

**SERVICE AGREEMENT BETWEEN THE  
MARIN COUNTY TRANSIT DISTRICT (MCTD) AND THE COUNTY OF MARIN**

**THIS AGREEMENT** entered into by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County" and the MARIN COUNTY TRANSIT DISTRICT (MCTD), hereinafter referred to as "Marin Transit" this \_\_\_\_\_ day of \_\_\_\_\_, 2010; and

**WHEREAS**, the Marin Transit is a 7 member Special District under California law for the purpose of providing local transit service within Marin County; and

**WHEREAS**, County Department of Public Works has the capacity to provide administrative support services including but not limited to the following: General Accounting, Personnel and Fare Box Receivable Deposit services; and

**WHEREAS**, Marin Transit desires to obtain the administrative support services of Marin County Department of Public Works to assist with payroll, accounting, personnel hiring and processing of fare box receivables.

**NOW, THEREFORE, IT IS AGREED** by and between County and Marin Transit;

**1. RECITAL**

That the above recital of facts is true and correct and is hereby incorporated into this agreement.

**2. TO BE PROVIDED BY COUNTY**

County shall provide Marin Transit with scope of services described in Exhibit A to support the Marin Transit's administrative services..

**3. BOOKS OF RECORD AND AUDIT PROVISION:**

County shall maintain records documenting all related service provided as described in Exhibit A including any additional services requested by the Marin Transit.

**4. AMENDMENT:**

This Agreement may only be amended or modified by written agreement by the parties. During the initial term of these agreement (July 1, 2009 through June 30, 2010) the parties agree to review and amend services described in Exhibit A, if necessary, quarterly (every 90 days).

**5. INDEMNIFICATION:**

Each party agrees to indemnify, defend, and hold the other party harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of either party's willful misconduct or negligent performance of this Agreement.

**6. COMPLIANCE WITH APPLICABLE LAWS:**

Each party shall comply with any and all federal, state and local laws.

**7. FEES:**

The fees for furnishing services under this Agreement, described Exhibit A, are as follows:

- a. General Accounting and Personnel The fixed-fee General Accounting and Personnel fee amount, further described in Exhibit A, includes labor compensation for support services at \$68,078.11. The total Accounting and Personnel Service Support fixed-fee amount of this Agreement shall remain in effect for the entire term of the Agreement. This sum, as shall hereafter be increased or decreased each year effective on the first day of each fiscal year (July 1 through June 30) based upon the percentage of increase or decrease reflected in the San Francisco-Oakland-San Jose All Urban Consumers Consumer Price Index (CPI) as measured by the preceding twelve months ending in February of each year (as published by the United States Department of Labor, Bureau of Labor Statistics.
- b. Extra Work All services beyond the Agreement allotments, described in Exhibit A, shall constitute Extra Work. The Marin Transit shall be invoice for all Extra Work performed at an hourly rate as described in Exhibit A and the parties agree that this rate is subject to change. Hourly rates, as shall hereafter be increased or decreased each year effective on the first day of each fiscal year (July 1 through June 30) based upon the percentage of increase or decrease reflected in the San Francisco-Oakland-San Jose All Urban Consumers Consumer Price Index (CPI) as measured by the preceding twelve months ending in February of each year (as published by the United States Department of Labor, Bureau of Labor Statistics.

**8. PAYMENT:**

The County will invoice the Marin Transit for fees as set forth in Exhibit "A" on a quarterly base. The payment of fees under this Agreement shall be due within thirty (30) calendar days of receipt of County's statement to the Marin Transit.

**9. TERM OF AGREEMENT:**

The term of this Agreement shall be for a period of one (1) year commencing on the date written above and shall be considered renewed for successive annual terms, unless either party gives written notice of termination on or before thirty (30) days prior to the start of new term, or unless amended by the mutual consent of both parties.

**10. JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**11. CONDITIONS**

The term, covenants and conditions of this Agreement shall apply to and bind the successors or assigns of the parties hereto.

**12. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

Marin Transit: David Rzepinski  
General Manager  
750 Lindaro St. Suite 200  
San Rafael, CA 94901

County: Farhad Mansourian  
Director  
Marin County Public Works Department  
3501 Civic Center Drive, Room 304  
San Rafael, CA 94903

IN WITNESS whereof, the parties hereto have executed this Agreement the day and year first written above.

Attest: County of Marin

\_\_\_\_\_  
Clerk

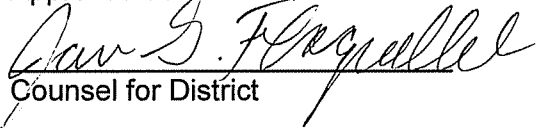
By \_\_\_\_\_  
President, Board of Supervisors

Marin County Transit District

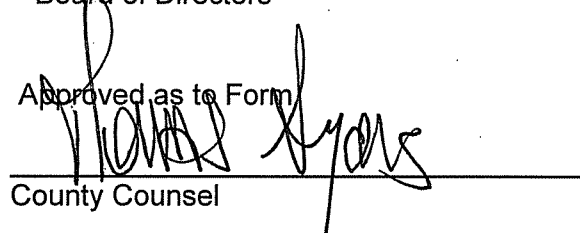
\_\_\_\_\_  
General Manager

By \_\_\_\_\_  
Board of Directors

Approved as to Form

  
Counsel for District

Approved as to Form

  
County Counsel

**EXHIBIT "A"**  
**SERVICES TO BE PROVIDED BY COUNTY AND COMPENSATION TO BE PAID BY MARIN  
TRANSIT TO COUNTY**

The services below will be provided by the County to Marin Transit for the specified fixed fee amount. The total fixed-fee amount of this agreement is \$68,078.11 for General Accounting. Included in these fix-fee amounts are the hour allotments described below. Any tasks exceeding these hourly allotments are to be billed as Extra Work, as described in Section 10 of this Agreement, and billed to the Marin Transit at the County's rate.

**GENERAL ACCOUNTING AND PERSONNEL**

Provide general accounting and personnel support services for Marin Transit. General Accounting and Personnel services are set at a maximum of 975 hours and includes the processing of receivables, payables, payroll, new position and hire processing and other financial, fiscal and/or budgetary office support.

<b>Task</b>	<b>Annual Hours</b>	<b>Hourly Rate *</b>	<b>Quarterly Cost</b>	<b>Annual Cost</b>
Processing of Receivables	364	\$69.82	\$6,353.96	\$25,415.83
Processing of Payables	364	\$69.82	\$6,353.96	\$25,415.83
Payroll	117	\$69.82	\$2,042.34	\$8,169.37
new Position and Hire Processing	70	\$69.82	\$1,221.91	\$4,887.66
Financial/Fiscal Budget Support	60	\$69.82	\$1,047.36	\$4,189.42
Total	975		\$17,019.53	\$68,078.11

\* Hourly rate for Accounting Technician

**EXTRA WORK**

The Marin Transit will be invoiced for services in excess of those described above as Extra Work on the bases of hourly rates and materials.

<b>Task</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
<b>Financial/Accounting</b>		
Deputy Director	\$122.10	-
Admin. Services Man.	\$89.71	-
Admin. Services Assoc.	\$69.18	\$54.05
<b>Engineering</b>		
Assoc. Civil Eng.	\$105.24	\$98.38
<b>Sign Shop</b>		
Traffic Safety Sup.	\$91.11	\$80.25
<b>Landuse</b>		
Sr. Civil Engineer	\$111.92	\$100.17