SOLID WASTE FEE AGREEMENT
WITH THE TOWN OF MAMMOTH LAKES
FOR THE PERIOD OF JULY 1, 2023, THROUGH
JUNE 30, 2024

THIS AGREEMENT FOR COLLECTION OF SOLID WASTE FEES WITHIN THE TOWN OF MAMMOTH LAKES BY THE COUNTY OF MONO ("Agreement") is made and entered into by and between the County of Mono ("County") and the Town of Mammoth Lakes ("Town"):

RECITALS

WHEREAS, both the County and Town desire to provide solid waste services for their respective residents and businesses; and

WHEREAS, the County is authorized to provide solid waste disposal services pursuant to California Government Code Section 25830; and

WHEREAS, the Town is authorized to contract for solid waste disposal services pursuant to Public Resources Code, Section 49300; and

WHEREAS, the County presently maintains a Class III municipal solid waste disposal site at Benton Crossing which is available for use by residents and businesses of the Town through December 31, 2022; and

WHEREAS, the County has planned for and will carry out such actions which are necessary to close the Benton Crossing landfill in accordance with applicable law and regulation; and

WHEREAS, the County will continue to maintain a Class III construction and demolition waste disposal site at Pumice Valley Landfill which is available for use by residents and businesses of the Town; and,

WHEREAS, the County has in previous years, most recently by Resolution No. R22-049 adopted and imposed a fee schedule and program for solid waste disposal services provided to the residents and businesses of Mono County; and,

WHEREAS, the Town Council has previously agreed/consented to the imposition of such fees in the Town of Mammoth Lakes and is willing to continue to do so for the period set forth in this

agreement, based on the parties' mutual understanding that the County will by resolution or ordinance simply re-establish and extend the existing fees for the period of July 1, 2023, through June 30, 2024. Extension and re-establishment of the fees during the term of this agreement may include reductions to certain fees but will not impose new or increased fees that would be subject to Proposition 218.

CONTRACT PROVISIONS

NOW THEREFORE, BE IT RESOLVED, based upon the foregoing recitals, the parties to this Agreement hereto agree to the following:

1. The County agrees to continue to provide a class III construction and demolition waste disposal site at Pumice Valley Landfill (the "disposal site") for the use by residents and businesses of the Town and by those persons or entities franchised by the Town to provide disposal services to Town residents and businesses pursuant to Public Resources Code, Section 49300.

2. The County agrees that the disposal site shall meet all Federal, State, and local requirements, rules, and regulations, and that the County shall comply with the requirements of the California Government Code Section 25830.

3. The County agrees to continue to plan for and to commence implementation of closure of the Benton Crossing Landfill. This includes, but is not limited to, development of approved closure and post-closure plans, conducting all required environmental analysis and review, implementing and maintaining a long-term monitoring program at Benton Crossing Landfill and any other activity required by law or regulation to properly close the Landfill and provide for its long-term monitoring.

4. The Town consents to the County's re-establishment and extension, by resolution or ordinance, upon its residents and businesses a fee consistent with the schedule of fees adopted by the County in previous years, which may include a reduction of certain fees, pursuant to California Government Code, Section 25830 and in accordance with Public Resources Code, Section 49300.

5. The County agrees to assume primary responsibility for the collection of fees from Town residents and businesses through annual fees to be charged to identified lands within the incorporated limits of the Town, consistent with previous years.

6. The County shall place fee revenue within a designated 'Special Revenue Account' and shall disburse funds for purposes of Landfill Closure Funding, Landfill Post-closure Maintenance expenses, Known and Foreseeable Release Scenarios, and other environmental mandates associated with landfill activities.

8. The Town agrees to use its best efforts to cooperate with the County regarding the collection of the above-referenced fees from its residents and businesses.

9. Both the Town and the County agree that the County shall be responsible for the closure of its Benton Crossing Landfill and the provision of the disposal site for construction of demolition waste throughout the term of this Agreement, including, but not limited to environmental monitoring costs, closure and post-closure funding, setting fees, resident appeals of fees, and all site operations.

10. The County and Town agree that financing waste collection, processing, and disposal services to meet state mandates related to recycling and diversion of materials from landfill, provide for household hazardous waste collection, and support related services provided to Town and County residents by the Town of Mammoth Lakes assists the County in meeting solid waste services requirements. To support these services provided by the Town, the County agrees to remit forty percent (40%) of the fees collected in the Town of Mammoth Lakes to the Town. The remittance of the fees will be made based on the actual amounts collected by the County for Fiscal Year 23-24 and remitted to the Town within sixty (60) days of the close of the fiscal year.

11. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and indemnify the Town, its officers, agents, and employees from and against all suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or liability of any nature whatsoever arising by reason of, or incident to, the adoption and implementation of the solid waste disposal program as defined and outlined in this Agreement, including, but not limited to, any and all claims with respect to Proposition 13 and Proposition 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold harmless, and indemnify the Town, its officers, agents, and employees from and against any suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees) damages or liability of any nature whatsoever arising by reason of, or incident to, any

noncompliance of the solid waste program and its fees with Proposition 218, which was enacted by the voters in November of 1996.

12. Both parties agree and understand that the County intends to annually re-establish and extend the fee schedule previously imposed by Resolution No. R22-049, prior to July 1 of each year, without any increases, and intends to seek agreement from the Town for the re-establishment and extension of the fees within the Town limits, consistent with the requirements of Government Code Section 25830.

13. Both parties agree that fees may be established, billed, and collected on a monthly or annual basis, and may be billed and collected by the County Tax Collector as part of the regular County property tax billing system.

14. Both parties agree that this Agreement shall become effective upon execution by both the Town and the County.

15. The term of this Agreement shall be from July 1, 2023, through June 30, 2024.

16. In the event of a legal challenge to the fees, the Mono County Board of Supervisors agrees to use all legal means available to increase gate fees to reimburse the Town of Mammoth Lakes and/or the County for its legal and reimbursement fees, with the caveat that should the County decide to mount a legal defense in response to a challenge of such fees, that the Town will become a partner in that defense and will be able to influence and terminate its involvement in the defense. Mammoth Lakes agrees to use all legal means available to require its franchisee to continue to use the County's disposal site until such additional gate fees needed to cover the added financial obligation to the Town and/or County are satisfied, not to exceed five years from the date of the challenge(s), or some other mutually agreeable number of years.

17. The County agrees to provide the Town with any and all documents, reports, or other materials relative to the calculation of fees and the administration of the program contemplated herein as the Town may reasonably request.

18. The County and its officers, agents, and employees are independent contractors for the purposes of this Agreement. As such they shall have the rights and duties of independent contractors in providing services under this Agreement.

19. In the event of a dispute over the meaning of this Agreement or its performance, the aggrieved party shall notify County Counsel and the Town Attorney who shall thereupon make reasonable efforts to resolve the dispute. In the event that County Counsel and the Town Attorney do not resolve the dispute within 30 days after the notice specified, the parties shall each appoint two members of their governing bodies who shall attempt to resolve the dispute. Neither party shall file a legal action to enforce its Agreement prior to 60 days from the date the specified notice is mailed.

EXECUTION

This Agreement shall be deemed executed as of the date that it is approved by both the Mono County Board of Supervisors and the Mammoth Lakes Town Council.

COUNTY OF MONO:	APPROVED AS TO FORM:
_____	_____
Rhonda Dugan, Board Chair	County Counsel
TOWN OF MAMMOTH LAKES:	APPROVED AS TO FORM:
_____	_____
John Wentworth, Mayor	Andrew Morris, Town Attorney