

1 **CONTRACT PROVISIONS**

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

- 4
- 5 1. The County agrees to continue to provide a solid waste disposal site for the use by residents and
6 businesses of the Town and by those persons or entities franchised by the Town to provide
7 disposal services to Town residents and businesses pursuant to Public Resources Code, Section
8 49300.
- 9 2. The County agrees that there shall be no significant decrease in the level of services provided at
10 the solid waste disposal site, except that if the County should be unable to continue operations at
11 the site due to the actions or decisions of the site owner.
- 12 3. The County agrees that the solid waste disposal site shall meet all Federal, State, and local
13 requirements, rules, and regulations, and that the County shall comply with the requirements of
14 the California Government Code Section 25830.
- 15 4. The Town consents to the County's re-establishment and extension, by resolution or ordinance,
16 upon its residents and businesses a fee consistent with the schedule of fees adopted by the
17 County in previous years, which may include a reduction of certain fees, pursuant to California
18 Government Code, Section 25830 and in accordance with Public Resources Code, Section
19 49300.
- 20 5. The County agrees to assume primary responsibility for the collection of fees from Town
21 residents and businesses through annual fees to be charged to identified lands within the
22 incorporated limits of the Town, consistent with previous years.
- 23 6. The Town agrees to use its best efforts to cooperate with the County regarding the collection of
24 the above-referenced fees from its residents and businesses.
- 25 7. Both the Town and the County agree that the County shall be responsible for the provision of
26 solid waste disposal services throughout the term of this Agreement, including, but not limited
27 to: environmental monitoring costs: closure and post-closure funding: setting fees: resident
28 appeals of fees: and all site operations.

- 1 8. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and
2 indemnify the Town, its officers, agents, and employees from and against all suits and cause of
3 action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or
4 liability of any nature whatsoever arising by reason of, or incident to, the adoption and
5 implementation of the solid waste disposal program as defined and outlined in this Agreement,
6 including, but not limited to, any and all claims with respect to Proposition 13 and Proposition
7 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold
8 harmless, and indemnify the Town, its officers, agents, and employees from and against any suits
9 and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees)
10 damages or liability of any nature whatsoever arising by reason of, or incident to, any
11 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted
12 by the voters in November of 1996.
- 13 9. Both parties agree and understand that the County shall annually re-establish and extend the fee
14 schedule previously imposed by Resolution No. R14-40, prior to July 1 of each year, without any
15 increases, and that such fee setting shall be consistent with the requirements of Government
16 Code Section 25830.
- 17 10. Both parties agree that fees may be established, billed, and collected on a monthly or annual
18 basis, and may be billed and collected by the County Tax Collector as part of the regular County
19 property tax billing system.
- 20 11. Both parties agree that this Agreement shall become effective upon execution by both the Town
21 and the County.
- 22 12. The term of this Agreement shall be for a period of five years commencing on or retroactive to
23 July 1, 2015 and ending June 30, 2020.
- 24 13. The Mono County Board of Supervisors agrees to use all legal means available to increase gate
25 fees to reimburse the Town of Mammoth Lakes and/or the County for its legal and
26 reimbursement fees regarding challenges pursuant to Proposition 218, with the caveat that
27 should the County decide to mount a legal defense in response to a challenge of such fees, that
28 the Town will become a partner in that defense and will be able to influence and terminate its
involvement in the defense. In the event of such a legal challenge, the Town of Mammoth Lakes

1 agrees to use all legal means available to require its franchisee to continue to use the Benton
2 Crossing Landfill until such additional gate fees needed to cover the added financial obligation to
3 the Town and/or County are satisfied, not to exceed five years from the date of the challenge(s),
4 or some other mutually agreeable number of years.

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

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

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

18 **EXECUTION**

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

21
22 COUNTY OF MONO:

APPROVED AS TO FORM:

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24 _____
25 Public Works Director


_____ County Counsel


26
27 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

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Mayor



Town Attorney