

COUNTY OF MARIN
OFFICE OF THE ADMINISTRATOR

3501 CIVIC CENTER DRIVE, SUITE 325, SAN RAFAEL, CA 94903

415/499-6358 - FAX 415/507-4104

March 18, 2008

Matthew H. Hymel
County Administrator

Board of Supervisors
County of Marin
Room 329, Civic Center
San Rafael, CA 94905

SUBJECT: Agreement with Marin Agricultural Land Trust (MALT)

Dear Board Members:

RECOMMENDATION: Authorize the President to execute the agreement.

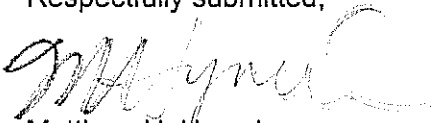
SUMMARY: This agreement will provide \$30,000 to support acquisition and monitoring of agricultural conservation easements throughout Marin.

FISCAL IMPACT:

Funds are available for these services in the current year budget in Account: 9000011100.

Please let me know if you have any questions or concerns.

Respectfully submitted,



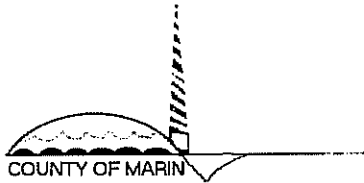
Matthew H. Hymel
County Administrator

MHH/sm

Attachment

MERIT Document Number: 0010010128

COMMUNITY SERVICE AGREEMENT



THIS AGREEMENT, made and entered into this day _____ of _____, 2008, 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 (MALT)** (Vendor I.D. No.1005628), (hereinafter referred to as "Contractor").

WITNESSETH:

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

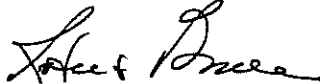
1. (A) The contract scope, (B) the time within which said scope is to be performed, (C) the contract amount, and (D) the schedule for payment as specified in Exhibit "A", attached hereto and by this reference incorporated herein.
2. **ADDITIONAL PROVISIONS.** Those additional provisions unique to this 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. 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 _____, 2008.

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



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

EXHIBIT "A"
SCOPE AND PAYMENT

A.1 CONTRACT SCOPE

One-time funds will be used to support MALT's 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.

A.2 CONTRACT TERM

July 1, 2007 through June 30, 2008

A.3 PAYMENT

BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed **THIRTY THOUSAND DOLLARS (\$30,000)**. 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 (\$30,000)** 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.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.