

MOTION BY SUPERVISORS HILDA L. SOLIS AND
JANICE HAHN

September 28, 2021

Bringing the Puente Hills Regional Park to Fruition

In 1970, the Los Angeles County Sanitation Districts (Sanitation Districts) purchased over 1,200 acres of land in the Puente Hills canyons of the San Gabriel Valley to create a new, regional landfill known today as the Puente Hills Landfill. Under conditions laid out in a 1987 Joint Powers Agreement (JPA) entered into by the Sanitation Districts and the County of Los Angeles (County) and per Assembly Bill 2632 (Solis), the Sanitation Districts were required to provide portions of the site to the County for park and recreation purposes after the landfill ceased operations.

The Puente Hills Landfill closed its doors in 2013 after 56 years of receiving trash from homes and businesses in over 60 cities and unincorporated areas across the County. After the closure of the landfill, the County worked with the Sanitation Districts and stakeholders to develop the Puente Hills Landfill Park Master Plan (Master Plan) which lays out the vision for the buildout of the County's first new regional park in more

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than 30 years. This Master Plan, which was approved by the County Board of Supervisors in 2016, suggests a phased approach to construction with Phase 1 of the Master Plan offering basic park amenities. Following a dispute surrounding the financial responsibility for development, operation, and maintenance of the park, the County filed a lawsuit against the Sanitation Districts in March 2020 seeking \$283 million plus funding for operations and maintenance, and the Sanitation Districts, in response, filed a cross-complaint against the County (*County of Los Angeles v. Sanitation Districts of Los Angeles County, et al.* and *Sanitation Districts of Los Angeles County, et al. v. County of Los Angeles* Case No. 30-2020-01153422-CU-MC-CJC). The County and Sanitation Districts have negotiated a settlement agreement (Settlement) that resolves these disputes and allows for the park to move forward.

The attached Settlement Agreement requires the Sanitation Districts to provide \$80 million to the County over the next five years for the development of a regional park at the Puente Hills Landfill. The attached JPA term sheet outlines the roles and responsibilities for both agencies as the Sanitation Districts continue their post-closure maintenance activities for the landfill and as the County moves forward with construction, operation, and maintenance of a new regional park. These terms will be incorporated into a JPA with the Sanitation Districts.

To the extent the recommended actions contemplated in the Settlement, JPA and establishment of a capital project fund are administrative activities of government that will not result in direct or indirect physical changes in the environment, they are not a project(s) as defined in State CEQA Guidelines section 15378.

To the extent the recommended actions contemplated relate to implementation of

the Master Plan, these actions are within the scope of the Environmental Impact Report (EIR) certified for the Master Plan (SCH # 2015121051), and there have been no changes to the project or the circumstances under which it could be undertaken that would result in any new significant effects not discussed in the previously certified EIR or any significant environmental effects that would be more severe than shown in the EIR. Therefore, pursuant to Public Resources Code section 21166 and sections 1562 and 15168(c)(2) of the State CEQA Guidelines, no additional environmental documentation is required.

WE, THEREFORE, MOVE that the Board of Supervisors:

1. Find that the recommended actions regarding the Settlement, JPA, and establishment of a capital project fund are either not a project under the California Environmental Quality Act or are within the scope the Master Plan project impacts analyzed in an EIR previously certified by the Board for the reasons stated in this motion and the record;
2. Approve and direct the Chair to execute the Settlement, attached as Exhibit A;
3. Authorize the Director of the Department of Parks and Recreation (DPR) to negotiate and execute a JPA with the Sanitation Districts, approved as to form by County Counsel, consistent with the terms provided in Exhibit B;
4. Establish the Puente Hills County Regional Park Development, Capital Project No. 69984, with an initial project budget of \$600,000;

5. Approve an appropriation adjustment to reflect a transfer of \$600,000 from the Project and Facility Development Budget to Puente Hills County Regional Park Development, Capital Project No. 69984;
6. Authorize the Chief Executive Officer (CEO), or her designee, to deposit the funds received from the Settlement Agreement into an interest-bearing account;
7. Authorize the Director of Public Works, or his designee, to proceed with initial preconstruction activities, which do not constitute a project under CEQA; and
8. Authorize the CEO and the DPR Director, or their designees, to take any other actions consistent with and/or necessary for implementation of the foregoing actions.

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HLS:mr

September 28, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

CHIEF EXECUTIVE OFFICE

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2021-22

3 - VOTES

SOURCES

USES

PROJECT AND FACILITY DEVELOPMENT

A01-CF-2000-10190

SERVICES & SUPPLIES

DECREASE APPROPRIATION

600,000

PARKS AND RECREATION

PUENTE HILLS COUNTY REGIONAL PARK DEVELOPMENT

A01-CP-6014-65043-69984

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

600,000

SOURCES TOTAL

\$ 600,000

USES TOTAL

\$ 600,000

JUSTIFICATION

Reflects the transfer of \$600,000 from the Project and Facility Development Budget to Puente Hills County Regional Park Development, Capital Project No. 69984.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

James Yun

Digitally signed by James Yun
Date: 2021.09.21 13:27:01
-0700

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OCT 05 2021

AUTHORIZED SIGNATURE

James Yun, Manager, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

Celia Zavala

CELIA ZAVALA
EXECUTIVE OFFICERREFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR—☐ ACTION☒ RECOMMENDATION

BY

Lan Sam

Digitally signed by Lan Sam
Date: 2021.09.22 14:22:05
-0700

AUDITOR-CONTROLLER

B.A. NO.

038

DATE Sept. 22, 2021

☒

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Matthew J. Diaz

BY

Diaz

Digitally signed by
Matthew J. Diaz
Date: 2021.09.22
15:05:23 -0700

DATE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement") is entered into by and between, on the one hand, County Sanitation District No. 2 of Los Angeles County, a county sanitation district ("District 2"), County Sanitation District No. 18 of Los Angeles County, a county sanitation district ("District 18"), and the other County Sanitation Districts of Los Angeles County (collectively the "Sanitation District") and, on the other hand, the County of Los Angeles (the "County"). The Sanitation District and the County are sometimes individually referred to herein as each "Party" and collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS, the Sanitation District owns 1,365 acres of property (the "Property") in an unincorporated portion of Los Angeles County known as Puente Hills Landfill ("Landfill"). The Sanitation District operated a solid waste landfill on the Property until 2013.

B. WHEREAS, the County approved and regulated the Sanitation District's Landfill operations through a series of Conditional Use Permits ("CUPs"). The last CUP, No. 02-027-(4), was issued in 2002 ("2002 CUP"). The 2002 CUP imposed certain requirements on the Sanitation District relating to (1) dedication of specified Landfill property for use by the County as a park, and (2) funding for the construction, operation, and maintenance of the park.

C. WHEREAS, in 1994, the California Legislature adopted Assembly Bill 2632 ("AB 2632"). AB 2632 added Section 5600 to the Public Resources Code ("Section 5600"). Section 5600 imposed certain requirements on the owner of the Landfill relating to dedication of property and park funding.

D. WHEREAS, the Parties dispute the amount of park funding required under the 2002 CUP and Section 5600. The dispute is the subject of the County's Complaint and the Sanitation District's Cross-Complaint in the pending litigation *County of Los Angeles v. Sanitation Districts of Los Angeles County, et al.*, Orange County Superior Court Case No. 30-2020-01153422-CU-MC-CJC (the "Litigation").

E. WHEREAS, it is contemplated that the park at the Landfill ("Park") is to be developed on the "Fill Areas" and certain "Non-Fill Areas" as depicted in Exhibit "A" attached hereto and incorporated herein by reference.

F. WHEREAS, the Parties wish to resolve their dispute and the Litigation on the terms set forth in this Settlement Agreement.

G. WHEREAS, pursuant to state law, the California Department of Resources, Recycling, and Recovery ("CalRecycle") requires District 2 to demonstrate the availability of financial resources to conduct required post-closure monitoring and maintenance activities at the closed Puente Hills and Spadra Landfills. In order to meet this requirement, District 2 entered into a "Pledge of Revenue Agreement" with CalRecycle dated September 11, 2012 ("Pledge of Revenue"). The Pledge of Revenue requires the Sanitation District to use interest revenue from its solid waste reserves to pay the ongoing cost of post-closure landfill activities.

H. WHEREAS, the Sanitation District desires to use the solid waste reserves to (1) meet the park funding obligations set forth in this Agreement and (2) pay the Sanitation District's unfunded employees' pension liability. The Sanitation District cannot use the solid

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waste reserves for these purposes, however, unless and until the Sanitation Districts of Los Angeles County and CalRecycle approve replacing the Pledge of Revenue with a pledge of substitute revenue for the purpose of meeting financial assurance requirements (the "Revenue Exchange"). Therefore, approval of the Revenue Exchange and payment of the CalPers unfunded pension liability by the Sanitation District and subsequent approval of a new Pledge of Revenue by District 2 and CalRecycle are conditions precedent to all obligations of the Sanitation District and the County set forth in this Agreement.

I. WHEREAS, on April 28, 1987 the Parties entered into the "Puente Hills Landfill Joint Powers Agreement" ("1987 JPA"). The Parties intend to modify the 1987 JPA through an Amended and Restated Joint Powers Agreement ("Amended JPA"). The Amended JPA will establish the Parties' rights, duties, and privileges with respect to the use of the Landfill.

J. Pursuant to the "Sanitation Districts Solid Waste Management System Agreement" dated February 21, 1996, District No. 2 has the authority to enter into this Agreement and fulfill all obligations hereunder on behalf of all County Sanitation Districts of Los Angeles County.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals Incorporated. The Recitals set forth above, including all definitions therein, are expressly incorporated as terms of this Agreement.

2. Condition Precedents. This Agreement shall not become effective, and neither Party hereto shall have any obligation under this Agreement unless and until (a) the Sanitation District has approved the Revenue Exchange and payment of the CalPers unfunded pension liability, and (b) CalRecycle and District No. 2 have approved a Pledge of Revenue agreement that incorporates the revenue arrangement under the exchange. If both conditions precedent are satisfied, this Agreement shall become effective as of the date of the second approval (the "Effective Date").

3. Use of Non-Fill Areas as a Park. Upon request by the County, through the Director of the County Department of Parks and Recreation (the "Director"), District 2 and District 18 shall grant to the County non-exclusive rights of use in and to certain Non-Fill areas of the Landfill as shown in the attached Exhibit "A." The Sanitation District shall retain ownership of the land and access rights in order to conduct monitoring and maintenance of the former Landfill Property as required by applicable law.

4. Park Funding. The Sanitation District shall pay the County the sum of Eighty Million Dollars (\$80,000,000.00) to be used for the development, maintenance, and operation of the Park. This payment shall constitute full and final satisfaction of all Sanitation District park funding obligations arising out of the CUPs and/or Public Resources Code Section 5600. The Sanitation District shall pay the monies pursuant to the following schedule:

Amount	Date
\$38 million	3 months after the Effective Date of this Agreement
\$7,333,334	July 1, 2022
\$7,333,333	July 1, 2023
\$7,333,333	July 1, 2024
\$20 million	July 1, 2026

Notwithstanding the foregoing, full payment of the final \$20 million may be delayed in order to maintain the solid waste reserves at the minimum level required by the Sanitation District's Board-approved Solid Waste Financial Reserve Policy ("Minimum Level"). If, on July 1, 2026, solid waste reserves are less than \$20 million above the Minimum Level, the Sanitation District shall pay the County the amount in excess of the Minimum Level. The Sanitation District shall continue to pay the amount in excess of the Minimum Level on July 1 of every subsequent year until the Sanitation District has paid the entire \$20 million balance. From the Effective Date until full payment is made, the Sanitation District shall provide the County's Chief Executive Officer ("CEO") and the Director with a copy of the quarterly financial report that is sent to the Sanitation District's Board at the same time it is provided to the Sanitation District's Board.

5.5.1. Maintenance. The Sanitation District will continue the same level of services (sewer, water, power, landscaping, security, slope repair, etc.) as currently required by the Cal Recycle-approved post-closure maintenance plan, until post-closure maintenance is no longer required. The maintenance services provided by the Sanitation District will further be defined in the Amended JPA and will continue through all phases of the Park until post-closure maintenance is no longer required.

6. Sanitation District Buildings. Upon request by the Director, the Sanitation District shall allow the County to have exclusive use of the site operations building, associated parking lots, and former landfill office area as depicted on Exhibit "A" for Park purposes. The County will also have the right to modify, expand, and demolish/rebuild these facilities to meet its Park needs.

7. Communications. The Parties shall issue a joint press release once this Agreement has been ratified by the respective Boards.

8. Dismissal of Litigation. Upon satisfaction of the conditions precedent set forth in paragraph 2, , the County and the Sanitation District shall promptly dismiss with prejudice the Complaint and the Cross-Complaint, respectively. In the event these conditions have not been satisfied within six months of the Litigation trial date, the Parties will mutually request a stay of the trial.

9. Indemnities. The Amended JPA shall set forth, *inter alia*, mutual indemnities.

10. Compliance with 2002 CUP and Section 5600. Except as otherwise provided herein to the contrary, the Sanitation District shall continue to comply with all conditions of approval of the 2002 CUP and Section 5600. To the extent such conditions are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

11. Mutual Releases. The Parties hereby agree and acknowledge that the execution of this Settlement Agreement constitutes a full and final release of any and all claims and actions between and among them arising out of, or in any way connected with, the Litigation. The Parties do hereby release and forever discharge each other and their respective officials, employees, agents, servants, insurers, and all other persons, agencies, and entities from all claims, demands, actions, causes of action and all liability in connection with such claims and actions. The Parties hereby expressly agree to waive any protections afforded under California Civil Code Section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

12. Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Settlement Agreement or by law shall be deemed given or made only if in writing and deposited in the United States mail, postage prepaid and addressed to the party for whom intended, addressed as follows, or to such other address as any Party may, from time to time, designate by written notice to the other Parties:

To District No. 2: County Sanitation District No. 2 of Los Angeles County
ATTN: General Manager
1955 Workman Mill Rd.
Whittier, CA 90607-4998

To the County: Department of Parks and Recreation
1000 South Fremont Avenue
Building A-9 West, 3rd Floor - Unit #40
Alhambra, California 91803
Attention: Director Norma E. Garcia-Gonzalez
negarcia@parks.lacounty.gov

And

CEO Capital Programs Division
500 West Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Vanessa Moody, Senior Manager
vmooddy@ceo.lacounty.gov

With a copy to:

Office of the Los Angeles County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713
Attention: Casey Yourn
cyourn@counsel.lacounty.gov

Either Party may change its notice recipient or address for providing notice by notifying the other Party in writing setting forth such new notice recipient or address.

13. Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto with respect to the Litigation. No alterations, modifications, or interpretations hereof shall be binding unless in writing and signed by all of the Parties.

14. Amendments. Any amendments to this Settlement Agreement must be in writing and signed by all of the Parties. The authorized representative for the County shall solely be the Director.

15. Interpretation. This Settlement Agreement is the result of good faith negotiations in which each party was represented by counsel of their own selection. Each of the Parties hereby expressly waives any provisions of law to the effect that ambiguities in a contract or agreement should be interpreted against the Party that drafted the contract, agreement or instrument.

16. No Waivers. The failure of any Party hereto to enforce any condition or provision in this Agreement at any time shall not be construed as a waiver of that condition or provision unless such waiver is in writing and signed by the waiving Party, nor shall it forfeit any rights to future enforcement thereof.

17. Governing Law; Venue. This Settlement Agreement shall be governed by and construed according to the laws of California. Venue for any action to enforce or interpret this Settlement Agreement shall lie in the Superior Court of California for Orange County.

18. Attorneys' Fees and Costs. The Parties shall each bear their respective costs and attorneys' fees relating to the Litigation and the negotiation and drafting of this Settlement Agreement.

19. No Admission of Liability. This Settlement Agreement represents a compromise settlement of disputed claims. Neither the execution of this Settlement Agreement nor any provision contained therein is intended to be, nor shall be deemed to be, an admission by any Party of any liability to anyone or an admission of the existence of facts upon which liability could be based.

20. No Prior Assignment or Transfer. Each party to this Settlement Agreement represents and warrants there has been no assignment or other transfer of any claims or causes of action which they are releasing pursuant to the terms of this Agreement.

21. Settlement Agreement Execution and Authorization. Each of the undersigned represents and warrants that they are duly authorized to execute and deliver this Settlement Agreement and that such execution is binding upon the entity on whose behalf they are executing this Settlement Agreement.

22. Binding Agreement. This Settlement Agreement is and shall be binding upon and shall inure to the benefit of the predecessors, subsidiaries, successors, assigns, parties, agents, officers, employees, associates, legal representatives, heirs, executors and/or administrators of each of the Parties hereto.

23. Section Headings. Section headings are for reference only and shall not affect the interpretation or enforcement of this Settlement Agreement or any section hereto.

24. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Mutual Release of All Claims on the date affixed by their signature.

DISTRICT NO. 2:

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY,
a county sanitation district, on behalf of itself and all other County Sanitation Districts of Los Angeles County,

By: Cathy Warner

Name: Cathy Warner

Title: Chairperson, Board of Directors, District No. 2

Date: September 8, 2021

ATTEST:

By: Kimberly S. Christensen

Name: Kimberly S. Christensen

Title: Secretary to the Board of Directors

APPROVED AS TO FORM:

By: Wes Beverlin

Name: Wesley G. Beverlin

Title: District Counsel

DISTRICT NO. 18:

COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY,
a county sanitation district,

By: Ali Sajjad Taj

Name: Ali Sajjad Taj

Title: Chairperson, Board of Directors, District No. 18

Date: September 8, 2021

ATTEST:

By: Kimberly S. Christensen

Name: Kimberly S. Christensen

Title: Secretary to the Board of Directors

APPROVED AS TO FORM:

By: Wes Beverlin

Name: Wesley G. Beverlin

Title: District Counsel

The County:

County of Los Angeles

By: Hilda L. Solis

Name: HILDA L. SOLIS

Title: CHAIR, BOARD OF SUPERVISORS

Date: OCT 05 2021

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I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

ATTEST:

By: 

Deputy

Name: Katrina Zameta

Title: Senior Board Specialist

By: 
Deputy



APPROVED AS TO FORM:

By: 

Name: Casey Youn

Title: Senior Deputy
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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OCT 05 2021


CELIA ZAVALA
EXECUTIVE OFFICER

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Amended and Restated Joint Powers Agreement for Puente Hills Landfill
OCTOBER 5, 2021 TERM SHEET

The following terms will be included as essential elements of an Amended and Restated Joint Powers Agreement (“JPA”) for a Park at the Puente Hills Landfill between the County of Los Angeles (“County”), on the one hand, and County Sanitation District Nos. 2 and 18 of Los Angeles County (collectively, “District”), on the other hand.

1. **“Property Occupancy Documents.”** The Parties agree that the District will grant the County rights to all areas of the site of the Puente Hills Landfill, encompassing approximately 1,365 acres of real property in the unincorporated area of Los Angeles County (the “Landfill Premises”), planned for future use as a public recreational park (the “Park” or “Planned Park Area(s)”) in phases upon the Park Director’s request, substantially similar to the phases of development envisioned in the Park Master Plan, with the exception that in instances where rights are granted for a Planned Park Area that encompasses some or all of one or more of the Landfill deck areas, then the designated deck will be transferred in its entirety to the County. The specific terms, conditions, and provisions of these grants will be set forth in future Property Occupancy Documents. The areas to be covered by the Property Occupancy Documents include: certain areas of the Landfill that contain solid waste fill (“Fill Areas”); Landfill Access and Services Roads; the Operations Building Area; the Operations Trailer Area; and certain areas of the Landfill that do not contain solid waste fill (“Non-Fill Areas”). These areas are generally depicted on Exhibit A. The County would not have access to any portion of the Planned Park Area(s) not covered by a Property Occupancy Document except to the extent necessary to enter for Park planning purposes, subject to a right of entry agreement. The County’s rights to the Planned Park Area(s) will be non-exclusive, but the District must obtain the County’s written approval before encumbering the Planned Park Area(s) with any future contracts, agreements, licenses, or other instruments with the potential to interfere with Park use.
2. **Postclosure Maintenance Activities.** The District shall construct, operate, maintain, repair or replace improvements in the Landfill Premises necessary to comply with the requirements of Title 27 of the California Code of Regulations, the Puente Hills Landfill Final Postclosure Maintenance Plan dated January 2020, as well as any future amendments or modifications thereto (“PCM Plan”) and any and all other laws and regulations that may be applicable.
3. **County Improvements.** The County may plan, design, construct, operate, maintain, repair or replace recreational improvements within and conduct or permit Park activities to be conducted on the areas covered by the Property Occupancy Documents at its sole cost and expense, but only if such plans, designs, construction, operation, maintenance, repair, replacements, improvements and activities: (a) do not impair or impede in any way the District’s ability to implement and comply with the requirements of the PCM Plan and operate, expand and maintain the Environmental Control Systems; (b) do not impair or impede in any way the District’s ability to protect the public health, safety, and welfare; and (c) do not interfere with or impede in any way the District’s use of, or access to and from, the Landfill Premises.

Amended and Restated Joint Powers Agreement for Puente Hills Landfill
OCTOBER 5, 2021 TERM SHEET

4. **Utilities.** In accordance with the terms, provisions and financial requirements set forth in the 2021 Settlement Agreement and the PCM Plan, the District shall pay the recurring service and usage costs of currently installed and operating utilities servicing the Landfill Premises including services for electrical, recycled water, sewer, septic, and potable water at levels of service existing as of the date of the JPA. Additionally, at the Operations Building Area and the Operations Trailer Area, the County shall have access and the right to continue use of existing connections to all such utilities, including the ability to expand connections to such utilities. The periodic or monthly service charges associated with providing utility service at the Operations Building Area and the Operations Trailer Area would be at the District's expense, including the service charges associated with expanded utility services for these two areas. Any costs associated with establishing a new or additional connection or any physical extension or expansion of an existing connection, including, without limitation, infrastructure extensions, physical expansion costs, new connection and meter fees, and all other related infrastructure costs will be paid solely by the County.
5. **District's Responsibility for Alignment, Grade, and Settlement Repair to Roads.** The District shall make alignment, rough grade, and settlement repairs to the Existing Landfill Access Roads, Landfill Service Roads, and the Park Loop Road in order to maintain adequate storm water drainage and slope stability.
6. **County's Responsibility for Road Repairs and Improvements.** The County shall be responsible for any and all surface repairs or improvements including without limitation surfacing, finish grading, and striping to the Park Loop Road and all other Park roads open to the County's public invitees to the Park with exception of those portions of the Landfill Access Road used exclusively to access the Puente Hills MRF and Intermodal Facility.
7. **Landscaping, Irrigation, Brush Clearance.** The District shall maintain the District's installed landscaping, irrigation, and brush clearance activities on the Landfill Premises consistent with the existing levels as required by the PCM Plan and pursuant to 27 CCR, Division 2, Chapter 4.
8. **Environmental Control System and Infrastructure.** The District will, at its discretion, construct, repair, replace or expand any Environmental Control Systems, or any other infrastructure or improvements required to implement the PCM Plan and/or ensure compliance with all related regulatory permits and requirements. Whenever possible, and except in the event of emergencies or where regulatory permits require compliance with certain timelines, the District shall meet and confer in good faith with the County prior to engaging in any construction, repair, replacement or expansion of any Environmental Control Systems that may impact County Park improvements to discuss the proposed action and shall avoid interference with such improvements to the extent reasonably practicable.
9. **Regulatory Permits.** The District will implement the PCM Plan and all associated requirements pursuant to 27 CCR, Division 2, Chapter 4. Additionally, the District is

Amended and Restated Joint Powers Agreement for Puente Hills Landfill
OCTOBER 5, 2021 TERM SHEET

responsible for all other regulatory permits relating to the District's operation and maintenance of the Landfill Premises pursuant to the PCM Plan. If and when the PCM Plan is amended or modified in the future, the District will notify the County as soon as possible and provide the County with copies of such amendments or modifications. Notwithstanding any other provision in the JPA, the County will not be responsible for any amendments or modifications of the PCM Plan of which the District has not notified the County.

10. **CEQA Compliance.** The County will act as lead agency under CEQA for any County projects proposed as the Park and will indemnify the District for any claims (including attorneys' fees and costs) arising out of any CEQA litigation that may be filed against the District for such County projects.
11. **Notice of Maintenance.** The District shall notify the County as soon as practicably possible prior to performing any non-routine maintenance that has the potential to substantially impact development, use, operation, or maintenance of Park facilities unless codified regulations or an imminent risk to public health, safety, and welfare do not allow for such notice.
12. **District's Security Responsibilities.** The District shall maintain the following security measures that exist as of the Effective Date of the JPA: use of security cameras, security lighting, employment of a part-time security guard who patrols the perimeter of the Landfill Premises and employment of a park ranger service that patrols the hiking trails within the Landfill Premises as well as the perimeter of the Landfill Premises.
13. **County's Security Responsibilities.** The County shall be responsible for security measures for the Park excluding those for which the District is responsible, including the use of law enforcement personnel or park rangers. The County shall install safety and informational signage to help with the goal of preventing County employees, agents, representatives, contractors, subcontractors, invitees, licensees, or any members of the public from entering into Restricted Areas, damaging the Environmental Control Systems, or impeding or impairing the District's postclosure maintenance obligations under the Closure Plan or its access to the Landfill Premises. If the District becomes aware of 3 or more incursions by the County's public invitees onto the Excluded Areas in a calendar month, then, with 30 days after request from the District, the County and the District shall meet and confer in good faith to discuss the incursions and the County shall develop plans to help reduce incursions. If the incursions continue at 3 or more in the following calendar month, the County shall continue working to reduce incursions with the goal of reducing the number of incursions.
14. **Approvals.** The County is responsible, at its sole cost and expense, for securing all necessary, requisite and required permits, entitlements and land use authorizations including, without limitation, any required approvals and clearances from CalRecycle, all regulatory permits, including without limitation, any required approvals and clearances from the Regional Board, CEQA or environmental permits, all general plan and zoning clearances, all building, use and occupancy permits and any other legal clearances and

Amended and Restated Joint Powers Agreement for Puente Hills Landfill
OCTOBER 5, 2021 TERM SHEET

approvals (collectively, the “Land Use Entitlements”) relating to its exclusive or non-exclusive use of the Landfill Premises. The County shall consult with and obtain prior written approval of the District’s Chief Engineer which shall not be unreasonably withheld, delayed, or conditioned regarding any Land Use Entitlements prior to initiating permitting or construction activities. The District’s Chief Engineer shall have the right to withhold approval of the County’s right to any Land Use Entitlements which may in any way impact or affect the Environmental Control Systems, which may increase the District’s cost obligations under the PCM Plan and the JPA, or which may impact or affect the District’s access to or from the Landfill to perform its obligations under the PCM Plan, as more particularly described in the Property Occupancy Documents. The District shall sign any applications or documents, in its capacity as the landowner of the Landfill Premises, as is necessary to assist the County with the Land Use Entitlements.

15. **Revenues and Expenditures.** The County may charge fees to the public for recreational use of the Park to offset costs for maintenance, operations and other Park related expenses. All revenue derived from recreational use of the Park will be collected by the County. Notwithstanding Condition 60.a of the 2002 CUP, the County shall not charge the District, or any of the other County Sanitation Districts of Los Angeles County, its employees, consultants, agents, and/or customers for the use of or access to or from any portion of the Landfill Premises for the purpose of conducting District-related business, including, without limitation, conducting post closure maintenance and other regulatory required activities.
16. **Final Cover.** The final cover design that has been approved by the Los Angeles Regional Water Quality Control Board (the “Regional Board”) relies, in part, on adequate vegetation that meets certain performance criteria. In addition, the CUPs specify that various portions of the Landfill Premises be planted with certain types of plants (e.g. natives or ornamentals). Any changes proposed by the County to the vegetation or irrigation systems on Fill Areas will require the prior written approval of the District’s Chief Engineer (which approval will not be unreasonably withheld, delayed, or conditioned), the Regional Board, and any other appropriate regulatory agencies.
17. **Trails.** The County shall ensure that County recreational trails on the Landfill Premises are clearly and appropriately marked. The District has the right to install any and all signage for the protection of the Landfill Premises, for the health, safety or welfare of the public, and for the District’s activities at the Landfill Premises. The District reserves the right to use and/or cross over the trails in District vehicles for the purposes of construction, operation, maintenance, repair or replacement of the Environmental Control Systems or for any other purpose necessary to the District ownership and management of the Landfill Premises.
18. **Removal/Restoration of Park Improvements.** Prior to the District performing any of its postclosure maintenance obligations which may have the potential to interfere with Park improvements, the Parties shall meet and confer in good faith to discuss and develop coordination plans for any alterations to Park improvements. Notwithstanding the foregoing, if the District determines that such maintenance work must be done on an

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emergency basis to prevent imminent risk to public health, safety and welfare, then the District may perform such activities without meeting and conferring with the County.

19. **No Changes to District Systems.** The County shall not make any changes or alterations to the Environmental Control Systems except upon the prior written approval of District's Chief Engineer (which approval may be withheld in the Chief Engineer's sole and absolute discretion) and applicable regulatory agencies. Changes to the Environmental Control Systems include, but are not limited to, scraping, digging, trenching, excavating, grading, and amending the final cover of the Landfill. Changes to the Environmental Control Systems do not include Park routine maintenance or emergency repairs.
20. **Subject to Existing Prior Rights.** The County's rights of use and access to the Fill Areas, Landfill Access Roads, and Non-Fill Areas are non-exclusive and subject to existing agreements, licenses, easements, and other encumbrances, including, without limitation, all Existing Conditions, permits, Regional Board requirements, and the PCM Plan, contingent upon County's review of title.
21. **Inter-Agency Communication.** The District and the County shall meet no less than quarterly, or more often if needed, in order to discuss development, operation, and maintenance activities on the Landfill Premises. Such discussions shall include, but are not limited to, scheduled special Park events and activities; scheduled and/or routine maintenance at the Landfill Premises; issuance of any new permits or agreements related to additional uses on the Landfill Premises that may impact Park use, operations, or maintenance; any proposed amendments to the PCM Plan; appropriate contacts for emergency communication; security at the Landfill; Landfill incursions as described in Section 13 above; and all other activities at the Landfill Premises with the potential to disrupt or interfere with the District's implementation of, and compliance with, the PCM Plan, or the County's development, use, operation, and maintenance of a Park.
22. **Indemnification.**
 - A. The County shall indemnify, defend, and hold harmless the District and all other County Sanitation Districts of Los Angeles County and their respective directors, officers, members, employees, agents, attorneys, successors, assigns, and affiliates (collectively, the "Indemnified Parties" or individually an "Indemnified Party") from and against any and all claims, liabilities, losses, injuries, causes of action, suits, damages, fees, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") arising from or related to: (i) the negligence or any act or omission, whether intentional or unintentional, of the County, its employees, agents, representatives, contractors, subcontractors, licensees, or public invitees (collectively, the "County Parties") at, on, or under the Landfill Premises except for the areas identified as "Excluded Areas" in the attached Exhibit A map ("Indemnified Area") which areas are excluded from the Indemnified Areas if and only if the Claims arise solely as a result of a County invitee entering the Excluded Area on foot; (ii) a default or breach on the part of County under any of the Property Occupancy Documents or the JPA; (iii)

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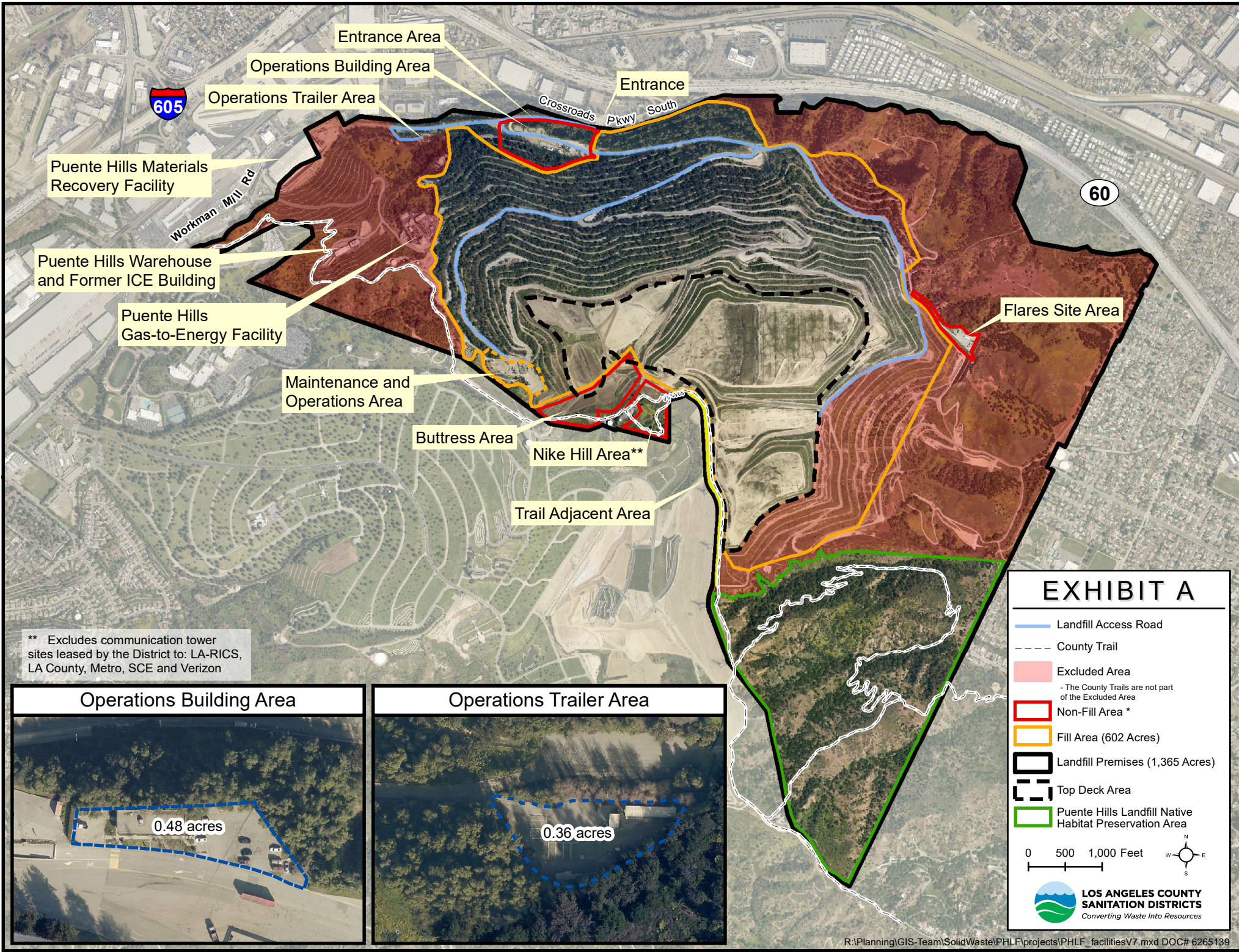
(pending the County's final review of the Title Report which must be complete before the execution of the Amended JPA) any violation of applicable laws, regulations, codes or ordinances or Existing Conditions by any of the County Parties at, on, or under the Indemnified Area; (iv) excessive use of force by Los Angeles County Sheriff associated with use or occupancy of the Indemnified Area by any County Party; (v) any environmental contamination directly attributable to the County's use of the Indemnified Area; (vi) the District's execution of any applications or documents in connection with the County's Land Use Entitlements related to the Indemnified Area; or (vii) the occupancy or use of the Indemnified Area, including the District's grant of use of Non-Fill Areas for Park purposes, (or any portion thereof) or any activities conducted thereon by the County or any of the County Parties. In the event any action or proceeding is brought against an Indemnified Party, by reason of any of the foregoing matters, the County shall, upon written notice from the Indemnified Party, defend that Indemnified Party, at the County's sole expense, by counsel selected and approved by such Indemnified Party. The Indemnified Party need not have first paid any such claim in order to be defended or indemnified. The foregoing indemnity survives the expiration or termination of the JPA or any of the Property Occupancy Documents. The County shall not indemnify, defend and hold harmless the Indemnified Parties for any Claims arising from or related to the negligence or any act (excluding intentional acts) or omission of the County Parties at, on or under that portion of the Landfill Premises depicted on Exhibit A as the Puente Hills Landfill Native Habitat Preservation Area. The foregoing indemnity does not alter, amend, affect, or in any way limit the indemnity provisions in the current license agreements concerning equestrian and hiking trails on the Landfill Premises between the Parties, including but not limited to in the Excluded Area or the Puente Hills Landfill Native Habitat Preservation Area.

- B. To the fullest extent permitted by law, District shall indemnify, defend and hold harmless County, elected and appointed officers, employees, agents, representatives and volunteers ("County Indemnitees") from and against any and all liabilities, damages of any kind (including without limitation personal injuries, property damages, special and consequential damages), losses, demands, claims, actions, fees, costs and expenses, including without limitation attorneys' fees, expert fees and expenses of any nature whatsoever arising out of or related to: (1) the District's employees, consultants, contractors, vendors, invitees, agents, and representatives use of, or acts, omissions or negligence concerning, the Park including without limitation the Park and/or Planned Park Areas; and/or (3) the JPA, except for any such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. In the event any action or proceeding is brought against an County Indemnitee(s), by reason of any of the foregoing matters, the District shall, upon written notice from the County Indemnitee(s), defend that County Indemnitee(s), at the District's sole expense, by counsel selected and approved by such County Indemnitee(s). The County Indemnitee(s) need not have first paid any such claim in order to be defended or

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indemnified. The terms of this paragraph shall survive the termination or expiration of the JPA.

23. **Assignment.** The County shall not transfer, convey, sell, or assign its rights under this the JPA except with the express prior written consent of the District's Chief Engineer, which consent may be withheld in the Chief Engineer's sole and absolute discretion. Any permitted transfers, conveyances, sales, or assignments will be made expressly subject to all terms and conditions of the JPA. Nothing in this provision shall prohibit the County from contracting with or permitting third-parties to provide or receive Park-related services.
24. **Term.** The term of the JPA shall continue until the date that the District's Landfill postclosure maintenance requirements as specified in the PCM Plan are complete. No less than 10 years prior to the completion of the PCM Plan, the Parties shall meet and confer as to the future plans of the Landfill Premises, and the District shall grant the right of first refusal to the County to ensure the continued operation of the Park after the postclosure maintenance requirements are complete, and offer the right of first refusal to the County to certain other portions of the Landfill Premises. The terms and conditions of a right of first refusal shall be negotiated between the Parties at that time.



** Excludes communication tower sites leased by the District to: LA-RICS, LA County, Metro, SCE and Verizon

Operations Building Area



Operations Trailer Area



EXHIBIT A

- Landfill Access Road
- County Trail
- Excluded Area
 - The County Trails are not part of the Excluded Area *
- Non-Fill Area *
- Fill Area (602 Acres)
- Landfill Premises (1,365 Acres)
- Top Deck Area
- Puente Hills Landfill Native Habitat Preservation Area

0 500 1,000 Feet



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources