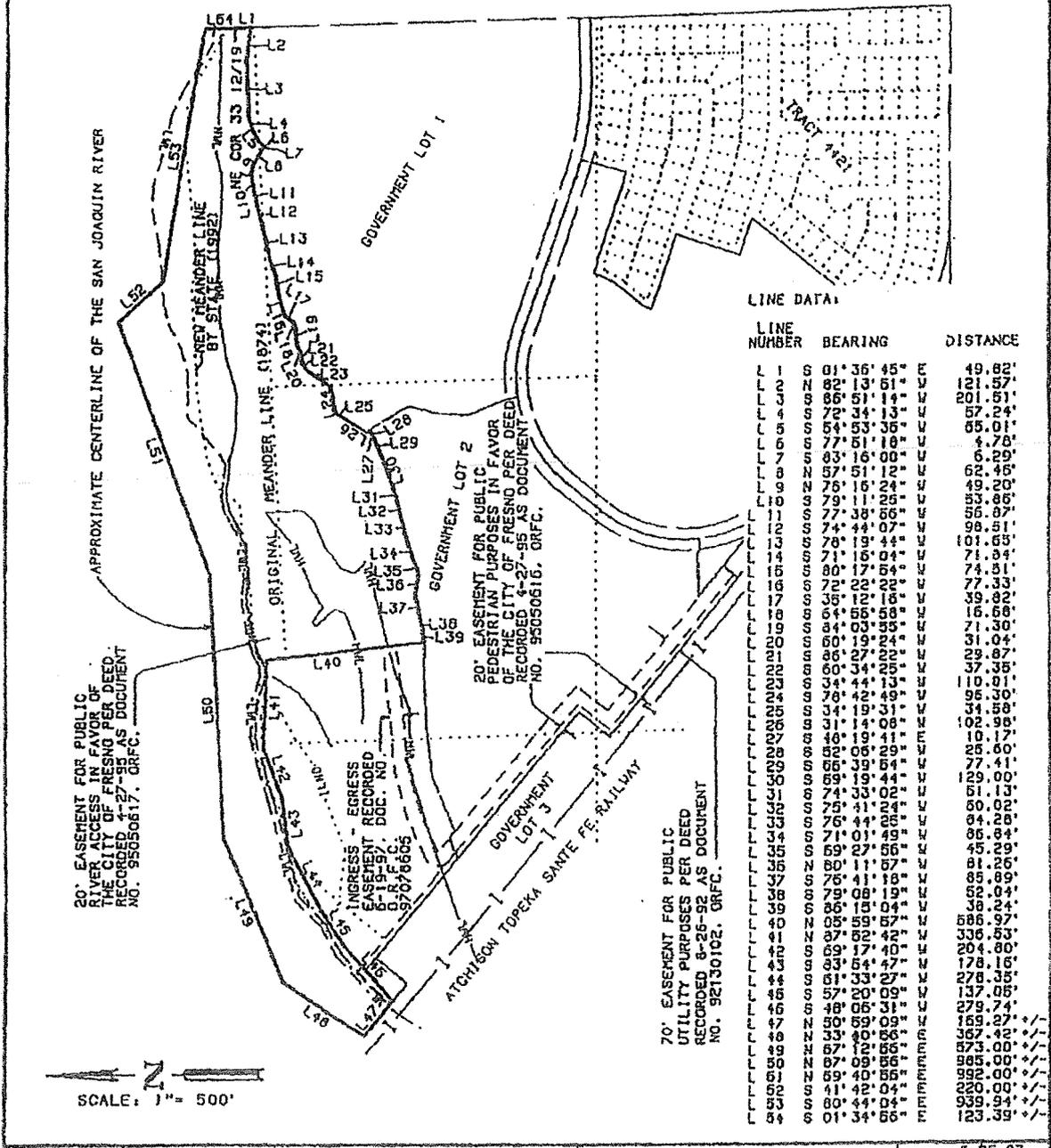
Containing 35.76 acres, more or less.

RESERVING THEREFROM AN EASEMENT for the purpose of grading and

2

EXHIBIT "A"

AREA TO BE DEEDED TO PUBLIC AGENCY, 35.76 ACRES



LINE DATA:

LINE NUMBER	BEARING	DISTANCE
L 1	S 01° 36' 45" E	49.82'
L 2	S 82° 13' 51" E	121.57'
L 3	S 86° 51' 14" E	201.51'
L 4	S 72° 44' 13" E	57.24'
L 5	S 54° 53' 35" E	65.01'
L 6	S 77° 51' 18" E	4.78'
L 7	S 83° 16' 00" E	6.29'
L 8	S 87° 51' 12" E	62.45'
L 9	S 75° 15' 24" E	49.20'
L 10	S 79° 11' 24" E	53.86'
L 11	S 74° 48' 07" E	55.97'
L 12	S 78° 13' 44" E	98.51'
L 13	S 71° 15' 04" E	101.65'
L 14	S 80° 17' 54" E	71.94'
L 15	S 72° 23' 23" E	74.51'
L 16	S 66° 38' 12" E	77.33'
L 17	S 64° 56' 58" E	39.82'
L 18	S 84° 03' 55" E	16.68'
L 19	S 60° 19' 24" E	71.30'
L 20	S 85° 27' 23" E	31.04'
L 21	S 60° 54' 25" E	29.87'
L 22	S 34° 44' 13" E	37.35'
L 23	S 78° 42' 49" E	110.81'
L 24	S 34° 15' 31" E	95.30'
L 25	S 31° 14' 08" E	34.58'
L 26	S 40° 19' 41" E	102.98'
L 27	S 82° 08' 29" E	10.17'
L 28	S 66° 39' 54" E	25.60'
L 29	S 69° 19' 44" E	77.41'
L 30	S 74° 33' 02" E	129.00'
L 31	S 75° 41' 29" E	51.13'
L 32	S 76° 44' 28" E	60.02'
L 33	S 71° 01' 49" E	84.28'
L 34	S 69° 27' 56" E	65.84'
L 35	S 80° 11' 57" E	45.29'
L 36	S 78° 41' 18" E	81.26'
L 37	S 79° 08' 13" E	85.89'
L 38	S 86° 15' 04" E	52.04'
L 39	S 40° 05' 59" E	38.24'
L 40	S 87° 52' 42" E	586.97'
L 41	S 69° 17' 40" E	336.53'
L 42	S 83° 54' 47" E	204.80'
L 43	S 61° 33' 27" E	178.16'
L 44	S 57° 20' 09" E	278.35'
L 45	S 48° 05' 31" E	137.05'
L 46	S 50° 59' 09" E	279.74'
L 47	S 33° 40' 56" E	169.27'
L 48	S 67° 12' 55" E	367.42'
L 49	S 87° 09' 55" E	573.00'
L 50	S 59° 40' 55" E	985.00'
L 51	S 41° 42' 04" E	392.00'
L 52	S 80° 44' 04" E	220.00'
L 53	S 01° 34' 55" E	939.94'
L 54		123.39'

SCALE: 1" = 500'

PORTION OF THE NORTH HALF OF SECTION 33, 12/19, TO BE DEEDED TO A PUBLIC AGENCY

HANNA & HANNA, INC.
ENGINEERS, SURVEYORS & PLANNERS
1707 N. FRESNO STREET
FRESNO, CALIFORNIA 93703
(209) 445-1061

DATE 5-25-97
SCALE 1" = 500'
DR. BY CJD
DRAWING NO.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

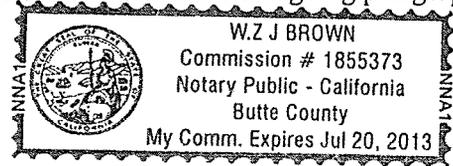
County of BUTTE

On 5/13/13 before me, WZT BROWN, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared JOHN CARLON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

Riverbottom Park Habitat Restoration Map

