

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

November 18, 2025

FROM

LUTHER SNOKE, Chief Executive Officer, County Administrative Office

SUBJECT

Agreement and Terms of Service with Teamwork.com for Project Management Software

RECOMMENDATION(S)

1. Approve Order Form No. 20251020-114039634 (**Contract No. 25-914**), which includes the Terms of Service, with Teamwork Crew Limited dba Teamwork.com, including non-standard terms, for access to Teamwork.com's project management software platform at an annual cost of \$755.88 per license, for a total of \$18,141.12 annually for 24 licenses, effective upon execution and automatically renewing until terminated by either party.
2. Authorize the Chief Communications Officer to electronically execute Order Form No. 20251020-114039634 and two subsequent annual renewals, and accept the Terms of Service referenced in Recommendation No. 1 and any non-substantive updates to the Terms of Service, subject to review by County Counsel, Risk Management and the Innovation and Technology Department, provided the annual cost does not increase by more than 10% of the previous year's cost.
3. Direct the Chief Communications Officer to transmit the executed order form, any subsequent renewals, and printed copies of any subsequent non-substantive updates to the Terms of Service that are electronically accepted to the Clerk of the Board of Supervisors within 30 days of acceptance.

(Presenter: Martha Guzman-Hurtado, Chief Communications Officer, 387-4193)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

FINANCIAL IMPACT

Approval of Order Form No. 20251020-114039634 (Order Form) will not result in the use of additional Discretionary General Funding (Net County Cost). The annual subscription cost for Teamwork Crew Limited dba Teamwork.com (Teamwork) is included in the County Communication's 2025-26 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

The San Bernardino County Communications team provides countywide communication services, including graphic design and multimedia production, to support all County departments. These services are essential for ensuring consistent, high-quality communication and public engagement across the organization. The team manages a high volume of creative and media projects simultaneously, requiring coordination among multiple internal staff and client departments.

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Project tracking is currently supported by an internally developed system managed by the Innovation and Technology Department (ITD). Transitioning to Teamwork offers a more cost-effective and sustainable solution, as ongoing software updates, feature enhancements, and technical support are included in the annual subscription cost. This approach ensures the department continues to benefit from evolving technological advances in project management tools, eliminating the need for additional application development and maintenance expenditures while providing access to the latest capabilities.

The Teamwork project management platform will enable staff to efficiently manage projects, streamline workflows, and enhance team collaboration through tools for task assignment, progress tracking, deadline management, billing, and centralized communication. This platform will increase efficiency, reduce duplication of effort, and ensure that projects are completed on time and within scope. The graphic design and multimedia teams will particularly benefit from Teamwork's ability to manage complex creative workflows, organize project assets, and facilitate real-time collaboration, enhancing productivity, accountability, and transparency while ensuring the timely delivery of high-quality materials and services to County departments.

The Terms of Service (Agreement) with Teamwork is a non-negotiable clickwrap Agreement that is accepted upon purchase and includes Teamwork's standard terms that differ from the standard County contract and omits certain County standard contract terms. The Agreement is governed by the laws of Ireland and the Irish courts. Policy 11-05 requires that all contracts governed by laws outside of the United States must be approved by the Board of Supervisors (Board). The non-standard and missing terms include the following:

1. Teamwork services are provided "As Is" and it does not warrant the services will be error-free, meet the County's requirements, be free from viruses, or comply with cybersecurity requirements.
 - County Policy 11-05 requires a contractor to fully warrant its services and products.
 - Potential Impact: The County's use of the services is solely at its own risk. County Counsel cannot advise on the impacts of the laws of Ireland on the warranty limitation.
2. Teamwork is not responsible for the loss, destruction or disclosure of any of the County data.
 - The County standard contract does not include this term.
 - Potential Impact: The County's use of the services and the risk of loss or disclosure is solely at its own risk. County Counsel cannot advise on the impacts of the laws of Ireland on the limitation.
3. If the County does not pay the applicable fees within 30 days, the County shall pay interest at the "prevailing statutory late interest payment rate."
 - County standard payment terms are Net 60 days with no interest or late payment penalties.
 - Potential Impact: The County's failure to pay any fees on time may result in the County having to pay interest. County Counsel cannot advise on what the statutory late interest payment rate is in Ireland.
4. The fees paid are non-cancellable and non-refundable.
 - The County standard contract gives the County the right to terminate the contract, for any reason, with a 30-day written notice of termination without any obligation other

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than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.

- **Potential Impact:** Should the County decide it no longer wants to use Teamwork during the time period that has been paid, the County will not receive a refund of its fees. County Counsel cannot advise on what the impact of the laws of Ireland are on this Agreement term.

5. The County is required to indemnify Teamwork against all claims suffered or incurred or arising out of any claim brought against Teamwork in connection with the County's use of the services, including for actual or alleged infringement of a third party's intellectual property rights in connection with the use of the County's data or the data the County provides to Teamwork.

- The County standard contract does not include any indemnification or defense by the County of a contractor.
- **Potential Impact:** By agreeing to indemnify Teamwork, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County could be brought against Teamwork and the County could be responsible to defend and reimburse Teamwork. County Counsel cannot advise on, whether and to what extent, the laws of Ireland may limit or expand this indemnification.

6. Teamwork's maximum liability to the County is limited to the total amount of subscription fees paid by the County in the 12 months prior to the date the claim arose.

- The County standard contract does not include a limitation of liability.
- **Potential Impact:** Claims could exceed the liability cap, and the County may be financially liable for the excess amount. County Counsel cannot advise on, whether and to what extent, the laws of Ireland may limit or expand this limitation of liability.

7. The term of the Agreement is automatically renewed unless either party provides notification of termination, in writing, 30 days before the end of the initial term or any renewal term.

- County Policies 11-05 and 11-06SP1 do not permit automatically renewing contracts, except for end user license agreements, software/hardware licenses and subscriptions, master service agreements, or as approved by the Board.
- **Potential Impact:** The Agreement will automatically renew, and the County will need to provide written notice if it no longer wants to utilize Teamwork's services.

8. Teamwork may assign the Agreement with prior written notice to the County, but without the County's approval.

- The County standard contract requires that the County must approve any assignment of the contract.
- **Potential Impact:** Teamwork could assign the Agreement to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension. County Counsel cannot advise on, whether and to what extent, the laws of Ireland may affect this Agreement term.

The County Administrative Office (CAO) recommends approval of the Agreement and Order Form with Teamwork, including non-standard terms, as the platform provides a scalable, cost-effective solution for managing communication projects and creative workflows. Teamwork will streamline coordination of tasks, timelines, and deliverables across the Communications

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Division, allowing staff to efficiently plan, track, and deliver high-quality graphic design, multimedia, and communication materials that support County messaging and public engagement across multiple channels.

The CAO recommends authorizing the County Chief Communications Officer to electronically execute the Order Form and accept the Agreement, two subsequent annual renewals, and any non-substantive updates to the Agreement, provided the annual cost does not increase by more than 10% of the previous year's cost, subject to County Counsel, Risk Management and ITD review, as this Agreement is a clickwrap agreement that requires immediate electronic acceptance in order to access and utilize the platforms. The CAO will bring renewals outside of the authority granted in Recommendation No. 2 to the Board for approval.

PROCUREMENT

Purchasing approves of this non-competitive procurement based on functional specifications. Teamwork's platform uniquely fulfills the operational and business requirements of CAO - Communications by integrating client management, project tracking, time tracking, and billing functions within a single, cloud-based system. Unlike other project management tools, Teamwork provides native functionality for managing client-based projects, tracking billable hours, and generating invoices, capabilities that are essential for accurately accounting for services rendered to County departments. These combined features make Teamwork the only solution that fully meets the project management and billing requirements without the need for additional third-party integrations or custom development.

Comparable systems were reviewed and found to lack integrated client and billing features or require multiple add-ons to achieve equivalent functionality. Therefore, a non-competitive procurement is justified based on Teamwork's ability to meet the County's defined functional and operational requirements within a single, secure platform.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Julie Surber, Principal Assistant County Counsel, 387-5455) on October 16, 2025; Innovation and Technology (Lynn Fyhrlund, Chief Information Officer, 388-5510) on October 17, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on October 20, 2025; Purchasing (Ariel Gill, Supervising Buyer, 387-2070) on October 20, 2025; and County Finance and Administration (Erika Rodarte, Administrative Analyst, 387-4919) on October 29, 2025.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

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

Lynna Monell, CLERK OF THE BOARD

BY 

DATED: November 18, 2025



cc: CAO - Garcia w/agree for sign
Contractor - c/o CAO w/agree
File - w/agree

CCM 11/25/2025