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In consideration of the mutual obligation set forth herein, the Marin/Sonoma Mosquito and Vector Control District (MSMVCD), and the City of Santa Rosa (City), agree as follows:

1. This agreement shall be effective beginning July 1, 2025, and continue through June 30, 2029.
2. MSMVCD shall, under contract cost, provide necessary mosquito surveillance and control related to recycled water irrigation on all properties under agricultural irrigation agreements with City, from the seasonal onset of recycled water irrigation, until the termination of recycled water irrigation and on any standing water that persists as a result of irrigation. City will provide MSMVCD with a list of all such properties.
3. MSMVCD staff shall inform the City regarding opportunities to achieve mosquito control through public relations and education, source reduction, and biological methods.
4. MSMVCD may assist and work collaboratively with the City on field projects related to recycled water irrigation on all properties under agricultural irrigation agreements with City that will achieve mosquito control through source reduction. This type of project work may involve the use of MSMVCD equipment such as an excavator, Argo, or Snow Cat. MSMVCD may participate in such collaborative projects based on pertinence to mosquito control, staff, and equipment availability.
5. MSMVCD shall invoice the City quarterly and the City agrees to pay each invoice in full for the materials (larvicides and/or adulticides) used for mosquito control on lands irrigated with the City's recycled water. The total annual cost for materials shall not exceed seventeen thousand four hundred dollars (\$17,400) per fiscal year (July 1 through June 30).
6. MSMVCD shall invoice the City quarterly and the City agrees to pay each invoice in full for equipment and labor pertaining to mosquito surveillance and control on lands irrigated with the City's recycled water. The total annual cost for labor and equipment shall not exceed fifty-five thousand dollars (\$55,000) per fiscal year.
7. Changes to the services or the not to exceed amounts set forth above shall be by written amendment to this Agreement prior to any changes in the services or the not to exceed amounts.
8. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, administrative proceedings, regulatory proceedings, damages, causes of action, liability, costs or expenses arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9. As to any actions, claims, damages, or expenses that may be asserted by any third party arising out of or in connection with the performance of this Agreement or arising out of any action, claim, lawsuit, or proceeding directly or indirectly attacking the validity of this Agreement (collectively "third party actions"), the parties agree to cooperate and provide a common defense to such third party actions. In the event of notification to either party of third party action(s), the parties shall meet and agree on the manner of providing defense and the equitable sharing of the cost thereof, including the allocation of any settlement or judgment.

10. This Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party of its intent to terminate the Agreement.

_____ Date: _____

_____ Date: _____

Daniel J Galvin III, Chair

Peter Bonkrude

Board of Public Utilities

District Manager

City of Santa Rosa

Marin/Sonoma Mosquito and Vector Control District

Approved as to Form



Office of the City Attorney

Please Sign - CSR 4 year Agreement LH 2025-2029_EH1

Final Audit Report

2025-06-10

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