

GRANT AGREEMENT

BETWEEN

MARIN COUNTY OPEN SPACE DISTRICT

AND

This Grant Agreement (hereinafter "AGREEMENT") made and entered into this ____ day of _____, 2016, is by and between the Marin County Open Space District, a special district (hereinafter "MCOSD"), and _____ (hereinafter "GRANTEE"), and collectively referred to herein as "PARTIES".

Whereas, MCOSD is a special district created on November 7, 1972 responsible for the management Marin County's system of open space preserves (hereinafter "PRESERVES"); and

Whereas, MCOSD seeks to further scientific research on the PRESERVES to enhance knowledge of botany, wildlife, ecology, biogeography, and physical features; and

Whereas, many academic institutions and independent researchers are pursuing research that would benefit public land management if conducted in full or in part on the PRESERVES; and

Whereas, MCOSD has committed a total of \$20,000 each year into the foreseeable future to encourage additional research on the PRESERVES, as two grant awards of \$10,000 each; and

Whereas, MCOSD finds merit to GRANTEE's research proposal and desires to support it with a grant in the amount of \$_____; and

Whereas, the objective of this AGREEMENT is to establish a mutually beneficial relationship between PARTIES to disburse and account for MCOSD grant expenditures.

Therefore, PARTIES are entering into this AGREEMENT.

1. Statement of Agreement

It is mutually agreed and understood that, upon signing of this AGREEMENT:

- a. This AGREEMENT is valid for a period of eighteen (18) months from the date it is executed by both PARTIES. GRANTEE'S work pursuant to this AGREEMENT shall be completed within thirteen (13) months from the date this AGREEMENT is executed by both PARTIES.
- b. MCOSED is responsible for managing, accounting for, and disbursing all grant funds.
- c. GRANTEE warrants and represents that it is either a:
 - i. Student of an academic institution in California accredited by a regional or national institutional accrediting agency recognized by the Secretary of the U.S. Department of Education;
 - ii. Faculty member of an academic institution in California accredited by a regional or national institutional accrediting agency recognized by the Secretary of the U.S. Department of Education; or
 - iii. Independent researcher;and can meet the MCOSED's insurance requirements described in Item 9. Insurance Requirements.
- d. Exhibit A, attached, constitutes the scope of services for this AGREEMENT. Any departure from the scope of services or budget will require prior written approval by MCOSED's Chief of Natural Resources and Science or his/her designee.
- e. MCOSED will release the first payment of 50% of the total grant award upon execution of this agreement by both PARTIES. MCOSED will retain 50% of the grant total and issue final payment following receipt of GRANTEE's final report showing completion of all items in Exhibit A and including all necessary details of the hypotheses, methods used, results, conclusions, any recommendations for managers, and informative digital photos. In addition, all data collected within or encompassing MOCOSD lands will be provided to MCOSED.
- f. The following uses of funds are prohibited under this AGREEMENT:
 - i. Conducting lobbying, carrying on propaganda, or otherwise attempting to influence legislation or political decision making;
 - ii. Influencing the outcome of any specific election through any means;
 - iii. Purposes other than those that are charitable, scientific, or educational;
 - iv. Fundraising purposes;
 - v. Budget shortfalls or endowment funds;

- vi. Administrative costs not related to the implementation of the grant;
 - vii. Scholarships, fellowships, or grants to individuals;
 - viii. Land acquisition or real estate purchases; and
 - ix. Purposes other than those specifically agreed upon in the original scope attached to the executed grant agreement, or as agreed to in writing by the MCOSD's Chief of Natural Resources and Science or their designee.
- g. MCOSD and GRANTEE agree that MCOSD's second and final funding disbursement constitutes fulfillment of this AGREEMENT.
- h. GRANTEE shall return to MCOSD the full amount of the initial funding disbursement, and MCOSD shall not make a second and final funding disbursement, under the following conditions:
- i. If MCOSD, in its reasonable discretion, determines that GRANTEE has not performed in accordance with this AGREEMENT, or
 - ii. If GRANTEE fails to deliver the work products specified in Exhibit A.
- i. MCOSD shall deduct from the second and final funding disbursement a) any funds from the initial funding disbursement that are unused by GRANTEE and b) in cases where total expenses are less than the grant amount, the difference between the total grant amount and total expenses.
- j. GRANTEE shall account for funds provided by MCOSD, together with any interest thereon, separately in the GRANTEE's books and records. A systematic accounting record shall be kept by GRANTEE of the receipt and disbursement of such funds. GRANTEE shall retain original substantiating documents related to restricted grant expenditures and make these records available for MCOSD's review upon request. GRANTEE shall be responsible for maintaining adequate financial records of this grant program. MCOSD, or a designated representative, reserves the right, upon written notice, to audit GRANTEE's books and records relating to the expenditure of any funds provided by MCOSD as a restricted grant.
- k. Within thirty (30) days following the twelfth (12th) month this AGREEMENT is in effect, GRANTEE shall submit to MCOSD a final written report that includes details of the hypotheses, methods used, results, conclusions, any recommendations for managers, and informative digital photos. GRANTEE will also submit all data collected within or otherwise encompassing the MCOSD open space preserve system. MCOSD will release a second and final funding disbursement after receipt of the final written report and all associated data. GRANTEE may be asked to present research findings to MCOSD staff following the completion of the work.
- l. Any materials produced under this AGREEMENT are public records. GRANTEE grants to MCOSD an irrevocable, nonexclusive license to publish any information, studies, forms, or research funded by this grant, at MCOSD's sole discretion.

- m. GRANTEE agrees to provide immediate written notice to MCOSD if significant changes or events occur during the term of this AGREEMENT which could potentially impact the progress or outcome of the work, including, without limitation, changes to the GRANTEE's research team, faculty, management personnel, or loss of funding.
- n. GRANTEE acknowledges that he/she understands the obligations imposed by this AGREEMENT.
- o. GRANTEE shall identify the use of MCOSD funding in published information, at MCOSD's request.
- p. GRANTEE shall not use MCOSD's logo or letterhead without the prior written consent of MCOSD.
- q. GRANTEE is required to pass on all responsibilities of this AGREEMENT if and when it enters into agreements with consultants and contractors that will be paid under this AGREEMENT.
- r. GRANTEE enters into this AGREEMENT with the understanding that MCOSD has no obligation to provide other or additional support or grants to the GRANTEE.

2. Indemnification

GRANTEE shall defend, indemnify, hold harmless, and release MCOSD, its elected and appointed officials, officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses (hereinafter "LIABILITY") that may be asserted by any third party arising out of or in connection with GRANTEE'S performance under or the making of this AGREEMENT.

3. Contacts and Notices

All notices under this AGREEMENT shall be in writing (unless otherwise specified) delivered to the parties by hand, by commercial courier service, or by United States mail, postage prepaid, addressed to the parties at the addresses set forth below or such other addresses as the parties may designate by notice.

For MCOSD:

General Manager
Marin County Open Space District
3501 Civic Center Drive, Suite 260
San Rafael, CA 94903
Phone: (415) 473-6387
Fax: (415) 473-3795
Email: LDahl@marincounty.org

For Grantee:

Title
Name of GRANTEE
Address
Phone

Fax
E-mail

4. NO THIRD PARTY BENEFICIARIES

Nothing contained in this AGREEMENT shall be construed to create, and the PARTIES do not intend to create, any rights in third parties.

5. EXPENSES

Except as otherwise provided in Section 2 of this AGREEMENT, each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. PARTIES may not use grant funds for the aforementioned purpose.

6. INTEGRATION

This AGREEMENT, including Exhibit A which is attached hereto and incorporated herein by reference, represents the entire AGREEMENT of the PARTIES with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein.

7. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

8. SEVERABILITY

Should a court of competent jurisdiction rule or declare that any part of this AGREEMENT is unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.

9. INSURANCE REQUIREMENTS

GRANTEE must provide proof of insurance (certificate of liability) to MCOSD when entering into this AGREEMENT with MCOSD. Certificates are required for commercial general liability, comprehensive business or commercial automobile liability (if GRANTEE will use a vehicle(s) during commission of services), and workers' compensation (if GRANTEE will use employees during commission of services). A certificate of professional liability insurance is required for contracts involving construction/engineering design, architectural, medical, scientific analysis, and other services. Please contact your insurance provider(s) to submit valid certificates to the MCOSD staff.

Commercial General Liability

- \$1,000,000.00 or higher per occurrence (\$2,000,000.00 aggregate)
- Additional Insured Endorsement that must include your policy number. Acceptable endorsements:
 - Blanket Additional Insured Endorsement; or

- Separate Additional Insured Endorsement that names the County and the District as additional insured. The separate endorsement shall include, "County of Marin and Marin County Open Space District" as additional insured.

Automobile Liability

- \$1,000,000.00 or higher combined single limit

Workers' Compensation

- \$1,000,000.00

Professional Liability

- \$1,000,000.00

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year above written.

Marin County Open Space District

Pat O'Brien
Acting General Manager

GRANTEE

Title:

EXHIBIT A

SCOPE OF SERVICES