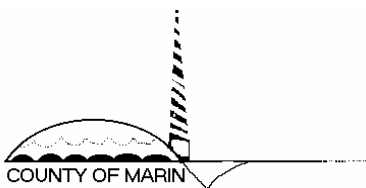


COMMUNITY SERVICE AGREEMENT



THIS AGREEMENT, made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2006, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and ERROR! REFERENCE SOURCE NOT FOUND. (Tax I.D. No.942717001A), (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 provisions 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. Error! Reference source not found., 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 \_\_\_\_\_, 2006.

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

COUNTY OF MARIN ("COUNTY")

"CONTRACTOR"

By: \_\_\_\_\_
Board President

\_\_\_\_\_  
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**EXHIBIT "A"**  
**SCOPE AND PAYMENT**

**A.1 CONTRACT SCOPE**

Funds will be used to partially offset the cost of printing and distributing the 2 page San Francisco Bay Index and map insert as well as the full Bay Index report to Bay Area residents. Funds will also be used to offset the translation and production of The San Francisco Bay Index into Spanish. These environmental educational materials will provide the public with measures that individuals can take that will have a positive impact on the aquatic ecosystem.

**A.2 CONTRACT TERM**

April 15, 2006 through September 15, 2006

**A.3 PAYMENT**

BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed **THIRTY THOUSAND DOLLARS** (\$Error! Reference source not found.). 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.3 exceed **THIRTY THOUSAND DOLLARS** (\$Error! Reference source not found.) 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.2, 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.