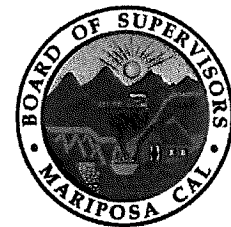




MARIPOSA COUNTY

Human Services · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2016-94

MEETING: March 1, 2016

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: First Amendment to Edward Johnson 2015 Professional Services Agreement with Human Services

RECOMMENDATION AND JUSTIFICATION:

Approve a First Amendment to the Professional Services Agreement with Edward Johnson, increasing the not-to-exceed amount to \$13,000 which adds Verbal Aikido training and additional conflict Resolution training services as stated in Exhibit A-2, and authorize the Board of Supervisors Chair to sign the Amendment.

Please see the First Amendment for additional information on the additional services that will be provided with this Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The existing Agreement with Edward Johnson was signed by the County Administrative Officer on July 16, 2015, as the original contract amount was under the \$10,000 threshold.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, Human Services will not have the full benefit of Edward Johnson's services for staff development.

FINANCIAL IMPACT:

Sufficient funding for the First Amendment has been included in the FY15/16 budget for Professional Services in the Human Services Administration budget. There is no impact to the General Fund.

ATTACHMENTS:

Ed Johnson First Amendment 2016 (PDF)

Edward Johnson PSA 2016 and Exhibit A V2 (PDF)

CAO RECOMMENDATION

Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 2/24/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this 15th day of March, 2016, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**”, and Edward Johnson, hereinafter referred to as “**Contractor**”.

WHEREAS, the **County** and **Contractor** have heretofore entered into a Professional Services Agreement dated July 16, 2015 and signed by the CAO, wherein **Contractor** agreed to provide dispute resolution protocol and dispute prevention and resolution training; and


WHEREAS, **County** and **Contractor** desire to amend the original agreement to include Exhibit A-2 in said Contract which adds Verbal Aikido training and additional conflict resolution training services as stated in Exhibit A-2 to be provided by the **Contractor**;

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. The original agreement is hereby amended to include Exhibit A-2 as set forth in the First Amendment and attached hereto and made a part hereof.
2. Increase the original not to exceed amount by \$7,500 for a total not to exceed amount of \$13,000.
3. **Contractor** acknowledges that all amounts for the tasks completed to date have been fully paid by **County**.
4. Except as herein amended, the agreement dated July 16, 2015 shall remain in full force and effect.

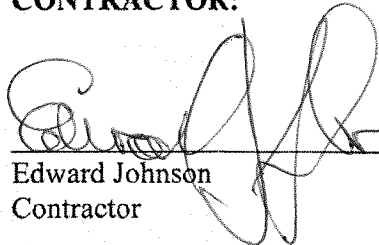
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:



John Carrier, Chair
Mariposa County


CONTRACTOR:



Edward Johnson
Contractor

2/2/16

APPROVED AS TO FORM:



STEVEN W. DAHLEM
County Counsel

EXHIBIT A-2

TRAINING SERVICES for Mariposa County Human Services Department To be Delivered by Ed Johnson and Diane Martin 12/8/15

Based on our discussions with your Leadership Team on December 2, 2015, following is our understanding of the training services you have requested.

TRAINING SERVICES

Training for All Staff

This training would include communication and conflict resolution skills for all staff who have not participated in the prior trainings. It would also include Verbaikido training for deflecting conflict.

We believe a morning and afternoon session will be required to deliver this training, with four sets of morning-afternoon sessions to accommodate all staff, for a total of eight sessions. (We are defining a "session" to be one morning or one afternoon block of training.)

Training for Conflict Coaching – Basic Training

This training will provide skills for coaching a party who is involved in conflict to assist the party in addressing the conflict themselves. Attendance is expected to be those who will actually be coaching.

We believe this will require one half-day session.

Training for Conflict Coaching – Condensed Version

This training will address the same subject, but be abbreviated for a broader range of participants who only want a basic exposure to conflict coaching.

We believe this will require one two-hour session.

CURRENT CONTRACT

Our current contract provides for one Staff Training (two sessions) plus one Additional Session, for a total of three sessions. The above training schedule calls for eight sessions of general training plus one and one-half sessions of conflict coaching training.

To accommodate this training schedule, we believe our existing contract should be amended to provide appropriate compensation for these additional services.

PROPOSED CONTRACT AMENDMENT

We propose that the five additional general staff training sessions be compensated at the same rate as the three currently in the contract, or an additional \$2500.

To deliver Conflict Coaching Training, we will need to design that module to meet your needs. That kind of training is unlike the general conflict skills training which did not require design, as we used modules we have delivered numerous times in the past. As the Conflict training will require this additional work on our part, we propose compensation of \$500 for the training design, \$500 for delivery of the one full session (consistent with the per session cost of the general training), and \$250 for the half-session.

Total new compensation would be \$2500 for the added five sessions of general training, \$500 to design the conflict coaching training, \$500 to deliver the full session and \$250 for the half-session, for a total of \$3750.

OTHER OPTIONAL SERVICES

We thought one additional service might be useful. We could prepare a Procedures Manual for the Conflict Resolution program. This would go beyond the protocol, which was originally intended to be only a brief synopsis. The Procedures Manual could include a detailed narrative of procedures, forms, and training material to provide a self-contained package for future use and training.

This could take a lot of time, depending on the level of detail. If you have an interest in this product, we believe a minimum compensation of \$750 would be appropriate.

Possible other trainings or other services needed not to exceed an additional \$3000.

The total contract amendment with the optional Procedural Manual would then be \$7500.

DRAFT TRAINING AGENDAS

Attached is a draft training outline for the general staff training, and the full and abbreviated conflict coaching training, for your review.

I will be out of the country from December 10 through January 2, but if these terms are acceptable, we will start work on these products as you process the contract amendment.