

CONSULTANT AGREEMENT

This CONSULTANT AGREEMENT (“Agreement”) is entered into as of September ___, 2025 (“Effective Date”), by Bear Valley Community Healthcare District, a public entity (“District”), and ___, a (California corporation, LLC, LP, GP, sole proprietor/individual), (“Consultant”).

RECITALS

- A. The District, a health care district duly organized and validly existing under the laws of the Local Health Care District Law, Health & Safety Code section 32000, et seq., is undertaking a project to comply with SB 1953 seismic requirements (the “Project”).
- B. The District issued an RFP on August 11, 2025, and after a submittal period of ___ days received ___ timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the Consultant that best meets the District’s needs.
- C. Consultant is specially trained, experienced, and competent to perform the services that will be required by this Agreement.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and Consultant agree as follows.

AGREEMENT

1. SERVICES TO BE PERFORMED

Consultant agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit ___. Consultant acknowledges that the work plan included in Exhibit ___ is tentative and does not commit the District to request Consultant to perform all tasks included therein.

2. COMPENSATION TO CONSULTANT

2.1. Each month Consultant shall submit to the District an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit ___ and incorporated herein by this reference. The total compensation for this Agreement shall not exceed ___ Dollars (\$___), unless expressly agreed to in a writing signed by the District. District-authorized extra work shall be paid on a Time and Material basis as set forth in Exhibit ___.

2.2. Reimbursable expenses are in addition to compensation for Consultant’s services and include expenses incurred directly related to the Project. Expenses in excess of \$1,000.00 per item or \$5,000 aggregated per invoice require District’s prior approval.

3. TERM

The term of this Agreement shall commence on _____, and shall terminate upon completion of Consultant's services hereunder, unless terminated earlier as set forth herein.

4. TIME IS OF THE ESSENCE

Consultant and the District agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE

5.1. Consultant shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement.

5.2. Consultant further represents that all of its employees and sub-consultants shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Consultant further represents that it (and its employees and sub-consultants) has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform (at its own cost and expense and without reimbursement from the District) any services necessary to correct errors or omissions that are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the District) shall be promptly removed by the Consultant and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES

Consultant hereby declares that Consultant is engaged as an independent business and Consultant agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Consultant, except to the extent they are limited by statute, rule, or regulation, and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by the District to its employees, including but not limited to unemployment insurance, workers' compensation, or vacation and sick leave, are available from the District to Consultant, its employees, or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Consultant. Payments of the above items, if required, are the responsibility of Consultant. Any personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control.

7. NON-DISCRIMINATION

Consistent with District policy and state and federal law that harassment and discrimination are unacceptable conduct, Consultant and its employees, contractors, and agents shall not harass or

discriminate against any job applicant, employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sex, gender, age, sexual orientation, pregnancy, political affiliation, or military and veteran status. Consultant agrees that any violation of this provision shall constitute a material breach of this Agreement.

8. HOLD HARMLESS

8.1. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to the District), and hold harmless the District, its directors, officers, employees, and agents (“Indemnitees”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney’s fees and costs of litigation (“Claims”), arising from or in any manner connected to Consultant’s performance of its obligations under this Agreement or out of the operations conducted by Consultant even if the District is found to have been negligent. If the Claims filed against Indemnitees alleges negligence, recklessness, or willful misconduct on the part of Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness, or willful misconduct is not found on the part of Consultant. Consultant shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the District. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8.2. As to Claims for professional liability only, Consultant’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8. Consultant’s obligation to indemnify, defend, and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

9. INSURANCE

9.1. On or before the commencement of the terms of this Agreement, Consultant shall furnish the District’s Project Manager with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage in compliance with Sections 10.b.(1) through (5). The Certificate Holder should be Bear Valley Community Healthcare District. Such certificates, which do not limit Consultant’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to Bear Valley Community Healthcare District. Attention: Project Manager.”

Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB, unless otherwise acceptable to the District. Consultant shall deliver updated insurance certificates to the District at

the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the District, its directors, officers, employees, and agents as additional insured shall be submitted with the insurance certificates.

9.2. Consultant shall maintain insurance coverage and limits at least as broad as:

9.2.1. Workers' Compensation: Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

9.2.2. Liability: Commercial general liability coverage for bodily injury and property damage in the following minimum limits: \$1,000,000 per occurrence, \$3,000,000 aggregate.

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Consultant shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the District, its directors, officers, employees, and agents is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

9.2.3. Automotive: Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the District, its directors, officers, employees, and agents is required.

8.2.4. Professional Liability: Professional liability insurance which includes coverage appropriate for the professional acts, errors, and omissions of Consultant's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data, and/or information "property" of the District in the care, custody, or control of Consultant. If not covered under Consultant's liability policy, such "property" coverage of the District may be endorsed onto Consultant's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data, and/or

information “property” of the District that will be in the care, custody, or control of Consultant.

9.2.5. Cyber Liability: Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the District.

9.3. Consultant hereby agrees to waive rights of subrogation that any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the District has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by Consultant, its employees, agents and subconsultants.

9.4. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, the District shall be permitted to obtain such insurance in Consultant’s name or as an agent of Consultant, and shall be compensated by Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

9.5. The District, its directors, officers, employees, and agents shall be named as additional insured(s) under all insurance coverages, except workers’ compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Consultant’s policy shall be primary and non-contributory and will not seek contribution from the District’s insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional

insured(s).

9.6. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Consultant are exhausted. If Consultant is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.

10. CONFLICT OF INTEREST

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

11. PROHIBITION AGAINST TRANSFERS

11.1. Consultant shall not assign, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the District. Consultant shall submit a written request for consent to transfer to the District at least thirty (30) days in advance of the desired transfer. The District may consent or reject such request in its sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

11.2. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent that results in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Consultant.

12. APPROVAL OF SUB-CONSULTANTS

12.1. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Consultant wishes to use subconsultants, at no additional costs to the District, then Consultant shall submit a written request for consent to add subconsultants, including the names of the subconsultants and the reasons for the request, to the District Project Manager at least five (5) days in advance. The District may consent or reject such requests in its sole and absolute discretion.

12.2. Each subconsultant shall be required to furnish proof of workers’ compensation insurance, and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Consultant.

12.3. In addition, any tasks or services performed by sub-Consultants shall be subject to each provision of this Agreement. Consultant shall include the following language in their agreement with any sub-Consultant: "Subconsultants hired by Consultant agree to be bound to Consultant and the District in the same manner and to the same extent as Consultant is bound to the District."

12.4. The requirements in this Section 12 shall not apply to persons who are merely providing materials, supplies, data, or information that Consultant then analyzes and incorporates into its work product.

13. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates, and licenses, including a business license that may be required in connection with the performance of the services and tasks hereunder.

14. REPORTS

14.1. Each report, draft, work product, map, record, and other document produced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the District.

14.2. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval of the District.

14.3. Consultant shall, at such time and in such form as District's Project Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

15. RECORDS

15.1. Consultant shall maintain complete and accurate records with respect to the services, tasks, work, documents, and data in sufficient detail to permit an evaluation of Consultant's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts, and other such information required by the District that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

15.2. The District has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Consultant for a period of three (3) years after receipt of final payment.

16. NOTICES

All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective

address listed in this Section. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and District holidays excepted).

Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address. All notices, demands, requests, or approvals shall be addressed as follows:

To District:

Bear Valley Community Healthcare District
Attn: New Hospital Project Manager
41870 Garstin Dr.
Big Bear Lake, CA 92315

To Consultant:

17. TERMINATION

17.1. In the event either party fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within three (3) business days after receipt by of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting may thereafter immediately terminate the Agreement forthwith by giving written notice thereof.

17.2. The foregoing notwithstanding, the District shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein.

17.3. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 17.3. shall survive the expiration or early termination of this Agreement.

17.4. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Consultant shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of Consultant's services. If the District suspends the Project for more than one (1) year, Consultant may terminate this Agreement by giving written notice to District.

18. ATTORNEYS' FEES

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's

fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

19. COMPLIANCE WITH ALL APPLICABLE LAWS

Consultant shall comply with all applicable federal and state laws, rules, and regulations applicable to this Agreement and the services provided hereunder. Consultant shall defend, indemnify, and hold District (including its directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

20. CONFLICT OF LAW

This Agreement shall be interpreted under and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of San Bernardino, State of California.

21. WAIVER

A waiver of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

22. INTEGRATED CONTRACT

The Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the District and Consultant.

23. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. District, upon Consultant's request, shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold the District (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

24. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE

24.1. No Consultant or subconsultant may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/PublicWorks.html>

24.2. All Consultants and subconsultants must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/PublicWorks.html>

24.3. Consultant is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

24.4. In executing this Agreement, Consultant acknowledges and agrees that the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

26. SIGNATORY

By signing this Agreement, each signatory warrants and represents that they executed this Agreement in their authorized capacity, and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

27. CONTROLLING AGREEMENT

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

Bear Valley Community Healthcare District

By _____
Evan Rayner, Chief Executive Officer

[consultant]

By _____
[name, title]

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