

MEMORANDUM OF UNDERSTANDING
SUNSHINE CANYON LANDFILL COMMUNITY ADVISORY COMMITTEE
FUNDING AGREEMENT

This Memorandum of Understanding (MOU) is entered into by and between the Sunshine Canyon Landfill Community Advisory Committee (CAC) and Browning-Ferris Industries of California, Inc. (BFIC), the owner and operator of the Sunshine Canyon Landfill (Landfill).

This MOU is made with reference to the following Recitals:

Recitals

WHEREAS, Conditional Use Permit 86-312 for the Sunshine Canyon Landfill required that BFIC contribute funding, not to exceed \$11,000 per year beginning in 1996 to the CAC for the retention of independent experts, meeting certain qualifications, as consultants to advise the CAC regarding CAC matters; and

WHEREAS, the Implementation and Monitoring Program for Revised Conditional Use Permit 00-194-(5) (IMP), section IX (see Appendix A), replaces the aforesaid condition in 2007, and requires that BFIC contribute funding, not to exceed \$20,000 per year, to the CAC to retain independent experts as consultants to advise the CAC regarding CAC matters; and

WHEREAS, although the CAC has not retained independent consultants to advise the CAC annually on a consistent basis through the years, the Parties wish to clearly memorialize BFIC's obligations to make future contributions to the CAC for the retention of independent consultants; and

WHEREAS, the Parties also wish to set forth the Landfill's future obligation to pay for CAC administrative costs, so that the CAC may directly manage its own administrative needs;

NOW THEREFORE, the Parties agree as follows:

1. Retention of Independent Consultants by CAC.
 - 1) The CAC shall establish a checking account at a local financial institution for the reimbursement of independent consultant expenses incurred by the CAC pursuant to section IX of the IMP (the "CAC Consultant Fund"). This shall be an interest bearing account. BFIC shall provide initial funding to the CAC Consultant Fund of \$80,000 representing contributions for the years 1996 through 2010 adjusted for prior years' contributions used by the CAC.

- 2) Commencing in October 1, 2011, BFIC will provide funds not to exceed \$20,000 each calendar year, for the retention of independent consultants pursuant to Section IX of the IMP, BFIC shall deposit the funds requested in the CAC account. The CAC must provide BFIC with a detailed description and cost of the proposed consultant scope of work, as well as a statement signed by the proposed consultant showing that the proposed consultant will meet the requirements of Section IX.
- 3) BFIC shall not be obligated to make any further deposit in the CAC account if the resulting unused balance exceeds \$120,000.00
- 4) CAC will provide BFIC and the County with copies of all reports, test data, studies, calculations and all other information contained in the final work product received by the CAC from the consultant(s) it retains, within 20 days of the CAC's receipt of such materials.
- 5) BFIC will provide all necessary access and support to accommodate the consultants retained by the CAC and will in no way inhibit or unreasonably delay consultants work or work product.
- 6) The CAC shall provide a detailed project description and cost of any project(s) to BFIC and applicable Los Angeles County or City of Los Angeles agencies prior to implementation.

2. CAC Administrative Expenses.

- 1) The CAC will establish a checking account at a local financial institution for administrative expenses (the "CAC Expense Fund").
- 2) BFIC will deposit in the CAC Expense Fund up to \$6,000.00 per year for administrative expenses necessary to operate the CAC. BFIC shall not be obligated to make any further deposit in the CAC Expense Fund if the balance exceeds \$6,000 at the end of any calendar year, until the balance falls below \$4,800.00. BFIC will make reasonable effort to deposit these funds within 10 day working days. There shall be no limit to the number of supplemental deposits that may be required during the life of the agreement, but in no case shall the total contributed by BFIC in any calendar year to the CAC Expense Fund exceed \$6,000.00
- 3) Funds in the CAC Expense Fund may be used exclusively by the CAC for secretarial expenses, copies, postage, website, photography, mileage reimbursement to attend meetings as a CAC representative, refreshments for CAC meetings, meeting room rental, audio/visual equipment required for CAC meetings, and similar equipment and items necessary for the conduct of the CAC. The CAC Expense Fund shall only be used for administrative expenditures as determined by the CAC for CAC matters and shall not be used to pay wages or salaries of CAC members. All CAC administrative expenditures in excess of \$500 shall be approved in advance by a majority vote of the CAC members, and checks shall require two signatures-- of the Chair, Vice-Chair or and Treasurer.

3. General.

- 1) The CAC will provide BFIC and the County with an itemized list of expenditures from the CAC Consultant Fund and the CAC Expense Fund every quarter. The CAC shall allow BFIC and the County access to copies of all CAC bank statements and cancelled checks. The CAC shall retain its bank records for a minimum period of three years. The CAC will provide monthly Treasurers Report at every CAC Meeting.
- 2) This MOU shall resolve and settle all disputes and obligations of the parties regarding BFIC's past obligations to provide funding to the CAC under BFIC's past and present use permits.
- 3) Any agreement or subsequent changes by the signatory for the SCL CAC must first be approved by a majority of the CAC as an agenda item at the regularly scheduled meeting and the information included in any agreement.
- 4) This MOU constitutes the entire agreement of the parties regarding its subject matter. It may only be amended by a written agreement signed by all parties.

SUNSHINE CANYON LANDFILL
COMMUNITY ADVISORY COMMITTEE

By: Becky Bendikson
Chair

Date: 11-4-10

BROWNING-FERRIS INDUSTRIES OF
CALIFORNIA, INC

By: Kurt Bratton
Kurt Bratton, Vice President

Date: 11-4-10

Approved by Majority Committee Action on:

DATE: 2/2/10

Appendix A

- B. The archaeologist and the paleontologist shall each submit a written report to the Permittee to be included in the Permittee's annual monitoring report required by Part X of this IMP for as long as on-site excavation activity continues at the Facility, or upon the respective expert's termination of employment, in which case the report shall be submitted to the Director of the Department.
- C. If either the archaeologist or paleontologist terminates employment before completion of the excavation work associated with the Facility, a replacement expert shall be selected, approved, retained and certified as described in this Part VII.

PART VIII – ANCILLARY FACILITIES. This Part VIII is intended to enhance compliance with Condition No. 2 of this grant concerning the Ancillary Facilities at the Facility, and to verify that such Ancillary Facilities are consistent with the other conditions of this grant and with the provisions of Title 22 of the Los Angeles County Code ("County Zoning Ordinance").

Before commencing development or obtaining a building permit for any Ancillary Facility, the Permittee shall submit to the Director of the Department a site plan for such Ancillary Facility. The plan shall be in sufficient detail to establish compliance with the conditions of this grant and with the standards of the County Zoning Ordinance, including the provisions relating to the development and maintenance of parking, screening and signs, as set forth in Chapter 52 of the County Zoning Ordinance.

PART IX – COMMUNITY ADVISORY COMMITTEE. The Community Advisory Committee ("CAC"), appointed by the Board, shall continue to serve as a liaison between the Permittee and the community, and as a conduit for the community to communicate with the Commission and other regulatory agencies on an ongoing basis regarding issues involving the development and operation of the Facility. The CAC shall be composed of persons who reside in the vicinity of the Facility and who are recommended by recognized community and neighborhood associations. The respective Board members in whose district the Facility is located, and whose district the Facility is most nearly adjacent (i.e., the Third and Fifth Supervisorial Districts), shall each appoint a representative to serve as coordinators for the CAC and shall nominate committee members.

For the life of this grant, the Permittee shall continue to do the following regarding the CAC:

- A. Provide qualified personnel to regularly attend CAC meetings;
- B. Provide the CAC reasonable access to the Facility and information concerning Landfill operations necessary for the CAC to perform its functions;

- C. Provide accommodations for CAC meetings; and
- D. Provide funding, not to exceed \$20,000 per annum, for the CAC to retain independent consultants for CAC-related matters; provided that all consultants shall have the requisite education, training, and experience to undertake the work and shall have no conflict of interest with the Permittee or any member of the CAC.

The CAC shall be provided access to all reports submitted by the Permittee to any and all regulatory agencies required under this grant, including the annual monitoring report required by Part X of this IMP. The Permittee shall also consult the CAC on planning matters that could affect the physical development or future use of the Facility.

PART X – MONITORING REPORTS. This Part X is intended to enhance the continuing oversight of Landfill operations and to supplement the routine enforcement activities of the various regulatory agencies having jurisdiction over the development, operation, and maintenance of the Facility.

- A. By June 1 of each year until the Landfill's Closure, the Permittee shall prepare and submit annual monitoring reports to the Commission. At least 60 days prior to that date, draft copies of the report shall be submitted to the following entities for review and comment:
 - 1. DPH-SWMP;
 - 2. Director of the Department;
 - 3. Director of Public Works;
 - 4. Los Angeles County Forester and Fire Warden;
 - 5. Regional Water Quality Control Board-Los Angeles Region;
 - 6. South Coast Air Quality Management District;
 - 7. County Museum of Natural History; and
 - 8. Community Advisory Committee;

The draft submittal to the above-referenced entities shall include a request that comments be sent to the Permittee within 30 days of receipt of the draft report, but no later than 15 days prior to the deadline for the final report. The Permittee shall provide documentation to the Director of the Department that the draft reports have been submitted to these entities.