

# BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

BCPUD

BOX 390

270 ELM ROAD BOLINAS CALIFORNIA 94924

415 868 1224



## **DRAFT: Memorandum of Understanding (MOU)**

### **Between the Bolinas Community Public Utility District (BCPUD) and Firehouse Community Park Agency (FCPA) for Cost Share to Repair the Downtown Park Well Pump**

#### **1. Parties**

This Memorandum of Understanding ("MOU") is entered into as of \_\_\_\_\_, by and between:

- **Bolinas Community Public Utility District ("BCPUD")**, a public agency organized under the laws of the State of California, and
- **Firehouse Community Park Agency ("FCPA")**, a joint powers authority formed pursuant to a Joint Exercise of Powers Agreement between BCPUD and the Bolinas-Stinson Union School District ("BSUSD").

FCPA manages Mesa Park, located at 100 Mesa Road (Assessor's Parcel Nos. 193-020-45, 193-020-59, and 193-020-47), which is owned by BCPUD. FCPA also manages the Downtown Park located at 32 Wharf Road, Bolinas, California (Assessor's Parcel No. 193-081-38), which is solely owned and operated by FCPA.

#### **2. Purpose**

BCPUD agrees to provide **funding in the amount of Thirteen Thousand Five Hundred Dollars (\$13,500)** to FCPA for the immediate repair of the **Downtown Irrigation Well**, located within the Downtown Park. This well is the primary source of irrigation for the park grounds and, when operational, allows FCPA to irrigate without relying on treated water supplied by BCPUD.

Due to the well's current disrepair, FCPA is temporarily using treated water from its downtown meter to irrigate the park, resulting in significantly increased costs. The repair is therefore urgent to reduce FCPA's financial burden, restore cost-efficient irrigation, and support BCPUD's preference that treated water be reserved for restroom facilities and other essential uses.

This funding reflects the shared interest of both agencies in maintaining community-serving infrastructure, promoting responsible water resource management, and supporting the long-term sustainability of public assets.

### 3. Cost Share Terms

- **Total Amount:** \$13,500
- **Repayment Schedule**
  - \$1,500 due on December 31, 2025
  - \$1,500 due on December 31, 2026
  - \$2,100 due on December 31 of each year from 2027 through 2031

All payments shall be made payable to BCPUD and remitted to its administrative office.

### 4. Authorization

The BCPUD Board of Directors formally approved this cost share and its associated terms, as outlined in this MOU, during its regularly scheduled Board of Directors meeting held on **August 20, 2025**. Approval was granted in recognition of the collaborative relationship between BCPUD and FCPA—an entity formed under a Joint Exercise of Powers Agreement—and their shared commitment to the public good.

The cost share reflects the underlying public service mission of both agencies and acknowledges FCPA's ongoing contribution to the management and stewardship of BCPUD-owned recreation lands and infrastructure.

This arrangement is further supported by the **Mutual Benefit Memorandum of Understanding**, referenced below and attached as **Exhibit A**, which outlines reciprocal obligations and community-serving functions provided by FCPA in partnership with BCPUD.

### 5. Reference to Mutual Benefit Agreement

The parties incorporate by reference the **Mutual Benefit Memorandum of Understanding** executed between BCPUD and FCPA. Attached hereto as **Exhibit A**, this agreement documents FCPA's continued support of BCPUD through:

- Management of publicly accessible lands and recreational assets,
- Maintenance of BCPUD-owned infrastructure (such as at Mesa Park),
- Insured and regulated use of open spaces under public oversight.

These mutual obligations and services provide substantial public value and form the rationale for the financial support outlined herein.

### 6. Acknowledgement

This MOU reflects the mutual understanding and agreement between BCPUD and FCPA regarding the terms and conditions of the cost share. It does not create a binding legal

obligation but serves as a formal record of the approved financial arrangement and cooperative intent.

## 7. Signatures

### **Bolinas Community Public Utility District**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### **Firehouse Community Park Agency**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **Exhibit A**

### *Mutual Benefit Memorandum of Understanding*