

October 20, 2005

Stinson Beach Community Center
Ginny Otis
PO BOX 713
Stinson Beach, CA 94970

Dear Ms. Otis:

At the request of the Marin County Board of Supervisors you will find an agreement between the County of Marin and the Stinson Beach Community Center in the amount of \$50,000 to support a two phase project to bring the Stinson Beach Community Center into ADA and County code compliance as described in the attached contract agreement scope.

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

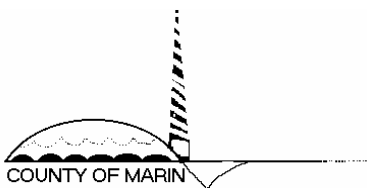
Within 60 days of completion of the agreed upon scope or prior to the end of the contract period, a notice of completion is requested to be provided to the Marin County Administrator's Office for review.

Sincerely,

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 **STINSON BEACH COMMUNITY CENTER** (Tax I.D. No.946089843 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. Ginny Otis, Construction Coordinator, 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

Stinson Beach Community Center
Ginny Otis
PO BOX 713
Stinson Beach, CA 94970

EXHIBIT "A"
SCOPE AND PAYMENT

A.1 CONTRACT SCOPE

PHASE I: RESTROOM FACILITIES IMPROVEMENTS

\$30,000 shall be used to partially offset the cost of bringing facility restrooms into ADA and County Code compliance. Improvements include seismic upgrading and foundation repair. Total Phase I costs are estimated at \$95,000. Capital campaign funds will also be used during this phase.

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: ENTRYWAY IMPROVEMENTS (remaining \$20,000)

The remaining \$20,000 will partially offset the cost of bringing the facility's entryways into ADA and County Code compliance. Improvements include seismic upgrade, handicap entry and exit access points to be ADA compliant and necessary electrical upgrades.

A.2 CONTRACT TERM

July 1, 2005 through June 30, 2006

A.3 PAYMENT

BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed **FIFTY THOUSAND DOLLARS (\$50,000)**. Payment shall be made in two installments as described in Exhibit A above. In no event shall total contract amount paid to CONTRACTOR under this Provision A.3 exceed **FIFTY THOUSAND DOLLARS (\$50,000)** 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.

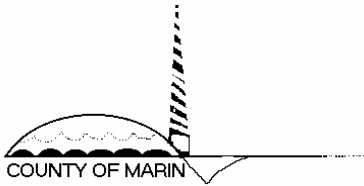
C.2 NONDISCRIMINATORY EMPLOYMENT

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.



NOTICE OF COMPLETION FORM

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: Lisa DeCarlo
3501 Civic Center Drive, Room 325
San Rafael, CA 94901

Or Fax To: 415-507-4104, Attention: Lisa DeCarlo

CONTRACTOR/ORGANIZATION NAME: Stinson Beach Community Center
CONTRACT PERIOD: July 1, 2005 through June 30, 2006
APPROVED CONTRACT AMOUNT: \$50,000
CONTRACT SCOPE:

PHASE I: RESTROOM FACILITIES IMPROVEMENTS

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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: _____