

First Amendment
to
PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“Amendment”), dated as of _____, 2025, is by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Municipal Resource Group, LLC (“MRG”), a California Limited Liability Company, hereinafter referred to as (“Consultant”).

R E C I T A L S

WHEREAS, County and Consultant entered into that certain Agreement, dated July 1, 2024, for the preparation and delivery of organizational development services and/or the development and delivery of training programs and related services which provided a maximum spending limit of \$150,000 per each 12-month term, and delegated authority to the Human Resources Director to increase the spending limit by no more than \$100,000 per contract year ("Scope 1"); and

WHEREAS, County desires to also utilize the Consultant for a substantial project to conduct an assessment, redesign and implementation roadmap of the Department of Health Services for an estimated cost not to exceed \$698,485 ("Scope 2"); and

WHEREAS, County and Consultant desire to amend the Agreement to add Scope 2 and also increase the not to exceed amount for the term July 1, 2024 to June 30, 2027.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Paragraph 1.1. shall be amended to reflect as follows: Consultant shall perform the services described in **EXHIBIT A – SCOPE OF WORK (COUNTYWIDE AND DEPARTMENT OF HEALTH SERVICES)**, hereinafter **Exhibit A**, attached hereto, and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in **Exhibit A** and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and **Exhibit A**, the provisions in the body of this Agreement shall control.

2. Paragraph 2. Payment shall be amended to reflect for all services and incidental costs required in performing Scope 1 services, Consultant shall be paid in accordance with the budget

set forth in **Exhibit B**, provided, however, that total payments to Consultant shall not exceed \$150,000 in contract year 7/1/24 to 6/30/25, and \$150,000 in contract year 7/1/25 to 6/30/26, and \$150,000 in contract year 7/1/26 to 6/30/27, without the prior written approval of County. For all services and incidental costs required in performing Scope 2 services, Consultant shall be paid in accordance with the budget set forth in **Exhibit B**, provided, however, that total payments to Consultant shall not exceed \$698,485. The rest of Paragraph 2 is unchanged and remains in full effect.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT, AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONSULTANT:

Municipal Resource Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

COUNTY:

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Janell Crane, Human Resources Director

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

Date: _____

EXECUTED BY:

By: _____

Janell Crane, Human Resources Director

Date: _____

Exhibit A – Scope of Work (Countywide and Department of Health Services)

1. Scope of Work – Countywide Departments - Scope 1

Services referenced in this Scope of Services will be available to County from Municipal Resource Group, LLC., located in the state of California, USA.

Consultant agrees, upon request from County (on an “as needed” basis), to provide services that could include:

Organizational Development Services

- Assessments
- Program design/evaluation
- Executive leadership development, coaching, mentoring, and team building
- Strategic and program planning
- Facilitation – meetings, retreats, stakeholder/community engagement
- Performance management
- Employee engagement
- Conflict resolution and mediation

Training

- Professional development, interpersonal skills, customer service, supervisory, management, executive, performance and personal effectiveness

Consultant will perform these services as requested from time to time by the County as the County in its sole discretion deems appropriate. All work will be issued incrementally with documented scope and prior written approval of County. County does not guarantee any minimum or maximum amount of work under this agreement.

Prior to any services being performed, Consultant will provide County with, and get authorization for, a task order that itemizes:

- a) The specific services to be provided.
- b) The times and dates said services are to be provided.
- c) The costs of said services based on the cost schedule set forth in **Exhibit B**.

2. Scope of Work - Department of Health Services (DHS) - Scope 2

This project for the Department of Health Services is comprised of three phases. Each will be described more fully below.

1. PHASE I: ASSESSMENT



Task 1.1 - Project Launch and Project Management: This task will include meetings with the County Administrator, internal Project Manager, and key staff to prepare the project to launch and general project management. The purpose of these meetings is to discuss the work plan; ensure a shared understanding of the history and context of the project; discuss potential data sources, preliminary identification of contacts and stakeholders to engage; begin to develop a communications plan and communication protocols that support project success; and identify and troubleshoot any barriers or challenges in advance.

Task 1.2 – Interviews with Key Stakeholders, Management and Labor: MRG will conduct a series of interviews to gain information, understand current conditions, and identify issues and themes.

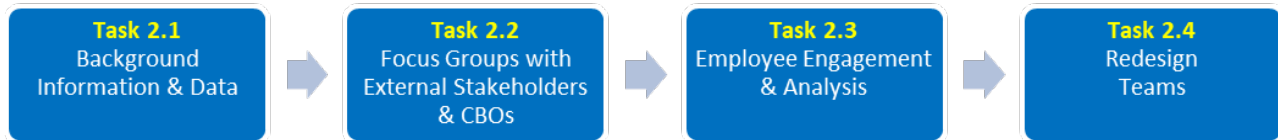
- Key Stakeholders—Each member of the Board of Supervisors and five additional key stakeholders who work with DHS will be interviewed. Additional stakeholder focus groups will be conducted during the Phase 2 Redesign.
- Management Interviews -- Approximately 19 interviews with executive / management level staff within DHS as well as with other County department representatives who work closely with DHS will be conducted. MRG will also interview staff involved in internal administrative processes to understand workflow, technology and operations.
- Labor Interviews -- MRG will conduct interviews with bargaining unit representatives to obtain an understanding of the significant challenges and an employee/labor relations perspective.

Task 1.3 - Program Manager Interviews: MRG will conduct approximately 13 interviews with DHS program management staff. The purpose of these interviews will be to hear the perspectives of the program managers which provides wider information gathering and operational analysis.

Task 1.4 - Employee Survey Results and Planning: It is important that all employees in DHS have an opportunity to provide ideas and input into the assessment process. MRG will review the Countywide employee survey results for DHS that was launched by County HR in November as part of our analysis as well. The specific engagement tool will be decided after the assessment phase. This may be an additional employee survey, focus groups, or a mechanism to provide direct ideas for the redesign teams.

Task 1.5 - Assessment Debrief – The conclusion of Phase 1 will be an initial debrief with the County’s Project Management team for the purpose of sharing initial findings and key themes that were identified during the interviews. This debrief will also help shape and tailor the Phase 2 Redesign process.

2. PHASE 2: REDESIGN

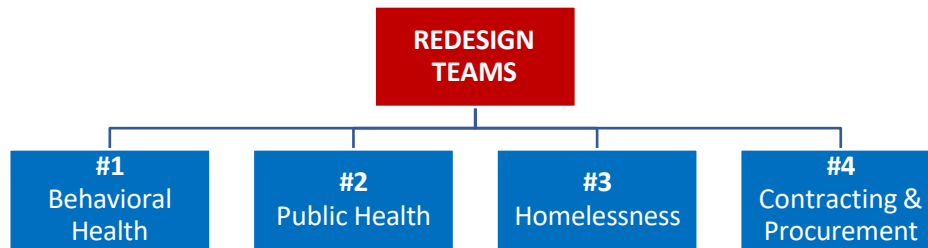


Task 2.1 - Background Information and Data: Requests for key data and a high-level review of the data and information will occur at this stage. We will work with Department staff to collect and review existing reports, strategic plans, evaluations, and any other relevant background materials. MRG and key members of the Redesign Teams will review background materials and compare this information with the information received during the interview and survey process to identify similar themes, areas of strength and areas requiring improvement. MRG will summarize key data and information from various reports to share with the Redesign Teams.

Task 2.2 - Focus Groups with External Stakeholders and CBOs: The purpose of the external stakeholder focus groups is to gain insights and understanding of issues related to service delivery from the perspective of customers, the public and partners. MRG has reserved six focus groups for these discussions. We anticipate conversations with community-based organizations (CBO) and public agency partners in the areas of behavioral health, public health, and homelessness. These focus groups will be structured group interviews to gain insights into past experiences, expectations, and perceptions of the Department’s service delivery.

Task 2.3 - Employee Engagement and Analysis – As stated prior, the specific employee engagement tool will be determined after Phase 1 is completed. The engagement effort could be more a specific survey, focus groups or other ideas. MRG would collect, analyze and review employee input and determine key themes, ideas and recommendations. The results would be integrated into a report for DHS leadership and the Redesign Teams to hear and benefit from.

Task 2.4 - Redesign Teams: The Redesign Teams are the foundation of the redesign process to (1) to utilize the creativity, energy and expertise of DHS staff, (2) discuss and evaluate key issues, (3) deliberate on solutions and ideas for improvements, (4) develop action-oriented work plan (roadmap), and (4) launch this change management initiative forward. At this time, the Redesign Teams will be focused on four key areas: Behavioral Health, Public Health, Homelessness, and Contracting/Procurement.



MRG will facilitate up to three full-day, in-person workshops with each Redesign Team, along with a 1.5-hour virtual meeting with DHS Executive Management and the County Executive Office to present each collaboratively developed Roadmap. Each Redesign Team will have two MRG consultants as facilitators and subject matter experts, while the County will appoint two co-chairs for each team. The Redesign Teams are expected to complete the four workshops below and then continue forward on their own over the next few years to help implement the approved Roadmap. Below is a general outline of the work of the Redesign Teams.

Redesign Team – Workshop Process



The Redesign Teams will create the following deliverables and MRG will add our expertise and information from the interviews and data/reports to these efforts.

- a. Strategic assessment using the SOAR framework (Strengths, Opportunities, Aspirations and Results).
- b. Discussion and analysis of key information from prior reports and data collected.
- c. Develop ideas and potential solutions to respond to issues and challenges.
- d. Draft Roadmap with clear action plans that include what, when, how, and who or which Redesign Team for subsequent action and follow through. This will also articulate additional resources or investments that may need to be considered.
- e. Input on next steps for Redesign initiatives.

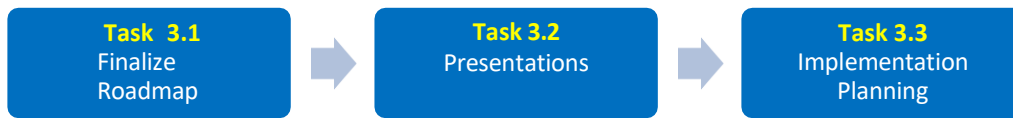
At the conclusion of this task, a “Redesign Roadshow” will be conducted where members of the Redesign Teams will present their initial results to executive leadership. This is the 4th

Workshop and is planned to be virtual at this time.

The Redesign Teams will continue supporting the implementation of the Roadmap on their own over the following 1-2 years, with an emphasis on:

- Ensuring seamless integration and execution of initiatives (pull-through),
- Establishing accountability for completing ongoing work, and,
- Securing buy-in from County staff to promote ownership and engagement in the process.

3. PHASE 3: ROADMAP



This phase pulls the information from the assessment work together and prepares for presentations and implementation.

Task 3.1 - Finalize Roadmap – An executive summary for the project will be drafted and the Roadmap will be finalized to guide and move the Department of Health Services forward. In addition, MRG will facilitate a full day retreat with the DHS leadership team for purposes of deeply understanding the Roadmap, discussing implementation, and determining initial actions. MRG would work with County staff to create a prioritized list of the first actions to take in the Roadmap’s execution.

Task 3.2 - Presentations – It is important for the work of the study to be shared and socialized for both acceptance and support for the subsequent work. During this phase MRG will create briefing decks and assist with the following presentations:

- ✓ Presentation to the Sonoma County DHS management team,
- ✓ Presentation to Sonoma County DHS employees, and,
- ✓ Presentation and report to the Sonoma County Board of Supervisors.

Task 3.3 - Implementation Planning – MRG will work with County staff to create a prioritized list of the first actions to take in the Roadmap’s execution. This will consider both immediate course corrections by the County – the “low-hanging fruit” and critical major shifts. This immediate action plan provides direction for management and builds the confidence of those invested in the outcome of this process. The above scope and project approach may be modified based on agreement between the County and MRG. Tasks may be moved or swapped between phases based on agreement between the County and MRG documented in writing.

DHS Assessment and Strategic Redesign	
Project Scope and Milestone	Estimated Hours

PHASE 1 – ASSESSMENT – Interviews (Key Stakeholders, Management, Program Manager and Labor) , Employee Survey Analysis and Planning, Debrief	
Task 1.1 – Project launch and Project Management	137
Task 1.2 – Interviews with Key Stakeholders, Management and Labor	298
Task 1.3 – Program Manager Interviews	129
Task 1.4 – Employee Survey Results and Planning	66
Task 1.5 – Assessment Debrief	149
Task 1.6 – Provisional Hours / Expenses	73
Subtotal	851

PHASE 2 – REDESIGN – Background Information and Data, Employee Engagement Effort, Redesign Teams and Workshops	
Task 2.1 – Background Information and Data	155
Task 2.2 – Focus Groups with External Stakeholders and CBOs	105
Task 2.3 – Employee Engagement and Analysis	175
Task 2.4 – Redesign Teams	705
Task 2.5 – Provisional Hours/Expenses	109
Subtotal	1249

PHASE 3 – ROADMAP – Finalize the Roadmap and Plan for Implementation	
Task 3.1 – Finalize Road Map	128
Task 3.2 – Presentations	166
Task 3.3 – Implementation Planning	67
Task 3.4 – Provisional Hours/Expenses	36
Subtotal	397
TOTAL ESTIMATED HOURS	2,498

Provisional Hours: This scope is customized to meet the needs of the County of Sonoma and estimates have been determined. MRG acknowledges that the estimated hours per task are just that – an estimate. Provisional hours have been included for each phase of work in case additional time or scope adjustments are necessary. If this provisional time is not needed, then no charges will be made to the County. MRG has the right to utilize this provisional time without prior approval by the County. MRG, in consultation with County project manager, may in writing agree to utilize provisional time from one phase to another phase in order to ensure appropriate resources for a successful project.

**EXHIBIT B
FEE SCHEDULE**

The maximum authorized fees under this first amendment are as follows:

- Scope 1 - Countywide departments \$150,000 per each year of the Agreement, with the ability of the County to increase the amount up to a maximum of \$250,000 per year upon written agreement.
- Scope 2 - Department of Health Services \$698,485

Organizational Development Consulting	
Project Director/Vice President	\$350/hour
Project Manager	\$325/hour
Principal Consultant	\$290/hour
Consultant	\$260/hour
Administrative Analyst	\$150/hour
Administrative Specialist	\$125/hour
Coaching / Mediating	
Leadership Development Coach	\$325/hour
Conflict Mediation /	\$325/hour
Executive Coaching / Strategic Advisor	\$275-\$300/hour
Tactical Coaching / Mentoring	\$250/hour
Training / Team Building	
Planning, development of programs and curriculum, customization time, meeting participation, administration or analysis of assessments, interviews, and focus groups are billed at an hourly rate with a number of estimated hours agreed upon in advance	\$260-\$300/hour
Hourly training programs*	2-4 hours of prep plus program delivery time for each hourly program at \$260-\$300/hour
Half-day of Training / Retreat / Team Building*	\$7,500 - \$10,000
Full-day of Training / Retreat / Team Building*	\$9,500 - \$15,000
Multiple days of Training*	\$9,000 - 12,000/day

Additional Information:

- **Repeat sessions of the same material would be at a lower price point.*
- Should the County wish to continue services on a multi-year basis after 2024-2025, MRG rates will be increased by 5% each year.
- Any printed training class materials will be the responsibility of the client and will be provided ahead of time via a PDF before class.

The County will not pay for any travel costs to or from points outside of a 25-mile radius of Sonoma County, nor for any airfare, overnight lodging, or meals.

No other costs to be reimbursed without prior written approval of County.