COOPERATIVE AGREEMENT BETWEEN THE MAMMOTH LAKES FIRE PROTECTION DISTRICT AND THE TOWN OF MAMMOTH LAKES

THIS COOPERATIVE AGREEMENT ("Agreement") made as of July 2, 2025, is entered by and between the Mammoth Lakes Fire Protection District ("MLFPD"), a California special district, and the Town of Mammoth Lakes ("TOML"), an incorporated town in Mono County, California.

RECITALS

Whereas, both MLFPD and TOML encompass primarily the same territory, serve the same constituents, and share the same concerns regarding prevention of a major forest fire and the preservation of a healthy environment, and

Whereas, MLFPD and TOML have and will continue to work collaboratively to provide resources and access to TOML properties to provide training opportunities for staff in furtherance or the parties' shared goals regarding fire prevention; and

Whereas, MLFPD maintains resources and all necessary equipment to perform prescription burning and wildland fuel reduction tasks (Fire Reduction Services) within and adjacent to the community of Mammoth Lakes, and has cooperated with TOML in the past and performed wildland fuel reduction work on public property under TOML's control and on other private, State, and Federal property in and adjacent to the town limits of the TOML where it serves a benefit to the protection of the residents and property in the community of Mammoth Lakes; and

Whereas, the parties seek to enter into this Cooperative Agreement to more clearly define the responsibilities, scope, and methods of reimbursement for the Fire Reduction Services performed by MLFPD on TOML property or, in cooperation with the TOML, on private, State, or Federal land where there is a benefit to the protection of the community.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, and which consideration expressly includes the mutual promises and covenants set forth herein, the parties agree as follows:

1. MLFPD agrees to perform Fire Reduction Services approved by TOML on property owned by TOML, within TOML's right of way, or on private, State, or Federal property in or adjacent to town limits where there is a benefit to the protection of the community and the consent of the landowner has been obtained. Requests by TOML to MLFPD to perform under this Agreement will be made by the Town Manager, or an authorized representative thereof. Such Fire Reduction Services include, but are not limited to, the creation and maintenance of fuel breaks around the perimeter of town and along key corridors, fuels reduction work to interrupt the continuity of fuels in key strategic or geographical areas where wildfire would spread rapidly, and fuels reduction work for individual parcel owners who need assistance in getting the work done or are in a high-risk area. TOML agrees to pay MLFPD $200,000 for the implementation of Fire Reduction Services, not including personnel expenses for regular year-round MLFPD personnel.

2. MLFPD agrees to furnish TOML Town Manager or his/her designee a summary report of the work accomplished and, if requested by TOML, to be presented to the TOML's Town Council by MLFPD at the conclusion of the 2025 Fuels Reduction assignment which typically runs through October.

3. MLFPD shall track expenditures related to the monies provided by TOML and an accounting of such expenditures shall be provided to TOML at the end of the 2025 assignment including a description with maps of the work performed, resources utilized, and hours worked.

4. The loan and use of any TOML-owned equipment or vehicles to MLFPD for Fire Reduction Services in this Agreement shall be covered by separate Agreement(s) between TOML and MLFPD for the specific equipment and/or vehicles.

5. Nothing in this Agreement shall create a joint venture, nor shall anything in this Agreement be deemed to create an employment relationship between MLFPD and TOML, or between a party's employees and the other party. MLFPD shall be solely responsible for the supervision of MLFPD resources and equipment. Each party shall be responsible for all costs of employment and compliance with all applicable employment laws, as well as taxes and withholding requirements under state and federal law for its own employees.

6. This Agreement will become effective on the date of approval by both MLFPD and TOML and will remain in effect through December 31, 2025. Both MLFPD and TOML will have an opportunity to review the progress of such Agreement and, if necessary, mutually agree to renew, continue, amend, or dissolve such Agreement.

7. At any time during this Agreement, MLFPD or TOML may cancel this Agreement, provided that the party wishing to cancel the Agreement gives the other party thirty (30) days written notice.

8. MLFPD and TOML shall each procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

9. Where necessary, TOML shall provide access to TOML owned properties to the MLFPD resources, equipment, and supervising personnel for the purposes addressed herein.

10. TOML agrees to defend, indemnify, and hold MLFPD and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from the performance of this Agreement to the extent such claims, damage, liability or costs are caused by TOML's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of TOML's agents or anyone acting on behalf of, or at the direction of, TOML.

MLFPD agrees to defend, indemnify, and hold TOML and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from the performance of this Agreement to the extent such claims, damage, liability or costs are caused by MLFPD's negligent acts, errors, or omissions or by the negligent acts, errors, or omissions of MLFPD's agents or anyone acting on behalf of, or at the direction of, MLFPD.

11. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, made a part of the Agreement, and signed by both parties. The execution of any amendment shall be authorized and signed in the same manner as the approval of this Agreement.

12. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

13. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. This Agreement is to be governed by and construed in accordance with the laws of the State of California.

15. This Agreement contains the entire agreement of the parties with respect to Fire Reduction Services and shall supersede and replace any and all prior agreements or understandings regarding MLFPD's provision of Fire Reduction Services. 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 executed in writing by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands, effective as of the date last set forth below.

Town of Mammoth Lakes

Agreed to:

By: _____
Rob Patterson, Town Manager

_____
Date

Mammoth Lakes Fire Protection District

Agreed to:

By: _____
Ales Tomaier, Fire Chief

_____
Date

Reviewed as to Form:

_____
Andrew Morris
Town Legal Counsel

_____
Date

_____
Jeff Hughes
Fire District Legal Counsel

_____
Date

TOML'S address for giving notice:
Town Of Mammoth Lakes
437 Old Mammoth Rd, Suite 230
PO Box 1690
Mammoth Lakes, CA 93546
760-965-3600

MLFPD'S address for giving Notice
Mammoth Lakes Fire Protection District
3150 Main St
PO Box 5
Mammoth Lakes, CA 93546
760-934-2300