

**MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT
SPECIAL BOARD MEETING**

WEDNESDAY, DECEMBER 6, 2023

11 AM

SNOW CREEK ATHLETIC CLUB

51 CLUB DRIVE, MAMMOTH LAKES, CA 93546

Members of the public will have the opportunity to directly address the Board of Directors concerning any item listed on the agenda below before or during consideration of that item. In order to better accommodate members of the public, specific times for Agenda Items will be heard at the specified time or soon thereafter. Agenda Items without specific times may be rearranged to accommodate the Board's schedule. All public comments will be limited by the President of the Board to a speaking time of five minutes.

AGENDA

1. Call the meeting to order
2. Roll Call
3. Public Comment – the public may speak on any item not appearing on the agenda.
4. Approve the Meeting Minutes of the September 6, 2023
5. Fiscal Year 2023-2024 Budget Adjustments and Approval
6. Financial Report Fiscal year 2023-2024 to November 30, 2023
7. Board Vacancy
8. Commissioner Stipend
9. Commissioner Identification Badges
10. Owens Valley Mosquito Abatement Program Update
11. Snow Creek VIII LAFCO Annexation Update
12. Disbursements
13. Unfinished Business from Prior Meetings
14. Business Initiated by Board Members or Secretary of the Board
15. Set Next Meeting Date
16. Adjournment

Documents and materials relating to an open session agenda item that are provided to the Board of Directors less than 24 hours prior to a special meeting will be available for public inspection and copying, by arrangement, by calling the District Secretary or online at <https://monocounty.ca.gov/mlmad>

**MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
SNOW CREEK ATHLETIC CLUB
51 CLUB DRIVE, MAMMOTH LAKES CALIFORNIA
AND
ZOOM**

SEPTEMBER 6, 2023, 1 PM

MINUTES

ROLL CALL: Steve Ganong called the meeting to order at 1:06 p.m.

Board Members Present:	Steve Ganong, Dan Schaller, Jeff Boucher and Lyle Koegler
Board Members Absent:	Board Vacancy
Staff:	Lorinda Beatty
Guests:	Rob Miller – OVMAD, Greg James Legal Counsel

AB2449 EMERGENCY EXCEPTION: Mr. Boucher attended via Zoom due to travel regarding the care of his aging parents; no one over the age of 18 was present with Mr. Boucher during the meeting. It was a consensus of the Board to allow Mr. Boucher to participate remotely under the AB2449 Emergency Exception. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

PUBLIC COMMENT – None

APPROVE MINUTES – Mr. James noted that his name was incorrect on the minutes. Steve Ganong made a motion to approve the March 8, 2023 Regular Board Meeting Minutes with noted correction to the name of Mr. Greg James. Lyle Koegler seconded the motion. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

FINANCIAL REPORT FISCAL YEAR 2022-2023 – Lyle Koegler motioned to accept the Fiscal Year 2022-2023 Financial Report as presented, Melissa Simmons seconded the motion. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

FISCAL YEAR 2023-2024 PRELIMINARY BUDGET- Steve Ganong motioned to accept the Fiscal Year 2023-2024 Preliminary Budget, Lyle Koegler seconded the motion. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

FINANCIAL REPORT FISCAL YEAR 2023-2024 TO AUGUST 31, 2023 – Lyle Koegler motioned to accept the Financial Report Fiscal Year 2023-2024 to August 31, 2023, Steve Ganong seconded the motion. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

BOARD VACANCY – Mr. Ganong reported that Mr. Dave Smith has expressed an interest in becoming a Board member, but the County has not yet received his application. Mr. Ganong asked the Board to continue recruitment for a person to fill the vacancy.

CONTRACT OWEN’S VALLEY MOSQUITO ABATEMENT PROGRAM JULY 1, 2023
The signed contract was presented to the Board for their record. No other action was taken.

COMMISSIONER STIPEND – Ms. Beatty advised the Board that she has asked County Counsel to assist

with this project. Ms. Beatty stated that there are no records regarding this topic available, but she will continue to look and work on the project.

COMMISSIONER IDENTIFICATION BADGES - Mr. Ganong stated that he feels the commissioner's should have identification as commissioners for the District. The Board directed Ms. Beatty to look into the matter.

CONTRACT – LORINDA BEATTY SECRETARIAL SERVICES: Ms. Beatty presented her contract for services noting the changes from the last fiscal year's contract are as follows: representative fiscal year, budget increase and rate increase.

CONTRACT OWEN'S VALLEY MOSQUITO ABATEMENT PROGRAM JULY 1, 2023

The signed contract was presented to the Board for their record. No other action was taken.

OWEN'S VALLEY MOSQUITO ABATEMENT PROGRAM UPDATE – Mr. Rob Miller provided his most recent report and advised that Mammoth Lakes had a record-breaking year. Ms. Beatty advised that the reports are posted to the website and distributed to other Boards.

SNOW CREEK VIII LAFCO ANNEXATION - Mr. James advised that he is waiting to hear from the Town of Mammoth Lakes regarding the auxiliary funding. Mr. James will also follow up with County Counsel regarding the areas within the District that are not providing property tax revenue.

DISBURSEMENTS – Melissa Simmons motioned to accept the disbursements as presented, Lyle Koegler seconded the motion. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

UNFINISHED BUSINESS FROM PRIOR MEETINGS - None

BUSINESS INITATED BY BOARD MEMBERS OR SECRETARY OF THE BOARD - None

SET NEXT MEETING DATE – TBA possibly early December.

CLOSED SESSION – Conference with Legal Counsel – Anticipated Litigation, Significant Exposure to Litigation pursuant to §54956.9(b) One Potential Case.

Steve Ganong motioned to adjourn the meeting into closed session, Jeff Boucher seconded the motion at 2:11 p.m. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

Lyle Koegler motioned to adjourn the meeting into open session, Jeff Boucher seconded the motion at 2:22 p.m. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

Legal Counsel announced that no action was taken during the closed session.

ADJOURN THE MEETING – Steve Ganong made a motion to adjourn the September 6, 2023 regular meeting at 2:22 p.m. Seconded by Melissa Simmons. Steve Ganong, Jeff Boucher, Lyle Koegler and Melissa Simmons all voted yes. One vacancy.

The meeting was adjourned at 2:22 p.m.

11:46 AM

12/04/23

Accrual Basis

Mammoth Lakes Mosquito Abatement District

Balance Sheet

As of November 30, 2023

	Nov 30, 23
ASSETS	
Current Assets	
Checking/Savings	
Mono County GL	188,013.66
Total Checking/Savings	188,013.66
Total Current Assets	188,013.66
TOTAL ASSETS	188,013.66
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	153,783.75
Retained Earnings	62,236.65
Net Income	-28,006.74
Total Equity	188,013.66
TOTAL LIABILITIES & EQUITY	188,013.66

11:47 AM

12/04/23

Accrual Basis

Mammoth Lakes Mosquito Abatement District

Profit & Loss

July through November 2023

	Jul - Nov 23
Ordinary Income/Expense	
Income	
Interest Earned	
Interest on tax funds	1,666.47
Total Interest Earned	1,666.47
Property Tax Income	
ERAF	8,435.74
Unsecure Property Tax	6,668.58
Total Property Tax Income	15,104.32
Total Income	16,770.79
Expense	
Auditor Report - GASB	350.00
Contract - Ownens Valley	35,000.00
Insurance Expense	2,882.81
LEGAL FEES - ANNEXATION	727.50
Membership Dues	567.00
Office Supplies	94.00
PERS Unfunded Liability	3,788.00
Secretarial	1,368.22
Total Expense	44,777.53
Net Ordinary Income	-28,006.74
Net Income	-28,006.74

MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT
BUDGET - 22023-2024
11/30/2023

<u>REVENUE</u>	<u>BUDGET</u>	Jul	Aug	Sept	Oct	Year to Date 11/30/2023	Remaining Over (Under)
Secure	\$ 129,000.00					-	129,000.00
Unsecure				6,668.58		6,668.58	(6,668.58)
Unitary						-	-
Interest				1,666.47		1,666.47	(1,666.47)
HOPTR	\$ -						
Excess ERAF Distribution			5,637.89	2,797.85		8,435.74	(8,435.74)
Prior Year Net Income	\$ 40,671.00					-	40,671.00
TOTAL REVENUE	\$ 169,671.00	-	5,637.89	11,132.90	-	16,770.79	152,900.21

<u>EXPENDITURES</u>	<u>BUDGET</u>							(Over) Under
Administrative Fee	\$ 3,500.00					-		3,500.00
Contract - Owens Valley MAP	\$ 70,000.00			35,000.00		35,000.00		35,000.00
Liability Insurance	\$ 3,500.00	2,882.81				2,882.81		617.19
Secretarial	\$ 10,000.00	256.45		413.29	698.00	1,367.74		8,632.26
Auditor Fee	\$ 500.00	350.00				350.00		150.00
Office Expenses/Equipment	\$ 250.00	94.00				94.00		156.00
PERS Unfunded Liability	\$ 7,000.00	3,788.00				3,788.00		3,212.00
Membership Dues	\$ 1,000.00				567.00	567.00		433.00
Contingency	\$ 1,000.00					-		1,000.00
Reserves - Emergency/Unexpected	\$ 62,921.00					-		62,921.00
Legal FEES - ANNEXATION	\$ 10,000.00	337.50			390.00	727.50		9,272.50
TOTAL EXPENDITURES	\$ 169,671.00	7,708.76	-	35,413.29	1,655.00	44,777.05		124,893.95

Total	Revenue	16,770.79
	Expenses	44,777.05
	Net Inc.	<u>(28,006.26)</u>

***prior year adjustment realized current fiscal year**

COUNTY OF MONO
G/L TRANSACTION DETAIL

From Date: 07/01/2022
To Date: 06/30/2023
From Account: 450
To Account: 450
Exclude Accounts With No Activity
Run Date: 12/04/2023
User: slegrand

Prior Fiscal Year Adjustments

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE
450-00-000-00100	08/18/2022	CASH - MAMMOTH LAKES MOSQUITO ABATEMENT MLMAD GASB-68 Reports Fee CalPERSID:1936588080 Inv#100000016512251 8/3/22 RecID:100000016886725	SYS	AP	541991		190448	CALPERS	100000016886725	Balance	Forward 350.00	175,349.37 174,999.37
	08/18/2022	MLMAD 22-23 UAL CalPERSID:1936588080 Inv#100000016853611 BusUnit#1900	SYS	AP	541992		190449	CALPERS	100000016853611		5,770.00	169,229.37
	08/18/2022	MLMAD Reimbursement; Notice of Vacancy 6/30/22 Trans. Date	SYS	AP	542003		11896	Lorinda Beatty	063022		342.00	168,887.37
	08/18/2022	MLMAD Reimbursement; Po Box 1943 6/30/22 Trans. Date	SYS	AP	542003		11896	Lorinda Beatty	063022		2.16	168,885.21
	08/18/2022	8/9/22 Inv.Date MLMAD 10/01/21-06/30/22 Secretarial Services 15 hours	SYS	AP	542004		11896	Lorinda Beatty	16		903.67	167,981.54
	08/18/2022	Inv#72151 Member#7176 MLMAD 22-23 Property/Liability Program Contribution	SYS	AP	542014		11901	SDRMA	72151		2,824.92	165,156.62
	09/28/2022	MLMAD 22-23 UAL CalPERSID:1936588080 Inv#100000016919207 BusUnit#1900	SYS	AP	548249		191051	CALPERS	100000016919207		199.69	164,956.93
	09/28/2022	Inv#10074 Mammoth Lakes Mosquito Abatement District #2022-0122 Notice of Vacancies 8/03/22	SYS	AP	548268		191063	THE SHEET	10074		168.00	164,788.93
	09/30/2022	PC-Sept. 2022 Cur Unsecured FY 2022-23	AJ	GL	552516					6,560.89		171,349.82
	09/30/2022	PC-1Q 22-23 Interest Appt	AJ	GL	565907					727.42		172,077.24
	09/30/2022	PC-Prop Tax Fund Interest Apport	AJ	GL	600983					13.53		172,090.77
	12/31/2022	PC-Dec 2022 Cur Unsec FY 2022/23	AJ	GL	564738					76.04		172,166.81
	12/31/2022	PC-Dec 2022 Del Sec FY 2022/23	AJ	GL	564739					707.20		172,874.01
	12/31/2022	PC-Dec 2022 Del Unsec FY 2022/23	AJ	GL	564740					37.41		172,911.42
	12/31/2022	PC-Dec. 2022 Cur Sec FY 2022/23	AJ	GL	564752					62,249.82		235,161.24

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE
	12/31/2022	PC-Dec 2022 Supp Sec FY 2022/23	AJ	GL	564762					1,520.09		236,681.33
	12/31/2022	PC-Dec 2022 Supp UnSec FY 2022/23	AJ	GL	564763					16.28		236,697.61
	12/31/2022	PC-Dec 2022 Unitary FY 2022/23	AJ	GL	564753					1,330.12		238,027.73
	12/31/2022	PC-2Q 22-23 Interest Appt	AJ	GL	575054					1,000.76		239,028.49
	12/31/2022	PC-Prop Tax Fund Interest Apport	AJ	GL	600985					168.00		239,196.49
	01/06/2023	Semi-annual contract payment Mammoth Lakes Mosquito Abatement District 01/01/23	SYS	AP	565140		192776	OWENS VALLEY MOSQUITO ABATEMENT PROGRAM	010123		32,500.00	206,696.49
	02/03/2023	MemberID#2376 22-2023 RMS Dues Mammoth Lakes Mosquito Abatement Dist.	SYS	AP	568322		13163	CSDA	100122 MLMAD		541.00	206,155.49
	03/16/2023	MLMAD Inv#27 1/1/23-2/28/23 6.34 Hours 3/8/23 Inv. Date Secretarial Services	SYS	AP	574935		13500	Lorinda Beatty	27 28		380.40	205,775.09
	03/16/2023	Inv#28 7/1/22-12/31/22 32.60 Hours 3/8/23 Inv. Date Secretarial Services	SYS	AP	574935		13500	Lorinda Beatty	27 28		1,956.37	203,818.72
	03/31/2023	PC-3Q 22-23 Interest Appt	AJ	GL	581277					1,421.36		205,240.08
	03/31/2023	PC-Prop Tax Fund Interest Apport	AJ	GL	600990					41.73		205,281.81
	04/05/2023	Mammoth Lakes Mosquito Abatement District Legal Counsel Snowcreek VII Annexation March 2023	SYS	AP	576439		193981	Law Office of Greg James	040323		787.50	204,494.31
	04/05/2023	Inv#30 3/1/23-3/31/23 32.60SYS 4/3/23 Inv. Date Secretarial Services	SYS	AP	576443		13594	Lorinda Beatty	30		849.70	203,644.61
	04/05/2023	Inv#MLMAD-2022-4 3/31/23SYS Semi-annual contract payment Mammoth Lakes Mosquito Abatement District Jan-June'23	SYS	AP	576444		193984	OWENS VALLEY MOSQUITO ABATEMENT PROGRAM	MLMAD-2022-4		32,500.00	171,144.61
	04/30/2023	PC-PTA Fee Allocation	AJ	GL	569828						2,318.00	168,826.61
	04/30/2023	PC-Apr 2023 Cur Unsec FY 2022/23	AJ	GL	581995					9.91		168,836.52
	04/30/2023	PC-Apr 2023 Supp UnSec FY 2022/23	AJ	GL	581988					16.11		168,852.63
	04/30/2023	PC-Apr 2023 Supp Sec FY 2022/23	AJ	GL	581990					1,597.82		170,450.45
	04/30/2023	PC-Apr 2023 Del Sec FY 2022/23	AJ	GL	581992					70.09		170,520.54
	04/30/2023	PC-Apr 2023 Del Unsec FY 2022/23	AJ	GL	581991					8.29		170,528.83
	04/30/2023	PC-Apr 2023 Unitary FY 2022/23	AJ	GL	582064					1,265.85		171,794.68
	04/30/2023	PC-Apr. 2023 Cur Sec FY 2022/23	AJ	GL	582069					38,907.16		210,701.84
	05/18/2023	Mammoth Lakes Mosquito Abatement District Legal Counsel Snowcreek VII Annexation April 2023	SYS	AP	585007		194748	Law Office of Greg James	043023		577.50	210,124.34

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE
	05/18/2023	Inv#31 4/1/23-4/30/23 5/10/23 Inv. Date Secretarial Services	SYS	AP	585010		13931	Lorinda Beatty	31		228.65	209,895.69
	05/31/2023	PC-Excess ERAF Redistribution	AJ	GL	586729					3,555.43		213,451.12
	06/30/2023	PC-Jun 2023 Del Sec FY 2022/23	AJ	GL	592369					66.12		213,517.24
	06/30/2023	PC-Jun 2023 Supp UnSec FY 2022/23	AJ	GL	592372					2.80		213,520.04
	06/30/2023	PC-Jun 2023 Del Unsec FY 2022/23	AJ	GL	592370					1.27		213,521.31
	06/30/2023	PC-Jun 2023 Supp Sec FY 2022/23	AJ	GL	592371					394.54		213,915.85
	06/30/2023	PC-Jun. 2023 Cur Sec FY 2022/23	AJ	GL	592386					1,053.39		214,969.24
	06/30/2023	PC-Jun 2023 Cur Unsec FY 2022/23	AJ	GL	592532					7.56		214,976.80
	06/30/2023	PC-4Q 22-23 Interest Appt	AJ	GL	600484					1,530.22		216,507.02
	06/30/2023	PC-Prop Tax Fund Interest Apport	AJ	GL	600697					83.99		216,591.01
	06/30/2023	PC-HOPTR Apport	AJ	GL	600790					177.88		216,768.89
	06/30/2023	PC-HOPTR Int Apport	AJ	GL	600791					1.72		216,770.61
	06/30/2023	PC-Excess ERAF	AJ	GL	602378					2,797.85		219,568.46
		TOTAL								127,418.65	83,199.56	219,568.46
450-00-000-00203		ACCOUNTS PAYABLE								Balance	Forward	1,247.83 CR
	08/15/2022	Inv#72151 Member#7176 MLMAD 22-23 Property/Liability Program Contribution	SYS	AP	541963		11901	SDRMA	72151		2,824.92	4,072.75 CR
	08/15/2022	MLMAD 22-23 UAL CalPERSID:1936588080 Inv#100000016853611 BusUnit#1900	SYS	AP	541964		190449	CALPERS	100000016853611		5,770.00	9,842.75 CR
	08/15/2022	MLMAD GASB-68 Reports Fee CalPERSID:1936588080 Inv#100000016512251 8/3/22 RecID:100000016886725	SYS	AP	541965		190448	CALPERS	100000016886725		350.00	10,192.75 CR
	08/18/2022	MLMAD GASB-68 Reports Fee CalPERSID:1936588080 Inv#100000016512251 8/3/22 RecID:100000016886725	SYS	AP	541991		190448	CALPERS	100000016886725	350.00		9,842.75 CR
	08/18/2022	MLMAD 22-23 UAL CalPERSID:1936588080 Inv#100000016853611 BusUnit#1900	SYS	AP	541992		190449	CALPERS	100000016853611	5,770.00		4,072.75 CR
	08/18/2022	MLMAD Reimbursement; Notice of Vacancy 6/30/22 Trans. Date	SYS	AP	542003		11896	Lorinda Beatty	063022	342.00		3,730.75 CR
	08/18/2022	MLMAD Reimbursement; Po Box 1943 6/30/22 Trans. Date	SYS	AP	542003		11896	Lorinda Beatty	063022	2.16		3,728.59 CR
	08/18/2022	8/9/22 Inv.Date MLMAD 10/01/21-06/30/22 Secretarial Services 15	SYS	AP	542004		11896	Lorinda Beatty	16	903.67		2,824.92 CR

COUNTY OF MONO
G/L TRANSACTION DETAIL

From Date: 07/01/2023
To Date: 06/30/2024
From Account: 450
To Account: 450
Exclude Accounts With No Activity
Run Date: 12/04/2023
User: slegrand

Current Fiscal Year Transactions

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE
450-00-000-00100		CASH - MAMMOTH LAKES MOSQUITO ABATEMENT								Balance	Forward	219,568.46
	07/10/2023	Unfunded Accrued Liability FY 2023/2024 ID 1936588080	SYS	AP	592413		195586	CalPERS	100000017216300		3,788.00	215,780.46
	07/10/2023	Annexation Legal Services May 1, 2012 to June 16, 2023	SYS	AP	592420		195591	Law Office of Greg James	6162023		87.50	215,692.96
	07/10/2023	Annexation Legal Services June 29, 2023	SYS	AP	592421		195591	Law Office of Greg James	63023		175.00	215,517.96
	07/10/2023	Inv#34 5/1/23-5/31/23 6/19/23 Inv. Date Secretarial Services	SYS	AP	592423		14312	Lorinda Beatty	34		96.33	215,421.63
	07/10/2023	Reimbursement - PO Box 1943	SYS	AP	592424		14312	Lorinda Beatty	37		94.00	215,327.63
	07/10/2023	Inv#36 6/1/23-6/30/23 7/6/23 Inv. Date Secretarial Services	SYS	AP	592425		14312	Lorinda Beatty	36		391.38	214,936.25
	07/10/2023	Property/Liability Insurance FY 2023/2024 Member 7176	SYS	AP	592456		14319	SDRMA	73920		2,882.81	212,053.44
	08/01/2023	PC-Excess ERAF	AJ	GL	602363					5,637.89		217,691.33
	08/10/2023	Annexation Legal Services July 2023	SYS	AP	597969		196110	Law Office of Greg James	8012023		337.50	217,353.83
	08/10/2023	Secretarial Services - July 2023	SYS	AP	597970		14552	Lorinda Beatty	39		256.45	217,097.38
	08/17/2023	MLMAD CalPERSID:1936588080 BusUnit#1900 Receivable ID:100000017250467	SYS	AP	600385		196229	CALPERS	100000017250467		350.00	216,747.38
	09/20/2023	Inv#42 Secretarial Services - August 2023	SYS	AP	605564		14868	Lorinda Beatty	42 43		370.55	216,376.83
	09/20/2023	Inv#43 Secretarial Services Retro Rate Change - July 2023	SYS	AP	605564		14868	Lorinda Beatty	42 43		42.74	216,334.09
	09/20/2023	Semi-annual contract payment Mammoth Lakes Mosquito Abatement District July-December'23	SYS	AP	605569		196785	OWENS VALLEY MOSQUITO ABATEMENT PROGRAM	9062023		35,000.00	181,334.09
	09/30/2023	PC-Sept. 2023 Cur Unsecured FY 2023-24	AJ	GL	608460					6,668.58		188,002.67
	09/30/2023	PC-1Q 23-24 Interest Appt	AJ	GL	612885					1,666.47		189,669.14
	11/08/2023	Annexation Legal Services September 2023	SYS	AP	612841		197400	Law Office of Greg James	100323		390.00	189,279.14
	11/08/2023	Inv#46 Secretarial Services - September 2023	SYS	AP	612842		15223	Lorinda Beatty	46		698.48	188,580.66

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE
	11/08/2023	MemberID#2376 2024 RMSSYS Dues Mammoth Lakes Mosquito Abatement Dist.	AP		612868		15227	CSDA	100123 MLMAD		567.00	188,013.66
		TOTAL								13,972.94	45,527.74	188,013.66
450-00-000-00203		ACCOUNTS PAYABLE								Balance	Forward	750.21 CR
	07/10/2023	Reimbursement - PO Box 1943	SYS	AP	592361		14312	Lorinda Beatty	37		94.00	844.21 CR
	07/10/2023	Unfunded Accrued Liability FY 2023/2024 ID 1936588080	SYS	AP	592362		195586	CalPERS	100000017216300		3,788.00	4,632.21 CR
	07/10/2023	Unfunded Accrued Liability FY 2023/2024 ID 1936588080	SYS	AP	592413		195586	CalPERS	100000017216300	3,788.00		844.21 CR
	07/10/2023	Annexation Legal Services May 1, 2012 to June 16, 2023	SYS	AP	592420		195591	Law Office of Greg James	6162023	87.50		756.71 CR
	07/10/2023	Annexation Legal Services June 29, 2023	SYS	AP	592421		195591	Law Office of Greg James	63023	175.00		581.71 CR
	07/10/2023	Inv#34 5/1/23-5/31/23 6/19/23 Inv. Date Secretarial Services	SYS	AP	592423		14312	Lorinda Beatty	34	96.33		485.38 CR
	07/10/2023	Reimbursement - PO Box 1943	SYS	AP	592424		14312	Lorinda Beatty	37	94.00		391.38 CR
	07/10/2023	Inv#36 6/1/23-6/30/23 7/6/23 Inv. Date Secretarial Services	SYS	AP	592425		14312	Lorinda Beatty	36	391.38		0.00
	07/10/2023	Property/Liability Insurance FY 2023/2024 Member 7176	SYS	AP	592451		14319	SDRMA	73920		2,882.81	2,882.81 CR
	07/10/2023	Property/Liability Insurance FY 2023/2024 Member 7176	SYS	AP	592456		14319	SDRMA	73920	2,882.81		0.00
	08/03/2023	Annexation Legal Services July 2023	SYS	AP	597555		196110	Law Office of Greg James	8012023		337.50	337.50 CR
	08/03/2023	Secretarial Services - July 2023	SYS	AP	597558		14552	Lorinda Beatty	39		256.45	593.95 CR
	08/10/2023	Annexation Legal Services July 2023	SYS	AP	597969		196110	Law Office of Greg James	8012023	337.50		256.45 CR
	08/10/2023	Secretarial Services - July 2023	SYS	AP	597970		14552	Lorinda Beatty	39	256.45		0.00
	08/14/2023	MLMAD CalPERSID:1936588080 BusUnit#1900 Receivable ID:100000017250467	SYS	AP	600348		196229	CALPERS	100000017250467		350.00	350.00 CR
	08/17/2023	MLMAD CalPERSID:1936588080 BusUnit#1900 Receivable ID:100000017250467	SYS	AP	600385		196229	CALPERS	100000017250467	350.00		0.00
	09/06/2023	Semi-annual contract payment Mammoth Lakes Mosquito Abatement District July-December'23	SYS	AP	605470		196785	OWENS VALLEY MOSQUITO ABATEMENT PROGRAM	9062023		35,000.00	35,000.00 CR
	09/19/2023	Inv#42 Secretarial Services - August 2023	SYS	AP	605471		14868	Lorinda Beatty	42 43		370.55	35,370.55 CR
	09/19/2023	Inv#43 Secretarial Services Retro Rate Change - July 2023	SYS	AP	605471		14868	Lorinda Beatty	42 43		42.74	35,413.29 CR

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE	
	09/20/2023	Inv#42 Secretarial Services - August 2023	SYS	AP	605564		14868	Lorinda Beatty	42 43	370.55		35,042.74	CR
	09/20/2023	Inv#43 Secretarial Services Retro Rate Change - July 2023	SYS	AP	605564		14868	Lorinda Beatty	42 43	42.74		35,000.00	CR
	09/20/2023	Semi-annual contract payment Mammoth Lakes Mosquito Abatement District July-December'23	SYS	AP	605569		196785	OWENS VALLEY MOSQUITO ABATEMENT PROGRAM	9062023	35,000.00		0.00	
	11/07/2023	Annexation Legal Services September 2023	SYS	AP	612766		197400	Law Office of Greg James	100323		390.00	390.00	CR
	11/07/2023	Inv#46 Secretarial Services - September 2023	SYS	AP	612767		15223	Lorinda Beatty	46		698.48	1,088.48	CR
	11/07/2023	MemberID#2376 2024 RMSS Dues Mammoth Lakes Mosquito Abatement Dist.	SYS	AP	612867		15227	CSDA	100123 MLMAD		567.00	1,655.48	CR
	11/08/2023	Annexation Legal Services September 2023	SYS	AP	612841		197400	Law Office of Greg James	100323	390.00		1,265.48	CR
	11/08/2023	Inv#46 Secretarial Services - September 2023	SYS	AP	612842		15223	Lorinda Beatty	46	698.48		567.00	CR
	11/08/2023	MemberID#2376 2024 RMSS Dues Mammoth Lakes Mosquito Abatement Dist. TOTAL	SYS	AP	612868		15227	CSDA	100123 MLMAD	567.00		0.00	
450-00-000-10020		Prop Tax -Current Secured FY 2022 Excess ERAF Allocation								45,527.74	44,777.53	0.00	
	08/01/2023		AJ	GL	602363					Balance	Forward 5,637.89	5,637.89	CR
	09/30/2023	Sept. 2023 Cur Unsecured FY 2023-24	AJ	GL	608460						6,668.58	12,306.47	CR
450-00-000-14010		TOTAL INTEREST INCOME								0.00	12,306.47	12,306.47	CR
	09/30/2023	1Q 23-24 Interest Appt	AJ	GL	612885					Balance	Forward 1,666.47	1,666.47	CR
450-00-000-20010		TOTAL EXPENDITURES								0.00	1,666.47	1,666.47	CR
	07/10/2023	Reimbursement - PO Box 1943	SYS	AP	592361		14312	Lorinda Beatty	37	94.00		94.00	
	07/10/2023	Unfunded Accrued Liability FY 2023/2024 ID 1936588080	SYS	AP	592362		195586	CalPERS	100000017216300	3,788.00		3,882.00	
	07/10/2023	Property/Liability Insurance FY 2023/2024 Member 7176	SYS	AP	592451		14319	SDRMA	73920	2,882.81		6,764.81	
	08/03/2023	Annexation Legal Services July 2023	SYS	AP	597555		196110	Law Office of Greg James	8012023	337.50		7,102.31	
	08/03/2023	Secretarial Services - July 2023	SYS	AP	597558		14552	Lorinda Beatty	39	256.45		7,358.76	
	08/14/2023	MLMAD CalPERSID:1936588080 BusUnit#1900 Receivable ID:100000017250467	SYS	AP	600348		196229	CALPERS	100000017250467	350.00		7,708.76	
	09/06/2023	Semi-annual contract payment Mammoth Lakes Mosquito Abatement District July-December'23	SYS	AP	605470		196785	OWENS VALLEY MOSQUITO ABATEMENT PROGRAM	9062023	35,000.00		42,708.76	
	09/19/2023	Inv#42 Secretarial Services - August 2023	SYS	AP	605471		14868	Lorinda Beatty	42 43	370.55		43,079.31	

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE
	09/19/2023	Inv#43 Secretarial Services Retro Rate Change - July 2023	SYS	AP	605471		14868	Lorinda Beatty	42 43	42.74		43,122.05
	11/07/2023	Annexation Legal Services September 2023	SYS	AP	612766		197400	Law Office of Greg James	100323	390.00		43,512.05
	11/07/2023	Inv#46 Secretarial Services - September 2023	SYS	AP	612767		15223	Lorinda Beatty	46	698.48		44,210.53
	11/07/2023	MemberID#2376 2024 RMSSYS Dues Mammoth Lakes Mosquito Abatement Dist.	SYS	AP	612867		15227	CSDA	100123 MLMAD	567.00		44,777.53
		TOTAL								44,777.53	0.00	44,777.53
		GRAND TOTAL								104,278.21	104,278.21	218,818.25

11:56 AM

12/04/23

Accrual Basis

Mammoth Lakes Mosquito Abatement District

Fiscal Year Disbursements

August 31 through November 30, 2023

Type	Date	Name	Memo	Amount
Aug 31 - Nov 30, 23				
Check	09/20/2023	Lorinda Beatty	August 2023	370.55
Check	09/20/2023	Lorinda Beatty	Retro Pay Adj...	42.74
Check	09/20/2023	Owens Valley Mosq...	January 2024 ...	35,000.00
Check	10/18/2023	Lorinda Beatty	September 20...	698.48
Check	10/18/2023	GREG JAMES	August & Sep...	390.00
Check	10/18/2023	CSDA	FY 2023-2024	567.00
Aug 31 - Nov 30, 23				37,068.77

SPECIAL DISTRICT WARRANT REQUEST

FROM: Mammoth Lakes Mosquito Abatement District
P.O. Box 1943
Mammoth Lakes, CA 93548

DATE: 12/6/2023

ACCOUNTING UNIT: **450-000-000-20010**

VENDOR#	PAYEE	DESCRIPTION	AMOUNT	WARRANT#
18288.1	Lorinda Beatty	ACH Please Secretarial Services November 2023	115.13	

MAIL:

TOTAL AMOUNT 115.13

RETURN TO:

Auditor's Use Only
Vendor#
1099 NEC
Audited
Input
Checked
I hereby certify to the correctness of the above computations and approve the chain.
Auditor-Controller

APPROVED FOR PAYMENT


CHAIRMAN

Authorized Signatory

154 South Landing Road
Crowley Lake, CA 93546

Date	Invoice #
12/4/2023	49

Bill To
MLMAD PO BOX 1943 Mammoth Lakes, CA 93546

Description	Amount
Secretarial Services - MLMAD - November 2023	115.13
	
Phone # (559) 246-8669	Fax # (760) 418-0183
E-mail BASlorinda@gmail.com	Total \$115.13



Detailed report

11/30/2023 - 11/01/2023

01:38:41: Billable

01:38:41: Total 115.13 USD: Amount

1.6447

Date	Description	Duration	User
11/27/2023	MLMAD Agenda and meeting prep	01:05:11	Lorinda Beatty Admin Services
	Mosquito - MLMAD	11:06:35AM - 12:11:46PM	USD 76.05
11/20/2023	MLMAD Bill Review	00:17:44	Lorinda Beatty Admin Services
	Mosquito - MLMAD	02:19:44PM - 02:37:28PM	USD 20.69
11/20/2023	MLMAD Emails	00:09:03	Lorinda Beatty Admin Services
	Mosquito - MLMAD	02:09:57PM - 02:19:00PM	USD 10.56
11/07/2023	MLMAD Warrant Requests - September 2023	00:06:43	Lorinda Beatty Admin Services
	Mosquito - MLMAD	12:18:08PM - 12:24:51PM	USD 7.84

SPECIAL DISTRICT WARRANT REQUEST

FROM: Mammoth Lakes Mosquito Abatement District
P.O. Box 1943
Mammoth Lakes, CA 93548

DATE: 12/6/2023

ACCOUNTING UNIT: **450-000-000-20010**

VENDOR#	PAYEE	DESCRIPTION	AMOUNT	WARRANT#
12662	Owens Valley Mosquito Aatement Program c/o Inyo County Dept of Ag, Administration 1360 N Main Street, Ste 230 Bishop, CA 93514	Semiannual contract payment January to June 2024	\$35,000	

MAIL:

TOTAL AMOUNT 35,000.00

RETURN TO:

Auditor's Use Only
Vendor#
1099 NEC
Audited
Input
Checked
I heareby certify to the correctness of the above computations and approve the chain.
Autitor-Controller

APPROVED FOR PAYMENT

CHAIRMAN

Authorized Signatory

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 27th day of June 2023 an order was duly made and entered as follows:

*Agricultural
Commissioner –
Mammoth Lakes
Mosquito Abatement
District Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the County of Inyo and Mammoth Lakes Mosquito Abatement District for the provision of mosquito abatement and control activities in an amount not to exceed \$70,000 per year for the period of July 1, 2023 to June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Agriculture Dept. DATE: July 6, 2023

WITNESS my hand and the seal of said Board this 27th

Day of June, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", is written over a horizontal line.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:
2023-3855

Contract between the County of Inyo and Mammoth Lakes Mosquito Abatement District

Agricultural Commissioner

ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Mammoth Lakes Mosquito Abatement District for the provision of mosquito abatement and control activities in an amount not to exceed \$70,000 per year for the period of July 1, 2023 to June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Owens Valley Mosquito Abatement Program has been providing mosquito control and abatement services for the Mammoth Lakes Mosquito Abatement District for many years. This contract would extend that relationship out to 2028, as the current contract will expire on June 30, 2023. The only change that has been made to the contract from the previous five-year contract is the amount, which has been increased by \$5,000 each year (from \$65,000 per year to \$70,000 per year) for a total of \$350,000 over the five-year term.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	154101
Budgeted?	Yes	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
This budget relies on funding provided by this contract.			
Future Fiscal Year Impacts			
If not approved, the mosquito control budget will lose \$350,000 in revenue over the next five years.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Mammoth Lakes Mosquito Abatement District - Inyo County Agreement

APPROVALS:

Nathan Reade	Created/Initiated - 6/19/2023
Darcy Ellis	Approved - 6/20/2023
Nathan Reade	Approved - 6/20/2023
John Vallejo	Approved - 6/20/2023
Amy Shepherd	Approved - 6/20/2023
Nate Greenberg	Final Approval - 6/21/2023

**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF
MOSQUITO ABATEMENT SERVICES**

WHEREAS, the Mammoth Lakes Mosquito Abatement District (hereinafter referred to as "MLMAD"), has the need for the mosquito abatement services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "County") performed through or by its Owens Valley Mosquito Abatement Program, and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The County hereby agrees to provide mosquito abatement services to MLMAD. These services will include field surveillance, monitoring and mosquito control in the MLMAD, as further set out in Appendix A. The goal of this agreement is to place primary emphasis on the mitigation of potential mosquito-borne disease transmission, to include the emerging West Nile Virus, and the avoidance of nuisance conditions from mosquitoes in the MLMAD.

Work performed under this Agreement shall comply with the mosquito abatement requirements set forth in the annual cooperative agreement between the State of California, Department of Public Health, Vector-Borne Disease Section and the County (Appendix B).

Work by the County that is outside the Scope of Work or which will result in additional charges, shall not be performed unless this Agreement is amended in accordance with Section 18 of this Agreement to include said work.

This Agreement is not intended to modify any duty of MLMAD to abate nuisances on its property.

2. TERM

This Agreement shall become effective upon the date of execution by the person authorized to do so by the Board of Mammoth Lakes Mosquito Abatement District and shall continue for a term of five (5) years from said effective date unless otherwise terminated as provided below.

3. COMPENSATION

MLMAD shall pay to County seventy thousand dollars (\$70,000.00) annually for the services set out in Section 1 and Appendix A. Annual payments shall be in two installments, half shall be due on July 1 of each year and half shall be due on January 1 of each year. The expenditures under this Agreement for all expenses and supplies shall not exceed \$350,000 for the term of this Agreement.

4. **BILLING & INVOICES**

The County shall bi-annually submit to the Mammoth Lakes Mosquito Abatement District c/o Steve Ganong, Contract Administrator, P.O. Box 1943 Mammoth Lakes, California 93546 a verified and itemized invoice stating the services performed and any expenses necessarily incurred during the prior six-month period. Such invoices shall be detailed and shall include a copy of any invoice submitted to the County from each supplier.

5. **PERMITS**

The County and its officers, agents, and employees shall obtain and maintain all permits and licenses necessary for the County's performance hereunder and shall pay any fees required therefor.

5. **INDEPENDENT CONTRACTOR**

The County is acting hereunder as an independent contractor and not as an agent or employee of MLMAD. The County shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of MLMAD.

6. **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

- A. The County shall not assign or otherwise alienate any of its rights hereunder, including the right to payment.
- B. The County shall not delegate or otherwise transfer any of its duties hereunder.

7. **INSURANCE**

Proof of insurance shall be provided by each party to the other party prior to commencing any work under this Agreement.

A. General Liability.

Both the County and MLMAD shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed under this Agreement. Such policies shall have a per occurrence combined single limit coverage of not less than two million dollars (\$2,000,000). Such policies shall not exclude or except from coverage any of the services and work required to be performed by the County under this Agreement. The required policies of insurance shall be issued by an insurer authorized to sell such insurance by the State of California that has an "A.M. Best's" policyholder's rating of at least an "A" or by a Joint Powers Authority insurance pool that has reinsurance with an "A.M. Best's" policyholder's rating of at least an "A". Prior to commencing any work under this Agreement, each

party shall provide the other: 1) a certificate of insurance documenting evidence of the required coverage; and 2) an additional insured endorsement applying to the other party, its agents, officers and employees. Neither the County nor MLMAD shall modify, terminate, or cancel said policy without 30 days' written notice of cancellation or change of coverage to the other.

B. Business Vehicle.

The County shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all County- owned, non-owned, and hired vehicles employed by the County in the performance of the services and work requested by MLMAD, as described in this Agreement. Neither the County nor MLMAD shall modify, terminate, or cancel said policy without 30 days' written notice of cancellation or change of coverage to the other.

8. INDEMNIFICATION

The MLMAD undertakes and agrees to indemnify and hold harmless the County and all of its officers, agents, employees and governing board members, and, at the option of the County, to defend the County, its Board, officers, employees, agents, and representatives from and against any and all suits or causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature, whatsoever, for death, bodily injury or personal injury to any person, including MLMAD employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner, arising out of, resulting from, or in connection with the performance of this Agreement.

To the extent permitted by law, the County shall protect, indemnify, and hold harmless MLMAD, its agents, officers, employees, governing board members, and representatives from and against any and all claims, demands, and causes of action by County's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by County hereunder and resulting from the negligent act or omissions of County, its officers, or employees. The foregoing reference to 'negligent act' is not intended to limit the County's obligation to defend, indemnify, and hold harmless MLMAD, its agents, officers, employees, governing board members, and representatives with respect to any alleged errors or omissions by the County relating to the proper handling and application of pesticides once the decision has been made to use them in a particular situation.

The obligations to defend, indemnify, and hold harmless under the provisions of this section are not limited to, or restricted by, any requirement in this Agreement for MLMAD and the County to procure and maintain a policy of insurance, and shall survive the termination or expiration of this agreement.

9. RECORDS & AUDITS

The County shall maintain records and books of accounts showing all costs and expenses incurred by the County for this Agreement. MLMAD shall have the right upon reasonable notice, to audit the books, records, documents, and other evidence and the accounting procedures and practices, where needed, under time-and-materials tasks, to verify the costs and expenses claimed. MLMAD retains this right for at least three years after final payment and until all disputes, appeals, litigation, or claims have been resolved. This right to audit shall also include inspection at reasonable times of the County facilities that are engaged in the performance of this Agreement. In addition, the County shall, at no cost or expense to MLMAD, furnish reasonable facilities and assistance for such an audit. Upon request, but at MLMAD's cost, the County shall also provide copies of documents applicable to this Agreement. The audit findings shall, to the extent allowed by law, be treated by MLMAD as confidential.

10. CONFIDENTIALITY OF INFORMATION

Except as provided by the California Public Records Act, all information contained in drawings, specifications, technical reports, and data provided by MLMAD to the County shall be held in confidence by the County and used only to provide services to MLMAD. The County shall not disclose said information without the Contract Administrator's written authorization.

11. REPRESENTATIVES AND NOTICES:

Any notice, demand, or request directed to MLMAD shall be delivered to:

Mammoth Lakes Mosquito Abatement District
Lorinda Beatty, District Secretary
P.O. Box 1943
Mammoth Lakes, California
93546 (760) 914-1354

Any notice, demand, or request directed to the County shall be delivered to:

Agricultural Commissioner
Counties of Inyo/ Mono
Department of Agriculture
1360 N. Main Street
Bishop, CA 93514
(760) 873-7860

12. CONFLICTS

A. Claims for Labor and Materials

The County shall promptly pay, when due, all amounts payable for labor and materials furnished in performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any MLMAD property, against the County's rights to payments hereunder, or against the MLMAD, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

B. Errors and Omissions

The County shall be responsible for correcting or remedying any errors or omissions which occur in performance of the services under this Agreement and which are the result of the County's negligence or action. The cost of correcting or remedying any error or omission shall be borne by the County.

13. BREACH

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, said party shall be in breach and any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

14. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, without cause, on 30 calendar days' written notice. Said notice will be given by the Contract Administrator on MLMAD's behalf and by the Agricultural Commissioner on the County's behalf. The County shall be entitled to payment for all services performed to the date of cancellation on a pro rata basis and for all other reasonable termination expenses.

15. VENUE

The venue for any dispute or litigation shall be in Mono County, California.

17. APPLICABLE LAW AND SEVERABILITY

Each party's performance hereunder shall comply with all applicable laws of the United States of America and the State of California. This Agreement shall be enforced and interpreted under the laws of the State of California.

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government

having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

18. AMENDMENT

All amendments hereto shall be in writing and signed by the person(s) authorized to bind the parties thereto.

19. INTEGRATION

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 18 hereof.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF INYO:

By: _____

Name: Jennifer Roeser

Title: Chair of the Board of Supervisors

Date: 07/27/2023

MLMAD:

By: _____

Name: Steve Ganong

Title: Chair of the Board of Directors

Date: 7/26/2023

**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF
MOSQUITO ABATEMENT SERVICES**

APPENDIX A

Scope of Work:

Staff and Equipment

COUNTY will maintain and utilize adequate staff and equipment to address all mosquito concerns within the MLMAD.

1. All permits and regulatory requirements needed to conduct business will be obtained by the COUNTY.
2. MLMAD rate payers will be encouraged to contact the County via a local phone number and/or email to report mosquito issues. All rate payer requests will be responded to within one business day.
3. All County staff will wear uniforms clearly identifying them as mosquito abatement staff and will be certified by the State of California, Department of Public Health, Vector- Borne Disease Section in the control of mosquitoes.
4. All known mosquito breeding sources will be inspected weekly and adequate mosquito larvicide will be applied.
5. Routine and random investigations of possible mosquito breeding sources will be conducted throughout the service area.
6. Routine and specific adult mosquito trapping will occur during the mosquito breeding season. Samples will be submitted for testing and results determined.
7. The County will inform MLMAD should MLMAD need to request an inspection and abatement warrant; should MLMAD need to notify a property owner of the existence of a public nuisance; and should any person restrain, hinder, obstruct or threaten the County's staff in the performance of duties pursuant to this Agreement or otherwise interfere with any work done by, or under the direction of, the County pursuant to this Agreement.

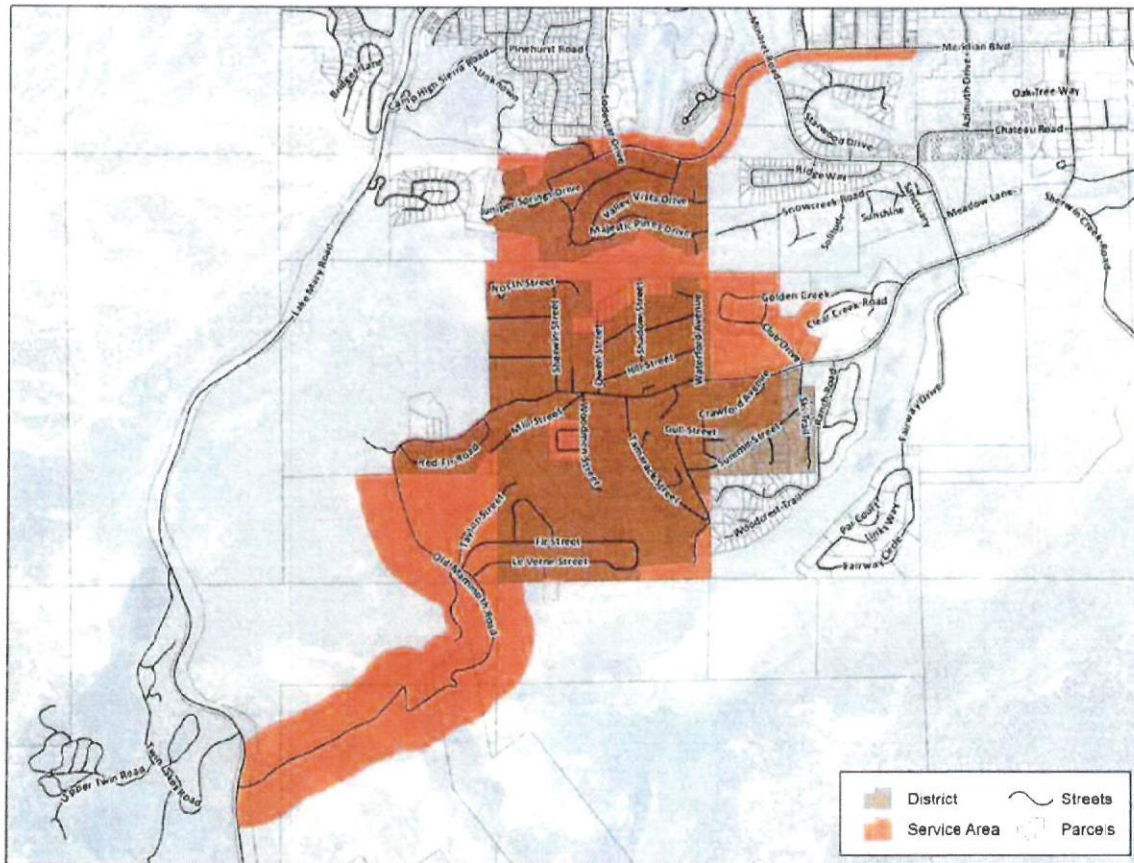
Pesticides

The County will purchase and maintain all mosquito control pesticides. Primary mosquito control efforts will focus on mosquito larvae control (larvicides). Adult mosquito control will occur when adult mosquito populations are verified by trapping populations in excess of 50 adult mosquitoes or when there is a public health need regardless of population limits.

1. All pesticides must be accepted for use by the State of California and the County Agricultural Commissioner.

2. If there is a need for adulticide applications, the COUNTY will attempt to notify the public 24 hours advance notice. If need for control is eminent, advanced notice may not be possible. Media for notice will include radio and posted notices at public facilities. A "Do Not Spray" list will be maintained and honored as best managed.

MLMAD Boundaries



AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF MOSQUITO ABATEMENT SERVICES

APPENDIX B

Cooperative Agreement

The County will provide all the functions of a mosquito abatement district outlined in the annual cooperative agreement with the State of California, Department of Public Health, Vector-Borne Disease Section (VBDS), attached hereto and incorporated herein.

COOPERATIVE AGREEMENT
(PURSUANT TO SECTION 116180, HEALTH AND SAFETY CODE)

Date: 10/4/2022

This Agreement between the California Department of Public Health and

Owens Valley Mosquito Abatement Program, 218 Wye Road, Bishop, Ca 93514;

is effective on January 1, 2023 or on the subsequent date shown above and expires December 31, 2023. It is subject to renewal by mutual consent thereafter.

Operator ID and/or license number to be listed on Monthly Summary Pesticide Use Reports (PR-ENF-060) for 2023:

Operator ID # 14-17-14311VC License # 470003346

This agreement may be canceled for cause by either party by giving 30 days advance notice in writing, setting forth the reasons for the termination.

Part I. Pesticides

The vector control agency named herein agrees:

1. To calibrate all application equipment using acceptable techniques before using, and to maintain calibration records for review by the County Agricultural Commissioner.
2. To seek the assistance of the County Agricultural Commissioner in the interpretation of pesticide labeling.
3. To maintain for at least two years for review by the County Agricultural Commissioner a record of each pesticide application showing the target vector, the specific location treated, the size of the source, the formulations and amount of pesticide used, the method and equipment used, the type of habitat treated, the date of the application, and the name of the applicators.
4. To submit to the County Agricultural Commissioner each month a Pesticide Use Report, on Department of Pesticide Regulation form PR-ENF-060. The report shall include the manufacturer and product name, the EPA registration number from the label, the amount of each pesticide used, the number of applications of each pesticide, and the total number of applications, per county, per month.
5. To report to the County Agricultural Commissioner and the California Department of Public Health, in a manner specified, any conspicuous or suspected adverse effects upon humans, domestic animals and other non-target organisms, or property from pesticide applications.
6. To require appropriate certification of its employees by the California Department of Public Health in order to verify their competence in using pesticides to control pest and vector organisms, and to maintain continuing education and information for those employees participating in continuing education.
7. To be inspected by the County Agricultural Commissioner on a regular basis to ensure that local agency activities are in compliance with state laws and regulations relating to pesticide use.

Part II. Environmental Modification

The vector control agency named herein agrees:

To comply with requirements, as specified, of any general permit issued to the California Department of Public Health as the lead agency, pertaining to physical environmental modification to achieve pest and vector prevention.

For California Department of Public Health For Local Agency

Vicki Kramer, Ph.D. Print Name and Title
Chief, Vector-Borne Disease Section

Robert Miller

