



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: August 15, 2024

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

SUBJECT: Review and Possible Action Concerning UC Davis Bodega Marine Center Permit for Scientific Ocean Current Monitoring Project.

Since 2009 the MWSD is hosting High-Definition-Radar units used for Scientific Research at the office property. A system of similar radar units is installed around San Francisco Bay and the California Coastline. The radar units are monitoring ocean currents in real time and are helping to understand regional current patterns. The data is also used by the California Coastguard in search and rescue missions.

In 2015 the responsibility for the project was transferred from the Romberg Tiburon Center to the Bodega Marine Center. The current agreement allowing access to the MWSD property was extended in 2019 and is expiring in December 2024. The Bodega Marine Center requested a further extension of the agreement.

RECOMMENDATION:

Adopt Resolution No. ____, Resolution of the Montara Water and Sanitary District Approving and Authorizing Execution of Permit for Scientific Ocean Current Monitoring.

RESOLUTION NO. _____

RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING AND AUTHORIZING EXECUTION OF PERMIT FOR SCIENTIFIC OCEAN CURRENT MONITORING (UC Davis Bodega Bay Marine Laboratory)

WHEREAS, the University of California Davis Bodega Bay Marine Laboratory proposes to continue to undertake the responsibilities for operating and maintaining an ocean current radar monitoring project (“Project”) and facilities located on this District’s property and formerly owned and operated by the San Francisco State University Romberg Center; and

WHEREAS, the Project is operated in conjunction with similar monitoring stations along the State’s coastline and provides valuable scientific information; and

WHEREAS, this Board encourages scientific endeavors advancing knowledge of the earth’s natural conditions; and

WHEREAS, this Board previously approved a 5-year permit that expires on December 31, 2024 and now desires to approve and authorize the execution of the permit for another 5-year term as hereinafter referenced;

NOW THEREFORE, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

That certain document entitled, “Revocable Permit to Enter Property” by and between the Regents of the University of California, on behalf of the Bodega Bay Marine Laboratory, a copy of which permit is on file in the Administrative Offices of the District, to which copy reference is hereby made for the full particulars thereof, is hereby approved and the General Manager is hereby authorized and directed to execute said permit for and on behalf of the Montara Water and Sanitary District.

President, Montara Water and Sanitary District

RESOLUTION NO. _____

RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING AND AUTHORIZING EXECUTION OF PERMIT FOR SCIENTIFIC OCEAN CURRENT MONITORING (UC Davis Bodega Bay Marine Laboratory)

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. _____ was duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a regular meeting thereof held on the 15th day of August, 2024, by the following vote:

AYES, Directors:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District



Montara Water & Sanitary District

Serving the Communities of Montara and Moss Beach

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Montara, CA 94037-0131

E-mail: mwsd@coastside.net

Visit Our Web Site: <http://www.mwsd.montara.com>

To: UC Davis Bodega Marine Laboratory
PO Box 247
2099 Westshore Road
Bodega Bay, CA 94923
Attention: Tara N. Barbier

From: Clemens Heldmaier, General Manager
Montara Water and Sanitary District ("MWSD")

Subject: Revocable Permit to Enter Property

PERMISSION IS HEREBY GRANTED to the Regents of the University of California, a California corporation, on behalf of the Bodega Marine Laboratory ("Permittee"), to enter upon and use that portion of MWSD's property defined hereinafter as the "Premises" to conduct activities related to Permittee's radar ocean current monitoring project ("Project") subject to the following terms and conditions.

1. Term. The Term of this permit ("Permit") is five (5) years commencing on January 1, 2025 and expiring on December 31, 2029.

2. Premises. The Premises ("Premises") includes, collectively, unimproved portions of MWSD's property upon and within which a pole-mounted radar transmitter and a pole-mounted radar receiver have been installed as described and depicted in Exhibit "A," entitled "CODAR/CENCOOS SFSU Site Assessment Report," dated September 26, 2014, attached hereto and incorporated herein. Permittee's activities shall be conducted solely on the Premises, except that Permittee shall have reasonable pedestrian ingress and egress privileges to and from the Premises and use of MWSD's vehicle parking area in conjunction with use of the Premises.

3. Permission Revocable. This Permit does not constitute a deed, grant of easement, lease, conveyance, or transfer of any property interest in or to the Premises or any other portion of MWSD's property. This Permit is revocable, and may be terminated without cause at any time at the will of MWSD, effective upon not less than twenty four (24) hours' prior notice thereof. Notwithstanding the foregoing, this Permit may be terminated for cause immediately upon notice from MWSD to Permittee. Subject to the provisions of paragraph 6 regarding restoration of the Premises, Permittee shall terminate its use of the Premises upon conclusion of the Project upon giving MWSD not less than thirty (30) days' prior written notice thereof.

4. Notification Prior to Entry. Permittee shall notify MWSD in writing by mail, facsimile or e-mail of Permittee's commencement of its activities hereunder not less than three (3) business days prior to Permittee's initial entry upon the Premises. Permittee shall notify MWSD by telephone, e-mail or facsimile not less than twenty four hours prior to Permittee's subsequent entry upon the Premises; provided that, on occasions when Permittee intends to visit the Premises on an uninterrupted daily basis, Permittee may give a single notification of the estimated duration of those visits and Permittee's estimated time of arrival and departure on each day thereof.

5. No Interference. Permittee shall conduct all activities permitted hereunder in an efficient and expeditious manner. Permittee's activities shall be conducted so as not to interfere in any manner with MWSD's activities, business and related operations conducted on and within MWSD's property and improvements.

6. Condition, Maintenance of Premises. Permittee hereby accepts the Premises in its "as is" condition, and assumes all risks associated therewith. Except for the structures depicted in Exhibit A, Permittee shall not construct, install or place any improvements, structures, supplies, materials or equipment in, upon, over or under the Premises, and shall not alter the Premises or otherwise change the configuration thereof. Permittee shall maintain the Premises in a clean, neat and orderly condition. Upon expiration of the duration of the use permitted hereunder or earlier expiration of the Term or termination of this Permit, Permittee shall restore the Premises to the condition substantially conforming to that existing upon commencement of Permittee's use thereof.

7. Hazardous Substances. Permittee shall not use, generate, store or dispose of any Hazardous Material on, under, over, about or within the Premises in violation of any law or regulation. Permittee agrees to defend, indemnify and hold harmless MWSD, its governing Board, officers, employees, and agents from and against any and all losses, liabilities, claims and/or costs (including reasonable attorneys, consultants, and experts fees and costs associated with litigation) arising from any breach of Permittee's

agreement contained in the first sentence of this paragraph. The foregoing provisions shall not be deemed a limitation upon the provisions of paragraph 9 (Hold Harmless). As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The provisions of this paragraph shall survive the expiration of the Term or termination of this Permit.

8. Release. Permittee hereby acknowledges that MWSD's property is used for conducting the business and operation of its publicly owned water and sewerage systems and that portions of the property within which the Premises is located are unimproved, may contain vehicles, machines, equipment, materials and supplies used by MWSD for conducting the business and operation of those systems and that such operation is of an industrial or commercial nature involving risks of personal injury and property damage. Permittee further acknowledges that it is familiar with MWSD's operations and properties, and that Permittee has inspected the Premises. Permittee hereby assumes any and all risks associated with entering upon, occupying, and using the Premises and all other portions of MWSD's property used or traversed in conjunction with this Permit, and hereby releases MWSD, its governing Board, officers, employees, consultants and agents (collectively, "Indemnitees") from any and all liabilities arising from Permittee's use and occupancy of the Premises and from entering and traversing any other portions of MWSD's property.

Permittee hereby expressly waives any rights which may accrue to Permittee under the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

9. Hold Harmless. Permittee hereby agrees to defend, indemnify, and save harmless MWSD, its governing Board, officers, employees, consultants and agents (collectively, "Indemnitees") from and against any and all claims, suits, actions, liability, loss, damage, expense, or costs (including reasonable attorneys, consultants, and experts fees and costs associated with litigation) of every nature, kind, or description, which may be brought against, suffered, or sustained by Indemnitees arising out of or in connection with Permittee's entry upon, use and occupancy of the Premises, or otherwise arising out of Permittee's exercise of the privileges granted hereunder, but only in proportion to and to the extent such claims, suits, actions, liability, loss, damage, expense, or costs are caused by or result from the negligent or intentional acts or omissions of Permittee.

The duty of Permittee to indemnify and save harmless as set forth herein includes the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Permittee to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

10. Insurance. Permittee shall acquire and maintain under a policy or policies provided by an insurer or insurers admitted in California, or provide under a self-insurance program approved by MWSD, public liability insurance covering the activities of Permittee, its employees, volunteers, agents or representatives conducted pursuant to this Permit that provides a combined limit of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate.

Prior to initial entry upon the Premises, Permittee shall furnish MWSD with:

(i) Certificate(s) and (ii) copy(ies) of information or declaration pages of the policy or policies of insurance required hereunder or (iii) other evidence of coverage satisfactory to MWSD, with original endorsements:

(a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after MWSD shall have received written notification of cancellation or reduction in coverage by first class mail;

(b) Providing that Permittee'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 (cross liability endorsement);

(c) Naming MWSD, its governing Board, officers, employees, consultants and agents as additional insureds; and

(d) Providing that Permittee's Insurance shall be primary insurance with respect to MWSD, its its governing Board, officers, employees, consultants and agents, and that any insurance or self-insurance maintained by them shall be in excess of Permittee's Insurance and not contributory with it.

11. Abandonment. In the event that Permittee fails to use the Premises for the use permitted hereunder, or otherwise shall fail to exercise its privileges hereunder, or shall fail to comply with any of the conditions herein contained, or in the event that this Permit shall be revoked, then all privileges of Permittee hereunder shall forthwith cease and terminate.

12. Notices. Written notices required or convenient hereunder to MWSD shall be addressed to:

Montara Water and Sanitary District
P.O. Box 370131
Montara, CA 94037
Attn: General Manager

Phone: (650) 728-3545
Facsimile: (650) 728-8556
E-mail: mwsd@coastside.net

and to Permittee, Real Estate Services
University of California Davis
255 Cousteau Place
Davis, CA 95618
Attn: Assistant Director

Phone: (530) 752-0250
E-mail: rrlake@ucdavis.edu

13. Transferability. This Permit or the privileges granted to Permittee hereunder shall not be assigned or otherwise transferred by Permittee without the prior written consent of MWSD which may be granted or denied solely at MWSD's absolute discretion.

14. Prior Permits.

The parties further acknowledge that a prior permit for the same purpose as under this Permit had been granted by MWSD to Permittee and which expired on December 31, 2024 ("Prior Permit"). The Prior Permit had been issued for substantially the same purpose as a permit granted by MWSD to the San Francisco State University Romberg Tiburon Center ("Romberg"). Permittee acknowledged in the Prior Permit and continues to acknowledge and hereby represent and assure MWSD that Permittee has agreed to undertake the activities previously performed by Romberg, that Romberg has relinquished all interests it had in the prior permit and that as between Permittee and Romberg, this Permit supersedes the prior permit. Permittee hereby agrees to, and shall, assume all responsibility for the consequences of its transaction with Romberg in assuming the activities and use permitted hereunder and agrees that the provisions of Paragraph 9 (Hold Harmless) includes such consequences, including those activities and uses permitted under the Prior Permit. This provision and the hold harmless provision in Paragraph 9 shall survive the termination of the Permits.

Dated: _____, 2024

Clemens Heldmaier, General Manager

The foregoing Permit and its terms and conditions are hereby acknowledged and accepted.

Dated: _____

Regents of the University of California, a California corporation

By: _____

Dave Lawlor, Vice Chancellor and
Chief Financial Officer

CODAR / CENCOOS SFSU Site Assessment Report

Friday, September 26, 2014

Max Hubbard
Chad Whelan



Summary:

Site assessments for 14 CENCOOS radar stations were performed during the month of September 2014. Majority of sites were visited by CODAR technician Max Hubbard and Jim Pettigrew. Repairs were performed when possible during the site visits, or during follow up visits (see individual site sections). All the computers for the six San Francisco Bay sites were replaced with brand new mac-minis running Release 7 Update 1 SeaSonde software (with license keys). On the new R7 computers AIS antennas and receivers were installed on the sites where it was an immediate option. Back up drives were replaced as needed at all sites. Most of the antennas in the network are old box style and could use upgrading to new dome style at some point. Nearly all receiver USB cables are old style without ferrets and could use upgrading.

Sites in the network need angsegs and first order line reviews. Antenna patterns need to be updated excluding some of the SF Bay sites, which have had recent patterns.

A major concern from SF State Technician Jim Pettigrew is who will be valid site license holders for the network. This will affect who has valid authorization to access the sites for repairs during the CODAR monitoring contract. This issue should be addressed by the relevant CENCOOS personnel.

CODAR/CENCOOS SFSU Sites Assessment Report

Montara Water Sanitation Plant	
Site Code	MONT
Frequency / Bandwidth	12.189901 MHz / 51.5 kHz
Antenna Type	Separated Transmit and Receive Box Style
Antenna Pattern	Measured April, 2008
Receiver Serial Number	2007224
Transmitter Serial Number	2006165
Mac Computer Model	Mac mini mid 2010
Mac OS Version	10.6.8
CODAR software version	Release 7 Update 1 with License Key
CODAR firmware version	3.18
UPS	None
Internet Access	Coastside DSL
Landowner / License	Sanitation District

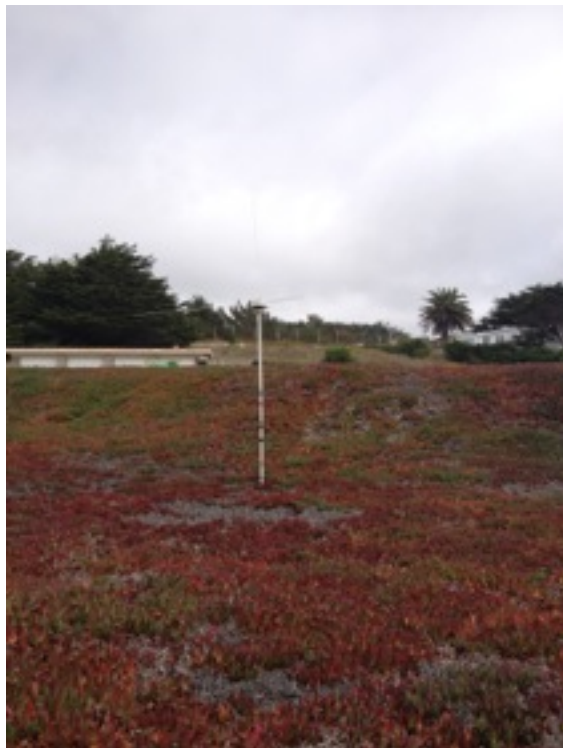
Current Site Condition:

Site is operating normally and getting expected range. Enclosure is in the water plant building. Typical sea air corrosion on the two separated antennas. Minimal dirt present on electronics fans inside of electronics enclosure. Cable runs are underground from the building housing and appear to be adequate. Site has authorized multi-static suite from earlier CODAR testing. During site assessment period hard disk of the computer was reported to be filling up by Marcel and Jim. This was due to TimeSeries logging from earlier multi-static work, this has been shut off and files have been cleared off the hard disk.

Recommendations for Site Repair / Upgrade:

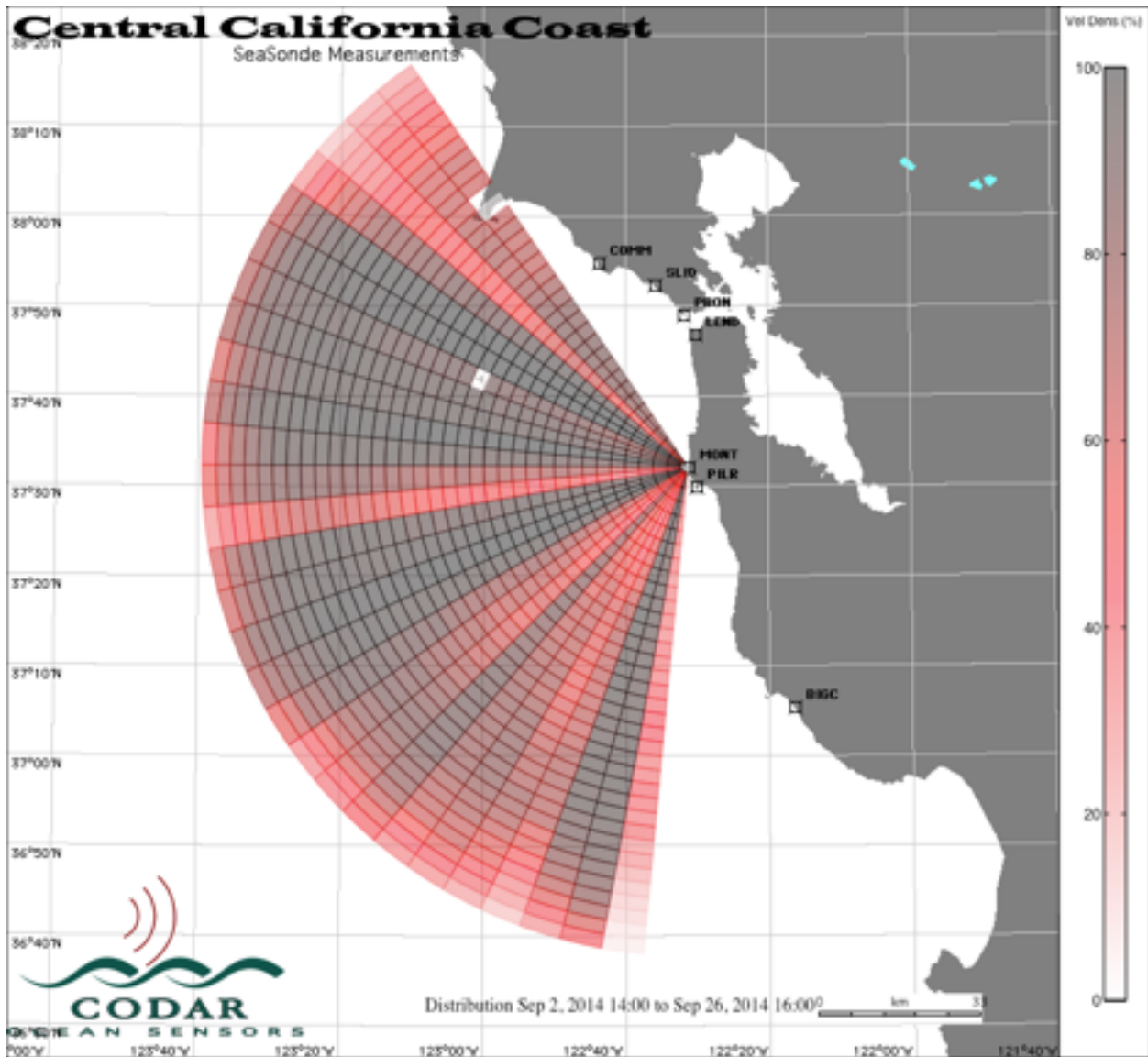
- Installation of AIS for antenna pattern generation
- Antenna pattern needs updating
- Installation of UPS

CODAR/CENCOOS SFSU Sites Assessment Report



Clockwise from top: Receive antenna, transmit antenna, sea-air corrosion on Rx antenna, electronics.

CODAR/CENCOOS SFSU Sites Assessment Report



Radial distribution for MONT site. Site gets excellent range and radial density coverage.