

# MARIN EMERGENCY RADIO AUTHORITY

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## MEMORANDUM

**DATE:** February 10, 2005

**TO:** MERA Board of Directors

**FROM:** Martin J. Nichols, Executive Officer

**SUBJECT:** AGENDA ITEM E: WOLFBACK RIDGE FEASIBILITY STUDY  
DETERMINATION

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Recommended Action: Receive the Motorola Wolfback Ridge Feasibility Study, which concludes that this single site cannot provide MERA system coverage equivalent to the coverage provided by the Mt. Tiburon site as guaranteed and warranted by Motorola under the Motorola Agreement.

Background:

The attached Wolfback Ridge analysis report from Motorola concludes that Wolfback Ridge, as a single site, cannot meet the coverage guarantee of the Motorola/MERA agreement and the Mt. Tiburon site.

In our November 4, 2004 "Cooperative Agreement Concerning Feasibility Analysis of Wolfback Ridge Site" with the Town of Tiburon, the feasibility study and how the results are to be received are specified as follows:

2. Feasibility Study. (a) MERA shall cause a feasibility study (the "Feasibility Study") to be conducted by Motorola, Inc., its contractor under that certain Agreement between Marin Emergency Radio Authority and Motorola, Inc. ("Motorola") dated as of December 17, 1998 (the "Motorola Agreement") to determine whether, in Motorola's professional judgment, the Wolfback Ridge Site can be engineered and licensed by the FCC as a single site that provides coverage to Southern Marin County equivalent to, or greater than, the coverage provided by the Facility at the Mt. Tiburon Site as guaranteed and warranted by Motorola under the Motorola Agreement. For the purposes of this Agreement, "Southern Marin County" shall mean the area served by the Mt. Tiburon Site as contemplated by the Motorola Agreement. Motorola shall determine, in its professional judgment, which studies and cost analyses shall be included in the Feasibility Study. The Feasibility Study shall be completed and provided to MERA and Tiburon by December 31, 2004.

- (b) Tiburon shall reimburse MERA for the costs of the Feasibility Study in an amount not to exceed the sum of \$23,961 within fifteen (15) days of receiving a written invoice for such costs. Such costs will not include the time of the MERA Executive Officer Martin Nichols and MERA Engineer Richard Chuck, who shall cooperate with Motorola in producing the Feasibility Study. In no event shall MERA be required or obligated to contribute any funds to the completion of the Feasibility Study.
- 3. Ongoing Construction of Facility at Mt. Tiburon Site. (a) MERA may exercise and shall retain all rights to cause the construction of the Facility at Mt. Tiburon Site during the course of this Agreement.
  - (b) Tiburon agrees to not interfere with the construction of the Facility at the Mt. Tiburon Site by MERA.
- 4. Analysis of Feasibility Study.
  - (a) If, in the professional opinion of Motorola, the Feasibility Study demonstrates that the relocation of the Facility to the Wolfback Ridge Site can be engineered and licensed by the FCC as a single site that provides coverage to Southern Marin County equivalent to, or greater than, the coverage provided by the Facility at the Mt. Tiburon Site as guaranteed and warranted by Motorola under the Motorola Agreement, and the estimated costs of such relocation will not exceed \$900,000, the parties shall make a good faith effort to negotiate a relocation agreement within thirty (30) days after such determination is made.
  - (b) If, in the professional opinion of Motorola, the Feasibility Study demonstrates that the relocation of the Facility to the Wolfback Ridge Site cannot be engineered and licensed by the FCC as a single site that provides coverage to Southern Marin County equivalent to, or greater than, the coverage provided by the Facility at the Mt. Tiburon Site as guaranteed and warranted by Motorola under the Motorola Agreement, then Tiburon agrees to accept that determination.

The receipt of this report and acceptance of its conclusions ends any further MERA responsibility to consider Wolfback Ridge.