



Town of Mammoth Lakes

P.O. Box 1609, Mammoth Lakes, CA, 93546

(760) 965-3600

www.townofmammothlakes.ca.gov

July 2, 2025

Lorinda Beatty, Secretary to the Board
Mammoth Lakes Mosquito Abatement District
PO Box 1943
Mammoth Lakes, CA 93546

Re: Letter Agreement for Mosquito Abatement Services

Dear Lorinda:

PARTIES: This letter shall be our agreement ("Letter Agreement") regarding mosquito abatement services described below ("Services") to be provided by Mammoth Lakes Mosquito Abatement District, a Special District ("MLMAD") to the Town of Mammoth Lakes ("Town"). MLMAD is retained as an independent contractor and is not an employee of the Town.

SERVICES; SCHEDULE OF PERFORMANCE: MLMAD will provide mosquito abatement services within its current service area, as well as providing services to surrounding peripheral areas within the Town that will offer a general benefit to the Town. Contractor will provide Services within the Town, but outside of the MLMAD, when requested to do so by the request of the Town. Otherwise, Contractor shall provide Services outside of the MLMAD but within the Town when Contractor deems such Services to be necessary.

MLMAD shall provide an annual report to be presented at a Town Council meeting, for the purpose of educating the community on MLMAD efforts and provide an opportunity for the Town Council to address any questions they have on the program. MLMAD shall also post weekly summaries of Services provided by Contractor on its website during the time period when work is occurring.

TERM. The term of this Agreement shall be from **July 1, 2025** to **June 30, 2030**, unless earlier terminated as provided herein. Consultant shall meet any other established schedules and deadlines.

The Town and MLMAD may agree in writing, in their respective sole discretion, to extend this Agreement on a year-by-year basis, with a cap of a 2% annual increase in the compensation provided hereunder, provided the Town has adequate funding available to extend this Agreement.

STANDARD OF CARE: MLMAD shall perform all Services under this Letter Agreement in a skillful and competent manner, and consistent with all applicable laws.

COMPENSATION: Compensation for the above services shall be an annual lump sum payment, to be paid according to the following schedule:

FY 25/26 (payment to be made within thirty days of the execution of the Agreement): \$30,000

July 2026: \$35,000

July 2027: \$40,000

July 2028: \$45,000

July 2029: \$50,000

The annual payment for each year from 2026 to 2029 shall be made by August 1 of each year.

INSURANCE: MLMAD shall provide proof of general liability and automobile self-insurance to the Town in amounts and with policies, endorsements and conditions acceptable to the Town. If MLMAD is an employer or otherwise hires one or more employees during the term of this Project, MLMAD shall also provide proof of workers' compensation coverage for such employees, which meets all requirements of state law. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of MLMAD, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of MLMAD's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of MLMAD's insurance and shall not be called upon to contribute with it in any way. If MLMAD maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by MLMAD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

TERMINATION: The Town may terminate this Letter Agreement at any time with or without cause. If the Town finds it necessary to terminate this Letter Agreement without cause prior to the expiration of this Letter Agreement, MLMAD shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter Agreement by providing the Town with written notice of termination at least 90 days in advance of termination of this Letter Agreement. Contractor shall be entitled to be paid in full for those services adequately completed prior to the notification of termination.

INDEMNIFICATION: To the fullest extent permitted by law, MLMAD shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of MLMAD, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the MLMAD's Services or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. MLMAD's obligation to indemnify shall survive expiration or

termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials, officers, employees, agents, or volunteers.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: MLMAD shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements. By executing this Letter Agreement, MLMAD verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens. MLMAD shall maintain records of its compliance, including its verification of each employee, and shall make them available to the Town or its representatives for inspection and copy at any time during normal business hours. To the same extent and under the same conditions as MLMAD, MLMAD shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. By its signature hereunder, MLMAD certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services. Finally, MLMAD represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, MLMAD shall indemnify Town against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEY'S FEES: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Mono County, State of California. MLMAD must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Town. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by MLMAD. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, MLMAD shall be barred from bringing and maintaining a valid lawsuit against the Town. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Letter Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

ASSIGNMENT; AMENDMENT: MLMAD shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. An original, executed copy is enclosed for your records.

TOWN OF MAMMOTH LAKES

Approved by:

Attest:

Robert Patterson
Town Manager

Jamie Gray
Town Clerk

CONTRACTOR

Reviewed and Accepted by MLMAD

Signature

Steve Ganong
Board Chair

Date

Attachment 1: Service Area Map

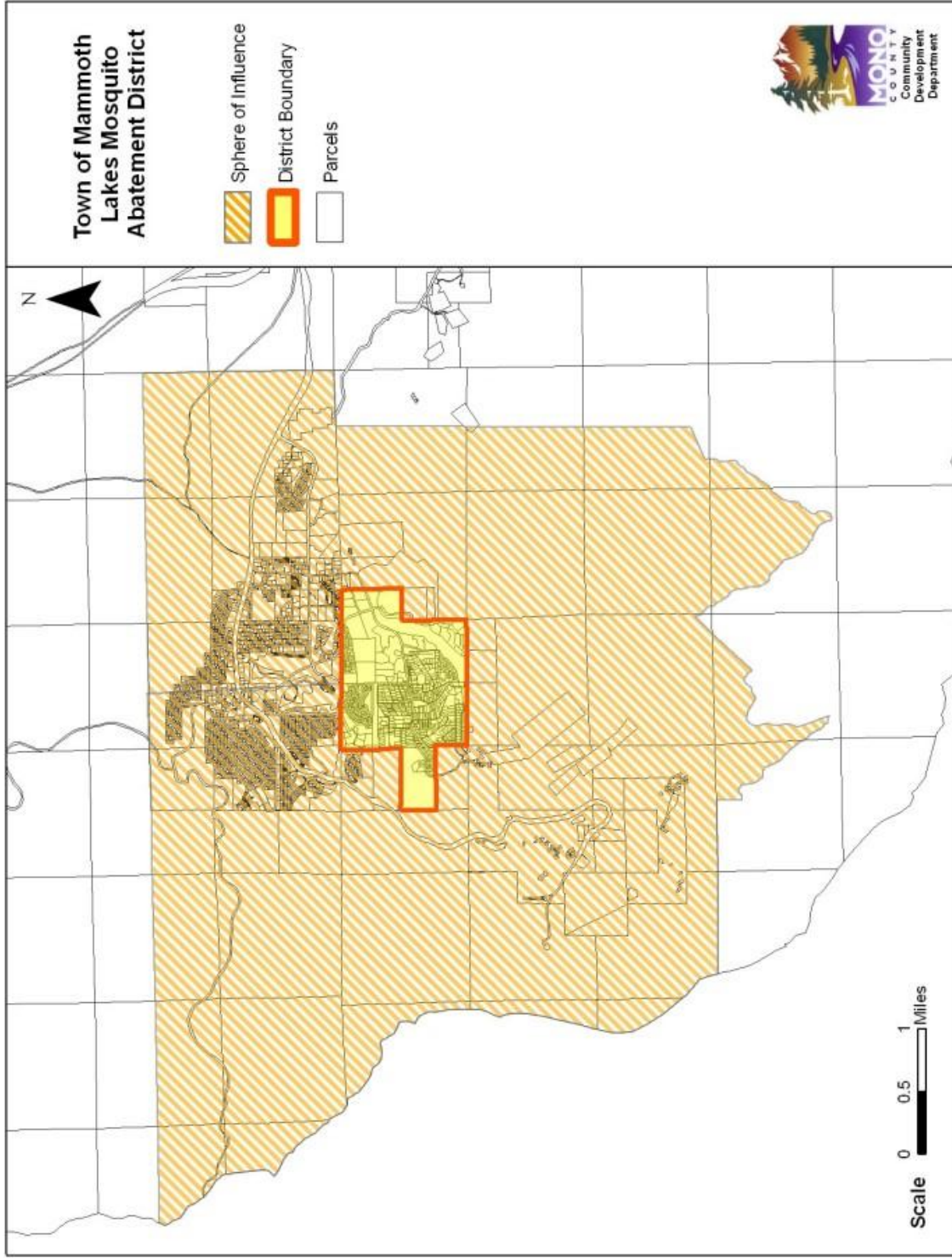


Figure 6 - Mammoth Lakes Mosquito Abatement District Sphere of Influence Boundaries