



# MARIPOSA COUNTY

Human Resources/Risk Management • (209) 742-1379



## **RESOLUTION - ACTION REQUESTED 2016-425**

MEETING: August 9, 2016

TO: The Board of Supervisors

FROM: Steve Johnson, Human Resources Director - Risk Manager

RE: Approve First Amendment to Municipal Resource Group Agreement

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve First Amendment to the Professional Services Agreement with Municipal Resource Group (MRG) by increasing the not-to-exceed amount to \$25,000 and amending the Scope of Services to broaden the work to be done; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The initial Professional Services Agreement was approved by the County Administrative Officer in a not-to-exceed amount of \$10,000 as authorized by County Code. The purpose of the Agreement was for a workplace investigation.

The cost for MRG's services was slightly more than \$10,000 and, in addition, another and different workplace investigation was needed soon after the initial investigation began. This requires an amendment to the Agreement to increase the not-to-exceed amount to accommodate the cost of the first investigation as well as the cost of an additional investigation, and to broaden the scope of work to include the additional investigation.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board has approved amendments to Professional Services Agreements in the past.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

A negative action would result in the non-payment of an outstanding invoice.

### **FINANCIAL IMPACT:**

**Funding is budgeted in the liability set-aside fund.**

### **ATTACHMENTS:**

**MRG-investigations 1st amendment (PDF)**

**MRG-orig PSA (PDF)**

### **CAO RECOMMENDATION**

Requested Action Recommended

*Mary Hodson*

Mary Hodson, CAO

8/3/2016

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Kevin Cann, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I 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 9th day of August 2016 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County" and Municipal Resource Group, hereinafter referred to as "Contractor."

**WHEREAS**, the County and Contractor have heretofore entered into a Professional Services Agreement dated May 23, 2016 wherein Contractor agreed to provide investigation services; and

**WHEREAS**, County and Contractor desire to amend said Professional Services Agreement by increasing the not to exceed amount of the Agreement; and

**WHEREAS**, County and Contractor desire to further amend said Professional Services Agreement by amending the Scope of Services by broadening the scope to encompass more than one investigation.

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

1. Amend the not to exceed amount in paragraph 4.01 to Twenty-Five Thousand Dollars and 00/100 (\$25,000).
2. Amend the Scope of Services to encompass more than one investigation.
3. Except as herein amended, the Agreement dated May 23, 2016, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties cause this Amendment to be executed on the date first above written

**COUNTY OF MARIPOSA  
(COUNTY)**


**MUNICIPAL RESOURCE GROUP  
(CONTRACTOR)**

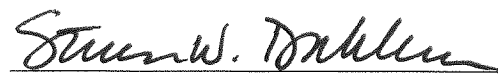
  
John Carrier, Chair  
Mariposa County Board of Supervisors

  
Mary Egan  
Partner

**ATTEST:**

**APPROVED AS TO FORM:**

  
René LaRoche, Clerk of the Board

  
Steven W. Dahlem, County Counsel

## **SCOPE OF SERVICES**

Assigned consultants will provide investigatory services to the Human Services Department to conduct workplace investigations. This work will involve interviews with employees of the Human Services Department, preparation of a confidential report containing a summary of the interviews, and findings and conclusions relative to each investigation.

Travel and expenses associated with this work will be reimbursed at actual cost. The current IRS mileage reimbursement will be used.