



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

November 12, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**MEMORANDA OF UNDERSTANDING FOR  
PLANNING ISSUES AND REVENUE ALLOCATION  
FOR THE COMBINED CITY/COUNTY SUNSHINE CANYON LANDFILL  
(SUPERVISORIAL DISTRICTS 3 AND 5)  
(3 VOTES)**

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**SUBJECT**

Request for approval of a Revenue Allocation Memorandum of Understanding between the County of Los Angeles, the City of Los Angeles, and Browning-Ferris Industries, Inc., and request for approval of a Planning Issues Memorandum of Understanding between the County of Los Angeles and the City of Los Angeles, for the Combined City/County Sunshine Canyon Landfill.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that, in connection with the Combined City/County Sunshine Canyon Landfill, your Board previously certified the Final Environmental Impact Report and Addendum to the Final Environmental Impact Report, and also previously reviewed and considered the City of Los Angeles' Supplemental Environmental Impact Report, and that for purposes of this action your Board is relying on said previously reviewed, considered, and/or certified environmental documents.

*"To Enrich Lives Through Effective And Caring Service"*

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2. Approve and delegate authority to the Chief Executive Officer, or his designee, to execute the Revenue Allocation Memorandum of Understanding, substantially similar to Attachment I, between the County of Los Angeles, the City of Los Angeles, and Browning-Ferris Industries, Inc. for the Combined City/County Sunshine Canyon Landfill.
3. Approve and delegate authority to the Director of Regional Planning, or his designee, to execute the Planning Issues Memorandum of Understanding, substantially similar to Attachment II, between the County of Los Angeles and the City of Los Angeles for the Combined City/County Sunshine Canyon Landfill.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

#### **Background**

The Sunshine Canyon Landfill (SCL) is located at 14747 San Fernando Road, Sylmar, California 91324. A portion of the landfill is situated in the unincorporated territory of the County of Los Angeles (County) and the remainder within the City of Los Angeles (City). Currently, the County and the City each oversee collection of charges, fees, and taxes relative to separate landfill operations in their respective jurisdictions. Land use permits issued by the County and City respectively have also been enforced independently by the respective jurisdictions.

On February 6, 2007, your Board adopted the Replacement Conditional Use Permit (RCUP) No. 00-194-(5) for the SCL, which allows for a Combined City/County Landfill (City/County Project) upon completion of a number of requirements by the owner/operator, Allied Waste Industries, operating as Browning-Ferris Industries, Inc. (BFI). BFI desires to operate the City and County portions of the SCL as one combined solid waste disposal facility, the City/County Project, in order to achieve savings based on economies of scale in its operation, as well as to obtain a significantly greater tonnage capacity for its disposal business than is currently feasible under two separate landfills.

Full utilization of the solid waste disposal capacity of the SCL under the City/County Project also provides a regional benefit to the City and the County. Pursuant to the RCUP, if the City/County Project were not to become operational the existing County only landfill, the County Project, would close by February 2013. The City/County Project, while subject to technical reviews pertaining to fill and capacity requirements, could remain open through January 2037.

#### Revenue Allocation Memorandum of Understanding

Under the RCUP, BFI must meet several requirements prior to being authorized to operate and develop the City/County Project. One requirement, pursuant to Condition 64, involves approval and execution of a revenue allocation agreement between BFI, the City, and the County. The purpose of the Revenue Allocation Memorandum of Understanding (Revenue Allocation MOU) is to stipulate the formulas by which BFI computes solid waste tonnage-based taxes and fees to be paid to the City and the County, respectively, under the City/County Project.

The major premise of the Revenue Allocation MOU is that solid waste disposal activity revenue should be allocated based on estimating the relative remaining solid waste disposal capacity within each jurisdiction. Accordingly, County and City staff and BFI agree and recommend that the revenue allocation shall assign 30 percent of solid waste tonnage revenue to the County and 70 percent of solid waste tonnage revenue to the City. The Revenue Allocation MOU implements application of the County's 30 percent share of tonnage-based revenues pursuant to conditions of the RCUP, including: Condition 64A - Business License Tax, Condition 65 - Diversion Program, Condition 66 - Natural Habitat, Condition 67 - Traffic Mitigation and Enhancement, and Condition 70 - Community Benefit and Environmental Education. Refer to Attachment III for a further definition of these RCUP conditions.

The Los Angeles County Code, Chapter 4.63, Business License Tax – Disposal Facilities, requires each disposal facility in the unincorporated area to pay a business license tax equal to 10 percent of gross receipts from fees and charges collected by the operator of the facility. Chapter 4.63 also permits the Treasurer and Tax Collector to adopt rules and regulations for the purpose of the payment, collection, and remittance of the business license tax. The Treasurer and Tax Collector has, therefore, adopted the premise that, as solid waste disposal activity is assigned 30 percent to the County, the gross receipts from fees and charges collected by the operator, for purposes of calculating the business license tax, will be assigned 30 percent to the County.

#### Planning Issues Memorandum of Understanding

The transition from two separate landfill operations to the City/County Project requires the administrative coordination of land use conditions previously adopted by the City and the County, respectively. Although not required by the RCUP, the purpose of the Planning Issues Memorandum of Understanding (Planning MOU) is to enable more efficient administration of the City/County Project including formation of a combined City/County Technical Advisory Committee (TAC) and a single Community Advisory Committee, as well as consolidation of consultant services for monitoring of the City's and County's land use conditions such as air quality monitoring.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Community Services (Goal 6). Adoption of the MOUs will allow the County to enhance the quality of life for its residents and businesses in the unincorporated areas by providing more efficient coordination of land use condition monitoring with the City and extending the disposal life of the landfill for a much longer useful period than would otherwise be available as a County only landfill.

## **FISCAL IMPACT/FINANCING**

The Revenue Allocation MOU would have a direct impact on revenues collected pursuant to certain RCUP conditions. Under the Revenue Allocation MOU, if the City/County Project remains operational for the full term through January 2037, the County may expect to receive a net increase in revenue estimated at \$40 million (based on the State's economic forecast by the California Department of Finance) to \$101 million (based on market pricing estimates from the County Sanitation Districts of Los Angeles County). This estimated net increase in revenue is due to both the extended useful life of the City/County Project, as compared to the County only landfill, as well as projected annual increases in solid waste disposal rates. Initially, however, the County may actually receive less revenue under the City/County Project and Revenue Allocation MOU than under the County only landfill since fill sequencing and physical development of the site are likely to result in the County portion of the City/County Project receiving more than 30 percent of solid waste disposal during the first few years while limited to collecting 30 percent of the related solid waste tonnage-based fee revenue. Attachment III provides a summary of projected County revenues under the City/County Project in comparison to the existing County only landfill.

In the event that landfilling operations cease prior to the use of all available disposal capacity, a reconciliation will be conducted by an independent third party (Auditor) to determine the revenues that would have been due to the City and County, respectively, based on the amount of actual waste disposed within each jurisdiction during operation of the City/County Project. Under Section 5 of the Revenue Allocation MOU, an independent audit will be conducted once every three (3) years to determine and verify BFI's gross receipts, actual tonnages received, recycled and disposed, and the remaining disposal capacity estimates.

The Planning MOU will not impact the County's General Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 10, 1999, the City Council approved City of Los Angeles Ordinance 172933, a City Zoning Amendment, and subsequently, on February 6, 2007, your Board approved the RCUP. Both the City Zoning Amendment and the County RCUP contemplated the combined landfill to commence operations if BFI fulfilled certain land use conditions.

Condition 64 under the RCUP requires the execution of a revenue allocation agreement between the County, the City, and BFI. Other pending actions that are required prior to the commencement of the City/County Project are:

- The City's authorization to commence Phase II of the landfill operation;
- Approval of the City/County Project by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force; and
- Approval of the City/County Project by the TAC for the County landfill.

The MOUs have been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

In 1993, your Board certified the Final Environmental Impact Report (EIR) for the original Conditional Use Permit for this project. In February 2007, your Board certified the Addendum to the EIR and found that it, in conjunction with the 1993 EIR and the 1999 City Supplemental EIR, adequately addresses the environmental impacts of the RCUP. Your Board is relying on the previously certified environmental documents in approving the Revenue Allocation MOU and Planning Issues MOU, which are both related to the operation of the City/County Project.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the MOUs will support ongoing local oversight allowing efficient responsiveness to the Board, the public, and the landfill operator.

The Honorable Board of Supervisors  
November 12, 2008  
Page 6

## **CONCLUSION**

Please return one adopted, stamped copy of this letter to the Chief Executive Office, Community and Municipal Services, and one each to the Departments of Public Health, Public Works, Regional Planning, and Treasurer and Tax Collector.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:LS  
DSP:BK:os

Attachments (3)

c: Auditor-Controller  
County Counsel  
Acting Director of Public Works  
Director and Health Officer of Public Health  
Director of Regional Planning  
Treasurer and Tax Collector  
Mayor, City of Los Angeles  
Chief Legislative Analyst, City of Los Angeles  
Councilman, Los Angeles City Council District 12  
City Attorney, City of Los Angeles  
General Manager, City of Los Angeles, Environmental Affairs Department  
Program Manager, Sunshine Canyon Landfill Local Enforcement Agency  
President, North Valley Coalition of Concerned Citizens  
Chair, County Community Advisory Committee - Sunshine Canyon Landfill

# **ATTACHMENT I**

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

2                                   **REVENUE ALLOCATION**

3                                   **MEMORANDUM OF UNDERSTANDING**

4  
5           This    MEMORANDUM    OF    UNDERSTANDING    (the    "MOU"),    dated  
6   \_\_\_\_\_, is entered into by and between the CITY OF LOS ANGELES, a  
7   municipal corporation and California charter city pursuant to the Constitution and the  
8   laws of the State of California (the "City"), the COUNTY OF LOS ANGELES, a political  
9   subdivision of the State of California (the "County"), and Browning-Ferris Industries of  
10   California, Inc. ("BFI"), a California corporation, referred to as the "Parties", with respect  
11   to the following:  
12

13                                   **RECITALS**

14  
15           A.    This MOU concerns that certain sanitary refuse landfill known as the  
16   Sunshine Canyon Landfill ("Sunshine Canyon Landfill") situated at 14747 San Fernando  
17   Road, Sylmar, California 91342, which lies partially within the jurisdictional boundaries  
18   of the City and partially within the unincorporated territory of the County.

19           B.    In 1958, landfilling operations commenced in that portion of the Sunshine  
20   Canyon Landfill located within the boundaries of the City. In 1966, the City authorized  
21   the expansion of such activities within a 300-acre area by the granting of a 25-year  
22   variance. In September 1991, upon the expiration of this variance, landfilling operations  
23   within the City ceased.  
24

25           C.    In November 1993, the County certified a final environmental impact  
26   report (the "FEIR") for landfilling within that portion of the Sunshine Canyon Landfill  
27



1 located within the unincorporated territory of the County, including the consideration of  
2 impacts and mitigation measures in both the County and City jurisdictions of the  
3 Sunshine Canyon Landfill, and the County approved Conditional Use Permit 86-312-(5)  
4 (the "1993 CUP") to allow BFI to extend landfilling into the County portion of  
5 Sunshine Canyon. In August 1996, landfilling operations commenced in the County.

6 D. In the 1993 CUP, the County directed BFI to seek approvals from the City  
7 to resume landfilling in the City, which would provide for development of the ultimate  
8 joint operation of the Sunshine Canyon Landfill authorized by the City 1999 General  
9 Plan Amendment/Zone Change (the "City GPA/ZC") and the County Conditional Use  
10 Permit 00-194-(5) (the "2007 CUP"), comprised of the City Landfill Unit 2 within the  
11 City's jurisdiction together with the portions of the landfill within the County's jurisdiction  
12 (City/County Project).  
13

14 E. In December 1999, the City certified a subsequent environmental impact  
15 report (the "SEIR"), based upon the FEIR, and approved the City GPA/ZC to allow BFI  
16 to develop, operate and maintain both a separate City landfill and ultimately the joint  
17 City/County Project within the City's jurisdiction. The City also approved a Mitigation  
18 Reporting and Monitoring Program for the landfilling operations.  
19

20 F. On February 6, 2007, the County certified an Addendum to the previously  
21 certified SEIR and FEIR and approved the 2007 CUP to replace the 1993 CUP,  
22 authorize enhanced landfilling operations in the County, including both a separate  
23 County landfill and ultimately the joint City/County Project, and make the relevant  
24 conditions contained within the 2007 CUP consistent with those of the City GPA/ZC. At  
25  
26  
27

1 that time, the County also approved a Mitigation Monitoring and Reporting Summary for  
2 the landfilling operations.

3 G. Collectively, the City and County approvals conditionally permit a Class III,  
4 non-hazardous solid waste landfill located in both the City and the County that may be  
5 designed to share environmental control systems (e.g., landfill liner, leachate collection  
6 and removal system, and landfill gas extraction and flaring system), with shared use of  
7 the access road, scales, administrative offices, and other ancillary uses. As a result, a  
8 landfill footprint for the joint City/County Project was established, encompassing  
9 approximately 363 acres, with a total solid waste disposal capacity of approximately  
10 141 million cubic yards of airspace. Of the 363 acres covered, approximately 183 acres  
11 are authorized for landfilling in the City, with an estimated total disposal capacity of  
12 approximately 86 million cubic yards, and approximately 180 acres are authorized for  
13 landfilling in the County, with an estimated total disposal capacity of approximately  
14 55 million cubic yards.

15 H. As provided in Condition 64 of the 2007 CUP, the Parties wish to allocate  
16 the solid waste tonnage received by BFI at the City/County Project in order to properly  
17 disburse the City's 12 percent franchise fee and the County's 10 percent fee, and other  
18 solid waste tonnage-based fees to be paid by BFI to the City and County, respectively,  
19 in connection with operation of the City/County Project.

20 I. The Parties agree that the best way to allocate solid waste tonnage  
21 received by BFI at the City/County Project to the City and County, respectively, is by  
22 estimating the relative remaining disposal capacity within each jurisdiction and  
23 establishing an allocated distribution in accordance with this estimate. The City and  
24

1 County agree that this allocation shall assign 70 percent of solid waste tonnage to the  
2 City and 30 percent of solid waste tonnage to the County.

3 J. The City, County, and BFI, acknowledge that this MOU is not intended to  
4 replace or supersede the City GPA/ZC, the 2007 CUP, or any other local approval or  
5 entitlement associated with this landfill operation ("other approvals").

6 NOW, THEREFORE, the City, the County and BFI do hereby agree as follows:

7  
8 Section 1. Definitions. In addition to the terms defined above, the following  
9 terms shall have the meaning ascribed thereto, unless the context requires otherwise.

10 "Adjusted Gross Receipts" or "Net Tipping Fee" means the Gross Receipts  
11 less any fees or taxes imposed on the Permittee by a federal, State, or local agency that  
12 is included in the income and fees collected by the Permittee.

13  
14 "City Revenue" means income derived from the 12 percent City Franchise  
15 Fee imposed upon the City's Share (70 percent) of the Adjusted Gross Receipts  
16 pursuant to the franchise agreement between the City and BFI and as provided under  
17 Section 66.08 of Article 6 of Chapter VI of the Los Angeles Municipal Code.

18 "City's Share" means 70 percent, as provided in Section 3 of this  
19 Agreement.

20 "CIWMB" means the California Integrated Waste Management Board.

21  
22 "County Revenue" means income derived from the 10 percent fee  
23 imposed upon the County's Share (30 percent) of the Net Tipping Fees pursuant to  
24 Condition 64A of the 2007 CUP.

25 "County's Share" means 30 percent, as provided in Section 3 of this  
26 Agreement.

1 "Facility" means the entirety of the combined property of the Sunshine  
2 Canyon Landfill authorized by the City GPA/ZC and the 2007 CUP, comprised of the  
3 City jurisdiction together with the County jurisdiction, including all areas where landfilling  
4 and non-landfilling activities occur.

5 "Gross Receipts" means the total gross receipts collected by the Permittee  
6 for the receipt of Solid Waste at the Facility.

7 "Permittee" means Browning-Ferris Industries of California, Inc., a  
8 California corporation, its successors or assigns as owner and operator of the Facility,  
9 or any entity making use of the grant and entitlements authorized by the City GPA/ZC  
10 and the 2007 CUP.

11 "Solid Waste" means solid waste as defined in California Public  
12 Resources Code § 40191.

13  
14 Section 2. Purpose of MOU. The purpose of this MOU is to assist the  
15 Permittee in the management of the City/County Project by providing for the co-mingled  
16 receipt and disposal of Solid Waste conducted in either or both the City and County  
17 jurisdictions. To that end, this MOU provides for:

- 18  
19 (1) The determination of the remaining available disposal capacity of  
20 the City/County Project within each jurisdiction;  
21  
22 (2) The establishment of a formula for the allocation of revenue to be  
23 collected by the City and the County from the receipt of Solid Waste at  
24 the Facility, pursuant to the City's conditions and ordinances and  
25 Condition 64A of the 2007 CUP, based on the determination of the  
26  
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1 remaining available disposal capacity of the City/County Project within  
2 each jurisdiction; and

3 (3) The application of the City's Share and County's Share to other  
4 tonnage-based revenues to be collected by the City pursuant to the  
5 City's conditions and ordinances and to other revenues to be collected  
6 by the County pursuant to Conditions 65, 66, 67, and 70 of the  
7 2007 CUP.  
8

9 Therefore, the Parties acknowledge and agree that this MOU provides only for  
10 the allocation or collection of tonnage-based fees imposed on the Permittee by the City  
11 pursuant to its conditions and ordinances and to those fees imposed on the Permittee  
12 by the County pursuant to Condition 64A of the 2007 CUP. This MOU is merely  
13 intended to allocate as between the City and County the payment of the Permittee's  
14 fees as described above.  
15

16 Section 3. Allocation of City's Share and County's Share. The Parties desire  
17 to allocate Solid Waste received at the City/County Project according to the remaining  
18 disposal capacity available within the City and County jurisdictions respectively, to  
19 ensure that the correct amount of revenue is distributed to each jurisdiction. The City  
20 and County agree that this allocation shall assign 70 percent of solid waste tonnage to  
21 the City and 30 percent of solid waste tonnage to the County.  
22

23 Section 4. Collection of Revenue. During the operation of the City/County  
24 Project, in addition to other fees that may be imposed or collected by the City, County,  
25 or local enforcement agency, the City shall collect the City Revenue from the Permittee  
26 and the County shall collect the County Revenue from the Permittee, as illustrated in  
27

1 Attachment 1. In addition, the determination of the City's Share and County's Share as  
2 provided in this Agreement shall apply to other tonnage-based revenues to be collected  
3 from the Permittee by the City pursuant to City conditions and ordinances and to other  
4 revenues to be collected by the County pursuant to Conditions 65, 66, 67 and 70 of the  
5 2007 CUP. In accordance with Section 2 above, all other fees imposed by the  
6 2007 CUP, all other City fees, and all fees imposed by the Local Enforcement Agency  
7 remain in effect and are not the subject of or otherwise affected by this agreement. The  
8 Parties acknowledge and agree that, notwithstanding anything to the contrary in City  
9 conditions and ordinances, the 2007 CUP or other approvals, no franchise fee,  
10 enforcement fee, or other fee or charge imposed by the City shall be applied to any  
11 Gross Receipts generated from the County's Share, and no fee or charge imposed by  
12 the County shall be applied to any Gross Receipts generated from the City's Share.  
13  
14

15 Section 5. Survey and Audit. The County, with the concurrence of the City, shall  
16 select independent third Parties to conduct an audit of the Facility once every three  
17 years, for the purposes of determining and/or verifying (a) the Permittee's Gross  
18 Receipts, (b) the actual tonnages received, recycled, and disposed in the City and  
19 County jurisdictions respectively, and (c) remaining disposal capacity estimates for the  
20 City and County jurisdictions respectively. The Permittee shall provide the City and  
21 County with an annual aerial survey, prepared and certified by a land surveyor licensed  
22 in the State of California, showing estimated airspace consumed and estimated tonnage  
23 received in the City and County sides of the Landfill during the period covered by the  
24 survey. For the purposes of this Section 5, the survey shall be subject to the approval  
25 of the City's Director of the Bureau of Sanitation and County's Director of Public Works.  
26  
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1 Surveys and audits conducted pursuant to this section shall not be used to modify or  
2 alter the allocation of the City's Share and County's Share determined under Section 3.  
3 The auditor shall be selected jointly by the City Controller and the County's  
4 Auditor-Controller. The costs of the aerial surveys and the audits shall be paid by the  
5 Permittee within 30 days after receipt of the invoice for payment. The first audit shall  
6 commence three years after execution of this MOU.  
7

8 Section 6. Termination. This MOU shall terminate upon the completion of all  
9 of the following:

- 10 (1) Permanent cessation of all landfilling operations at the Facility;
- 11 (2) Completion of all closure and post-closure requirements at the Facility; and
- 12 (3) Completion of all revenue-generating activities of the Facility.

13  
14 No party shall have the right to terminate this MOU so long as the approvals for  
15 landfilling operations at the City/County Project granted by the City, the County, or other  
16 agencies are still in effect or prior to the determination by the CIWMB and the Regional  
17 Water Quality Control Board-Los Angeles Region that all closure and post-closure  
18 requirements have been completed.

19  
20 In the event that landfilling operations cease prior to the use of all available  
21 disposal capacity, a reconciliation shall be conducted, by an independent third party  
22 ("Auditor") selected and paid for as provided in Section 5, to determine the revenues  
23 that would have been due to the City and County respectively, based on the amount of  
24 actual waste disposed within each jurisdiction during the operation of the City/County  
25 Project in the absence of the revenue allocation provided in Section 3. The Auditor  
26 shall compare these amounts to the revenues actually received by the City and the  
27

1 County since commencement of the City/County Project and determine the amounts, if  
2 any, owed by one party to another, including applicable interest consistent with the  
3 Los Angeles County Treasury Pool rate. The Parties agree to pay, within 60 days of the  
4 Auditor's determination, the amount owed to any other party as determined by the  
5 Auditor in accordance with this reconciliation.

6       Section 7. Dispute Resolution. The Parties agree that any disputes arising out  
7 of or related in any way to this MOU, including a breach of this MOU, shall be filed  
8 exclusively in the State courts in Los Angeles County, California. The Parties consent  
9 and agree to the jurisdiction of such courts. None of the Parties will argue or contend  
10 that they are not subject to the jurisdiction of such courts or that the venue in  
11 Los Angeles County, California is improper. The Parties agree to waive any right to a  
12 trial by jury in any such dispute and that the matter will be tried solely to the court. The  
13 Parties understand that they are giving up valuable legal rights under this provision,  
14 including the right to trial by jury, and that they voluntarily and knowingly waive those  
15 rights.

16  
17  
18       Section 8. Miscellaneous Provisions.

19       Section 8.1 Prior Agreements. This MOU constitutes the entire  
20 agreement and understanding between the Parties with respect to the subject matter  
21 hereof and supersedes all prior or contemporaneous understandings and agreements  
22 with respect thereto, whether written or oral. No addition or modification of any term or  
23 provision shall be effective unless set forth in writing, signed by the Parties hereto. In  
24 the event of a conflicting provision between this MOU and any provision of the City  
25 GPA/ZC, 2007 CUP, or with any other approvals, however, the provisions in the City  
26  
27



1 GPA/ZC, 2007 CUP, or other approvals shall prevail within the respective City and  
2 County jurisdictions except as otherwise provided in Section 4 of this MOU.

3 Section 8.2 Counterparts. This MOU may be executed in counterparts,  
4 each of which shall be deemed an original, but all of which, together, shall constitute but  
5 one and the same instrument.

6 Section 8.3 Notices. All notices or other communications required or  
7 permitted hereunder shall be in writing and shall be delivered personally (including by  
8 means of professional messenger service) or sent by first class mail. Notices delivered  
9 personally shall be considered given when received. Notices sent by first class mail  
10 shall be considered given two (2) business days after deposit in the United States mail,  
11 postage prepaid, addressed to the person to receive such notice. Notices shall be  
12 addressed as appear below for each party, except that any party may change the  
13 address for notices by giving the other parties at least ten (10) days written notice of the  
14 new address.  
15  
16

17  
18 If to the City: Chief Legislative Analyst  
19 Room 255, City Hall  
20 200 North Spring Street  
21 Los Angeles, CA 90012  
22 Attention: Gerry Miller, C.L.A.

23 Bureau of Sanitation  
24 1149 South Broadway Street  
25 Los Angeles, CA 90015  
26 Attention: Enrique C. Zaldivar, Director

27 Department of Planning  
Fifth Floor, City Hall  
200 North Spring Street  
Los Angeles, CA 90012  
Attention: Gail Goldman, General Manager

Environmental Affairs Department  
Suite 2005, City Hall  
200 North Spring Street  
Los Angeles, CA 90012  
Attention: Detrich Allen, General Manager

Office of the City Attorney  
800 City Hall East  
200 North Main Street  
Los Angeles, CA 90012  
Attention: Keith Pritsker, General Council Division

If to the County

Chief Executive Office  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 723  
Los Angeles, CA 90012  
Attention: Deputy Chief Executive Officer, Community  
and Municipal Services

Department of Regional Planning  
1390 Hall of Records  
320 West Temple Street  
Los Angeles, CA 90012  
Attention: Administrator, Current Planning Division

Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803  
Attention: Assistant Deputy Director,  
Environmental Programs Division

Treasurer and Tax Collector  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 437  
Los Angeles, CA 90012  
Attention: Treasurer and Tax Collector

Auditor-Controller  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 525  
Los Angeles, CA 90012  
Attention: Auditor-Controller

Office of the County Counsel  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 648  
Los Angeles, CA 90012  
Attention: County Counsel

If to BFI:                   Browning-Ferris Industries of California, Inc.  
Sunshine Canyon Landfill  
14747 San Fernando Road  
Sylmar, CA 91342  
Attention: General Manager

Section 8.4 Applicable Law. This MOU shall be governed by and construed in accordance with the laws of the State of California.

Section 8.5 No Waiver. A waiver by any party of the breach of any of the terms and conditions under this MOU to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same term or condition or of a breach of any other term or condition of this MOU.

Section 8.6 Modifications. No modification or waiver of any provision of this MOU shall be effective unless the same shall be in writing and signed by all Parties. Any modification or waiver referred to in this Section 8.6 shall be effective only in the instance and for the specific purposes for which given.

Section 8.7 Successors and Assigns. This MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and any and all of their respective successors and assigns.

Section 8.8 No Obligation to Third Parties. This MOU was created for the purpose of facilitating BFI's efficient operation of the City/County Project, and is intended to be solely for the benefit of the Parties. No provision in this MOU is intended

1 to inure any benefit to or confer any right or cause of action upon, or obligate any of the  
2 Parties to, any third-party beneficiary, person or entity other than the Parties.  
3

4 IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be  
5 executed and attested by their authorized officers and their official seals affixed hereto  
6 as of the date first herein above indicated:  
7

8  
9 Browning-Ferris Industries of California, Inc.  
10

11 By: \_\_\_\_\_  
12 Greg Loughnane  
13 Market Vice President

14 City of Los Angeles  
15

16 By: \_\_\_\_\_  
17 Cynthia M. Ruiz  
18 President of the Board of Public Works

19 County of Los Angeles  
20

21  
22 By: \_\_\_\_\_  
23 William T Fujioka  
24 Chief Executive Officer  
25  
26  
27

1 APPROVED AS TO FORM AND CONTENT:

2 ROCKARD J. DELGADILLO

3 CITY ATTORNEY

4  
5 By: \_\_\_\_\_

6  
7  
8  
9 APPROVED AS TO FORM:

10 Raymond G. Fortner, Jr.

11 County Counsel

12  
13  
14 By: \_\_\_\_\_  
15 Judith Fries  
16 Principal Deputy County Counsel

Attachment 1

Sunshine Canyon Combined City/County Landfill

Revenue Allocation MOU

Allocation Formulas - City and County Revenue

Definitions

Gross Receipts = Total gross receipts collected by the Permittee for the receipt of Solid Waste at the Facility

Adjusted Gross Receipts (AGR) = Gross Receipts - governmental fees and taxes

Net Tipping Fee (NTF) = Adjusted Gross Receipts

City Formula

City Share = 70%

City Revenue =  $0.12 \times (0.70 \times \text{AGR})$

County Formula

County Share = 30%

County Revenue =  $0.10 \times (0.30 \times \text{NTF})$

# **ATTACHMENT II**

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

2                                   **PLANNING ISSUES**

3   **MEMORANDUM OF UNDERSTANDING**

4  
5           This    MEMORANDUM    OF    UNDERSTANDING    (the    "MOU"),    dated  
6  
7   \_\_\_\_\_, is entered into by and between the CITY OF LOS ANGELES, a  
8   municipal corporation and California charter city pursuant to the Constitution and the  
9   laws of the State of California (the "City"), and the COUNTY OF LOS ANGELES, a  
10   political subdivision of the State of California (the "County"), referred to as the "Parties",  
11   with respect to the following:

12   **RECITALS**

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

20           B.    In November 1993, the County certified a final environmental impact  
21   report (the "FEIR") for landfilling within that portion of the Sunshine Canyon Landfill  
22   located within the unincorporated territory of the County, including the consideration of  
23   impacts and mitigation measures in both the County and City jurisdictions of the  
24   Sunshine Canyon Landfill, and the County approved Conditional Use Permit 86-312-(5)  
25  
26  
27



1 (the "1993 CUP") to allow BFI to extend landfilling into the County portion of  
2 Sunshine Canyon. In August 1996, landfilling operations commenced in the County.

3 C. In the 1993 CUP, the County directed BFI to seek approvals from the City  
4 to resume landfilling in the City, which would provide for development of the ultimate  
5 joint operation of the Sunshine Canyon Landfill authorized by the City 1999 General  
6 Plan Amendment/Zone Change (the "City GPA/ZC") and the County Conditional Use  
7 Permit 00-194-(5) (the "2007 CUP"), comprised of the City Landfill Unit 2 within the  
8 City's jurisdiction together with the portions of the landfill within the County's jurisdiction  
9 (City/County Project).

10  
11 D. In December 1999, the City certified a subsequent environmental impact  
12 report (the "SEIR"), based upon the FEIR, and approved the City GPA/ZC to allow BFI  
13 to develop, operate and maintain both a separate City landfill and ultimately the joint  
14 City/County Project within the City's jurisdiction. The City also approved a Mitigation  
15 Reporting and Monitoring Program for the landfilling operations.

16  
17 E. On February 6, 2007, the County certified an Addendum to the previously  
18 certified SEIR and FEIR and approved the 2007 CUP to replace the 1993 CUP,  
19 authorize enhanced landfilling operations in the County, including both a separate  
20 County landfill and ultimately the joint City/County Project, and make the relevant  
21 conditions contained within the 2007 CUP consistent with those of the City GPA/ZC. At  
22 that time, the County also approved a Mitigation Monitoring and Reporting Summary for  
23 the landfilling operations.

24  
25 F. Collectively, the City and County approvals conditionally permit a Class III,  
26 non-hazardous solid waste landfill located in both the City and the County that may be  
27

1 designed to share environmental control systems (e.g., landfill liner, leachate collection  
2 and removal system, and landfill gas extraction and flaring system), with shared use of  
3 the access road, scales, administrative offices, and other ancillary uses. As a result, a  
4 landfill footprint for the joint City/County Project was established, encompassing  
5 approximately 363 acres, with a total solid waste disposal capacity of approximately  
6 141 million cubic yards of airspace. Of the 363 acres covered, approximately 183 acres  
7 are authorized for landfilling in the City, with an estimated total disposal capacity of  
8 approximately 86 million cubic yards, and approximately 180 acres are authorized for  
9 landfilling in the County, with an estimated total disposal capacity of approximately  
10 55 million cubic yards.

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

13 Section 1. Reconciliation of City and County Land Use Conditions.

14 The City of Los Angeles Department of City Planning ("DCP") and the County of  
15 Los Angeles Department of Regional Planning ("DRP") hereby desire that monitoring  
16 efforts for the operation of the combined City/County Landfill regarding certain land use  
17 conditions that had been previously adopted by each respective jurisdiction be  
18 consolidated, merged and/or reconciled for any inconsistencies. The Parties further  
19 desire to allow coordination of specified land use requirements for more efficient  
20 administration of the combined City/County Landfill, and to institute joint measures  
21 consistent with this coordination.  
22  
23

24 Therefore, the Parties hereby agree to the following:

- 25 a) The Technical Advisory Committees of the City and the County shall be  
26 merged into a single committee that shall meet at least twice a year. This  
27

1 combined Technical Advisory Committee ("combined TAC") shall be  
2 co-chaired by the City's Director of Planning or Designee and the County's  
3 Director of Regional Planning or Designee. The combined TAC shall be an  
4 ad hoc committee composed of the agencies listed in the City condition's  
5 [Q]C.12 and Part XII of the County's Implementation and Monitoring  
6 Program (IMP), and any other designees as deemed necessary by the  
7 respective Co-Chairs, and shall include one member appointed by the  
8 combined Community Advisory Committee ("combined CAC"). The  
9 combined TAC shall develop guidelines to establish operating standards  
10 and procedures. The County Counsel and the City Attorney shall represent  
11 the parties and act as attorneys for the combined TAC.  
12  
13

14  
15 The TAC shall be established for the purpose of reviewing, coordinating and  
16 certifying satisfactory compliance with plans, permits and/or agreements  
17 required and/or authorized for the landfill operation by the City's GPA/ZC  
18 and MMRP and by the County's 2007 CUP and MMRS, including the  
19 implementation and/or completion of the Conditions of Approval. The  
20 Co-Chairs shall be delegated the responsibility to make all decisions on  
21 behalf of the combined TAC; the other remaining members of the combined  
22 TAC shall be advisory to the Co-Chairs. In the event that an impasse is  
23 reached between the Co-Chairs on any issue within the purview of the  
24 combined TAC, and such impasse lasts at least thirty (30) days, the  
25 Co-Chairs shall, within five (5) business days, refer the issue to an  
26  
27

1 independent third party agreed to by the Co-Chairs. The independent third  
2 party selected shall confer with the Co-Chairs to reach joint resolution of the  
3 issue, which shall then be deemed the decision of the combined TAC. In  
4 instances when there are issues concerning City or County land use  
5 conditions that are unique to one or the other's jurisdiction, the respective  
6 Co-Chair of the combined TAC representing that jurisdiction shall make the  
7 final determination on the matter. Appeals by the Permittee regarding the  
8 combined TAC's determination shall be heard jointly by both the County's  
9 Director of Regional Planning or Designee and the City's Director of  
10 Planning or Designee, whose joint decision shall be final.  
11

12 b) The Community Advisory Committees of the City and the County shall be  
13 merged into a single committee. The combined CAC shall be composed of  
14 members appointed per the City's Condition [Q]C.13 and Part IX of the  
15 County IMP. The Permittee shall continue to provide funding to the  
16 combined CAC as required by Part IX(D) of the County IMP. The combined  
17 TAC shall establish by-laws for the combined CAC in order to clarify  
18 representation, eliminate duplication of appointees, and to define the duties  
19 and responsibilities of the combined CAC.  
20  
21

22 c) A single air quality monitoring consultant shall be hired at the Permittee's  
23 expense to satisfy the City Condition [Q]C.10.a., and the County  
24 Condition 81. The Parties hereby also agree under this provision that the  
25 Air Quality Consultant shall be selected by the Co-Chairs of the combined  
26 TAC. The procurement process and standards of either the County or the  
27

1 City, as agreed to in advance by the Co-Chairs of the combined TAC, will be  
2 used to retain the consultant's services. Administration of contract(s) shall  
3 be outlined in the consultant's agreement.

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

15  
16 Upon commencement of the City/County Project, the Independent Mitigation  
17 Monitoring Consultant shall be responsible for monitoring: (1) each of the  
18 conditions and requirements of the City GPA/ZC and the County 2007 CUP  
19 and Oak Tree permits; and (2) all mitigation measures identified in the  
20 County MMRS for the Sunshine Canyon Landfill. The Consultant shall  
21 prepare and submit a report to the combined TAC in advance of each of its  
22 required bi-annual meetings detailing the status of compliance with the land  
23 use permits and mitigation measures, as well as measures taken by the  
24 Permittee to ensure compliance. On a monthly basis, and as often as  
25 needed, the consultant shall make referrals as necessary to the combined  
26  
27

1 TAC, the Sunshine Canyon Landfill-Local Enforcement Agency (SCL-LEA),  
2 and any of the associated City or County agencies identified with the  
3 requirement, if the consultant observes that any of the conditions and  
4 requirements of the City GPA/ZC and the County 2007 CUP have been or  
5 may be violated. The City and County are individually responsible for  
6 enforcement of their respective land use permits and measures within its  
7 jurisdiction.  
8

9 e) The revegetation plan and fugitive dust plan submitted by the Permittee  
10 shall be provided to the SCL-LEA and the County Department of Public  
11 Works for review and approval. The revegetation plan and fugitive dust plan  
12 shall comply with County Conditions 44 and 45, and PART VI of the County  
13 IMP.  
14

15 f) City Condition [Q]C.10d1-8 and County Condition 77 shall be compared and  
16 the most restrictive requirements, as determined by the Co-Chairs of the  
17 combined TAC, of the alternative fuel vehicles conditions shall be met by  
18 the Permittee.  
19

20 g) The Permittee shall provide insurance and/or bond policies that will afford  
21 the most coverage and protection to the City and County for the combined  
22 City/County Landfill. The Permittee's insurance policy shall also include the  
23 SCL-LEA as an additionally insured entity.  
24

25 h) The combined City/County Landfill shall be subject to the phasing  
26 requirements as set forth in the City Condition [Q]B.2.d. and the fill  
27

1 sequencing and capacity requirements of Condition 18 of the County  
2 2007 CUP.

- 3 i) Violations at the combined City/County Landfill shall be subject to fines as  
4 imposed by Condition 11 of the County 2007 CUP regardless of where the  
5 violation takes place at the landfill.

6 Section 1.1 Other City/County Landfill Conditions. Wherever there is a  
7 discrepancy between the City Zone Change Conditions (Ordinance No. 172933) and  
8 the County 2007 CUP, the more restrictive condition, as determined by the Co-Chairs of  
9 the TAC, shall apply.

10  
11 Section 2. Miscellaneous Provisions.

12 Section 2.1 Prior Agreements. This MOU constitutes the entire  
13 agreement and understanding between the Parties with respect to the subject matter  
14 hereof and supersedes all prior or contemporaneous understandings and agreements  
15 with respect thereto, whether written or oral. No addition or modification of any term or  
16 provision shall be effective unless set forth in writing, signed by the Parties hereto.  
17 However, this MOU shall not supersede or replace any provision of the City GPA/ZC,  
18 the County 2007 CUP, or any other local approval or entitlement associated with this  
19 combined City/County Landfill operation ("other approvals"). In the event of a  
20 conflicting provision between this MOU and any provision of the City GPA/ZC, County  
21 2007 CUP, or with any other approvals, the provisions in the City GPA/ZC, County  
22 2007 CUP, or other approvals shall prevail within the respective City and County  
23 jurisdictions.  
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1           Section 2.2 Counterparts. This MOU may be executed simultaneously in  
2 counterparts, each of which shall be deemed an original, but all of which, together, shall  
3 constitute but one and the same instrument.

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

7  
8  
9           If to the City:           Councilmember of the Twelfth District  
10                                      Room 405, City Hall  
11                                      200 North Spring Street  
12                                      Los Angeles, CA 90012

13                                      Chief Legislative Analyst  
14                                      Room 255, City Hall  
15                                      200 North Spring Street  
16                                      Los Angeles, CA 90012

17                                      Director  
18                                      Department of Planning  
19                                      Room 525, City Hall  
20                                      200 North Spring Street  
21                                      Los Angeles, CA 90012

22                                      General Manager  
23                                      Environmental Affairs Department  
24                                      Suite 2005, City Hall  
25                                      200 North Spring Street  
26                                      Los Angeles, CA 90012

27                                      City Attorney  
                                    Office of the City Attorney  
                                    800 City Hall East  
                                    200 North Main Street  
                                    Los Angeles, CA 90012



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

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

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

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

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

Office of the County Counsel  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 648  
Los Angeles, CA 90012

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

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

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

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

16           Section 2.8 County/City Authority and Right to Inspect. Nothing in this  
17 MOU shall be deemed to constitute a waiver of any of the County's and/or City's  
18 authority to enforce their land use permits or conditions or to exercise their police  
19 powers to protect health, safety and/or the environment. In addition, nothing in this  
20 MOU shall preclude the City or the County, at its sole discretion and consistent with its  
21 land use authority, from at any time conducting inspections otherwise legally  
22 permissible at the combined City/County Landfill for purposes other than as those that  
23 may be authorized by or described in this MOU.  
24  
25  
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27

Section 2.9 No Obligation to Third Parties. The provisions of this MOU

are intended to be solely for the benefit of the Parties, and execution and delivery of this MOU shall not be deemed to confer any rights upon, or obligate either of the Parties to, any person or entity other than the Parties.

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1 IN WITNESS WHEREOF, the undersigned have executed this Memorandum on  
2 the date first indicated above.

3  
4 CITY OF LOS ANGELES

5  
6 By: \_\_\_\_\_  
7 S. Gail Goldberg  
8 Director of Planning  
9

10 APPROVED AS TO FORM AND CONTENT:  
11 ROCKARD J. DELGADILLO  
12 CITY ATTORNEY  
13  
14 \_\_\_\_\_

15  
16 COUNTY OF LOS ANGELES

17  
18 By: \_\_\_\_\_  
19 Bruce W. McClendon  
20 Director of Planning  
21

22 APPROVED AS TO FORM:  
23 Raymond G. Fortner, Jr.  
24 County Counsel

25 By: \_\_\_\_\_  
26 Lawrence Hafetz  
27 Principal Deputy County Counsel

# **ATTACHMENT III**

# Sunshine Canyon Combined City/County Landfill

## Revenue Allocation MOU with the City of Los Angeles and Browning-Ferris Industries

### Projected County Revenue from MOU Implementation

	Scenario 1: State Department of Finance			Scenario 2: Browning-Ferris Industries (BFI)			Scenario 3: County Sanitation Districts		
	County Only Landfill	Combined Landfill	Projected Gain	County Only Landfill	Combined Landfill	Projected Gain	County Only Landfill	Combined Landfill	Projected Gain
Condition 64A - Business License Tax	\$ 59,831,904	\$ 75,725,972	\$ 15,894,068	\$ 78,329,146	\$ 119,951,924	\$ 41,622,778	\$ 114,044,816	\$ 191,199,608	\$ 77,154,792
Condition 65 - Diversion Program	\$ 5,275,000	\$ 5,673,291	\$ 398,291	\$ 5,275,000	\$ 5,673,291	\$ 398,291	\$ 5,275,000	\$ 5,673,291	\$ 398,291
Condition 66 - Natural Habitat	\$ 10,550,000	\$ 11,346,582	\$ 796,582	\$ 10,550,000	\$ 11,346,582	\$ 796,582	\$ 10,550,000	\$ 11,346,582	\$ 796,582
Condition 67 - Traffic Mitigation and Enhancement	\$ 10,550,000	\$ 11,346,582	\$ 796,582	\$ 10,550,000	\$ 11,346,582	\$ 796,582	\$ 10,550,000	\$ 11,346,582	\$ 796,582
Condition 68 - Planning Studies*	\$ 1,539,000	\$ 2,187,000	\$ 648,000	\$ 1,539,000	\$ 2,187,000	\$ 648,000	\$ 1,539,000	\$ 2,187,000	\$ 648,000
Condition 70 - Community Benefit and Environmental Education	\$ 21,100,000	\$ 22,693,163	\$ 1,593,163	\$ 21,100,000	\$ 22,693,163	\$ 1,593,163	\$ 21,100,000	\$ 22,693,163	\$ 1,593,163
Condition 71 - Household Hazardous Waste Collection*	\$ 27,067,264	\$ 46,810,499	\$ 19,743,235	\$ 27,067,264	\$ 46,810,499	\$ 19,743,235	\$ 27,067,264	\$ 46,810,499	\$ 19,743,235
Solid Waste Management Fee*	\$ 106,665,820	\$ 106,709,980	\$ 44,160	\$ 106,665,820	\$ 106,709,980	\$ 44,160	\$ 106,665,820	\$ 106,709,980	\$ 44,160
Total Revenue	\$ 242,578,988	\$ 282,493,068	\$ 39,914,081	\$ 261,076,230	\$ 326,719,021	\$ 65,642,791	\$ 296,791,900	\$ 397,966,705	\$ 101,174,905

#### Summary of Scenarios

- Scenario 1: Reflects projection which assumes that solid waste disposal rates increase at a rate of approximately 3 percent per year based on the State's economic forecast by the California Department of Finance.
- Scenario 2: Reflects projection based on data from BFI which assumes that solid waste disposal rates will increase at a rate of 5 percent per year through 2014 and 6 percent per year thereafter.
- Scenario 3: Reflects projection which utilizes market pricing estimates from the County Sanitation Districts of Los Angeles County.

#### Definition of CUP Conditions

- Condition 64A: Requires BFI to pay 10 percent of the solid waste disposal fees collected less applicable fees or taxes imposed by federal, state, or local agencies.
- Condition 65: Requires BFI to pay 25 cents per ton of solid waste disposed at the County Project, or County portion of the City/County Project, for waste diversion programs in County unincorporated areas.
- Condition 66: Requires BFI to pay 50 cents per ton of solid waste disposed at the County Project, or County portion of the City/County Project, for development of natural habitat and parkland.
- Condition 67: Requires BFI to pay 50 cents per ton of solid waste disposed at the County Project, or County portion of the City/County Project, for transportation improvements in surrounding areas.
- Condition 70: Requires BFI to pay \$1 per ton of solid waste disposed, for community benefit and environmental education in the unincorporated communities surrounding the Landfill.

\* Condition 68 - Planning Studies, Condition 71 - Household Hazardous Waste Collection Events, and the Solid Waste Management Fee are not covered by the Revenue Allocation MOU. These items are included in this table to show the projected gain that may be realized by the County as a result of the City/County Project operating for a longer duration as compared to the existing County only landfill.