

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

BCPUD

BOX 390

270 ELM ROAD BOLINAS CALIFORNIA 94924

415 868 1224



DRAFT: Mutual Benefit Memorandum of Understanding (MOU)
Between the Bolinas Community Public Utility District (BCPUD)
and the Firehouse Community Park Agency (FCPA)

1. Purpose

This Memorandum of Understanding establishes the shared understanding between the **Bolinas Community Public Utility District (BCPUD)**, legal owner of the Mesa Park property, and the **Firehouse Community Park Agency (FCPA)**, regarding the mutual benefits derived from FCPA's stewardship of the site as further specified in the Amended License Agreement.

Through this arrangement, BCPUD is able to maintain and operate essential utility infrastructure within a community-serving space that is actively managed and maintained by FCPA.

This MOU also outlines compensation mechanisms recognizing FCPA's ongoing efforts in support of BCPUD's operational needs.

2. Background

- BCPUD is the legal owner of the Mesa Park property, identified by APN #193-020-45, 47 & 59.
- FCPA is a Joint Powers Authority formed by BCPUD and the Bolinas-Stinson Union School District for the express purpose of managing Mesa Park as a public recreational facility.
- FCPA's oversight of the property provides ongoing logistical and community benefits that support BCPUD's ability to situate and access critical infrastructure at this location.

3. Recognition of Benefits

BCPUD recognizes that its continued use of the Mesa Park property is made possible by FCPA's long-standing and active management. Specifically, FCPA must continue to perform the following conditions for the term of this Amended License Agreement:

- **Parking Lot Maintenance:** FCPA maintains and periodically grades the Mesa Park parking lot, which provides an essential public benefit. Absent this management, BCPUD would bear the cost of maintaining this facility.

- **Insurance Coverage:** FCPA insures the entire 12-acre property for public recreational use. Without this coverage, BCPUD would be responsible for securing liability insurance as the property's owner.
- **Grounds Management:** FCPA performs regular vegetation clearing, access facilitation, and site upkeep across all 12 acres, ensuring community usability and safety. These efforts would otherwise fall to BCPUD to maintain the land as publicly accessible open space.
- **Water Infrastructure Investments:**
 - In 2009, FCPA funded the installation of a groundwater well at the Resource Recovery site on BCPUD-owned property.
 - In 2014, FCPA installed a transmission line connecting the well to Mesa Park.
 - The infrastructure currently supports irrigation of the park's athletic fields.
 - In 2025, BCPUD began construction of a water treatment facility in a portion of the Mesa Park parking lot. Upon completion, BCPUD will incorporate this FCPA-installed well and transmission infrastructure into its emergency water supply system during drought conditions.

4. Scope of Use

- BCPUD shall be permitted to install, operate, and maintain utility infrastructure—including but not limited to water tanks, pipelines, and electrical equipment—within the designated area shown in **Exhibit B**, without prior notice to the FCPA Board or its staff.
- BCPUD shall also have unrestricted access to the site for routine maintenance and emergency repairs.

5. Coordination

- BCPUD shall coordinate with FCPA to ensure that infrastructure-related activities do not interfere with public park operations.
- Prior to implementing any substantial modifications or additions to the utility infrastructure identified in **Exhibit B**, BCPUD shall seek formal approval from the FCPA Board.

6. Compensation

In recognition of the conditions and benefits derived from FCPA's management of the site and the impact of BCPUD's utility activities at Mesa Park listed in Section 3:

- BCPUD shall pay FCPA an annual fee of \$8200, or provide in-kind services or improvements of equal value, as mutually agreed.

- Compensation shall be reviewed every 2 years during BCPUD's budgetary process to ensure fairness and reflect actual service value.

7. Term and Termination

- This MOU shall remain in effect for 20 years, unless terminated by mutual agreement or with 90 days' written notice by either party.
- Upon termination, BCPUD shall restore the site to a condition acceptable to FCPA, unless otherwise agreed.

8. Dispute Resolution

- Disputes under this MOU shall be resolved through good-faith negotiation.
- If needed, the matter may be referred to mediation.

9. General Provisions

- This MOU does not constitute transfer of property ownership.
- Amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date below:

Bolinas Community Public Utility District (BCPUD)

Georgia Woods, General Manager

Date: _____

Firehouse Community Park Agency (FCPA)

David Lich, President, Board of Commissioners

Date: _____