

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

WEDNESDAY SEPTEMBER 6, 2023

1 PM

**SNOW CREEK ATHLETIC CLUB
51 CLUB DRIVE, MAMMOTH LAKES, CA 93546**

Remote Meeting

Jeff Boucher – AB 2449 Emergency Exception

<https://us02web.zoom.us/j/83677414069>

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. AB 2449 Emergency Exception
3. Public Comment – the public may speak on any item **not** appearing on the agenda
4. Approve the Meeting Minutes of the of March 8, 2023 Meeting
5. Financial Report Fiscal Year 2022-2023
6. Fiscal Year 2023-2024 Preliminary Budget Approval
7. Financial Report Fiscal Year 2023-2024 to August 31, 2023
8. Board Vacancy
9. Commissioner Stipend
10. Commissioner Identification Badges
11. Contract – Lorinda Beatty Secretarial Services
12. Contract – Owens Valley Mosquito Abatement Program July 1, 2023
13. Owens Valley Mosquito Abatement Program Update
14. Snowcreek VIII LAFCO Annexation
15. Disbursements
16. Unfinished Business from Prior Meetings
17. Business Initiated by Board Members or Secretary of the Board
18. Set Next Meeting Date
19. Closed Session – Conference with Legal Counsel – Anticipated Litigation, Significant Exposure to Litigation pursuant to §54956.9(b): One Potential Case
20. Adjourn the Meeting

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>

In compliance with the Americans with Disabilities Act, if you are a disabled person and need a disability-related modification or accommodation to participate in this meeting, then please contact:

District Secretary

Lorinda Beatty (760) 965-9696

MammothLakesMAD@gmail.com.

Zoom webinar.

When: Sep 6, 2023 01:00 PM Pacific Time (US and Canada)

Topic: MLMAD

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83677414069>

Or One tap mobile :

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Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

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+1 312 626 6799 US (Chicago)

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**MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
ZOOM**

**MARCH 8, 2023
1 PM**

MINUTES

ROLL CALL: Steve Ganong called the meeting to order at 1:03 p.m.

Board Members Present: Steve Ganong, Melissa Simmons and Lyle Koegler
Board Members Absent: Jeff Boucher and Dan Schaller
Staff: Lorinda Beatty
Guests: None

PUBLIC COMMENT – None

APPROVE MINUTES – Lyle Koegler made a motion to approve the September 23, 2022 Meeting Minutes. Steve Ganong seconded the motion. Steve Ganong, Melissa Simmons and Lyle Koegler all voted yes. Jeff Boucher and Dan Schaller were absent.

FINANCIAL REPORT FISCAL YEAR 2022-2023 to February 28, 2023. Steve Ganong made a motion to accept the Finance Reports as presented. Melissa Simmons seconded. Steve Ganong, Melissa Simmons and Lyle Koegler all voted yes. Jeff Boucher and Dan Schaller were absent.

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

Steve Ganong made a motion to approve the contract with Owen’s Valley Mosquito Abatement Program with the adjusted annual cost to MLMAD of \$70,000. Melissa Simmons seconded the motion. Steve Ganong, Melissa Simmons and Lyle Koegler all voted yes. Jeff Boucher and Dan Schaller were absent.

CONTRACT JAMES GRAY ATTORNEY – Steve Ganong made a Motion to accept the contract with Attorney James Gray to represent the District in the matter of the Snow Creek VIII Annexation, Lyle Koegler seconded the motion. Steve Ganong, Melissa Simmons and Lyle Koegler all voted yes. Jeff Boucher and Dan Schaller were absent.

SNOW CREEK VIII LAFCO ANNEXATION – Mr. Ganong reported that there has been very little movement from Mono County or the Town of Mammoth Lakes regarding the annexation and how the District would be compensated for the additional services required as a result of the annexation. Mr. Gray will draft a letter to Chadmar.

DISBURSEMENTS Steve Ganong made a Motion to approve the disbursements, Lyle Koegler seconded the motion. Steve Ganong, Melissa Simmons and Lyle Koegler all voted yes. Jeff Boucher and Dan Schaller were absent.

UNFINISHED BUSINESS FROM PRIOR MEETINGS - None

BUSINESS INITATED BY BOARD MEMBERS OR SECRETARY OF THE BOARD – Mr. Ganong would like to explore compensation for the Commissioners due to difficulty in keeping commissioners. Ms. Beatty will research.

SET NEXT MEETING DATE – To Be Announced

CLOSED SESSION– Conference with Legal Counsel – Anticipated Litigation, Significant Exposure to Litigation pursuant to §54956.9(b). One Potential Case – The Board did not adjourn into closed session.

ADJOURN THE MEETING – Steve Ganong made a motion to adjourn the March 8, 2023 meeting at 1:42 p.m. Seconded by Lyle Koegler. S Steve Ganong, Melissa Simmons and Lyle Koegler all voted yes. Jeff Boucher and Dan Schaller were absent.

9:53 AM

09/02/23

Accrual Basis

Mammoth Lakes Mosquito Abatement District

Balance Sheet

As of June 30, 2023

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
Mono County GL	216,020.40
Total Checking/Savings	216,020.40
Total Current Assets	216,020.40
TOTAL ASSETS	216,020.40
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	153,783.75
Retained Earnings	21,565.62
Net Income	40,671.03
Total Equity	216,020.40
TOTAL LIABILITIES & EQUITY	216,020.40

MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT
BUDGET to ACTUAL 2022/2023
6/30/2023

<u>REVENUE</u>	<u>BUDGET</u>	Year to Date 6/30/2023	Remaining Over (Under)
Secure	\$ 95,000.00	106,566.23	(11,566.23)
Unsecure	\$ 6,000.00	6,650.61	(650.61)
Unitary	\$ 2,000.00	2,681.92	(681.92)
Interest	\$ 1,200.00	4,988.73	(3,788.73)
HOPTR	\$ -		
Excess ERAF Distribution	\$ 3,000.00	3,555.43	(555.43)
Prior Year Net Income	\$ 29,150.00	-	29,150.00
TOTAL REVENUE	\$ 136,350.00	124,620.80	11,729.20

<u>EXPENDITURES</u>	<u>BUDGET</u>		(Over) Under
Administrative Fee	\$ 3,000.00	2,318.00	682.00
Contract - Owens Valley MAP	\$ 65,000.00	65,000.00	-
Liability Insurance	\$ 2,900.00	2,824.92	75.08
Secretarial	\$ 2,500.00	4,806.50	(2,306.50)
Auditor Fee	\$ 400.00	-	400.00
Office Expenses/Equipment	\$ 240.00	2.16	237.84
PERS Unfunded Liability	\$ 7,000.00	5,969.69	1,030.31
Membership Dues	\$ 700.00	891.00	
Contingency	\$ 820.00	-	
Reserves - Emergency/Unexpected	\$ 53,790.00	510.00	53,280.00
Legal FEES - ANNEXATION		1,627.50	(1,627.50)
TOTAL EXPENDITURES	\$ 136,350.00	83,949.77	52,400.23

Total	Revenue	124,620.80	
	Expenses	83,949.77	
	<u>Net Inc.</u>	<u>40,671.03</u>	6/30/2023

Mammoth Lakes Mosquito Abatement District

Profit & Loss

July 2022 through June 2023

	Jul '22 - Jun 23
Ordinary Income/Expense	
Income	
Interest Earned	
Interest	4,681.48
Interest on tax funds	307.25
Total Interest Earned	4,988.73
Property Tax Income	
ERAF	3,555.43
HOPTR	177.88
Secure Property Tax	106,566.23
Unitary Property Tax	2,681.92
Unsecure Property Tax	6,650.61
Total Property Tax Income	119,632.07
Total Income	124,620.80
Expense	
Admin Fee - Property Tax	2,318.00
Advertising and Promotion	510.00
Auditor Report - GASB	350.00
Contract - Ownens Valley	65,000.00
Insurance Expense	2,824.92
LEGAL FEES - ANNEXATION	1,627.50
Membership Dues	541.00
Office Supplies	2.16
PERS Unfunded Liability	5,969.69
Secretarial	4,806.50
Total Expense	83,949.77
Net Ordinary Income	40,671.03
Net Income	40,671.03

9:55 AM

09/02/23

Accrual Basis

Mammoth Lakes Mosquito Abatement District
Fiscal Year Disbursements
 July 2022 through June 2023

Type	Date	Num	Name	Memo	Clr	Split	Credit
CalPERS							
Check	08/18/2022		CalPERS	GASB Report	X	Auditor Report ...	350.00
Check	08/18/2022		CalPERS	Unfunded Lia...	X	PERS Unfunde...	5,770.00
Check	09/23/2022		CalPERS	Unfunded Lia...	X	PERS Unfunde...	199.69
Total CalPERS							6,319.69
CSDa							
Check	02/01/2023		CSDa	2023 member...	X	Membership D...	541.00
Total CSDa							541.00
GREG JAMES							
Check	04/05/2023		GREG JAMES	MARCH 2023	X	LEGAL FEES -...	787.50
Check	05/18/2023		GREG JAMES	APRIL 2023	X	LEGAL FEES -...	577.50
Check	06/30/2023		GREG JAMES	mAY 2023	X	LEGAL FEES -...	87.50
Check	06/30/2023		GREG JAMES	JULY 2023	X	LEGAL FEES -...	175.00
Total GREG JAMES							1,627.50
Lorinda Beatty							
Check	08/18/2022		Lorinda Beatty	Notice of Vac...	X	Advertising an...	342.00
Check	08/18/2022		Lorinda Beatty	Post Office B...	X	Office Supplies	2.16
Check	08/18/2022		Lorinda Beatty	October 1, 20...	X	Secretarial	903.67
Check	03/16/2023		Lorinda Beatty		X	Secretarial	1,956.37
Check	03/16/2023		Lorinda Beatty		X	Secretarial	380.40
Check	04/05/2023		Lorinda Beatty	MARCH 2023	X	Secretarial	849.70
Check	05/18/2023		Lorinda Beatty	APRIL 2023	X	Secretarial	228.65
Check	06/30/2023		Lorinda Beatty	MAY 2023	X	Secretarial	96.33
Check	06/30/2023		Lorinda Beatty	JUNE 2023	X	Secretarial	391.38
Total Lorinda Beatty							5,150.66
Mono County							
Check	04/30/2023		Mono County	2023 Property...	X	Admin Fee - Pr...	2,318.00
Total Mono County							2,318.00
Owens Valley Mosquito Abatement Program							
Check	01/06/2023		Owens Valley Mosq...		X	Contract - Own...	32,500.00
Check	04/05/2023		Owens Valley Mosq...	JAN - JUNE 2...	X	Contract - Own...	32,500.00
Total Owens Valley Mosquito Abatement Program							65,000.00
SDRMA							
Check	08/18/2022		SDRMA	Liability Insur...	X	Insurance Exp...	2,824.92
Total SDRMA							2,824.92
The Sheet							
Check	08/18/2022		The Sheet	Notice of Vac...	X	Advertising an...	168.00
Total The Sheet							168.00
TOTAL							83,949.77

MOTH LAKES MOSQUITO ABATEMENT DIST
BUDGET - 22023-2024

<u>REVENUE</u>	<u>BUDGET</u>
Secure	\$ 129,000.00
Unsecure	
Unitary	
Interest	
HOPTR	\$ -
Excess ERAF Distribution	
Prior Year Net Income	\$ 40,671.00
TOTAL REVENUE	\$ 169,671.00

<u>EXPENDITURES</u>	<u>BUDGET</u>
Administrative Fee	\$ 3,500.00
Contract - Owens Valley MAP	\$ 70,000.00
Liability Insurance	\$ 3,500.00
Secretarial	\$ 10,000.00
Auditor Fee	\$ 500.00
Office Expenses/Equipment	\$ 250.00
PERS Unfunded Liability	\$ 7,000.00
Membership Dues	\$ 1,000.00
Contingency	\$ 1,000.00
Reserves - Emergency/Unexpected	\$ 62,921.00
Legal FEES - ANNEXATION	\$ 10,000.00
TOTAL EXPENDITURES	\$ 169,671.00

Mammoth Lakes Mosquito Abatement District
Balance Sheet
As of June 30, 2024

	Jun 30, 24
ASSETS	
Current Assets	
Checking/Savings	
Mono County GL	208,311.64
Total Checking/Savings	208,311.64
Total Current Assets	208,311.64
TOTAL ASSETS	208,311.64
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	153,783.75
Retained Earnings	62,236.65
Net Income	-7,708.76
Total Equity	208,311.64
TOTAL LIABILITIES & EQUITY	208,311.64

Mammoth Lakes Mosquito Abatement District
Profit & Loss
July 2023 through June 2024

	Jul '23 - Jun 24
Ordinary Income/Expense	
Expense	
Auditor Report - GASB	350.00
Insurance Expense	2,882.81
LEGAL FEES - ANNEXATION	337.50
Office Supplies	94.00
PERS Unfunded Liability	3,788.00
Secretarial	256.45
Total Expense	7,708.76
Net Ordinary Income	-7,708.76
Net Income	-7,708.76

MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT
BUDGET - 22023-2024
8/31/2023

<u>REVENUE</u>	<u>BUDGET</u>	Jul	Aug	Year to Date 8/31/2023	Remaining Over (Under)
Secure	\$ 129,000.00			-	129,000.00
Unsecure				-	-
Unitary				-	-
Interest				-	-
HOPTR	\$ -				
Excess ERAF Distribution				-	-
Prior Year Net Income	\$ 40,671.00			-	40,671.00
TOTAL REVENUE	\$ 169,671.00	-	-	-	169,671.00

<u>EXPENDITURES</u>	<u>BUDGET</u>				(Over) Under
Administrative Fee	\$ 3,500.00			-	3,500.00
Contract - Owens Valley MAP	\$ 70,000.00			-	70,000.00
Liability Insurance	\$ 3,500.00	2,882.81		2,882.81	617.19
Secretarial	\$ 10,000.00	256.45		256.45	9,743.55
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			-	1,000.00
Contingency	\$ 1,000.00			-	1,000.00
Reserves - Emergency/Unexpected	\$ 62,921.00			-	62,921.00
Legal FEES - ANNEXATION	\$ 10,000.00	337.50		337.50	9,662.50
TOTAL EXPENDITURES	\$ 169,671.00	7,708.76	-	7,708.76	161,962.24

Total	Revenue	-
	Expenses	7,708.76
	<u>Net Inc.</u>	<u>(7,708.76)</u>

AGREEMENT BETWEEN THE MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT AND LORINDA BEATTY FOR THE PROVISION OF SECRETARIAL AND BOOKKEEPING SERVICES

INTRODUCTION

WHEREAS, the Mammoth Lakes Mosquito Abatement District (hereinafter referred to as “District”), may from time-to-time have the need for the secretarial and bookkeeping services of Lorinda Beatty (hereinafter referred to as “Contractor”), 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

During the term of this Agreement, Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the District described in the Attachment A Scope of Work.

The District makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the District under this Agreement. The District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the District should have some need for such services or work during the term of this Agreement.

2. TERM AND EXTENSION

The term of this Agreement shall be from July 1, 2023 through June 30, 2024, unless sooner terminated as provided below. Except to the extent (if any) otherwise provided in this Agreement, the term of this Agreement will be automatically extended for successive one-year periods (subject to the “Termination” provisions in paragraph 6 below), on the same terms and conditions as in effect immediately prior to the then-current expiration date, unless either party gives the other notice of non-extension at least 30 days before the then-current expiration date

3. CONSIDERATION

A. Compensation. The District shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment B, attached hereto and by reference incorporated herein) for the services and work described in any Scope of Work Letter issued pursuant to this Agreement.

B. Travel and Per Diem. Except as otherwise set forth in Attachment B, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the District under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the District any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. Neither the total sum of all payments made by the District to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the District to Contractor for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$10,000, total, in any twelve-month period (hereinafter referred to as "Contract Limit"). The District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the District, on a monthly basis, an itemized statement of all services and work done at the District's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the District shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the District determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the District shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, the District will not withhold any federal or state income taxes or social security from any payments made by the District to Contractor under the terms and conditions of this Agreement.

(2) The District shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand fifteen hundred dollars (\$1,500.00).

(3) Except as set forth above, the District has no obligation to withhold any taxes or payments from sums paid by the District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The District has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by the District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

4. DISTRICT PROPERTY

A. Personal Property of the District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the District.

5. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the District, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and the District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to the District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of the District.

6. TERMINATION

This Agreement may be terminated by the District without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days' written notice of such intent to cancel. In either event, the District shall pay Contractor for services and work satisfactorily performed by Contractor before delivery of the District's cancellation notice. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to the District.

7. ASSIGNMENT

This is an agreement for the services of Contractor. The District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the District.

8. DEFAULT

If Contractor abandons the work, or fails to proceed with the work and services requested by the District in a timely manner, or fails in any way as required to conduct the work and services as required by the District, the District may declare Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

9. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 13 below.

10. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

11. FUNDING LIMITATION

The ability of the District to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the District has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 13 below.

12. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

13. AMENDMENT

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

14. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if provided below), to the respective parties as follows:

Mammoth Lakes Mosquito Abatement District:
Stephen Ganong
PO Box 1943
Mammoth Lakes, CA 93546

Contractor:
Lorinda Beatty
154 S. Landing Road
Crowley Lake, CA 93546
lorindabeatty@gmail.com

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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

**MAMMOTH LAKES MOSQUITO
ABATEMENT DISTRICT**

CONTRACTOR:

By: _____

By: _____

Name: Stephen Ganong

Name: Lorinda Beatty

Title: President, Board of Trustees

Date: _____

Date: _____

ATTACHMENT A

AGREEMENT BETWEEN THE MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT AND LORINDA BEATTY FOR THE PROVISION OF SECRETARIAL AND BOOKKEEPING SERVICES

TERM:

FROM: July 1, 2023

TO: June 30, 2024

SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, research, transportation, taxes, and cover all other costs required to perform secretarial and bookkeeping services for the Mammoth Lakes Mosquito Abatement District.

ATTACHMENT B

AGREEMENT BETWEEN THE MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT AND LORINDA BEATTY FOR THE PROVISION OF SECRETARIAL AND BOOKKEEPING SERVICES

TERM:

FROM: July 1, 2023

TO: June 30, 2024

SCHEDULE OF FEES:

The Mammoth Lakes Mosquito Abatement District shall pay Contractor for services and work performed under this Agreement at the rate as follows:

\$70 Per Hour

WEEKLY REPORT

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM ◦ MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT

WEEK 35: AUGUST 27 TO SEPTEMBER 2, 2023

PAST WEEK'S TREATMENT SUMMARY

Mosquito larvacide surveillance and treatments continue to be made as needed throughout the Owens Valley and the high country including the Mammoth Lakes District. Larvacide applications were applied in the north and northeast pastures near Bishop. Significant efforts have been made to mitigate larval finds in the Warm Springs road area and the Yribarren Ranch. Treatments have gone out north and east of Big Pine including Klondike Lake this week. Treatments were also applied along the Owens River and Calvert Slough areas near Aberdeen. Treatments were also made east of Independence and south of Lone Pine along with the Diaz Lake area.

The Owens River out of Pleasant Valley has gone down and is holding steady at around 300 cfs. This allows us to access more of the mosquito breeding areas and gain better control of the mosquito larvae.

The Lower Owens River Project water flows have receded down to 50 cfs at the intake. OVMAP staff are still monitoring this and making larvacide applications as necessary.

ULV fog treatments were performed in the Dixon Lane, Bear Creek, Glenwood and Highlands mobile home parks, Laws Museum and the Yribarren Ranch areas this week.



Photo on the left is a ULV fog treatment inside the Tri-County fairgrounds from this morning, on the right are the five mosquito pool samples that were sent out this week for disease testing.



Report Prepared by:

Owens Valley Mosquito Abatement Program and Mammoth Lakes Mosquito Abatement District

Administered by Inyo and Mono Counties Agricultural Commissioner's Office

1360 N. Main St. Rm 230, Bishop, CA, 93514

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ENCEPHALITIS VECTOR SURVEY (EVS) TRAP COLLECTION RESULTS

	<i>Culex tarsalis</i>	<i>Culex erythrothorax</i>	<i>Anopheles freebornii</i>	<i>Anopheles franciscanus</i>	<i>Aedes melanimon</i>	<i>Aedes nigromaculis</i>	<i>Aedes increpitus</i>	<i>Aedes Tahoensis</i>	<i>Culiseta inornata</i>	<i>Culiseta incidens</i>	TOTAL
Mammoth Lakes (Tamarack)	No Mosquitos Detected										0
Mammoth Lakes (Snowcreek)	3	0	0	0	0	0	0	1	0	0	4
Bishop (Bear Creek)	9	0	0	0	0	0	0	0	0	0	9
Bishop (Williams Creek)	191	1	1	0	33	0	0	0	1	0	227
Bishop (Van Loon)	No Mosquitos Detected										0
Bishop (Airport Road)	5	0	0	0	1	0	0	0	0	0	6
Big Pine (Klondike Lake)	1	0	0	0	0	0	0	0	0	0	1
Big Pine (Rolling Green)	0	0	0	0	1	0	0	0	0	0	1
Big Pine (Big Pine Creek)	138	0	0	0	0	0	0	0	0	0	138
Tinemaha	No Mosquitos Detected										0
TOTAL	347	1	1	0	35	0	0	1	1	0	386

ANALYSIS OF COLLECTION RESULTS

EVS traps were positioned along the north district run (Mammoth Lakes to Tinemaha) this week. All ten traps set ran well with no malfunctions. Adult mosquito abundance has decreased for the north district runs this week. The total amount of mosquitoes collected was 386 compared to 715 on the last north run, 2 weeks ago. Most of the mosquitoes came from the Bishop Williams Creek trap, collecting a variety of 4 different *genus* and 5 different *species* containing: 191 *Culex tarsalis*, 1 *Culex erythrothorax*, 1 *Anopheles freeborni*, 33 *Aedes melanimon* and 1 *Culiseta inornata*. The Big Pine Creek trap caught 138 *Culex tarsalis*. Bear Creek in Bishop produced 9 *Culex tarsalis*. Airport Road had 5 *Culex tarsalis* and 1 *Aedes melanimon*. Snowcreek from Mammoth picked up 3 *Culex tarsalis* and 1 *Aedes tahoensis*. Both the Big Pine Rolling Green and Klondike Lake traps only caught 1 *Culex tarsalis* each. No mosquitoes had been detected in any of the remaining EVS traps.

The BG Sentinel traps collected mosquitoes this week. The Mammoth Lakes BGS trap collected 9 *Culex tarsalis*, and 1 *Culiseta inornata*. Bishop caught 60 *Culex tarsalis* 3 *Anopheles freeborni* and 1 *Aedes melanimon*. Big Pine had 45 *Culex tarsalis* and 6 *Anopheles freeborni*. Independence picked up 9 *Culex tarsalis*. Lone Pine came in with 46 *Culex tarsalis*. No invasive *Aedes* species were detected.

Staff set out adult mosquito EVS traps on the Owens Dry Lake this week which did not produce any mosquitoes.

Next week, EVS traps will be deployed along the south district run from (Aberdeen to Cartago).

DISEASE TESTING SUMMARY

OVMAP sent out 5 Mosquito Pool Samples to be tested for disease last week. All samples tested negative for (WNV), Saint Louis encephalitis virus (SLEV) and Western equine encephalitis (WEE) except for the sample in the middle, it tested positive for **West Nile virus**. The sample was collected north of Bishop near Williams creek.

9:57 AM

Mammoth Lakes Mosquito Abatement District

09/02/23

Fiscal Year Disbursements

Accrual Basis

July 1 through September 2, 2023

Type	Date	Num	Name	Memo	Clr	Split	Credit
CalPERS							
Check	07/10/2023		CalPERS	FY 2023 2024	X	PERS Unfunde...	3,788.00
Check	07/10/2023		CalPERS	FY 2023 2024	X	Auditor Report ...	350.00
Total CalPERS							4,138.00
GREG JAMES							
Check	07/10/2023		GREG JAMES	JULY	X	LEGAL FEES -...	337.50
Total GREG JAMES							337.50
Lorinda Beatty							
Check	07/10/2023		Lorinda Beatty	PO BOX REI...	X	Office Supplies	94.00
Check	07/10/2023		Lorinda Beatty	JULY 2023	X	Secretarial	256.45
Total Lorinda Beatty							350.45
SDRMA							
Check	07/10/2023		SDRMA	LIABILITY IN...	X	Insurance Exp...	2,882.81
Total SDRMA							2,882.81
TOTAL							7,708.76