

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

December 19, 2023

FROM

JOSHUA DUGAS, Director, Department of Public Health

SUBJECT

Agreement with VolunteerHub for Volunteer Scheduling and Management Software

RECOMMENDATION(S)

1. Approve **Agreement No. 23-1312** with VolunteerHub, including non-standard terms, for the Volunteer Scheduling and Management Software subscription in the amount of \$3,125 for the retroactive period beginning July 17, 2023 through July 16, 2024.
2. Authorize the Purchasing Agent to renew the subscription, including unchanged nonstandard terms, subject to review by County Counsel, for a term not to exceed July 16, 2028.
3. Direct the Director of the Department of Public Health to transmit all renewed subscriptions to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Joshua Dugas, Director, 387-9146)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

This item will not result in the use of additional Discretionary General Funding (Net County Cost). The Department of Public Health (DPH) Animal Care (AC) has sufficient appropriations in its 2023-24 budget from fee revenue and existing Net County Cost allocation for the cost of the agreement with VolunteerHub. Sufficient appropriations will be included in the 2024-25 and future recommended budgets as needed.

BACKGROUND INFORMATION

VolunteerHub is a comprehensive volunteer management software designed to streamline and enhance volunteer programs, making it an ideal solution for AC. This platform offers several key benefits to improve the efficiency and effectiveness of DPH AC's program through centralized volunteer management by easily tracking volunteer hours, schedules, and tasks. In addition, the platform offers online scheduling, reporting and analytics, and volunteer recognition. AC depends on volunteers in the community to help staff programs, requiring a software system to manage the number of volunteers across the various AC sites. VolunteerHub can manage up to 1,000 volunteers, providing a personalized landing page, unlimited emails, the ability to make reservations for volunteer days, join a wait list, and receive technical support. These system features will help AC organize, optimize, and communicate efficiently with their volunteer base.

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On July 17, 2023, AC staff executed an agreement with VolunteerHub, however, due to nonstandard terms, County Policy 11-05 requires approval by the Board of Supervisors (Board). DPH is now presenting the agreement to the Board for retroactive approval to correct the previous oversight.

The Agreement with VolunteerHub is the vendor's contract and includes terms that differ from the standard County contract. The non-standard terms include the following:

1. Governing law is Ohio.
 - The County standard contract requires California governing law.
 - Potential Impact: The Agreement will be interpreted under Ohio law. Any questions, issues or claims arising under this Agreement will require the County to hire outside counsel competent to advise on Ohio law, which may result in fees that exceed the total Agreement amount.
2. Venue is the state and federal courts in Franklin County, Ohio.
 - The County standard contract requires the venue for disputes to be the Superior Court of California, San Bernardino County, San Bernardino District.
 - Potential Impact: Having a venue in Ohio may result in additional expenses, including the cost to retain a licensed attorney in Ohio, should legal action be necessary, that exceeds the amount of the Agreement.
3. VolunteerHub's maximum liability is limited to direct damages incurred by the County and only up to the purchase price indicated in the Agreement. VolunteerHub is not responsible for lost profits, lost revenues, lost business opportunities, or any other type of indirect, incidental, special, exemplary, or consequential damages.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: County Counsel cannot advise on whether and to what extent Ohio law may limit or expand the exclusion of limits to the extent prohibited by applicable law.
4. VolunteerHub disclaims all warranties.
 - There is no warranty requirement in the County standard contract. The County expects its vendors and service providers to fully warrant the products and services provided to the County.
 - Potential Impact: The County's use of the service is solely at its own risk.
5. VolunteerHub requires the County to indemnify, defend, and hold harmless each of the Affiliated Entities from and against any and all claims, liabilities, damages, and/or costs (including, but not limited to, fees, costs and other expenses of attorneys and expert witnesses) arising out of or related to the agreement.
 - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors, or omissions of any person. The standard contract provision for intellectual property indemnity is contractor will indemnify, defend, and hold harmless County and its officers, employees, agents, and volunteers, from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark, or trade secret (Intellectual Property Rights) by any goods or services.

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- Potential Impact: County Counsel cannot advise on whether and to what extent Ohio law may allow the County to require VolunteerHub to defend or indemnify the County absent an express provision in the Agreement.

6. Payment terms are Net 30.

- County standard terms are Net 60 days.
Potential Impact: County standard processing time is 60 days. Failing to pay Net 30 may result in additional fees, penalties, and VolunteerHub seeking other legal remedies.

In the event the County elects to terminate VolunteerHub services, the County will pay for the service and the Agreement will remain in effect through the end of the current Subscription Term billing cycle. Any prepaid fees are non-refundable.

DPH recommends approval of the agreement with VolunteerHub, including non-standard terms, to centralize and streamline AC's volunteers service hours and activities. In addition, the agreement will be retroactive to cover costs incurred from July 17, 2023 due to an administrative oversight. DPH has retrained administrative staff on the requirement to obtain Board approval prior to accepting non-standard terms. This item is being presented at this time, as this is the first available date following the required operational, fiscal, and legal reviews. Approval at this time will not impact DPH's services or activities.

PROCUREMENT

DPH obtained three bids for services as per purchasing guidelines and found VolunteerHub to be the most cost effective and appropriate choice for San Bernardino County.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Daniel Pasek, Deputy County Counsel, 387-5455) on November 8, 2023; Purchasing (Jessica Barajas, Supervising Buyer, 387-2065) on November 29, 2023; Risk Management (Victor Tordesillas, Director, 386-8623) on November 30, 2023; Finance (Iliana Rodriguez, Administrative Analyst, 387-4205) on December 4, 2023; County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on December 4, 2023.

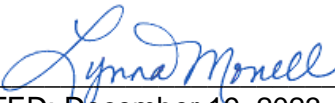
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Col. Paul Cook (Ret.)
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY  _____
DATED: December 19, 2023



cc: PH - Edwards w/agree
Contractor - c/o PH w/agree
File - w/agree
CCM 12/21/2023