

1 MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND
2 SIERRA RESOURCE CONSERVATION DISTRICT
3 REGARDING THE COUNTY OF FRESNO'S
4 PUBLIC PARK SPACES

5 This Memorandum of Understanding ("MOU") is made and entered into by and
6 between the County of Fresno, a political subdivision of the State of California ("County"),
7 and the Sierra Resource Conservation District, a Special District of the State of California
8 ("District"), each a "Party" and jointly referred to as "the Parties".

9
10 **Recitals**

11 **WHEREAS**, the County has resource constraints for enhancing and maintaining
12 its public park spaces; and

13 **WHEREAS**, the District has a focus on natural resources and conservation
14 activities operating within its boundaries inside of Fresno County, California; and

15 **WHEREAS**, the County has responsibilities for maintenance, safety, land
16 management planning and operations to meet standards for public safety and access to
17 its public park spaces; and

18 **WHEREAS**, the Parties have shared interests and objectives related to the
19 conservation of natural resources, land management, and public access to public park
20 spaces; and

21 **WHEREAS**, the District has been seeking suitable public spaces to invest State
22 and Federal conservation funding to achieve the greatest public benefit. The purpose of
23 the District is to conserve land, air, and water resources, and its' mission is to take
24 resources, whatever their sources, and coordinate them at the local level to meet the
25 present and future needs of the local land user; and

26 **WHEREAS**, the Parties desire to move forward with opportunities to work together
27 in collaboration for development, protection and enhancement of County public park
28 spaces.

1 The Parties therefore agree as follows:

2 **Article 1**

3 **County's Responsibilities**

4 1.1 The County shall:

- 5 A. Consult the District in matters that would affect areas of shared interest
6 within the County's public park spaces, their habitats, flora, fauna and/or
7 the surrounding area including, but not limited to, permitting and
8 commercial development.
- 9 B. Maintain law enforcement services to the County's public park spaces.

10
11 **Article 2**

12 **District Responsibilities**

13 2.2 The District shall:

- 14 A. Make the County's public park spaces safe, pleasant, beneficial, educational,
15 and accessible places for the public when resources are available.
- 16 B. Promote land, air, and water conservation practices, including but not limited
17 to habitat restoration by enhancing existing habitat, restoring and establishing
18 native vegetation, removing invasive species, and develop and implement a
19 park management plan.
- 20 C. Consult County and other stakeholders in the matters of habitat restoration
21 projects and other projects benefiting the public park spaces and the public.
- 22 D. Allow existing and future MOUs and agreements with other organizations,
23 contractors, vendors, stakeholders, etc., to continue to operate within the
24 public park spaces.
- 25 E. Maintain contact and consult with the County Department of Public Works and
26 Planning, Resources Manager or his/her designee, on a regular basis.
- 27 F. Serve in the role of coordinating resources and developing opportunities that
28 meet shared objectives for the District and the County.

1 G. At its own cost, comply with all applicable federal, state, and local laws and
2 regulations in the performance of its obligations under this MOU, including but
3 not limited to workers compensation, labor, and confidentiality laws and
4 regulations.

6 **Article 3**

7 **Mutual Responsibilities**

8 3.1 The Parties agree to collaborate on the development of funding
9 opportunities with shared objectives in good faith and with mutual
10 cooperation.

11 3.2 The Parties do not yet have specific terms for a project, but acknowledge
12 that the County, in addition to its ownership of the public park spaces, also
13 holds the authority for determining any work or planning efforts of the District
14 on or relating to County public park spaces.

15 3.3 The Parties agree to enter into negotiations in good faith to determine the
16 specific terms related to any project, including defining contributions related
17 to roles and responsibilities. This includes but is not limited to funding and
18 financing activities, necessary permits or approvals, construction,
19 operations, maintenance, and monitoring.

21 **Article 4**

22 **Term of Agreement**

23 4.1 This MOU is retroactively effective on September 9, 2025. The MOU shall
24 remain in effect until terminated by either Party pursuant to Article 6.1.

26 **Article 5**

27 **Notices**

28 5.1 **Contact Information.** The persons and their addresses having authority to

give and receive notices provided for or permitted under this MOU include the following:

For the County:

Steven E. White, Director
2220 Tulare St, 6th Floor
Fresno, CA 93721

For the District:

Kelly Kucharski, District Manager
PO Box 693
Auberry, CA 93602

5.2 Change of Contact Information. Either Party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 Method of Delivery. Each notice between the County and District provided for or permitted under this MOU must be in writing, state that it is a notice provided under this MOU, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

A. A notice delivered by personal service is effective upon service to the recipient.

B. A notice delivered by first-class United States mail is effective five (5) calendar days after deposit in the United States mail, postage prepaid, addressed to the recipient.

C. A notice delivered by an overnight commercial courier service is effective two (2) calendar days after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

D. A notice delivered by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such

transmission is completed outside of the recipient's business hours, then such delivery is deemed to be effective at the beginning of the recipient's next business day), provided that the sender maintains a machine record of the completed transmission.

Article 6

Termination

6.1 **Termination.** Either Party may terminate this MOU at any time by giving the other Party sixty (60) days written notice of such termination.

6.2 **Rights or Obligations.** Termination shall have no effect upon the rights or obligations of the Parties arising out of any activities occurring prior to the effective date of such termination.

Article 7

Independent Contractor

7.1 **Status.** In performing under this MOU, the District, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Benefits.** Because of its status as an independent contractor, the District has no right to employment rights or benefits available to the County's employees. The District is solely responsible for providing to its own employees all employee benefits required by law. The District shall save the County harmless from all matters relating to the payment of the District's employees, including compliance with Social Security withholding and all related regulations.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The District shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the District, or any third party that arise from or relate to the performance of failure to perform by the District (or any of its officers, agents, subcontractors, or employees) under this MOU. The County may conduct or participate in its own defense without affecting the District's obligation to indemnify and hold harmless or defend the County.

8.2 Survival. This Article 8 survives the termination of this MOU.

Article 9

Insurance

9.1 The District shall comply with all the insurance requirements included in Exhibit A attached to this MOU and hereby incorporated by reference.

Article 10

Inspections, and Public Records

10.1 **Inspection of Documents.** The District shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the District's records and data with respect to the matters covered by this MOU, excluding attorney-client privileged communications. The District shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the District's compliance with the terms of this MOU.

10.2 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this MOU or any record or data that the District may provide to the County. The County's public disclosure of this MOU or any

record or data that the District may provide to the County may include but is not limited to the following:

- A. The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this MOU to the public or such governmental agency.
- B. The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public such governmental agency any record or data that the District may provide to the County, unless such disclosure is prohibited by court order.
- C. This MOU, and any record or data that the District may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
- D. This MOU, and any record or data that the District may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, Part 2, Chapter 3, beginning with section 7922.000) ("CPRA").
- E. This MOU, and any record or data that the District may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, Section 3, subdivision (b).
- F. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the District may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.3 Public Records Act Requests. If the County receives a written or oral

request under the CPRA to publicly disclose any record that is in the District's possession or control, and which the County has a right, under any provision of this MOU or applicable law, to possess or control, then the County may demand, in writing, that the District deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the District. Within five (5) business days after the County's demand, the District shall (a) deliver to the County all of the requested records that are in the District's possession or control, together with a written statement that the District, after conducting a diligent search, has produced all requested records that are in the District's possession or control, or (b) provide to the County a written statement that the District, after conducting a diligent search, does not possess or control any of the requested records. The District shall cooperate with the County with respect to any County demand for such records. If the District wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The District's assertion of any exemption from disclosure is not binding on the County, but the County will give at least ten (10) days' advance written notice to the District before disclosing any record subject to the District's assertion of exemption from disclosure. The District shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the District's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demands for any such costs.

Article 11

1 **General Terms**

2 11.1 **Modification.** Except as provided in Article 6, "Termination," this MOU may
3 not be modified, and no waiver is effective, except as by written agreement
4 signed by both Parties. The District acknowledges that County employees
5 have no authority to modify this MOU except as expressly provided in this
6 MOU.

7 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its
8 obligations under this MOU without the prior written consent of the other
9 Party.

10 11.3 **Governing Law.** The laws of the State of California govern all matters
11 arising from or related to this MOU.

12 11.4 **Jurisdiction and Venue.** This MOU is signed and performed in Fresno
13 County, California. The District consents to California jurisdiction arising
14 from or related to this MOU, and, subject to the Government Claims Act, all
15 such actions must be brought and maintained in Fresno County.

16 11.5 **Construction.** The final form of this MOU is the result of the Parties'
17 combined efforts. If anything in this MOU is found by a court of competent
18 jurisdiction to be ambiguous, that ambiguity shall not be resolved by
19 construing the terms of this MOU against either Party.

20 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

21 11.7 **Headings.** The headings and section titles in this MOU are for convenience
22 and are not part of this MOU.

23 11.8 **Severability.** If anything in this MOU is found by a court of competent
24 jurisdiction to be unlawful or otherwise unenforceable, the balance of this
25 MOU remains in effect, and the Parties shall make best efforts to replace
26 the unlawful or unenforceable part of this MOU with lawful and enforceable
27 terms intended to accomplish the Parties' original intent.
28

1 11.9 **Nondiscrimination.** During the performance of this MOU, the District shall
2 not unlawfully discriminate against any employee or applicant for
3 employment, or recipient of services, because of race, religious creed, color,
4 national origin, ancestry, physical disability, mental disability, medical
5 condition, genetic information, marital status, sex, gender, gender identify,
6 gender expression, age, sexual orientation, military status or veteran status
7 pursuant to all applicable State of California and federal statutes and
8 regulation.

9 11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or
10 obligation of the District under this MOU on any one or more occasions is
11 not a waiver of performance of any continuing or other obligation of the
12 District and does not prohibit enforcement by the County of any obligation
13 on any other occasion.

14 11.11 **Entire Agreement.** This MOU, including its exhibits, is the entire agreement
15 between the District and the County with respect to the subject matter of
16 this MOU, and it supersedes all previous negotiations, proposals,
17 commitments, writings, advertisements, publications, and understandings
18 of any nature unless those things are expressly included in this MOU.

19 11.12 **No Third-Party Beneficiaries.** This MOU does not and is not intended to
20 create any rights or obligations for any person or entity except for the Parties.

21 11.13 **Authorized Signature.** The District represents and warrants to the County
22 that:

23 A. The District is duly authorized and empowered to sign and preform its
24 obligations under this MOU.

25 B. The individual signing this MOU on behalf of the District is duly
26 authorized to do so and his or her signature on this MOU legal binds the
27 District to the terms of this MOU.


11.14 **Counterparts.** This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

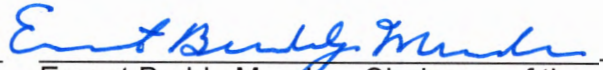
[SIGNATURE PAGE FOLLOWS]

1
2 The parties are signing this Agreement on the date stated in Article 4.

3 SIERRA RESOURCE
4 CONSERVATION DISTRICT

COUNTY OF FRESNO

5 
6 Kelly Kucharski, District Manager


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

7 PO Box 693
8 Auberry, CA 93602

9 **Attest:**
10 Bernice E. Seidel
11 Clerk of the Board of Supervisors
12 County of Fresno, State of California

13 By: 
14 Deputy

EXHIBIT A

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the District or any third parties, the District, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The District shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the District's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

(A) **Verification of Coverage.** Within thirty (30) days after the District signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the District shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents,

employees, and volunteers are not responsible for any premiums on the policy; and (3) the District has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the District's policy.

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

(B) Acceptability of Insurers. All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) Notice of Cancellation or Change. For each insurance policy required under this Agreement, the District shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the District shall, or shall cause the insurer to, provide written notice to the County not less than ten (10) days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the District shall, or shall cause the insurer to, provide written notice to the County not less than thirty (30) days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the District or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) County's Entitlement to Greater Coverage. If the District has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the District shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of

insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The District waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The District is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the District's waiver of subrogation under this paragraph is effective whether or not the District obtains such an endorsement.

(F) **County's Remedy for District's Failure to Maintain.** If the District fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the District. The County may offset such charges against any amounts owed by the County to the District under this Agreement.

(G) **Subcontractors.** The District shall require and verify that all subcontractors used by the District to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the District to provide services under this Agreement using subcontractors.