

SECOND AMENDMENT TO OFFICE AND STAFF SERVICES AGREEMENT

THIS SECOND AMENDMENT TO OFFICE AND STAFF SERVICES AGREEMENT (this "Amendment") is entered into as of July 1, 2011 (the "Amendment Effective Date") by and between the Novato Fire Protection District ("Landlord/Provider"), and the Marin Emergency Radio Authority ("Tenant/Client"), with reference to the following facts:

RECITALS

A. Landlord/Provider and Tenant/Client previously entered into that certain Office and Staff Services Agreement dated as of July 1, 2009 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. The parties desire to extend the Agreement for an additional year and to modify certain other provisions, as provided below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, Landlord/Provider and Tenant/Client hereby agree as follows:

1. The Recitals above are declared to be true and correct, and are hereby incorporated into this Amendment as if fully set forth below.

2. Pursuant to Section 3.03, the Agreement is extended for an additional year through June 30, 2012.

3. Section 5.03 is hereby deleted in its entirety and replaced with the following revised Section 5.03:

Landlord/Provider shall provide accounting, financial, MIS, clerical, reception and administrative assistance services in an amount of staff time not to exceed the following: Finance Director – 3 hours per week; Accounting Specialist – 5 hours per week; Administrative Specialist – 6.0 hours per week. Landlord/Provider shall provide telephone service, office furnishings for the Premises, copying services, internet access, office supplies and use of computers, printers and fax machine. Tenant/Client shall pay Landlord/Provider \$61,857 for the period July 1, 2011 through June 30, 2012 for the services described in this Section on a quarterly basis in advance with the Rent. In the event this Agreement is extended pursuant to Section 3.03, this amount shall be revised annually at each extension to reflect changes in service levels or personnel costs of Landlord/Provider. In addition, Tenant/Client shall reimburse Landlord/Provider for postage, wire transfer fees and any special project costs.

4. Except as specifically modified herein, all of the other remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Landlord/Provider and Tenant/Client have executed this Amendment as of the Amendment Effective Date.

“Landlord/Provider”:

NOVATO FIRE PROTECTION DISTRICT

By: _____
Name: _____
Its: _____

“Tenant/Client”:

MARIN EMERGENCY RADIO AUTHORITY

By: _____
Name: _____
Its: _____