

OFFICE AND STAFF SERVICES AGREEMENT

This OFFICE AND STAFF SERVICES LEASE AGREEMENT (“Agreement”) is made and entered into as of the 1st day of July 2009, between the Novato Fire Protection District (“Landlord/Provider”) and the Marin Emergency Radio Authority, a joint powers authority of the State of California (“Tenant/Client”).

RECITALS

A. Landlord/Provider is the owner of a building hereinafter referred to as the “Building,” the address of which is 95 Rowland Way, Novato, California 94945. The site on which the Building, its related improvements, and its accompanying parking are located is hereinafter referred to as the “Land.”

B. Landlord/Provider is a member agency of Tenant/Client and can provide Tenant/Client with office space in the Building, along with certain in-kind services.

C. Tenant/Client desires to lease a portion of the Building as described more particularly in Section 1.01 below from Landlord/Provider for use as its offices and be provided with clerical, accounting, and other staff services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord/Provider and Tenant/Client agree as follows:

ARTICLE 1

Use of Premises

1.01 Landlord/Provider hereby leases to Tenant/Client and Tenant/Client hereby hires from Landlord/Provider those certain Premises on the ground floor of the Building consisting of approximately 120 square feet (the “Premises”), the location of which is shown on the diagram attached hereto as Exhibit “A” and by this reference made a part hereof, together with the nonexclusive right, in common with others, to the use of common entrance ways, lobbies, corridors, lavatories, ramps, and similar access and service ways in and adjacent to the Building. In addition, the Tenant/Client shall have the non-exclusive right to use one (1) parking space in the parking lot adjacent to the Building, as well as the right to use certain conference rooms and in the Building by prior arrangement with Landlord/Provider, based upon availability.

1.02 The Premises shall be used and occupied solely for office and related purposes.

ARTICLE 2

Preparation of Premises for Occupancy

2.01 Landlord/Provider prepared the Premises prior to Tenant/Client’s initial occupancy, and no further work is required of Landlord/Provider prior to the Commencement Date.

2.02 Tenant/Client shall not make any alterations or modifications to, or any improvements in, the Premises except in compliance with Article 8 herein.

ARTICLE 3

Term and Commencement Date

3.01 The initial term of this Agreement is one (1) year (the "Initial Term"); provided, however, that if the Commencement Date (hereinafter defined) occurs on a date other than the first day of a calendar month, the Initial Term shall be extended by that partial month from the Commencement Date to the first day of the following calendar month.

3.02 The commencement date of the Initial Term, herein referred to as the "Commencement Date," shall be whichever of the following dates shall last occur: (a) the date first written above; or (b) the date on which the governing bodies of both Landlord/Provider and Tenant/Client approve this Agreement.

3.03 At the expiration of the Initial Term described in Section 3.01, the term shall be extended on an annual basis and subject to termination by either party upon ninety (90) days' written notice to the other party.

ARTICLE 4

Rent

4.01 Rent for use of the Premises shall be \$2,880.00 per year, payable quarterly in advance, beginning on July 1, 2009. Rent shall be subject to adjustment prior to the annual extension of this Agreement.

ARTICLE 5

Services, Utilities and Furnishings.

5.01 Landlord/Provider shall be responsible for maintaining the Premises.

5.02 This Agreement shall be a "fully serviced lease." There shall be no common area maintenance charges, property taxes, or insurance which Tenant/Client must pay.

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 4.5 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 \$54,114.32 per year for the services described in this Section on a quarterly basis in advance with the Rent.

5.04 The Landlord/Provider and Tenant/Client shall meet quarterly or sooner as needed to assess the performance of such staff services.

5.05 If, during the term of this Agreement, the Tenant/Client determines that the Landlord/Provider is not successfully performing the services contained herein, the Tenant/Client must notify the Landlord/Provider in writing of such failure to perform. The notice must give the Landlord/Provider a ten (10) day period of time thereafter in which to successfully perform said work or cure the deficiency. If the Landlord/Provider has not successfully performed the work or cured the deficiency within the ten days specified in the notice, such failure shall constitute a breach of this Agreement and Tenant/Client may terminate this Agreement.

ARTICLE 6

Taxes

6.01 Tenant/Client shall be responsible for any business license use or other taxes which may be assessed as a consequence of Tenant/Client's activities in the Premises.

ARTICLE 7

Maintenance and Repairs

7.01 Landlord/Provider shall reasonably maintain, repair and replace, as necessary, and keep in good order and condition, as applicable: (a) the heating, ventilating and air conditioning systems serving the Premises and the common areas in the Building; (b) the plumbing, sprinkler and electrical lines and systems serving the Premises and the common areas in the Building; (c) the interior of the Premises and the interior and exterior structure of the Building, including the roof, exterior walls, load-bearing walls, support beams, foundation, columns and exterior doors and windows; (d) the common areas located within or adjacent to the Building, including any common driveways, parking areas, entrance ways, lobbies, corridors, lavatories, ramps, and similar access and service ways; and (e) landscaping around the Building.

ARTICLE 8

Alterations

8.01 Tenant/Client may not make any removals, additions, improvements or other alterations in or to the Premises.

8.02 All articles of personal property and all business and trade fixtures, furniture and movable partitions owned, leased or installed by Tenant/Client at its expense in the Premises shall be and remain the property of Tenant/Client and may be removed by Tenant/Client at any time, provided that Tenant/Client, at its expense, shall repair any damage to the Building caused by such removal or by the original installation. Tenant/Client shall remove all of the aforementioned property at the expiration or termination of this Agreement, and Tenant/Client shall, at its expense, repair any damage to the Building caused by such removal or by the original installation.

ARTICLE 9

Damage to Tenant/Client's Property

9.01 Subject to the provisions of Article 12 of this Agreement, unless the same shall be caused by the negligence or intentional misconduct of Landlord/Provider, its officers, agents or employees, neither Landlord/Provider nor its officers, agents or employees shall be liable to Tenant/Client for any loss of or damage to personal property of Tenant/Client located in the Premises resulting from fire, explosion, steam, gas, electricity, water or moisture in or from any part of the Building, including its roof, walls, ceilings and floors, or from the pipes, appliances, or mechanical and electrical systems in the Building or from any other place or from any other cause, whether or not similar to the foregoing causes.

9.02 Tenant/Client shall immediately notify Landlord/Provider verbally, and promptly thereafter in writing, in the event of any damage to the Building, Premises or Tenant/Client's property resulting from any fire, accident, occurrence or condition in, on or about the Premises or the Building.

ARTICLE 10

Personal Property Taxes

10.01 Tenant/Client shall be liable for and shall pay or reimburse Landlord/Provider for any taxes levied against or attributable to any of Tenant/Client's personal property placed in the Premises.

ARTICLE 11

Insurance; Mutual Waiver of Subrogation

11.01 Landlord/Provider shall obtain and maintain in effect at all times during the term of this Agreement an insurance policy covering all risks of direct physical loss or damage to the Premises and Building and to all alterations, installations, additions and improvements made to or within the Building at Landlord/Provider's cost and expense, to the extent of their full replacement value, as well as general comprehensive liability in an amount no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damages.

11.02 Tenant/Client, at Tenant/Client's expense, shall obtain and maintain in effect, at all times during the term of this Agreement, an insurance policy covering all risks of direct physical loss or damage to Tenant/Client's personal property in, on or about the Premises to the extent of their full replacement value, as well comprehensive general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damages.

11.03 Notwithstanding any other provision of this Agreement, neither Landlord/Provider nor Tenant/Client shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or additional expense, even though such loss or damage might have been occasioned by the negligence of such party, its

agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Article. If required to make the foregoing waiver of subrogation binding upon their respective insurance carriers, Landlord/Provider and Tenant/Client shall give notice to their respective insurance carriers that such mutual waiver of subrogation is contained in this Agreement. Tenant/Client agrees to cause all other occupants of the Building claiming by, under, or through Tenant/Client to execute and deliver to Landlord/Provider such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

ARTICLE 12

Hold Harmless

12.01 Tenant/Client shall hold harmless and defend Landlord/Provider, its officers, agents and employees, at Tenant/Client's sole cost with counsel reasonably satisfactory to Landlord/Provider, from and against any and all claims, damages or causes of action for damages on account of any injury to or death of any person or any loss of or damage to property occurring in, on or about the Premises at any time during the term of this Agreement, provided such injury, death, loss or damage is not directly caused by the intentional misconduct or negligence of Landlord/Provider, its officers, agents or employees.

12.02 This Article 12 shall survive the expiration or termination of this Agreement. Any subsequent attempt to change this Section 12.03 must be in writing, signed by both Landlord/Provider and Tenant/Client and expressly reference this Section.

ARTICLE 13

Landlord/Provider's Access to Premises

13.01 Landlord/Provider and its employees, contractors, agents, and authorized representatives shall have the right to enter the Premises at any time during emergencies or at other times as necessary to perform support services.

ARTICLE 14

Assignment, Subletting, etc.

14.01 Tenant/Client may not assign, transfer, mortgage or encumber this Agreement, or sublet the Premises or any part thereof, or suffer or permit the Premises or any part thereof to be used or occupied by any other person or entity.

ARTICLE 15

Default and Remedies

15.01 The occurrence of any one of the following shall constitute a default by Tenant/Client under this Agreement: (a) Tenant/Client shall fail to pay and Landlord/Provider has not received any Rent or any other sum payable by Tenant/Client for support services hereunder when due, and such failure is not cured within three (3) business days after Tenant/Client receives written notice thereof from Landlord/Provider (provided, however, that the notice requirement contained in this subsection (a) is not in addition to any legal requirement that notice

be given and may be satisfied by sending the notice required by any applicable law or statute including, but not limited to, Section 1161 of the California Code of Civil Procedure); or (b) Tenant/Client shall fail to perform or comply with any of the other covenants or conditions of this Agreement, and such failure is not cured within thirty (30) days after Tenant/Client receives written notice thereof from Landlord/Provider; provided, however, that if the failure to perform or comply cannot reasonably be cured within thirty (30) days, Tenant/Client shall not be in default if Tenant/Client commences to cure the failure to perform or comply within the thirty (30) day period and diligently and in good faith continues to cure the same thereafter. Notices given by Landlord/Provider to Tenant/Client under this section shall specify the provision(s) of this Agreement with which Tenant/Client is not in compliance, and shall demand that Tenant/Client pay the Rent, sum payable for support services, or perform or comply with any other provision of this Agreement, as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture or a termination of this Agreement unless it specifically provides therefor.

15.02 If Tenant/Client commits a default under this Agreement, Landlord/Provider shall have, in addition to any and all other rights and remedies which Landlord/Provider may have under this Agreement, all rights and remedies available at law or in equity:

15.03 The various rights, options, elections, powers and remedies of Landlord/Provider contained in this Article shall not be deemed to be exclusive; they are cumulative and in addition to any other remedies, rights or priorities contained elsewhere in this Agreement or now or later allowed by law or in equity.

ARTICLE 16

No Waiver

16.01 The failure of Landlord/Provider or Tenant/Client to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not be deemed a waiver by Landlord/Provider or Tenant/Client of its right to such redress for a prior, concurrent or subsequent violation of the same or to subsequently insist upon strict performance of any other covenant or condition of this Agreement. The receipt and acceptance by Landlord/Provider of Rent or sum payable for support services with knowledge of any preceding breach by Tenant/Client of any covenant, term or condition of this Agreement shall not be deemed a waiver of such breach. No provision of this Agreement and no default by Landlord/Provider or Tenant/Client hereunder shall be deemed to have been waived by the other party unless such waiver is in writing and signed by the waiving party.

16.02 No payment by Tenant/Client or receipt and acceptance by Landlord/Provider of a lesser amount than the Rent or sum payable for support services herein stipulated shall be deemed to be other than on account of the stipulated Rent or sum payable for support services, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of same be deemed an accord and satisfaction, and Landlord/Provider may accept such check or payment without prejudice to Landlord/Provider's right to recover the balance of such Rent or sum payable for support services or pursue any other right or remedy provided herein or at law or in equity.

ARTICLE 17
Litigation Expenses

17.01 In the event any action, suit or proceeding is commenced under or in connection with this Agreement, or for recovery of possession of the Premises, the losing party shall pay to the prevailing party, and the prevailing party shall be entitled to an award for, the reasonable amount of the attorneys' fees, court costs and other litigation expenses incurred by the prevailing party in connection with such action, suit or proceeding.

ARTICLE 18
[Intentionally Omitted]

ARTICLE 19
Damage by Fire or Other Casualty

19.01 If the Premises, the Building or any material portion thereof shall be damaged by fire or other casualty, and if this Agreement is not terminated as herein provided, Landlord/Provider shall proceed with reasonable diligence to repair the damage at its expense, except that any repairs or replacements made to Tenant/Client's property in the Premises, additions, improvements or other alterations to the Premises, other than the additions, improvements and alterations constructed by Tenant/Client at its expense pursuant to Article 2 hereof in preparation of the Premises for Tenant/Client's initial occupancy thereof, shall be made at the expense of Tenant/Client, and the repair or replacement of any property which Tenant/Client is entitled to remove pursuant to Article 8 hereof shall be the responsibility and at the expense of Tenant/Client. Tenant/Client shall not be entitled to compensation or damages on account of annoyance or inconvenience arising out of the making of the repairs which Landlord/Provider is required to make pursuant to this Section.

19.02 During such period as all or any portion of the Premises are rendered untenantable as a result of a fire or other casualty, the Rent shall be ratably abated (based on square footage of the area affected) until the Premises shall be once again wholly tenantable. However, notwithstanding the foregoing, there shall be no abatement in Rent if such fire or other casualty shall have been caused by the gross negligence or intentional misconduct of Tenant/Client or its officers, agents, employees or invitees. Furthermore, in no event shall there be any abatement in Rent for any time required for repairs to additions, improvements or other alterations which are to be made at the expense of Tenant/Client, or to repair or replace any property which Tenant/Client is entitled to remove.

19.03 If the Premises, the Building or any portion thereof shall be damaged by fire or other casualty so as to render the Premises wholly untenantable, and if such damage shall be so great that the Premises, with the exercise of reasonable diligence, cannot be made fit for occupancy within ninety (90) days from the happening thereof, then either Landlord/Provider or Tenant/Client may elect to terminate this Agreement effective as of the date of the occurrence of such damage by giving the other party written notice of such election within thirty (30) days after such date. If such damage occurs during the last year of the term of the Agreement, including any extensions thereof, and if such damage shall be so great that the Premises, with the exercise of reasonable diligence, cannot be made fit for occupancy within sixty (60) days of the

happening thereof, then either Landlord/Provider or Tenant/Client may elect to terminate this Agreement effective as of the date of the occurrence of such damage by giving the other party written notice of such election within thirty (30) days after such date. In the event of any such termination, Tenant/Client shall be given fifteen (15) days to remove its personal property from the Premises, after which Tenant/Client shall surrender the Premises to Landlord/Provider and Landlord/Provider may reenter and take possession of the Premises and remove Tenant/Client and its personal property therefrom. Landlord/Provider and Tenant/Client waive the provisions of any law that would dictate automatic termination or grant either of them an option to terminate in the event of damage or destruction.

19.04 If the Building shall be damaged by fire or other casualty to the extent of thirty percent (30%) or more of the replacement cost thereof, whether or not the Premises were rendered wholly untenable by such damage, Landlord/Provider may elect to terminate this Agreement by giving Tenant/Client written notice of such election within thirty (30) days after the date of the occurrence of such damage. The effective date of such a termination shall be the date specified in such notice by Landlord/Provider, which date shall be not less than thirty (30) nor more than sixty (60) days after the giving of such notice. Tenant/Client shall surrender the Premises to Landlord/Provider on or before the effective date of such a termination, after which date Landlord/Provider may reenter and take possession of the Premises and remove Tenant/Client and its personal property therefrom.

19.05 In the event of any damage to the Premises, Landlord/Provider and Tenant/Client each hereby waive the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of California.

ARTICLE 20

Notices

21.01 Any notice or communication which is required under this Agreement shall be sent by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to the parties as follows:

If to Tenant/Client:

Marin Emergency Radio Authority
95 Rowland Way
Novato, CA 94945
Attn: Executive Officer
Telephone: (650) _____
Facsimile: (650) _____

If to Landlord/Provider:

Novato Fire Protection District
95 Rowland Way
Novato, CA 94945

Attn: _____

Telephone: (650) _____

Facsimile: (650) _____

or at such other address or addresses as the parties shall designate by written notice to each other. All notices sent by mail shall be deemed given on the date the return receipt is signed or delivery rejected by the addressee. Notice sent by Federal Express or any other nationally recognized overnight delivery service shall be deemed to have been duly given one (1) business day after delivery to the service prior to its deadline for overnight delivery.

ARTICLE 21

No Representations by Landlord/Provider

21.01 Tenant/Client acknowledges that neither Landlord/Provider nor any of Landlord/Provider's agents, representatives, officers or employees has made any representations or promises with respect to the Building or the Premises except as herein expressly set forth, and that it has not executed this Agreement in reliance upon any representations or promises of Landlord/Provider or Landlord/Provider's agents, representatives, officers or employees with respect to the Building or the Premises except as herein expressly set forth. Tenant/Client acknowledges that neither Landlord/Provider nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant/Client's business or for any other purpose, nor has Landlord/Provider or its agents or employees agreed to undertake any alterations or construct any improvements to the Premises except as expressly provided in this Agreement.

ARTICLE 22

Recording

22.01 This Agreement shall not be recorded.

ARTICLE 23

Security Deposit

23.01 No security deposit shall be required under this Agreement.

ARTICLE 24

Miscellaneous

24.01 Words of any gender used herein shall include any other gender, and singular words include the plural, and vice versa, and "person" includes persons, firms and corporations and all other types of entities and organizations, unless in each case the sense otherwise requires. The term "Landlord/Provider" as used herein shall mean only the Owner of the Premises at the relevant time.

24.02 Tenant/Client, at any time and from time to time, at the written request of Landlord/Provider, shall promptly execute, acknowledge and deliver to Landlord/Provider a certificate certifying (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) that there are not then existing any offsets or defenses against the enforcement of any provision of this Agreement except as therein specified; (c) the amount of the Rent; (d) the dates, if any, to which the Rent or other charges have been paid in advance; and (e) the amount of any security deposit being held by Landlord/Provider. Any such certificate may be relied upon by a prospective purchaser of, or lender for, all or any portion of the Premises, the Building or the Land.

24.03 Time is of the essence of the notice requirements and the obligations of the parties under this Agreement.

24.04 If there are any covenants yet to be performed by Tenant/Client as of the date of expiration or termination of the term hereof, including, without limitation, the payment of taxes, Rent, or support services accruing under this Agreement as of such date, such covenants shall survive the expiration or termination of the term hereof whether or not they are then known or determined.

24.05 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any purported agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

24.06 This Agreement shall be governed and interpreted in accordance with the laws of California.

24.07 The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

24.08 The individual executing this Agreement on behalf of Landlord/Provider and Tenant/Client represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Landlord/Provider and Tenant/Client, respectively.

24.09 The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Landlord/Provider and Tenant/Client and, except as otherwise provided in this Agreement, their respective successors and assigns.

24.10 The Article headings are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of any Article of this Agreement nor the intent of any of its provisions.

24.11 This Agreement may be executed in multiple counterparts each of which said executed counterparts shall be deemed an original for all purposes.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord/ Provider has caused this Agreement to be executed on its behalf by a duly authorized officer, and Tenant/Client has caused this Agreement to be executed on its behalf by a duly authorized officer, all as of the day and year first written above.

Landlord/Provider:

NOVATO FIRE PROTECTION DISTRICT

By: _____

Name: _____

Its: _____

AS APPROVED TO FORM:

Tenant/Client:

MARIN EMERGENCY RADIO AUTHORITY
a joint powers authority of the State of
California

By: _____
Authority Counsel

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Premises