

COUNTY OF MARIN  
OFFICE OF THE ADMINISTRATOR

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

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

Matthew H. Hymel  
County Administrator

March 18, 2008

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

**SUBJECT:** Agreement with Jeannette Prandi Children's Center (JPCC)

Dear Board Members:

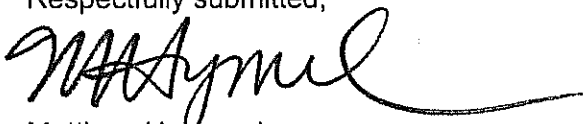
**RECOMMENDATION:** Authorize the President to execute the agreement.

**SUMMARY:** This agreement will provide \$40,000 to partially offset the cost of operating the JPCC for the benefit of Marin children who have been abused or sexually assaulted.

**FISCAL IMPACT:** Funds are available for these services in the current year budget.

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

Respectfully submitted,

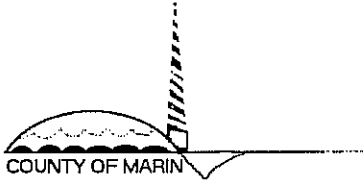


Matthew H. Hymel  
County Administrator

MHH/jw  
Attachment

MERIT Document Number: 10010221

COMMUNITY SERVICE AGREEMENT



THIS AGREEMENT, made and entered into this day 26 of February, 2008, 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.1009632), (hereinafter referred to as "Contractor").

**WITNESSETH:**

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

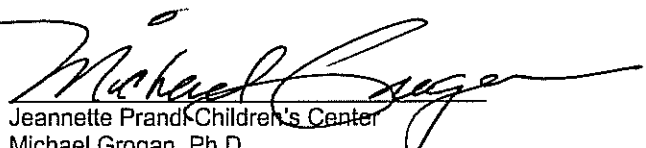
1. (A) The contract scope, (B) the time within which said scope is to be performed, (C) the contract amount, and (D) the schedule for payment as specified in Exhibit "A", attached hereto and by this reference incorporated herein.
2. **ADDITIONAL PROVISIONS.** Those additional provisions unique to this 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. Michael Grogan, Ph.D., Project 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 February 26, 2008.

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

  
Jeannette Prandi Children's Center  
Michael Grogan, Ph.D.  
2 Jeannette Prandi Way  
San Rafael, CA 94903

ND

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

**A.1 CONTRACT SCOPE**

One-time funds will be used to partially offset the Project Director's salary in operating the Jeannette Prandi Children's Center (JPCC). JPCC is a multidisciplinary interview center utilized when there is an allegation of child sexual abuse; this facility provides a "child friendly" location at which the child can be interviewed by a trained forensic interviewer. While the child is being interviewed, representatives from local law enforcement, Children and Family Services, and the District Attorney can watch behind a one-way mirror. Since the Center's opening in April 2000, 450 interviews have been completed. The JPCC serves victims of physical abuse, domestic violence, children witnessing violent crimes, developmentally delayed adults, who have been sexually assaulted and elder abuse victims. In addition to completing a criminal investigation and addressing protection issues, children and family members are provided immediate crisis counseling and a referral for ongoing counseling. The JPCC will conduct 40 interviews this year, continue to work in conjunction with law enforcement agencies and County personnel regarding making the Center available to Elders who have been victims of abuse, provide updated information to forensic interviewers (police officers and social workers) to advance their interviewing skills.

**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 **FORTY THOUSAND DOLLARS (\$40,000)**. 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 **FORTY THOUSAND DOLLARS (\$40,000)** 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.

## MARIN COUNTY BOARD OF SUPERVISORS AGENDA REQUEST

This form is to be submitted to the BOS office (Room 329) by **NOON on Thursday**, 12 days prior to proposed agenda date.

- Attach to an email message, addressed to *BOS Agenda* via cc:Mail on the LAN
- fax to 499-3645, or deliver to Board of Supervisor's Office, Room 329.

Deadline for submission of **FULL BOS PACKET** is **NOON a.m. on Wednesday**, six days prior to BOS meeting.

**Submitting Department:** County Administrator

Staff/Author: Janis West Phone: 6908

Proposed Agenda Date: 03-18-08 [ y ] Dept. Head Approval Obtained

Item Submitted for: [ X ] Consent Agenda [ ] Policy Agenda [ y/n ] 4/5 Vote Required

**Minimum number of copies required:** Consent: original + 10 copies Policy: original + 22 copies

(If your department needs *any* executed or stamped "approved" copies returned to your department, you must submit those copies in addition to the Board's minimum number.)

[ n ] Ordinance [ n ] Fee Inc./Levy [ n ] Item Noticed Noticed Hearing Time: \_\_\_\_\_

[ n ] 1st Reading Date for Merit Hearing: \_\_\_\_/\_\_\_\_/\_\_\_\_

Approvals Obtained: [ na ] Auditor-Controller [ na ] County Counsel [ na ] Human Resources

Description of Item (proposed agenda language):

**Authorize President to sign Agreement with Jeannette Prandi Children's Center in the amount of \$40,000 to partially offset the cost of operating the JPCC for the benefit of Marin children who have been abused or sexually assaulted.**

--

Special Instructions to BOS Clerk:

**Please route one signed copy back to the CAO, attention Janis West for further processing.**

County Administrator

Staff: Janis West

Comment:

[ ] Policy [ x ] Consent

**Review by CAO** (Required if agenda request is submitted after 4 p.m. on Tuesday preceding Board meeting)

**REVIEWED/APPROVED by [ ] CAO**

Agenda Date Scheduled: 03/18/08 Time Scheduled: \_\_\_\_\_ Continued to: \_\_\_\_/\_\_\_\_/\_\_\_\_