

# BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

BCPUD      BOX 390 270 ELM ROAD BOLINAS CALIFORNIA 94924      415 868 1224



October 17, 2023

Steven Peters  
Vegetation Management Specialist  
Marin Wildfire Prevention Authority  
1600 Los Gamos Drive  
San Rafael, California 94903

Re: Site Use Letter Agreement for Bolinas Community Green Waste Days

Dear Mr Peters:

On behalf of the Bolinas Community Public Utility District ("BCPUD"), I am writing to set forth our agreement with regard to the Marin Wildfire Prevention Authority's use of the BCPUD's property at 25 Olema-Bolinas Road, Bolinas, California (APN# 193-030-38) for two "Community Green Waste Days" (as more specifically described in the flyer attached hereto as Exhibit A, which is incorporated by reference herein):

Dates:            October 24 and 25, 2023

Time:            Set up at 8:00 am – 10:00 am; Event from 10 am – 3 pm; Clean- up 3 pm – 5 pm (each day)

Sponsor:        Marin Wildfire Protection Agency

Contact:        Steven Peters, Vegetation Management Specialist

Location:        APN 193-030-38 at the Bolinas-Stinson Resource Recovery Project site, 25 Olema-Bolinas Road

Site Owner:     Bolinas Community Public Utility District

Site Contacts:   Jennifer Blackman, General Manager  
George Krakauer, Bolinas Fire Chief

Addendum:    The BCPUD's consent to MWPA's use of this property is subject to the additional terms and conditions attached here to as Exhibit B, which are incorporated by reference herein.

Please sign this letter where indicated below to attest to MWPA's acceptance of this site use letter agreement and the terms and conditions attached hereto as Exhibit B.

Agreed:

Steven Peters  
Vegetation Management Specialist  
and Authorized Representative  
Marin Wildfire Protection Authority

Jennifer Blackman  
General Manager  
Bolinas Community Public Utility District

# Exhibit A



## Announcing: New upcoming chipper events in your area!

Marin Wildfire Prevention Authority's Chipper Day staff is excited to announce that the program will be sponsoring supplemental "Community Green Waste Days" in your area in addition to our curbside pickup program.

Unlike our standard Chipper Day pickups, these events will be structured as community vegetation drop-off events that do not require a reservation ahead of time but do require you to bring your vegetation to a central community location.

### Event details

**When:** Tuesday, October 24<sup>th</sup> and Wednesday, October 25<sup>th</sup>

**Where:** Bolinas-Stinson Resource Recovery Project (25 Olema-Bolinas Rd, Bolinas CA 94924)

### How to participate

All vegetation material must be dropped **on the day of the event** starting at 8am. **No material may be dropped off before 10am on the day of each event.** When dropping off vegetation at Bolinas-Stinson Resource Recovery Project yard, locate the MWPA representative to sign in to receive instructions on how to add your vegetation to the community pile. **All vegetation must be delivered to the location before 3:00pm on the day of the event.**

**Please note!** We are only able to chip the same materials that are allowed during the standard Chipper Day pickups. We cannot accept trash, poison oak, blackberry brambles, construction materials, lumber, wood containing nails or other metal, leaves, lawn clippings, bamboo roots, roots with dirt, rocks, or gravel and bagged or tied material of any kind.

**Dropoff point details:** Please drive into the Bolinas-Stinson Resource Recovery Project yard. Once there, you will see a coned section with an MWPA representative adjacent to the station (see below map insert). This is the vegetation drop off zone. Please check in with the representative and then unload your vegetation so that all branches are pointing in the same direction to aid with pile management.



MWPA green waste drop off location shown in red.

Questions? Please email us! [chipper@marinwildfire.org](mailto:chipper@marinwildfire.org)

**Exhibit B to the Site Use Letter Agreement dated October 17, 2023 between the Bolinas Community Public Utility District ("BCPUD") and the Marin Wildfire Protection Authority ("MWPA") Community Green Waste Days in Bolinas on October 24-25, 2023**

Marin Wildfire Protection Authority (referred to herein as "MWPA") hereby agrees with BCPUD that:

- a) To the fullest extent permitted by law, MWPA will immediately defend, indemnify and hold harmless BCPUD, its directors, officers, employees, and authorized volunteers and the Bolinas-Stinson Resource Recovery Project ("RRP"), its directors, officers, employees and authorized volunteers, from and against any and all claims and demands of any and all persons arising out of the performance of the work or the furnishing of materials under the Site Use Letter Agreement dated October 17, 2023 and relating to the Community Green Waste Days in Bolinas between the MWPA and the BCPUD ("Agreement"); including but not limited to, claims by the MWPA or MWPA's employees for damages to persons or property except for the sole negligence or willful misconduct of BCPUD, its directors, officers, employees, or authorized volunteers and/or of the RRP, its directors, officers, employees, or authorized volunteers. MWPA shall immediately defend upon BCPUD's or RRP's tender, at MWPA's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against BCPUD, its directors, officers, employees and/or authorized volunteers, and/or against the RRP, its directors, officers, employees and/or authorized volunteers, notwithstanding whether MWPA's liability is or can be established. MWPA's obligation to indemnify shall survive the termination or completion of this Agreement for the full period of time allowed by law and shall not be restricted by the insurance requirements of this Agreement. MWPA's obligation to indemnify shall not be restricted to insurance proceeds, if any received by BCPUD, its directors, officers, employees, and/or authorized volunteers or by the RRP, its directors, officers, employees and/or authorized volunteers.
- b) By his/her signature hereunder, MWPA certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of the Agreement. MWPA and its subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement (and provide proof thereof to BCPUD).
- c) In the performance of this Agreement, MWPA shall comply with all applicable federal, state and local statutory and regulatory requirements related to its scope of work and operations including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. In case of a conflict in regulations, the most stringent shall apply. MWPA shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement. Safety precautions shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures

MWPA must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the Agreement. Permits required by governmental authorities will be obtained at MWPA's expense.

It is a condition of this Agreement, and shall be made a condition of any subcontract which MWPA enters into pursuant to this Agreement, that MWPA and any subcontractor shall not permit any employee, in

performance of the agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

- d) MWPA shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. MWPA shall be liable for all violations of the law occurring in connection with the work furnished by MWPA. If MWPA performs any work knowing it to be contrary to such laws, ordinances, rules, or regulations, MWPA shall bear all costs resulting therefrom.
- e) **Commercial General Liability and Automobile Liability Insurance** - MWPA shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
- 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** – MWPA shall maintain limits no less than the following:

- 1. General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to the BCPUD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit and shall cover all owned, non-owned, and hired automobiles.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. BCPUD, its directors, officers, employees, and authorized volunteers and RRP, its directors, officers, employees and authorized volunteers are to be given insured status (via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 10 and CG 20 37 04 13 forms (if later revisions used) as respects: liability arising out of activities performed by or on behalf of the MWPA; products and completed operations of the MWPA; premises owned, occupied or used by the MWPA; and automobiles owned, leased, hired or borrowed by the MWPA. The coverage shall contain no special limitations on the scope of protection afforded to the BCPUD, its directors, officers, employees, and/or authorized volunteers or to RRP, its directors, officers, employees and/or authorized volunteers.

2. For any claims related to this project, the MWPA's insurance shall be primary insurance as respects BCPUD, its directors, officers, employees, and/or authorized volunteers, and as respects RRP, its directors, officers, employees and/or authorized volunteers, using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by BCPUD, its directors, officers, employees, and/or authorized volunteers and/or RRP, its directors, officers, employees and/or authorized volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to BCPUD, its directors, officers, employees, and/or authorized volunteers or to RRP, its directors, officers, employees and/or authorized volunteers.

4. MWPA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BCPUD.

Such liability insurance shall indemnify the MWPA and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, MWPA or its sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

All of the insurance shall be provided on policy forms and through companies satisfactory to the BCPUD.

**Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the BCPUD. At the option of the BCPUD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the BCPUD.

**Evidences of Insurance** - Prior to execution of the agreement, MWPA shall file with the BCPUD a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5. In the event that MWPA employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be MWPA's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

- f) If any of the required coverages expire during the term of this agreement, MWPA shall deliver the renewal certificate(s) including the general liability additional insured endorsement to BCPUD at least ten (10) days prior to the expiration date. MWPA shall, upon demand of the BCPUD, deliver to the BCPUD such policy or policies of insurance and the receipts for payment of premiums thereon.
- h) Permits required by governmental authorities will be obtained at MWPA's expense, and MWPA will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- i) Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work will not be accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by BCPUD and MWPA. MWPA's "authorized representative(s)" has (have) the authority to execute such written change for MWPA.