

October 20, 2005

Bolinas Fire Protection District for the Bolinas Firehouse and Clinic Project  
Phil Binley  
PO BOX 126  
Bolinas, CA 94924

Dear Mr. Binley:

At the request of the Marin County Board of Supervisors you will find an agreement between the County of Marin and Bolinas Fire Protection District in the amount of \$300,000 to support the Bolinas Firehouse and Clinic/Mesa Park development project.

Please review the agreement, sign where indicated, and return to me. After it has been executed by the County Administrator, 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.

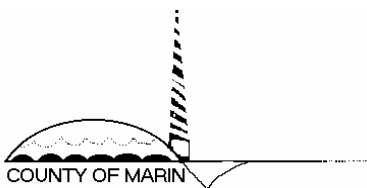
Within 60 days of completion of the agreed upon scope or prior to the end of the contract period, a notice of completion is requested to be provided to the Marin County Administrator's Office for review.

Sincerely,

Nicki Azarbakhsh  
Executive Assistant  
415-499-6361  
[nazarbakhsh@co.marin.ca.us](mailto:nazarbakhsh@co.marin.ca.us)

Enclosure

**COMMUNITY SERVICE AGREEMENT**



**THIS AGREEMENT**, made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2004, by and between the **COUNTY OF MARIN**, a political subdivision of the State of California (hereinafter referred to as "County") and **Bolinas Fire Protection District for the Bolinas Firehouse and Clinic Project** (Tax I.D. No.941673272 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. Phil Binley, Board Member, 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 \_\_\_\_\_, 2004.

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

COUNTY OF MARIN ("COUNTY")

"CONTRACTOR"

By: \_\_\_\_\_  
BOS President

\_\_\_\_\_  
Bolinas Fire Protection District  
Bolinas Firehouse and Clinic Project  
Phil Binley  
PO BOX 126  
Bolinas, CA 94924

**EXHIBIT "A"**  
**SCOPE AND PAYMENT**

**A.1 CONTRACT SCOPE**

See Exhibit 'A'

**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 **THREE HUNDRED THOUSAND DOLLARS (\$300,000)**. Payment shall be made in two installments as described in Exhibit A. In no event shall total contract amount paid to CONTRACTOR under this Provision A.3 exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** without an amendment to this Agreement approved by the County of Marin.

**EXHIBIT "B"**  
**ADDITIONAL PROVISIONS**

**NOTICE OF COMPLETION**

Within SIXTY (60) days of completion of the agreed upon scope or prior to the end of the contract period as specified in A.1, a notice of completion must be provided to the Marin County Administrator's Office for review.

**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.

## **Exhibit 'A' - Detailed Scope of Work**

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### **PHASE I: ELIGIBLE PRE-CONSTRUCTION COSTS (up to \$100,000)**

Construction Management: Design Development, Construction Documents, Building Permit phases  
Cost Estimates by Nordby Construction (at 60% and 100% of architectural/engineering design development)

Architecture and/or engineering for Firehouse, Clinic, Water Reclamation System:

- Design development, Construction Document, Building Permit phases
- Subcontracts for Civil Engineering, Structural Engineering, Mechanical Engineering, Electrical Engineering, Landscape Design

Demolition of Firehouse

Legal services for clinic lease

Utilities move for firehouse

Temporary facilities for Fire District

Project Management: Design Development, Building Permit phases

Project Accounting

County planning design review fees and permits

Land purchase (15' strip for clinic)

Hazardous materials report

Hazardous materials removal/abatement

***NOTE: At the end of phase I, a letter will be submitted to the CAO which identifies that phase I has been completed and include a report reflecting the related expenses & payments. A second letter will be generated to the CAO which identifies that the second phase has begun in order to prompt the phase II check.***

### **PHASE II: ELIGIBLE CONSTRUCTION COSTS (remaining \$200,000+)**

General Contractor bonds

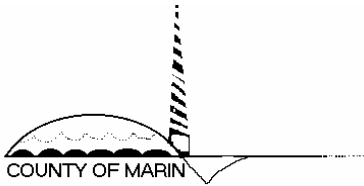
Construction Management: Bidding and Construction Administration phase

Architecture and/or engineering for Firehouse, Clinic, Water Reclamation System: Bidding and Construction phases

General Contractor:

- Site costs
- Construction Costs for Firehouse
- Construction Costs for Clinic
- Construction Costs for Water Reclamation System

Project accounting



## NOTICE OF COMPLETION FORM

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As noted in the accompanying cover letter and in Exhibit "B" of the enclosed agreement, please sign and date this form once the agreed upon scope has been completed.

**Mail To:** Marin County Administrator's Office  
Attention: Nicki Azarbakhsh  
3501 Civic Center Drive, Room 325  
San Rafael, CA 94901

**Or Fax To:** 415-507-4104, Attention: Nicki Azarbakhsh

**CONTRACTOR/ORGANIZATION NAME:** Bolinas Fire Protection District for the Bolinas Firehouse and Clinic Project

**CONTRACT PERIOD:** July 1, 2004 through June 30, 2005

**APPROVED CONTRACT AMOUNT:** \$300,000

**CONTRACT SCOPE:** See Exhibit 'A'

I hereby certify that the agreed upon scope as described above and in Exhibit "A" has been fully completed without exception.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_