

May 6, 2005

Marin Agricultural Land Trust
Robert Berner
P.O. Box 809
Point Reyes, CA 94956

Dear Mr. Berner:

At the request of the Board of Supervisors you will find an agreement between the County of Marin and Marin Agricultural Land Trust in the amount of \$30,000.00 to support MALT's program of acquiring agricultural conservation easements. County funds are being used to support this request.

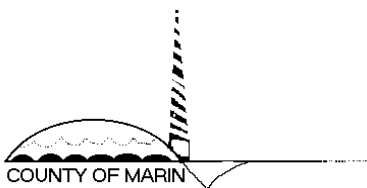
Please review the agreement, sign where indicated, and return to me. The agreement will then be placed on the Board of Supervisors' agenda for approval. After it has been executed by the President, I will mail you the check and a conformed copy of the agreement for your files.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Lisa DeCarlo
Administrative Analyst
415-499-6406
ldecarlo@co.marin.ca.us
Enclosure

COMMUNITY SERVICE AGREEMENT



THIS AGREEMENT, made and entered into this day _____ of _____, 2005, by and between the **COUNTY OF MARIN**, a political subdivision of the State of California (hereinafter referred to as "County") and **MARIN AGRICULTURAL LAND TRUST** (Tax I.D. No.942689383 A), (hereinafter referred to as "Contractor").

WITNESSETH:

In consideration of the mutual promises set out below Contractor and County agree as follows:

1. (A) The contract scope, (B) the time within which said scope is to be performed, (C) the contract amount, and (D) the schedule for payment as specified in Exhibit "A", attached hereto and by this reference incorporated herein.

2. **ADDITIONAL PROVISIONS.** Those additional provisions unique to this Agreement are set forth in Exhibit "B".

3. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

4. **DESIGNATED REPRESENTATIVES.** The County Administrator is the representative of the COUNTY and will administer this Agreement for the COUNTY. Robert Berner, Executive Director, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

5. **EXHIBITS.** All Exhibits referred to herein are attached hereto and by this reference incorporated herein. Exhibits include:
Exhibit "A" – Scope and Payment
Exhibit "B" – Additional Provisions
Exhibit "C" – General Provisions

6. **AGREEMENT DATE.** The Agreement Date is _____, 2005

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

COUNTY OF MARIN ("COUNTY")

"CONTRACTOR"

By: _____
President, Board of Supervisors

Marin Agricultural Land Trust
Robert Berner
P.O. Box 809
Point Reyes, CA 94956

EXHIBIT "A"
SCOPE AND PAYMENT

A.1 CONTRACT SCOPE

Contractor shall carry out a program of acquiring and monitoring agricultural conservation easements in voluntary transactions with landowners using federal, state, local and private funds. Contractor shall also monitor the uses and practices on properties subject to agricultural conservation easements to assure that the purposes, terms and restrictions of the easements are being met, including properties on which the county holds agricultural conservation easements and has expressly delegated to Contractor responsibility for monitoring such County-owned easements.

The County of Marin has enacted objectives, policies, and programs to enhance, support, promote and protect agricultural land uses and the agricultural industry in Marin County. These include a policy to encourage the acquisition of perpetual conservation easements to permanently preserve agricultural lands for agricultural uses (CWP Policy A-1.4).

A.2 CONTRACT TERM

July 1, 2004 through June 30, 2005

A.3 PAYMENT

BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**. Payment shall be made upon execution of agreement by the County. In no event shall total contract amount paid to CONTRACTOR under this Provision A.5(1) exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)** without an amendment to this Agreement approved by the County of Marin.

EXHIBIT "B"
ADDITIONAL PROVISIONS

NOTICE OF COMPLETION

N/A

EXHIBIT "C"
GENERAL PROVISIONS

C.1 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with any and all Federal, State and local laws affecting the services covered by this Contract.

C.2 NONDISCRIMINATORY EMPLOYMENT

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and /or any permitted subcontractor understands and agrees that Contractor and /or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

C.3 BOOKS OF RECORD AND AUDIT PROVISION

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option; Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged.