

SPECIAL SERVICES AGREEMENT

This AGREEMENT is made this ___1___ day of July , 2012, between Republic Intelligent Transportation Services (REPUBLIC ITS), a California Corporation, and the Marin General Services Authority (MGSA), a joint powers authority established October 1, 2005, formerly known as the Marin Street Light Acquisition Joint Powers Authority (MSLAJPA).

RECITALS

1. REPUBLIC ITS is an Electrical Contractor holding California Contractor's License No. 647154. REPUBLIC ITS has special expertise in the engineering area of the management and maintenance of street lights. The engineering, management and maintenance of street lights requires special expertise given the numerous types of fixtures and installations and the variety of services that might be required by a local agency.

2. MGSA is a joint public entity which represents fourteen-member agencies consisting of the County of Marin, Marinwood Community Services District, Bel Marin Keys Community Services District, and the Cities and Towns of Belvedere, Corte Madera, Fairfax, Larkspur, Novato, Mill Valley, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon (MEMBERS).

3. On September 16, 1985, JPA and Pacific Gas and Electric Company (PG&E) executed an instrument entitled "Pole Contact and Operating Agreement", (PG&E Contract) which is referred to further explain this Agreement. It is attached as Exhibit A.

4. By this Agreement the parties desire to provide for the performance by REPUBLIC ITS of designated special services in connection with the maintenance and repair of existing parts such as luminaires, lamps, photocells, service equipment, etc., collectively referred to as "Equipment" within the respective jurisdictions of MEMBERS.

5. It is desired that MEMBERS shall, respectively, have the option to select one of the three levels of service and repair to be performed by REPUBLIC ITS, and to raise or lower the level of service from time to time, as such levels are set forth in the attached schedules.

The levels of service involve numerous tasks which require unique and special services. It is the considered opinion of MGSA and its MEMBERS that only an organization which specializes in street light engineering can provide those services. To the extent applicable, REPUBLIC ITS will upon each such selection, adjust its inventory as required.

The parties agree as follows:

1. REPUBLIC ITS agrees to perform services for MEMBERS as set forth in Schedules A, B, or C (attached as Exhibit B), subject to the limitations set forth at Paragraph 5 of the foregoing recitals, which limitations are incorporated and made a part of this Paragraph. MEMBERS shall provide MGSA and REPUBLIC ITS with written confirmation of the Schedule selected by them, respectively, under the terms of this contract. MEMBERS, may from time to time change the Schedule to be effective as to each such member, respectively, to a higher or lower Schedule. Any such change increasing the level of service and repairs to be provided to a MEMBER by REPUBLIC ITS shall be effective on the first day of the next following month and shall be subject to

the giving to REPUBLIC ITS by the MEMBER making such change of not fewer than 30 day's written notice prior to the effective date of each such change.

2. REPUBLIC ITS agrees to comply with all federal or state laws regarding the performing of its obligations under this AGREEMENT. REPUBLIC ITS also agrees to comply with any local laws, ordinances or regulations. REPUBLIC ITS will secure any necessary permits for any work performed under this AGREEMENT. The failure to comply with this obligation will be considered a breach of the AGREEMENT.

3. REPUBLIC ITS agrees to perform the following additional services:

A. REPUBLIC ITS shall staff a call center during business hours of 8:00 a.m. to 5:00 pm that will have employees who are familiar with all of the MEMBERS communities and REPUBLIC ITS's contractual obligations under this AGREEMENT. Call center staff shall have a knowledge of the geography of MEMBERS communities be able to find the location of street light equipment and effectively communicate information from callers to the call center to REPUBLIC ITS employees charged with discharging obligations under this AGREEMENT. During times other than regular business hours, REPUBLIC ITS shall provide an answering service with all necessary knowledge of emergency procedures relevant to MEMBERS. REPUBLIC ITS shall provide to MGSA its "Written Instructions for Emergency Procedures." The answering service shall be able to communicate with MEMBERS any relevant information concerning an emergency including location and nature of the emergency. Whether such notification originates with a MEMBER or a party or person other than a MEMBER, provide phone service for the receiving of notification of inoperative Equipment, including those items requiring emergency repair and service during REPUBLIC ITS's normal business hours and an answering service for the receiving of notification of inoperative Equipment requiring emergency repairs or service at all times (7 days per week) other than REPUBLIC ITS's normal business hours.

B. Maintain a log listing as to each such call received, the name of the caller, if given, the date of the call, the outage or other problem reported by the caller, and the location of the outage or other problem reported by the caller.

C. Deliver to MGSA, once a month upon request, electronic data, or hard copy if desired by MEMBER, setting forth the following information allocated to the respective jurisdictions of MEMBERS and will be mailed within 5 days after the month end to which it pertains.

1. Number of service requests called in during the period encompassed by the report and subsequent repair list of such calls.

2. List of service requests outstanding as of the date of such report.

D. Report street light knockdown occurrences to MEMBERS' contact person identified to receive such reports within 24 hours after receiving a call to confirm proposed disposition under schedule C or a recommendation including cost under SCHEDULES A or B.

E. Provide monthly GPS tracked night checks to MEMBERS.

F. Assume and discharge the obligations of the MGSA under the provisions of Paragraph 17 of PG&E Contract.

G. REPUBLIC ITS shall defend, hold harmless, and indemnify MGSA and its MEMBERS in any actions and from all damages arising out of the acts or omissions of REPUBLIC ITS, or its authorized representatives, in the performance of its obligations under the terms of this Agreement, or the failure of REPUBLIC ITS to perform those obligations. REPUBLIC ITS shall

not be liable for damages which was caused by the sole negligence, or willful misconduct of MGSA or its MEMBERS.

H. Maintain public liability and property damage insurance with a single combined liability limit of not less than \$5,000,000.00 (including automobile), for bodily injury and property damages as the result of any one occurrence. Such insurance shall be in form satisfactory to both MGSA and PG&E, and shall guarantee REPUBLIC ITS's performance of the above indemnity obligation, shall be endorsed to name MGSA as an additional named insured, and PG&E as an additional named insured, insofar as this Agreement is concerned, contain a cross-liability clause, and provide that written notice shall be given to both MGSA and PG&E at least 30 days prior to cancellation or material change in the form of such policies or endorsements. Upon request, REPUBLIC ITS will provide MGSA and PG&E, respectively with duplicate originals of each of said policies and all endorsements to them respectively. It is acknowledged that REPUBLIC ITS may desire public liability and property damage insurance with limits greater than that desired by MGSA and provided for in this Agreement. REPUBLIC ITS shall be entitled to place such additional public liability and property damage insurance into effect, as REPUBLIC ITS alone may determine subject to REPUBLIC ITS paying and satisfying all obligations for premiums arising from such additional public liability and property damage insurance coverage.

I. Assume and be responsible for MGSA'S obligation of contribution as set forth at Paragraph 17c of the PG&E Contract, insofar as services to be performed by REPUBLIC ITS under the terms of this Agreement are concerned.

J. REPUBLIC ITS shall perform all work as required in Exhibit B. The rate schedule shall be stated as Exhibit C.

K. REPUBLIC ITS will maintain a complete inventory of all equipment and locations including all changes reported by MEMBERS. REPUBLIC ITS will coordinate with MarinMap to allow MarinMap to maintain inventory in the MarinMap data base.

4. Anything in the within Agreement or the respective Schedules hereinabove referred to, to the contrary notwithstanding, REPUBLIC ITS shall have 7 calendar days to respond to each notification of an outage or other item of service and repair which is the obligation of REPUBLIC ITS under the terms of this Agreement and the applicable Schedule. Accordingly, REPUBLIC ITS will not be in default under the terms of this Agreement or under the terms of any applicable Schedule nor will REPUBLIC ITS have any obligation or liability for the non-performance of any of its obligations hereunder or under the applicable Schedule if REPUBLIC ITS commences the work of service and complete the repair required to correct each outage or other item requiring service and repair under the terms of this Agreement and the applicable Schedule within 7 calendar days of the receipt by REPUBLIC ITS of notification thereof. Notwithstanding the above sentence, REPUBLIC ITS shall be obligated to respond to emergency notifications and no liability is waived if REPUBLIC ITS fails to respond within a reasonable period.

5. MGSA shall do the following:

A. Attached hereto as Exhibit D is an inventory listing the equipment subject to this Agreement. MEMBERS, for their respective jurisdictions, shall within 30 days after the last day of each calendar month submit to REPUBLIC ITS a statement setting forth equipment changes made within such month.

B. Pay to REPUBLIC ITS on or before the last day of each month the amount set forth in the applicable schedule attached hereto and made a part of this Agreement.

C. Provide REPUBLIC ITS with the following:

1. To the extent that the respective MEMBERS desire the terms of this contract to extend thereto, mapping of new subdivisions and designations, and proposed installations, as same are added, or planned to be added, to the jurisdictions of MEMBERS.

2. Any information which it may hereafter acquire from PG&E relative to the maintenance of street lighting within the jurisdictions of MEMBERS, or relevant to this Agreement, or to the performance by REPUBLIC ITS of its obligations under this Agreement.

3. Promptly transmit to REPUBLIC ITS any information received by MGSA relative to inoperative Equipment the repair and maintenance of which is the obligation of REPUBLIC ITS under the terms of this Agreement.

6. REPUBLIC ITS shall have no obligation to perform services nor provide materials except as specifically set forth in this Agreement or in the applicable Schedule as to each MEMBER, respectively. Without limiting the foregoing, it is acknowledged that the following items are excluded from REPUBLIC ITS's obligations under this Agreement unless the applicable Schedule, as to each MEMBER, respectively, specifically provides to the contrary.

A. Retrofitting of existing luminaires.

B. Installation of lamps and/or photocells and Equipment carrying over 600 Volts.

C. Replacement of deteriorated Equipment.

D. Correction by replacement or repair of equipment installed or previously modified in a defective or unsatisfactory manner by a party other than REPUBLIC ITS, including equipment installations not in compliance with federal, state or local public body rules and regulations.

E. The obligation of REPUBLIC ITS set forth in the applicable Schedule of this Agreement for the repair or replacement of Equipment destroyed by vandalism, shall be limited to two repairs and/or replacements per light location within each 12-month period.

7. Should any item to be performed by REPUBLIC ITS under this Agreement or any supplement, require the approval of PG&E, or any public authority, REPUBLIC ITS's obligation to perform shall be subject to the obtaining of such approval or approvals of PG&E.

8. REPUBLIC ITS may, at the written request of MEMBERS, respectively, perform services other than those set forth in this Agreement and in the Schedules hereto, respectively. Unless agreed to the contrary, such services shall be predicated upon a time and material basis, observing REPUBLIC ITS's standard time and materials charges at the time of each such performance of services, respectively. Notwithstanding the foregoing, any service described in page 2 of Exhibit C shall be priced as in Exhibit C.

Unless agreed to the contrary in writing, REPUBLIC ITS shall submit billings for additional services monthly, and amounts payable for additional services shall be paid by MGSA within 30 days after the receipt of each such billing respectively.

9. MGSA may assign this Agreement to MEMBERS, respectively, as to Equipment situated within the jurisdictions of MEMBERS, respectively. Any assignment shall be in writing.

10. All work performed by REPUBLIC ITS under the terms of this Agreement shall be accomplished in accordance with industry-wide standards.

11. Should REPUBLIC ITS fail to perform an obligation under the terms of this Agreement within the time provided herein, or in the applicable Schedule, as the case may be, the affected MEMBER as to such default and performance, may retain from the amount next payable by it

under the terms hereof, the sum of \$50.00 per fixture, for each day that such failure to perform work continues, provided however, that this Paragraph shall have no application to those situations where an extension of time for performance is given to REPUBLIC ITS by the Director of the Department of Public Works or the appointed representative of MEMBER. Payment of this amount does not relieve REPUBLIC ITS from any Tort Liability arising from lack of performance.

12. Should REPUBLIC ITS default in the performance of its obligation under the terms of this Agreement, and should such default not be corrected by REPUBLIC ITS within 30 days after receiving written notice thereof from MGSA, this Agreement may be terminated by MGSA without compensation to REPUBLIC ITS save and except for amounts due under the terms hereunder accrued and unpaid as of the date of termination.

13. Compensation to REPUBLIC ITS for performing the services outlined herein shall be in accordance with Exhibit C.

14. The Rate Schedules will stay in effect for the duration of this three year AGREEMENT.

15. This Agreement shall be effective from the day first written above until June 30, 2015. This Agreement may be extended, under the existing terms and conditions for an additional four years upon mutual agreement of MGSA (or MEMBERS individually after the time that this Agreement has been assigned by MGSA to MEMBERS) and REPUBLIC ITS.

16. If any party to this agreement resorts to legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which it is entitled.

17. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. All previous agreements merge into this Agreement. Any prior agreements, promises or negotiations not expressly set forth in this contract are of no force or effect. Any modifications to the Agreement shall be in writing.

EXECUTED the day and year set forth above.

MARIN GENERAL SERVICES AUTHORITY

REPUBLIC ITS

By _____
Chairman of MGSA

By _____
President, James A. Wagner

By _____
Attorney for MGSA

EXHIBIT LIST

- A. Pole Contact and Operating Agreement
- B. Street light Maintenance Schedules A, B, C
- C. Street light Maintenance Rate Schedule
- D. MEMBER Inventory