

# BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

BCPUD

BOX 390

270 ELM ROAD BOLINAS CALIFORNIA 94924

415 868 1224



## **DRAFT: AMENDED LICENSE AGREEMENT**

**Between the Bolinas Community Public Utility District (BCPUD)  
and the Firehouse Community Park Agency (FCPA)**

**Regarding Use of Irrigation Well at Resource Recovery and Transmission Infrastructure on  
BCPUD Lands**

### **RECITALS**

The **Bolinas Community Public Utility District** (“BCPUD” or “Licensor”) is the legal owner of certain real property located in Marin County, California, identified by Assessor Parcel Number **193-030-38** (“BCPUD Lands”).

The **Fire House Community Park Agency** (“FCPA” or Licensee”) is a Joint Powers Authority created on **January 21, 1985** through an agreement between BCPUD and the Bolinas-Stinson Beach Union School District (“JPA Agreement”). FCPA was established as a separate public entity to manage community recreational resources.

As stipulated in the JPA Agreement the Licensee is the sole manager of a **12-acre parcel** owned by BCPUD, identified by Assessor Parcel Numbers **193-020-45, -47, and -59**, which have been developed into sports fields and public recreational facilities known collectively as **Mesa Park**.

In **2007**, BCPUD authorized Licensee to install an irrigation well (“Resource Recovery Well”) on BCPUD Lands. The well was constructed by Licensee in **2009** and subsequently evaluated by a licensed hydrogeologist, who determined the water source was suitable for Mesa Park’s irrigation needs subject to certain usage limitations.

In **2014**, FCPA completed the **Mesa Park Irrigation and Public Restroom Project**, which included the construction of a transmission line, the majority of which is located on BCPUD Lands. This pipeline connects the Resource Recovery Well to irrigation infrastructure located at Mesa Park. Following FCPA’s completion of this Project, BCPUD and Licensee executed a license agreement in **July 2014**, establishing the terms and conditions for Licensee’s use of the Resource Recovery Well to support maintenance and operation of the sports fields at Mesa Park.

As of **2025**, BCPUD has constructed an emergency potable water supply treatment facility on a portion of the parking lot at Mesa Park and has incorporated the Resource Recovery Well and related transmission infrastructure into its emergency drought response strategy. The well will continue to serve both the recreational needs of Mesa Park and the potable water needs of BCPUD.

BCPUD acknowledges that the Resource Recovery Well and transmission line were funded and installed by FCPA, and that BCPUD will derive long-term benefit from this infrastructure as part of its emergency drought response. The license is granted in recognition of this contribution and

is contingent on the ongoing public service FCPA provides through site management, insurance coverage, and stewardship of over 12 acres of publicly accessible open space owned by BCPUD.

Accordingly, the original 2014 License Agreement is **hereby revoked** and **replaced** in its entirety by this **Amended License Agreement**, which reflects the updated operational roles, shared infrastructure use, and mutual benefits outlined in the parties' **Mutual Benefit Memorandum of Understanding (Exhibit A)**.

### **1. Operation of the Irrigation Well**

The following conditions govern Licensee's operation of the well:

- a. Licensee acknowledges the Resource Recovery Well is a **shared resource** used by:
  - i. The Resource Recovery Project
  - ii. An on-site agricultural project
  - iii. BCPUD for emergency potable water supply
  - iv. Mesa Park ball field and restrooms
- b. Licensee's authorized use of water from the well is strictly limited to:
  - i. Irrigation of Mesa Park sports fields
  - ii. Flushing toilets at Mesa Park
  - iii. No other use shall be made of the water by Licensee
- c. Total average daily withdrawal from the well shall not exceed **14,800 gallons** across all users. BCPUD reserves exclusive discretion to reduce this limit at any time to protect operational needs and water availability, including for emergency purposes.
- d. BCPUD makes no warranties concerning water quantity or quality.

### **2. Maintenance and Reporting**

- a. Licensee has installed and maintained a functioning water meter at the irrigation well.
- b. Licensee must monitor average daily water withdrawals from the well to ensure compliance with usage limitations and responsible water stewardship, but is **not required** to submit formal usage reports to BCPUD.
- c. BCPUD will actively monitor water usage from the well to ensure sufficient availability for emergency operations and compliance with water use parameters.
- d. Repair and maintenance of the well and transmission infrastructure shall be cost-shared **50% between Licensee and BCPUD**, unless both parties expressly agree in writing to a different cost allocation.

### **3. Site Access**

Licensee, its representatives, and contractors may access BCPUD Lands for the purpose of maintaining or repairing the well and transmission line. All access must be:

- Coordinated in advance with BCPUD staff
- Conducted without interfering with BCPUD's other operational activities

#### **4. Term**

This License Agreement shall be in effect for a period of **20 years** from the date of execution. The agreement may be extended upon mutual written consent of both parties.

BCPUD retains the right to **terminate** this License upon written notice if:

1. Required by any federal, state, judicial, or regulatory authority
2. Recommended by its insurance authority (e.g., ACWA/JPIA)
3. Determined in good faith that Licensee's use disrupts BCPUD operations
4. Poses a public health or safety hazard
5. Licensee breaches any term of this agreement

Licensee may protest any termination to the BCPUD Board of Directors, whose determination shall be final.

#### **5. Appurtenant Nature**

This License Agreement is appurtenant to the BCPUD Lands referenced herein.

#### **6. Hold Harmless**

Licensee agrees to hold harmless BCPUD, its directors, officers, employees, and volunteers from liability for any injury or property damage resulting from Licensee's activities under this agreement. This provision excludes damages arising solely from willful or intentional acts of BCPUD or its agents.

#### **7. Indemnity**

To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless BCPUD and its officers, employees, and volunteers from:

- a. Any claim or liability arising directly or indirectly from Licensee's use of the well; and
- b. Any violation of applicable laws or regulations arising from Licensee's operations

Licensee shall bear all legal costs, including attorneys' fees and damages incurred.

#### **8. Consideration**

No fee shall be charged for Licensee's use of the irrigation well. This fee waiver is contingent on the terms listed in the **Mutual Benefit Memorandum of Understanding** executed between BCPUD and FCPA, which documents the terms, conditions, and reciprocal public benefits provided to BCPUD through Licensee's ongoing community stewardship and shared facilities and is reproduced here as **Exhibit A**.

#### **9. Waiver**

Any waiver of a breach of this Agreement shall not be construed as a waiver of future breaches or other provisions.

#### **10. No Assignment**

Neither party may assign its rights or obligations under this Agreement without written consent of the other party.

#### **11. Entire Agreement**

This Agreement constitutes the entire understanding between the parties. No oral modifications shall have any force. Amendments must be in writing and signed by both parties. Licensee acknowledges opportunity to seek legal counsel.

#### **12. Venue and Jurisdiction**

Legal actions arising from this Agreement shall be brought in **Marin County Superior Court**. Licensee and its officers accept jurisdiction and agree to service by mailed notice and acknowledgment.

#### **13. Attorneys' Fees**

Each party shall bear its own legal costs and attorneys' fees in any dispute arising from this Agreement.

#### **14. Counterparts**

This Agreement may be executed in counterparts. All signed copies, when taken together, shall constitute a single, binding document.

### **SIGNATURES**

#### **LICENSOR**

Bolinas Community Public Utility District (BCPUD)

*Georgia Woods, General Manager*

Date: \_\_\_\_\_

#### **LICENSEE**

Firehouse Community Park Agency (FCPA)

*David Lich, President, Board of Commissioners*

Date: \_\_\_\_\_

