

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

August 5, 2025

FROM

BRADLEY GATES, Director, Workforce Development Department

SUBJECT

Revenue Contract with the California Department of Rehabilitation to Provide Workforce Development Career Services

RECOMMENDATION(S)

1. Approve Revenue **Contract No. 25-617**, including non-standard terms, with the California Department of Rehabilitation, in the amount of \$1,429,987, to provide career services to county residents with disabilities, effective upon the California Department of General Services approval through July 31, 2027.
2. Authorize the Director or Assistant Director of the Workforce Development Department to execute, utilizing electronic or original signatures, and submit the following to the California Department of Rehabilitation, subject to review by County Counsel:
 - a. Revenue Contract and any non-substantive amendments thereto to add no-cost services;
 - b. Any other additional supplemental documentation, such as the Unruh Civil Rights Act and the Fair Employment & Housing Act certification, Grant/Contract Signature Authorization, Std 204 - Payee Data Record, and contractor compliance certifications; and
 - c. Notice of termination of the Revenue Contract, in accordance with the termination provisions.
3. Direct the Director or Assistant Director of the Workforce Development Department to transmit the Revenue Contract and any non-substantive amendments to the Revenue Contract or notice of termination, authorized under Recommendation No. 2, to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Bradley Gates, Director, 387-9856)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Create, Maintain and Grow Jobs and Economic Value in the County.

Improve County Government Operations.

Operate in a Fiscally Responsible and Business-Like Manner.

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

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Workforce Development Department (WDD) will be reimbursed up to \$1,429,987 from the California Department of Rehabilitation (DOR) to fund existing staff salaries and benefits, and participant expenses. Approval of the Revenue Contract (Contract) will not have

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an additional impact to the overall budget approved by the Board of Supervisors (Board), as adequate appropriation and revenue has been included in WDD's 2025-26 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

DOR is allocating \$1,429,987 in non-competitive funding to WDD to provide professional work experience employment services for placing people with disabilities into an enhanced paid work experience program named San Bernardino County Works (SBC WORKS). SBC WORKS will focus on two of WDD's sector-based career pathways which includes government sector employment opportunities within San Bernardino County (County) Departments, logistics/transportation, and a promising growth sector in the County, hospitality and tourism.

Pursuant to the proposed Contract with DOR, the County will be reimbursed in an amount up to \$1,429,987. Funding received from DOR pursuant to the Contract will support staffing and activities that build system and staff capacity, build meaningful partnerships, transform service delivery systems, and provide a customer-centered approach.

WDD will focus on providing career development services to a minimum of 100 participants to ensure that participants have the necessary job readiness training, job development, work experience job placement and post-placement services. Participants will also receive wrap around job services through WDD's America's Job Center of California. WDD will also provide participants with additional support services, including resume development, career coaching and other resources to help ensure successful employment after training and help build long-term careers in the County.

Following Board approval, the Contract will be transmitted to the California Department of General Services (DGS) for execution. DGS, as a department of the State of California, provides procurement services to other State departments, including DOR. The Contract becomes effective upon DGS' approval and signature.

The Contract is on the standard DGS template forms and contains non-standard contract terms and omits certain County standard contract terms as follows:

1. The Contract does not require DGS to indemnify the County, as required by County Policies 11-05 and 11-07, including for intellectual property infringement claims.
 - 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.
 - Potential Impact: DGS is not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from DGS' negligent or intentional acts and intellectual property infringement. If the County is sued for any claim, including intellectual property infringement based on its use of DGS' software or services, the County may be solely liable for the costs of defense and damages, which could exceed the total Agreement amount.

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2. The County is required to indemnify the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify the State, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against the State without such limitations and the County could be responsible to defend and reimburse the State for costs, expenses, and damages, which could exceed the total Contract amount.

3. The Contract does not require DGS to meet the County's insurance standards, as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that DGS will be financially responsible for claims that may arise under the Contract, which could result in expenses to the County that exceed the total Contract amount.

WDD recommends approval of the Contract, including non-standard terms, to provide career services to county residents with disabilities.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Sophie A. Curtis, Deputy County Counsel, 387-5455) on July 24, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on June 6, 2025; and County Finance and Administration (Carl Lofton, Finance Analyst, 387-4919) on July 17, 2025.

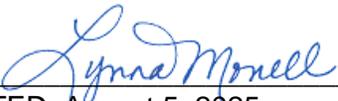
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

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

Lynna Monell, CLERK OF THE BOARD

BY  _____
DATED: August 5, 2025



cc: WDD - Gates w/agree for sign
Contractor - c/o WDD w/agree
File - w/agree
CCM 08/18/2025