

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
24-285

SAP Number  
N/A

### Department of Public Health

Department Contract Representative	<u>Michael Shin, DPH Contracts</u>
Telephone Number	<u>(909) 832-0807</u>
Contractor	<u>City of Big Bear Lake</u>
Contractor Representative	<u>Erik Sund</u>
Telephone Number	<u></u>
Contract Term	<u>April 1, 2024 through March 31, 2028</u>
Original Contract Amount	<u>\$120,872.00</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$120,872.00</u>
Cost Center	<u></u>

**IT IS HEREBY AGREED AS FOLLOWS:**

This Contract is made and entered into by and between the City of Big Bear Lake (CITY) and the San Bernardino County Department of Public Health, Environmental Health Services Division, Mosquito and Vector Control Program (County).

**WHEREAS**, the above named parties desire to set forth in writing the specific terms and conditions mutually agreed upon regarding vector control services.

**NOW THEREFORE**, in consideration of the execution of this Contract, the parties mutually agree to the following conditions.

I. SERVICES:

A. Services provided by the County to the CITY, when deemed appropriate by the County to control breeding and proliferation of mosquitoes and other vectors in the CITY, may include, but are not limited to the following:

1. Provide enhanced vector control services within the CITY, to control mosquitoes and other vectors as detailed in Scope of Work (Attachment A), hereby incorporated by this reference.
2. Community education regarding vector-borne disease transmission and prevention.

- 3. Designate a project manager, who shall serve as the primary contact person for matters relating to this Contract.
- B. Services will start after the effective date of this Contract (described in Section XII, TERM). The County will integrate the services described in this section to be provided to the CITY into the services already provided.
- C. During the term of this Contract, the County officers and their deputies shall exercise the same powers and duties, including methods of enforcement, within the jurisdiction of the CITY as are conferred upon such officers by law as County officers. The County officers and their deputies shall enforce all provisions of the County Code relating to those services provided.

II. NOTICE:

All notices, invoices, and payments shall be made in writing to the following:

CITY: City of Big Bear Lake  
 Attention: Erik Sund  
 PO Box 10000  
 Big Bear Lake, CA 92315

COUNTY: Department of Public Health  
 Environmental Health Services  
 Division Chief  
 Mosquito and Vector Control Program  
 385 N. Arrowhead Ave., 2<sup>nd</sup> Floor  
 San Bernardino, CA 92415

III. COMPENSATION:

- A. The maximum amount of payment for the entire term of this Contract shall not exceed \$120,872.00. Both the CITY and the County recognize and agree that the not-to-exceed amount of \$120,872.00 takes into account all of the costs identified herein, including a two percent (2%) annual increase to pesticide, vehicle, and other supply and equipment costs, and an anticipated two percent (2%) increase to salaries based on negotiated labor agreements. If services provided by the County exceed the Fiscal Year amount (determined by the County using the County Fee Schedule in effect at the time of the service) prior to June 30 of each year, the County shall advise The CITY of this finding prior to expending the entire amount. The County will not provide any further services, unless and until, the "not to exceed" amount is amended and approved by both parties per Section VII, "Amendments." Thereafter, the CITY and the County shall negotiate in good faith an amendment to this Contract.
- B. The CITY shall compensate the County for services as set forth in the Scope of Work (Attachment A).
- C. County will invoice The CITY thirty (30) days after each semiannual service period has ended on July 1<sup>st</sup> and June 30<sup>th</sup> during each contract year, for the following amounts:

Fiscal Year	Timeframe	Contract Amount
FY 23/24	April 1, 2024 – June 30, 2024	\$7,064.00
FY 24/25	July 1, 2024 – June 30, 2025	\$29,104.00
FY 25/26	July 1, 2025 – June 30, 2026	\$29,976.00
FY 26/27	July 1, 2026 – June 30, 2027	\$30,876.00
FY 27/28	July 1, 2027 – June 30, 2028	\$23,852.00

	5 Year Total	\$120,872.00
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D. Payment for services shall be by check, payable to "San Bernardino County", and shall be mailed or delivered to the address listed in Section II, "Notice" of this Contract.

IV. DISPUTES:

The parties agree to attempt to resolve any disputes arising out of this Contract informally and in good faith. Each Party reserves the right to suspend work or terminate this Contract (as indicated in Section XI, "Termination" of this Contract) in the event a dispute is not satisfactorily resolved.

V. APPLICABLE LAW:

Both County and the CITY agree and acknowledge that this Contract shall be construed and interpreted and enforced in accordance with the laws of the State of California.

VI. VENUE:

The parties acknowledge that this Contract entered into in San Bernardino County, and the jurisdiction and venue for any action or claim brought by any party to this Contract will be the Superior Court of the State of California, County of San Bernardino – Central District. All parties hereby waive any law or rule of court, which would allow them to request or demand a change of venue. If any third party brings any action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino – Central District.

VII. AMENDMENTS:

All amendments to this Contract, including any exhibits, shall be in writing and signed by the authorized representative(s) of the CITY and the Board of Supervisors for the County.

VIII. ATTORNEYS FEES AND COSTS:

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Contract.

IX. INDEMNIFICATION:

The CITY agrees to indemnify, defend (with counsel reasonably approved by County) 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 this Contract from any cause whatsoever, including any costs or expenses incurred by the County, except as prohibited by law.

San Bernardino County agrees to defend, indemnify and hold harmless the CITY, its officers, employees, agents and volunteers from any and all claims, losses, actions, damages and/or liability arising out of this contract from any cause whatsoever, including any costs or expenses incurred by the CITY, except as prohibited by law.

In the event that the County and/or the CITY are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Contract, the County and/or the CITY shall indemnify the other to the extent of its comparative fault.

X. INSURANCE:

The County and the CITY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their

respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.

Waiver of Subrogation Rights – The CITY shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CITY and CITY's employees or agents from waiving the right of subrogation prior to a loss or claim. The CITY hereby waives all rights of subrogation against the County.

The County shall require the carriers of required coverages to waive all rights of subrogation against the CITY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CITY and CITY'S employees or agents from waiving the right of subrogation prior to loss or claim. The County hereby waives all rights of subrogation against the CITY.

XI. TERMINATION:

The County and the CITY may terminate this Contract immediately should either the County or the CITY fail to comply with any and all provisions, covenants, requirements or conditions of this Contract after being informed of the noncompliance in writing and afforded a reasonable period of time within which to cure the breach.

In addition, the County or the CITY may terminate this Contract without cause by serving a written notice on the other party thirty (30) days in advance of termination. The Department of Public Health Director or their designee is authorized to exercise the County's rights with respect to any termination of this Contract.

In the event of termination, the County shall be entitled to receive and/or keep from the CITY, payment for services rendered through the date of termination.

XII. TERM:

A. This Contract shall be effective April 1, 2024 through March 31, 2026, but may be terminated earlier in accordance with provisions of Section XI, "Termination" of this Contract.

B. Termination notices to the County, pursuant to Section XI, "Termination" of this Contract, shall be sent to the Public Health Director at the following address:

Public Health  
Environmental Health Services  
Division Chief  
385 N. Arrowhead Ave., 2nd Floor  
San Bernardino, CA 92415-0160

C. Termination notice to the City of Big Bear, pursuant to Section XI of this Contract, shall be sent to the CITY at the following address:

City of Big Bear Lake  
Attn: Erik Sund  
PO Box 10000  
Big Bear Lake, CA 92315

XIII. CHANGE OF ADDRESS:

The CITY and County shall notify the other party, in writing, of any change in mailing address within ten (10) business days of the change.

XIV. CONTRACT ASSIGNABILITY:

This Contract is not assignable by the CITY either in whole or in part, without the prior written consent of the County.

XV. IMPROPER CONSIDERATION:

The CITY shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The CITY shall immediately report any attempt by a County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from the CITY. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

XVI. INACCURACIES OR MISREPRESENTATIONS:

If in the course of the administration of this Contract, the County determines that the CITY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

XVII. EMPLOYMENT OF FORMER COUNTY OFFICIALS:

The CITY agrees to provide or has already provided information on former San Bernardino County administrative officials, as defined below, who are employed by or represent the CITY. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the County. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

XVIII. REPORTING:

When requested, but no more than once quarterly during the term of the Contract, the County shall provide to the CITY a written narrative report summarizing the services provided under this Contract.

XIX. CONCLUSION:

This Contract, consisting of six (6) pages and Attachment A, is the full and complete document describing services to be rendered by the CITY to County, including all covenants, conditions, and benefits.

The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or

other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and the CITY has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors  
MAR 26 2024

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy

By *Jenniffer*



City of Big Bear Lake  
(Print or type name of corporation, company, contractor, etc.)

By ► *Erik Sund*  
(Authorized signature - sign in blue ink)

Name Erik Sund  
(Print or type name of person signing contract)

Title City Manager  
(Print or Type)

Dated: Mar 14, 2024

Address PO Box 10000  
Big Bear Lake, CA 92315

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► *Adam Ebright*  
Adam Ebright, Deputy County Counsel  
Date 15/03/2024

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► *Joshua Dugas*  
Joshua Dugas, Director  
Date 15/03/2024

## SCOPE OF SERVICES

### SCOPE OF WORK

#### Vector Control Service

The San Bernardino County Mosquito and Vector Control Program (COUNTY) will provide comprehensive surveillance and control of mosquito and other vector populations to City of Big Bear (CITY) as outlined in the Contract and as provided in this Attachment.

The urbanized nature of the CITY, high volume of travelers through and around the CITY, and local weather patterns provide a habitat that is conducive to support vector breeding life cycles, which increases the health risk of vector-borne disease and nuisance conditions.

Services provided will focus on disease transmitting vectors, nuisance causing vectors, and vectors that have the potential to affect public safety. The purpose of these services is to protect public health and preserve quality of life for residents, visitors, and investors. These services include monitoring and controlling of mosquitoes, rodents, ticks, fleas, cockroaches, bed bugs, Africanized honeybees, and other animals or pests of public health importance or those that create nuisance conditions. COUNTY Services will also provide educational information regarding the control and prevention of vectors and the diseases associated with them.

COUNTY has a pro-active mosquito control program. The main focus of the program is the control of mosquitoes while in the larval stage. COUNTY staff identify, monitor, and eliminate mosquito larval production sites. Physical abatement of the breeding site is the primary method to eliminate larval breeding. Treatment is an option where physical abatement is not possible. California and Federal Environmental Protection Agency approved materials are used. Mosquito fish, which are provided to residents free of charge, are a treatment method for appropriate habitats as well. Adult mosquito populations are monitored to determine potential health threats and nuisance problems.

Adult mosquito abatement is based on monitoring results. Adulticides are sprayed only when nuisance mosquito populations rise above thresholds that pose a significant public health risk. COUNTY maintains an active surveillance program for mosquito-borne diseases. This requires the trapping of mosquitoes for disease analysis, abundance, and identification. This information is used to assess risk and take appropriate actions.

COUNTY also maintains a surveillance program for rodent-borne diseases, as needed. This requires the trapping of rodents to determine abundance in a given area and to obtain serological material and collect fleas. The serological material and fleas will be analyzed for various disease indicators. Risk assessments for plague, Hantavirus and other rodent-borne diseases will be made and actions taken based on this information.

The vector control services described above are intended to reduce the risk of vector-borne diseases and the potential risk caused by other nuisance pests. Resources used will routinely be evaluated and reallocated to best protect public health and maintain quality of life.

COUNTY has continually responded to the emergence of new species and disease threats in San Bernardino County communities. Africanized honeybees arrived in the County in 1994, West Nile Virus arrived in 2004, and *Aedes aegypti* mosquitoes, with the potential to transmit Zika virus and other diseases, arrived in 2015. COUNTY will collaborate with the CITY to ensure public health, safety, and nuisance issues are addressed as effectively as possible as conditions change.

Specifically, COUNTY will provide the following services:

1. Respond to routine service requests from affected parties within the CITY related to vector control issues.
2. Address vector and nuisance pest activity on private property using an educational and consultation approach and use enforcement action only when needed.
3. Inspect potential vector breeding places to determine presence of vectors and action steps to be taken.
4. Abate and control vector breeding to protect public health or to mitigate nuisance conditions, using educational, physical, biological, and chemical control methods.
5. Survey, trap, identify, and test vectors.
6. Participate in CITY meetings, community meetings and local events to educate and address vector and nuisance pest issues upon request and when needed.
7. Control adult mosquito population as appropriate in specified target areas. Twenty-four (24) hour notification will be provided to the CITY and residents of the target area when adult mosquito control is performed by truck mounted sprayers.