

LICENSE AGREEMENT

Identification of Parties

1. This License Agreement is entered into as of _____, 2017 between the MARIN EMERGENCY RADIO AUTHORITY ("MERA" or "Licensor") and the UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION ("Licensee").

Description of Property

2. Licensor owns and operates a microwave system as part of its emergency radio communications system (the "MERA system").

Grant of License; Consideration

3. Licensor grants to Licensee a License (the "License") to use one Sub Rate Unit ("SRU") circuit on the MERA System from the Big Rock Ridge radio site to the Marin Civic Center in San Rafael, California, as depicted on Exhibit A (the "Licensed Circuit"). Licensee may not use the Licensed Circuit for any other purpose or business without obtaining Licensor's prior written consent. Licensee shall pay Licensor a monthly license fee of \$100.00 in exchange for the rights hereunder, with each payment due in arrears on or before the second Monday of the month immediately following the month during which Licensee used the Licensed Circuit. The License is granted in accordance with the terms and conditions of this Agreement and the Agreement Rider, attached hereto as Exhibit C (the "Rider").

Licensed Circuit Provided "AS IS"

4. Licensor acknowledges and agrees that Licensor has made no representations or warranties about the condition of the Licensed Circuit or its suitability for Licensee's intended use, and the Licensee is accepting the Licensed Circuit in its "AS IS" condition.

No Incidental Rights

5. The License does not include any incidental rights to use the MERA System. Licensee must use reasonable care and may not unreasonably increase the burden on the MERA System.

License Conditioned by Compliance with Technical Specifications

6. Attached as Exhibit B are applicable rules and technical specifications (the "Specifications"). If Licensee engages in any action in violation of these Specifications, this License may be immediately revoked by MERA at its sole discretion.

License Conditioned by Licensor's Use

7. Under no circumstances shall Licensee engage in any action that interferes in any manner with MERA's use of the MERA System. If Licensee does so, this License may be immediately revoked by MERA at its sole discretion.

License Nonassignable

8. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Licensed Circuit or MERA System is created or vested in Licensee by the grant of this License.

Term/Revocation

9. The term of this License shall commence on the date first written above and terminate in accordance with the Rider.

Liability for Damages

10. Licensee, as a material part of the consideration to be rendered to Licensor under this Agreement, waives all claims against Licensor for damages to all personal property in, on, or about the MERA System, and for injuries to persons, from any cause arising at any time from its use of the MERA System. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other user of the MERA System. Licensee assumes liability for claims and damages as provided in the Rider.

[Reserved]

11. [Reserved]

Notices

12. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to Licensor shall be addressed as follows:

Marin Emergency Radio Authority
c/o Novato Fire Protection District
95 Rowland Way
Novato, California 94945
Attention: Executive Officer

Notices required to be given to Licensee shall be addressed as follows:

US Department of Justice, Federal Bureau of Investigation

Attention: _____

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Entire Agreement

13. This Agreement, including the exhibits hereto, constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement is of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

Applicable Law

14. The laws of the State of California shall govern the interpretation and enforcement of this License.

Time of Essence

15. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this License.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the date and year first above written.

LICENSOR

MARIN EMERGENCY RADIO AUTHORITY

By: _____

Name: _____

Title: _____

LICENSEE

US DEPARTMENT OF JUSTICE, FEDERAL
BUREAU OF INVESTIGATIONS

By: _____

Name: _____

Title: _____

EXHIBIT A
Licensed Circuit

[See attached.]

Exhibit B

Rules and Specifications

EXHIBIT C
Agreement Rider

[See attached.]

Big Rock Ridge

[illegible]

Exhibit "B"

V.24/RS-232 Specifications

The RS-232 standard defines the voltage levels that correspond to logical one and logical zero levels for the data transmission and the control signal lines. Valid signals are either in the range of +3 to +15 volts or the range -3 to -15 volts with respect to the "Common Ground" (GND) pin

RS-232 logic and voltage levels

Data circuits	Control circuits	Voltage
0 (space)	Asserted	+3 to +15 V
1 (mark)	Deasserted	-15 to -3 V

The standard specifies a maximum open-circuit voltage of 25 volts.

(Revised 09/08/2016)
Standard Rider

FBI Division **SAN FRANCISCO**
Site Name **BIG ROCK RIDGE**
Site Number **SF-024**
Agreement Exp. Date **INDEFINITE**

AGREEMENT RIDER

This rider is hereby incorporated as part of a certain Agreement entered between MARIN EMERGENCY RADIO AUTHORITY (MERA), (Licensor) and the Federal Bureau of Investigation (FBI) (Licensee) for microwave circuit on the MERA system running from Big Rock Ridge radio site to Marin Civic Center in San Rafael.

**NOTE: THE TERMS AND CONDITIONS OF THIS RIDER
SHALL GOVERN OVER THE TERMS AND CONDITIONS
OF SAID AGREEMENT.**

The FBI, Department of Justice, is an agency of the United States Government and is self-insured.

Site User assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of the Site User or its employees acting within the scope of their employment (1) in the operation and maintenance of the herein Premises or (2) the failure of the Site User or its employees acting in the scope of their employment to observe and abide by any of the terms of conditions of this Agreement. This assumption of liability is coextensive with and in accordance to the liability of the Government under the Federal Tort Claims Act (Title 28, USC, Section 2671-2680). Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable state and Federal law.

All transactions arising hereunder shall be governed and interpreted by the laws of the state in which the communications site resides, provided that such state law does not conflict with federal law.

The monthly fees provided for herein shall be due and payable by Site User in arrears.

In compliance with the Debt Collection Improvement Act of 1996, all Federal payments will be made by electronic funds transfer (EFT). Complete and return attached EFT information form.

Any interest liability for late payments shall be computed and assessed in accordance with the terms and provisions embodied in the Prompt Payment Act, Federal Acquisition Regulation 52.232-25.

Extension of this Agreement beyond the base year and subsequent option years is contingent upon Congressional approval of the funding needed to cover this agreement.

Disputes under this Agreement shall be resolved in accordance with the FAR 52.233-1, 41 USC 601-613 Disputes and Appeals.

Except as otherwise provided in this Agreement, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive, or exemplary damages.

Site Owner/Manager or Site User may cancel this agreement at any time without penalty by providing the other party (3) months notice to the other party of its termination.

Each of the parties executing this Agreement on behalf of the Site Owner/Manager and Site User represents and warrants that such party (i) is a duly authorized representative, (ii) has full right and authority to enter into this Agreement, and (iii) that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties. This Agreement and attachments contain the entire agreement between the parties regarding the tower and the property for the Site User's operations. This Agreement shall extend to and bind the heirs, executors, administrators, successors, and assignees of the parties hereto.

MARIN EMERGENCY RADIO AUTHORITY (Licensor)

BY: _____ DATE: _____

FEDERAL BUREAU OF INVESTIGATION (Licensee)

BY: _____ DATE: _____

Licensors POC

Name: _____

Address: _____

Phone: () _____

Email _____

Licensee Administration POC

Name: Jennifer Turner

Address: FBI-ERF Bldg 27958A _____

Quantico, VA 22135 _____

Phone: (703) 985-6708 _____

Email jennifer.turner2@ic.fbi.gov

Licensee Local Point of Contact

Telecommunications Manager: Todd Kessler

Address: _____

Phone: (415) 553-7427 _____

Email Todd.Kessler@ic.fbi.gov

Please complete following.

Small Business ☐ Yes ☐ No

Small Disadvantage ☐ Yes ☐ No

Large Business ☐ Yes ☐ No

Woman Owned ☐ Yes ☐ No

The federal government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/>. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the DUNS which has the current banking account information which the Licensor desires the FBI to direct payments to. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct. If the Licensor **does not** register in sam.gov, it is necessary for the Licensor to provide the Routing and Account number below

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Tax Identification Number (mandatory) _____

Licensor DUNS Number (mandatory) _____

FINANCIAL INSTITUTION INFORMATION

9-Digit Routing Number _____

Depositor Account Number _____