

COOPERATIVE AGREEMENT
between the
GOLDEN GATE NATIONAL PARKS CONSERVANCY
and the
MARIN MUNICIPAL WATER DISTRICT
for
THE CREATION OF THE TAMALPAIS LANDS COLLABORATIVE

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered by and between the MARIN MUNICIPAL WATER DISTRICT (District) and the GOLDEN GATE NATIONAL PARKS CONSERVANCY (Conservancy), 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 District).
- B. The District is a public agency established in 1912 that provides high-quality drinking water to residents in south and central Marin County from its 21,250 acres of Mt. Tamalpais watershed lands (Marin Municipal Water District Code, (Ord. 300 1(part), 1989).
- C. 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.
- D. The District and the Conservancy have entered into a Memorandum of Understanding (MOU) 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.

Article 2. Purpose and Vision

- A. The District is 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. The District does not itself have the financial and personnel resources to provide all of the programs and services of the kind herein described and therefore desires that the Conservancy, under the general oversight of and subject to the approval of the District'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. The District and the Conservancy desire to enter into an agreement to provide for projects and programs on District 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 benefit the PARTIES through greater efficiency and cost savings derived from cooperative fundraising, resource stewardship, signage, project management and implementation, education and outreach.

GENERAL TERMS

Article 3. Statement of Work

- A. The terms of the Memorandum of Understanding among the District, and the National Park Service and the State of California, Department of Parks and Receptions Marin District and the Marin County Open Space District and the Marin County Parks and the Golden Gate National Parks Conservancy for the Creation of the Tamalpais Land Collaborative (MOU) is 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 District 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 District oversight and District Board approvals. 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 District 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.
- A. The District, in consultation and cooperation with the Conservancy, shall carry out the objectives of this Agreement including, but not limited to, the following:
1. 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 including District Code of Regulations, Board Policies and Management Plans.
 2. 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.
 3. 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.
 4. Permit the Conservancy to conduct mutually agreed upon projects, programs and other activities on District properties and share District equipment, when approved by the District Board, to accomplish shared goals.
 5. Contribute staff and resources to priority planning, projects and programs as available.
 6. Provide when practicable, information, sources, material, staff expertise, access to historic collections and oral histories that may be relevant to improving the interpretation and visitor experience of Mt. Tamalpais.
 7. Monitor programs and services provided by the Conservancy in the furtherance of this Agreement, provided that in all situations requiring the written approval of the District unless specified otherwise, every attempt shall be made by District to give s said approval, disapproval or other determination in response to the Conservancy request within sixty (60) days of receipt thereof by the District.
- B. The Conservancy, in consultation and cooperation with the District, 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 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 District staff to inventory shared program opportunities, expand existing and develop new program priorities that build on the momentum of existing District programs.
4. As practicable, facilitate the planning, funding and completion of the District-approved projects by using non-District funds or by leveraging limited amounts of District funds, when available.
5. Bring specialized knowledge of fee-based visitor programs and facilities, interpretive sales, community outreach and philanthropy to planning and project 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 the District's land use policies and District Board direction.
9. Not engage in advocacy regarding District plans or policies.
10. Not consider the employees of the Conservancy to be agents or employees of the District, and Conservancy employee and agents are not entitled to participate in any District pension plan, insurance, bonus or similar benefits the District provides its employees.

Article 4. Philanthropic Approach and Expenditure of Funds and Resources

- A. The Conservancy shall work closely with the District 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 the District 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 its existing senior management staff at no cost to the District unless approved by District Board.
6. The District shall make available administrative and project office space, sufficient for joint operations at no cost to the Conservancy.
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 annual financial audit and provide independent auditor's report and financial statement upon request.
9. The capability of the District to provide financial assistance, if at all, shall be determined on a year-by-year, project-by-project basis, and is subject to the availability of funds in the discretion of the District Board. It is not expected that water utility revenues will be used. Any commitment of the District revenues shall require approval by the District's Board of Directors.
10. Any tools, equipment, material or other personal property shall remain the property of the party that supplied them.
11. The commitment of District funds in furtherance of this Agreement may be authorized by individual Project Statements appended to this Agreement after District Board approval. When work to be accomplished and a cooperative work program are mutually agreed upon by both PARTIES, an appropriate Project Statement shall be consummated by obligating funds.
12. The District and the Conservancy shall agree to the projected costs of component projects, and determine the level of funding available when developing cooperative work plans. Once the Projects Statements are mutually agreed to by the PARTIES, those Project Statements shall only be changed by written mutual agreement by the PARTIES in advance of any expenditure of additional funds.
13. 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.
14. 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 as mutually agreed upon toward implementation of this Agreement at their discretion, 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.

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, 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 which 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 the District. Such statements shall be submitted to the District 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: the District and any of its 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 District 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; and
 - 2. Description of activities and services offered in furtherance of this Agreement; and
 - 3. Financial statements as required above; and
 - 4. Other information as may be requested by the District.

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 District ordinances and policies. It is understood that acceptance of the Conservancy's work by the District shall not operate as a waiver or release.
- B. The District 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 the District 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 District. The District reserves the right to direct adjustments in the Conservancy's insurance program, after consultation with the Conservancy, as the District deems necessary to insure the protection of its interests.
2. The Conservancy shall annually, or at the time insurance is purchased, provide the District with Certificates of Insurance, to evidence compliance with this section and shall provide the District thirty (30) days advance written notice of any material change in the Conservancy's approved insurance program hereunder.
3. The District 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 the District; and shall provide that the District, its Directors, officers, employees and agents are named as additional insured; and shall provide that the insurance companies shall have no recourse against the District 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. The District shall maintain documentation of all Conservancy employees permitted to operate District owned vehicles, clearly establishing the District's consent to such use. The District shall maintain sufficient and appropriate liability insurance or equivalent coverage necessary to protect and hold harmless any and all Conservancy employees who, in the course of approved work on District properties, operate District owned motor vehicles.

B. Workers' Compensation Insurance

1. The Conservancy shall furnish to the District satisfactory proof, for the period covered by the proposed contract, of worker's compensation insurance with an insurance carrier satisfactory to the District. Such insurance shall cover all persons employed, directly or through subcontractors, in carrying out the work contemplated under the contract in accordance with the Act of the Legislature of the State of California known as the

"Workers' Compensation Insurance and Safety Act", approved May 26, 1913, and all acts amendatory thereof or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the contract.

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 Marin Municipal Water District by certified mail."

3. If the Conservancy fails to maintain such insurance, the District may take out compensation insurance to cover any compensation which the District or Conservancy might be liable to pay under the provisions of said Act, as amended, by reason of any employee of the Conservancy being injured or killed while engaged in the execution of the work covered by the contract. The District will then deduct and retain the amount of the premiums for such insurance from any sums due the Conservancy under this Agreement.
4. If any injury occurs to any employee of the Conservancy for which the employee, or his dependents in the event of his death, is entitled to compensation from the District under the provisions of said Act as amended, or for which compensation is claimed from the District, the District may retain out of the sums due the Conservancy under the Agreement an amount sufficient to cover such compensation as fixed by said Act as amended, until such compensation is paid or until it is determined that no compensation is due. If the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.
5. 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 in amounts approved by the District that shall be commensurate with the degree of risk and the scope and size of specific projects undertaken and activities authorized herein.
3. Conservancy shall furnish to the District, 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. The District 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 the District.
5. The Conservancy shall also provide the District with automobile insurance including non-owned automobile liability coverage in an amount not less than \$1,000,000 per occurrence. The District 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 the District 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 the District'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 The Marin Municipal Water District, its officers, directors, officials, agents, employees and volunteers (MMWD) designers and subcontractors, construction managers and subcontractors, and other consultants as additional insureds.

ii. Insurance shall be primary concerning MMWD, and any insurance or self-insurance maintained by MMWD 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 the MMWD.

A severability of interests provision shall apply for all the Additional Insureds, ensuring that the Conservancy's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. Each such policy shall be endorsed with the "Additional Insured Endorsement" form attached hereto as Exhibit A.

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 the District 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 District 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 the District and other appropriate inspection 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 the District 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 the District'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 the District's authorized representative.
 - C. The District 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 watershed roads and trails. Those plans are subject to District 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 the District 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 the District.
- 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 the District 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: Interns and volunteers who volunteer at the District on District projects and programs shall be subject to the District's Workers' Compensation Insurance.

- G. Dispute Resolution: Any dispute or claim in law or equity between the District 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 the District 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 General Manager, Marin Municipal Water District, 220 Nellen Ave., Corte Madera, CA 94925, or such other person and/or address as the District may designate by written notice to the other PARTIES. The time of delivery of such notice shall be deemed to be the time when the same is received.
 - 2. Any notice which the District 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 the District 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 or the District 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 the District 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 the District 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 the District:

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

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

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

_____ Date _____
Krishna Kumar
General Manager
Marin Municipal Water District

EXHIBIT A - ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage: Policy _____

Policy Period _____

Automobile Liability:

Policy # _____

Policy Period _____

INSURED: Name _____

Address _____

City/State/Zip _____

SCHEDULE

The Marin Municipal Water District, its officers, officials, agents, employees and volunteers (MMWD), Designer and sub consultants, Construction Manager and sub consultants, and other consultants.

WHO IS AN INSURED

Is amended to include as an insured the organization and/or parties shown in the schedule above.

1. The insurance shall be primary concerning the additional insured shown in the schedule above, and any insurance or self-insurance maintained by such insureds shall not be required to contribute with it.
2. 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 the MMWD.
3. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
4. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured, except with respect to the insurer's limits of liability.

Authorized Insurance Representative

Signature

Date

Print Name and Title