

**FIRST AMENDMENT
TO PERSONAL/PROFESSIONAL SERVICES CONTRACT**

THIS FIRST AMENDMENT TO PERSONAL/PROFESSIONAL SERVICES CONTRACT (this "First Amendment") is entered into as of May 15, 2013, by and between the MARIN EMERGENCY RADIO AUTHORITY (the "Agency") and RICHARDS, WATSON & GERSHON, LLC ("Richards"), with reference to the following facts:

RECITALS

A. Agency and Richards previously entered into that certain Personal/Professional Services Contract dated as of March 15, 2004 (the "Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

B. Agency and Richards wish to modify the compensation terms of the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, Agency and Richards hereby agree as follows:

1. Exhibit B, Compensation or Fees, is hereby deleted in its entirety and replaced by the revised Exhibit B, Compensation or Fees, attached hereto.

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

IN WITNESS WHEREOF, Agency and Richards have executed this First Amendment as of the date first written above.

"AGENCY"

"RICHARDS"

MARIN EMERGENCY RADIO
AUTHORITY

RICHARDS, WATSON & GERSHON, LLC

By: _____

By: _____

Name: _____

Gregory W. Stepanicich

Title: _____

Managing Shareholder, San Francisco

EXHIBIT "B"

**COMPENSATION OR FEES
TO BE PAID TO RICHARDS**

Richards shall be paid on an hourly fee basis for general services (all legal services except for the special services specifically described below) as follows:

\$250 per hour

Richards shall be paid on an hourly fee basis for litigation, real estate, municipal finance, environmental hazard liability and FCC services (special services) as follows:

\$225 to \$295 per hour, depending upon experience of the attorney

Expenses shall be limited to:

15¢ per page for duplication

\$1.00 per page for outgoing faxes

Actual cost for messenger services and computer research

Actual cost for any other expenses approved in advance by the Executive Officer

No mileage charges shall be billed for travel to or from all MERA meetings within Marin County or other meetings within Marin County or San Francisco.

No time shall be charged for Richards to become familiar with current MERA legal matters.

Monthly invoices shall itemize hours of service provided on major MERA projects as requested by the Executive Officer.

Richards shall make all reasonable efforts to limit its fees to the amounts included in the Agency's annual budget.