



Contract Number

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>San Bernardino Valley Water Conservation District</u>
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Contractor Representative	<u>Betsy Miller</u>
Telephone Number	<u>(909) 793-2503</u>

Contract Term	<u>July 1, 2024 through June 30, 2029</u>
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Original Contract Amount	<u>\$266,370.00</u>
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Amendment Amount	<u>\$0</u>
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Total Contract Amount	<u>\$266,370.00</u>
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Cost Center	<u>_____</u>
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IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into by and between the San Bernardino Valley Water Conservation District (DISTRICT) 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 DISTRICT, when deemed appropriate by the County to control breeding and proliferation of mosquitoes and other vectors in the DISTRICT, may include, but are not limited to the following:

1. Provide enhanced vector control services within the DISTRICT, 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 DISTRICT 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 DISTRICT 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:

DISTRICT: San Bernardino Valley Water Conservation District
 Attention: Daniel Cozad
 1630 W. Redlands Blvd., Ste. A
 Redlands, CA 92373

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

III. COMPENSATION:

- A. The maximum amount of payment for the entire term of this Contract shall not exceed \$266,370.00. Both the DISTRICT and the County recognize and agree that the not-to-exceed amount of \$266,370.00 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 DISTRICT 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 DISTRICT and the County shall negotiate in good faith an amendment to this Contract.
- B. The DISTRICT shall compensate the County for services as set forth in the Scope of Work (Attachment A).
- C. County will invoice the DISTRICT thirty (30) days after each semiannual service period has ended on July 1st and June 30th during each contract year, for the following amounts:

FLOOD CONTROL		PE 5407		
FA0034594	OW0035233	FEBRUARY	AUGUST	TOTAL
FY 24/25	July 1, 2024 – June 30, 2025	\$25,086.00	\$25,086.00	\$50,172.00
FY 24/25	July 1, 2025 – June 30, 2026	\$25,839.00	\$25,839.00	\$51,678.00
FY 25/26	July 1, 2026 – June 30, 2027	\$26,614.00	\$26,614.00	\$53,228.00

FY 26/27	July 1, 2027 – June 30, 2028	\$27,412.00	\$27,412.00	\$54,824.00
FY 27/28	July 1, 2028 – June 30, 2029	\$28,234.00	\$28,234.00	\$56,468.00
			5-Year Total	\$266,370.00

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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT, 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 DISTRICT, except as prohibited by law.

In the event that the County and/or the DISTRICT 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 DISTRICT shall indemnify the other to the extent of its comparative fault.

X. INSURANCE:

The County and the DISTRICT 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 DISTRICT 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 DISTRICT and DISTRICT's employees or agents from waiving the right of subrogation prior to a loss or claim. The DISTRICT 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 DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the DISTRICT and DISTRICT'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 DISTRICT.

XI. TERMINATION:

The County and the DISTRICT may terminate this Contract immediately should either the County or the DISTRICT 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 DISTRICT 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 DISTRICT, payment for services rendered through the date of termination.

XII. TERM:

A. This Contract shall be effective June 25, 2024 through June 24, 2029, 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 DISTRICT, pursuant to Section XI of this Contract, shall be sent to the DISTRICT at the following address:

San Bernardino Valley Water Conservation District
Attn: Daniel Cozad
1630 W. Redlands Blvd., Ste. A
Redlands, CA 92373

XIII. CHANGE OF ADDRESS:

The DISTRICT 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 DISTRICT either in whole or in part, without the prior written consent of the County.

XV. IMPROPER CONSIDERATION:

The DISTRICT 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 DISTRICT shall immediately report any attempt by a County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from the DISTRICT. 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 a 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 DISTRICT 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 DISTRICT 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 DISTRICT. 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 DISTRICT 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 DISTRICT 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 DISTRICT has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

San Bernardino Valley Water Conservation District

(Print or type name of corporation, company, contractor, etc.)

►

 Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

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

Name Betsy Miller
(Print or type name of person signing contract)

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

Title General Manager
(Print or Type)

By _____
 Deputy

Dated: _____

Address 1630 W. Redlands Blvd., Ste. A
Redlands, CA 92373

FOR COUNTY USE ONLY

Approved as to Legal Form ► _____ Adam Ebright, Deputy County Counsel Date _____	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ► _____ Joshua Dugas, Director Date _____
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SCOPE OF SERVICES

Vector Control Service

San Bernardino County Mosquito and Vector Control Program (SBCMVCP) staff will provide comprehensive surveillance and control of midge fly, blackfly and mosquito populations at the San Bernardino Valley Water Conservation District as outlined in the contract.

The midge fly, blackfly and mosquito abatement services will target both larval and adult populations. The service will require site visits and application of larvicides, as needed, to abate midge flies, blackflies and mosquitoes. When adult populations of these vectors rise above thresholds that pose risk to public health or cause nuisance conditions, adulticides will be used to reduce their populations. Similar action will be necessary when SBCMVCP surveillance indicates presence of West Nile virus, Saint Louis Encephalitis, Western Equine Encephalomyelitis, or other vector-borne diseases.

Larval abatement is anticipated to be required to achieve control March through October. Adulticiding of midge flies, blackflies and mosquitoes may periodically be needed to control these adult vectors.

Specifically, SBCMVCP will provide the following services:

- 1) Larval monitoring and control of midge flies, black flies and mosquitoes throughout the service area will be done as necessary.
- 2) Adulticiding adult midge flies, blackflies and mosquitoes when populations have increased to nuisance levels. A peak of mosquito activity occurs in early summer through early fall, and that of blackflies occurs in spring and fall.
- 3) Surveillance and disease testing to determine abundance and presence of vector species and vector-borne diseases.