

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

January 28, 2025

**FROM**

**JEANY ZEPEDA, Director, Children and Family Services**

**SUBJECT**

Non-Financial Letter of Agreement for Foster and Kinship Care Education

**RECOMMENDATION(S)**

Approve non-financial Letter of **Agreement No. 25-67**, including non-standard terms, between San Bernardino County, Barstow Community College, Citrus College serving the Chaffey College School District, and San Bernardino Valley College for Foster and Kinship Care Education, for the period of February 1, 2025 through January 31, 2030.

(Presenter: Jeany Zepeda, Director, 387-2792)

**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**

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost) as the Letter of Agreement (LOA) between San Bernardino County, Barstow Community College, Citrus College, serving the Chaffey College School District, and San Bernardino Valley College (Community Colleges) for Foster and Kinship Care Education is non-financial in nature.

**BACKGROUND INFORMATION**

Children and Family Services (CFS) is dedicated to the safety, protection, and permanency of children in San Bernardino County (County) and the promotion of child and family wellbeing. The most effective means of preserving every child's right to be raised in a safe, permanent family is by empowering society's ability to support and strengthen families.

CFS values and depends on collaboration with community agencies and private citizens to protect the County's children. Working within its mission, CFS respects the dignity, integrity, and uniqueness of each family and adheres to the philosophy that intervention and removal is warranted only when children are found to be at substantial risk in their home. Foster care provides a safe home and nurturing environment to children who have been removed from their home because of abuse or neglect. Resource Parents, who are licensed through the CFS resource family approval process, must meet licensing standards set forth by California Department of Social Services Written Directives.

The State of California encourages networking and support for Resource Parents. The recommended LOA with the Community Colleges, will allow collaboration between the Community Colleges and CFS to provide high quality education and training opportunities for

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Resource Parents of children and youth in out-of-home care in the County. Under the terms of the LOA, CFS will attend quarterly Foster and Kinship Care Education Curriculum Advisory Committee meetings to give input in determining training priorities, in addition to collaborating on training plans and encouraging Resource Parents to attend needed training. The Community Colleges will work with CFS to determine their training needs and take them into consideration when developing their educational and training opportunities.

The LOA is required by the Community Colleges and omits certain County standard contract terms, which include the following:

1. The LOA does not require the Community Colleges 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 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 the Community Colleges will be financially responsible for claims that may arise under the LOA, which could result in the County being solely liable for any potential costs of defense and damages.
2. The LOA does not require the Community Colleges to indemnify the County, as required by County Policies 11-05 and 11-07.
  - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the LOA, except where such indemnification is prohibited by law.
  - Potential Impact: The Community Colleges are not required to defend, indemnify, or hold the County harmless from any and all claims, actions, losses, damages, or liability arising out of the LOA. If the County is sued for any claim arising under the LOA, the County may be solely liable for the costs of defense and damages.

CFS recommends approval of the LOA with the Community Colleges, including the non-standard terms, to collaborate in providing high quality education and training opportunities that best meet the County and Resource Parent's needs.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by Human Services Contracts (Patty Steven, Contracts Manager, 388-0241) on December 19, 2024; County Counsel (Daniella V. Hernandez, Deputy County Counsel, 387-5455) on December 26, 2024; Risk Management (Gregory Ustaszewski, Staff Analyst II, 386-9008) on December 30, 2024; Finance (John Hallen, Administrative Analyst, 388-0208) on January 8, 2025; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on January 9, 2025.

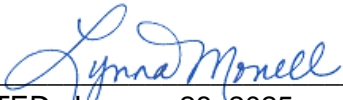
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Record of Action of the Board of Supervisors  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

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

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: January 28, 2025



cc:    CFS - Figueroa w/agree  
      Contractor - c/o CFS w/agree  
      File - w/agree  
MBA   01/29/2025