

## **STAFF REPORT**

**To:** Coastside County Water District Board of Directors

**From:** Mary Rogren, General Manager

**Agenda:** October 14, 2025

**Date:** October 10, 2025

**Agenda Title:** Approval of Communications Site License Agreement with the Half Moon Bay Amateur Radio Club to Install a Ham Radio Repeater at El Granada Tank #3 Site

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### **Recommendation/Motion:**

**Authorize the General Manager to enter into a communications site license agreement with the Half Moon Bay Amateur Radio Club to install a ham radio repeater at the El Granada Tank #3 site.**

### **Background:**

The HAM radio network on the San Mateo Coastsides provides a key communications link during emergencies for the Coastsides CERT ("Community Emergency Response Team") neighborhoods and other emergency responders from Montara to Pescadero. The Half Moon Bay Amateur Radio Club (HMBARC) currently utilizes a repeater operated by the County of San Mateo, however HMBARC may have limited or no access to the County's repeater in extreme emergencies when the County's emergency network takes precedence. HMBARC is therefore seeking a location where they can own and operate a repeater specifically for the HAM radio community and that will be available during Coastsides emergencies.

The HMBARC has identified the El Granada Tank #3 site (located at 712 El Granada Blvd) as an ideal location for its repeater. The footprint for the repeater and associated hardware is relatively small in size. The repeater will be placed on the tank handrailing and a small equipment cabinet will be placed in the building on the tank site. Although HMBARC will need to maintain the equipment, ongoing access requirements should be minimal. (See Attachment A for HMBARC's proposal to the District for the placement of the repeater.)

District staff recommends supporting HMBARC in this effort that will provide significant benefits and resiliency to the Coastside community.

Although the HAM radio network is for the amateur community only and not for commercial use, the District will also have access to this radio network in emergencies. Use of this network could prove to be invaluable in communicating with neighborhood communities and other local agencies in the District quickly when cell service or the internet is down. (Note that the District has its own radio system and frequencies for its daily internal use.)

Hanson-Bridgett assisted the District in preparing the license agreement with HMBARC (Attachment B). Key terms include:

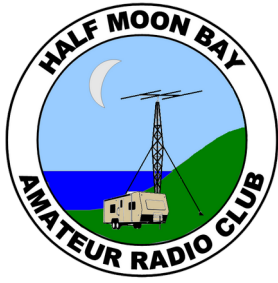
- The District will provide use of the site to HMBARC for the repeater and related equipment. HMBARC is responsible for all costs associated with the installation, operation, and maintenance of the repeater with the exception of electricity. (The District will provide a 120 Volt AC receptacle. Note that electricity use will be minimal.)
- District staff must accompany HMBARC when accessing the premises.
- The agreement is for two years and will automatically renew in two year increments unless terminated by either party at least (30) days prior to the upcoming termination date. The agreement can be terminated by either party for any or no reason with (60) days' notice.
- HMBARC agrees that the District may use the repeater in cases of emergency. In exchange for this service, no license fee will be charged.

**Fiscal Impact: none.**

Attachments:

Attachment A – HMBRC Proposal

Attachment B – Draft Communication Site License Agreement



November 19, 2023

Mr. Darin Sturdivan  
766 Main Street  
Half Moon Bay, CA 94019

RE: Proposal to Install Ham Radio Repeater at CCWD Tank #3 Facility

Dear Mr. Sturdivan,

The Half Moon Bay Amateur Radio Club (HMBARC) and its affiliated Amateur Radio Emergency Service® (HMBARES) propose to place a ham radio repeater in El Granada at the Coastside County Water District (CCWD) Tank #3 facility on El Granada Boulevard. We have coordinated this proposal with CCWD staff and believe (1) the proposal is technically feasible, and (2) the repeater would benefit both HMBARC/HMBARES and the CCWD during emergencies.

A repeater is an electronic device that receives a radio signal and retransmits it. Repeaters extend transmissions so that signals can cover longer distances or be received on the other side of obstructions. The purpose of the proposed repeater is to provide communications service to as much of the Coastside as possible during emergencies. The best available location we have found to accomplish this is at the CCWD facility which would provide coverage from the Tom Lantos Tunnels to the south of Half Moon Bay, possibly as far as Pescadero. We propose that the CCWD provide the location for the repeater, and the HMBARC/HMBARES provide the repeater, associated hardware, and assist with the installation. HMBARC/HMBARES will maintain the equipment.

Further background and information related to the proposed repeater system and its installation and operation are included in the attachment.

The purpose of this letter is to request permission from the CCWD to continue working with CCWD staff to implement the proposed repeater. If you have questions or require any clarifications, please do not hesitate to contact me.

Sincerely,

Harry Ysselstein  
President, HMBARC  
[president@hmbarc.org](mailto:president@hmbarc.org)

## System Description

### Hardware Description

The proposed repeater system consists of a Vertex Standard Model VXR-5000, a set of duplexer filters and an identification module (figure1), a monopole antenna approximately 15 ft tall (figure 2), and coaxial cable between the repeater electronics and the antenna. The repeater is designed to operate on a frequencies of 146 – 148 MHz and will receive and transmit on slightly different frequencies in that band. These items will be enclosed in a secure cabinet (36" x 24") with appropriate climate control. We propose the cabinet to be located in the building on site at CCWD El Granada Tank #3. The system antenna must be mounted high and clear of obstructions in order to be effective. We propose that it be located atop the tank on the northwest side, giving good separation from the CCWD electronics on the northern side, as shown on Figure 4.



**Figure 2**  
Comet GP-9 Antenna



**Figure 3**  
Equipment Cabinet Example



**Figure 1**  
Repeater Hardware



**Figure 4**  
Proposed antenna mounting locations

### Interfaces

**Power:** The repeater electronics will operate on 117 or 220 volts AC. It will consume approximately 30 watts continuously and up to 200 watts when the transmitter is active. We propose a 117 VAC plug-in connection for power.

**Antenna and Feedline:** We propose the antenna be mounted at the top of the tank on the north side. The area of interest is shown on figure 4. The coaxial feedline would be routed down the tank and into the building using existing, unused conduit. Inside the building, we would provide conduit for the coax line as appropriate.

**Climate Control:** The repeater electronics is the only unit that dissipates heat. If needed we will provide cooling fan(s) inside the cabinet to exhaust warm air to the exterior. The repeater has relative wide range of operating temperatures (-22F to +140F) however it is best kept to a temperate range around 70F. We don't anticipate any need for heat or air conditioning inside the building.

**Electromagnetic Compatibility:** The repeater operates in the range of 146-148 MHz. It is currently set up to transmit on 146.955 MHz and receive on 146.355 MHz, however these frequencies are subject to change to eliminate interference with other repeater systems within range. It uses CCTSS tone of 114.8 Hz for access control. Modulation is analog FM less than 25 kHz bandwidth. There are no digital modulation signals used in the system. The repeater transmitter can output up to 25 watts, of which approximately 20 watts will reach the antenna. The proposed antenna has gain of 8.5 dBi.

### **Installation**

We propose to assist CCWD employees with the installation, as directed. Although we haven't done a detailed analysis of installing and checking out the system, two work days is probably adequate.

We propose that the equipment cabinet be wall mounted on the south wall of the building if possible. As we have not selected and purchased the equipment cabinet yet, those details are pending.

### **Operation**

The system is designed to operate continuously, 24 hours/day, 7 days/week with little maintenance required. If a fault is detected we would need access to diagnose and correct the problem. In general this can be addressed with a normal workday schedule, unless the system is actively supporting emergency communications.

## **Roles/Responsibilities**

### Half Moon Bay Amateur Radio Club

Maintenance of the repeater equipment is the responsibility of HMBARC and will be performed on an as-needed basis by the Radio Officer, with an assistant, if required. As noted above, the routine maintenance of the repeater system can be scheduled during business hours at the District's convenience.

Repair or replacement of the repeater equipment, antenna, and cabling is the responsibility of HMBARC, including the cost of the equipment.

FCC Licensing and compliance with all FCC regulations is the responsibility of HMBARC.

### Coastside County Water District

The location for the repeater will be provided by the District, as noted above, this is an existing structure on the proposed site. The location of the antenna and cabling on the tank will be determined by the District. Installation of the antenna and cabling will be done by the District according to their requirements.

Power (120 V) for the repeater will be provided by the District within the existing structure.

The location and installation of a CCWD approved cabinet provided by HMBARC will be done by the District according to their requirements.

## Attachment B

### COMMUNICATIONS SITE LICENSE AGREEMENT

This Communications Site License Agreement (this “**Agreement**”) is dated \_\_\_\_\_, 2025 and is between the Coastside County Water District, (the “**District**”) and The Half Moon Bay Amateur Radio Club, (the “**Licensee**”). The District and Licensee are each referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

A. The District owns that certain real property commonly known as El Granada Tank 3 (located at 712 El Granada Blvd,) (the “**Property**”).

B. Licensee desires to license from the District certain ground space on the Property (the “**Premises**”), as further depicted in **Exhibit A**, for the Permitted Use, together with additional non-exclusive license for access and utilities, all as more particularly described and depicted herein.

C. The District agrees to license to Licensee the Premises for the Permitted Use (as defined below) on the terms and conditions in this License.

The District and Licensee therefore agree as follows:

#### 1. **PREMISES**

##### 1.1 **Grant and Scope**

Subject to the terms and conditions in this License, the District licenses to Licensee the right to use the Premises, for only the Permitted Use under this Agreement and for no other purpose whatsoever without the District’s prior written consent, which the District may withhold in its sole and absolute discretion for any or no reason. This Agreement and all Licensee’s rights and/or privileges to use the Premises will remain subject and subordinate to all leases, subleases, licenses, sublicenses, easements, reservations, covenants, conditions, restrictions and exceptions, that existed and were recorded prior to the Effective Date. Notwithstanding the foregoing, the District reserves for itself the right to install, maintain and operate subsurface improvements in the Premises that do not unreasonably interfere with Licensee’s permitted use.

##### 1.2 **Premises Condition**

Except as may be specifically and explicitly provided otherwise in this Agreement, the District makes no warranties or representations whatsoever about the Property’s condition, fitness or suitability for Licensee’s use. Licensee is fully familiar with, and has inspected and approved of, all aspects of the Premises and the Property, including, without limitation, the physical, environmental, title, regulatory and financial condition of the Premises and the Property. Licensee accepts the Premises in its present “**AS-IS**” and “**WITH ALL FAULTS**” condition. Licensee expressly acknowledges and agrees that neither the District nor its Agents made any warranties, representations or promises to Licensee or its Agents about the Property, in whole or in part, the Premises, in whole or in part, or any aspect about the Property or Premises including without

limitation, any structures or improvements, utilities, presence of unauthorized individuals or trespassers, or Hazardous Substances.

### **1.3 No Right to Record**

This Agreement does not create or convey any real property right, title, or interest in the Premises, in whole or in part. Licensee may not record this Agreement or any memorandum or other instrument in reference to this Agreement without the District's prior written consent, which the District may withhold or condition in its sole and absolute discretion.

## **2. PREMISES: PERMITTED USE**

### **2.1 Permitted Use**

Licensee may use the Premises to operate, maintain, remove and repair HAM Radio equipment (the "**Radio Equipment**") to transmit and receive radio communications signals, operated in compliance with all applicable Laws (the "**Permitted Use**"), for purposes reasonably necessary to accomplish the Permitted Use, but for no other purpose whatsoever without the District's prior written consent, which the District may withhold for any or no reason in the District's sole discretion. The Radio Equipment would consist of a repeater system, a set of duplexer filters, an identification module, a monopole antenna (15 feet tall) and associated wiring (similar to or as depicted in Exhibit A.)

### **2.2 Prohibited Uses**

Licensee may use the Premises only for the Permitted Use. Licensee shall not use the Premises in whole or in part in any unlawful manner or for any illegal purpose. Licensee shall not use the Premises in whole or in part in any manner that constitutes a nuisance under either applicable Laws or as determined by the District in its sole discretion. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the Premises. Licensee acknowledges and agrees that its rights under this Agreement do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the Premises, except signs that may be required under applicable Laws for site identification and/or public health and safety reasons.

### **2.3 Access**

#### **2.3.1 Licensee Access**

Except as may be specifically provided otherwise in this Agreement, Licensee may access the Premises via the Access Route during the District's normal business hours. District staff must accompany the licensee or the licensee's representative to access the premises at all times. Licensee will provide the Licensors with 24 hours' notice to access the Premises during normal business hours. After-hours access in emergencies by the licensee is permitted only in the accompaniment of the District's on-call operator or other designated District staff. Licensee further



acknowledges and agrees that Licensee's access is non-exclusive and the Property is used by the District's employees and contractors and other Licensees of the District.

### **2.3.2 Entry and Inspection**

The District and its Agents may at any time without notice in case of emergency or for any purpose related to protecting the Property, may access the Equipment and inspect the Premises. In an emergency, as determined by the District in its reasonable discretion, the District may enter the Premises by any means. The District's actions under this Section 2.3.2 will not constitute an actual or constructive eviction or relieve Licensee of any obligation with respect to making any repair, replacement, or improvement or complying with any law, order or requirement of any government or other authority. No provision of this Agreement will be construed as obligating the District to perform any maintenance, repairs, alterations or improvements.

### **2.4 Utilities**

Licensor will provide a 120 Volt AC receptacle for Licensee. There is no cost to the Licensee for the power provided by the District for use of this receptacle.

### **2.5 Premises Modifications; Alterations; Additional Equipment**

Licensee may not modify or alter the Radio Equipment or the Premises, or add additional Equipment, in any manner without the District's prior written consent of plans and specifications for such modification, which may be granted or withheld in the District's sole and absolute discretion.

### **2.6 Licensee's Contractors**

Licensee shall use only qualified and trained persons and/or appropriately licensed contractors ("Licensee's Contractors") for all work performed on or about the Premises. Licensee shall provide proof of insurance from all of Licensee's Contractors showing the District as an additional insured on all insurance policies for all work performed on or about the Premises. Additionally, at least ten (10) calendar days before any work commences on or about the Premises that requires the District's prior approval, Licensee shall provide the District a notice by email at [customerservice@coastsidewater.org](mailto:customerservice@coastsidewater.org) with: (1) a schedule with all activities to be performed in connection with the work; (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will perform the work, and (3) proof of insurance from all of Licensee's contractors showing the District as an additional insured on all insurance policies.

### **2.7 Labor and Material Costs**

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead, etc.) in connection with designing, purchasing, and installing all Equipment in accordance with all applicable Laws. Licensee shall timely pay for all labor, materials, Equipment, and all professional services related to the Permitted Use or furnished to the Premises at Licensee's direction or for Licensee's benefit.

### **3. TERM**

#### **3.1 Term**

The term of this Agreement is for two years, (the “**Term**”) commencing on \_\_\_\_\_, 2025 (the “**Effective Date**”). This Agreement will automatically extend for additional two-year increments unless terminated by either party at least thirty (30) calendar days’ notice prior to the upcoming termination date. . Upon termination of the Agreement, the parties shall have no further obligations to each other except only those obligations that accrued prior to such termination and those obligations that expressly survive the termination of this Agreement. Licensee will have no right or privilege whatsoever to use or occupy the Premises in any manner or for any purpose after this Agreement expires or terminates.

### **4. CONSIDERATION**

Licensee agrees that the District may use the radio frequency channels produced by the Radio Equipment in cases of emergency. In exchange for this service, no license fee will be due under this Agreement.

### **5. MAINTENANCE**

#### **5.1 Licensee’s Maintenance Obligations**

At all times throughout the Term, Licensee shall maintain, repair, and secure its Radio Equipment and all other personal property and improvements brought onto the Property in clean and safe condition. Licensee shall keep the Premises free of debris, graffiti, or nuisance condition and shall correct any such conditions within fifteen (15) calendar days after notice from the District to Licensee at [ro@hmbarc.org](mailto:ro@hmbarc.org) or 415-706-6216, such contact information may be updated by written notice the District. Licensee shall keep the Premises free of any dangerous or noxious, condition which would create a hazard or undue vibration, heat, noise or interference, and shall correct any such conditions within 48 hours after notice from the District to Licensee at [customerservice@coastsidewater.org](mailto:customerservice@coastsidewater.org) or 650-726-4405. If Licensee causes any damage to the Premises, access route, existing facilities or security fencing on the Property, Licensee shall promptly perform District-approved repair of same at Licensee’s sole expense.

#### **5.2 District’s Maintenance Obligations**

The District shall not be responsible for repairs to or maintenance of the Premises, or Radio Equipment, or for any associated costs except to the extent caused by the District, its agents or employees.

### **6. LIENS**

Licensee shall keep the Premises free and clear from any and all liens or other Impositions in connection with any work performed, material furnished or obligations incurred by or for Licensee. Licensee will inform all contractors and material suppliers that provide any work, service,

equipment or material to Licensee in connection with the Premises that the Premises is public property not subject to any mechanics' liens or stop notices. If any Licensee contractor or material supplier files any lien or Imposition that attaches to the Premises, then Licensee shall promptly, but in no case later than thirty (30) calendar days after discovery, cause such lien or Imposition to be released. If Licensee does not cause such lien or Imposition to be released within the 30 calendar day period, then the District will have the right, but not the obligation, to cause such lien or Imposition to be released in any manner the District deems proper, which includes without limitation, payment to the lienholder, with or without notice to Licensee. Licensee shall reimburse the District for all costs and expenses incurred to cause such lien or Imposition to be released (which includes without limitation attorneys' fees) within thirty (30) calendar days after Licensee receives a written demand from the District together with reasonable documentation to support such costs and expenses.

## **7. INDEMNIFICATION**

### **7.1 Licensee's General Indemnification Obligations**

Licensee, its members and volunteers, for itself and its successors and assigns, shall indemnify, defend with legal counsel acceptable to the District and hold the Indemnified Parties harmless from and against any and all Claims incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or property damage or other loss that occurred on or about the Premises and Access Route or arises in connection with Licensee's, or its Agents' or Invitees' authorized or unauthorized uses on or about the Premises; (2) any failure or refusal by Licensee to observe or perform any term, covenant or condition in this Agreement to be observed or performed on Licensee's part; (3) Licensee's, its Agents' or Invitees' uses or occupancy, or manner of use or occupancy, of the Premises; (4) any exposure to radio frequency (RF) emissions or electromagnetic fields (EMFs) from Licensee's Radio Equipment or uses on or about the Premises; (5) the Premises condition or any occurrence on or about the Premises attributable to the events described in clauses (1), (2), (3) or (4) above in this Section 7.1; or (6) any act, omission or negligence of Licensee, its Agents or Invitees in, on or about the Premises; all whether any negligence may be attributed to the Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the Indemnified Parties, but except to the extent that such Claim(s) arise from the Indemnified Parties' willful misconduct committed in bad faith or gross negligence. Licensee's obligations under this Section 11 include, without limitation, fees, costs and expenses for attorneys, consultants and experts, and the District's costs to investigate any Claim. Licensee's duty to defend is independent of the duty to indemnify and Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any Claim that actually or potentially falls within this Section 11, even when the allegations in such Claim are groundless, fraudulent or false, and which obligation arises at the time the Indemnified Parties tender such Claim to Licensee and continues at all times until such Claim's final resolution. Licensee's obligations under this Section 11 will survive the expiration or termination of this Licensee.

### **7.2 Licensee's Indemnification for Personnel Injuries**

Licensee acknowledges that (1) the District has delegated to Licensee control over the Premises; and (2) the District is not a co-employer of any employee of Licensee or any employee of Licensee's Agents; and (3) the District shall not be liable for any Claim by Licensee or its Agents or employees. Licensee agrees to fully indemnify, defend and hold the Indemnified Parties harmless in the same manner as provided in Section 7.1 any Claim by any employee of Licensee or its Agents that arises in connection with Licensee's or its Agents' access, uses or other activities on or about the Premises or Access Route. The foregoing indemnity survives expiration or termination of this Agreement.

## **8. ENVIRONMENTAL PROVISIONS**

### **8.1 Licensee's General Environmental Obligations**

Licensee shall manage and conduct its use and activities, and the use and activities of its Agents' and Invitees' activities on or in connection with the Property: (1) in compliance with all applicable Environmental Laws and applicable provisions in this Agreement; (2) in cooperation with the District and the District's efforts to maintain compliance with all applicable Environmental Laws; and (3) in accordance with all Best Management Practices applicable to the Equipment and the Permitted Use. Licensee shall manage its, its Agents' and Invitees' activities on or about the Property, and as may be appropriate, secure the Premises, so as to prevent any noncompliance with any applicable Environmental Law or any applicable environmental provision in this Agreement.

Without limiting any obligations of Licensee under this Agreement, Licensee shall, at its sole cost and expense, comply with all Laws (including Environmental Laws) in connection with the installation, operation, maintenance, repair or handling of any fuel tanks (including emergency generator fuel tanks) located on the Property pursuant to this Agreement. Licensee's compliance as stated in the immediately preceding sentence includes preventing spills and implementing and submitting control plans to applicable governmental authorities with respect to any fuel tanks.

### **8.2 Hazardous Substances**

Licensee, its Agents and Invitees may use only those Hazardous Substances on or about the Property that are normally associated with the Permitted Use, and only in strict compliance with all applicable Environmental Laws. Licensee shall use best efforts to minimize Hazardous Substance use on the Property and, to the extent commercially reasonable, use non-hazardous alternatives in Licensee's operations.

## **9. INSURANCE**

### **9.1 Licensee's Insurance Obligations**

Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages: (1) Commercial General Liability insurance (including

premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability meeting the indemnification obligations herein; independent contractors; personal injury) with limits of at least \$1 million combined single limit for each occurrence with \$2 million aggregate; (The required limits may be met with a combination of primary or excess umbrella insurance. Licensee's insurance must cover all activities performed by or on behalf of the Licensee on or about the Premises.

## **10. ASSIGNMENT; SUBLEASE**

### **10.1 Assignment**

Licensee shall not assign, transfer, convey, or sell all or any portion of its rights under this Agreement (whether voluntarily, involuntarily, by operation of law or otherwise) at any time without the District's express prior written consent which consent may be withheld in the District's sole and absolute discretion. Any assignment that violates this Section 10.1 shall be deemed void and without any legal effect whatsoever, and the District shall have the right (but not the obligation) to terminate this Agreement upon written notice to Licensee and to exercise any and all rights and remedies under this Agreement, at law or equity.

## **11. TERMINATION**

### **11.1 Grounds for Termination**

In addition to any other provision in this Agreement that authorizes the District or Licensee to terminate this Agreement, this Agreement may be terminated as follows:

- (1) by either the District or Licensee upon thirty (30) calendar days' written notice when the other remains in default beyond any applicable cure period; or
- (2) by either party upon sixty (60) calendar days written notice to the other party at any time after the Commencement Date for any or no reason.

## **12. REMOVAL AND RESTORATION**

Licensee shall remove all Radio Equipment at its sole expense within thirty (30) calendar days following the expiration or termination of this Agreement, including but not limited to facilities used to house Equipment that the District does not elect to retain. Licensee shall repair any damage to the Premises caused by such removal and shall return the Premises to a clean surface condition with no underground equipment, foundations or utilities from Licensee, reasonable wear and tear and damage beyond the control or without the fault or neglect of Licensee excepted.

## **13. NOTICES**

Except as may be specifically provided otherwise in this Agreement, all notices, demands or other correspondence required to be given under this Agreement must be written and delivered through (1) electronic mail at the address(es) specified below; (2) an established national courier service that

maintains delivery records and confirmations; (3) hand delivery; or (4) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

**TO DISTRICT:** Coastside County Water District  
766 Main Street  
Half Moon Bay, CA 94019  
Attn: Mary Rogren, General Manager  
[mrogren@coastsidewater.org](mailto:mrogren@coastsidewater.org)  
(650) 726-4405

**TO LICENSEE:** President, Half Moon Bay Amateur Radio Club  
P.O. Box 819  
Half Moon Bay, CA 94019  
[president@hmbarc.org](mailto:president@hmbarc.org)  
415-706-6216

All notices will be deemed effective on receipt or on attempted delivery when delivery is refused. Telephone, facsimile and email information are provided for convenience and for couriers who may require such information, and any notice given solely through electronic means will not be deemed to be effective notice. Any copies required to be given constitute an administrative step and not actual notice. The parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

#### **14. MISCELLANEOUS**

##### **14.1 Unenforceability; Severability**

If a court with competent jurisdiction over this Agreement holds any provision in this Agreement invalid or unenforceable with respect to either the District or Licensee, or any third parties to whom this Agreement may become applicable or enforceable, (1) the valid or enforceable provisions will not be affected whatsoever; (2) the application of such invalid or unenforceable provision to persons or entities other than those as to whom it is held invalid or unenforceable will not be affected; and (3) each provision in this Agreement shall be valid and enforceable to the fullest extent permitted under Law.

##### **14.2 Integration; Entire Agreement**

This Agreement contains the entire agreement and understanding between the parties as to the subject matter concerned in this Agreement, and this Agreement supersedes all prior or contemporaneous agreements, commitments, conditions, discussions, instruments, offers, promises and/or proposals between or among the District and Licensee in connection with the Premises, whether oral or written.

##### **14.3 Successors and Assigns**

The parties intend and agree that this Agreement will extend to and bind the parties' respective heirs, personal representatives, successors and assigns.

#### **14.4 Amendments or Modifications**

All amendments or modifications to this Agreement, if any, must be in a written and fully executed agreement signed by both parties.

#### **14.5 Waivers**

No provision in this Agreement may be waived or deemed waived, except in a written waiver signed by the party against whom enforcement of such waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement will be construed to waive or lessen any right to insist upon strict and/or timely performance of the terms of this Agreement. Any waiver by either party of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

#### **14.6 Governing Law; Venue; Attorneys' Fees**

This Agreement will be governed and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Sole and exclusive venue for any action or claim between the parties that arises from or in connection with this Agreement will reside exclusively in the Superior Court of San Mateo County (the "**Court**"). All parties will be subject to the Court's jurisdiction and waive all claims whatsoever that would defeat the Court's jurisdiction to hear and adjudicate any action or claim between the parties that arises from or in connection with this Agreement. The prevailing party in any final or non-appealable decision on the merits that arises from or in connection with this Agreement may be entitled to its reasonable attorneys' fees and costs, which includes without limitation reasonable witness, expert and consultant fees, at the Court's sole discretion. With respect to any provision in this Agreement that provides for payment of attorneys' fees, such fees will be deemed to include reasonable fees incurred through any applicable appeal process and will include, but not be limited to, fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party.

#### **14.7 Government Claims Act**

Any claim for money damages by Licensee against the District hereunder will be subject to California Government Code §§ 810 *et seq.* (the "**Government Claims Act**"). The claims presentation provisions in the Government Claims Act are hereby modified such that all claims to be presented to the District will be irrevocably waived if not made within six (6) months after Licensee discovers the facts that either give rise to the claim or would prompt an investigation that, with reasonable diligence, would lead Licensee to facts that would give rise to the claim. Neither the District nor its directors, managers, employees, attorneys, Agents or volunteers will be personally liable to Licensee in the event of any default or breach of the District, or for any amount

which may become due to Licensee or any successor in interest, or for any obligations directly or indirectly incurred under this Agreement.

#### **14.8 Public Records Act Disclosure**

Licensee acknowledges that the District is a public entity under the laws of the State of California. Furthermore, the parties acknowledge that this Agreement constitutes a public record that the District must publicly disclose under (i) the California Public Records Act, California Government Code §§ 6250 *et seq.*; (ii) Title 17, California Code of Regulations §§ 91000 *et seq.*; (iii) Article I, § 3, of the California State Constitution; and (iv) any other applicable Law that may require the District to disclose public records.

#### **23.15 Execution; Counterparts**

This Agreement may be executed simultaneously or in one or more counterparts. If the parties elect to execute this Agreement in one or more counterparts, Licensee shall execute first, the District shall execute second, each executed counterpart will be deemed to be an original but all counterparts taken together will constitute one and the same agreement.

*[Signatures appear on following page.]*



The parties are signing this Agreement to be effective as of the Effective Date.

**LICENSEE  
HALF MOON BAY AMATEUR RADIO  
CLUB**

By: \_\_\_\_\_  
Its:

**COASTSIDE COUNTY WATER  
DISTRICT**

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary to the Board

**EXHIBIT A**

**DESCRIPTION OF THE PREMISES AND RADIO EQUIPMENT**

## System Description

### Hardware Description

The proposed repeater system consists of a Vertex Standard Model VXR-5000, a set of duplexer filters and an identification module (figure1), a monopole antenna approximately 15 ft tall (figure 2), and coaxial cable between the repeater electronics and the antenna. The repeater is designed to operate on a frequencies of 146 – 148 MHz and will receive and transmit on slightly different frequencies in that band. These items will be enclosed in a secure cabinet (36" x 24") with appropriate climate control. We propose the cabinet to be located in the building on site at CCWD El Granada Tank #3. The system antenna must be mounted high and clear of obstructions in order to be effective. We propose that it be located atop the tank on the northwest side, giving good separation from the CCWD electronics on the northern side, as shown on Figure 4.



**Figure 2**  
Comet GP-9 Antenna



**Figure 3**  
Equipment Cabinet Example



**Figure 1**  
Repeater Hardware



**Figure 4**  
Proposed antenna mounting locations

### Interfaces

**Power:** The repeater electronics will operate on 117 or 220 volts AC. It will consume approximately 30 watts continuously and up to 200 watts when the transmitter is active. We propose a 117 VAC plug-in connection for power.

**Antenna and Feedline:** We propose the antenna be mounted at the top of the tank on the north side. The area of interest is shown on figure 4. The coaxial feedline would be routed down the tank and into the building using existing, unused conduit. Inside the building, we would provide conduit for the coax line as appropriate.

**Climate Control:** The repeater electronics is the only unit that dissipates heat. If needed we will provide cooling fan(s) inside the cabinet to exhaust warm air to the exterior. The repeater has relative wide range of operating temperatures (-22F to +140F) however it is best kept to a temperate range around 70F. We don't anticipate any need for heat or air conditioning inside the building.

**Electromagnetic Compatibility:** The repeater operates in the range of 146-148 MHz. It is currently set up to transmit on 146.955 MHz and receive on 146.355 MHz, however these frequencies are subject to change to eliminate interference with other repeater systems within range. It uses CCTSS tone of 114.8 Hz for access control. Modulation is analog FM less than 25 kHz bandwidth. There are no digital modulation signals used in the system. The repeater transmitter can output up to 25 watts, of which approximately 20 watts will reach the antenna. The proposed antenna has gain of 8.5 dBi.

### **Installation**

We propose to assist CCWD employees with the installation, as directed. Although we haven't done a detailed analysis of installing and checking out the system, two work days is probably adequate.

We propose that the equipment cabinet be wall mounted on the south wall of the building if possible. As we have not selected and purchased the equipment cabinet yet, those details are pending.

### **Operation**

The system is designed to operate continuously, 24 hours/day, 7 days/week with little maintenance required. If a fault is detected we would need access to diagnose and correct the problem. In general this can be addressed with a normal workday schedule, unless the system is actively supporting emergency communications.

## **Roles/Responsibilities**

### Half Moon Bay Amateur Radio Club

Maintenance of the repeater equipment is the responsibility of HMBARC and will be performed on an as-needed basis by the Radio Officer, with an assistant, if required. As noted above, the routine maintenance of the repeater system can be scheduled during business hours at the District's convenience.

Repair or replacement of the repeater equipment, antenna, and cabling is the responsibility of HMBARC, including the cost of the equipment.

FCC Licensing and compliance with all FCC regulations is the responsibility of HMBARC.

### Coastside County Water District

The location for the repeater will be provided by the District, as noted above, this is an existing structure on the proposed site. The location of the antenna and cabling on the tank will be determined by the District. Installation of the antenna and cabling will be done by the District according to their requirements.

Power (120 V) for the repeater will be provided by the District within the existing structure.

The location and installation of a CCWD approved cabinet provided by HMBARC will be done by the District according to their requirements.