

Attachment 1

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 _____, 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 (MCOSED), 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 within the protected lands of Marin County and as part of the Golden Gate Biosphere Region; 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
- National Park Service jurisdictional lands across Marin, San Francisco, and San Mateo counties 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 (P19AC00821 signed July 2019 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 sales, publications, and media, under the Cooperating Association Agreement signed August 31, 2022 as well as interpretation and education programs under the additional Interpretation and Educations Services Agreement signed August 17, 2021. Support to planning, resource management, park improvements, volunteerism and philanthropy is authorized under the Cooperating Agreement dated July 12, 2019; 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 35 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, particularly in the face of climate threats.
2. Improve the understanding, appreciation and access 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 community engagement, 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:
 1. 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 and how it supports mutual goals of the collaborative
 - 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. 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 and necessary 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. Seek Board of Directors review and approval, subject to Board discretion, 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. Any such work will require the prior approval of the MMWD Board of Directors, subject to the Board's discretion.

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, and resource stewardship related to the Conservancy mission, and interpretation and protection 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. Work Plan Prioritization and Implementation

- A. The PARTIES agree to form a Steering Committee, to be facilitated by the Conservancy. 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. ("Steering Committee"):
 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 benefiting more than one PARTY;
 2. The Steering Committee 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 the collaborative work plan and 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). The list will be reviewed and amended by the Steering Committee each year, with final approval of any changes by the Executive Committee.
- B. All PARTIES agree to meet regularly and the Steering Committee 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 Steering Committee ("Executive Team").

- D. All PARTIES agree the Steering Committee and Executive Committee will conduct an annual review of the Steering Committee composition and all project and program working groups towards effective governance of the collaborative.
- E. 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.
- F. PARTIES will be attentive to ways that their own resources and funding sources can leverage and advance philanthropic funding.
- G. The Conservancy, , will develop a volunteer steering committee led by a member of the Conservancy's Board of Directors. This volunteer group, One Tam Advisory Committee (Advisory Committee) will, as appropriate, guide and foster the goals of this MOU. The Advisory Committee 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.
- H. 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 include indirect costs in project and program budgets to cover its overhead and management costs. The indirect cost rate will be based on agency regulations and the Conservancy's current methodology and will not exceed 15%.

- 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. If any PARTY chooses to terminate, the other PARTIES will meet to discuss the implications of and future collaborative structure.
- 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. Intellectual Property and Communications

- A. Consistent with Article 3, Section E, the Conservancy has the primary role in securing registration of and administering any intellectual property regarding or in implementation of this MOU, including (without limitation) in copyright and trademark with the U.S. Copyright Office and the U.S. Patent and Trademark Office, respectively (“One Tam IP”).
- B. To the extent any PARTY identifies a need for protecting specific One Tam IP to further the mission of this MOU, it shall forward the request to the Conservancy, which shall circulate a feasibility study to the PARTIES and recommend a particular course of action.
- C. All One Tam IP shall be used by the PARTIES on a joint license basis for their mutual benefit in enhancing and fulfilling the goals of the PARTIES as specified hereunder.
- D. If a PARTY becomes aware of an infringement or misuse of any One Tam IP, it shall immediately notify the Conservancy of such occurrence.

Article 11. 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:

Board President
Marin Municipal Water District
Date:

Ben Horenstein
General Manager
Marin Municipal Water District
Date:

David Smith
General Superintendent
National Park Service, Golden Gate National Recreation Area
Date:

Maria Mowrey
Superintendent, Bay Area District
California State Parks
Date:

Dennis Rodoni
President, Board of Supervisors
Marin County Open Space District
Date:

Christine Lehnertz
President & CEO
Golden Gate National Parks Conservancy
Date:

Marin Municipal Water District Agreement No. MA-5265

National Park Service Agreement No. 8142-14-0517, The Creation of the Tamalpais Lands Collaborative