

Sperry Capital Inc.

November 7, 2023

Ms. Heather Tannehill-Plamondon, Executive Officer
Marin Emergency Radio Authority (MERA)
c/o Town of Corte Madera
P.O. Box 159
Corte Madera, CA 94925

Dear Heather,

Sperry Capital Inc. ("Sperry Capital") is pleased to submit for your approval this Engagement Letter to provide financial advisory services to the Marin Emergency Radio Authority ("MERA or the Authority") for the planning and execution of an approximately \$8 million financing as approved at the recent MERA Board Meeting of October 25, 2023 ("2023 Financing"). This Engagement Letter will also provide for additional financial services as requested by the MERA under separate task orders which may be negotiated throughout the term of this Engagement Letter, as needed. The term of this Engagement shall be no longer than 3 years from the date of execution.

A. Scope of Services

This Engagement Letter will confirm the understanding between Sperry Capital and MERA regarding the provision of advisory services. MERA hereby engages Sperry Capital to provide the services described herein ("Services"). Sperry Capital hereby accepts this engagement and commits to provide the Services necessary to support the completion of the requested financing throughout the term of this Engagement Letter, which services shall include the following:

1. Document the available cash flows for the funding required to complete the project based on information provided by MERA.
2. Confirm the estimate of the parcel tax over the next 8 years, which will be available for debt repayment.
3. Due to the action of the Federal Reserve Bank to fight inflation resulting in higher interest rates in the bond market especially in years 1 – 5, we will solicit proposals from investment banks and placement agents on financing strategies to achieve the lowest interest cost.
4. Assistance in assembling the financial team.
 - a. Develop RFPs for underwriter, placement agents, possible credit enhancement providers and other services as necessary.
 - b. Assist in evaluating proposals.
5. Work closely with the MERA finance team to evaluate the optimal financing strategy for the timing of a bond issue or other type of financing to be used to complete the Next Gen System.
6. Identification of tasks, responsibilities of team members and dates for completing activities leading up to a bond sale or other financing.
7. Advice on and recommendation of terms and conditions for bonds or other financing.
8. Advice on approach to ratings, assist with rating presentation and preparation of the presentation.
9. Evaluation of use and bids for credit enhancement (if appropriate).



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10. Assistance in reviewing documents, including preliminary and final official statements, legal documents, etc.
This financing will be done under the Additional Debt Provisions of the 2016 Bond Indenture.
11. Assistance with closing arrangements.
12. Assistance with the presentation of recommendations to MERA management and Executive and Governing Boards.

B. Compensation

The compensation to Sperry Capital for providing the Services pertaining to the bond or other debt issuance for the 2023 Financing shall be \$40,000 and contingent on a successful execution and shall be paid at closing.

For additional advisory services not related to bond issuance, including and not limited to developing financial analyses and special reports as may be requested, Sperry Capital will be compensated at the following hourly rates for services under separate task orders.

James H. Gibbs	\$375 per hour
Martha J. Vujovich	\$325 per hour
Bailey Coleman	\$150 per hour

For such additional advisory services, Sperry will submit monthly invoices, with payment due in thirty days.

Sperry Capital will be reimbursed for its out-of-pocket expenses including travel (if necessary), reproduction, postage and delivery and subcontracted services, all subject to the approval of MERA.

C. Indemnification; Insurance

As to professional liability, to the fullest extent permitted by law, Sperry Capital shall defend, through counsel approved by MERA (which approval shall not be unreasonably withheld), indemnify and hold harmless MERA, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, to the extent arising or resulting directly or indirectly from any willful or negligent acts, errors or omissions of Sperry Capital or Sperry Capital's assistants, employees or agents including all claims relating to the injury or death of any person or damage to any property. As to other liability, to the fullest extent permitted by law, Sperry Capital shall defend, through counsel approved by MERA (which approval shall not be unreasonably withheld), indemnify and hold harmless MERA, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising or resulting directly or indirectly from any act or omission of Sperry Capital or Sperry Capital's assistants, employees or agents including all claims relating to the injury or death or any person or Damage to any property. This indemnification of MERA shall not apply to claims, actions, demands, costs, Judgements, liens, penalties, liabilities, damages, losses and expenses arising from the willful misconduct of MERA, its officers, agents and employees.

In addition to any other obligations under this Engagement Letter, Sperry Capital shall, at no cost to MERA, obtain and maintain throughout the term of this engagement: (a) Commercial General Liability and Property Damage Insurance with a minimum combined single limit coverage of \$1,000,000 per occurrence, combined with its excess policy limit of \$10,000,000, for all damages due to bodily injury, sickness or disease, or death to any person, and



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damage to property, including the loss of use thereof; (b) Professional Liability Insurance with a minimum coverage of \$2,000,000 per occurrence and aggregate; and (c) Comprehensive Automobile Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles. As a condition precedent to MERA's obligations under this Engagement Letter, Sperry Capital shall furnish evidence of such coverage, naming MERA, its officers and employees as additional insureds.

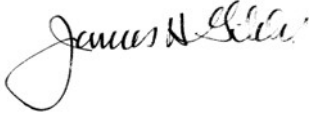
- D. Subject to the provisions of sections B, C, E, G, H and I, which shall survive the termination of this Engagement Letter, the agreement shall terminate when all services have been completed. Prior to that date, each party may terminate the engagement hereunder at any time for any reason by giving the other party at least 30 days written notice. If MERA terminates the services of Sperry Capital without cause prior to the closing of any of the transactions described herein, Sperry Capital shall be entitled to 65% of the fees for those transactions.
- E. MERA represents and warrants to Sperry Capital that there are no brokers, representatives or other persons that have an interest in compensation due Sperry Capital from any transaction contemplated herein.
- F. Sperry Capital represents and warrants that it has no known material conflicts of interest in providing the Services to Mera.
- G. The benefits of this Engagement Letter (including the indemnity) shall inure to the benefit of respective successors and assigns of the parties hereto and of the indemnified parties hereunder and their successors and assigns and representatives, and the obligations and liabilities assumed in this Engagement Letter by the parties hereto shall be binding upon their respective successors and assigns.
- H. If Sperry Capital successfully completes this engagement, MERA agrees that Sperry Capital has the right to place advertisements in financial and other newspapers and journals at its own expense describing its Services to MERA hereunder subject to the prior approval of MERA which shall not be unreasonably withheld.
- I. This Engagement Letter may not be amended or modified except in writing and shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.
- J. This Engagement Letter shall not be assignable by either party without the prior written approval of the other party provided that MERA may assign this agreement to any entity which is wholly owned by it or which wholly owns MERA.
- K. The invalidity or unenforceability of any provisions of this Engagement Letter shall not affect the validity or enforceability of any other provision of this Engagement Letter, which shall remain in full force and effect.
- L. This Engagement Letter may be executed in one or more counterparts, together which shall constitute one and the same instrument.

We are very pleased to have this opportunity to serve MERA once again. To confirm your approval of the Scope of Services and the Compensation for Sperry Capital, please counter sign this letter and return one copy to us.

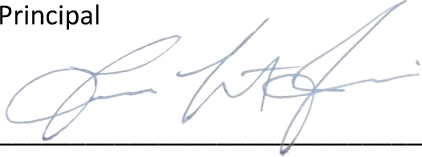


Sperry Capital Inc.

On behalf of Sperry Capital,



James H. Gibbs
Principal



T. Bryant Jenkins
Managing Principal

Approved and Accepted as to the services of Sperry Capital Inc.:

Marin Emergency Radio Authority (MERA)

DocuSigned by:



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By: _____

Heather Tannehill-Plamondon, Executive Officer

11/9/2023

Dated: _____

Cc: Martha Vujovich
Bailey Coleman

