Town of Mammoth Lakes
P.O. Box 1609, Mammoth Lakes, CA, 93546
(760) 965-3600
www.townofmammothlakes.ca.gov

July 16, 2025

Laura Beardsley, Executive Director
Whitebark Institute
PO Box 182
Mammoth Lakes, CA 93546

Re: Letter Agreement with Whitebark Institute for Emergency Wildfire Mitigation Investment

Dear Laura,

PARTIES: This letter shall be our agreement ("Letter Agreement") regarding emergency wildfire mitigation efforts described below ("Services") to be provided by Whitebark Institute, a California nonprofit corporation with its primary place of business at 3399 Main Street, Suite W5 (P.O. Box 182) Mammoth Lakes, CA 93546 ("Contractor") and the Town of Mammoth Lakes, P.O. Box 1609 Mammoth Lakes, CA 93546 ("Town") regarding the provision of financial resources to Whitebark by the Town for the purposes stated herein.

SERVICES; SCHEDULE OF PERFORMANCE: Contractor will provide wildfire mitigation implementation and forest health activities under the Eastern Sierra Climate & Communities Resilience Project (ESCCRP). The funds shall be used to ensure that high-priority fuel reduction activities can proceed to mitigate wildfire risk near the Town of Mammoth Lakes to protect housing, facilities, infrastructure, and recreation amenities. Contractor shall expend or commit all Town funds by November 1, 2027, provided that unexpended funds shall be committed to projects occurring in 2028 and shall be expended by November 1, 2028. The core project capacity for ESCCRP that will be augmented by these funds includes the following activities supporting implementation and project readiness:

- Direct implementation activities such as mechanized and hand thinning, pile construction, chipping, and/or prescribed fire.
- Planning, permitting, and project management work required to identify and prepare units for treatment.
- Management of contracts and coordination with contractors and field teams.
- Monitoring progress and performance of field teams and reporting.
- Assign and adjust unit prioritization of treatment units based on evolving parameters.

Contractor shall prioritize the use of funds provided by Town hereunder on fuel reduction activities in the high-priority acres surrounding the Town of Mammoth Lakes community that pose the

highest risk to the town including vital recreation amenities, which are depicted in the illustration below.



Notwithstanding the foregoing, Contractor may allocate the Town's investment toward other priority units within the ESCCRP footprint that provide direct benefit to the Town of Mammoth Lakes. Unit selection will remain consistent with ESCCRP landscape prioritization and be coordinated with Inyo National Forest and other stakeholders.

The funding is intended to support wildfire mitigation work as early as the 2025 field season but may also support activities that extend into the 2026 and 2027 seasons depending on timing of reimbursement, project readiness, and treatment windows.

DELIVERABLES AND REPORTING: Contractor will provide a summary report on the utilization of these funds during an annual presentation to the Town Council that includes:

- Summary of how funds were utilized across direct implementation and organizational capacity.
- Treated acres and locations.
- Description of work performed.

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TERM. The term of this Agreement shall be from **the date of execution** and continue until all funds provided by Town are exhausted or this Agreement is terminated by Town. Contractor shall commence work on the high-priority acres as soon as practicable with the intent of

accelerating wildfire mitigation work within the ESCCRP. The Town retains termination rights to this Letter Agreement as provided herein.

STANDARD OF CARE: Contractor shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws.

COMPENSATION: Town will provide a one-time lump sum payment of $610,000 to Contractor, paid within two weeks of execution of the agreement.

INSURANCE: Contractor shall provide proof of commercial general liability and automobile insurance to the Town in amounts and with policies, endorsements and conditions acceptable to the Town. If Contractor is an employer or otherwise hires one or more employees during the term of this Agreement, Contractor 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 the Contractor, 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 the Contractor'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 the Contractor's insurance and shall not be called upon to contribute with it in any way. If Contractor maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

RETURN OF FUNDS: If, as of November 1, 2027, Contractor, has not either fully expended or committed all funds received from Town to 2028 projects, Contractor shall provide a written update to Town's Town Council outlining expenditures to date, work completed, and the intended plan for remaining funds. At any time following November 1, 2027, Town may require Contractor to return some or all of the remaining unexpended or uncommitted funds, and Contractor shall promptly return such funds to Town.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor 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 Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor'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. Contractor'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: Contractor 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, and shall possess any valid California contractor's license(s) necessary for the performance of the Services. By executing this Letter Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens. Contractor 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 Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. By its signature hereunder, Contractor 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, Contractor 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, Contractor 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. Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor 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: Contractor 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:

_____
Rob Patterson
Town Manager

Attest:

_____
Jamie Gray
Town Clerk

CONTRACTOR

Reviewed and Accepted by Contractor

_____
Signature

Laura Beardsley
Executive Director

_____
Date