



Board Agenda Item 44

DATE: January 28, 2025
TO: Board of Supervisors
SUBMITTED BY: Hollis Magill, Director of Human Resources
SUBJECT: First Amendment to Master Services Agreement: Workplace Investigations

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute First Amendment to Agreement No. 23-388, which is a Master Services Agreement for third party workplace investigations between various vendors, effective upon execution, with no change to the term of August 8, 2023, through the final optional year, ending August 7, 2028, and increasing the maximum compensation by \$1,500,000, to a total of \$2,000,000.

There is no additional Net County Cost associated with the recommended action. The Department of Human Resources (Department) is responsible for the oversight of workplace investigations and, in consultation with County Counsel, selects impartial third-party workplace investigations firms when necessary to be engaged by County Counsel to provide workplace investigative services as well as provide post-investigative services (i.e., when required by order of the court or in relation to legal proceedings, to respond to any subpoena or discovery, to provide testimony at deposition, trial, or arbitration). The recommended action would allow the Department to maintain compliance with applicable laws and timely address workplace incidents including, but not limited to, workplace violence, retaliation, discrimination, and sexual harassment. County departments utilizing these services would continue to be charged only for actual costs incurred.

The current agreement for workplace investigations, No. 23-388, has experienced vastly higher-than-anticipated use. This item is countywide.

ALTERNATIVE ACTION(S):

There are no viable alternative actions. If the Board does not approve the recommended action, the County will be unable to timely conduct workplace investigations.

FISCAL IMPACT:

There is no additional Net County Cost associated with the recommended action. The actual cost associated with the recommended action will be based on services performed and compensation payable will not exceed \$1,500,000 for the three-year base term, and \$250,000 for each optional period, for a maximum compensation payable \$2,000,000 for the potential five-year term. Sufficient appropriations and revenues for the recommended agreement are included in the Human Resources Org 1010 FY 2024-25 Adopted Budget and will also be included in future budget year requests. County departments utilizing these services will continue to be charged only for actual costs incurred.

DISCUSSION:

The current providers of workplace investigative services for the County are Leist & Associates, Kramer Workplace Investigation, Sloan Sakai Yeung & Wong, LLP., and Van Dermyden Makus. These are the firms that entered into an agreement on August 8, 2023. These parties were subjected to a suspension of competition due to time-sensitive needs of the County to conduct timely workplace investigations. Each firm has conducted multiple workplace investigations for the County.

At the time the County entered in the Agreement, case volume related to workplace incidents suggested that the agreement's maximum amount payable of \$500,000 was sufficient. However, current fund use has exceeded projections.

Qualified workplace investigators are in high demand throughout the State, which can lead to weeks or months of lead time before investigations may begin. In order to ensure the County is able to comply with timelines, an amendment to the master agreement with multiple vendors is necessary to account for any issues of availability and provide the most appropriate personnel for a given investigation.

Each of the firms referenced in this item's request have extensive work histories in the related and necessary fields and has a proven track record to handle the County's workplace investigations needs.

REFERENCE MATERIAL:

BAI #29 August 8, 2023

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - First Amendment to Master Service Agreement (Workplace Investigations - County of Fresno)

CAO ANALYST:

Paige Benavides