

AGREEMENT FOR ADMINISTRATIVE AND RELATED SERVICES

This Agreement is made and entered into, effective September 5, 1990, by and between the Association of Bay Area Governments (ABAG) and the San Francisco Bay Trail Project (Bay Trail).

WHEREAS, the Bay Trail desires to enter into an Agreement to obtain certain administrative and related services for the purposes of carrying out its responsibilities; and

WHEREAS, the bylaws of the Bay Trail permit the Board of Directors to delegate any of its powers; and

WHEREAS, ABAG has the capabilities and facilities to perform the administrative and related services which the Bay Trail desires and needs; and

WHEREAS, the Board of Directors of the Bay Trail and ABAG desire to enter into a contract for such services.

THEREFORE, the parties agree as follows:

1. Services. ABAG shall provide administrative and related services to the Bay Trail which shall include, but not be limited to, the following:

- a. Providing fiscal and financial services.
- b. Attending Directors meetings upon request or advising Directors during meetings upon request.
- c. Providing clerical and related services.
- d. Providing appropriate equipment and housing to the Bay Trail and Directors as necessary for the conduct of Bay Trail business.
- e. Aiding and advising on legal, marketing or other responsibilities related to the Bay Trail .
- f. Representation of the Bay Trail, upon request, at any hearings, legal proceedings or other meetings.
- g. Coordinating the interest of the Bay Trail with ABAG and other educational and related organizations.
- h. Reviewing and drafting contracts and general advice on matters related thereto.
- i. Performing such other duties as may, from time to time, be requested or delegated by the Board of Directors.
- j. Execution of contracts by the Executive Director of ABAG, or his designee, if and when requested or delegated by the Board of Directors.

k. Execution and delivery of bank drafts by the Executive Director, Associate Executive Director or Financial Officer of ABAG.

2. Compensation. The Bay Trail shall compensate ABAG for its direct costs in providing the services set forth in Paragraph 1. "Direct costs" shall include the ABAG staff person's labor and overhead costs plus out-of-pocket expenses. The labor costs for each ABAG staff person is set forth on Exhibit A which is Subject to change for step increases, inflation and/or changes in benefit costs. Exhibit A and any revisions thereto are attached and hereby incorporated therein. The ABAG overhead costs are those approved annually by ABAG's Cognizant Federal Agency.

3. Payment. ABAG will send an invoice to the Bay Trail within thirty (30) days after the close of a month in which services were rendered. Payment is due from the Bay Trail thirty (30) days after receipt of the bill.

4. Term. The term of this agreement is for one (1) year. It will be renewed from year to year without action by either party unless terminated in writing.

5. Fidelity Bond or Insurance. ABAG shall maintain a fidelity bond or insurance policy for the purpose of protecting and securing the Bay Trail, its directors, officers and agents safe and harmless for any criminal or negligent act, error, mistake or omission in the services of ABAG under this agreement. Such policy may be maintained as part of or in conjunction with any other bond or insurance policy carried or required to be carried by ABAG.

6. Special services. ABAG may use the services of any experts, specialists, legal counsel, accountants or auditors in performance of the services provided herein as ABAG deems appropriate.

7. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail and shall be addressed as follows:

ABAG
Association of Bay Area Governments
Metro Center
P.O. Box 2050
Oakland, CA 94604
Attn: Executive Director

San Francisco Bay Trail Project
c/o Association of Bay Area Governments
Metro Center
P.O. Box 2050
Oakland, CA 94604
Attn: Jill Keimach

Either party may change its address by notifying the other party in writing of the change of address.

8. Headings. The headings are for identification purposes only and shall have no effect on the interpretation of this agreement.

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

10. Controlling law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Termination. By written notice, either party may terminate the whole or any part of this agreement:

a. If either party fails to perform any of the provisions of the agreement, or fails to make progress so as to endanger performance of the agreement in accordance with its terms, and, in either of these two circumstances, does not rectify such failure within a period of (10) days after receipt of written notice from the other party specifying such failures, this agreement may be terminated upon (30) days written notice.

b. Either party may also terminate the agreement at any time by (60) days written notice thereof.

c. Notice of termination shall be given by certified mail or personal service at the address specified in the contract documents or as amended in writing.

12. Integration. This agreement is entire and complete as to all of its terms. It supercedes any and all other agreements either oral or in writing between the Bay Trail and ABAG with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matters. Each party to this agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not set forth herein, and that no other agreements, statements or promises not contained in this agreement shall be valid or binding.

13. Assignment. This agreement shall not be assigned, transferred, hypothecated or pledged by ABAG without the prior written consent of the Bay Trail.

14. Amendment. This agreement may be amended at any time, but only by a writing signed by both parties.

15. Time of the Essence. Time is of the essence in this agreement.

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16. Waiver. The waiver by the Bay Trail of a breach by ABAG of any provision of this agreement shall not constitute a continuing waiver of any subsequent breach either of the same or a different provision of this agreement.

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

ASSOCIATION OF
BAY AREA GOVERNMENTS

by:



Revan A.F. Tranter
Executive Director

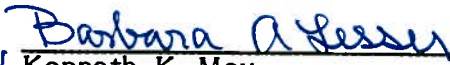

SAN FRANCISCO
BAY TRAIL PROJECT

by:



Nancy Walker, Chair

Approved as to legal form and content:


for  Kenneth K. Moy
ABAG Legal Counsel

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