

**DELTA RECREATION GRANT PROGRAM**

**Funded Under The  
Safe, Clean, Reliable Water Supply Act of 1996**

**Administered By The  
California Department of Parks and Recreation  
Planning and Local Services Section**

**Post Office Box 942896**

**Sacramento, California 94296-0001**

**(Street Address)  
1416 Ninth Street - 95814**

**Telephone (916) 653-7423**

**FAX: (916) 653-6511**

**MAY 1997**



## TABLE OF CONTENT

	Page
INTRODUCTION	1
IMPORTANT POINTS	2
APPLICATION PROCEDURES	3
PROJECT ADMINISTRATION	3
APPENDIX A, Application Form	5
APPENDIX B, Resolution	9
APPENDIX C, Project Proposal	13
APPENDIX D, Contract	19
APPENDIX E, Map of the Delta	29



## INTRODUCTION

The California Department of Parks and Recreation(DPR) announces the Delta Recreation Grant Program, which is funded under the Safe, Clean, Reliable Water Supply Act of 1996. The application deadline for the Delta Recreation Grant Program is December 15, 1997. The program provides funds, from the Delta Recreation Subaccount of the Act that may be awarded as grants to local public agencies and nonprofit organizations to provide for, or improve public access in the Sacramento-San Joaquin Delta. The funds may be used to acquire fee title, development rights, easements or other interests in land located in the delta. One million dollars (\$1,000,000) will be deposited into the subaccount.

Grant recipients must insure that the access remains open to the public in perpetuity. With the approval of DPR, the grant recipient may transfer the property, provided the successor assumes the obligations, and is either a public agency, or would otherwise be eligible under this program.

If you have questions about the program, please contact the Planning and Local Services Section of the California Department of Parks and Recreation at the address below:

Planning and Local Services Section  
California Department of Parks and Recreation  
P. O. Box 942896  
Sacramento, California 94296-0001  
Telephone (916) 653-7423  
FAX (916) 653-6511

## DELTA RECREATION GRANT PROGRAM

### IMPORTANT POINTS

1. Eligible applicants are those local public agencies and nonprofit organizations that are authorized to own and operate land for public recreation purposes.
2. Eligible projects are those that acquire fee title, development rights, easements, or other interests in land located in the delta to provide for, or improve, public access in the delta.
3. Any acquisitions under this program shall be from willing sellers.
4. Successful applicants shall be required to follow state procedures for acquisitions and shall be required to certify full compliance with Chapter 16, Section 7260 of Division 7, Title 1 of the State Government Code.
5. All applications shall contain evidence that the applicant agency has complied with the California Environmental Quality Act (CEQA) of 1970.
6. Where necessary, up to 20% of the grant amount or acquisition costs whichever is less, may be expended for non-acquisition costs for acquisition documents and directly-related administrative costs.
7. All grants must provide for, and improve, public access to, and maximize public recreational opportunities on, the lands and waters of the Delta in a way that is consistent with existing uses of the islands, sound resource conservation principles, and appropriate protection for the rights of private property owners.
8. Grants may be audited at any time by DPR up to three years after the project completion. A project is complete upon receipt of final grant payment from the State. AVOID AUDIT EXCEPTIONS - KEEP ACCURATE RECORDS OF ALL EXPENDITURES.

## **APPLICATION PROCEDURES**

### **When To Apply**

Applications must be postmarked or delivered to the address shown on page 1 no later than close of business on December 15, 1997.

### **What To Submit**

A complete application consists of copy each of the items listed on the back of the application form(Appendix A).

The justification for the project, where you demonstrate why your project should be funded, is addressed in the project proposal(Appendix C).

### **Selection and Notification**

DPR will evaluate each project application, including the proposal, and select those proposals that best meet the program's intent. Applicants will be notified of the selections.

## **PROJECT ADMINISTRATION**

### **Payment of Funds**

Grant recipients may request up to 90% of the grant amount, to be deposited into escrow. The remaining 10% will be reimbursed after submits a copy of the deed and a summary of costs to DPR.

Grant recipients should allow up to four weeks to receive payment after submitting the payment request to DPR.

### Acquisition Procedures

DPR will not review acquisition documents. However, the grant recipients will be required to certify to the adequacy of their acquisition process. Certification forms will be mailed to the grant recipients, along with the contracts, after project selection.

### Grant Process

1. Applicants completes and submits application to DPR.
2. DPR evaluates applications and selects projects for funding.
3. DPR sends contract, payment request form, and acquisition certification forms to grant recipient.
4. Grant recipient returns signed contract to DPR.
5. DPR sends fully executed contract to grant recipient.
6. Grant recipient submits acquisition completed certification forms to DPR.
7. If grant recipient wishes to request a payment advance, sh(e) submits copy of escrow instructions and a completed payment request form.
8. After acquisition completed, grant recipient submits copy of deed, summary of costs, and request for final payment.

**APPENDIX A**  
**Application Form**

APPENDIX A  
Application Form

**SAFE, CLEAN, RELIABLE WATER SUPPLY ACT OF 1996  
DELTA RECREATION PROGRAM APPLICATION**

**THIS FORM AND REQUIRED ATTACHMENTS MUST BE SUBMITTED FOR EACH PROJECT SITE**

PROJECT NAME	AMOUNT OF GRANT REQUESTED	
	ESTIMATED TOTAL PROJECT COST <i>(State grant and other funds) \$</i>	
GRANT APPLICANT <i>(agency and address, include zip code)</i>	COUNTY	
	NEAREST CITY	
	SENATE DISTRICT NO.	
	ASSEMBLY DISTRICT NO.	
GRANT APPLICANT'S REPRESENTATIVE AUTHORIZED IN RESOLUTION <i>(name typed)</i>	TITLE	PHONE
PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR PROJECT IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE <i>(name typed)</i>	TITLE	PHONE
BRIEF DESCRIPTION OF PROJECT		

Project land to be acquired will be \_\_\_\_\_ acres.

Acquired in fee simple by Grant Applicant.

Acquired in other than fee simple *(explain)* \_\_\_\_\_

*I certify that the information contained in this project application form, including required attachments, is accurate and that I have read and understand the important information and assurances on the reverse of this form.*

SIGNED \_\_\_\_\_  
Grant Applicant's Authorized Representative as shown in Resolution

\_\_\_\_\_ Date

## **IMPORTANT**

Before you incur costs against the grant, the funds must be appropriated by the Legislature. All requirements must be met and an agreement signed before any funds will be disbursed.

An application for grant funds consists of one copy each of the following:

1. Application Form.
2. Authorizing Resolution from governing body.
3. Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; and documentation that the Department of Fish and Game CEQA fee was paid or is not applicable; or a copy of the Notice of Exemption on file with the County Clerk if the project is categorically exempt.
4. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the project.
5. Acquisition map showing exterior boundaries and parcel numbers.
6. Acquisition Schedule showing each parcel to be acquired (acquisition projects).
7. Indication of amount, type and source of funds above grant provided by applicant.
8. Permit or comments from the following, if applicable:
  - State Lands Commission
  - Corps of Engineers
9. All leases, agreements, etc., affecting project lands or the operation and maintenance thereof.
10. Completed project proposal.

## **ASSURANCES**

Applicant possesses legal authority to apply for the grant, and to finance and acquire the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

## APPENDIX B

### Resolution

CONFIDENTIAL

Resolution

## SAMPLE RESOLUTION

Resolution No.

RESOLUTION OF THE \_\_\_\_\_ (Title of Governing Body) \_\_\_\_\_ OF  
(Applicant) \_\_\_\_\_ APPROVING THE APPLICATION FOR GRANT  
FUNDS FOR THE DELTA RECREATION PROGRAM UNDER THE SAFE,  
CLEAN, RELIABLE WATER SUPPLY ACT OF 1996 for the following  
project(s).

WHEREAS, the people of the State of California have enacted the Safe, Clean, Reliable Water Supply Act of 1996, which provides funds to the State of California for grants to local public agencies and nonprofit organizations for the purposes of acquiring fee title, development rights, easements or other interest in land located in the delta to provide for, or improve, public access in the delta; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of a portion of the program within the State, setting up necessary procedures governing application by local public agencies and nonprofit organizations under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, said application(s) contain assurances that the applicant must comply with; and

WHEREAS, the applicant will enter into an agreement with the State of California for acquisition of the project(s);

NOW, THEREFORE, BE IT RESOLVED that the           (Title of Governing Body)           hereby:

1. Approves the filing of an application for the Delta Recreation Program under the Safe, Clean, Reliable Water Supply Act of 1996 for State grant assistance for the above project(s); and
2. Certifies that said applicant understands the assurances and certifications in the application form; and
3. Certifies that said applicant has sufficient funds to accomplish the acquisition and will ensure the continued operation and maintenance of the project(s);
4. Appoints the           (Title - not name)           as agent of the           (Applicant)           to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and Adopted the            day of           , 19          .

I, the undersigned, hereby certify that the foregoing Resolution Number            was duly adopted by the           (Title of Governing Body)           following roll call vote:

Ayes:

Noes:

Absent:

(Clerk)

**APPENDIX C**

**Project Proposal**



## **PROJECT PROPOSAL**

### **DELTA RECREATION GRANT PROGRAM**

The information provided in the project proposal will allow the California Department of Parks and Recreation to evaluate the relative merits of competing proposals. Please provide a written narrative addressing each of the questions/statements as they pertain to your project. Please address the questions/statements in the order presented in the outline.

#### **I. BASIC ELIGIBILITY**

- A. The applicant must be a unit of local government that has the authority to acquire and/or manage lands for public recreation use. Please address this issue.

OR

- B. The applicant must be a nonprofit organization as described in Section 501(c)(3) of the Federal Internal Revenue Code, and who is authorized to provide park, recreation, and/or open space services or facilities for the general public. If you are a nonprofit organization, please provide evidence.
- C. Any acquisition pursuant to this program shall be from willing sellers. Why do you believe that there is a willing seller for this project?

## **II. RANKING CRITERIA**

### **A. NEED FOR THE PROJECT**

1. How does this project provide for or improve public access to the delta? For which recreation activity(s) does your project provide or improve? Why should it be funded? If there are studies, reports or other data that support your application, please cite them.
2. Discuss the deficiency of similar recreation opportunities.
3. Who will be served by this project and what is the estimated use?
4. Is the project consistent with city, county, regional master plan or general plan? Please discuss.
5. Is your project supported by others (nonprofit groups, public agencies, or citizen groups)? If so, attach letters of support. Is there additional financial support (outside funding, donated land).
6. Does the project satisfy more than one recreational demand (fishing, boating, bird watching, etc)?
7. Are there any unusual or unique circumstances that may affect this acquisition?

### **B. ORGANIZATIONAL CAPABILITY**

1. How much of a match are you able to provide towards the acquisition? Please explain any fiscal constraints.
2. How do you plan to operate and maintain the property acquired?

3. What is the experience of the entity who will operate and maintain this project?

**C. PROJECT READINESS**

1. How soon after grant funds become available will you be able to undertake the acquisition?
2. When will the property be open to the public?

THE SYSTEMS OF THE WORLD ARE IN THE STATE OF  
CONFUSION

### CONCLUSION

THE SYSTEMS OF THE WORLD ARE IN THE STATE OF  
CONFUSION

THE SYSTEMS OF THE WORLD ARE IN THE STATE OF  
CONFUSION

## APPENDIX D

### Contract



State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

DELTA RECREATION GRANT PROGRAM

APPLICANT \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT NUMBER \_\_\_\_\_

PROJECT PERFORMANCE PERIOD IS to

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Delta Recreation Grant Program, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

Total State Grant not to exceed \$

\_\_\_\_\_  
Applicant

By \_\_\_\_\_  
Signature of Authorized Representative

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The General Provisions attached are made a part of and incorporated into the Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER 11-11-111		PROJECT NO.		FUND			
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION							
ADJ. DECREASING ENCUMBRANCE \$		ITEM CALSTARS VENDOR NO. 000000 00							
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER		STATUTE		FISCAL YEAR	
T. B. A. NO.	B. R. NO.	INDEX 1091	OBJ. EXPEND 702	PCA	PROJECT/WORK PHASE				
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.						T.B.A. No.		B.R. No.	
SIGNATURE OF ACCOUNTING OFFICER ▶						DATE			

## Contract

### General Provisions

#### A. Definitions

1. The term "State" and used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the California Safe, Clean, Reliable Water Supply Act commencing with Section 78500 of the Water Code.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as the applicant of page 1 of this agreement.

- B. 1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1 and under the terms and conditions of this agreement.

3. Applicant shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)
4. Applicant agrees to submit all significant deviations from the Project to the State for prior approval.
5. Applicant agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state or local laws or ordinances pertaining to the acquisition of real property. Documentation of such compliance will be made available for review upon request by the State.
6. Applicant agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.
7. Applicant agrees to provide for access in accordance with the intent of the program.

**C. Project Administration**

1. State may disburse to Applicant the amount of the State approved purchase price together with State approved costs of acquisition when an escrow is opened.
2. Applicant agrees to promptly submit such reports as the State may request.
3. Applicant agrees that property acquired pursuant to this agreement shall be available for inspection upon request by the State.
4. Applicant agrees to use any moneys advanced by State under terms of this agreement solely for the Project herein described.

#### **D. Project Termination**

- 1. Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.**
- 2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.**
- 3. Failure of the Applicant to comply with the terms of this agreement shall not be cause to the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.**
- 4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement is to provide for, and improve, public access to, and to maximize public recreational opportunities on, the lands and waters of the delta for the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the provisions this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State.**

**E. Hold Harmless**

1. Applicant agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Applicant agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Applicant and State agrees that in the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Applicant agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal action pursuant to items to which the Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

**F. Financial Records**

1. Applicant agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the state for auditing at reasonable times. Applicant also agrees to retain such financial accounts, documents and records for three years following project termination or completion.

Applicant and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. Applicant agrees to use any generally accepted accounting system.

**G. Use of Project Area**

1. Applicant agrees that the property acquired with grant moneys under this agreement shall be used by the Applicant only for the purposes of the California Safe, Clean, Reliable Water Supply Act of 1996 and no other use, sale, or other disposition of the area shall be permitted except by specific act of the legislature.
2. The Applicant agrees to maintain and operate in perpetuity the property acquired with these funds. With the approval of the granting agency, the applicant may transfer the responsibility to maintain and operate the property, provided the successor assumes the obligations, and is either a public agency, or would otherwise be eligible under this program.

## **H. Nondiscrimination**

- 1. The applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.**
- 2. The applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of resident and pursuant to law.**
- 3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement or under provisions of the enabling legislation and/or program.**

## **I. Application Incorporation**

**The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.**

## **J. Severability**

**If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.**

Introduction

The purpose of this study is to investigate the effects of the proposed changes on the system. The study will be conducted in a systematic and objective manner, and the results will be presented in a clear and concise manner.

The study will be conducted in a systematic and objective manner, and the results will be presented in a clear and concise manner. The study will be conducted in a systematic and objective manner, and the results will be presented in a clear and concise manner.

The study will be conducted in a systematic and objective manner, and the results will be presented in a clear and concise manner. The study will be conducted in a systematic and objective manner, and the results will be presented in a clear and concise manner.

Methodology

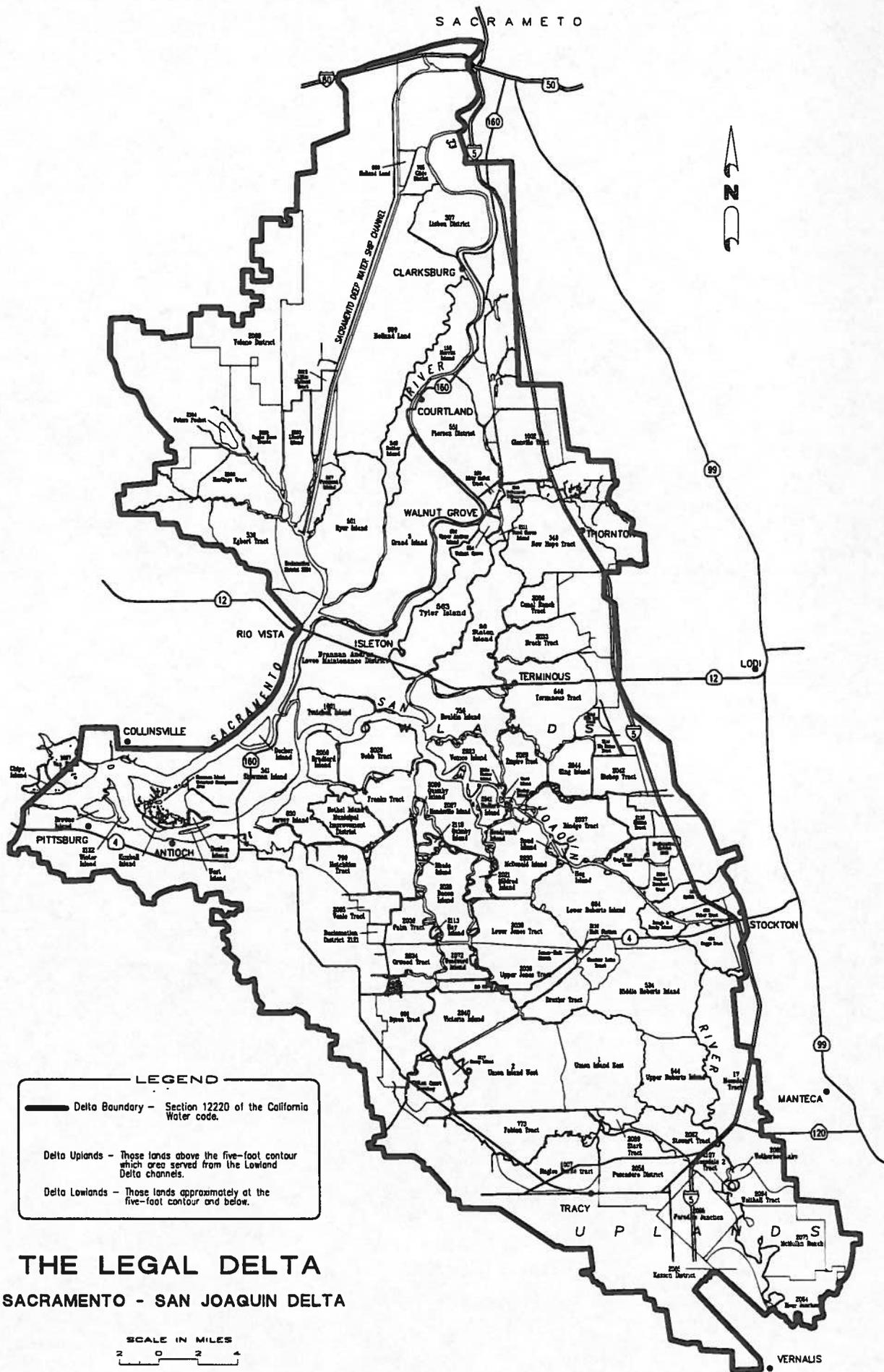
The methodology of this study is based on a combination of qualitative and quantitative methods. The study will be conducted in a systematic and objective manner, and the results will be presented in a clear and concise manner.

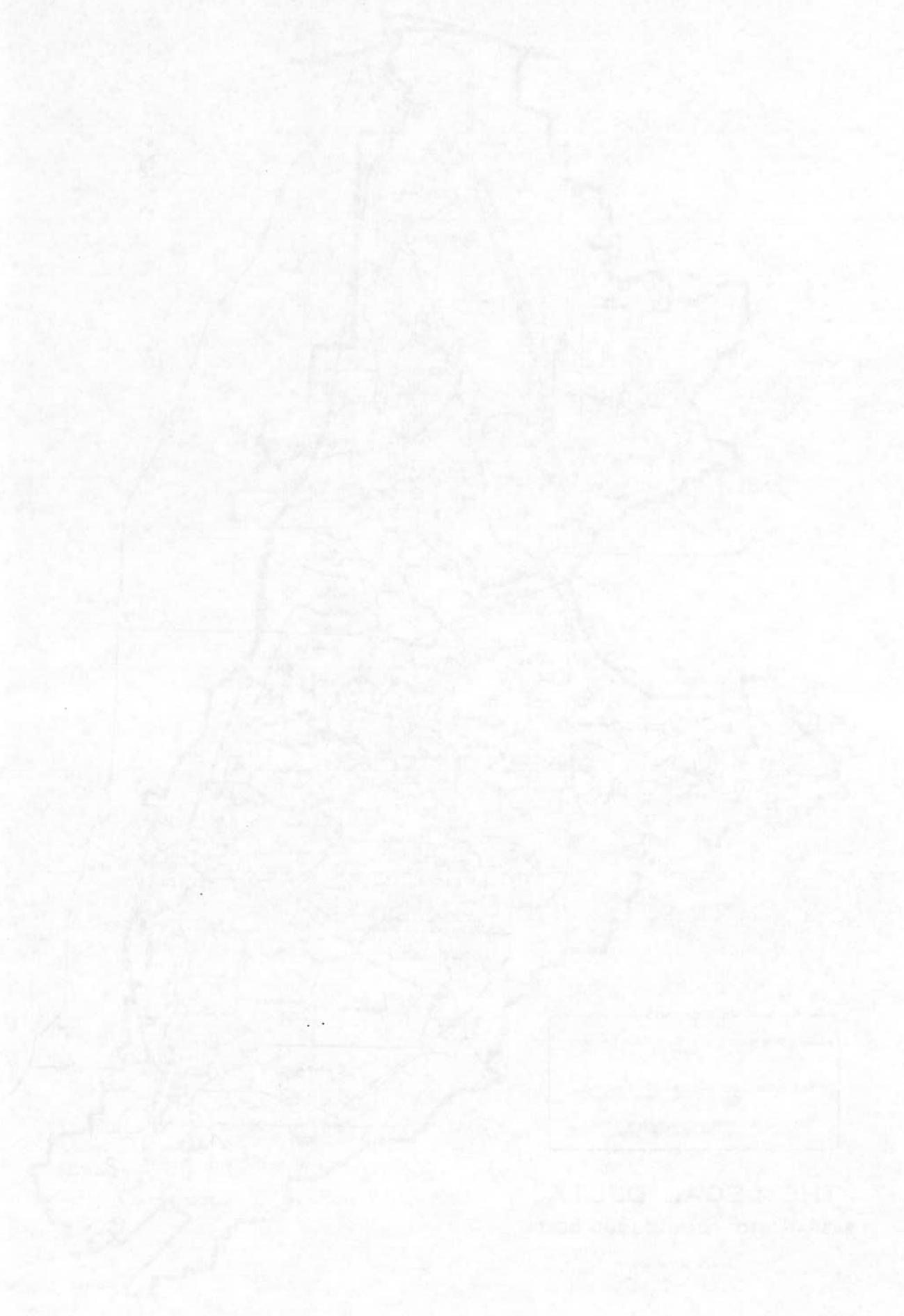
The methodology of this study is based on a combination of qualitative and quantitative methods. The study will be conducted in a systematic and objective manner, and the results will be presented in a clear and concise manner.

**APPENDIX E**

**Map of the Delta**

30





THE GOAL OF THE  
PROGRAM IS TO





