

# Midpeninsula Regional Open Space District 2023 Grantmaking Program Request for Proposals



RFP released: June 07, 2023

Pre-proposals due: July 21, 2023 by 5 p.m.

Full proposals by invitation due: Sept. 08, 2023 by 5 p.m.

**Questions? Contact:**

Grants Program team at [grants@openspace.org](mailto:grants@openspace.org) or (650) 625-6507

Midpeninsula Regional Open Space District

5050 El Camino Real, Los Altos, CA 94022

*Para obtener ayuda en español sobre esta solicitud de becas, favor de contactarnos por correo electrónico: [grants@openspace.org](mailto:grants@openspace.org) o por teléfono: (650) 691-1200*

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## Background

### Who We Are

The Midpeninsula Regional Open Space District (Midpen) is an independent special district in the San Francisco Bay Area that has preserved a regional greenbelt system of nearly 70,000 acres of public land and manages 26 open space preserves. These diverse and scenic landscapes, from bay wetlands to redwood forests and coastal grasslands, host an incredible diversity of life, making our region one of the world's biodiversity hotspots.

Midpen preserves have long and complex histories of human use prior to becoming public open space. We actively manage the land and waterways to restore their health and function, helping our local ecosystem become more resilient in a time of climate change. By caring for the land, the land in turn takes care of us, providing tangible and intangible benefits like clean air and water, flood protection, carbon sequestration, and the opportunity for restorative experiences in nature.

On the San Mateo County Coast, where local agricultural roots run deep, our mission also includes preserving viable working lands. We partner with local ranchers to use conservation grazing as a land management tool for enhancing native coastal grasslands and providing wildland fire protection.

Midpen preserves are free and open to the public daily, providing an extensive trail network for ecologically sensitive recreation. Our programming connects people to nature through enriched experiences, including environmental interpretation, docent-led activities, and volunteer opportunities.

By preserving, restoring, and providing access to our region's iconic, cultural, working, and scenic landscapes, Midpen lands offer us opportunities for health, climate change resilience and refuge.

### Mission Statement

*To acquire and preserve a regional greenbelt of open space land in perpetuity, protect and restore the natural environment, and provide opportunities for ecologically sensitive public enjoyment and education.*

### Coastside Protection Mission Statement

*To acquire and preserve in perpetuity open space land and agricultural land of regional significance, protect and restore the natural environment, preserve rural character, encourage viable agricultural use of land resources, and provide opportunities for ecologically sensitive public enjoyment and education.*

## Funding Opportunity

A total of \$250,000 in funding is available for organizations and projects that further the understanding and protection of our natural world, build capacity in the conservation field, and facilitate access to the outdoors or augment interpretation and education opportunities for the public.

The grantmaking process is guided by an emphasis on investments that reflect a regional focus and provide avenues for partnership with Midpen or other stakeholders. Consistent with Midpen's Board Policy 3.10, the Grantmaking Program is committed to soliciting proposals from a diverse range of community based and other nonprofit organizations, K-12 schools, student researchers, academic institutions, and public agencies, and is encouraging first time applicants and organizations that reach underserved communities to apply.

Midpen is accepting proposals for three funding priorities, outlined below:

- Applied science - advancing scientific understanding of natural processes and/or promoting environmental stewardship
- Partnership and network support - cultivating, sustaining and growing conservation networks
- Access, interpretation, and education - educating and promoting open space protection

Two funding tiers are available:

- Tier 1 for projects up to \$25,000; and
- Tier 2 for projects from \$25,001 to \$50,000.

Midpen is accepting proposals for all three Funding Priorities for both tier 1 and tier 2 awards.

Grantmaking Program awards from prior Grantmaking Program grant rounds can be found on Midpen's Grantmaking Program web page: <https://www.openspace.org/grantmaking-program>.

## Grant Program Priorities

### Applied Science

Proposals under the Applied Science priority are invited to focus on academic or practitioner science projects that support the protection and enhancement of natural resources on Midpen lands. The intent is to develop and disseminate information that advances scientific understanding of natural processes. Proposals focused on *Our Changing Ecosystems* described below are encouraged.

### *Our Changing Ecosystems*

A host of challenges face our world today. Climate change is impacting ecosystems in a myriad of known and unknown ways, from increased variability in precipitation and vulnerability to fire, to changes in species distributions and dispersal patterns. As a result, ecosystems are facing a combination of accelerated and new stressors, affecting the ability to rebound from any one event. Proposals for research that seek to understand these changes and identify potential response actions that can be taken related to land and resource stewardship practices are encouraged.

Types of projects may include applied academic research or proof-of-concept and may cover a variety of topics relating to *Our Changing Ecosystems* such as:

- Climate change and carbon sequestration
- Climate refugia
- Habitat loss and fragmentation
- Population dynamics
- Genetic diversity, including inbreeding and outbreeding dynamics
- Plant and wildlife pathogens
- Fire ecology
- Traditional Ecological Knowledge (TEK)
- Extreme weather events
- Drought and flood management or watershed function
- Sea level rise and shoreline resiliency
- Ecological resiliency
- Land management

Example projects:

- Research that examines the ecology and potential mitigation strategies to combat the spread of *Phytophthora* species that are of concern
- Research that identifies plant propagule collection protocols or best management practices for restoration activities based on genetic factors and or environmental factors
- Protocol and installation of monitoring plots for the use of students
- Research the impact of road construction on the movement patterns and genetic diversity of endangered species
- Research that examines how climate change affects the movement patterns of habitat or wildlife and the effectiveness of existing connectivity solutions
- Benefits and impacts of regional carbon sequestration actions on working/agricultural lands

### Network and Partnership Support

California's largest and most pressing challenges require working together to discover and implement innovative solutions. Landscape-scale stewardship is critical to ensuring solutions are scalable and have a broad impact. Consequently, this funding category focuses on grant proposals that cultivate, sustain, or grow established conservation networks.

Although future funding rounds may allow for the creation of new working groups or networks, in this round only projects submitted by established groups or networks will be considered. An established group or network refers to an organized and recognized entity that has already been formed and actively operates in a specific field or area of interest. It typically consists of multiple individuals, organizations, or institutions that collaborate and work together towards a common goal or purpose. Groups or networks should be primarily oriented toward topics that relate to land management, conservation, or public access to outdoor recreation. Applicants are encouraged to emphasize if and how the group or network bridges gaps in access, widens equitable participation, or otherwise helps lower barriers to traditionally underserved communities.

Proposals are invited to focus on developing organizational capacity or implementing projects to engage the group in working together towards developing shared priorities, exchanging best practices, or collaborating on research or educational outreach and education/interpretation, etc. Please note that funds may not be used for policy or advocacy work and therefore lobbying support is not an eligible project type.

Example projects:

- Support for forums, site visits, and other convenings for capacity building for indigenous knowledge, revitalization of Native American land management practices, and related partnership development
- Development of a network-wide data-sharing system
- Consulting support and staff time to build a strategic plan for a working group to coalesce around a shared understanding of how participants will work together
- Consulting support and staff time to leverage existing network capacity with a wider outreach to engage diverse partner organizations (e.g., serving additional age groups, diverse abilities, and/or traditionally under-represented communities)

- Consulting support or staff time to build organizational capacity towards building the network strengthening communication and collaboration under a joint vision
- Support to organize convenings to share research and best practices related to natural resource management

### Access, Interpretation, and Education

Funding for access, environmental interpretation, and education will be directed towards facilitating equitable access and broad opportunity for all residents to experience Midpen lands while fostering an appreciation for open space protection, nature study, and environmental stewardship. Proposals are invited to focus on projects that contribute an understanding and appreciation of our natural systems, restore indigenous knowledge, facilitate opportunities for outdoor engagement and nature-based experiences, or provide nature-based educational and interpretive experiences for children and/or adults. Applicants are encouraged to emphasize if and how the proposal bridges gaps in access, widens equitable participation, supports indigenous communities, or otherwise helps lower barriers to traditionally underserved or under-represented communities.

Funding can be used for staff time to create or execute programming, provide transportation to opportunities for outdoor engagement or nature-based experiences, facilitate knowledge of outdoor recreational opportunities, broaden access to the outdoors, engage residents in environmental stewardship activities, etc. Transportation-related projects must be to and from Midpen preserves.

Example projects:

- Public access or educational programs for the public, teachers, students, volunteers, and/or docents including topics such as wildlife connectivity, biodiversity, climate change, and resilience
- Develop and/or improve interpretive signs and services along trails, including bilingual materials
- Outreach and/or activity programs that connect tribal members with their ancestral homelands and foster indigenous knowledge
- Complete gaps in a regional trail system that connect communities to trails and open space (e.g., outreach and engagement strategies for community and partner support for regional trail connections)
- Outreach and/or activity programs or training materials that encourage outdoor engagement and nature-based experiences in underserved communities

## Grant Program Requirements

### Eligible Recipients

Eligible applicants must be one of the following: a public agency; affiliated with a K–12 school or academic institution; a 501(c)(3) non-profit organization; or an organization with a fiscal sponsor. Applicants with eligible projects may work through a [fiscal sponsor](#) to apply if the fiscal sponsorship is established before proposal submittal and the project has a primarily charitable, scientific, or educational purpose.

Faculty at accredited academic institutions must sponsor research-related projects; practitioner science projects may require faculty sponsorship and will be determined on a case-by-case basis. Please contact the Grants Program team prior to proposal submittal to establish whether a faculty sponsorship will be required.

Applicants from prior Grantmaking Program grant rounds are eligible to apply.

### Grant Period

Projects funded through this program must be complete and funded expended by three years after the grant agreement is executed.

### Project Location

Projects without a field work component can take place outside [Midpen boundaries](#), but all proposed field work must be conducted within Midpen preserves and require a permit through Midpen. Additionally, projects that involve transportation costs for bringing participants to activities must be to and from activities on Midpen preserves. Proposals with a regional focus are encouraged.

### Entry Restrictions and Permits

Eligible projects must not result in permanent damage and/or impairment to habitats or natural resources on Midpen lands and will be in compliance with Midpen’s Permit to Enter procedures (required for each research project).

### Eligible Costs

Grant funds may be used to cover expenses related to the implementation of proposed projects within the approved project budget. Eligible expenses must be incurred during the performance period as specified in the grant agreement.

ELIGIBLE COSTS		
Budget Item	Eligible Cost	Required Documentation
Salaries, Wages, and Benefits	Salaries and wages of employees employed by the grantee who are directly engaged in the execution of the grant project. Benefits include employer contribution of fringe benefits.	Timesheets or similar documentation detailing days and hours worked on the project.
Consultants and Contractors	Direct consultant and contractual services necessary to achieve the objectives of the grant.	Invoices from consultant/contractor identifying expenditure, services performed, and period of services.
Travel	Travel costs associated with travel to and from project sites, meetings, etc., directly related to the grant project. Costs must be considered reasonable and necessary for the completion of the project.	Receipts identifying travel costs (i.e., lodging, rental cars). Mileage must be documented by either employee travel claims or vehicle mileage logs for vehicles owned by the grantee.
Equipment and Supplies	Supplies and/or equipment required for project or program execution. Purchased supplies and/or equipment are to remain in the possession of the grantee during and after project completion.	Receipts identifying item purchased, cost, and date of purchase. Use of grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost.



ELIGIBLE COSTS		
Budget Item	Eligible Cost	Required Documentation
Indirect Costs	Indirect costs are costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the grantee organization.	Up to 10% of budget may be for indirect costs.

### Ineligible Costs

The following activities and costs are not eligible:

- Conducting lobbying, carrying on propaganda, or otherwise attempting to influence legislation or political decision making
- Influencing the outcome of any specific election through any means
- Purposes other than those that are charitable, scientific, or educational
- Fundraising
- Budget shortfalls or endowment funds
- Scholarships, fellowships, or grants to individuals
- Land acquisition or real estate purchases
- Costs incurred before or after the project performance period
- Late fees, penalties, and bank fees

### Matching Funds

Matching or in-kind funds are not required but applicants are encouraged to look for creative ways to combine funds to create a more complete or effective project.

## Application Process

A public webinar will be hosted online on Thursday, July 13<sup>th</sup> at 6:30 PM. The webinar will be recorded and available online afterward.

**Pre-proposals will be accepted through July 21, 2023 by 5:00 PM.** The Grantmaking Review Committee will be conducting preliminary screenings to (1) develop an understanding of interested organizations and potential grant applicants across the three funding priorities, and (2) ensure appropriate project endeavors and a balance across the three grantmaking priorities. Applicants are encouraged to schedule consultations prior to submission of their pre-proposal. See Appendix A for pre-proposal and submission guidelines.

Based on pre-proposals received, applicants will be invited to submit a **full proposal by September 08, 2023 by 5:00PM**. Not every applicant may be invited to submit a full proposal.

Applicants submitting Applied Science projects are required to consult with Midpen staff prior to full proposal submittal to determine whether faculty sponsorship is required. See Appendix B for full proposal and submission guidelines.

Midpen is not soliciting, does not wish to receive, and will not treat any information received in a grant proposal as proprietary or confidential.

## Preliminary Grant Award Selection

Midpen's Grantmaking Review Committee will rank pre-proposals and full proposals based on the following considerations:

- Technical review scores and comments based on the Evaluation Criteria below
- Balance/distribution of funds by geographic area, project type or type of institutions, and availability of funds

The Grantmaking Review Committee may recommend modifications, such as reducing the requested grant award amounts to meet current and potential future program priorities, funding targets, and available funding limitations.

## General Manager and Board Action

The Grantmaking Review Committee's grant award recommendations will be presented to Midpen's executive team and General Manager. The General Manager will consider the comments and recommendations from the entire review process and will determine the final grant award recommendations to be presented to the Board of Director's Legislative, Funding and Public Affairs Committee for consideration prior to presenting the recommendations to the full Board of Directors for funding approval. The Board of Directors has sole and absolute discretion to approve or reject funding for a project. Upon approval, the Grants Program team will work with selected applicants to develop grant funding agreements.

## Evaluation Criteria

Criteria	Points
<p><b>Alignment with Midpen’s mission and goals and Grantmaking Program priority</b></p> <p>Scoring for this category is based on how well the applicant demonstrates that their project would:</p> <ul style="list-style-type: none"> <li>Promote Midpen’s <a href="#">mission</a> and <a href="#">Strategic Plan goals</a> (FY23 Update).</li> <li>Advance the goals set forth by the applicable Grantmaking Program priority (applied science; network and partnership support; or access, interpretation, and education).</li> </ul>	20
<p><b>Project Scope</b></p> <p>Scoring for this category is based on how well the applicant demonstrates:</p> <ul style="list-style-type: none"> <li>A clear project description with key project deliverables that are aligned with the Project Budget.</li> <li>A timeline that is feasible and will be completed within the grant performance period.</li> </ul>	20
<p><b>Impact</b></p> <p>Scoring for this category is based on how well the applicant demonstrates the likelihood the project will have a profound impact or address a specific need, or how well the project employs a new or innovative methodology, program, or management technique.</p>	20
<p><b>Engagement</b></p> <p>Scoring for this category is based on how well the project reaches underserved communities, broadens the range of organizations served by Midpen, has strong public support and/or was developed with widespread community participation, or involves one or more partner agencies or organizations.</p>	20
<p><b>Organizational Capacity</b></p> <p>Scoring for this category is based on how well the applicant demonstrates they have the capacity, expertise, resources, and support to ensure project completion.</p> <p>Note: Midpen will evaluate requests for capacity-building support to engage a broader range of grantees (e.g., subject matter expert input, technical data, reporting assistance). Scoring for this category is also based on clarity of the support requested from Midpen.</p>	10
<p><b>Preliminary Project Budget</b></p> <p>Scoring for this category is based on the cost-effectiveness of the budget and how it aligns with the project description, intended outcomes and/or deliverables. Note: pre-proposals do not require a project budget to be submitted and will not be evaluated against this criterion.</p>	10
<b>Maximum Points</b>	<b>100</b>

## Tentative Application and Award Schedule

PROPOSAL SOLICITATION		
	Grant application packet released	Wednesday, June 07, 2023
	Optional Public workshop	Thursday, July 13, 2023 at 6:30 PM
	Pre-proposals due	Friday, July 21, 2023 by 5:00 PM
	Invitations to submit full proposals	Tuesday, August 08, 2023
	Full proposals due	Friday, September 08, 2023 by 5:00 PM
REVIEW & AWARD		
	Staff screens applications Note: Applicants may be contacted to provide minor clarifications to their proposals	September 11, 2023–September 25, 2023
	Review committee prepares award recommendations	September/October 2023
	Committee and board meetings for award decisions	November 2023–December 2023
AWARD PROCESING		
	Award notifications	December 2023
	<u>Earliest</u> date grant agreements are anticipated to be executed and projects begin Note: Some grant agreements may take longer	February 2024

## Requirements if Funded

### Funding Agreement

Midpen will use the Grantmaking Program funding agreement for all awards. Please refer to appendix C for the funding agreement template. By submitting an application, applicants are deemed to have consented to the terms and conditions contained in the Grant Funding Agreement.

### Reimbursements

Funds can be disbursed after a fully executed grant agreement is in place. Midpen will issue payments on a reimbursement basis, barring exceptions for projects with demonstrable need. Reimbursement requests can be submitted as frequently as quarterly but at least annually if reimbursable expenses are accrued.

Advance payments may be considered at the Midpen’s discretion and with demonstrable need. No advance payment shall exceed 15% of the total grant award. Advances must be fully utilized within a six-month period unless additional time is approved by Midpen.

Reimbursement requests must be accompanied by documentation that details the work performed over the reporting period, a budget report that demonstrates which funds are being requested for reimbursement against the fund balance, and appropriate receipts or other necessary documentation. Midpen has designed the forms and procedures to keep organizational effort to the minimum for grantees.

### Reporting

Grantees are required to provide Midpen with progress updates throughout the project performance period. Tier 2 grantees must submit annual reports detailing project progress along with a financial

report to describe how the funds were spent based on the budget submitted. Tier 1 grantees will not be required to submit annual narrative reports but will be asked for brief status updates along with payment requests.

Tier 2 grantees should submit an annual narrative report (5 pages or fewer) and include:

- Project highlights (e.g., new opportunities discovered, partnerships developed).
- Project delays related to anticipated activities or milestones, the reason for the delay and how this might impact the project's goals, budget, or timeline.
- Proposed changes to the approach, project, timeline, or budget for the upcoming year.
- Total expenditures against the project budget.

### Loss of Funding

The following are examples of actions that may result in loss of funding:

- Grantee fails to obtain a grant agreement.
- Grantee fails to complete the funded project (conform substantially to the agreement).
- Grantee fails to submit all documentation within the time periods specified in the grant agreement.
- Grantee fails to secure environmental clearance to comply with the California Environmental Quality Act (CEQA) or other necessary project permits.
- Grantee changes the project scope without the concurrence of Midpen.
- Grantee terminates the project by written notice 30 days in advance.

### Changes or Amendments

Grantees seeking changes to the scope, grant period, or budget (greater than 10% from a budget category) must obtain Midpen's written approval. Changes in project scope must continue to meet the need cited in the original proposal. Grantee will jeopardize funding should changes be made without prior notice to and approval by Midpen.

### Audits and Accountability

Projects are subject to audit annually and for three years following the final payment of grant funds. If the project is selected for audit, grantee will be contacted in advance. The audit shall include all books, papers, accounts, documents, or other records of grantee, as they relate to the project. All project expenditure documentation should be available for an audit, whether paid with grant funds or other funds. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards to provide an adequate audit trail.

### Project Recognition

Grantees will be required to identify the funding source during public announcements relating to the project. Printed or web-based public materials relating to the project should acknowledge Midpen as a funding source. In addition, if the grantee uses social media, the grantee should acknowledge the project and Midpen funding at major milestones, as well as other sources of public outreach, such as newsletters or blog posts whenever possible.

In addition, the Grants Program team will prepare an annual report to the Board of Directors on the Grantmaking Program that details the proposals received as well as those selected for funding, and the results of research received. Grantees must be available to present to the Board of Directors annually, if requested.

Public announcements relating to the project should be listed in the grantees annual grant reports to Midpen (tier 2 grantees) or in disbursement requests (tier 1 grantees).

#### [Liability Release Form and Permission Requirements for Minors](#)

To engage in activities on Midpen lands, participants need to submit an activity sign-in sheet liability release form as shown in attachment 3 of appendix C. For minors to participate, a parent or guardian must sign a release form which will be confirmed at the time of funding agreement execution. These forms must be submitted to Midpen before the activity occurs. Refer to attachment 3 of appendix C for more details.



## Appendix A – Grant Pre-proposal

Submit the completed Grant Pre-proposal to the Grants Program team at [grants@openspace.org](mailto:grants@openspace.org)

Applicant Information		
Organization	Mailing address	Tax status
Name and title of applicant	Email	Phone number
Name and title of project manager (if separate from applicant)	Email	Phone number
Pre-proposal Information		
Grantmaking Program priority <input type="checkbox"/> Applied Science <input type="checkbox"/> Network and Partnership Support <input type="checkbox"/> Access, Interpretation, and Education	Funding tier <input type="checkbox"/> < \$25,000 <input type="checkbox"/> \$25,001 - \$50,000	Requested grant amount
Project title		
Project Summary		
<p><b>Instructions:</b> Describe the project alignment with the applicable Grantmaking Program priority. Include key tasks, intended outcomes or deliverables, timeline, potential partnerships, project team and intended audience or population served. Specify which project element(s) would be funded by the grant (500-word maximum).</p>		
Criteria Highlight		
<p><b>Instructions:</b> Select one of the 6 evaluation criteria and describe how the proposed project aligns with the selected criterion (150-word maximum).</p>		



## Appendix B – Full Proposal (by invitation only)

Submit the completed Full Proposal form and required attachments via email to the Grants Program team at [grants@openspace.org](mailto:grants@openspace.org).

Applicant Information		
Organization	Mailing address	Tax status
Name and title of applicant	Email	Phone number
Name and title of project manager (If separate from applicant)	Email	Phone number
Proposal Information		
Grantmaking Program priority <input type="checkbox"/> Applied Science <input type="checkbox"/> Network and Partnership Support <input type="checkbox"/> Access, Interpretation, and Education	Funding tier <input type="checkbox"/> < \$25,000 <input type="checkbox"/> \$25,001 - \$50,000	Requested grant amount
Project title		
1-2 sentence description of project for announcement (e.g., social media, press release, etc.)		

Application Checklist
<p><b>Instructions:</b> Submit each of the following attachments along with this form. Please use the file name conventions described below.</p> <ol style="list-style-type: none"> <li>1. Full Proposal form (PDF format; filename: "Full Proposal Form")               <ul style="list-style-type: none"> <li>○ Complete all sections including Project Budget and Other Funding Sources.</li> </ul> </li> <li>2. Proposal narrative (PDF format; filename: "Narrative")</li> <li>3. Project team (PDF format; filename: "Team")               <ul style="list-style-type: none"> <li>○ Provide brief description of role and bios for key members and identify team lead.</li> </ul> </li> <li>4. Project location map (PDF format; filename: "Location Map")               <ul style="list-style-type: none"> <li>○ Provide if applicable.</li> </ul> </li> <li>5. Financial information               <ul style="list-style-type: none"> <li>○ Non-profits to submit their most recent IRS Form 990 or internally prepared financial statements (preferably audited)</li> <li>○ Schools and public agencies to submit recent annual budgets</li> <li>○ Large institutions to provide department or program budget</li> <li>○ If the application includes a fiscal sponsor, the financial statements should be for the fiscal sponsor.</li> </ul> </li> </ol>



6. Fiscal sponsor documentation (filename: "Fiscal Sponsor")
  - Provide 2 years of audited financial documents and a letter of support from a fiscal sponsor, if applicable. If audited documents are not available, then non-audited financial documents will be accepted.
7. Faculty sponsor or collaborative partner documentation (filename: "Faculty Sponsor")
  - Provide a letter of support if faculty sponsorship or partner contributions are required.

## Proposal Narrative

**Instructions:** Applicants are encouraged to review the scoring criteria to ensure their responses adequately address each criterion. The proposal narrative should not exceed 3 pages for tier 1 applications and 5 pages for tier 2 applications. Please answer the following questions:

### Alignment with Midpen's mission and goals and Grantmaking Program priority

- Describe how this project promotes Midpen's [mission](#) and [Strategic Plan goals](#) (FY23 Update).
- Describe how this project advances the goals of the applicable Grantmaking Program priority (applied science; network and partnership support; or access, interpretation, and education).

### Project Scope

- Describe the proposed project including key tasks, intended outcomes or project deliverables, and project team. Key tasks must align with tasks described in the project budget.
- Provide a project timeline and estimated completion dates for key project deliverables.
- Discuss the status of any permission, permits, or other approvals this project requires.
- Describe the challenges you expect to encounter and how you will address them.

### Impact

- Describe the project's anticipated impact.
- Describe how the project employs innovative approaches.
- Describe how the project aligns with the long-term goals of your organization.

### Organizational Capacity

- Describe your organization, including the mission and vision, and its ability to successfully implement the project. If applicable, please describe both the fiscal sponsor and sponsored organization.
- Does your organization require support from Midpen to achieve the project as described in this proposal? If so, describe or discuss your support in addition to grant funding (e.g., subject matter expert input, technical data, reporting assistance) needed from Midpen.

### Engagement

- Describe how the project reaches underserved communities, broadens the range of organizations served by Midpen, has strong public support and/or was developed with widespread community participation, or involves one or more partner agency or organization beyond Midpen.



- The Project requires additional funds by other sources beyond a Midpen grant and applicant resources.

<b>Other Funding Sources</b>		
<u>Instructions:</u> If the project requires additional funds by other sources beyond a Midpen grant and applicant resources, list all funds that will be used.		
<i>Funding Source</i>	<i>Received, Committed, or Pending Review</i>	<i>Amount of Funds</i>
<b>TOTAL OTHER FUNDING</b>		

## Appendix C – Funding Agreement Template



### MIDPENINSULA REGIONAL OPEN SPACE DISTRICT GRANT AGREEMENT

This agreement (the “Grant Agreement”) dated [redacted], contains the terms and conditions of a grant in the amount of \$ [redacted] (the “Grant”) from the Midpeninsula Regional Open Space District (“District”) to [redacted] (“Grantee”). The District and Grantee may collectively be referred to as “Party” or “Parties.”

By signing this Grant Agreement, the District and Grantee agree to the following terms and conditions regarding the Grant.

1. Grant Purpose

The purpose of this Grant is to provide funding for [redacted] (“Grant Purpose.”).

2. Use of Grant Funds

Grantee must use Grant funds, and any income earned on those funds, for the Grant Purpose only. Use of the Grant funds must conform to the approved work plan and project budget, as further described in Attachment 1. Grantee expenditures funded by Midpen must occur within the time frame of the grant period as indicated in Section 12 of this Grant Agreement.

3. Grant Payments

The District will disburse Grant funds up to four times per year, subject to the terms and conditions of this Grant Agreement. Payment requests must include a Grantee Payment Request Form, Budget Tracking Sheet, and required documentation for proof of expense including, but not limited to, timesheets, mileage logs, invoices, and receipts. Grantee acknowledges that the District and its representatives have made no actual or implied promise of funding, except for the amount in this Grant Agreement. The District will determine any future funding in its sole discretion.

4. Grant Reports

Grantee will submit progress reports to the District, along with each payment request. Progress reports must contain a brief description of what has been achieved towards advancing the objectives of the District-approved work plan in Attachment 1 and the actual versus budgeted spending of Grant funds. Additionally, Grantees with Grants over \$25,000 must submit an annual report no later than June 30 each year and answer the questions provided in the Annual Report Template.

5. Compliance with Laws

Grantee agrees to comply with all laws and regulations applicable to all of its activities associated with this Grant. ***Include when applicable for the Grantee project:*** Grantee will ensure that the appropriate level of environmental review is conducted, and any necessary permits are secured prior to initiation of the approved work plan, as described in Attachment 1.

6. Remedies

If the District determines, in its reasonable discretion, that Grantee has failed to or is unable to carry out any provision of this Grant Agreement, including but not limited to making reasonable progress towards the achievement of the Grant Purpose, the District may elect to withhold further Grant payments under this or any other Grant Agreement. The District may also demand return of all or part of any Grant funds not properly spent. Prior to terminating or curtailing the Grant, the District will give Grantee thirty (30) days' advance written notice to respond to and resolve the issues, but the determination to continue, curtail, or terminate the Grant will remain in the District's sole discretion.

7. Entire Agreement, Severability

This Grant Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement and/or the District's Grant Solicitation, the provisions of this body of the agreement shall prevail. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions.

8. Permits for Entry on District Lands

If Grantee will enter onto District lands to carry out purposes of the grant project, Grantee shall obtain a District permit prior to commencing project and shall always carry a valid District-issued permit on District lands. Grantee further warrants that he/she will obtain a signed waiver, as further described in Attachment 2, from any and all research partners (who are not District employees) prior to entering District lands and provide such waiver(s) to a District representative. If evidence of insurance coverage is required, District will inform Grantee of such requirements in advance of issuing a permit. Activities on District lands shall conform to the District-approved work plan in Attachment 1 and Grantee must have all activity participants entering District lands sign a release of liability, in a form substantially similar to Attachment 3, and provide such form(s) to a District representative.

9. Acknowledgment

Grantees may be required to identify the District during public announcements and in printed or web-based public materials relating to the project. Grantees must request a Midpen logo file and acknowledgment guidance prior to use. Grantees should be prepared to give a presentation to the District's Board of Directors, if requested.

10. Information Sharing

Grantee shall provide a courtesy copy of data gathered on research projects funded in whole or in part with Grant funding. Grantee shall provide advance drafts of research papers/reports prior to publication.

11. Amendment and Modification

Grantees seeking changes to the scope or budget (greater than 10% from a budget category) must obtain District's prior written approval. Changes in project scope must meet the Grant Purpose described in the original grant application.

12. Term

This Agreement shall be effective for three years from the date of its full execution. Extension for a period up to twelve (12) months beyond the expiration date may be approved by District in its sole discretion. Requests for extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable the District to evaluate such request.

13. Indemnification ***(choose the appropriate clause only and delete the other)***

**For non-government entity:** Notwithstanding any other provision of this Grant Agreement, Grantee agrees to defend, hold harmless and indemnify District, its officers and employees, and each and every one of them, from against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Grant Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of District. The foregoing does not limit any strict liability imposed onto the Grantee by law. The rights, duties, and obligations of the Parties as set forth above in this Section 13, Indemnification, survive termination, expiration, and suspension of this Agreement.

**For government entity:** In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, District and Grantee agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement. The rights, duties, and obligations of the Parties as set forth above in this Section 13 Indemnification, survive termination, expiration, and suspension of this Agreement.

**MIDPENINSULA REGIONAL OPEN  
SPACE DISTRICT**

**GRANTEE**

**[NAME OF ORGANIZATION]**

By: \_\_\_\_\_  
Ana Ruiz, General Manager

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Maria Soria, District Clerk

Approved as to form: \_\_\_\_\_  
Hilary Stevenson, General Counsel

## Attachment 1 - Approved Work Plan and Budget

### Project Scope

[insert project scope]

### Project Deliverables

[insert project deliverables]

### Project Schedule

[insert project schedule]

### Project Budget\*

[insert project budget]

\*Changes within a budget category are allowable up to 10% without prior approval. Changes over 10% need to be approved by grant officer.

### Project Team

[insert project team bios/contact information]

### Midpen Contacts

[insert contacts]



**Attachment 2 - Grantee Waiver**

Name of Grantee or designee (please print): \_\_\_\_\_ (“Grantee”)

**READ CAREFULLY AND COMPLETELY**  
By Signing this Waiver and Release I Understand and Agree to the Following:

1. I understand that visiting District property (the “Property”) for the purpose [describe study here] is a voluntary act on my part and that I am voluntarily participating in this activity.
2. By participating in this activity, I assume certain risks and I hereby waive certain rights.

**ASSUMPTION OF RISK**

Grantee understands and has been informed that there are numerous general safety hazards on the Property, including but not limited to dangerous and/or poisonous wildlife, abrupt changes in weather, steep drop-offs, unmaintained roads and paths, falling hazards, and trip and fall hazards. Grantee understands that activities in and around the closed areas of District property expose Grantee to the risk of serious injury.

**HOLD HARMLESS/WAIVER OF LIABILITY**

Grantee understands that he/she may incur personal injury, death, or property damage in the course of visiting the Premises, caused by the presence of a variety of physical hazards both natural and man-made. Injury or death may result from an accident or from the misconduct of a third person. For the Midpeninsula Regional Open Space District (the “District”) to allow the Grantee to participate in the activity, Grantee hereby accepts and expressly assumes all risk of such injury or death. Grantee agrees to hold harmless, release and discharge the District, its officers, employees and servants from all liability arising out of, or in connection with Grantee’s participation in the above-described activity, including travel, even liability arising from the district’s negligence. For the purposes of this agreement, liability means all claims, demands, losses, expenses (including attorneys’ fees), causes of action, suits, or judgments of any and every kind that Grantee, and his/her heirs, executors, administrators or assignees may have against the District, or that any other person or entity may have against the District, because of any death, personal injury or illness, or because of any loss of or damage to Grantee’s property, that occurs during the above described activity and that results from any cause including the District’s negligence.

I have read the above and understand its terms. I execute it voluntarily and with full knowledge of its significance.

\_\_\_\_\_  
Signature (Grantee) \_\_\_\_\_  
Date

**IN THE EVENT OF AN EMERGENCY, PLEASE CONTACT:**

\_\_\_\_\_  
Full Name (please print) \_\_\_\_\_  
Telephone

### Attachment 3 - Activity Sign-in Sheet and Release of Liability



Midpeninsula Regional  
Open Space District

## Activity Sign-In Sheet and Release of Liability

<b>Date:</b>	<b>Activity Title:</b>	
<b>Preserve:</b>	<b>Leader(s)/Sweep(s):</b>	<b>Type of Activity:</b>

In consideration of being permitted to participate in a Midpeninsula Regional Open Space District ("District") sponsored activity, I for myself, my personal representatives, heirs, and assigns, agree as follows:

### **ASSUMPTION OF RISK**

By my signature below, I acknowledge that I have voluntarily requested to participate in this activity. I understand that this activity may involve hazards and unknown risks, including, but not limited to, trail conditions, weather, or other natural or artificial hazards. I fully assume all risks of participating in the activity.

### **RELEASE OF LIABILITY**

I hereby release, discharge, covenant not to sue, and agree to indemnify, save and hold harmless the District, its respective officials, volunteers, administrators, agents, and employees (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages for personal injury, death, property damage, or other risks which I may incur as a result of participating in the activity caused or alleged to be caused in whole or in part by the negligence of the "Releasees", including, but not limited to, negligent rescue operations. I fully understand that the activity may involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death. These risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity, the conditions in which the activity takes place, or the negligence of the "Releasees". There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and fully assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in the activity.

### **TRAIL CONDITIONS**

Some common conditions you may encounter on the trail include, but are not limited to, the presence of poison oak, ticks, rattlesnakes, wildlife, and trail users. Some trails are wide and smooth, while others may be steep, narrow, muddy, overgrown, rutted, in remote locations, and/or have natural or man-made hazards, such as fallen trees and drainage structures.

### **PHOTOGRAPHIC RELEASE**

I understand that the District may use my photograph for District publications, presentations and/or media related purposes.

**I HAVE CAREFULLY READ THIS AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL EFFECT.**

**IF PARTICIPANT IN THIS ACTIVITY IS A MINOR (UNDER THE AGE OF 18 ON THE DATE OF THE ACTIVITY) THEN THE SIGNATURE MUST BE OF A PARENT OR LEGAL GUARDIAN.**

## Activity Sign-In Sheet and Release of Liability

Signature <i>Please sign and print your name below. If participant is a minor signature must be of a Parent/Guardian.</i>			Check here if Participant is	INITIAL here to leave activity before it	Emergency Contact (Optional) Name & Phone #
1.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
16.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
21.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
22.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
23.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	Participant Name	Signature <i>(Parent/guardian must sign for minors)</i>	<input type="checkbox"/>	<input type="checkbox"/>	