



RESOLUTION NO. R09-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING IMPLEMENTATION OF A SOLID WASTE FEE
AGREEMENT WITH THE TOWN OF MAMMOTH LAKES
FOR FISCAL YEAR 2009 – 2010**

WHEREAS, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and,

WHEREAS, in past years the County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement/consent of the Town Council of the Town of Mammoth Lakes, against land in the Town; and,

WHEREAS, the Board intends by resolution to re-establish and extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218; and,

WHEREAS, the County wishes to re-establish a Solid Waste Fee Agreement with the Town of Mammoth Lakes for the 2009-2010 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the County does hereby authorize implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for the 2009-2010 fiscal year.

BE IT ALSO RESOLVED that the Director of Public Works (in consultation with County Counsel) is hereby authorized to execute such an agreement, said agreement to be in general

DRAFT

EXHIBIT 2

1 conformance with the terms and conditions identified in Attachment 1, "Solid Waste Fee Agreement
2 with the Town of Mammoth Lakes."

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4 **APPROVED AND ADOPTED** this 19th day of May, 2009, by the following vote of the Board of
5 Supervisors, County of Mono:

- 6 **AYES :**
- 7 **NOES :**
- 8 **ABSENT :**
- 9 **ABSTAIN :**

DRAFT

Bill Reid, Chair
Mono County Board of Supervisors

12 ATTEST:
13 DRAFT

Approved as to Form:
DRAFT

14 _____
Clerk of the Board

County Counsel

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**SOLID WASTE FEE AGREEMENT
WITH THE TOWN OF MAMMOTH LAKES
FOR FISCAL YEAR 2009–2010**

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 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. R08-25, 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 do so again based on the parties’ mutual understanding that the County will by resolution or ordinance simply re-establish and extend the existing fees for fiscal year 2009-2010 and 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:

ATTACHMENT 1

- 1 1. The County agrees to continue to provide a solid waste disposal site for the use by residents and
2 businesses of the Town and by those persons or entities franchised by the Town to provide
3 disposal services to Town residents and businesses pursuant to Public Resources Code, Section
4 49300.
- 5 2. The County agrees that there shall be no significant decrease in the level of services provided at
6 the solid waste disposal site.
- 7 3. The County agrees that the solid waste disposal site shall meet all Federal, State, and local
8 requirements, rules, and regulations, and that the County shall comply with the requirements of
9 the California Government Code Section 25830.
- 10 4. The Town consents to the County's re-establishment and extension, by resolution or ordinance,
11 upon its residents and businesses a fee consistent with the schedule of fees adopted by the
12 County in previous years, and pursuant to California Government Code, Section 25830 and in
13 accordance with Public Resources Code, Section 49300.
- 14 5. The County agrees to assume primary responsibility for the collection of fees from Town
15 residents and businesses through annual fees to be charged to identified lands within the
16 incorporated limits of the Town, consistent with previous years.
- 17 6. The Town agrees to use its best efforts to cooperate with the County regarding the collection of
18 the above-referenced fees from its residents and businesses.
- 19 7. Both the Town and the County agree that the County shall bear primary administrative
20 responsibility for provision of solid waste disposal services, including, but not limited to
21 environmental monitoring costs, closure and post-closure funding, setting fees, resident appeals
22 of fees, and all site operations.
- 23 8. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and
24 indemnify the Town, its officers, agents, and employees from and against all suits and cause of
25 action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or
26 liability of any nature whatsoever arising by reason of, or incident to, the adoption and
27 implementation of the solid waste disposal program as defined and outlined in this Agreement,
28 including, but not limited to, any and all claims with respect to Proposition 13 and Proposition

ATTACHMENT 1

1 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold
2 harmless, and indemnify the Town, its officers, agents, and employees from and against any
3 suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees)
4 damages or liability of any nature whatsoever arising by reason of, or incident to, any
5 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted
6 by the voters in November of 1996.

7 9. Both parties agree and understand that the County shall re-establish and extend the fee schedule
8 previously imposed by Resolution No. R08-25, prior to July 1, 2009, and that such fee setting
9 shall be consistent with the requirements of Government Code Section 25830.

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

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

15 12. The term of this Agreement shall be for a period of one year commencing on or retroactive to
16 July 1, 2009 and ending June 30, 2010. Except as specified in paragraph 16 herein, this
17 Agreement may be terminated without cause by either party upon 90 days written notice to the
18 other party.

19 13. The Mono County Board of Supervisors agrees to use all legal means available to increase gate
20 fees to reimburse the Town of Mammoth Lakes and/or the County for its legal and
21 reimbursement fees regarding challenges to Proposition 218, with the caveat that should the
22 County decide to mount a legal defense in response to a challenge of such fees, that the Town
23 will become a partner in that defense and will be able to influence and terminate its involvement
24 in the defense. In addition, the Town of Mammoth Lakes agrees to use all legal means available
25 to require its franchisee to continue to use the Benton Crossing Landfill until such additional
26 gate fees needed to cover the added financial obligation to the Town and/or County are
27 satisfied, not to exceed five years or some other mutually agreeable number of years.
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ATTACHMENT 1

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

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

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

14 **EXECUTION**

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

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18 COUNTY OF MONO:

APPROVED AS TO FORM:

19 DRAFT

DRAFT

20 _____
Public Works Director

County Counsel

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22 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

23 DRAFT

DRAFT

24 _____
Mayor

Town Attorney