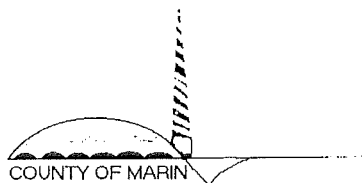


COMMUNITY SERVICE AGREEMENT



THIS AGREEMENT, made and entered into this day 5th of October, 2010, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as County") and (Vendor I.D. No.1005860), Marin County Bicycle Coalition (MCBC) (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 Board of Supervisors is the representative of the COUNTY and will administer this Agreement for the COUNTY. Kim Baenisch, 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 October 5, 2010.

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

COUNTY OF MARIN ("COUNTY")

MARIN COUNTY BICYCLE COALITION (MCBC) "CONTRACTOR"

By: _____
BOS President

Kim Baenisch, Executive Director
Kim Baenisch
P.O. Box 1115
Fairfax, Ca 94978

EXHIBIT "A"

SCOPE AND PAYMENT

A.1 CONTRACT SCOPE

One-time funds will be used to partially offset the cost of the programs of the Marin County Bicycle Coalition (MCBC). MCBC continues to improve local transportation facilities resulting in the reduction of congestion, greenhouse gas emissions and other air/water pollution, increasing mobility, improving health and maximizing efficient use of the current roadway network. It has helped to increase bicycling in Marin 66% since 1999. For the past several years, MCBC has helped the County of Marin implement bicycling projects in the County's unincorporated areas and now includes the following:

- 1) Bicycle and Pedestrian Design – provide technical assistance on project design related to bicycle and pedestrian facilities for consideration or under construction as part of the Marin County Bicycle and Pedestrian Master Plan;
- 2) Coordination with Other Agencies – help to facilitate one-on-one and multi-agency discussions that will result in the study of, design, funding, and implementation of bicycle and pedestrian facilities included in the Marin County Bicycle and Pedestrian Master Plan;
- 3) Leveraging Additional Funding – assist with the identification and acquisition of project funding, and help ensure the availability and retention of allocated project funding.

Primary projects that are in progress include the Cal Park Hill Tunnel, Central Marin Ferry Connection Project, Alto Tunnel, HOV Gap Closure, Caltrans projects and the design of the railroad right-of-way pathway connecting downtown San Rafael and Terra Linda. The total annual operating budget is \$165,000.

A.2 CONTRACT TERM

July 1, 2010 through June 30, 2011

A.3 PAYMENT

BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed **THIRTY FIVE THOUSAND DOLLARS (\$35,000)**. 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 FIVE THOUSAND DOLLARS (\$35,000)** 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.