

# **Attachment C**

**The Planning MOU and Resolution  
approving Phase II of City Landfill**

CITY OF LOS ANGELES

CALIFORNIA

KAREN E. KALFAYAN  
City Clerk



ANTONIO R. VILLARAIGOSA  
MAYOR

Office of the  
CITY CLERK

Council and Public Services  
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Los Angeles, CA 90012  
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CLAUDIA M. DUNN  
Chief, Council and Public Services Division

[www.cityclerk.lacity.org](http://www.cityclerk.lacity.org)

When making inquiries  
relative to this matter,  
please refer to the Council  
File No.

08-0987-S1

December 1, 2008

Chief Legislative Analyst  
Environmental Affairs Department  
Board of Public Works  
Bureau of Sanitation  
City Administrative Officer  
Planning Department  
Controller, Room 300  
cc: Accounting Division, F&A  
Disbursement Division

RE: A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE COUNTY OF LOS ANGELES TO RECONCILE CERTAIN LAND USE CONDITIONS THAT HAD BEEN PREVIOUSLY ADOPTED BY EACH RESPECTIVE JURISDICTION, FOR MORE EFFICIENT ADMINISTRATION OF THE COMBINED CITY/COUNTY SUNSHINE CANYON LANDFILL

At the meeting of the Council held November 25, 2008, the following action was taken:

|   |              |
|---|--------------|
| Attached report adopted .....   | _____        |
| Attached amending motion (Smith - Garcetti) adopted .....                     | <u>  X  </u> |
| Attached resolution adopted .....   | <u>  X  </u> |
| FORTHWITH .....   | <u>  X  </u> |
| Mayor concurred .....   | _____        |
| To the Mayor FORTHWITH .....  | _____        |
| Motion adopted to approve communication recommendation(s) .....               | _____        |
| Motion adopted to approve committee report recommendation(s) as amended ..... | <u>  X  </u> |
| Ordinance adopted .....   | _____        |
| Ordinance number .....  | _____        |
| Publication date .....  | _____        |
| Effective date .....  | _____        |
| Mayor vetoed .....  | _____        |

*Karen E. Kalfayan*

City Clerk  
srb

12

TO THE COUNCIL OF THE  
CITY OF LOS ANGELES

Your

ENERGY AND ENVIRONMENT

Committee

reports as follows:

ENERGY AND ENVIRONMENT COMMITTEE REPORT and RESOLUTION relative to a Memorandum of Understanding (MOU) between the City and the County of Los Angeles to reconcile certain land use conditions that had been previously adopted by each respective jurisdiction, for more efficient administration of the combined City/County Sunshine Canyon Landfill.

Recommendations for Council action, as initiated by Motion (Smith - Alarcon):

1. APPROVE the MOU, attached to the Council file, between the City and the County of Los Angeles to reconcile certain land use conditions that had been previously adopted by each respective jurisdiction, for more efficient administration of the combined City/County Sunshine Canyon Landfill, subject to the approval of the City Attorney as to form and legality.
2. AUTHORIZE the Director of the Planning Department to execute the MOU on behalf of the City.
3. ADOPT the accompanying RESOLUTION clarifying the time frame for commencing the Phase II combined City/County landfill operation pursuant to [Q] Condition B.2.d of Ordinance No. 172,933.

Fiscal Impact Statement: None submitted by the Planning Department. Neither the City Administrative Officer nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None Submitted.

**(The Ad Hoc Committee on Recovering Energy, Natural Resources and Economic Benefit from Waste for Los Angeles waived consideration of this matter).**

Summary:

At a special meeting on November 20, 2008, your Committee considered a report from the Planning Department and Resolution in response to Motion (Smith - Alarcon) relative to an MOU between the City and the County of Los Angeles to reconcile certain land use conditions that had been previously adopted by each respective jurisdiction. In its November 13, 2008 report, attached to the Council file, the Planning Department states that the Sunshine Canyon Landfill (SCL) is currently operating as two separate landfills, one within the City jurisdiction and the other within the County jurisdiction. The City side of the landfill is operating under the December 1999 adopted Zone Change and Conditions of Approval (Ordinance No. 172,933). On February 6, 2007, the County certified an Addendum to the previously certified subsequent environmental impact report (SEIR) and final environmental impact report (FEIR) and replaced the 1993 conditional use permit (CUP) with a modified CUP in an effort to make the relevant conditions consistent with those of the City's 1999 Conditions of Approval.

The Planning Department also reports that the City of Los Angeles and the County of Los Angeles seek to enter into an MOU to merge and/or reconcile certain land use conditions adopted by each respective jurisdiction to allow for more efficient monitoring efforts and administration of the combined City/County landfill. This MOU only addresses certain land use conditions where there is clear overlapping, and/or where certain clarifications are needed, and/or where merging of the conditions makes sense for the combined City/County operation. In cases where City and County condition conflict, the strictest condition would apply. Conditions that are unique to each jurisdiction will continue to be monitored and enforced by the respective jurisdiction.

During the discussion of this item, the Committee Chair stated for the record that the Council President appointed Councilmember Greig Smith to serve on the Committee in the absence of Councilmember Garcetti, pursuant Council Rule 60. The Planning Department representative then proceeded to provide an overview of the matter and responded to related questions posed by the Committee members.

After additional discussion and offering the opportunity for public comment, the Committee recommended that Council approve the recommendations contained in the Planning Department's report, with an additional recommendation to authorize the Director of the Planning Department to execute the MOU on behalf of the City, as reflected above. This matter is now submitted to Council for its consideration.

Respectfully submitted,

ENERGY AND ENVIRONMENT COMMITTEE



| <u>MEMBER</u> | <u>VOTE</u> |
|---------------|-------------|
| PERRY:        | YES         |
| SMITH:        | YES*        |
| CARDENAS:     | ABSENT      |
| ALARCON:      | ABSENT      |
| GREUEL:       | YES         |

MOTION ADOPTED TO APPROVE COMMITTEE REPORT RECOMMENDATIONS

*Rosa,*  
**ADOPTED**  
NOV 25 2008  
*As Amended*  
**LOS ANGELES CITY COUNCIL**  
**FORTHWITH**

\*One-day appointment, per Council Rule 60

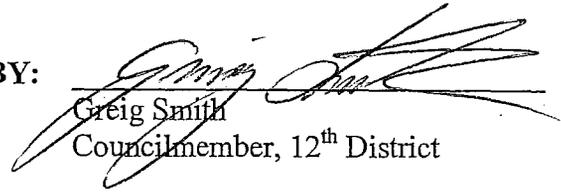
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11-21-08  
08-0987-S1\_rpt\_ee\_10-21-08

- Not Official Until Council Acts -

MOTION

I MOVE, that the matter of the Communication from the Planning Department, relative to a Memorandum of Understanding between the City and the County of Los Angeles to reconcile certain land use conditions that had been previously adopted by each respective jurisdiction, for more efficient administration of the combined City/County Sunshine Canyon Landfill, Item 12 on today's Council Agenda (CF 08-0987-S1) BE AMENDED to require that any approval of the Draft Resolution attached to the report from the Department of City Planning dated November 13, 2008, be made contingent upon the publication of adopted ordinances related to the creation of an Alternatives to Landfill Fee and expanded Local Enforcement Agency authorities proposed in Council Files 05-1405 and 08-2690, and Council File 08-3101 respectively, and that that Resolution become effective only upon the publication date of the adopted Alternatives to Landfill Fee ordinance or the expanded Local Enforcement Agency authorities ordinance, whichever comes later.

PRESENTED BY:

  
Greg Smith  
Councilmember, 12<sup>th</sup> District

SECONDED BY:



*Amending Motion*  
**ADOPTED**

NOV 25 2008

**LOS ANGELES CITY COUNCIL  
FORTHWITH**

NOV 25 2008

NOV 25 2008



## Executive Office

City Hall • 200 N. Spring Street, Room 525 • Los Angeles, CA 90012



November 13, 2008

TO: Honorable Members of the City Council

FROM: S. Gail Goldberg  
Director of Planning

SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF LOS ANGELES ON THE LAND USE CONDITIONS FOR THE SUNSHINE CANYON LANDFILL JOINT OPERATION**

### RECOMMENDATIONS

ADOPT the Memorandum of Understanding (MOU) (Attachment A), between the City of Los Angeles and the County of Los Angeles, to reconcile certain land use conditions that had been previously adopted by each respective jurisdiction, for more efficient administration of the combined City/County Landfill.

CONSIDER FOR ADOPTION the attached draft Resolution (Attachment B), which clarifies the time frame for commencing the Phase II combined City/County landfill operation pursuant to [Q] Condition B.2.d of Ord. No. 172,933.

### SUMMARY

The Sunshine Canyon Landfill (SCL) is currently operating as two separate landfills, one within the City jurisdiction and the other within the County jurisdiction. The City side of the landfill is operating under the December 1999 adopted Zone Change and Conditions of Approval (Ordinance No. 172,933). On February 6, 2007, the County certified an Addendum to the previously certified subsequent environmental impact report (SEIR) and final environmental impact report (FEIR) and replaced the 1993 conditional use permit (CUP) with a modified CUP in an effort to make the relevant conditions consistent with those of the City's 1999 Conditions of Approval.

The City of Los Angeles and the County of Los Angeles seek to enter into a MOU to merge and/or reconcile certain land use conditions adopted by each respective jurisdiction to allow for more efficient monitoring efforts and administration of the combined City/County Landfill.

This MOU only addresses certain land use conditions where there are clear overlapping, and/or where certain clarifications are needed, and/or where merging of the conditions makes sense for the combined City/County operation.

**ENERGY & THE ENVIRONMENT**

AD HOC ON RENEW LA

NOV 19 2008

A total of nine conditions are called out in this MOU. These include:

- Merging of the City and County Technical Advisory Committee (TAC)
- Merging of the City and County Community Advisory Committee (CAC)
- One independent air quality monitoring consultant shall be hired
- One independent environmental mitigation monitoring consultant shall be hired
- Revegetation plan and fugitive dust plan to be reviewed by the Sunshine Canyon Landfill – Local Enforcement Agency (SCL-LEA) and LA County Department of Public Works
- The strictest alternative fuel vehicle requirements between the two adopted sets of conditions shall apply
- Permittee to provide Insurance and/or bond policies coverage that would afford the most coverage for both jurisdictions in the combined landfill operation
- The review of the City's phasing requirements (Conditions Q.B.2.d.) and the County's fill sequencing and capacity requirements (Condition 18) shall be enforced
- Violations shall be subject to fines as imposed by the County's Condition 11 regardless of where the violation takes place in the combined landfill operation

In cases where City and County condition conflict, the strictest condition would apply. Conditions that are unique to each jurisdiction will continue to be monitored and enforced by the respective jurisdiction.

In addition, a draft Resolution is attached that clarifies the time frame for commencing the Phase II combined City/County landfill operation pursuant to [Q] Condition B.2.d of Ordinance No. 172,933. The City landfill operation (Phase I) is already well into its fourth year and it would serve no practical purpose to delay commencement of Phase II operations (Combined City/County Landfill) until July 27, 2009, which would mark the end of the initial four years of the City landfill operation.

## **BACKGROUND**

The SCL straddles between two jurisdictions, the City of Los Angeles and the County of Los Angeles. Browning-Ferris Industries, Inc. (BFI) owns and operates the SCL, a Class III, non-hazardous, solid waste landfill. Landfill operations commenced in the City portion of the SCL in 1958 pursuant to a City-issued variance. In 1966, the City approved a 25-year variance that permitted the expansion of landfilling activities to encompass a 300-acre area. Then in September 1991, upon the expiration of the variance, landfilling operations ceased at which time SCL became an inactive City landfill.

In November 1993, the County certified and approved a final environmental impact report (FEIR) and a conditional use permit (1993 CUP) allowing BFI to initiate

landfill operations in the County portion of the SCL. BFI subsequently commenced operations on the County-side in August 1996.

The County's 1993 CUP also directed BFI to obtain approvals from the City to initiate landfilling in the City side of the SCL, which would allow for both a separate City landfill and a joint City/County Landfill. In December 1999, the City adopted a subsequent environmental impact report (SEIR) and a General Plan Amendment and zone change (GPA/ZC) that permitted BFI to operate and maintain a separate City landfill and eventually a joint City/County Landfill at the SCL.

In July 2005, the City's portion of the SCL commenced operations. The City landfill allows for a daily maximum waste intake rate not to exceed 5,500 tons on any given day with a weekly capacity of 30,000 tons. The combined City/County landfill authorizes a maximum intake rate of 12,100 tons per day in either jurisdiction (based on the County's maximum daily intake rate of 6,600 tons per day with a maximum weekly capacity of 66,000 tons on the County side).

In February 2007, the County certified an Addendum to the SEIR and FEIR and replaced the 1993 CUP with a replacement conditional use permit (RCUP) to authorize landfilling operations in the County and subsequently as a joint City/County landfill. The RCUP also added and/or modified various provisions to be consistent with the City's 1999 GPA/ZC. The various City and County approvals permit the operation of a Class III, non-hazardous solid waste landfill that shares environmental control elements, use of access roads, scales, administrative offices and other related elements located in both the City and County. As a result, a landfill footprint for the combined City/County landfill will encompass approximately 409 acres, with a total solid waste disposal capacity of approximately 130 million cubic yards of airspace. Of the 409 acres covered, approximately 194 acres are authorized for landfilling in the City, with an estimated disposal capacity of 80 million cubic yards, and approximately 215 acres are authorized for landfilling in the County, with a disposal capacity of approximately 50 million cubic yards.

Attachments:       A - Planning Issues MOU  
                          B - Draft Council Resolution

1  
2 **THE SUNSHINE CANYON COMBINED CITY/COUNTY LANDFILL**

3 **PLANNING ISSUES**

4 **MEMORANDUM OF UNDERSTANDING**

5  
6  
7 This MEMORANDUM OF UNDERSTANDING (the "MOU"), dated  
8 \_\_\_\_\_, is entered into by and between the CITY OF LOS ANGELES, a  
9 municipal corporation and California charter city pursuant to the Constitution and the laws of the  
10 State of California (the "City"), and the COUNTY OF LOS ANGELES, a political subdivision  
11 of the State of California (the "County"), referred to as the "Parties", with respect to the  
12 following:  
13

14 **RECITALS**

15 A. In 1958, Browning-Ferris Industries, Inc. ("BFI" or "Permittee") commenced  
16 landfilling in the portion of Sunshine Canyon located within the boundaries of the City of Los  
17 Angeles. In 1966, the City authorized the expansion of such activities within a 300-acre area by  
18 the granting of a 25-year variance. In September 1991, upon the expiration of this variance,  
19 landfilling operations within the City portion of the landfill ceased.  
20

21 B. In November 1993, the County certified a final environmental impact report (the  
22 "FEIR") for landfilling within that portion of Sunshine Canyon located within the County of Los  
23 Angeles, including the consideration of impacts and mitigation measures in both the County and  
24 the City portions of the landfill, and it approved a conditional use permit (the "1993 CUP") to  
25 allow BFI to extend landfilling into the County portion of Sunshine Canyon. In August 1996,  
26  
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1 landfilling operations commenced in the County portion of the landfill (the "County Landfill").

2 C. In the 1993 CUP, the County directed BFI to seek approvals from the City to  
3 resume landfilling in the City, which would provide for both a separate City Landfill and a  
4 combined City/County Landfill (the "Landfill").

5 D. In December 1999, the City certified a subsequent environmental impact report  
6 (the "SEIR"), based upon the FEIR, and approved a General Plan Amendment and zone change  
7 (the "GPA/ZC") to allow BFI to develop, operate and maintain both a separate City Landfill and  
8 ultimately a combined City/County Landfill in the City portion of Sunshine Canyon. The City  
9 also approved a Mitigation Reporting and Monitoring Program (the "City MRMP") for the  
10 landfill.  
11

12 E. On February 6, 2007, the County certified an Addendum to the previously  
13 certified SEIR and FEIR and replaced the 1993 CUP with a modified conditional use permit (the  
14 "CUP") to authorize enhanced landfilling operations in the County, including both the County  
15 Landfill and ultimately a combined City/County Landfill in the County, and to make the relevant  
16 conditions contained within the CUP consistent with those of the 1999 City GPA/ZC. At that  
17 time, the County also approved a Mitigation Monitoring and Reporting Summary (the "County  
18 MMRS"). The County Board of Supervisors subsequently adopted the replacement conditional  
19 use permit on February 6, 2007.  
20

21 F. Collectively, the City and County approvals permit a Class III, non-hazardous  
22 solid waste landfill that is designed to share environmental control systems (e.g. landfill liner,  
23 leachate collection and removal system, landfill gas extraction and flaring system), with shared  
24 use of the access road, scales, administrative offices, and other ancillary uses located in both the  
25 City and County. As a result, a landfill footprint for the combined City/County  
26  
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1 Landfill was established in Sunshine Canyon, encompassing approximately 409 acres, with a  
2 total solid waste disposal capacity of approximately 130 million cubic yards of airspace. Of the  
3 409 acres covered, approximately 194 acres are located in the City (the "City Area"), with an  
4 estimated disposal capacity of 80 million cubic yards, and approximately 215 acres are  
5 authorized for landfilling in the unincorporated portion of the County (the "County Area"), with  
6 a disposal capacity of approximately 50 million cubic yards.  
7

8 NOW, THEREFORE, the Parties do hereby agree as follows:

9 Section 1. **Reconciliation of City and County Land Use Conditions.**

10 The City of Los Angeles Department of City Planning ("DCP") and the County of Los  
11 Angeles Department of Regional Planning ("DRP") hereby desire that monitoring efforts for the  
12 operation of the combined Landfill regarding certain land use conditions that had been  
13 previously adopted by each respective jurisdiction be consolidated, merged and/or reconciled for  
14 any inconsistencies. The Parties further desire to allow coordination of specified land use  
15 requirements for more efficient administration of the combined City/County Landfill, and to  
16 institute joint measures consistent with this coordination.  
17

18 Therefore, the Parties hereby agree to the following:

- 19
- 20 a) The Technical Advisory Committees of the City and the County shall be merged into a  
21 single committee that shall meet at least twice a year. This combined Technical  
22 Advisory Committee ("combined TAC") shall be co-chaired by the City's Director of  
23 Planning or Designee and the County's Director of Regional Planning or Designee.  
24 The combined TAC shall be an ad hoc committee composed from the agencies listed in  
25 the City condition's [Q]C.12 and Part XII of the County's Implementation and  
26 Monitoring Program (IMP), and any other designees as deemed necessary by the  
27 respective Co-Chairs, and shall include one member appointed by the combined

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1 Community Advisory Committee (“combined CAC”). The combined TAC shall  
2 develop guidelines to establish operating standards and procedures. The County  
3 Counsel and the City Attorney shall represent the parties and act as attorneys for the  
4 combined TAC.

5 The TAC shall be established for the purpose of reviewing, coordinating and certifying  
6 satisfactory compliance with plans, permits and/or agreements required and/or  
7 authorized for the landfill operation by the City’s GPA/ZC and MMRP and by the  
8 County’s CUP and MMRS, including the implementation and/or completion of the  
9 Conditions of Approval. The Co-Chairs shall be delegated the responsibility to make  
10 all decisions on behalf of the combined TAC; the other remaining members of the  
11 combined TAC shall be advisory to the Co-Chairs. In the event that an impasse is  
12 reached between the Co-Chairs on any issue within the purview of the combined TAC,  
13 and such impasse lasts at least thirty (30) days, the Co-Chairs shall, within five (5)  
14 business days, refer the issue to an independent third party agreed to by the Co-Chairs.  
15 The independent third party selected shall confer with the Co-Chairs to reach joint  
16 resolution of the issue, which shall then be deemed the decision of the combined TAC.  
17 On instances when there are issues concerning City or County land use conditions that  
18 are unique to one or the other jurisdiction, the respective Co-Chair of the combined  
19 TAC representing that jurisdiction shall make the final determination on the matter.  
20 Appeals by the Permittee regarding the combined TAC’s determination shall be heard  
21 jointly by both the County’s Director of Regional Planning or Designee and the City’s  
22 Director of Planning or Designee, whose joint decision shall be final.

- 23 b) The Community Advisory Committees of the City and the County shall be merged into  
24 a single committee. The combined CAC shall be composed of members appointed per  
25 the City’s condition [Q]C.13 and Part IX of the County IMP. The Permittee shall  
26 continue to provide funding to the combined CAC as required by Part IX(D) of the  
27 County IMP. The combined TAC shall establish by-laws for the combined CAC in  
order to clarify representation, eliminate duplication of appointees, and to define the

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1           duties and responsibilities of the combined CAC.

2  
3       c) A single air quality monitoring consultant shall be hired at the Permittee's expense to  
4       satisfy the City condition [Q]C.10.a., and the County condition 81. The Parties hereby  
5       also agree under this provision that the Air Quality Consultant shall be selected by the  
6       Co-Chairs of the combined TAC. The procurement process and standards of either the  
7       County or the City, as agreed to in advance by the Co-Chairs of the combined TAC,  
8       will be used to retain the consultant's services. Administration of contract(s) shall be  
9       outlined in the consultant's agreement.

10       d) A single independent mitigation monitoring consultant shall be hired at the Permittee's  
11       expense to satisfy the City condition [Q]C.12.c and the County IMP Part XII(E). The  
12       Parties hereby also agree that the independent mitigation and condition monitoring  
13       consultant shall be selected by the Co-Chairs of the combined TAC. The procurement  
14       process and standards of either the County or the City, as agreed to in advance by the  
15       Co-Chairs of the combined TAC, will be used to retain the consultant's services.  
16       Administration of the contract(s) shall be outlined in the consultant's agreement.

17       Upon commencement of the City/County Project, the Independent Mitigation  
18       Monitoring Consultant shall be responsible for monitoring (1) each of the conditions  
19       and requirements of the City Zoning Ordinance and the County CUP and Oak Tree  
20       permits, and (2) all mitigation measures identified in the County MMRS for the  
21       Sunshine Canyon Landfill. The Consultant shall prepare and submit a report to the  
22       combined TAC in advance of each of its required bi-annual meetings detailing the  
23       status of compliance with the land use permits and mitigation measures, as well as  
24       measures taken by the Permittee to ensure compliance. On a monthly basis, and as  
25       often as needed, the consultant shall make referrals as necessary to the combined TAC,  
26       the Sunshine Canyon Landfill-Local Enforcement Agency (SCL-LEA), and any of the  
27       associated City or County agencies identified with the requirement, if the consultant  
28       observes that any of the conditions and requirements of the City Zoning ordinance and

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1 the County CUP have been or may be violated. The City and County are individually  
2 responsible for enforcement of their respective land use permits and measures within its  
3 jurisdiction.

4 e) The revegetation plan and fugitive dust plan submitted by the Permittee shall be  
5 provided to the SCL-LEA and the County Department of Public Works for review and  
6 approval. The revegetation plan and fugitive dust plan shall comply with County  
7 conditions 44 and 45, and PART VI of the County IMP.

8  
9 f) City condition [Q]C.10d1-8 and County condition 77 shall be compared and the most  
10 restrictive requirements, as determined by the Co-Chairs of the combined TAC, of the  
11 alternative fuel vehicles conditions shall be met by the Permittee.

12 g) The Permittee shall provide insurance and/or bond policies that will afford the most  
13 coverage and protection to the City and County for the combined Landfill. The  
14 Permittee's insurance policy shall also include the SCL-LEA as an additionally insured  
15 entity.

16 h) The combined Landfill shall be subject to the phasing requirements as set forth in the  
17 City condition [Q]B.2.d. and the fill sequencing and capacity requirements of condition  
18 18 of the County CUP.

19  
20 i) Violations at the combined Landfill shall be subject to fines as imposed by condition 11  
21 of the County CUP regardless of where the violation takes place at the landfill.

22  
23 Section 1.1 Other City/County Conditions. Wherever there is a discrepancy  
24 between the City Zone Change Conditions (Ordinance No. 172,933) and the County  
25 Conditional Use Permit No. 00-194-(5), the more restrictive condition, as determined by  
26 the Co-Chairs of the TAC, shall apply.  
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Section 2. Miscellaneous Provisions.

Section 2.1 Prior Agreements. This MOU constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements with respect thereto, whether written or oral. No addition or modification of any term or provision shall be effective unless set forth in writing, signed by the Parties hereto. However, this MOU shall not supersede or replace any provision of the City GPA/ZC, County CUP, or any other local approval or entitlement associated with this landfill operation ("Other Approvals"). In the event of a conflicting provision between this MOU and any provision of the City GPA/ZC, County CUP, or with any Other Approvals, the provisions in the City GPA/ZC, County CUP, or Other Approvals shall prevail within the respective City and County jurisdictions.

Section 2.2 Counterparts. This MOU may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

Section 2.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally (including by means of professional messenger service) or sent by first class mail.

If to the City: Councilmember of the Twelfth District  
Room 405, City Hall  
200 N. Spring Street, Los Angeles, CA 90012

Chief Legislative Analyst  
Room 255, City Hall  
200 N. Spring Street, Los Angeles, CA 90012

Director, Department of Planning  
Room 525, City Hall  
200 N. Spring Street, Los Angeles, CA 90012

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1 General Manager, Environmental Affairs Department  
2 Suite 2005, City Hall  
200 N. Spring Street, Los Angeles, CA 90012

3 City Attorney  
4 Office of the City Attorney  
800 City Hall East  
5 200 N. Main Street, Los Angeles, CA 90012

6 If to the SCL-LEA Chair of the Board of Directors  
7 Copy to Program Manager  
Suite 2005, City Hall  
8 200 N. Spring Street, Los Angeles, CA 90012

9 If to the County: County of Los Angeles  
10 Chief Executive Office  
Deputy Chief Executive Officer,  
11 Community & Municipal Services  
Kenneth Hahn Hall of Administration - Room 723  
12 500 West Temple Street  
Los Angeles, CA 90012

13  
14 County of Los Angeles  
Administrator, Current Planning Division  
15 Department of Regional Planning  
1390 Hall of Records  
16 320 West Temple Street  
Los Angeles, CA 90012

17  
18 County of Los Angeles  
Department of Public Works  
19 Assistant Deputy Director, Environmental Programs  
20 Division  
900 South Fremont Avenue  
21 Alhambra, CA 91803

22  
23 County of Los Angeles  
Department of Public Health  
24 Director, Environmental Health  
5050 Commerce Drive  
25 Baldwin Park, CA 91706

26 Office of the County Counsel  
27 Kenneth Hahn Hall of Administration - Room 648

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500 West Temple Street  
Los Angeles, CA 90012

1  
2  
3 Section 2.4 Applicable Law. This MOU shall be governed by and construed in  
4 accordance with the laws of the State of California.

5 Section 2.5 No Waiver. A waiver by any party of the breach of any of the  
6 terms and conditions under this MOU to be performed by any other party shall not be construed  
7 as a waiver of any succeeding breach of the same terms and conditions of this MOU.  
8

9 Section 2.6 Modifications. Any alteration, change or modification of or to this  
10 MOU, in order to become effective, must be made in writing and in each instance signed on  
11 behalf of each party hereto.

12 Section 2.7 Severability. If any term, provision, condition, or covenant of this  
13 MOU or its application to any party or circumstances shall be held, to any extent, invalid or  
14 unenforceable, the remainder of this MOU, or the application of the term or condition or  
15 covenant to persons or circumstances other than those as to whom or which it is held invalid or  
16 unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent  
17 permitted by law.  
18

19 Section 2.8 County/City Authority and Right to Inspect. Nothing in this MOU  
20 shall be deemed to constitute a waiver of any of the County's and/or City's authority to enforce  
21 their land use permits or conditions or to exercise their police powers to protect health, safety  
22 and/or the environment. In addition, nothing in this MOU shall preclude the City or the County,  
23 at its sole discretion and consistent with its land use authority, from at any time conducting  
24 inspections otherwise legally permissible at the combined City/County Landfill for purposes  
25 other than as those that may be authorized by or described in this MOU.  
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1           Section 2.9   No Obligation to Third Parties. The provisions of this MOU are  
2 intended to be solely for the benefit of the Parties, and execution and delivery of this MOU shall  
3 not be deemed to confer any rights upon, or obligate either of the Parties to, any person or entity  
4 other than the Parties.  
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IN WITNESS WHEREOF, the undersigned have executed this Memorandum on the date first indicated above.

CITY OF LOS ANGELES

By: \_\_\_\_\_  
[to be determined]

APPROVED AS TO FORM:

Rockard J. Delgadillo, City Attorney

By: \_\_\_\_\_  
Deputy

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
[to be determined]

APPROVED AS TO FORM:

Raymond G. Fortner, County Counsel

By: \_\_\_\_\_  
Deputy

**DRAFT RESOLUTION**

WHEREAS, on December 8 1999, the City of Los Angeles adopted a General Plan Amendment and zone change and certified a subsequent environmental impact report (the "SEIR"), to allow Browning-Ferris Industries, Inc. ("BFI" or "Permittee") to develop, operate and maintain both a separate City Landfill and ultimately a combined City/County Landfill in the City portion of Sunshine Canyon. The City also approved a Mitigation Reporting and Monitoring Program (the "City MRMP") for the landfill. The zone change, Ordinance No. 172,933, became effective on January 22, 2000;

WHEREAS, BFI commenced operations of the City Landfill, Phase I, on July 27, 2005, and the City landfill is now well into the fourth year of operation under Phase I;

WHEREAS, on February 6, 2007, the County of Los Angeles (the "County") adopted a modified conditional use permit (the "CUP") that replaced a prior 1993 conditional use permit which allowed BFI to extend landfilling into the County portion of Sunshine Canyon. The modified CUP authorized enhanced landfilling operations in the County, including both the County Landfill and ultimately a combined City/County Landfill in the County, and to make the relevant conditions contained within the CUP consistent with those of the 1999 City zone change. At that time, the County also certified an Addendum to the previously certified SEIR and FEIR and approved a Mitigation Monitoring and Reporting Summary (the "County MMRS");

WHEREAS, collectively, the City and County approvals permit a Class III, non-hazardous solid waste landfill that is designed to share environmental control systems (e.g. landfill liner, leachate collection and removal system, landfill gas extraction and flaring system), with shared use of the access road, scales, administrative offices, and other ancillary uses located in both the City and County. As a result, a landfill footprint for the combined City/County Landfill was established in Sunshine Canyon, encompassing approximately 409 acres, with a total solid waste disposal capacity of approximately 130 million cubic yards of airspace. Of the 409 acres covered, approximately 194 acres are located in the City (the "City Area"), with an estimated disposal capacity of 80 million cubic yards, and approximately 215 acres are authorized for landfilling in the unincorporated portion of the County (the "County Area"), with a disposal capacity of approximately 50 million cubic yards;

WHEREAS, [Q] Condition B.2.d of the City's zone change ordinance establishes two phases for landfill operations plus a third phase for a 10-year review by the City. The City's review for proceeding to Phase II, which consists of the remaining operation of the ultimate City/County landfill, is required by said [Q] Condition to "begin no later than the beginning of the third quarter of the third year of the City landfill operation and shall be concluded within six months". Said [Q] Condition also stipulates that there be "at least four years of landfill operation under Phase I" prior to proceeding to Phase II;

WHEREAS, on April 25, 2008, the City Council approved a Joint Powers Agreement (CF #08-0987) between the City and the County to create a Joint City/County Local Enforcement Agency for the Sunshine Canyon Landfill (SCL-LEA), which was established to regulate the combined operations at the landfill and enforce local and state laws to protect the public health and the environment, and in addition, to receive and process any applicable solid waste permits associated with the combined operation of the Landfill;

WHEREAS, on June 17, 2008, the California Integrated Waste Management Board issued a Solid Waste Facilities Permit for the Combined City/County Landfill;

WHEREAS, various City departments in cooperation with the Department of City Planning have prepared, along with their counterparts in the County, a Memorandum of Understanding addressing reconciliation of City and County land use conditions to enable a combined City/County Landfill operation, subject to approval by the Board of Supervisors and City Council;

WHEREAS, given all these circumstances, in order to combine the existing, separate City and County Landfills into one joint landfill which would provide for additional disposal capacity and encompass Phase II of the City's zoning ordinance, it is necessary to clarify the intent of [Q] Condition B.2.d with regard to the provision that requires "at least four years of landfill operation under Phase I";

WHEREAS, such clarification is necessary in order to carry out the wider intent of the City Council in having adopted the 1999 zone change that permits the Phase II operation of a combined City/County Landfill;

WHEREAS, to date there has been substantial compliance by the Permittee with the [T] and [Q] Conditions of the zone change (Ordinance No. 172,933);

WHEREAS clarification of the intent of [Q] Condition B.2.d will have only a minimal or no effect on adjacent property and will not result in a significant or substantial deprivation of the property rights of other property owners;

NOW THEREFORE, BE IT RESOLVED that the general intent of the provision within [Q] Condition of B.2.d of Ordinance No. 172,933 requiring at least four years of landfill operation under Phase I has been satisfied, given the circumstances described above, and that it would serve no practical purpose to delay commencement of Phase II operations (Combined City/County Landfill) until July 27, 2009.

Presented By: \_\_\_\_\_

Seconded By: \_\_\_\_\_