

~~ORIGINAL~~
COPY

COOPERATIVE AGREEMENT
between the
**GOLDEN GATE NATIONAL PARKS CONSERVANCY,
COUNTY OF MARIN**
and the
MARIN COUNTY OPEN SPACE DISTRICT
for
**THE IMPLEMENTATION OF THE TAMALPAIS LANDS COLLABORATIVE
MEMORANDUM OF UNDERSTANDING**

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered by and between the COUNTY OF MARIN (COM), MARIN COUNTY OPEN SPACE DISTRICT (MCOSD), and the GOLDEN GATE NATIONAL PARKS CONSERVANCY (Conservancy), each of which may hereinafter be referred to as a "PARTY," or collectively the "PARTIES."

For good and valuable consideration, the Parties agree as follows:

Article 1. Background

- A. Mt. Tamalpais, is an iconic natural landmark in the San Francisco Bay Area, and an important source of drinking water, recreational opportunities, and ecologically significant protected natural habitats as part of the California Central Coast Biosphere Reserve (per 1992 MOU signed by the National Park Service (NPS), California State Parks, and the Marin Municipal Water District).
- B. MCOSD is a special district, established in 1972 and operating pursuant to the California Public Resources Code, that manages open space on and around Mt. Tamalpais.
- C. COM, through Marin County Parks (MCP), and MCOSD operates and maintains over 50 separate facilities for an estimated six million visitors per year. These facilities include open space preserves, regional and local parks, paved shared-use recreational pathways, landscape medians, playgrounds, boat ramps, beaches, and sport fields. Staff and volunteers directed by staff manage these areas while providing public education and other services. County parks also host numerous public and private groups providing recreational, educational, and interpretive programming for participants.
- D. The Conservancy is a California not-for-profit public benefit corporation organized and operated exclusively for charitable purposes, including a primary purpose to cooperate with the NPS and with other relevant public agencies and nonprofit organizations in accomplishing educational, interpretive, conservation, research, fiscal agency, planning, and improvement projects and programs.
- E. COM, MCOSD, and the Conservancy have entered into a Memorandum of Understanding (Hereinafter "MOU" included in this agreement as Attachment A) for the creation of the Tamalpais Lands Collaborative (TLC), dated March 21, 2014, acknowledging that the PARTIES may enter into further agreements to complete plans, programs, and services of mutual interest in furtherance of the MOU objectives.
- F. This agreement provides information in addition to the MOU regarding the working relationship between COM, MCOSD, and the Conservancy for all work performed under the TLC.
- G. This agreement may be accompanied by Project Statements as addenda that clarify the following items on a project by project basis including but not limited to:

- a. detailed terms and conditions applicable to the specific projects
- b. a description of the scope of work to be undertaken;
- c. a description of each PARTY's responsibilities;
- d. a description of the resources requested or required from each PARTY;
- e. key personnel;
- f. the schedule for completion;
- g. the sources of funding for the project;
- h. the scope of public involvement and regulatory compliance; and
- i. the level of cost sharing, which shall state the estimated cost, indirect cost rate, method of disbursement, payment information, and applicable appropriation and accounting data.

A sample template for a Project Statement is included as Attachment B to this Agreement.

Article 2. Purpose and Vision

- A. COM and MCOSD are seeking outside support, through a nonprofit partner, to cultivate, nurture and deliver philanthropic and volunteer support for its mission and goals; and
- B. The PARTIES believe a collective vision to preserve, restore, and interpret Mt. Tamalpais will galvanize public support, volunteerism, and philanthropy; and
- C. The PARTIES share overall goals to promote, advance, and secure philanthropic donations, government grants, and other sources of funds to increase resources in support of resource management, visitor experience, volunteer stewardship, research, and education; and
- D. COM and MCOSD do not have the financial and personnel resources to provide all of the programs and services of the kind desired and described in the "One Mountain, One Vision" document and herein described and therefore desire that the Conservancy, under the general oversight of and subject to the approval of the Marin County Board of Supervisors and MCOSD's Board of Directors, provide supplemental support and organizational infrastructure to expand, develop, establish, and operate various programs and services that may be prioritized and implemented over time; and
- E. COM, MCOSD and the Conservancy desire to enter into an agreement to enhance existing and provide for future planned projects and programs on COM and MCOSD lands, and to memorialize and set the terms of a cooperative relationship to plan and implement future projects and activities.

The PARTIES agree that this Agreement shall clarify the working relationship between PARTIES and benefit the PARTIES through greater efficiency and cost savings derived from cooperative fundraising, resource stewardship, project management and implementation, education and outreach.

GENERAL TERMS

Article 3. Statement of Work

- A. The terms of the Memorandum of Understanding among COM; MCOSD; the National Park Service; the State of California, Department of Parks and Recreation's Marin District; and the Golden Gate National Parks Conservancy for the Creation of the Tamalpais Land Collaborative (MOU) are incorporated herein. If there is a conflict between the MOU or the Agreement, the terms of the Agreement shall apply.

B. To the extent deemed appropriate, each PARTY, at its own discretion, shall:

1. Utilize their respective resources, staff, equipment, and facilities for the common protection, enhancement, and restoration of resources contained within COM and MCOSD lands, as well as for the appropriate enjoyment and appreciation of the same by the public.
2. Designate staff as needed for purposes of working cooperatively to develop shared work plans, prioritize and manage projects, plan and execute programs, and discuss and resolve coordination matters. Executive management staff will resolve substantive issues, including those not resolved at the staff level.
3. To the extent practicable and subject to this Agreement, develop and employ operating procedures and standards to ensure accomplishment of agreed upon activities, subject to COM and MCOSD oversight and approval of the Marin County Board of Supervisors and MCOSD's Board of Directors. This may include, but is not limited to: resource monitoring and restoration, community engagement, interpretation and publications, volunteer management, resource management, research, project design and construction, planning, trail improvements, and signage.
4. To the extent practicable, produce, review and approve documents for this partnership by cooperative means. Existing COM and MCOSD plans will serve as current direction, pending their revision or replacement. The PARTIES shall coordinate review of other documents that affect their collective interests.
5. Designate equipment and facilities as necessary for purposes of implementing this Agreement and meeting operational priorities.
6. Enter into Addenda to this Agreement for other specific activities and areas of responsibilities as needed. Any Addenda shall hereby incorporate the applicable provisions of this Agreement and the TLC MOU dated March 21, 2014 and the provisions of said Addenda are hereby incorporated. Any Addenda to this Agreement must be approved by the Marin County Board of Supervisors, MCOSD Board of Directors, and Conservancy President and Chief Executive Officer.

C. COM and MCOSD, in consultation and cooperation with the Conservancy, shall carry out the objectives of this Agreement including, but not limited to, the following:

1. Provide information regarding COM and MCOSD planned priority projects that require additional philanthropic support to implement, for the purpose of identifying philanthropic resources.
2. Ensure that planned visitor services and improvements are compatible with COM and MCOSD's mission, as well as its plans, policies, operations, and safety and security requirements including the Marin County Code, the Marin County Open Space District Code, Board Policies, and Management Plans.
3. Provide Marin County Board of Supervisors and MCOSD Board of Directors review and approval of the construction of new facilities; any major modification of use or physical alteration of existing facilities, lands or resources; and any proposed plans for projects located within or affecting COM and MCOSD lands and any projects in which COM and MCOSD will participate.

4. Provide staff support, advisement, and expertise on required compliance and statutory requirements and, upon review and as appropriate, issue environmental documents, consistency determinations, research or other permits as required.
 5. Permit the Conservancy to conduct mutually agreed upon projects, programs, and other activities on COM and MCOSD properties and share COM and MCOSD equipment, when approved by the MCP Director and MCOSD General Manager, to accomplish shared goals.
 6. Contribute staff and resources to priority planning, projects, and programs of COM and MCOSD lands, as available and with the approval of the MCP Director and MCOSD General Manager.
 7. Provide, when practicable, information, resources, material, staff expertise, and access to historic collections and oral histories that may be relevant to improving the interpretation and visitor experience of Mt. Tamalpais.
 8. Monitor programs and services provided by the Conservancy in the furtherance of this Agreement, provided that, in all situations requiring the written approval of COM and MCOSD unless specified otherwise, every attempt shall be made by COM and MCOSD to give said approval, disapproval or other determination in response to the Conservancy request within sixty (60) days of receipt thereof by COM and MCOSD.
- D. The Conservancy, in consultation and cooperation with the COM and MCOSD, shall carry out the objectives of this Agreement including, but not limited to, the following:
1. Serve as the philanthropic lead to cultivate and secure philanthropic contributions from individuals, foundations, corporations, government grants, mitigation fund sources, and sources of pro bono expertise relative to the purposes of the Agreement.
 2. Serve as primary spokesperson to all donors, grantors, volunteers, or other external funding sources and provide for donor appreciation, other communications, meetings, and funding reports for projects and programs developed under this Agreement.
 3. Work closely with COM and MCOSD staff to support the inventory of shared program opportunities, expansion of existing and development of new program priorities that build on the momentum of existing COM and MCOSD programs.
 4. As practicable, facilitate the planning, funding, and completion of COM and MCOSD-approved projects by using non-COM and MCOSD funds or by leveraging limited amounts of COM and MCOSD funds, when available.
 5. Bring specialized knowledge of fee-based visitor programs and facilities, interpretive sales, community outreach, and philanthropy to planning and projects advanced through this Agreement.
 6. Identify, develop, and administer a platform to strategically partner with environmental groups across the watershed for stronger coordination of volunteer capacity, fundraising, planning, and knowledge sharing.
 7. Collaboratively maximize educational opportunities provided within the watershed, possibly including guided hikes, docent programs, workshops/symposia and/or lectures focused on the ecology and resources of Mt. Tamalpais as well as emerging regional issues.

- ~~8. Operate in accordance with COM and MCOSD policies and regulations, and MCOSD Board of Directors and Marin County Board of Supervisors direction.~~
9. Not engage in advocacy regarding COM and MCOSD plans or policies.
10. Not consider the employees of the Conservancy to be agents or employees of COM or MCOSD, and Conservancy employees and agents are not entitled to participate in any COM or MCOSD pension plan, insurance, bonus, or similar benefits COM or MCOSD provides its employees.

Article 4. Philanthropic Approach and Expenditure of Funds and Resources

- A. The Conservancy shall work closely with COM, MCOSD, and community volunteers to identify funding sources for priority collaborative projects and activities identified under this Agreement. In light of the Conservancy's unique fundraising capability and experience as a philanthropic organization, it shall assume responsibility for carrying out fundraising feasibility assessments, campaigns, and activities.
- B. The PARTIES agree that funds and resources shall be allocated and shared as follows:
 1. The Conservancy will restrict contributions to specific projects and programs when requested by a donor or donors, provided these funds benefit the general interests of the Agreement.
 2. All funds received and all funds expended by the Conservancy under this Agreement shall be maintained as specific accounts through the Conservancy.
 3. The Conservancy will report on the status of funds relative to this Agreement to COM and MCOSD on an annual basis or upon specific request, though no more frequently than quarterly.
 4. The Conservancy shall cover direct costs of its staff, consultants, communications materials, and other expenses specifically hired, allocated, or procured for the purposes of this Agreement from funds raised for the Tamalpais Lands Collaborative.
 5. The Conservancy will provide the general services of all Conservancy staff at no cost to COM and MCOSD unless approved by the Marin County Board of Supervisors or the MCOSD Board of Directors.
 6. COM and MCOSD shall make available administrative and project office space, sufficient for joint operations, at no cost to the Conservancy if space is available and upon approval by the Director of MCP and MCOSD General Manager.
 7. The Conservancy will maintain all financial accounts for philanthropic and external funds, supporting and ensuring their compliance with GAAP (Generally Accepted Accounting Principles) and FASB (Financial Accounting Standards Board) standards, including filing of all state and federal reports.
 8. The Conservancy will conduct an annual financial audit and provide independent auditor's report and financial statement upon request.

9. The capability of the COM and MCOSD to provide financial assistance, if at all, shall be determined on a year-by-year, project-by-project, and program-by-program basis, and is subject to the availability of funds and the discretion of the Marin County Board of Supervisors or the MCOSD Board of Directors.
10. The commitment of COM, MCOSD and/or Conservancy funds in furtherance of this Agreement may be described in addenda, AKA "Project Statements," to this Agreement that include details of a collaborative project or program including the items described in Article 1 G. When work to be accomplished is mutually agreed upon by both PARTIES, the Project Statement shall be consummated by obligating COM, MCOSD and/or Conservancy funds. Project Statements shall inform the development of any contract or agreement between COM, MCOSD and Conservancy. An example of a Project Statement template is included here as Attachment B.
11. COM, MCOSD, and the Conservancy shall agree to the projected costs of component projects, and determine the level of funding available when developing future contracts, agreements, Project Statements or other means of sharing funding to support collaborative projects or programs.
12. Fees and assessments for late payments shall be waived, subject to any applicable laws. All direct costs relating to a specific project shall be reimbursed by the PARTIES as mutually agreed upon in contract or agreement.
13. Each of the PARTIES agrees to make good faith efforts to implement this Agreement and will contribute use of its available staff, equipment, and facilities at its discretion and as mutually agreed upon toward implementation of this Agreement, but nothing in this Agreement shall be construed as obligating the PARTIES in the expenditure of funds, staff, property, or other resources. The PARTIES agree that implementation of this Agreement is subject to funding and staff limitations, as well as other priorities of each Party.
14. Any tools, equipment, material, or other personal property shall remain the property of the party that supplied them.

Article 5. Reports

- A. Accounting System: The Conservancy maintains an accounting system which identifies all revenues, expenses, assets, liabilities, and net-assets in accordance with current Generally Accepted Accounting Principles (GAAP) and in compliance with all applicable FASB (Financial Accounting Standards Board) standards. The Conservancy shall administer all financial functions. All revenues and expenses associated with capital projects, restoration efforts, program support, retail, visitor experience activities or related functions, and all underwriting, sponsorship, and support shall be recorded and managed by the Conservancy. All assets and liabilities shall be recorded and managed solely by the Conservancy. Detailed accounting records shall be maintained in a manner that easily satisfies reasonable reporting requirements of either party and is consistent with current provisions of GAAP.

The Conservancy shall annually submit a Statement of Financial Activities (including gross sales, cost of merchandise, labor costs, and other related expenses) for all donations, sales, programs, activities, and sales covered by this Agreement.

The Conservancy shall also submit separate audited financial statements for the preceding fiscal year to COM and MCOSD. Such statements shall be submitted to COM and MCOSD

upon completion of the Conservancy's annual audit. The financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant who has been certified or licensed in the State of California and is mutually agreed to by the PARTIES.

- B. Inspection of Records: COM, MCOSD, and any of their duly authorized representatives shall, until the expiration of five (5) calendar years after the close of the business year of the Conservancy and its cooperators and contractors, have access to and the right to examine any of the pertinent books, documents, papers, and financial records related to this Agreement, including Federal and State information returns.
- C. Annual Reports: The Conservancy shall prepare and submit to the COM and MCOSD an annual report of the Conservancy's activities after the close of each Conservancy fiscal year during the term of this Agreement. The report shall include, but need not be limited to the following:
1. Statement of achievements during the preceding year;
 2. Description of activities and services offered in furtherance of this Agreement;
 3. Financial statements as required above;
 4. Other information as may be requested by COM and MCOSD.

Article 6. Indemnification

- A. The Conservancy hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state, and local laws and COM and MCOSD ordinances, policies, standards, and practices. It is understood that acceptance of the Conservancy's work by COM and MCOSD shall not operate as a waiver or release.
- B. COM, MCOSD, and the Conservancy shall each indemnify, defend, save, and hold harmless the other Party, its Directors, Officers, employees, agents, and volunteers from any and all claims; demands; damages; losses; penalties; fines; costs; liabilities; causes of action; orders; judgments; expenses for any loss or destruction of, or damage to, any property; or for the death of or injury to any person, of any nature whatsoever and by whomever made, which may arise out of the actions or inactions, or the contract responsibilities, of the indemnifying Party.
- C. This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for COM and MCOSD or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Article 7. Insurance

A. General

1. The types and amounts of insurance coverage purchased by the Conservancy shall, as a minimum, meet requirements detailed in this Article. Said insurance shall be reviewed annually for adequacy by the MCOSD or COM. MCOSD or COM reserves the right to direct adjustments in the Conservancy's insurance program, after consultation with the Conservancy, as COM or MCOSD deem necessary to insure the protection of its interests.

2. The Conservancy shall annually, or at the time insurance is purchased, provide COM or MCOSD with Certificates of Insurance, to evidence compliance with this section and shall provide COM or MCOSD thirty (30) days advance written notice of any material change in the Conservancy's approved insurance program hereunder.
3. COM and MCOSD will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Conservancy proves to be inadequate or otherwise insufficient for any reason whatsoever.
4. All insurance policies required by this Agreement shall specify that the insurance companies shall have no right of subrogation against COM or MCOSD; and shall provide that COM or MCOSD, their Directors, officers, employees, and agents are named as additional insured; and shall provide that the insurance companies shall have no recourse against COM or MCOSD for payment of any premiums or assessments.
5. The Conservancy shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.
6. Non-employees of COM or MCOSD may not drive any COM or MCOSD owned or leased vehicles. This is against County Policy (AR 1.22 Vehicle and Safe Driving Policy) and COM and MCOSD liability coverage does not extend to any person or agency outside COM or MCOSD.

B. Workers' Compensation Insurance

1. The Conservancy shall furnish to COM or MCOSD satisfactory proof, for the period covered by the proposed contract, of workers' compensation insurance with an insurance carrier satisfactory to COM or MCOSD in advance of entering into any contract or agreement with COM or MCOSD. Such insurance shall cover all persons employed by the Conservancy or should Conservancy use subcontracted labor, Conservancy shall be responsible to obtain proof of California Workers' Compensation coverage for subcontracted entities per #4 below.
2. All workers' compensation policies shall be endorsed with the following specific language:

"This policy shall not be cancelled without first giving thirty (30) days prior notice to the County of Marin and/or the Marin County Open Space District (whichever applies) by certified mail."
3. Employees of another entity beside COM or MCOSD have no recourse against COM or MCOSD under COM and MCOSD's workers' compensation program and workers' compensation is an exclusive remedy in the State of CA.
4. The Conservancy shall require all subcontractors similarly to provide proof of Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees.

C. Commercial General Liability Insurance

1. The Conservancy shall purchase and maintain during the term of this Agreement Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Conservancy in carrying out the activities authorized by this Agreement.

- ~~2. Such insurance shall be set by COM and MCOSD at \$1M per occurrence with a \$2M annual aggregate at a minimum and may be increased commensurate with the degree of risk and the scope and size of specific projects undertaken and activities authorized herein.~~
3. Conservancy shall furnish to COM or MCOSD, satisfactory proof of the Commercial General Liability insurance required herein, which shall be provided either by insurers admitted to do business in the State of California with at least an A.M. Best rating "A" or by non-admitted insurers with at least an A.M. Best rating of "A", to protect against losses from liability for damages on account of bodily injuries, death, and/or property damage (including loss of use suffered or alleged to have been suffered by any person or persons), caused by or arising from the Conservancy's performance under this Agreement. COM or MCOSD shall have the right to approve/disapprove any insurance carriers or forms.
4. The Conservancy shall provide Personal Injury/Bodily Injury and Property Damage Insurance for all activities of the Conservancy and its subcontractors arising out of or in connection with this Contract, written on a commercial liability form including contractor's protective coverage and completed operations insurance in a amount not less than \$1,000,000 combined single limit for each occurrence. The PARTIES anticipate that the Conservancy shall provide additional insurance for specific projects undertaken which will be evaluated at that time in terms of the insurance amounts required by COM or MCOSD.
5. The Conservancy shall also provide COM or MCOSD with automobile insurance including non-owned automobile liability coverage in an amount not less than \$1,000,000 per occurrence. COM or MCOSD may require the Conservancy to provide additional insurance based upon the risk involved in any specific project undertaken by the PARTIES.
6. The Conservancy shall provide COM or MCOSD with crime insurance which includes coverage for money and security losses, employee dishonesty, forgery and alteration, computer fraud, and funds transfer fraud in the amount of \$500,000 or up to policy limits, whichever is greater.
7. Additional Requirements Commercial General Liability Insurance and Automobile Liability Insurance:
 - A. In addition to a satisfactory certificate of insurance, a list of the exclusion endorsements in the policy must be provided. Coverage must be provided for subsidence, explosion, collapse, and underground excavation (General Liability).
 - B. The Insurance requirements under the Agreement shall be the greater of (1) the full insurance coverages and limits carried by the Conservancy, including applicable Umbrella or Excess coverage limits, or (2) the minimum Insurance requirements shown in this Agreement. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required here. No representation is made that the minimum insurance requirements required in the Agreement are sufficient to cover the obligations of the Conservancy under this Agreement.

C. The Commercial General Liability must be an occurrence form, rather than claims made.

D. The insurance carriers must be financially credible, with a rating from A.M. Best of at least "A".

E. The Conservancy shall provide either COM's or MCOSD's Additional Insured Endorsement form (attached as Exhibit A) or CG 20 10 04 13 and CG 20 37 04 13 forms that contain the following endorsements:

- i. Names County of Marin or the Marin County Open Space District, its officers, directors, officials, agents, employees and volunteers, and subcontractors, construction managers and subcontractors, and other consultants as additional insureds.
- ii. Insurance shall be primary concerning COM or MCOSD, and any insurance or self-insurance maintained by COM or MCOSD shall not be required to contribute with it.
- iii. Notice of cancellation as follows: The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to COM or MCOSD.

COM and MCOSD must be identified separately as additionally insured. Additional Insured coverage must extend to all COM and MCOSD employees, officers and others. Categories of employees and others covered may not be separated out. Each such policy shall be endorsed with an "Additional Insured Endorsement" form.

D. Additional Insurance Coverage

1. The Conservancy shall also obtain the following additional coverage:
 - a. The Conservancy shall purchase and maintain during the term of this Agreement extensions of the Comprehensive General Liability coverage which provide, at the same limits, Product Liability and Contractual Liability and Liquor Liability if liquor is served.
 - b. The Conservancy shall require all contractors and agents acting under the provisions of sub agreements with the Conservancy to carry insurance at levels approved by COM or MCOSD during the course of the subcontractors' activities related to this Agreement, or that such activities are covered by the Conservancy's insurance.

Article 8. Health and Safety

A. The Conservancy shall provide for the safety of its employees, contractors, field program staff, volunteers, and the general public in their use of any the COM or MCOSD property or facilities under this Agreement. The Conservancy shall take such steps as are necessary to ensure a safe and healthful work environment for its employees, contractors, volunteers, and the general public.

1. The Conservancy shall designate a staff person with authority to represent and to carry out the Conservancy's responsibilities for health and safety under this Agreement.

2. The Conservancy must also comply with current applicable requirements promulgated by the United States Department of Labor pursuant to the Occupational Safety and Health Act of 1970 (OSHA) and California OSHA, and with those provisions outlined in the District's safety policies.
 3. The Conservancy shall, in consultation with COM or MCOSD and other appropriate officials, participate in a regular program of Fire and Safety Inspections covering all facilities and programs authorized under this Agreement.
 4. The Conservancy shall provide and maintain adequate first aid equipment and qualified personnel to serve the potential needs of the Conservancy's employees, volunteers and the public in the use of any facilities assigned to the Conservancy under this Agreement.
 5. The Conservancy shall take immediate steps to correct health and safety and sanitation infractions called to its attention by COM, MCOSD, and other Federal, State, or local inspection officials when such infractions, in the reasonable opinion of the inspecting official, pose an immediate threat to the health and/or safety of persons or property.
 6. The Conservancy shall take steps to ensure that all accidents involving personal injury (other than minor first aid) and/or property damage and all fires occurring within the facilities assigned under this Agreement are reported immediately to COM's or MCOSD's authorized representative.
- B. The Conservancy shall be responsible for the security of any buildings that may be assigned under this Agreement and property contained therein. Discovery of any break in or other criminal act shall be immediately reported to COM's or MCOSD's authorized representative.
- C. COM or MCOSD will provide appropriate levels of day-to-day routine law enforcement and shall undertake to enforce, as deemed appropriate, all applicable laws and regulations pertaining to the conduct of persons at activities conducted by the Conservancy.
- D. The Conservancy shall propose a safety plan which includes traffic control plans for projects located on COM or MCOSD roads and trails. Those plans are subject to COM or MCOSD review and approval.

Article 9. Miscellaneous

- A. Use of Area: This Agreement is entered into by the Conservancy with the knowledge that the historic, natural, and recreational qualities of COM and MCOSD lands are to be preserved. The Conservancy shall not use any premises, or exercise any of the rights or privileges herein provided for, except to the extent necessary for the purposes of this Agreement and unless authorized in advance by COM or MCOSD.
- B. Non-Profit Status: During the term of this Agreement, the Conservancy shall retain its non-profit status pursuant to the Non-Profit Corporation Law of the State of California. Loss of this status shall be cause for termination of this Agreement. This provision does not apply to any financially independent subsidiary of the Conservancy.
- C. Taxes: Any and all taxes which may be lawfully levied by the State of California or its political subdivisions upon the property or business of the Conservancy shall be paid by the Conservancy based on terms and conditions imposed by the taxing agent. No delinquencies shall be allowed to accrue. Delinquencies are grounds for termination of this Agreement.

- D. Officials Not To Benefit: In connection with the performance of work under this Agreement, the Conservancy agrees not to employ, enter into any contract with, or provide any benefit arising from this Agreement to, employees and/or members of the Board of Trustees of the Conservancy or COM or MCOSD Directors, officers, or employees.
- E. Nondiscrimination: The Conservancy shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.
- F. Interns and Volunteers: All volunteers working on COM or MCOSD lands shall sign a release/waiver of liability. A release/waiver of liability does not extend Workers' Compensation coverage to a volunteer. COM's and MCOSD's individual general liability policies extend only to interns and volunteers registered with the Marin County Department of Human Resources who perform services on behalf of COM or MCOSD. Registered County volunteers are covered for workers' compensation under the County's self-insurance program pursuant to Marin County Board of Supervisors Resolution.
- G. Dispute Resolution: Any dispute or claim in law or equity between COM or MCOSD and Conservancy arising out of this agreement, if not resolved by informal negotiation between the PARTIES, shall be mediated by the PARTIES. The PARTIES shall mutually select a mediator. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution. If there is no possibility of resolution through the mediation process, either party may avail itself of all available remedies.
- H. Headings: The headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- I. Invalidity: If any provisions of this Agreement or its application to any person or any circumstances shall be invalid and unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.
- J. Integration Clause: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the Agreement.
- K. Notices:
1. Any notice which the Conservancy may desire or may be required hereunder to give or deliver to COM or MCOSD shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to Director and General Manager, Marin County Parks and the Marin County Open Space District, 3501 Civic Center Drive, San Rafael, CA 94903, or such other person and/or address as COM or MCOSD may designate by written notice to the other the Conservancy. The time of delivery of such notice shall be deemed to be the time when the same is received.
 2. Any notice which COM or MCOSD may desire or may be required hereunder to give or deliver to the Conservancy shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to Executive Director, Golden Gate National Parks Conservancy,

Building 201, Fort Mason, San Francisco, CA 94123 or such other person and/or address as the Conservancy may designate by written notice to the other PARTIES. The time of the delivery of such notice shall be deemed to be the time when the same is received.

Article 10. Term of Agreement

- A. This Agreement shall remain in effect for a period not to exceed ten (10) years or until June 30 2024, unless prior thereto it is terminated or modified pursuant to the provisions of Article 9 hereof or of any applicable law or regulation.
- B. The PARTIES may elect to renew this agreement for an additional five (5) year term by doing so in writing, and attaching an amendment to this agreement.

Article 9. Modification and Termination

- A. **Modification:** This Agreement may only be modified by written mutual agreement of the PARTIES which include mutual consent and signatures of all PARTIES. Request for modifications will be forwarded in writing by one party to the other, enclosing the proposed form of modification, at least sixty (60) days prior to the proposed date of said modification(s).
- B. **Assignment/Delegation:** Neither party hereto shall assign, or transfer any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- C. **Severability:** Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.
- D. **Termination:**
 - 1. **Termination for Cause:** Termination of the Agreement means the cancellation of this Agreement, in whole or in part, at any time prior to the completion of the Term of the Agreement. Either party may terminate this Agreement in whole or in part at any time, whenever such party reasonably determines that the other party has failed to comply with the conditions of the Agreement. The terminating party shall notify the other party in writing of such determination and the reasons for the termination, together with the effective date of the termination which must provide at least ninety (90) days' notice and opportunity to correct the perceived failure. The Conservancy shall not incur new obligations after receipt of such termination notice and shall cancel as many outstanding obligations as possible. Payments made to the Conservancy or recoveries by COM or MCOSD under Agreements terminated for cause shall be in accordance with the legal rights and liabilities of the PARTIES.
 - 2. **Termination for Convenience:** Notwithstanding the Termination for Cause provision contained above, this Agreement may be terminated in whole or in part whenever the Conservancy, COM, or MCOSD determines, in its sole discretion, that the continuation of the Agreement or any part of it will not produce beneficial results commensurate with the further expenditure of funds. The Conservancy and COM or MCOSD shall agree upon the termination conditions, including the effective date of such termination and, in the case of partial termination, the portion of the work to be terminated.

In the event that the Conservancy and COM or MCOSD cannot agree on such termination conditions, they each reserve the right to unilaterally terminate the Agreement by giving 30 days written notice of termination to the other party. The Conservancy shall not incur new obligations for the terminated portion after the effective date of such termination notice and shall cancel as many outstanding obligations as possible.

Article 11. Multiple Originals, Counter Parts

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Article 12: Authorized Signatures

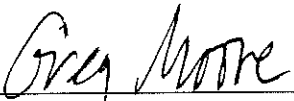
A. For the Conservancy:

Greg Moore
President & CEO
Golden Gate National Park Conservancy
Fort Mason, Building 201
San Francisco, CA 94123

B. For County of Marin and Marin County Open Space District:

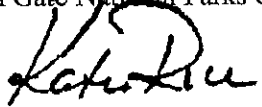
Katie Rice
President, Board of Supervisors
President, Board of Directors of the Marin County Open Space District
3501 Civic Center Drive
San Rafael, CA 94903

IN WITNESS HEREOF, the PARTIES hereto have signed their names and executed this Cooperative Agreement.



Greg Moore
President & CEO
Golden Gate National Parks Conservancy

Date 09/23/15



Katie Rice
President, Board of Supervisors
County of Marin

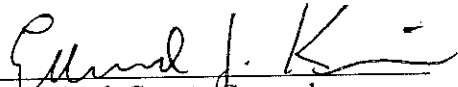
Date 7/28/15

Attest:



Clerk of the Board

(See signature for MCOSD next page)

Approved as to form:


Steven Perl, County Counsel

Date 7/21/15


Katie Rice
President, Board of Directors
Marin County Open Space District

Date 7/28/15

Attest:


Secretary, Open Space District

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

among

MARIN MUNICIPAL WATER DISTRICT

and

THE NATIONAL PARK SERVICE

and

THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION,

MARIN DISTRICT

and

MARIN COUNTY OPEN SPACE DISTRICT

and

MARIN COUNTY PARKS

and

GOLDEN GATE NATIONAL PARKS CONSERVANCY

for

THE CREATION OF THE TAMALPAIS LANDS COLLABORATIVE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this date MARCH 21, 2014, by and among the Marin Municipal Water District (MMWD), the National Park Service (NPS), the State of California, Department of Parks and Recreation (State Parks), the Marin County Open Space District (MCOSD), Marin County Parks (MCP) and the Golden Gate National Parks Conservancy (Conservancy). Each entity is a "PARTY" to this MOU and all entities are considered "PARTIES" to this MOU.

For good and valuable consideration, receipt of which is hereby acknowledged, the PARTIES agree as follows:

I. RECITALS

Article 1. Background

WHEREAS:

- Mt. Tamalpais is an iconic natural landmark in the San Francisco Bay Area, and an important source of drinking water, recreational opportunities, and ecologically significant protected natural habitats as part of the California Central Coast Biosphere Reserve (per 1992 MOU signed by NPS, State Parks, and MMWD); and
- MMWD is a public agency established in 1912 that provides high-quality drinking water to residents in south and central Marin County from its watershed lands including, 18,600 acres in the Mt. Tamalpais Watershed (Marin Municipal Water District Code); and
- Mt. Tamalpais Watershed is one of Marin's most valuable natural resources, providing and protecting the major source of domestic water for Marin residents. Besides this primary purpose, the watershed is held in trust as a natural wildland of great biological diversity, as scenic open space and as an area for passive outdoor recreation for Marin and much of the Bay Area. Passive outdoor recreation is defined as those activities that are based on nature and that require little or no development or facilities; and
- Golden Gate National Recreation Area (GGNRA) was established in 1972 "...in order to preserve for public use and enjoyment certain areas of Marin and San Francisco Counties, California, possessing outstanding natural, historic, scenic, and recreational values. The [NPS] shall utilize the resources in a manner which will provide for recreation and educational opportunities"; and
- GGNRA comprises over 80,000 acres of interlocking local, state, and national parks and private lands and is administered by the U.S. Department of the Interior, through the NPS, which cooperates with partners to preserve unimpaired the natural and cultural resources and values of the national park system for the enjoyment, education, and inspiration of this and future generations throughout the communities surrounding these parks, including Mt. Tamalpais, and extending around the U.S. and the world; and
- State Parks is a public agency responsible for managing nearly 1.4 million acres of protected lands in the State of California, including 6,300 acres in Mt. Tamalpais; and
- Mt. Tamalpais State Park is within the legislative boundaries of the GGNRA; and

-
- MCOSD is a special district, established in 1972 and operating pursuant to the California Public Resources Code, that manages open space on and around Mt. Tamalpais; and
 - MCP operates and maintains over 50 separate facilities for an estimated three million visitors per year. These areas include regional and local parks, bike paths, County Service Areas (CSAs), landscape medians, playgrounds, boat ramps, beaches, and sport fields. Staff, volunteers and seasonal staff manage these areas while providing public education and other services. County parks also host numerous public and private groups providing educational and interpretive programming for participants.
 - All PARTIES demonstrated successful collaboration in the creation of the Redwood Creek Watershed Vision (July 2003), which is within Mt. Tamalpais, and have pooled federal, state and philanthropic funds, staff and agency resources to successfully implement projects according to that Vision; and
 - GGNRA and State Parks have a Cooperative Management Agreement (G8064090029, 2009) in place for the cooperative management of the GGNRA, Muir Woods National Monument, Angel Island State Park, and Mt. Tamalpais State Park; and
 - The Conservancy is a National Park Service "Friends Organization" with an NPS Cooperative Agreement (1443 CA 8140-98-001 signed October 24, 1997 to support planning, design and implementation of park projects; to support volunteerism and seek philanthropy for park projects and programs; and to work with the community and other partners to fulfill the NPS mission at the GGNRA; and
 - The Conservancy is a California nonprofit public benefit corporation organized and operated exclusively for charitable purposes, including a primary purpose to cooperate with the NPS and with other relevant public agencies and nonprofit organizations in accomplishing educational, interpretive, conservation, research, fiscal agency, planning, and park improvement projects and programs; and
 - The Conservancy is authorized to provide interpretive services, sales, publications, media, and fee-based interpretive programs under the Cooperating Association Agreement signed January 10, 2000 as well as support to planning, resource management, park improvements, volunteerism and philanthropy under the Cooperating Association Agreement dated November 16, 2010; and
 - The Conservancy has a Partnership Donation and Matching Fund Agreement dated February 11, 2013 between State Parks and the Conservancy for the maintenance and operation of Mt. Tamalpais State Park and other State park lands within the boundary of the GGNRA; and

-
- The Conservancy has developed capacities through years of experience working with governmental partners such as the NPS, Presidio Trust, the Golden Gate Bridge, Highway and Transportation District, and others; and
 - The Conservancy brings 25 years of expertise and success in building campaigns, initiatives, and philanthropic/volunteer support that result in effective public/private partnerships and achieve the goals of public agency partners; and
 - The Conservancy is qualified and willing to facilitate the further development and administration of programs and services that bring public and private donations of time, services, and funds to support the lands of Mt. Tamalpais and involve the community in education, restoration, conservation, recreation, and other activities of benefit.

Article 2. Purpose and Vision

WHEREAS:

- The PARTIES hereto desire to work cooperatively in developing plans, programs, and services consistent with these goals, and applicable federal laws, state laws, and district and county ordinances and regulations, as well as the approved plans and policies of each of the PARTIES; and
- The PARTIES recognize that these mutual goals can be better achieved through effective cooperation and communication among all PARTIES where planning, compliance, and implementation are coordinated and each of the PARTIES brings unique talents and resources; and
- The PARTIES desire to develop additional financial and personnel resources and organizational infrastructure to develop, establish, and operate various programs and services that will be prioritized and implemented over time; and
- The PARTIES conclude that due to the connectivity of local, state, and federal lands in Mt. Tamalpais, and the similarities of their missions and purposes, this partnership can enhance the common protection of park resources, monitoring, and stewardship of natural and cultural resources, as well as the appropriate enjoyment of the same by the public; and
- The PARTIES would benefit through greater efficiency and cost savings derived from cooperative planning, programming, fundraising, resource stewardship, signage, project management and implementation, education, and outreach; and
- The residents of Marin and constituents, visitors, and volunteers to Mt. Tamalpais envision, care for, and enjoy Mt. Tamalpais as interconnected lands; and

-
- A collective vision to preserve, restore, and interpret Mt. Tamalpais will galvanize public support, volunteerism, and philanthropy; and
 - The PARTIES are empowered by various federal, state, municipal, and private codes to enter into this agreement.

II. AGREEMENT

Article 1. Statement of Goals

A. The PARTIES agree that they share mutual overall goals to:

1. Preserve and restore the natural, historic, and scenic resources of Mt. Tamalpais.
2. Improve the understanding and appreciation of Mt. Tamalpais and adjacent protected areas by the visiting public and nearby communities.
3. Connect the public to the value of Mt. Tamalpais and the conservation of watershed resources through educational programs, interpretive materials, seminars, convenings, volunteerism, and philanthropy.
4. Improve the enjoyment of parklands, the watershed, and other protected areas by the visiting public.
5. Provide for a more seamless visitor experience across MMWD, county, state, and national park lands.
6. Enhance existing or develop new plans, programs, services, materials, and activities to enable a range of interpretive, educational, and visitor experiences, and improved visitor facilities on Mt. Tamalpais and adjacent protected areas.
7. Facilitate cooperative research and resource management initiatives and disseminate findings to the public.
8. Promote, advance, and secure philanthropic donations, government grants, and other sources of funds to increase resources of the PARTIES.
9. Promote, advance, and secure volunteer support for the purposes of the MOU.

Further that in order to advance and secure philanthropic and volunteer support for the purposes above, the PARTIES agree that this MOU builds on past success and the resources and talents of each PARTY to establish the "Tamalpais Lands Collaborative," advancing the goals of all PARTIES and providing the opportunity for philanthropic support.

Article 2. Joint Responsibilities

A. All PARTIES agree to undertake the following responsibilities in carrying out the objectives of the MOU:

1. Participate in planning and project teams relevant to achieving the goals of this MOU.
2. Work collaboratively and provide for timely review of all proposed plans under this MOU.
3. Work to engage all PARTIES in a collaborative manner where plans, programs, and services intersect with their approved plans, relate to their mission and purpose, affect their lands, are subject to their jurisdiction, or require their approval, permit, or compliance.
4. Provide lists and descriptions of priority projects and programs to the PARTIES, consistent with relevant plans and policies that serve each PARTY's interest or all PARTIES' interests as a whole and that are deemed potentially eligible for philanthropic, volunteer, and external support.
5. Provide agency support and guidance as necessary for implementation when projects or programs are supported by philanthropic, volunteer, and external support.
6. Agree that the specific plans, programs, and services to achieve mutual objectives will be undertaken in accordance with this MOU and that other agreements may be necessary to further authorize these plans, programs, and services. These plans, programs, and services will be further described in a subsequent operating plan, permit, or cooperative agreement among the PARTIES. Additional project agreements shall include:
 - i. detailed terms and conditions applicable to the specific projects and, to the extent applicable;
 - ii. a description of the scope of work to be undertaken;
 - iii. a description of each PARTY's responsibilities;
 - iv. a description of the resources requested or required from each PARTY;
 - v. key personnel;
 - vi. the schedule for completion;
 - vii. the sources of funding for the project;
 - viii. the scope of public involvement and compliance;
 - ix. other terms and conditions applicable to specific projects; and
 - x. the level of cost sharing, which shall state the estimated cost, indirect cost rate, method of disbursement, payment information, and applicable appropriation and accounting data.

Additional project agreements may involve any of the PARTIES to this MOU, depending on the objectives and the degree of substantive engagement anticipated.

7. Agree that additional written agreements may be beneficial to further ratify the understandings of this MOU and project agreements and will work in good faith toward that objective.
8. Discuss and coordinate external communications, including press and community stakeholders regarding this MOU and future agreements to ensure accuracy and consistency in content.
9. Bring specialized knowledge of agency operations and needs, the history and interpretation of the PARTIES' resources, and the visitor interaction with Mt. Tamalpais to planning and project assignments.
10. Provide information, source material, staff expertise, access to historic collections, and oral histories that may be relevant to improving the interpretation and visitor experience of Mt. Tamalpais in ways consistent with the mission of each PARTY.
11. Provide agency skills in the planning, design, and implementation of MOU objectives to improve the visitor experience.
12. Provide skills and expertise that are uniquely available to each PARTY in advising on the natural and cultural resources of significance on Mt. Tamalpais.
13. Provide support, advisement, and expertise on the achievement of required compliance.

Article 3. Individual Agency Responsibilities

A. MMWD, in consultation with the other PARTIES, shall undertake the following responsibilities in carrying out the objectives of this MOU:

1. Participate, when possible, in the staffing of visitor programs, interpretation, services related to MMWD mission, and interpretation of park resources.
2. Ensure that planned visitor improvements are compatible with MMWD's primary mission to deliver drinking water, as well as its plans, policies, operations, and safety and security requirements.
3. Provide Board of Directors review and approval of the construction of new facilities; any major modification of use or physical alteration of existing facilities, lands or resources; and any proposed plans for projects located

within or affecting watershed lands and any projects in which MMWD will participate. Such approval will require the approval of the MMWD Board of Directors.

- B. The NPS, in consultation and cooperation with the other PARTIES, shall undertake the following responsibilities in carrying out the objectives of this MOU:
1. Participate, when possible, in the staffing of visitor programs, interpretation, services related to the NPS mission, and interpretation of park resources.
 2. Provide the review and approval of the construction of new facilities, any major modification of use or physical alteration of existing facilities, lands, or resources, and proposed plans within or affecting the GGNRA. Such approval will require the signature of the General Superintendent, GGNRA.
 3. Provide support, advisement, and expertise on the achievement of required compliance with the National Environmental Policy Act and National Historic Preservation Act requirements.
- C. State Parks, in consultation and cooperation with the other PARTIES, shall undertake the following responsibilities in carrying out the objectives of this MOU:
1. Participate, when possible, in the staffing of visitor programs, interpretation, services related to the State Parks mission, and interpretation of park resources.
 2. Provide the review and approval of the construction of new facilities, any major modification of use or physical alteration of existing facilities, lands, or resources, and proposed plans within or affecting the State Parks. Such approval will require the signature of the State Parks Superintendent.
 3. Provide support, advisement and expertise on the achievement of required compliance with the California Environmental Quality Act and the National Historic Preservation Act as administered by the State Historic Preservation Office.
- D. The MCOSD and MCP, in consultation with the other PARTIES, shall undertake the following responsibilities in carrying out the objectives of this MOU:
1. Participate, when possible, in the staffing of visitor programs, interpretation, services related to the MCOSD and MCP missions, and interpretation of park resources.
 2. Provide the review and approval of the construction of new facilities, any major modification of use or physical alteration of existing facilities, lands, or resources, and proposed plans within or affecting MCOSD or MCP lands.

Such approval will require the signature of the General Manager, MCOSED or the Director, MCP.

3. Provide support, advisement and expertise on the achievement of required compliance with, but not limited to, the California Environmental Quality Act, Vegetation and Biodiversity Management Plan, and Road and Trail Management Plan.

E. The Conservancy, in consultation and cooperation with the other PARTIES, shall undertake the following responsibilities in carrying out the objectives of this MOU:

1. Participate, when possible, in the staffing of visitor programs, interpretation, services related to the Conservancy mission, and interpretation of park resources.
2. Serve as the nonprofit fiscal agent and partner to the collaborative leading and guiding the fundraising for the purposes of this MOU.
3. Provide leadership, skills, expertise, staff, and fundraising volunteers to develop an ongoing cadre of philanthropic donors and volunteers to support the goals of this MOU.
4. Provide strategic, campaign, initiative, and communications expertise to efforts to build philanthropic support, create a compelling vision for contributed support, and build donor confidence and long-term affinity.
5. Serve as the philanthropic lead to cultivate and secure philanthropic contributions from individuals, foundations, corporations, government grants, mitigation fund sources, and sources of pro bono expertise relative to the purposes of the MOU.
6. For projects developed in collaboration under this MOU, serve as spokesperson to all donors, grantors, volunteers, or other external funding sources and provide for donor appreciation, other communications, meetings, and funding reports.

Article 4. Philanthropic Approach

- A. PARTIES shall work in collaboration with the Conservancy on programmatic, operational, and physical improvement projects consistent with goals listed in Article 1 above and within the geographic area of focus for Mt. Tamalpais.
- B. The Conservancy will seek philanthropic, volunteer, or external support for projects and programs approved by all PARTIES when serving the interest of all PARTIES.

-
- C. The Conservancy will assess philanthropic feasibility of priority projects and programs.
 - D. The Conservancy will only raise funds for projects and programs approved by the PARTIES or PARTY, whichever is applicable.
 - E. The Conservancy has the primary role in determining the feasibility of fundraising priorities.

Article 5. Project Prioritization and Implementation

- A. The PARTIES agree to form a working group. Each agency will commit at least one staff member to the working group to develop project and program priorities for consideration according the following guidelines (“Working Group”):
 - 1. Each land management agency will provide a list of priority Agency Projects and Programs considered eligible for philanthropic, volunteer, and external support benefiting each agency’s own lands and programs or benefitting more than one PARTY;
 - 2. The land management agencies will also jointly develop and approve a list of priority Joint Agency Projects and Programs considered eligible for philanthropic, volunteer, and external support and benefiting all PARTIES to the MOU;
 - 3. Lists of priority projects in a. and b. above will be utilized to develop a “5 Year List” of projects and programs that will guide fundraising activity; and
 - 4. The 5 Year List will comprise projects and programs that strategically benefit the Tamalpais Lands Collaborative as a whole, are compatible with the purpose and vision of the Tamalpais Lands Collaborative, and meet and succeed the criteria necessary to secure funding. The scope and funding amount for any project shall be subject to the scrutiny of the “Executive Team” (see 5.C below).
- B. All PARTIES agree to meet regularly and the Working Group will meet not less than quarterly to discuss and evaluate work performed under this MOU and proposed uses of funds raised.
- C. All PARTIES agree to establish an executive team with one representative from each agency. This team will represent the interests of each agency and will be responsible for the authorization of any recommendations or actions recommended by the Working Group (“Executive Team”).

-
- D. PARTIES will be attentive to selecting projects and programs that symbolize the various goals of the initiative, have public visibility and appeal, can be completed in a timely manner, and will build a track record of philanthropic accomplishment.
 - E. PARTIES will be attentive to ways that their own resources and funding sources can leverage and advance philanthropic funding.
 - F. The Conservancy, in coordination with the Working Group and the Executive Team, will develop a volunteer steering committee led by a member of the Conservancy's Board of Directors. This volunteer group, Tamalpais Advisory Members (TAM), will, as appropriate, guide and foster the goals of this MOU. TAM will be composed of individual volunteers with philanthropic capacity and networks, with expertise and community networks necessary for public engagement and success, and with specific knowledge of or experience with the mission of each of the PARTIES.
 - G. The Conservancy shall seek approval from the Executive Team before accepting contributions to projects or programs not yet approved by the PARTIES or a PARTY (e.g. on the 5 Year List), whichever is applicable.

Article 6. Funding

- A. The Conservancy shall be the sole fiscal agent for the Tamalpais Lands Collaborative and maintain a designated account structure specifically for general philanthropic gifts, grants, and external support to the Tamalpais Lands Collaborative.
- B. The Conservancy will restrict contributions to specific projects and programs when requested by a donor or donors, provided these funds either: 1) benefit the general interests of the Tamalpais Lands Collaborative; or 2) benefit a project or program approved by one or more of the PARTIES to the MOU.
- C. The Conservancy will report on the status of funds relative to this MOU to the PARTIES or a PARTY to this MOU on an annual basis or upon specific request, though no more frequently than quarterly.
- D. The Conservancy shall cover direct costs of staff, consultants, communications materials, and other expenses specifically hired, allocated, or procured for the purposes of this MOU from funds raised for the Tamalpais Lands Collaborative.
- E. The Conservancy will provide the general services of its existing management staff at no cost to the Collaborative unless approved by PARTIES.
- F. The Conservancy will maintain all financial accounts for philanthropic and external funds supporting and ensuring their compliance with GAAP (Generally Accepted Accounting Principles) and FASB (Financial Accounting Standards Board) standards, filing of all state and federal reports.

-
- G. The Conservancy will conduct annual financial audit and provide independent auditor's report and financial statement upon request.

Article 7. Term

- A. This MOU will be effective for 10 years from the Effective Date, unless earlier terminated according to the provisions of Article 7B below. The PARTIES contemplate a long-term relationship and to that end, no later than 180 days prior to the end of the term, the PARTIES agree to commence discussions regarding an extension of this MOU.
- B. Any PARTY may terminate this MOU without cause prior to the termination date by providing at least 60 (SIXTY) days written notice to the other PARTIES.
- C. This MOU may only be modified in writing with mutual consent and signatures of all PARTIES. Request for modifications will be forwarded in writing by one PARTY to the others, enclosing the proposed form of modification, at least 60 (SIXTY) days prior to the proposed date of said modification(s).
- D. Nothing in this Article shall restrict the ability of the PARTIES to enter into additional agreements among all or between two PARTIES of this MOU and termination of this MOU does not terminate additional agreements.

Article 8. Reports

- A. The PARTIES will provide for regular updates of progress in keeping minutes and notes of key meetings and decisions.
- B. On an annual basis (from the Effective Date), the Conservancy will complete a report documenting key accomplishments resulting from this MOU and provide it to the other PARTIES.

Article 9. Property Utilization and Disposition

- A. The PARTIES may, as is advantageous and necessary to achieve the Objectives of this MOU, share property, equipment, and facilities.
- B. All property supplied for the purposes of this MOU by any PARTY to this MOU will remain the property thereof.
- C. Terms and Conditions related to the access to and use of each PARTY's property, equipment, and facilities shall be detailed in each project agreement as necessary.

Article 10. Agency Contacts

General Manager
Marin Municipal Water District
220 Nellen Ave.
Corte Madera, CA 94925

General Superintendent
Golden Gate National Recreation Area
Fort Mason, Building 201
San Francisco, CA 94123

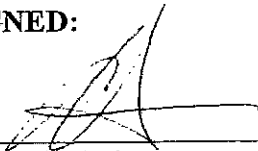
District Superintendent
California State Parks
845 Casa Grande Road
Petaluma, CA 94954-5804

General Manager
Marin County Open Space District
Marin County Civic Center
3501 Civic Center Drive, Suite 260
San Rafael, CA 94903

Director
Marin County Parks
Marin County Civic Center
3501 Civic Center Drive, Suite 260
San Rafael, CA 94903

President & CEO
Golden Gate National Park Conservancy
Fort Mason, Building 201
San Francisco, CA 94123

SIGNED:



Armando Quintero
Board President
Marin Municipal Water District

Date: 3/13/14

Krishna Kumar
Krishna Kumar
General Manager
Marin Municipal Water District

Date: 3/13/14

Frank Dean
Frank Dean
General Superintendent
National Park Service, Golden Gate National Recreation Area

Date: 3/20/14

Danita Rodriguez
Danita Rodriguez
Superintendent
California State Parks

Date: 3/29/14

Kathrin Sears
Kathrin Sears, President, Board of Directors
Marin County Open Space District

Date: 2/25/14

Attest:

Jacinda Dahl
Secretary
Marin County Open Space District

Kathrin Sears

Kathrin Sears, President, Board of Supervisors
Marin County Parks

Date: 2/25/14

Attest

M. Aymel

Clerk of the Board

Greg Moore

Greg Moore
President & CEO
Golden Gate National Parks Conservancy

Date: 3/19/14

Marin Municipal Water District Agreement No. MA-5265
National Park Service Agreement No. 8142-14-0517, The Creation of the Tamalpais
Lands Collaborative

Attachment B

-Sample Project Statement-

**Cooperative Agreement No. _____
between the
Marin County Parks, the Marin County Open Space District and
Golden Gate National Parks Conservancy
for PROJECT NAME**

This Project Statement ("Project Statement") is made and entered by and between the COUNTY OF MARIN (COM), MARIN COUNTY OPEN SPACE DISTRICT (MCOSD), and the GOLDEN GATE NATIONAL PARKS CONSERVANCY (Conservancy), each of which may hereinafter be referred to as a "PARTY," or collectively the "PARTIES."

This Project Statement allows for the transfer of funding from Conservancy to COM and MCOSD, and/or from COM and MCOSD to Conservancy. This Project Statement outlines the scope of work and resource sharing, including the transfer of funds, to support a shared One Tam project or program. PARTIES to this Project Statement are bound by all stipulations in Cooperative Agreement number XXXXXXXXX between COM, MCOSD and Conservancy, included as Attachment D.

This Project Statement is additionally supported by Article 2.A.6. of the Memorandum of Understanding which formed the Tamalpais Lands Collaborative that states "other agreements may be necessary to further authorize these plans, programs and services."

ARTICLE I. BACKGROUND AND OBJECTIVES

This section describes the project background and objectives.

ARTICLE II. APPLICABILITY AND SCOPE

The terms and conditions of the Cooperative Agreement and modifications remain in effect and apply to this Project Statement. The Parties agree to all rights and responsibilities as set forth in the Cooperative Agreement in Attachment D.

ARTICLE III. OBLIGATIONS AND RESPONSIBILITIES

This section describes the scope and responsibilities to be undertaken by each party to this Project Statement.

ARTICLE IV. TERMS OF PROJECT STATEMENT

- (a) The Term of the Project Statement shall begin on DATE and shall remain in effect through DATE, subject to funds availability and subject Article V. of Agreement. Billing for period to be received no later than DATE.
- (b) Either party may terminate this Project Statement with thirty (30) days written notice other party.

(c) This Project Statement may be modified upon agreement by both parties.

(d) This Project Statement has a not-to-exceed of \$ _____, per Attachment A.

ARTICLE II. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Project Statement to be executed on the following the respective signature of each individual below:

Date _____
Greg Moore
President & CEO
Golden Gate National Parks Conservancy

Date _____
Katie Rice
President, Board of Supervisors
County of Marin

Attest:

Clerk of the Board

Date _____
Katie Rice
President, Board of Directors
Marin County Open Space District

Attest:

Secretary, Open Space District

Attachment A

Project or Program Budget

Attachment B

Project Site Map (if applicable)

Attachment C

Additional Project Information and Guidelines

Attachment D

**Copy of Original Cooperative Agreement between Marin County Parks, the
Marin County Open Space District and the Golden Gate National Park
Conservancy**