

Agreement Number MA - 5311

AMENDED AND RESTATED COOPERATIVE AGREEMENT

between the

GOLDEN GATE NATIONAL PARKS CONSERVANCY

and the

MARIN MUNICIPAL WATER DISTRICT

for

THE TAMALPAIS LANDS COLLABORATIVE AND ONE TAM

THIS AMENDED AND RESTATED COOPERATIVE AGREEMENT (Agreement) is made and entered by and between the MARIN MUNICIPAL WATER DISTRICT (District) and the GOLDEN GATE NATIONAL PARKS CONSERVANCY (Parks Conservancy), which may hereinafter be referred to as a “Party,” or collectively the “Parties.”

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

This Agreement is the successor to Cooperative Agreement No. MA-5311 between the Parties, dated October 14, 2014, which was extended on August 19, 2025 to run through June 30, 2034 (Original Agreement).

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 22,000 acres of Mt. Tamalpais watershed lands.
- C. The Parks 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 Parks Conservancy entered into a Memorandum of Understanding 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, which MOU included the National Park Service, California State Parks, Marin County Open Space and was extended in June 2025 for an additional term of ten years to June, 2035 (MOU).

- E. Since 2014, the TLC partnership has grown into the One Tam initiative, a collaborative stewardship effort among the District, NPS, California State Parks, Marin County Parks, and the Parks Conservancy focused on the conservation, restoration, and public enjoyment of Mt. Tamalpais. This Agreement supports and continues that collaborative framework as set forth in the MOU.

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 Parks 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 Parks Conservancy desire to continue the work the Parties have pursued under the Original Agreement, which will provide for projects and programs on District lands, and 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 MOU are incorporated herein. If there is a conflict between the MOU and the terms of this 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.
- C. The District, in consultation and cooperation with the Parks 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 the District's primary mission to deliver drinking water, as well as its plans, policies, operations and safety, and security requirements including District Code, Board Policies and management plans.
 2. Provide review and approval by the District Board of Directors for any 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 District watershed lands. The District's General Manager shall have the authority to approve other projects with a cost not in excess of \$100,000 annually, in which the District may 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 Parks 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 Parks 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 said approval, disapproval or other determination in response to the Parks Conservancy's request within sixty (60) days of receipt thereof by the District.
- D. The Parks 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 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 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 Parks Conservancy to be agents or employees of the District, and Parks Conservancy employees 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 Parks 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 Parks 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 Parks 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 Parks Conservancy under this Agreement shall be maintained as specific accounts through the Parks Conservancy.
 3. The Parks 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 Parks 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 Parks 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 Parks Conservancy.
 7. The Parks 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 Parks Conservancy will conduct annual financial audits and provide an 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 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, which shall require the prior approval by the District's

Board of Directors, provided however that the General Manager shall have the authority to approve Project Statements not to exceed \$100,000 annually. 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 identified therein and such Project Statement shall be construed as an addendum to this Agreement and subject to all the terms herein.

12. The District and the Parks Conservancy shall agree to the projected costs of component projects and determine the level of funding available when developing cooperative work plans. Once the Project 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 Parks 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 Parks 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 Parks Conservancy. All assets and liabilities shall be recorded and managed solely by the Parks 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 Parks 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 Parks 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 Parks 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 Parks 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 Parks Conservancy shall prepare and submit to the District an annual report of the Parks Conservancy's activities after the close of each Parks 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 Parks 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 Code and policies. It is understood that acceptance of the Parks Conservancy's work by the District shall not operate as a waiver or release.
- B. Each Party will indemnify, defend, 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, and expenses (including reasonable attorneys' fees) arising out of or resulting from the indemnifying Party's negligence or willful misconduct in connection with this Agreement, except to the extent caused by the negligence or willful misconduct of the indemnified Party.
- C. The indemnification obligations under this Article will not be limited by the amount or type of damages or compensation payable under workers' compensation, disability benefit, or other employee benefit acts, but will be limited to claims arising from the indemnifying Party's negligence or willful misconduct as described above.

Article 7. Insurance

A. General

1. The types and amounts of insurance coverage purchased by the Parks Conservancy shall, as a minimum, meet requirements detailed in this Article. One or more certificates evidencing said insurance coverage shall be reviewed annually for adequacy by the District. Any adjustments to the Parks Conservancy's insurance program must be mutually agreed upon by the Parties in writing, with reasonable justification provided by the requesting Party.
2. The Parks 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 Parks Conservancy's approved insurance program hereunder, including any reduction or elimination in existing coverage.
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 Parks 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 Parks 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 Parks Conservancy employees permitted to operate District owned vehicles, clearly establishing the District's consent to such use, as well as the necessary licensing and insurance coverage for all such Parks Conservancy employees.

B. Workers' Compensation Insurance

1. The Parks Conservancy shall maintain at all times during the term of this Agreement and furnish to the District satisfactory proof on an annual basis, of workers' compensation insurance with an insurance carrier in compliance with the District's standard requirements. Such insurance shall cover all persons employed in carrying out the work contemplated under this Agreement 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. The Parks Conservancy shall ensure that any contractors or consultants performing work hereunder shall have and maintain in effect, the coverage required under this section B. Such insurance shall include a waiver of subrogation in favor of the District and shall be maintained in full force and effect during the term of this Agreement.

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. No work shall be allowed to continue hereunder unless such insurance coverage is in effect and a current certificate of coverage has been provided to the District. In the event that the Parks Conservancy fails to maintain such insurance coverage, it shall immediately stop and continue to suspend any work hereunder until such time as coverage is restored. A failure by the Parks Conservancy to restore such insurance coverage within thirty (30) days' notice of its lapse shall be deemed a breach of contract for which the District may terminate this Agreement.
4. The Parks 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 Parks Conservancy shall purchase and maintain during the term of this Agreement Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Parks Conservancy in carrying out any activities under this Agreement, including coverage for personal injury and property damage, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Parks Conservancy shall ensure that any contractor or consultant providing work hereunder shall have in effect and maintain the liability insurance coverage hereunder required. Parks 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 nonadmitted 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 Parks Conservancy's performance under this Agreement. The District shall have the right to approve/disapprove any insurance carriers or forms.
2. The Parties anticipate that the Parks 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.
3. The Parks 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, which shall cover all Parks Conservancy employees, including those using District vehicles. The District may require the Parks Conservancy to provide additional insurance based upon the risk involved in any specific project undertaken by the Parties.

4. The Parks 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.

Article 8. Health and Safety

- A. The Parks Conservancy shall provide for the safety of its employees, contractors, field program staff, volunteers and the general public in their use of any District property or facilities under this Agreement. The Parks 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.

Article 9. Miscellaneous

- A. Use of Area: This Agreement is entered into by the Parks Conservancy with the knowledge that the historic, natural and recreational qualities of the District lands are to be preserved. The Parks 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 Parks 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 Parks Conservancy.
- C. Dispute Resolution: (1) Any dispute arising out of this Agreement will first be submitted to good-faith discussion between designated representatives of each Party for fifteen (15) business days from written notice. The Party initiating the discussion will include with the written notice sufficient detail of the complaint or issue to enable discussion thereof. (2) If not resolved, the Parties will submit the dispute to mediation before a mutually acceptable mediator in Marin County, California, with costs shared equally. (3) If mediation does not resolve the dispute, either Party may pursue remedies in the Superior Court of the County of Marin or the United States District Court for the Northern District of California.
- D. Notices:
 1. Any notice which the Parks 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 Parks 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 President and CEO, Golden Gate National Parks Conservancy, Building 201, Fort Mason, San Francisco, CA 94123 or such other person and/or address as the Parks 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 will be effective as of the date of the last signature below and will remain in effect for a period of ten (10) years from the effective date, unless prior thereto it is terminated or modified pursuant to the provisions of this Agreement or of any applicable law or regulation.
- B. Either Party may seek to renew this Agreement for one additional five (5) year term by providing written notice to the other Party at least one hundred eighty (180) days before the expiration of the initial term. If the other Party agrees to the additional five-year term, then it shall so notify the other Party and each will seek any necessary approvals.
- C. The Parties will conduct an annual review of this Agreement to evaluate the partnership's progress and to identify any operational adjustments that can be implemented without requiring formal amendment.

Article 11. 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 Parks 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 Parks 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 Parks 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 Parks 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 Parks Conservancy and the District cannot agree on such termination conditions, they each reserve the right to unilaterally terminate the Agreement by giving 90 days written notice of termination to the other party. The Parks Conservancy shall not incur new obligations for the terminated portion of work, including the entirety of the Agreement if applicable, after the effective date of such termination notice and shall cancel as many outstanding obligations as possible.
3. Wind-Down: Upon termination for any reason, the Parks Conservancy will: (a) complete or transition any in-progress projects funded by restricted donations, in consultation with the District; (b) provide a final financial accounting within ninety (90) days of the effective termination date; (c) return any District property in the Parks Conservancy's possession; and (d) cooperate with the District to ensure an orderly transition of ongoing programs and donor relationships.

Article 12. Governing Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement will be filed in the Superior Court of the County of Marin, California, or the United States District Court for the Northern District of California.

Article 13. Force Majeure

- A. Neither Party will be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by circumstances beyond the Party's reasonable control, including but not limited to: acts of God, fire, wildfire, flood, earthquake, epidemic or pandemic, government orders or restrictions, NPS-directed or District-directed closures of watershed lands or project sites, drought-related water supply emergencies, labor disputes, war, terrorism, or civil unrest.

- B. The affected Party will provide prompt written notice to the other Party describing the force majeure event and its expected duration. Performance obligations will be suspended for the duration of the force majeure event.
- C. If a force majeure event continues for more than one hundred eighty (180) days, either Party may terminate this Agreement upon thirty (30) days' written notice.

Article 14. Confidentiality

- A. Each Party will maintain the confidentiality of information received from the other Party that is designated as confidential or that a reasonable person would understand to be confidential, including but not limited to donor information, financial data, personnel information, proprietary information or trade secrets, deliberative process or similarly protected information ("Confidential Information").
- B. Confidential Information does not include information that: (1) is or becomes publicly available through no fault of the receiving Party; (2) was known to the receiving Party prior to disclosure; (3) is independently developed by the receiving Party; or (4) is required to be disclosed by law, including the California Public Records Act.
- C. If either Party receives a request under the California Public Records Act or otherwise that it believes may include Confidential Information that Party will provide notice to the other Party before disclosure, to the extent permitted by law.
- D. The obligations of confidentiality will survive termination of this Agreement for a period of three (3) years.

Article 15. Intellectual Property

- A. Each Party retains all right, title, and interest in its pre-existing intellectual property.
- B. Materials jointly developed by the Parties under this Agreement, including but not limited to TLC and One Tam branding, educational content, interpretive materials, and trail signage designs ("Joint Materials"), will be jointly owned. Each Party grants the other a non-exclusive, royalty-free license to use Joint Materials in support of the work undertaken pursuant to this Agreement.
- C. Except as provided in the One Tam MOU with respect to One Tam intellectual property (MOU Article 10), neither Party will register trademarks, copyrights, or other intellectual property rights in Joint Materials without the prior written consent of the other Party.
- D. Upon termination, each Party will retain a perpetual, non-exclusive, royalty-free license to continue using Joint Materials for the purposes described in this Agreement.

Article 16. Data Privacy

- A. Each Party will handle personal data shared under this Agreement (including donor records, volunteer information, and program participant data) in compliance with applicable privacy laws, including the California Consumer Privacy Act (CCPA) as amended.
- B. Neither Party will use the other Party's data, deliverables, or Confidential Information to train, develop, or improve artificial intelligence or machine learning models without the prior written consent of the other Party.

- C. Each Party will promptly notify the other Party of any confirmed data breach affecting personal data shared under this Agreement.
- D. Upon termination, each Party will return or destroy the other Party's Confidential Information and shared personal data in accordance with mutually agreed retention schedules, except as required to be retained by law.

Article 17. Limitation of Liability

- A. Neither Party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, regardless of the form of action or theory of liability.
- B. The limitation above will not apply to: (1) fraud or willful misconduct; (2) a Party's indemnification obligations under Article 6; or (3) a breach of the confidentiality obligations under Article 14.

Article 18. Counterparts

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

Article 19. Authorized Signatures

- A. For the Parks Conservancy:

Christine S. Lehnertz
President & CEO
Golden Gate National Parks 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 WHEREOF, the Parties hereto have signed their names and executed this Cooperative Agreement.

_____ Date _____

Christine S. Lehnertz

President & CEO

Golden Gate National Parks Conservancy

_____ Date _____

Shaun Horne

General Manager

Marin Municipal Water District