

Agenda Item IX(m)

MRCA

8/3/16

June 28, 2016

Rorie Skei
Mountains Recreation and Conservation Authority
5810 Ramirez Canyon Road
Malibu, California, 90265

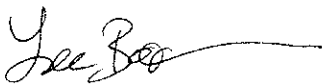
RE: Grant No: NVF-CONS–Mountains Recreation and-GA004421

Dear Ms. Skei:

Windward Fund is pleased to inform you that it has approved a grant to your organization in the amount of \$20,000.00 through our Conservation 2.0 project. This grant is for the grant period starting July 12, 2016 and ending March 30, 2017 and is subject to the terms and conditions contained in the enclosed Grant Agreement.

On behalf of the Windward Fund, I would like to congratulate your organization on its valuable work and wish you great success in this endeavor.

Sincerely,



Lee Bodner
Chair, Board of Directors

Enclosure

INSTRUCTIONS:

1. Please sign this form.
2. Return electronically to JM Johnson (jm.johnson@windwardfund.org) and Emma MacFarlane (emma@windwardfund.org). If unable to return electronically, please send to:

Windward Fund
Attn: JM Johnson
Associate Director, Conservation
1201 Connecticut Ave NW, Suite 300
Washington, DC 20036

WINDWARD FUND GRANT AGREEMENT

GRANT NUMBER: *NVF-CONS–Mountains Recreation and-GA004421*

DATED: July 12, 2016

Windward Fund (the “Foundation”) and Mountains Recreation and Conservation Authority (the “Organization”) hereby agree as follows:

- I. The Foundation grants the Organization \$20,000.00 (the “Grant”) for the period July 12, 2016 to March 30, 2017 to be paid in one lump sum within 30 days of the executed agreement.
- II. The Grant may be used only for the following charitable, scientific, literary, religious or educational purposes: to fund the Organization’s participation in the development of the Antelope Valley Regional Conservation Framework project, as described in the attached document (“Exhibit A”) that was provided to the Foundation by the Organization and dated June 20, 2016 (the “Project”).
- III. So that the Foundation may comply with tax laws of the United States, it is understood that the Organization agrees to the following:

 **WINDWARD** Fund

NVF-CONS–Mountains Recreation and-GA004421

- A. To use the Grant funds exclusively for charitable, scientific, literary, religious or educational activities consistent with the tax-exempt status described above;
 - B. Not to use any funds from this Grant for lobbying activities, as described in sections 501(c)(3) of the Internal Revenue Code of 1986; and
 - C. Not to use any funds from this Grant to intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by section 501(c)(3) of the Code.
- IV. The Organization will return to the Foundation any portion of the Grant, and interest earned on the Grant, not expended or committed for the Project by March 30, 2017.
- V. The Organization shall provide the Foundation with an annual report that is due to the Foundation on or before April 30, 2017.

The full report must include the following certification:

All activities by Mountains Recreation and Conservation Authority were and are consistent under the Internal Revenue Code Sections 501(c)(3) and 509(a)(1), (2) or (3). If any lobbying was conducted by Mountains Recreation and Conservation Authority (whether or not discussed in this report), Mountains Recreation and Conservation Authority complied with the applicable limits of Internal Revenue Code Sections 501(c)(3) and/or 501(h) and 4911. Mountains Recreation and Conservation Authority warrants that it is in full compliance with its Grant Agreement with the Windward Fund, dated July 12, 2016, and that, if the grant was subject to any restrictions, all such restrictions were observed.

- VI. The Organization shall prepare the reports according to the attached reporting guidelines (“Exhibit B”). All report components should be dated and signed by an officer of the Organization.
- VII. The Organization is required to segregate the Grant in an account that is used only for charitable, scientific, literary, religious or educational purposes.



- VIII. The Organization agrees to maintain adequate financial and programmatic records. Records of receipts and expenditures under the Grant, as well as copies of reports submitted to the Foundation, should be kept for at least four years following completion of the Grant period. The Organization's books and records are to be made available for inspection by the Foundation or its designated representatives at reasonable times.
- IX. The Foundation shall include information regarding the Grant in its periodic public reports and may include such information in press releases or other publicly available materials.
- X. Additionally, the Organization agrees:
- A. To comply with all applicable laws or regulations in any jurisdiction in which it conducts activities.
 - B. To allow the Foundation to conduct an evaluation of the Organization and its programs related to the Grant. The evaluation may involve visits from the Foundation staff or representatives and discussions with employees or consultants of the Organization.
 - C. To cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish that it has observed all requirements of the law with respect to this Grant.
 - D. To notify the Foundation immediately of any anticipated or actual changes in the president, executive director or key personnel identified in the Grant proposal, award letter or this Grant Agreement. The Organization acknowledges that changes in the president, executive director or key personnel may trigger the Foundation's review and reassessment of the Organization's ability to meet the purposes of the Grant. Such

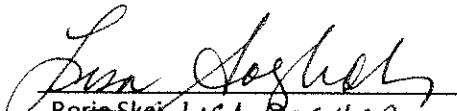
review may lead to additional grant provisions or other limitations for unexpended funds.

- E. To not use the Foundation name in any report or other document prepared for distribution outside the Organization, in either printed or electronic form, with the exception of listing the Foundation along with other donors in an annual report or Grant application.
 - F. To make any data, research, knowledge and other information developed with these Grant funds freely available to the Foundation, and hereby grants to the Foundation a perpetual license to all right, title and interest in any copyright and all other tangible and intangible property or ownership rights (including all renewals and extensions) relating to all materials created by or for the Organization in the performance of the specific deliverables described in Exhibit A. At the request of the Foundation, the Organization agrees to execute all necessary or appropriate documents and take all other reasonable steps to document or formalize such rights in these materials.
 - G. To not regrant any of the Grant Funds without specific approval of the Foundation.
- XI. The Foundation reserves the right, in its sole discretion, to discontinue funding of this Grant, if it is not satisfied with the expenditure of Grant funds by the Organization or the content of any written report required herein. The Foundation reserves the right to discontinue, modify, or withhold any payments due under this Grant, or to modify the terms of this Agreement, to comply with any law or regulation applicable to this Grant or to protect and maintain the Foundation's tax-exempt status under Section 501(c)(3) of the Code.

- XII. Failure by any party at any time to require performance by any other party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.
- XIII. This Agreement (a) constitutes the entire understanding of the Foundation and the Organization with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written; (b) is made exclusively with the Organization and may not be transferred or assigned to another organization or person without prior written approval of the Foundation; and (c) may be amended or modified only by a mutual written agreement of the parties.
- XIV. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by the laws of the District of Columbia.

Agreed to and accepted on behalf of Mountains Recreation and Conservation Authority dated:

7/19/2016.


~~Rorie Skel~~ LISA SOTHOR
Chief Deputy Executive Officer

Agreed to and accepted on behalf of the Windward Fund dated: _____.

 WINDWARD Fund

NVF-CONS-Mountains Recreation and-GA004421

EXHIBIT A- PROPOSAL AND BUDGET

The Antelope Valley Regional Conservation Framework (RCF) is part of a state-wide effort to pilot a new flexible conservation planning tool, to identify high priority conservation areas within a region that can be proactively protected, restored, and managed. These RCFs will identify wildlife, fisheries, and habitat conservation needs including conservation actions needed to address climate change and protect wildlife corridors on a regional scale. The RCFs will be an important tool to guide and coordinate public and private investments in habitat conservation, wildlife and fisheries recovery strategies, infrastructure planning and development, and compensatory mitigation for impacts to threatened and endangered species and other natural resources.

The RCFs are voluntary, non-regulatory tools that will serve a number of beneficial purposes, including support proactive conservation planning in advance of development pressures, which will help reduce potential conflicts that may arise at the individual project stage. In addition, RCFs may guide conservation investments by state, federal, local and private entities and provide a basis for the development of advance mitigation agreements.

Regional Conservation Frameworks can also be used as a foundation for future action for communities that want to develop more comprehensive plans such as Natural Community Conservation Plans (NCCPs) or regional Habitat Conservation Plans (HCPs).

With private foundation support and coordination by the Conservation Strategy Group, ICF has teamed with the Conservation Biology Institute (CBI) and Terry Watt Consulting to develop the draft Antelope Valley Regional Conservation Framework. CBI will provide support on key technical tasks including management of GIS data; providing consultant team, client, and stakeholder access to GIS information; an assessment of climate change vulnerability; and general advisory support on conservation issues in the Antelope Valley and greater West Mojave Desert. CBI will manage all relevant existing data and any new data in Data Basin, an online mapping interface that provides visual tools so that stakeholders and technical participants are able to easily interpret the data being used in the planning process. Terry Watt Consulting will lead stakeholder facilitation for the Antelope Valley RCF, with logistical support from ICF public outreach staff.

The Antelope Valley RCF will build on the data, analyses, and conservation strategies that were developed as part of the Desert Renewable Energy Conservation Plan (DRECP). This RCF will also dovetail with the stakeholder engagement that has been so important to the DRECP process. This RCF will distill the information in the DRECP for the RCF study area and create a framework that will expand the utility of that information beyond its current application for renewable energy planning. The proposed Antelope Valley Regional Conservation Framework (RCF) is scheduled to be completed in early 2017. Consultants, a steering

committee, and an advisory committee will deliver a draft plan to the California Department of Fish and Wildlife. Related State legislation integrates a primary government agency into a mitigation funding program.

The Desert and Mountain Conservation Authority (DMCA) is the probable primary government agency to hold and direct future mitigation funds for the proposed RCF. The DMCA offers both an ideal jurisdictional boundary and local board membership through the Antelope Valley Resource Conservation District. The DMCA is staffed by a combination of Santa Monica Mountains Conservancy, Mountains Recreation and Conservation Authority (MRCA), and Antelope Valley Resource Conservation District staff. Until a program of the magnitude of the RCF becomes integrated into the DMCA's finances, the DMCA will depend entirely on external staff support.

This proposal seeks funding for the MRCA's staff involvement in developing and completing the RCF on behalf of, and in concert with, the DMCA. The MRCA would in part provide planning, ecological, GIS, and administrative services towards this end. The MRCA would work with the existing consulting team. As the facilitating government entity, the DMCA also needs staffing to convene key public and planning committee meetings.

Windward Fund Budget Template

Grantee Name: Mountains Recreation and Conservation Authority
 Project Name: Antelope Valley Regional Conservation Framework - agency assistance
 Project Dates: 7/12/16 - 3/30/17
 Amount requested from Windward Fund: \$20,000.00
 Project/Program funding expected from other sources: -0-
 Total project budget: \$20,000.00



Proposed Project Budget	Windward Budget <Grant Period>	Total Project Budget <Grant Period>
Salaries		
<i>Diane Sacks</i>	2,300	2,300
<i>Marc Shores</i>	3,300	3,300
<i>Paul Edelman</i>	5,400	5,400
<u>Subtotal Salaries</u>	<u>11,000</u>	<u>11,000</u>
Payroll Taxes & Employee Benefits	<u>4,520</u>	<u>4,520</u>
Subgrants to other organizations		
<i>Mileage</i>	540	540
<i>Name of subgrantee</i>		
<u>Subtotal subgrants</u>	<u>540</u>	<u>540</u>
Travel, Conferences & Meetings		
<i>Name of expense</i>		
<i>Name of expense</i>		
<i>Name of expense</i>		
<u>Subtotal travel conferences and meetings</u>	<u>0</u>	<u>0</u>
Rent, utilities and communication costs		
<i>Name of expense</i>		
<i>Name of expense</i>		
<i>Name of expense</i>		
<u>Subtotal rent, utilities and communication costs</u>	<u>0</u>	<u>0</u>
Other Professional Services		
<i>Name of expense</i>		
<i>Name of expense</i>		
<i>Name of expense</i>		
<u>Subtotal other professional services</u>	<u>0</u>	<u>0</u>
Overhead (1)	<u>3,940</u>	<u>3,940</u>
Total Project/Program Budget (total should tie to total funding above)	20,000	20,000

IRS Defined Lobbying Expenses (2)

0	0
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Additional Instructions:

- (1) Please explain overhead calculation in the proposal narrative.
- (2) Lobbying Costs are defined in (a) below. If the Lobbying row of the financial report contains any amount other than 0, please provide details in the narrative.
- (a) for federal purposes, lobbying means carrying on propaganda, or otherwise attempting to influence legislation as defined by Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations. Please note that federally-defined lobbying is permitted to public charities to a limited extent.

EXHIBIT B- REPORTING GUIDELINES

Windward Fund Grantees are required to provide the following reports that document the progress of their projects:

Interim reports: due dates are indicated in agreement

1. Executive Summary (2 pages maximum), including the following information:
 - a. Goals and objectives
 - b. Results to date (progress of activities against project objectives)
 - c. Challenges encountered
 - d. Lessons learned
 - e. Project workplan with recommended adjustments
2. Budget summary that provides budgeted vs. actual expenditures to date.
3. Other relevant project information.

Final reports: due dates indicated in agreement

1. Executive summary (2 pages maximum), including the following information:
 - a. Review of goals and objectives
 - b. Achieved outcomes
 - c. Lessons learned
 - d. Completed project workplan
 - e. Next steps to further advance these objectives
 - f. Copies of any publications or media generated as a result of the project
 - g. The full report must include the following certification:

All activities by Mountains Recreation and Conservation Authority were and are consistent under the Internal Revenue Code Sections 501(c)(3) and 509(a)(1), (2) or (3). If any lobbying was conducted by Mountains Recreation and Conservation Authority (whether or not discussed in this report), Mountains Recreation and Conservation Authority complied with the applicable limits of Internal Revenue Code Sections 501(c)(3) and/or 501(h) and 4911. Mountains Recreation and Conservation Authority warrants that it is in full compliance with its Grant Agreement with the Windward Fund, dated July 12, 2016, and that, if the grant was subject to any restrictions, all such restrictions were observed.
2. Final financial accounting of budgeted vs. actual expenditures of all grant funding including the entire project budget and all sources of revenue and expenditures (including grassroots and direct lobbying expenditures, if applicable), in addition to Windward Funding.

All reports must be submitted electronically via our online grants management system. Please be sure to indicate the grant number in your reports. For questions regarding reporting requirements, please contact your project manager.

