



Los Angeles County  
Department of Regional Planning

*Planning for the Challenges Ahead*



Amy J. Bodek, AICP  
Director  
Dennis Slavin  
Chief Deputy Director

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

January 29, 2019

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

29 January 29, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD CONTRACT FOR CHIQUITA CANYON LANDFILL MONITORING SERVICES  
(FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)**

**SUBJECT**

Award a five-year contract (Contract) to UltraSystems Environmental, Inc. (Contractor or UltraSystems), in the sum not to exceed \$410,813 plus 10% contingency (\$41,081) annually, to assist the County with monitoring the Chiquita Canyon Landfill (Landfill) operation at 29201 Henry Mayo Drive, Castaic.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Contract is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.
2. Approve and direct the Chair to sign the attached 5-year contract with the Contractor, effective the day after the Board's approval, with up to five 1-year renewal options with the Maximum Contract Sum (MCS) not to exceed \$410,813 plus 10 % contingency (\$41,081) annually, and to suspend work if, in the opinion of the Director of Regional Planning (Director), it is in the best interest of the County.
3. Authorize the Director to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the MCS of \$410,813 plus 10 % contingency (\$41,081) annually, and to suspend work if, in the opinion of the Director, it is in the best interest of the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 2017, the County approved a Conditional Use Permit (CUP) to allow the continued operation and

expansion of the Landfill. According to the CUP, the County shall retain an independent consultant to monitor the Conditions of Approval and Mitigation Measures throughout the life of the permit expiring July 25, 2047. This Contract fulfills the requirement by securing the required consultant services to properly monitor the landfill operation.

### **Implementation of Strategic Plan Goals**

The approval of this Contract supports the County's 2016-2021 Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.2, Support the Wellness of Our Communities. The Contract allows the County to monitor the Landfill operation to ensure public health and safety standards are met and to guard the wellness of our communities.

### **FISCAL IMPACT/FINANCING**

The MCS of the Contract is \$410,813 annually, which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. This Contract is funded entirely by the Landfill operator, Chiquita Canyon LLC, through a trust account established by the operator. There is no Net County Cost. The total maximum potential contract cost, including extensions and amendments will not exceed \$4,518,940.

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

The Contract (Attachment) is consistent with all applicable Board mandated provisions, including those pertaining to hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support program, GAIN/GROW participants, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for Contractor employees.

This is a non - Prop A contract because the CUP specifically requires an independent consultant perform the monitoring services. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, the Department of Regional Planning (DRP) evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Contract. The Contractor was selected based upon the quality of its proposal without regard to race, creed, gender, or color.

The Contractor agrees to all standard County contract provisions. County Counsel has approved the Contract as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The services provided through this Contract will not have an effect on the environment and therefore, this Contract is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

### **CONTRACTING PROCESS**

#### Union Notification

Consistent with the provisions of the Memorandum of Understandings between the County and unions, Service Employees International Union Local 721 and California Association of Professional Employees were consulted prior to the release of the Request for Proposals (RFP) and had no

objections to DRP moving forward with the solicitation.

#### Solicitation Outreach

The RFP was released on August 14, 2018, to all registered County vendors through the County of Los Angeles Internal Services Department registered vendor system. DRP also advertised on its website and promoted consistently on its social media platforms. Additionally, DRP advertised the RFP through professional organization websites and their social media platforms such as the American Planning Association and the California Association of Environmental Professionals.

#### Proposal Evaluation

DRP received two proposals by the September 18, 2018 deadline from the following vendors:

1. Western Building Consultants, Inc. (Western Building)
2. UltraSystems

Both proposals were deemed complete and met minimum requirements. A five-member evaluation committee (Committee), comprised of DRP, Public Works and Public Health, was formed to evaluate the proposals. Using the Informed Averaging method, the Committee objectively reviewed the proposals according to the evaluation criteria outlined in the RFP and took into consideration team qualifications, project management, project approach, references, and costs. UltraSystems' business proposal scored higher and has a lower cost.

UltraSystem is a certified Los Angeles County Community Business Enterprise and State Women Business Enterprise.

#### Debriefing

In December 2018, DRP conducted a debriefing meeting with Western Building to provide feedback. Western Building did not continue with the protest process.

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

The approval of this Contract will not result in the displacement of any County employees.

#### **CONCLUSION**

The Board's approval of this Contract allows the County to adequately monitor the Landfill operation.

If you have any questions, please contact Ms. Hsiao-Ching Chen at (213) 974-6559 or via email at [hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov).

The Honorable Board of Supervisors

1/29/2019

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Respectfully submitted,



Amy J. Bodek, AICP

Director

AJB:JH:HC:el

c: Executive Office, Board of Supervisors  
Board Deputies  
Chief Executive Office (Christine Frias)  
County Counsel



**CONTRACT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**ULTRASYSTEMS ENVIRONMENTAL INC**  
**FOR**  
**CHIQUITA CANYON LANDFILL MONITORING SERVICES**

**JANUARY 2019**

78892

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- I Safely Surrendered Baby Law

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ULTRASYSTEMS ENVIRONMENTAL INC  
FOR  
CHIQUITA CANYON LANDFILL MONITORING SERVICES**

This Contract ("Contract") made and entered into this 29<sup>th</sup> day of January, 2019 by and between the County of Los Angeles, hereinafter referred to as "County" and UltraSystems Environmental Inc., hereinafter referred to as "Contractor." The Contractor is located at 16431 Scientific Way, Irvine, California 92618.

**RECITALS**

WHEREAS, the County may contract with private businesses for environmental related services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing environmental monitoring the conditions of approval and mitigation measures for landfill operations; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract to assist the County in ensuring compliance of the Chiquita Canyon Landfill operations pursuant to the conditions of approval by the County; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, the Contractor has submitted a proposal to County for the Chiquita Canyon Landfill Monitoring Services and the Contractor has been selected for recommendation for award of this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

## 2 DEFINITIONS

### 2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **Contract:** This agreement executed between County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **4 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to five (5) additional one (1) year period extensions, for a maximum Contract term of ten (10) years. Each such extension option may be exercised at the sole discretion of the Director of Planning or her designee.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E - County's Administration.

#### **5 CONTRACT SUM**

##### **5.1 Total Contract Sum**

5.1.1 The "Maximum Contract Sum" (MCS) under this Contract shall be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The MCS is \$410, 813 plus 10% contingency (\$41,081) annually as set forth in Exhibit B - Pricing Schedule.

##### **5.2 Written Approval for Reimbursement**

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

**5.3 Notification of 75% of Total Contract Sum**

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E, County's Administration.

**5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

- 5.5.5 All invoices under this Contract shall be submitted to the following address:

Los Angeles County Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attn: Hsiao-Ching Chen, Contract Manager  
[hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov)

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

**5.6 This Section is Intentionally Omitted**

**5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

- 5.7.4 At any time during the duration of the agreement/contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Project Director**

- 6.2.1 The role of the County's Project Director may include:
  - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
  - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

- 6.3.1 The role of the County's Project Manager is authorized to include:
  - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
  - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is

not authorized to further obligate County in any respect whatsoever.

#### **6.4 County's Contract Monitor**

6.4.1 The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Monitor reports to the County's Project Manager.

### **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

#### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

#### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the

Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

#### **7.4 This Section is Intentionally Omitted**

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained

through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate

defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by The Director of Planning or his/her designee OR it may have to be executed by the Board of Supervisors.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Director of Planning.

8.1.3 The Director of Planning or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Board of Supervisors.

### **8.2 Assignment and Delegation**

8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the

law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

### **8.3 Authorization Warranty**

- 8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts,

the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

### **8.5.2 Complaint Procedures**

8.5.2.1 Within five (5) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

#### 8.8.2 **Written Employee Jury Service Policy.**

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

**8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 Contractor Responsibility and Debarment**

**8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

**8.12.2 Chapter 2.202 of the County Code**

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally

will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

### 8.12.3 **Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

### 8.12.4 **Contractor Hearing Board**

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

**8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law**

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County’s policy to encourage all County contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster, in Exhibit I, in a prominent position at the contractor’s place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

**8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program**

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor’s duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 County’s Quality Assurance Plan**

The County or its agent(s) will monitor the contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective

action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Facsimile Representations**

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original"

versions of such documents.

## **8.19 Fair Labor Standards**

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes

regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and

8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

## **8.24.2 Evidence of Coverage and Notice to County**

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

**8.24.2.5** Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attention: Contract Manager

**8.24.2.6** Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any

other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

#### **8.24.7 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General

Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.13 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Professional Liability-Errors and Omissions**

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000)

aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to

recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

- 8.27.1 If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 Notice of Delays**

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 Notice of Disputes**

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning, or his/her designee shall resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**8.34 Notices**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Planning, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 Prohibition Against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been

awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then

the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this

Contract. The contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attn: Contract Manager

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes

effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

### **8.43 Termination for Default**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 The Contractor has materially breached this Contract; or

8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
  - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

- 8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 Termination for Non-Appropriation of Funds**

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 Validity**

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 Warranty Against Contingent Fees**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

8.51.1 The Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit

financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

#### **8.53 Time Off for Voting**

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a contractor or member of contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**8.55 This Section is Intentionally Omitted**

**8.56 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**8.57 Compliance with the County Policy of Equity**

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

**9 UNIQUE TERMS AND CONDITIONS**

**9.1 This Section is Intentionally Omitted**

**9.2 This Section is Intentionally Omitted**

**9.3 Ownership of Materials, Software and Copyright**

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding

alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.5 This Section is Intentionally Omitted**

## **9.6 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within

ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By Kathryn Barger

CHAIR, PRO TEM, BOARD OF SUPERVISORS

CONTRACTOR: (UltraSystems Environmental Inc.)

ORIGINAL SIGNED

By Betsy A. Lindsay  
Name

President  
Title



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

ATTEST:

Celia Zavala, Executive Officer of the Board of Supervisors

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Danya Ruiz  
Deputy

By Danya Ruiz  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By Mary C. Wickham  
Assistant County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

▶ 29

JAN 29 2019

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

78892

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

ORIGINAL  
SIGNED

By \_\_\_\_\_

CHAIR, PRO TEM, BOARD OF SUPERVISORS

CONTRACTOR: (UltraSystems Environmental Inc.)

*Betsy A. Lindsay*

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

Celia Zavala, Executive Officer  
of the Board of Supervisors

ORIGINAL  
SIGNED

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

ORIGINAL  
SIGNED

By \_\_\_\_\_  
Assistant County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK**

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## **1.0 SCOPE OF WORK**

### **1.1 Project Overview**

The County of Los Angeles (County) is seeking the services of a qualified consultant (Contractor) to monitor the Conditions of Approval contained in the County's Conditional Use Permit (CUP) No. 200400042 / Oak Tree Permit (OTP) No. 201500007 / Project No. R2004-00559, issued to the Chiquita Canyon Landfill (Landfill) located at 29201 Henry Mayo Drive, Castaic, California 91384.

The complete approval package for Project No. R2004-00559-(5) is available online at [http://planning.lacounty.gov/assets/upl/case/project\\_r2004-00559\\_bos-approval-package.pdf](http://planning.lacounty.gov/assets/upl/case/project_r2004-00559_bos-approval-package.pdf) and is included as Exhibit A-1.

### **1.2 Background**

On June 27, 2017, the County certified a Final Environmental Impact Report (FEIR State Clearinghouse No. 2005081071) for the continued operation and expansion of the Landfill located within the unincorporated territory of the County. The County considered the impacts and mitigation measures for the landfill, and approved the CUP and OTP on July 25, 2017.

### **1.3 Project Description**

Waste Connections, Inc. (Operator) owns and operates the Landfill through Chiquita Canyon LLC. The Landfill is located within the unincorporated area of Los Angeles County and is considered a major regional landfill serving Los Angeles County.

The Landfill has a total area of approximately 639 acres. This includes 400 acres of landfill, proposed new entrance facilities, new administration building, and new household hazardous waste collection facility. The 400 acres of landfill includes 69 acres of closed landfills, 188 acres of the previously approved Main Canyon Landfill and 143 acres of lateral expansion area of the Main Canyon Landfill. The permit will remain in effect for up to a maximum of 30 years from the date of approval, or when the limits of fill are reached as depicted on the Exhibit "A", or when it reaches 60 million tons of materials received over the life of the permit, whichever occurs first. The annual maximum capacity of materials that the landfill may receive is 2.8 million tons per year through 2024 and 1.8 million tons thereafter, including both solid waste and beneficial use materials. Detailed findings and conditions of the CUP and other related materials are contained in the approval package, which is included as an attachment. The landfill operates under a Solid Waste Facility Permit issued by the County's Local Enforcement Agency with concurrence from the California Department of Resources Recycling and Recovery (CalRecycle).

Besides CalRecycle, other regulatory authorities include the County of Los Angeles, led by the Los Angeles County Department of Public Works (DPW) and Los Angeles County Department of Regional Planning (DRP), the California Regional Water Quality Control Board (CRWQCB), the South Coast Air Quality Management District (SCAQMD), the State Departments of Fish and Wildlife and Health Services, the U.S. Army Corps of Engineers, and the Local Enforcement Agency (LEA), which is the Los Angeles County Department of Public Health (DPH), designated as LEA by the Los Angeles County Board of Supervisors. These agencies provide regulatory oversight over the development of the Chiquita Canyon Landfill and its operation. In addition, based on the findings of an Environmental Impact Report, mitigation

measures were adopted and incorporated as Conditions of Approval, to address potential landfill development and operational impacts.

The independent monitoring Contractor shall be responsible for monitoring: (1) each of the conditions and requirements of the CUP and OTP approved by the County in 2017; (2) each of the requirements of the Implementation and Monitoring Program (IMP) associated with the CUP; and (3) all mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP) for the Landfill. The Contractor shall prepare and submit quarterly reports to the Director of Regional Planning and Director of Public Works with copies to the Technical Advisory Committee (TAC), the Community Advisory Committee (CAC), and other interested community representatives or groups each quarter, and in advance of each of its required bi-annual meetings detailing the status of compliance with the land use permits and mitigation measures, as well as measures taken by the Operator to ensure compliance. On a monthly basis, and as often as needed, the Contractor shall make referrals as necessary to the TAC, the LEA, and any associated County agencies identified with the requirement, if the Contractor observes that any of the conditions and requirements of the CUP and OTP have been or may be violated.

Therefore, in accordance with the Conditions of Approval of the CUP and OTP, specifically the Implementation and Monitoring Program, Part XIV (E), an independent engineering consultant (Contractor) shall monitor the Conditions of Approval and mitigation measures throughout the life of the grant. Accordingly, the services to be provided by the Contractor are set forth in this Statement of Work.

#### **1.4 Specific Work Detail**

1.4.1 Scope of services shall include all necessary monitoring tasks as set forth in the CUP, OTP, IMP and MMRP. The County will work with the Contractor to identify which specific tasks the Contractor is responsible for doing. The work detail consists of the following activities:

A. The monitoring tasks in the Conditions of Approval, IMP requirements, OTP and MMRP mitigation measures shall be divided into categories, known as Tier One and Tier Two. The Contractor shall identify the expert(s) and schedule to perform each of the assigned tasks in Tier Two, after tasks have been assigned:

1. Tier One

Tier One includes all Conditions of Approval, IMP, OTP requirements, and MMRP mitigation measures except for those which are categorized into Tier Two. Contractor shall track the Conditions of Approval, IMP, OTP requirements, and MMRP mitigation measures and keep an ongoing record of the compliance status of each one. Contractor will coordinate with the other monitoring agencies and consultants to track the compliance status for each one.

The mitigation monitoring activities shall be limited to:

- Review of mitigation monitoring Results as described in Part C of this Section 1.4.1.
- Review of Periodic Reports as described in Part D of this Section 1.4.1.

- Update on Compliance Status with Regulatory Agencies as described in Part E of this Section 1.4.1.
- Provide Recommendations as described in Part G of this Section 1.4.1.

## 2. Tier Two

The County may designate certain Conditions of Approval, IMP requirements, and MMRP mitigation measures as Tier Two if the County lacks the resources or technical expertise to perform the monitoring tasks. The mitigation monitoring activities shall include, but not be limited to:

- On-site Inspections as described in Part B of this Section 1.4.1.
- Review of mitigation monitoring results as described in Part C of this Section 1.4.1.
- Review of Periodic Reports as described in Part D of this Section 1.4.1.
- Update on Compliance Status with Regulatory Agencies as described in Part E of this Section 1.4.1.
- Review of Other Studies, Plans, and/or Technical Reports as described in Part F of this Section 1.4.1.
- Provide Recommendations as described in Part G of this Section 1.4.1.

Potential as-needed tasks for Tier Two may include, but are not limited to, the following:

- Assess odors, noise, dust or other air quality related issues and other environmental impact areas related to complaints by the community or as directed by the County (separate consultants will conduct air quality monitoring and Community Health Assessment Study pursuant to Condition No. 68).
- Monitor and report deficiencies in facility operations that may contribute to odor nuisance and/or prevent the landfill operator from reducing odor nuisance at the landfill facility, and recommend control or operational measures that could be considered and be more effective in controlling odors.
- Monitor the site, and residential and public areas in the vicinity of the landfill to determine the effectiveness of the odor control measures currently being used at the landfill. Spot surface monitor the landfill for gas emissions and localized odors, and determine whether a correlation exists between any emissions found on the landfill and off-site odors. Identify any operational deficiencies, and provide reports and recommendations for corrective actions.
- Review, monitor, and analyze the existing and future improvements to the Gas Collection and Control System (GCCS) for sound engineering design and operation. Provide a detailed report on the ability of the current and future GCCS infrastructure design, operations and implementation schedule to effectively manage and control landfill gas generated from the current and annual projected waste mass. Identify any deficiencies and provide recommendations for improvements.

- Other tasks assigned by the County based on authority derived from the landfill CUP.
- B. On-site Inspections: Contractor shall deploy qualified experts to observe/monitor the on-site activities for compliance of the measures and intent of the Conditions of Approval and mitigation measures on a regular basis averaging to approximately one to two times per month depending on the stage of landfill development and/or current issues at the landfill.
- C. Review of Mitigation Monitoring Results: Contractor shall utilize qualified experts to review the mitigation monitoring results for completeness and compliance with the intent of the Conditions of Approval and mitigation measures.
- D. Review of Periodic Reports: Contractor shall utilize qualified experts to assist the TAC with the review of the various periodic reports for compliance with the intent of the Conditions of Approval and mitigation measures.
- E. Update on Compliance Status with Regulatory Agencies: Contractor shall routinely contact all applicable regulatory agencies to update and document the landfill's compliance status with those agencies' mitigation requirements and corrective actions, including but not limited to CalRecycle, LEA, DPW, CRWQCB, SCAQMD, Army Corps of Engineers (ACOE), and Department of Fish and Wildlife. The Contractor shall not duplicate the work of these agencies.
- F. Review of Other Studies, Plans, and/or Technical Reports: Contractor shall utilize licensed, certified, and/or qualified experts to review certain studies, plans, and/or other technical reports for compliance with the intent of the Conditions of Approval and mitigation measures as needed/requested.
- G. Provide Recommendations: When necessary or upon request by DRP, DPW, the TAC's Chair or Co-Chair or their designated representatives, the Contractor shall provide recommendations regarding solutions to landfill development and operational problems, as well as other technical and vegetation issues at the site. The recommendations shall include a clear description of the issue, existing condition, and recommended solution(s) that is consistent with the Conditions of Approval, IMP, OTP, and MMRP to improve the landfill's compliance status with the intent of the Conditions of Approval and mitigation measures. The recommendations shall include the signature of the licensed, certified, and/or qualified expert.
- H. Project Management: Project management activities to be performed by the Contractor shall include but not be limited to: ensuring Contractor's compliance with the Contract through providing project deliverables within the specified deadlines and managing task costs to maintain these costs within the contract budget; assignment of personnel to specific tasks; in-house quality assurance/quality control review of all project deliverables

such as the quarterly reports; and attendance at all joint TAC meetings, Community Advisory Committee meetings and other meetings as needed.

- I. Work Documentation: Contractor shall maintain a log of the work performed including:
  - A. Observation of on-site inspections;
  - B. Copies of reports reviewed or reference reports to determine compliance and completeness;
  - C. A log of all persons visiting and encountered at the landfill for the purposes of performing the work contained in the MMRP, including name, title, affiliation, date of contact, and a brief summary of the encounter;
  - D. A description of the materials and tools utilized during each site visit for the purposes of performing the MMRP;
  - E. A sign-in form that will be executed by the landfill site supervisor verifying the Contractor was at the Landfill on the stated date;
  - F. A completed operations checklist;
  - G. Photographs may be required for documentation of completed Conditions of Approval and mitigation measures;
  - H. A summary of post-inspection discussion with the landfill operator. The summary shall include the issues discussed, outcomes, as well as names, titles, and affiliations of participants.
  - I. Any other information Contractor deems relevant to the MMRP.
  
- J. Other Work: Contractor shall provide information to DRP, DPW, the TAC Chair or Co-Chairs or their designated representatives on any issues or potential problems and advise the TAC of possible alternatives for resolutions to issues and/or potential issues that may arise with certain Conditions of Approval and/or mitigation measures.

In the event that non-compliance is observed, the Contractor shall record such observance in Work Documentation and quarterly reports, and shall immediately notify DRP and DPW staff in writing within seven business days and send a copy of this notification to the landfill operator and LEA as appropriate. In addition, the Contractor shall orally inform the DRP, DPW, TAC Chair or Co-Chairs or their designated representatives and the LEA if the matter could potentially be a health and safety issue and/or need immediate attention.

The County shall furnish, without charge, all plans and any information which the County has in its files which may be of use to the Contractor. The Contractor shall exhibit proper professional judgment in the use of this information.

- 1.4.2 Contractor shall utilize a report format established by the TAC Chair or Co-Chairs or their designated representatives. Contractor shall prepare and submit written quarterly reports as outlined in the Conditions of Approval and mitigation measures, to the Director of Planning, Director of Public Works, with copies to the TAC, the CAC, and other interested community representatives or groups. The quarterly reports might also be submitted to the County Regional Planning Commission and/or Board of Supervisors as needed/requested.

- 1.4.3 The quarterly reports shall include but not be limited to the following:
- A. A detailed summary for each of the Conditions of Approval and mitigation measures tracked, monitored, or reviewed by the Contractor in accordance with Section 1.4.1 above;
  - B. Each summary shall identify the name and if applicable, certification of the certified and/or qualified expert performing the mitigation monitoring in accordance with Section 1.4.1 above;
  - C. A detailed summary of the activities performed by the Contractor, such as status of compliance and completeness, on-site inspection results, review of mitigation monitoring results, review of periodic reports, review of other studies, plans, and/or technical reports, and Contractor's recommendations in accordance with Section 1.4.1 above;
  - D. The Work Documentation described in Section 1.4.1 above.
  - E. Any other information Contractor deems relevant to the Conditions of Approval and mitigation measures.
  - F. The certification statement, seal, and signature of the Contractor's designated Project Manager.
- 1.4.4 Contractor shall modify the monitoring procedures to improve performance in accordance with this Statement of Work upon request by the County.
- 1.4.5 Contractor shall prepare and submit written reports on the status of condition compliance as requested by the DRP, DPW, and TAC Chair or Co-Chairs or their designated representatives on an as needed basis as issues arise.
- 1.4.6 Contractor and any subcontractor(s) shall attend meetings, conferences, and/or hearing pertinent to their given scope of work as requested by DRP, DPW, TAC Chair or Co-Chairs or their designated representatives.
- 1.4.7 When problems are identified in the field, Contractor shall immediately notify the DPW, DRP, TAC Chair or Co-Chairs or their designated representatives, and the LEA. Contractor shall also assist with contacting and notifying the responsible monitoring and enforcing agencies of the problems and any actions that may be deemed necessary to be taken pursuant to the Conditions of Approval, IMP, and MMRP.
- 1.4.8 Contractor may be requested to assist the DRP, DPW, TAC Chair or Co-Chairs in preparing responses to technical issues and complaints received by the County alleging violations of the Conditions of Approval.
- 1.4.9 At the conclusion of this Contract, Contractor, along with all their subcontractors, shall submit a final report to the DRP, DPR, TAC Chair or Co-Chairs or their designated representatives within 30 days of the contract termination or expiration date. This final report shall contain or describe the following:
- A. Copies of all information, documents, reports, materials, original artwork or creative efforts originated and prepared exclusively for the County pursuant to this Contract by Contractor or its subcontractors;

- B. Lists of all persons and groups contacted, including addresses and/or phone numbers and/or email addresses;
- C. Any databases or electronic format of files related to this project and Contract.

1.4.10 Contractor shall maintain complete and accurate records with respect to all costs incurred under the Contract, including the records supporting the cost proposal used to enter into the Contract with the County. All of the aforementioned records shall be clearly identifiable. Contractor shall make available to the representative of TAC Chair or Co-Chairs or their designated representatives all such books and records, and the right to examine and audit the same, and to make transcripts or copies. Contractor shall maintain and allow inspection of all said books, data, documents, proceedings, and activities related to this Contract for a period of three years from the date of final payment under this Contract. Contractor shall maintain said records in a manner which will indicate actual time and allowable costs with respect to all work performed hereunder as required by the County.

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 This scope of work may require modifications to accommodate special tasks or projects which may arise during the course of the contract; including adding/deleting specific tasks, work products, meetings, and/or work hours. At any time during the contract, the Contractor may be notified in writing of desired changes by the Chair or Co-Chairs of TAC. Any desired changes must be mutually agreed upon, in writing, between the Contractor and the County.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

## **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Managers for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

#### **4.1 Meetings**

Contractor is required to attend the TAC meetings as well as Community Advisory Committee meetings. Failure to attend the required meetings without prior authorization from DRP will cause an assessment of One Thousand Dollars (\$1,000) per meeting.

#### **4.2 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report (Exhibit A-2) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Manager within ten (10) workdays.

#### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

#### **COUNTY**

##### **5.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract – County. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

##### **5.2 Furnished Items**

- 5.2.1 County Holiday Calendar
- 5.2.2 Plans, reports, and any information which the County has in its files which may be of use to the Contractor

## **CONTRACTOR**

### **5.3 General**

- 5.3.1 Contractor shall acquaint itself with the County's documents related to the monitoring requirements at this landfill, including but not limited to the County's CUP, OTP, IMP and MMRP approved on July 25, 2017.
- 5.3.2 Contractor shall establish and maintain working relationships with the relevant County and other regulatory agencies as well as the landfill operator, stakeholders and the public.

### **5.4 Project Manager**

- 5.4.1 Contractor shall provide a dedicated Project Manager or designated alternate approved by the County. County must have access to the Project Manager during regular working hours. Contractor shall provide a telephone number where the Project Manager may be reached on a regular working day.
- 5.4.2 Project Manager shall act as a central point of contact with the TAC and County staff.
- 5.4.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **5.5 Personnel**

- 5.5.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 5.5.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.4 – Background & Security Investigations, of the Contract.

### **5.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

### **5.7 Training**

- 5.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

### **5.8 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m.

to 5:00 p.m., Monday through Thursday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twelve (12) hours of receipt of the call.

## **6.0 HOURS/DAY OF WORK**

Contractor will be available during the County's regular business hours of Monday through Thursday between 8:00 a.m. and 5:00 p.m. to respond to County inquiries. The County may require flexible, non-traditional hours.

This may require a change in the hours of operation which shall be accommodated by the Contractor at no additional cost to the County, and approved by the County.

## **7.0 WORK SCHEDULES**

Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

## **8.0 UNSCHEDULED WORK**

8.1 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or their designated representatives must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

8.2 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the County's Project Director or their designated representatives for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director or their designated representatives within five (5) working days after completion of the work.

8.3 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

8.4 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **9.0 GREEN INITIATIVES**

9.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

9.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

**EXHIBIT A-1**

**Los Angeles County Board of Supervisor Approval Package  
for  
Chiquita Canyon Landfill**

**Project No. R2004-00559-(5)**



COUNTY OF LOS ANGELES  
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July 25, 2017

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

Agenda No. S-1  
06/27/17

Re: **PROJECT NO. R2004-00559-(5)**  
**CONDITIONAL USE PERMIT NO. 2004-00042-(5)**  
**OAK TREE PERMIT NO. 2015-00007-(5)**  
**FIFTH SUPERVISORIAL DISTRICT/THREE-VOTE MATTER**

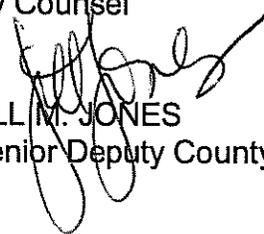
Dear Supervisors:

Your Board previously conducted a duly-noticed public hearing regarding four appeals of Regional Planning Commission's approval of the above-referenced entitlements, which authorized the continued operation and expansion of a Class III Landfill, located at 29201 Henry Mayo Drive, in the unincorporated community of Castaic, subject to conditions of approval. At the conclusion of the hearing, your Board indicated an intent to deny the appeals and approve the permits and instructed our office to prepare findings and conditions for your consideration. Enclosed are findings and conditions for your consideration.

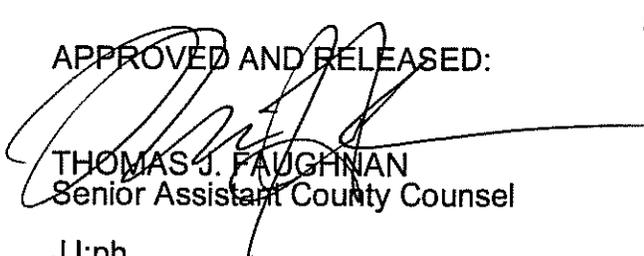
Very truly yours,

MARY C. WICKHAM  
County Counsel

By

  
JILL M. JONES  
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APPROVED AND RELEASED:

  
THOMAS J. FAUGHNAN  
Senior Assistant County Counsel

JJ:ph  
Enclosures

c: Sachi A. Hamai, Chief Executive Office  
Lori Glasgow, Executive Officer, Board of Supervisors  
Richard J. Bruckner, Director, Department of Regional Planning

**FINDINGS OF THE BOARD OF SUPERVISORS  
AND ORDER  
PROJECT NO. R2004-00559-(5)  
CONDITIONAL USE PERMIT NO. 2004-00042-(5)  
OAK TREE PERMIT NO. 2015-00007-(5)**

1. The Los Angeles County ("County") Board of Supervisors ("Board") conducted a duly-noticed public hearing on June 27, 2017, in the matter of Project No. R2004-00559-(5), consisting of Conditional Use Permit No. 2004-00042-(5) ("CUP") and Oak Tree Permit No. 2015-00007-(5) ("OTP") (collectively the "Project Permits"). The County Regional Planning Commission ("Commission") previously conducted duly-noticed public hearing sessions on the Project Permits on March 1, 2017, and April 19, 2017.
2. The permittee, Chiquita Canyon, LLC ("permittee"), requests the CUP to continue the operation and expansion of a Class III Landfill ("Project") located at 29201 Henry Mayo Drive ("Project Site"), in the unincorporated community of Castaic, in the A-2-2 (Heavy Agricultural – Two Acre Minimum Required Lot Area) and A-2-5 (Heavy Agricultural – Five Acre Minimum Required Lot Area) Zones. A CUP is required in the A-2 Zone for land reclamation projects, pursuant to Los Angeles County Code ("County Code") Section 22.24.150.
3. The permittee also requested the OTP to remove four oak trees related to the landfill operation and expansion within the A-2-2 and A-2-5 Zones, pursuant to County Code Section 22.56.2060.
4. In its Project application, the permittee requested the following: lateral expansion of the existing waste footprint from 257 acres to 400 acres; increased maximum elevation from 1,430 feet to 1,573 feet; increased daily disposal limits from 6,000 tons per day of waste to 12,000 tons per day; new entrance and support facilities; possible development of a household hazardous waste facility; mixed organics processing/composting operation; permission to accept all nonhazardous waste permitted at a Class III solid waste disposal landfill, exclusive of sludge; continued operation of the landfill and landfill gas-to-energy facility ("LFGTE"); new design features; environmental monitoring; relocation of a portion of Southern California Edison's existing Saugus-Elizabeth Lake-Fillmore 66 kilovolt (kV) Subtransmission Line to accommodate landfill improvements; and removal of four oak trees.
5. The Project Site consists of approximately 639 acres, and includes Assessor's Parcel Nos. ("APN") 3271-002-011, 3271-002-013, 3271-002-019, 3271-002-036, 3271-002-039, and 3271-005-034. The irregularly-shaped Project Site contains the existing landfill operations and LFGTE. Most of the site is mountainous, with elevations ranging from approximately 950 feet above sea level near the south property line, to a high of approximately 1,640 feet near the north property line. The Project Site fronts State Highway 126, the portion known

as Henry Mayo Drive, on the south side. The intersection of Wolcott Way and Henry Mayo Drive forms the southeast corner of the Project Site.

6. The Project Site is located in the Newhall Zoned District. APNs 3271-002-036 and 3271-002-039, which include approximately 308 acres of the Project Site, are in the A-2-5 Zone. The remainder of the Project Site, which includes APNs 3271-002-011, 3271-002-013, 3271-002-019 and 3271-005-034, is in the A-2-2 Zone. These zones are divided by a diagonal line running from northeast to southwest, with the A-2-5 Zone located to the south and east of this line, and A-2-2 Zone located to the north and west.
7. The Project Site was zoned A-2-2 and A-2-5 by Ordinance No. 7486, effective April 3, 1959. A portion of the south part of the Project Site, corresponding to the current boundaries of APN 3271-002-036 and a small part of APN 3271-002-039, was changed to the M-1.5 (Restricted Heavy Manufacturing) Zone by Ordinance 91022, effective October 17, 1991. The M-1.5 Zone area was subsequently changed to M-1.5-DP (Restricted Heavy Manufacturing-Development Program) Zone. The M-1.5-DP Zone area was changed back to the A-2-5 Zone through Zone Change 2012-0055Z, effective December 27, 2012.
8. Lot Line Adjustment RLLA 201300007, as reflected by a certificate of compliance recorded on February 18, 2014, adjusted the land area owned by permittee from approximately 622 acres to 639 acres. The current Project Site is "parcel one" of RLLA 201300007.
9. The Project Site is located within the Castaic Area Community Standards District ("CSD"). The CSD contains restrictions on development within 50 feet of primary significant ridgelines and within 25 feet of secondary significant ridgelines. No grading or development is proposed within the protected areas of any significant ridgelines.
10. The Project Site is located within the Community Serving ("P-CS") land use category of the Santa Clarita Valley Area Plan ("Area Plan") Land Use Policy Map.
11. Surrounding Zoning within a 500-foot radius of the Project Site includes:
  - North: A-2-2, M-1.5-DP, MPD-DP (Manufacturing-Industrial Planned Zone-Development Program);
  - South: SP (Newhall Ranch Specific Plan-Commercial Retail/Office, Medium Residential land use categories);
  - East: M-1.5-DP, M-1.5; and
  - West: SP (Newhall Ranch Specific Plan-Business Park and Open Area land use categories), R-1 (Single-Family Residence).

12. Surrounding land uses within a 500-foot radius of the Project Site include:
  - North: Vacant land, water tanks, light industrial uses;
  - South: Vacant land, agriculture uses;
  - East: Vacant land, post office distribution center, water tank; and
  - West: Vacant land, single-family residences.
13. The Project Site is currently accessible via Henry Mayo Drive to the south. Proposed new access will be from Wolcott Way at the southeast part of the lot, where Wolcott Way intersects with Franklin Parkway. The new entrance facilities will be approximately 500 feet north of Henry Mayo Drive.
14. The existing residential community of Val Verde is located to the northwest of the Project Site. The nearest residence is located on Roosevelt Avenue in the south part of Val Verde and is approximately 500 feet from the Project Site and approximately 1,100 feet from the developed area of the Project Site. Steep hillsides separate the Project Site from Val Verde.
15. A United States post office distribution facility is located immediately to the east of the Project Site. The nearest structure is approximately 150 feet from the Project Site, which is part of the post office facility. Other industrial uses at the Valencia Commerce Center are located to the east and north of the Project Site. Franklin Parkway connects the Valencia Commerce Center to Wolcott Way, off of which the new entrance facilities are proposed.
16. The Chiquita Canyon Landfill was first approved for a land reclamation project by the Commission on December 21, 1965, through Zone Exception Case ("ZEC") 7879. The Commission approved a related access road through ZEC 8040 on March 8, 1966, and allowed refuse disposal at the Project Site, in addition to the land reclamation project through ZEC 8191 on September 13, 1966. On March 2, 1977, the Commission approved CUP 1010 for continued operation and maintenance of a waste disposal facility and land reclamation project with appurtenant facilities. On November 24, 1982, the Commission approved CUP 1809 for expansion of the existing landfill with Class II and Class III disposal sites. The Board approved CUP 89-081 on May 20, 1997, for continued operation of a Class III landfill, after an appeal of the Commission's approval of CUP 89-081.
17. CUP 89-081 was scheduled to expire on November 24, 2019, or when the landfill reached a waste disposal limit of 23,000,000 tons, whichever occurred first. The permittee filed an application for the current CUP with the Department of Regional Planning ("Regional Planning") in 2004 to continue and expand the landfill use. Because environmental review of the application was still underway and the matter had not yet been set for a public hearing, and because the landfill was approaching the 23,000,000 tonnage limit, the permittee requested that the Director of Regional Planning ("Director") waive County Code Section 22.04.110 to allow the continued operation of the landfill during the CUP processing period,

to protect the health and safety of the County constituents. The Director granted the requested waiver on March 17, 2016, subject to interim operating conditions.

18. The interim operating conditions ensured that the permittee continue to comply with the CUP 89-081 conditions, with the exception of the 23,000,000 tonnage limit. Instead, the landfill, under the waiver, could not exceed the 29,400,000-ton-threshold analyzed in the Environmental Impact Report ("EIR") for CUP 89-081. The waiver allowed the landfill operations to continue on a temporary basis until the earlier of the following: (a) a final action is taken on the Project (withdrawal, approval, or denial); (b) July 31, 2017; or (c) revocation of the waiver by the Director. In June 2016, the landfill reached and exceeded the 23,000,000 tonnage limit, but it has continued to operate in accordance with the waiver, and associated conditions.
19. The site plan for the Project, which is dated May 2015, depicts the Project Site, which has an overall area of approximately 639 acres, located on the north side of Henry Mayo Drive, and fronting Wolcott Way and Franklin Parkway at the southeast part of the Project Site. New entrance facilities at Wolcott Way, which are a condition of this permit, include driveways, parking lots with a total of 32 parking spaces, scales and gatehouses, a queuing area, an administration building, and a mapped area for a potential household hazardous waste facility. The existing main driveway leads to and from the Main Canyon Landfill area. The new driveway from Wolcott Way will connect to the existing driveway. The Main Canyon Landfill area includes 188 acres of previously approved landfill area covering much of the western portion of the Project Site. The Main Canyon will include a lateral extension of 26.9 acres to the south and 115.8 acres to the north and east, for a total expansion area of approximately 143 acres. Two closed landfill areas, which will remain closed, are also depicted on the site plan, including the existing Primary Canyon Landfill, which covers 55 acres in the southerly part of the Project Site, and the Canyon "B" Landfill, which covers 14 acres near the eastern edge of the Project Site. The existing and proposed landfill areas will have a combined area of 400 acres.
20. In addition to the landfill areas, the Project Site plan depicts various infrastructure and improvements. A large storm water basin is located near the southwest corner of the Project Site. There is another storm water basin northeast of the Canyon "B" Landfill area, and six smaller storm water basins near the entrance facilities. The existing entrance facilities and office are located immediately east of the large storm water basin, near the southwest corner of the Project Site. These facilities will be removed, and there will no longer be access to the landfill directly from Henry Mayo Drive. The existing LFGTE facility is located to the east of the Main Canyon Landfill, near the center of the Project Site. Proposed borrow areas are shown to the east of the Primary Canyon Landfill and south of the Canyon "B" Landfill. Alternative facilities locations, which are support facilities for equipment storage and for maintenance purposes, are depicted to the east and west of the Main Landfill.

21. The total proposed landfill area of 400 acres represents 62.6 percent of the total 639-acre Project Site. Most of the remaining area will also undergo some form of development, including access roads, borrow areas, entrance facilities, future conversion technology set-aside area, storm water basins, graded areas, and other areas. The total potential impacted area covers 625.08 acres (97.8 percent), leaving 14.30 acres (2.2 percent) of the Project Site outside the limit of development.
22. The oak tree report submitted by the permittee, dated June 6, 2014, depicts four ordinance-size oak trees on the Project Site, each of which will be removed. Oak trees to be removed are Oak Tree Nos. 1, 2, 3, and 89. Oak Tree No. 1 is a Valley Oak (*Quercus lobata*) located near the south property line. The other three oak trees: Oak Tree Nos. 2, 3 and 89 are Coast Live Oaks (*Quercus agrifolia*). Oak Tree No. 2 is located near the existing entrance area, Oak Tree No. 3 is in the south expansion area of the Main Canyon Landfill, and Oak Tree No. 89 is adjacent to the new queuing area west of Wolcott Way. Oak Tree No. 89 has the largest trunk of the four oak trees, with a diameter of 18.5 inches, but it is identified in the oak tree report as in poor condition. The remaining three oak trees are rated as in good condition in the oak tree report. All four oak trees have multiple trunks.
23. An Environmental Impact Report ("EIR") was prepared for the Project, pursuant to the California Environmental Quality Act (Public Resources Code section 21000, et seq.) ("CEQA"), the State CEQA Guidelines, and the Environmental Document Reporting Procedures and Guidelines for the County. A Draft EIR ("DEIR") and Partially Recirculated Draft EIR ("PRDEIR") were completed for the Project, and then a Final EIR. A Mitigation Monitoring and Reporting Program ("MMRP") has been prepared to mitigate Project impacts to geology and hydrology, surface water drainage, biological resources, cultural and paleontological resources, air quality, greenhouse gas emissions, and climate change. With implementation of mitigation measures, environmental impacts to the Project will be reduced to less than significant levels, except for impacts to air quality, greenhouse gas emissions, and climate change. As a result of those remaining significant unavoidable impacts, CEQA Findings of Fact and a Statement of Overriding Considerations ("CEQA Findings and SOC") have been prepared for the Project.
24. Over the course of proceedings for the CUP/OTP application, Regional Planning staff ("Staff") received approximately 2,000 letters, emails, and oral testimony from both proponents and opponents to the Project regarding the environmental review and the Project in general. Many of the commenters submitted multiple comments in writing and at hearings held regarding the environmental review. The most frequent concerns expressed by the public and by other agencies were potential impacts to public health, air quality, odors, traffic, environmental justice issues, biological resources, greenhouse gases, the CUP 89-081 conditions, and a 1997 agreement between the Val Verde community and the previous operator of Chiquita Canyon Landfill, property values, project alternatives, and water

quality. The Final EIR contains detailed topical responses to 34 of the most common topics and specific responses to each of the public comments. The Project conditions, an Implementation and Monitoring Program ("IMP"), and the MMRP include requirements that address community concerns.

25. The Commission held a duly-noticed public hearing on the Project on March 1, 2017, at Rancho Pico Junior High School in Stevenson Ranch. Staff from Regional Planning and the County Department of Public Works ("Public Works") gave a presentation regarding the Project. Staff summarized the history of the landfill facility, the conditions of CUP 89-081, and the landfill's operation, pursuant to the waiver for purposes of meeting the County's solid waste management needs. Staff summarized the various issues raised by opponents to the Project, and ultimately recommended that the Commission approve the CUP and OTP for the continued operation of the landfill and expansion of the existing waste footprint with conditions.
26. To minimize the impacts of the landfill on the surrounding communities, among other things, Staff recommended: (a) reduction in the tonnage limits of approximately two million tons per year from what the permittee requested; (b) approval of monthly and yearly tonnage limits, consistent with what was allowed under CUP 89-081, but with limits on beneficial use materials, which CUP 89-081 did not limit; (c) decreased hours of operation; and (d) addition of various fees to pay for programs that help achieve policy goals and mandates to reduce waste, as well as mitigate impacts to neighbors and communities surrounding the impactful landfill use.
27. The permittee's representatives testified in favor of the Project, but requested that the Project analyzed in the EIR be approved, rather than the Project as modified and recommended by Staff. Other supporters of the Project generally spoke of the economic benefit to the community, because the Project provides employment opportunities, and the permittee has acted as a local philanthropist and provided direct economic benefits to surrounding communities. They also stated that the Project provides important infrastructure to the County, keeping waste disposal costs lower for businesses and residents, and that the permittee has been a responsible operator. Those in opposition to the Project reinforced concerns voiced in the EIR comments.
28. Due to time limitations at the opening day of the Commission hearing, 41 people who registered to testify were unable to do so at that hearing session. The Commission also requested additional time to review supplemental materials that were submitted after the publication of the staff report. The Commission then continued the public hearing to April 19, 2017, to its regular downtown location, requested that a remote testimony location be available in the Santa Clarita area, and asked Staff to report back on several issues at the next hearing session, including: (a) commitments made to the community in 1997 regarding closure of the landfill; (b) information regarding Sunshine Canyon Landfill, and potential impacts to the solid waste management of the County if Sunshine Canyon

Landfill was to close; (c) the circumstances leading to the waiver issued by the Director in 2016; (d) schools in proximity to the landfill, and the impact of the landfill on the schools; (e) confirmation of the tonnage limits of the 1997 permit, and whether such permit included the proposed expansion area; (f) the County's zero waste goals; and (g) information about whether the Project Site has been in the continuous ownership of the permittee.

29. At the Commission's April 19, 2017 hearing session, Staff responded to the Commission's prior inquiries, members from the public opposed to the Project reiterated concerns raised throughout the process, and members from the public in support of the Project reiterated the benefits of the Project. The permittee, in its rebuttal, reiterated its prior request that the Commission approve the Project as requested by the permittee, rather than as recommended and conditioned by Staff. The Commission then discussed the issues and ultimately approved the Project, generally as recommended by Staff, but with several modifications to address issues raised in public testimony.
30. The permittee and four groups of Project opponents separately filed timely appeals of the Commission's approval of the Project to the Board. The permittee contended, among other things, that the fees imposed constituted an unlawful takings, that it should be allowed a higher tonnage intake, and that it needed greater flexibility in hours of operation. Project opponents that filed appeals alleging environmental and health concerns and EIR deficiencies are: the Santa Clarita Organization for Planning and the Environment ("SCOPE"), Citizens for Chiquita Canyon Landfill Compliance ("C4CCLC"), Val Verde Civic Association ("VVCA"), and the Sierra Club.
31. The Board held its duly-noticed public hearing on the appeals of the Commission decision on June 27, 2017. Regional Planning and Public Works staff gave a brief presentation concerning the Project. The permittee's representatives and Project proponents testified in favor of the Project. The permittee again asked the Board to modify the conditions, as approved by the Commission to reduce the fees, increase the tonnage allowances, and to increase hours of operation. Project opponents testified against the Project, and raised concerns similar to those raised before the Commission.
32. At the conclusion of the public's testimony, the Board closed the public hearing, certified the EIR, adopted the CEQA Findings and SOC and MMRP, and indicated its intent to deny the appeals. The Board instructed County Counsel to prepare final findings and conditions for the Board's consideration, which included modifications to the conditions that were approved by the Commission. The modifications requested by this Board addressed concerns about tonnage intake, air quality monitoring, parks and open space plans for closed portions of the landfill, and other mitigation fees and measures.

33. The Board finds that the Final EIR for the Project was prepared in accordance with CEQA, the State CEQA Guidelines, and the Environmental Document Reporting Procedures and Guidelines of the County. The Board reviewed and considered the Final EIR, along with its associated MMRP and the CEQA Findings and SOC, and finds that it reflects the independent judgment of the Board. The CEQA Findings and SOC are incorporated herein by this reference, as if set forth in full.
34. The Board finds that the MMRP prepared in conjunction with the Final EIR, and consistent with the conclusions and recommendations of the Final EIR, identified in detail how compliance with its measures will mitigate or avoid potential adverse impacts to the environment by the Project. The MMRP and its requirements are incorporated into the conditions of approval for the Project.
35. The Board finds that after considering the Final EIR and the MMRP, together with any comments during the public review process, on the basis of the whole record before it, with the mitigation measures set forth and carried out through the MMRP, except for the environmental impacts set forth in the CEQA Findings and SOC, there is no substantial evidence that the Project would have a significant impact on the environment. The Board also finds, as set forth in the CEQA Findings and SOC, that the benefits and value of the Project outweigh the remaining significant unavoidable impacts of the Project, after all feasible mitigation has been implemented.
36. The Board finds that the Project is consistent with the development standards of the CSD in which the Project is located. The CSD restricts development within 50 feet of primary significant ridgelines and within 25 feet of secondary significant ridgelines. The primary significant ridgelines on the Project Site are located along or close to the northern and western property lines. Two short sections of secondary ridgelines are located in the southwest part of the Project Site. No grading or development is proposed within the protected areas of any significant ridgelines.
37. The Board finds that the Project conditions of approval, the IMP, and MMRP are designed to ensure that the landfill is operated in a way that avoids or mitigates potential nuisance, traffic and visual impacts to surrounding communities, including those within the CSD, and to ensure that the landfill operates safely and efficiently.
38. Project conditions require the permittee to pay fees that will be used to offset impacts to the County and its residents associated with operation of a landfill and disposal of waste, by funding programs and activities that enhance Countywide disposal capacity, mitigate landfill impacts in the unincorporated County areas, fund environmental, educational, and quality of life programs in unincorporated areas surrounding the landfill, and promote source reduction and recycling programs and the development of Conversion Technology facilities that benefit

the Santa Clarita Valley and the County, and assist the County with meeting its goals and requirements for waste diversion and organics recycling.

39. The Board finds the existing landfill use is consistent with the current zoning and land use category of the Project Site. It serves an important function as the second largest landfill in the County, and has been operating approximately 50 years. Its location behind mountains largely shields the operations from view from surrounding areas, and the permittee has managed the operations in a responsible manner. The Board also finds that the Project will help the County meet its future waste disposal capacity needs in a cost-effective manner, while adequately addressing the concerns raised in testimony by the public.
40. With the conditions, the Board finds that the permittee has in place adequate measures to respond to odor and air quality complaints. The permittee regularly exceeds State minimum standards and the normal recommended practices to cover trash and other areas of the landfill proactively to minimize odors from fresh trash.
41. The Board finds that the Project condition requiring the permittee to provide household hazardous waste ("HHW") collection services by funding 10 collection events per year in the Santa Clarita Valley, or funding five events per year and constructing and operating an HHW, will help protect the environment and the health and safety of residents near the landfill by providing residents with convenient, legal options for disposing of HHW and, thereby, discourage illicit disposal of HHW in the landfill.
42. The Board finds that conditions limiting the amount of material that the permittee may characterize as "beneficial use" are appropriate. Materials that are source-separated and diverted for use at the landfill for beneficial purposes are considered beneficial use and not solid waste. However, only those materials appropriate for the specific use and, in accordance with engineering, industry guidelines, or other standard practices in accordance with Title 14 California Code of Regulations section 20686, may be characterized as beneficial use. The Board finds that the conditions' limits on beneficial use materials are consistent with the amount that is appropriate for such uses.
43. The Board finds that the Project is consistent with the goals and policies of the Los Angeles County General Plan ("General Plan") and the Santa Clarita Valley Area Plan ("Area Plan"), a component of the General Plan.
44. As to the Area Plan, the Board finds that the Project complies with the following applicable Area Plan policies as follows:

Land Use Element Policy LU-9.1.3: "Protect major utility transmission corridors, pumping stations, reservoirs, booster stations, and other similar facilities from encroachment by incompatible uses, while allowing non-intrusive uses such as plant nurseries, greenbelts, and recreational trails." While a portion of SCE's

existing Saugus-Elizabeth Lake-Fillmore 66 kilovolt (kV) Subtransmission Line is proposed for relocation to accommodate landfill improvements, there will be no interruption in service and no interference with the transmission lines.

Land Use Element Policy LU-9.1.6: "Coordinate with appropriate agencies and organizations to ensure that landfill expansion needs are met while minimizing adverse impacts to Valley residents." The appropriate County departments and State agencies coordinated extensively in reviewing the proposed landfill expansion and in developing appropriate mitigation measures and conditions. Other organizations have been included in the environmental and permit consultation process, and their comments, as well as analyses of the potential adverse impacts of the Project to area residents, have been taken into consideration in this process.

45. In addition, the Board finds that the Project would help to meet the need for new landfill space, and to promote diversion of materials from landfills, as discussed in the Area Plan, and the County's Solid Waste Management Plan. Chiquita Canyon Landfill is the main landfill used by the City of Santa Clarita and the unincorporated areas of the Santa Clarita Valley. It is a vital component of the waste disposal infrastructure of the County and for the Santa Clarita Valley, and its continued operation and expansion will help to meet the need for landfill space, as described in the Area Plan.
46. In addition, the Board finds that the Project is consistent with the uses allowed in the Community Serving (P-CS) land use category of the Area Plan. This designation includes landfills among the allowable uses that are listed, subject to the underlying zoning designation requirements.
47. As to the General Plan, the Board finds that the Project complies with the following General Plan policies as follows:

General Plan Public Services and Facilities Element Policy PS/F 5.1: "Maintain an efficient, safe and responsive waste management system that reduces waste while protecting the health and safety of the public." Chiquita Canyon Landfill is an important part of the County's waste management system. Project conditions and mitigation measures are designed to ensure that the landfill is operated in a safe and efficient manner.

General Plan Public Services and Facilities Element Policy PS/F 5.2: "Ensure adequate disposal capacity by providing for environmentally sound and technically feasible development of solid waste management facilities, such as landfills and transfer/processing facilities." In 2015, the amount of waste disposed in or from the County was 9,721,311 tons. Chiquita Canyon Landfill accounted for 22.5 percent of the waste disposed in Class III landfills in the County, and 11.1 percent of the total solid waste for the County in 2015. Chiquita Canyon Landfill provides the County significant capacity to help meet its current waste disposal needs, and in meeting the projected needs, as anticipated

in the Integrated Waste Management Plan for Los Angeles County. The Project conditions, MMRP, and IMP provide requirements to ensure that the landfill implements recognized best practices and technological advancements in a way that is environmentally sound, while helping to meet the County's waste disposal capacity needs.

General Plan Public Services and Facilities Element Policy PS/F 5.4: "Encourage solid waste management facilities that utilize conversion and other alternative technologies and waste to energy facilities." The Project includes continued operation of a LFGTE facility. The Project Site includes an existing 9.2 megawatt LFGTE plant operated by Ameresco Chiquita Energy, LLC. The LFGTE plant uses gases extracted from the landfill through an on-site gas collection system, and converts it into energy, which is delivered to the local electrical grid. It provides enough energy to power approximately 10,000 homes per year. An area of land on the Project Site has also been identified for a future conversion technology facility.

General Plan Public Services and Facilities Element Policy PS/F 5.5: "Reduce the County's waste stream by minimizing waste generation and enhancing diversion." The Project includes diversion of waste materials from disposal and puts them to beneficial use. Some examples of beneficial use materials diverted from the waste stream include: shredded tires, used to protect the methane gas pipeline system as trench backfill for the construction of the landfill gas collection system; and construction and demolition debris, including concrete and other materials used to build all-weather roads and other surfaces on the Project Site. The continuing operation of the existing LFGTE plant will provide power to the local electrical grid. These uses will provide benefits to the County as a whole and to the local community.

General Plan Public Services and Facilities Element Policy PS/F 5.6: "Encourage the use and procurement of recyclable and biodegradable materials." In addition to the re-use of materials described above, the Project includes an organic waste composting facility. The composting facility would allow up to 560 tons per day of green waste, food waste, and other organic waste materials for composting. The organic material is to be processed on-site for distribution and use as mulch, biomass fuel and compost. Some of these materials would be used on the Project Site as beneficial use materials, and other materials would be available to customers who would use the materials off-site. The organic waste composting operation of the Project will provide an opportunity to recycle and beneficially use organic waste materials. Project conditions require its enclosure to minimize the potential for objectionable odors to adversely affect the community.

48. The Board finds that the proposed use is consistent with the A-2 zoning classification because land reclamation projects, such as a landfill, are permitted within this Zone with a CUP pursuant to County Code Section 22.24.150.

49. The Board finds that the Project satisfies the Conditional Use Permit Burden of Proof findings, required by County Code Section 22.56.040, as set forth in the Finding Nos. 50 to 52 below.
50. With the Project conditions, the Board finds that the Project will not adversely affect the health, peace, comfort, or welfare of persons residing and working in the surrounding area; will not be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the Project Site; and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, and general welfare. The Project is an established use that has been a part of the community for decades and continues to provide a safe location for the disposal of waste for both the Santa Clarita Valley and the rest of the County. The Project is subject to close oversight and regulation by County and State agencies such as the County Department of Public Health, Public Works, and CalRecycle. It is subject to the Project conditions, an MMRP, and an IMP designed to avoid adverse impacts to the community and to the environment and to ensure effective and safe landfill operations.
51. The Board finds that the Project Site is adequate in size and shape to accommodate the yards, walls, fences, parking, landscaping, and other development features as is required to integrate the Project into the surrounding area. The Project Site is 639 acres, of which 400 acres is designated as landfill area, including areas that are permanently closed, and areas that will be converted to open space, as required by the conditions. There is ample room for parking, access, and all other facilities needed for the Project's operations.
52. The Project Site fronts State Highway 126, Franklin Parkway and Wolcott Way. Project conditions require closure of the existing entrance on Highway 126 and relocation of the entrance to Wolcott Way, within one year of the effective date of the CUP. The relocation of the entrance facility is necessary to accommodate the plan by the California Department of Transportation ("Caltrans") to widen SR 126 and accommodate the landfill's operations with the increased development and urbanization of the area. These right-of-way and street improvements required to satisfy the requirements of Public Works and Caltrans are described in detail in the conditions and are summarized in the Neighborhood Impact/Land Use Compatibility section of the EIR. The Board finds that closure of the old entrance, in conjunction with the new entrance facilities, will help alleviate many of the traffic issues in the area, improving traffic circulation in the area and avoiding queuing of trucks onto the highway. These traffic-related improvements, along with the required contribution to the Westside Bridge and Major Thoroughfare Construction Fee District, will adequately offset the Project's traffic impacts. Therefore, the Board finds that the Project Site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of vehicle traffic the landfill use would generate, and by other public or private service facilities as are required.

53. The Board finds that an OTP is required for the Project because of the four oak trees the permittee proposes to remove, pursuant to County Code Section 22.56.2060. The Board finds that the Project meets the Burden of Proof requirements for an oak tree permit listed in County Code Section 22.56.2100, as set forth in Finding Nos. 54 to 56 below.
54. Four oak trees are to be removed, which are the only known ordinance-sized oak trees on the Project Site. The Board finds that construction of the proposed use will be accomplished without endangering the health of any remaining trees on the Project Site that are subject to Part 16 of Title 22 of the County Code. Removal of the four trees is required, due to the location of the trees in areas needed for the new entrance facilities, landfill expansion area, and related grading. Project conditions will require planting eight mitigation oak trees on the Project Site, as required by the County Code. Any future impacts to oak trees and oak woodlands will not be allowed until an Oak Tree and Woodland Mitigation Plan has been approved by Regional Planning, in accordance with Mitigation Measure BR-15 of the MMRP, and the required mitigation measures must be implemented for any such impacts to ensure the protection of oak trees and oak woodlands.
55. The Board finds that the removal of the oak trees proposed will not result in soil erosion through the diversion or increased flow of surface waters, which cannot be satisfactorily mitigated. The Project Site grading shall be accomplished only after receiving a grading permit from Public Works. Such grading shall be done appropriately to avoid any erosion or increased runoff, unless adequately mitigated to the satisfaction of Public Works, and in compliance with the Project's MMRP mitigation measures, and with the applicable regulations, such as the Low Impact Development requirements. Related mitigation measures include a requirement to retain a qualified engineer to evaluate the Project Site's potential for debris flow, and to recommend design provisions for control and cleanup of debris flows; to perform design-level geotechnical investigations to identify areas of expansive or collapsible soils in relation to buildings or structures; to perform additional testing, if deemed necessary, by the Project geotechnical and civil engineers; and to retain a qualified engineer to evaluate the surface water drainage and to make recommendations with regard to drainage issues.
56. The Board finds that the removal of the oak trees proposed is necessary because continued existence at present locations frustrates the planned improvement and proposed use of the subject property to such an extent that placement of such trees precludes the reasonable and efficient use of such property for a use otherwise authorized, and that the condition of one of the oak trees proposed for removal is in poor condition. The oak tree removals are necessary due to their location near the new entrance facilities, landfill expansion area, and related grading. There is no feasible alternate entrance area or landfill expansion area. The Board finds that the removal of the oak trees proposed will not be contrary to or be in substantial conflict with the intent and purpose of the oak tree permit procedure. The oak tree removals are necessary to accomplish

the Project, and the mitigation trees will compensate for the loss of the trees to be removed.

57. The Board finds that the proposed Project complies with the Zoning Code, including setback requirements. The A-2 Zone requires minimum setbacks from adjacent properties or the street of 20 feet in front, five feet on the sides, and 15 feet in the rear, pursuant to County Code Sections 22.24.170 A and 22.20.120. The proposed structures, landfill expansion areas, and other uses on the Project Site are located well outside of the required setback areas, as shown on the Exhibit "A" site plan for the Project. The landfill expansion area is approximately 70 feet from the property line at the closest point, and proposed structures are at least 70 feet from property lines.
58. The Board finds that the amount of parking provided is adequate for the Project, and complies with the County Code for the uses on the Project Site. The amount of parking required for the administrative office building is one space per 400 square feet, pursuant to the requirement for business or professional offices in County Code Section 22.52.1100. Based on an area of approximately 4,800 square feet, at least 12 parking spaces are required for this building. Parking required for the adjacent household hazardous waste facility, should it be built, would be ten spaces, based on an area of approximately 2,500 square feet, and one required parking space per 250 square feet for general commercial uses, pursuant to Section 22.52.1100 of the County Code. The current Exhibit "A" site plan for the Project shows a total of 32 parking spaces provided for these two structures, which exceeds the minimum of 22 spaces required.
59. The Board finds that it is necessary to limit the term of the grant to 30 years, or when the disposal limit of 60 million tons is reached, or when the landfill reaches its Limits of Fill, as depicted on Exhibit "A" (Elevation 1,430 Feet Alternative), whichever occurs first. Periodic reviews are to be conducted every five years after approval, with possible additional periodic reviews at the discretion of the Director. The purpose of the periodic reviews is to consider new or changed circumstances, such as physical development near the Project Site, future waste disposal needs of the County and of the Santa Clarita Valley, improved technological innovations in environmental protection and control systems, and other best management practices that might significantly improve the operations of the facility, and to determine if any changes to the IMP are warranted, based on the changed circumstances.
60. At each of the periodic reviews, the permittee must submit a Permit Compliance Study, an updated Closure Plan, updated Post-Closure Maintenance Plan, and a comprehensive study to analyze the long-term solid waste disposal needs of the Santa Clarita Valley, as required by the Project conditions. After consultation with all applicable County departments, a report and recommendations must be prepared by Staff and presented to a Hearing Officer at a public hearing. Based on the report and public testimony, the Hearing Officer will determine whether modification of the IMP is warranted, and whether the operations comply with the

conditions and the IMP. The IMP may be modified, if needed, at the periodic reviews to ensure that the landfill will continue to operate in a safe and effective manner. The decision of the Hearing Officer, as a result of the periodic review, may be appealed to the Commission, whose decision shall be final.

61. The Board finds that it is necessary to designate the end use of the Project Site, as indicated in the EIR, to be a passive park, open space park, or other type of publicly accessible recreational use in accordance with the covenants, conditions, and restriction on the landfill, and that if requested by the County or other applicable governmental agency, the operator will offer to dedicate such park or area upon completion to an appropriate entity.
62. The Board also finds that it is necessary to require the permittee to prepare and submit to Regional Planning a Primary Canyon Passive Park/Open Space Implementation Plan to establish protocols for the study, design, construction, and operation for public access on the closed portion of the landfill (Primary Canyon).
63. The Board finds that the fees required in the Project conditions are necessary to offset the costs associated with Project mitigation, enforcement activities, studies, programs, community benefits, and other costs related to the Project.
64. The Board finds that the out-of-area fee included in the conditions was created for two primary reasons: to be used to encourage development of future alternatives to landfills; and, to serve as a disincentive to those who bring trash originating outside of the Santa Clarita Valley. This fee encourages preservation of landfill capacity for the Santa Clarita Valley, and assists in mitigating significant air quality impacts of the Project. The generated fee will be used to fund the following programs, with half of the total fee generated for each: (1) Landfill Mitigation Program; and (2) Alternative-to-Landfilling Technology Program. If the on-site Conversion Technology facility is developed, then the out-of-area fee shall be reduced by half, and, in such case, the entirety of the remaining fees would thereafter be directed to the Landfill Mitigation Program.
65. The Board finds that this Project is subject to the provisions of section 711.4 of the California Fish and Game Code and the regulations of the California Department of Fish and Wildlife.
66. The Board finds that, pursuant to the provisions of Sections 22.60.174 and 22.60.175 of the County Code, the community was appropriately notified of the public hearing by mail, newspaper, property posting, library posting, and Board website posting. All 67 neighboring property owners within 1,000 feet of the Project Site were notified by mail, as were the 23 people or groups on the courtesy list for the Newhall Zoned District, 69 additional people who requested notification concerning the Project, and all 694 households residing in Val Verde. Additionally, case materials were available on the Regional Planning website, Board website, and at the Castaic Library and Valencia Library.

67. The location of the documents and other materials constituting the record of proceedings upon which the Board's decision is based in this matter is the Los Angeles County Department of Regional Planning, 13th Floor, Hall of Records, 320 West Temple Street, Los Angeles, California 90012. The custodian of such documents and materials shall be the Section Head of the Zoning Permits North Section, Department of Regional Planning.

**BASED ON THE FOREGOING, THE BOARD OF SUPERVISORS CONCLUDES:**

- A. The proposed use with the attached conditions will be consistent with the adopted General Plan and the Area Plan; will not adversely affect the health, peace, comfort, or welfare of persons residing or working in the surrounding area; will not be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the Project Site; and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.
- B. The proposed Project Site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in Title 22 of the County Code, or as is otherwise required to integrate said use with the uses in the surrounding area, and is adequately served by highways or streets of sufficient width, and improved as necessary to carry the kind and quantity of traffic such use would generate, and by other public or private service facilities as are required.
- C. The proposed construction of the proposed use will be accomplished without endangering the health of the remaining oak trees, subject to Part 16 of Title 22 of the County Code, on the subject property; the removal of the oak trees proposed will not result in soil erosion through the diversion or increased flow of surface waters, which cannot be satisfactorily mitigated; removal of the oak trees is necessary, as continued existence at the present locations frustrates the planned improvement or proposed use of the subject property to such an extent that alternative development plans cannot achieve the same permitted density, or that the cost of such alternative would be prohibitive; and the removal of the oak trees proposed will not be contrary to or be in substantial conflict with the intent and purpose of the oak tree permit procedure.

**THEREFORE, THE BOARD OF SUPERVISORS:**

1. Certifies that the EIR for the Project was completed in compliance with CEQA and the State and County Guidelines related thereto; certifies that it independently reviewed and considered the information contained in the EIR, and that the EIR reflects the independent judgment and analysis of the Board as to the environmental consequences of the Project; indicates that it certified the EIR at the conclusion of its hearing on the Project and adopted the CEQA Findings and SOC, and MMRP, finding that pursuant to section 21081.6 of the California Public Resources Code, the MMRP is adequately designed to ensure

compliance with the mitigation measures during Project implementation, found that the unavoidable significant effects of the Project after said mitigation measures are described in those CEQA Findings and SOC; and determined that the remaining, unavoidable environmental effects of the Project have been reduced to an acceptable level and are outweighed by specific health and safety, social, economic, legal, and/or environmental benefits of the Project, as stated in the Findings and SOC; and

2. Denies the appeals and approves Conditional Use Permit No. 2004-00042-(5) and Oak Tree Permit No. 2015-00007-(5), subject to the attached conditions.

**CONDITIONS OF APPROVAL  
PROJECT NO. R2004-00559-(5)  
CONDITIONAL USE PERMIT NO. 2004-00042-(5)  
OAK TREE PERMIT NO. 2015-00007-(5)**

1. This grant authorizes the continued operation and maintenance of a solid waste disposal facility at the Chiquita Canyon Landfill ("CCL"). In particular, this grant will:
  - A. Increase the permitted disposal area within CCL laterally by 149 acres to a total area of 400 acres to accommodate new waste and may have a maximum permitted elevation of 1,430 feet.
  - B. Upon the Effective Date, as defined in this grant, through December 31, 2024, allow an annual limit of intake of combined solid waste and beneficial use materials not to exceed 2,800,000 tons per year ("tpy").
  - C. Effective January 1, 2025 through 2047, allow an annual limit of intake of combined solid waste and beneficial use materials not to exceed 1,800,000 tpy.
  - D. Relocate the site entrance from State Highway 126, the portion known as Henry Mayo Drive, to Wolcott Way.
  - E. Provide for the development and operation of an on-site household hazardous facility and a closed mixed organics composting operation (anaerobic digestion).
2. Unless otherwise apparent from the context, the term "permittee" shall include the permittee, and any other person, corporation, or entity making use of this grant.
3. Unless otherwise apparent from the context, the following definitions shall apply to these Conditions of Approval ("Conditions"), and to the attached Implementation and Monitoring Program ("IMP"), adopted concurrently with this grant:
  - A. "Abandoned Waste" shall mean abandoned items such as mattresses, couches, doors, carpet, toilets, E-waste, and other furniture.
  - B. "ADC" shall mean Alternative Daily Cover, as permitted by Title 14 and Title 27 of the California Code of Regulation, Regional Water Quality Control Board and the Local Enforcement Agency.
  - C. "Alternative-to-Landfilling Technology" shall mean a technology capable of processing post-recycled or Residual Waste and other emerging technologies, in lieu of land disposal.

- D. "Anaerobic Digestion Facility" shall mean the facility that utilizes organic wastes as a feedstock from which to produce biogas.
- E. "Ancillary Facilities" shall mean the facilities authorized by this grant that are directly related to the operation and maintenance of the Landfill, and shall not include the facilities related to any other enterprise operated by the permittee, or any other person or entity, unless otherwise specifically authorized by this grant.
- F. "Approval Date" shall mean the date of the Board's approval of this grant.
- G. "Automobile Shredder Waste" shall mean the predominantly nonmetallic materials that remain after separating ferrous and nonferrous metal from shredder output.
- H. "Beneficial Use Materials" shall mean: (1) material imported to the Landfill that has been source-separated or otherwise processed and put to a beneficial use at the Facility, or separated or otherwise diverted from the waste stream and exported from the Facility, for purposes of recycling or reuse, and shall include, but not be limited to, green waste and other compostable organic materials, wood waste, asphalt, concrete, or dirt; (2) imported Clean Dirt that is used to prepare interim and final fill slopes for planting and for berms, provided that such importation of Clean Dirt has been shown to be necessary and has been authorized by the Department of Public Works; and (3) all ADC material types as permitted by this grant. Only materials that are appropriate for the specific use and in accordance with engineering, industry guidelines, or other standard practices, in accordance with Title 14 California Code of Regulations section 20686, may be classified as Beneficial Use Materials.
- I. "Biomass" shall mean any organic material not derived from fossil fuels, such as agricultural crop residues, bark, lawn, yard and garden clippings, leaves, silvicultural residue, tree and brush pruning, wood and wood chips, and wood waste, including these materials when separated from other waste streams. Biomass shall not include material containing sewage sludge, industrial sludge, medical waste, hazardous waste, or either high-level or low-level radioactive waste.
- J. "Biosolid" shall mean the organic byproduct material resulting from the treatment of sewage sludge and wastewater.
- K. "Board" shall mean the Los Angeles County Board of Supervisors.
- L. "CAC" shall mean the Community Advisory Committee, whose members are appointed by the Board of Supervisors, who will serve as a liaison between the permittee and the community.

- M. "CalRecycle" shall mean the State of California Department of Resource Recycling and Recovery or its successor agency.
- N. "Caltrans" shall mean the State of California Department of Transportation.
- O. "CARB" shall mean California Air Resources Board.
- P. "CEO" shall mean the Los Angeles County Chief Executive Office.
- Q. "Class III (non-hazardous) Landfill" shall mean a disposal facility that accepts non-hazardous Solid Waste for land disposal, pursuant to a solid waste facilities permit and applicable federal and State laws and regulations.
- R. "Clean Dirt" shall mean soil, other than Contaminated Soil, that is not mixed with any other material and that is used for coverage of the Landfill face, buttressing the Landfill, and construction of access roads, berms, and other beneficial uses at the Facility.
- S. "Closure" shall mean the process during which the Facility, or portion thereof, is no longer receiving Solid Waste and/or Beneficial Use Materials for disposal or processing, and is undergoing all operations necessary to prepare the Facility, or portion thereof, for Post-Closure Maintenance in accordance with a CalRecycle approved plan for Closure or partial final closure. Said plans shall be concurred by the TAC, as defined in this grant.
- T. "Closure Date" shall mean "Termination Date," as defined in this grant.
- U. "Commission" shall mean the Los Angeles County Regional Planning Commission.
- V. "Composting" shall mean the controlled or uncontrolled biological decomposition of organic wastes.
- W. "Compostable Organic Materials" shall mean any food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in with food material and when accumulated will become active compost.
- X. "Construction and Demolition Debris" shall mean material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land cleaning, landscaping, reconstruction, remodeling, renovation, repair, and site clean-up. Construction and Demolition Debris includes, but is not limited to: asphalt, concrete, brick, lumber, gypsum wallboard, cardboard

and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter.

- Y. "Contaminated Soil" shall mean soil that: (1) contains designated or nonhazardous material, as set forth in Title 23, Chapter 15, Article 1, section 2510, et seq., of the California Code of Regulations, including petroleum hydrocarbons, such as gasoline and its components (benzene, toluene, xylene, and ethylbenzene), diesel and its components (benzene), virgin oil, motor oil, or aviation fuel, and lead as an associated metal; and (2) has been determined pursuant to section 13263(a) of the Water Code to be a waste that requires regulation by the RWQCB or Local Oversight Agency.
- Z. "Conversion Technologies" shall mean the various state-of-the-art technologies capable of converting post-recycled or residual Solid Waste into useful products, green fuels, and renewable energy through non-combustion thermal, chemical, or biological processes.
- AA. "Conversion Technology Facility" shall mean a facility that processes Solid Waste into useful products, fuels, and/or energy through anaerobic and other non-combustion thermal, chemical, or biological processes.
- BB. "County" shall mean the County of Los Angeles.
- CC. "County Code" shall mean the Los Angeles County Code.
- DD. "CPI" shall mean Consumer Price Index, as adjusted on July 1 of each year at a minimum rate of two percent.
- EE. "Department of Public Works" shall mean the Los Angeles County Department of Public Works.
- FF. "Department of Regional Planning" shall mean the Los Angeles County Department of Regional Planning.
- GG. "Director of Public Works" shall mean the Director of the Los Angeles County Department of Public Works and his or her designees.
- HH. "Director of Regional Planning" shall mean the Director of the Department of Regional Planning and his or her designees.
- II. "Disposal" shall mean the final disposition of Solid Waste onto land into the atmosphere, or into the waters of the State of California. Disposal includes the management of Solid Waste through the Landfill process at the Facility.
- JJ. "Disposal Area" shall mean the "Landfill" as defined in this grant.

- KK. "DPH" shall mean the Los Angeles County Department of Public Health, acting as the LEA as appropriate. DPH is currently designated as the LEA by the Board, pursuant to the provisions of Division 30 of the California Public Resources Code, to permit and inspect Solid Waste disposal facilities and to enforce State regulations and permits governing these facilities. For purposes of this grant, DPH shall also include any successor LEA governing these facilities.
- LL. "Effective Date" shall mean the date of the permittee's acceptance and use of this grant as defined in Condition No. 5.
- MM. "Electronic Waste" shall mean all discarded consumer or business electronic equipment or devices. Electronic waste includes materials specified in the California Code of Regulations, Title 22, Division 4.5, Chapter 23, Article 1 (commencing with section 66273.3), and any amendments thereto.
- NN. "Environmental Protection and Control Systems" shall mean any surface water and ground water-quality monitoring/control systems, Landfill gas monitoring/control systems, landscaping and irrigation systems, drainage and grading facilities, Closure activities, Post-Closure Maintenance activities, foreseeable corrective actions, and other routine operation or maintenance facilities or activities.
- OO. "Facility" shall mean the entirety of the subject property, as depicted on the attached Exhibit "A," including all areas where Landfill and non-Landfill activities occur.
- PP. "Final Cover" shall mean the cover material required for Closure of the Landfill and all Post-Closure Maintenance required by this grant.
- QQ. "Footprint" shall mean the horizontal boundaries of the Landfill at ground level, as depicted on the attached Exhibit "A".
- RR. "Household Hazardous Waste" shall mean leftover household products that contain corrosive, toxic, ignitable, or reactive ingredients, other than used oil.
- SS. "IMP" shall mean the Implementation and Monitoring Program.
- TT. "Inert Debris" shall mean Solid Waste and/or recyclable materials that are source-separated or separated for recycling, reuse, or resale that do not contain: (1) hazardous waste, as defined in California Code of Regulations, Title 22, section 66261.3; or (2) soluble pollutants at concentrations in excess of State water quality objectives; and (3) do not contain significant quantities of decomposable waste. Inert Debris shall not contain more than one percent (by weight) putrescible waste. Inert Debris may be commingled with rock and/or soil.

- UU. "Inert Waste" shall mean a non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of applicable water-quality objectives established by a regional water board, pursuant to Division 7 (commencing with section 13000) of the California Water Code, and does not contain significant quantities of decomposable solid waste.
- VV. "Landfill" shall mean the portion of the subject property where Solid Waste is to be permanently placed, compacted, and then buried under daily, interim and Final Cover, all pursuant to applicable requirements of federal, State, and local laws and regulations. No portion of the Landfill shall extend beyond the "Limits of Fill," as defined in this grant, and no allowance for settlement of fill shall be used in determining the final elevations or design contours of the Landfill. "Landfill" does not include temporary storage areas, Final Cover, and Ancillary Facilities authorized by this grant.
- WW. "LEA" shall mean the Los Angeles County Local Enforcement Agency.
- XX. "Limits of Fill" shall mean the horizontal boundaries and vertical boundaries (as identified by contours) of the Landfill, as depicted on the attached Exhibit "A."
- YY. "Liquid waste" shall mean waste as defined in Title 27, section 20164 of the California Code of Regulations and includes non-hazardous sludge meeting the requirements contained in Title 23, Chapter 15, of the California Code of Regulation for disposal in a Class III Landfill.
- ZZ. "Materials Recovery Facility" shall mean a facility that separates solid waste into recyclable materials and Residual Waste.
- AAA. "MMRP" shall mean Mitigation Monitoring and Reporting Program.
- BBB. "Nuisance" shall mean anything which is injurious to human health or is indecent or offensive to the senses and interferes with the comfortable enjoyment of life or property, and affects at the same time a community, neighborhood, household, or any number of persons, although the extent of annoyance or damage inflicted upon an individual may be unequal and which occurs as a result of the storage, removal, transport, processing, or disposal of solid waste.
- CCC. "Operating Agreement" shall mean the Operating Agreement between the County through the Department of Public Works and the permittee for the operation of the Household Hazardous Waste Facility.

- DDD. "Organic Waste" shall mean food waste, green waste, and other compostable organic materials, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste, pursuant to AB1826 Chesbro (Chapter 727, Statutes of 2014).
- EEE. "Organic Waste Composting Facility" shall mean a facility at which composting is conducted and produces a product resulting from the controlled biological decomposition of mixed organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.
- FFF. "Periodic Review" shall mean the process in which the Technical Advisory Committee and a Hearing Officer or the Regional Planning Commission review the studies submitted by the permittee and issues a Finding of Fact and potentially approve changes to the IMP.
- GGG. "Permittee" shall include the applicant, owner of the property, their successors in interest, and any other person, corporation, or entity making use of this grant.
- HHH. "Post-Closure Maintenance" shall mean the activities undertaken at the Facility after the Closure Date to maintain the integrity of the Environmental Protection and Control Systems and the Landfill containment features, and to monitor compliance with applicable performance standards to protect public health, safety, and the environment. The containment features, whether natural or artificially designed and installed, shall be used to prevent and/or restrict the release of waste constituents onto land, into the atmosphere, and/or into the waters of the State of California, including waste constituents mobilized as a component of leachate or Landfill gas.
- III. "Post-Closure Maintenance Period" shall mean the period after Closure of the Landfill when the Solid Waste disposed of during the Landfill's operation could still pose a threat to public health, safety, or the environment.
- JJJ. "Post-Closure Maintenance Plan" shall mean the preliminary, partially final, or final plan or plans, as applicable, approved by CalRecycle and concurred with by the TAC for implementation of all Post-Closure Maintenance at the Facility.
- KKK. "Project" shall mean the activities of the Landfill whose ultimate development is depicted on Exhibit "A" of this grant. The Project includes the Landfill, its Ancillary Facilities and activities as approved by this grant, including, but not limited to, waste diversion facilities, household hazard waste facility, organic waste composting facility, offices and other

employee facilities, a leachate management facility, material storage areas, and Closure and Post-Closure Maintenance activities.

- LLL. "Recyclable" shall mean materials that could be used to manufacture a new product.
- MMM. "Residual Waste" shall mean the materials remaining after removal of recyclable materials from the Solid Waste stream.
- NNN. "RWQCB" shall mean the Regional Water Quality Control Board, Los Angeles Region.
- OOO. "Santa Clarita Valley" shall mean the area, as defined by the Los Angeles County General Plan 2035 in figure map 5.33, which was adopted by the Board of Supervisors on October 6, 2015.
- PPP. "SCAQMD" shall mean the South Coast Air Quality Management District.
- QQQ. "Sewage Sludge" shall mean any residue, excluding grit or screenings, removed from a wastewater treatment facility or septic tank, whether in a dry, semidry or liquid form.
- RRR. "Sludge" shall mean accumulated solids and/or semisolids deposited from wastewaters or other fluids. Sludge includes materials specified in the California Code of Regulations, Title 27, section 20690(b)(4).
- SSS. "Site Plan" shall mean the plan depicting all or a portion of the subject property, including any Ancillary Facilities approved by the Director of Regional Planning. "Site Plan" shall include what is referred to in this grant as Exhibit "A."
- TTT. "Solid Waste" shall mean all putrescible and non-putrescible solid and semi-solid wastes, such as municipal solid waste, garbage, refuse, rubbish, paper, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. "Solid Waste" excludes Beneficial Use Materials and substances having commercial value which are salvaged for reuse, recycling, or resale. "Solid Waste" includes Residual Waste received from any source.

Materials that are placed in the Landfill that could be classified as Beneficial Use Materials, but exceed the amount that is appropriate for a specific beneficial use in accordance with California Code of Regulations, Title 14, section 20686, or that exceed the monthly permitted quantities of Beneficial Use Materials, such as Construction and Demolition Debris, Inert Waste and green waste, are considered Solid Waste that is disposed in the Landfill.

- UUU. "Stockpile" shall mean temporarily stored materials.
  - VVV. "Stockpile Area" shall have the same meaning as "Temporary Storage Area," as defined in this grant.
  - WWW. "SWFP" shall mean a Solid Waste Facilities Permit issued by CalRecycle.
  - XXX. "SWMP" shall mean Solid Waste Management Program of the DPH.
  - YYY. "TAC" shall mean the Chiquita Canyon Landfill Technical Advisory Committee established pursuant to Part XIV of the IMP.
  - ZZZ. "Task Force" shall mean the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force.
  - AAAA. "Temporary Storage Area" shall mean an area of the Landfill where materials intended for Beneficial Use, salvage, recycling, or reuse may be placed for storage on a temporary basis, as approved by the Department of Public Works for up to 180 calendar days, unless a longer period is approved by the Department of Public Works, so long as such temporary storage does not constitute Disposal, as defined in this grant. Putrescible materials, except Construction and Demolition Debris or other Inert Debris not containing significant quantities of decomposable materials and more than one percent (by visual inspection) putrescible waste, shall not be placed in a Temporary Storage Area for more than seven calendar days under any circumstances.
  - BBBB. "Termination Date" shall mean the date upon which the Facility shall cease receiving Solid Waste and/or Beneficial Use Materials for disposal or processing in accordance with Condition Nos. 38 and 39 of this grant.
  - CCCC. "Trash" shall have the same meaning as "Solid Waste," as defined in this grant.
  - DDDD. "Wasteshed Area" shall mean the Santa Clarita Valley, as defined by the Los Angeles County Area Plan, which was updated and adopted by the Board of Supervisors on November 27, 2012.
  - EEEE. "Working Face" shall mean the working surface of the Landfill, upon which Solid Waste is deposited during the Landfill operation, prior to the placement of cover material.
4. Unless otherwise expressly provided in this grant, applicable federal, State, or local definitions shall apply to the terms used in this grant. Also, whenever a definition or other provision of this grant refers to a particular statute, code, regulation, ordinance, or other regulatory enactment, that definition or other provision shall include, for the life of this grant, any amendments made to the pertinent statute, code, regulation, ordinance, or other regulatory enactment.

5. This grant shall not be effective for any purpose until the permittee, and the owner of the subject property (if other than the permittee), have filed at the office of the Department of Regional Planning their affidavit stating that they are aware of and agree to accept all of the conditions of this grant, and that the conditions of this grant have been recorded, as required by Condition No. 10, and until all required monies have been paid, pursuant to Condition Nos. 13, 19, 20, and 125. Notwithstanding the foregoing, this Condition No. 5 and Condition Nos. 6, 7, 8, 9, and 13 shall be effective immediately upon the Approval Date of this grant by the County. The filing of the affidavit required by Condition No. 18 constitutes a waiver of the permittee's right to challenge any provision of this grant.
6. The permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees brought by any third party to attack, set aside, void, or annul this permit approval, or any related discretionary approval, whether legislative or quasi-judicial, which action is brought within the applicable time period of California Government Code section 65009, or other applicable limitations period. The County shall promptly notify the permittee of any claim, action, or proceeding, and the County shall fully cooperate in the defense. If the County fails to promptly notify the permittee of any claim, action, or proceeding, or if the County fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the County.
7. The permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County for damages resulting from water, air, or soil contamination, health impacts, or loss of property value during the operation, or Closure or Post-Closure Maintenance of the Facility.
8. In the event that any claim, action, or proceeding, as described above, is filed against the County, the permittee shall within ten days of the filing make an initial deposit with the Department of Regional Planning of \$10,000 from which actual costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in the County's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance provided to the permittee or the permittee's counsel.

If during the litigation process, actual costs or expenses incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of \$10,000. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

At the sole discretion of the permittee, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the cost for collection and duplication of records and other related

documents shall be paid by the permittee, according to County Code Section 2.170.010.

9. If any material provision of this grant is held or declared to be invalid by a court of competent jurisdiction, the permit shall be void, and the privileges granted hereunder shall lapse.
10. Prior to the Effective Date of this grant, the permittee, or the owner of the subject property if other than the permittee, shall record the terms and conditions of this grant in the office of the County Registrar-Recorder/County Clerk ("Recorder"). In addition, upon any transfer or lease of the subject property during the term of this grant, the permittee or the owner of the subject property, if other than the permittee, shall promptly provide a copy of the grant and its terms and conditions to the transferee or lessee of the subject property. Upon recordation, the permittee shall provide an official copy of the recorded conditions to the Director of Regional Planning.
11. This grant shall expire, unless it is used within one year from the Approval Date of the grant. A single one-year time extension may be requested in writing and with the payment of the applicable fee prior to such expiration date. This grant shall be considered used upon the receipt of Solid Waste at the Facility and disposal activities any day after Approval Date, and when permittee has completed the requirements of Condition No. 5.
12. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant, and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in full compliance shall be a violation of this grant. Inspections shall be made to ensure compliance with the conditions of this grant, as well as to ensure that any development undertaken on the subject property is in accordance with the approved site plan on file.

The permittee shall also comply with the conditions and requirements of all permits or approvals issued by other government agencies or departments, including, but not limited to, the permits or approvals issued by:

- A. CalRecycle;
- B. DPH, including the DPH letter dated February 23, 2017, and all other DPH requirements;
- C. The Department of Public Works;
- D. The Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force;
- E. CARB;

- F. The California Regional Water Quality Control Board ("CRWQCB");
- G. SCAQMD;
- H. The California Department of Fish and Wildlife;
- I. The United States Army Corps of Engineers;
- J. The California Department of Health Services;
- K. The Los Angeles County Fire Department, including the requirements in the Fire Department letter dated February 24, 2017; applicant must receive Fire Department clearance of gated entrance design off Wolcott Way and Fuel Modification Plan prior to Effective Date, and comply with all other Fire Department requirements; and
- L. The Department of Regional Planning.

The permittee shall not engage in activities which may impede the abilities of these agencies and other consultants hired by the County to conduct inspections of the site, whether announced or unscheduled.

- 13. Within five working days of the Approval Date of this grant, the permittee shall remit processing fees payable to the County in connection with the filing and posting of a Notice of Determination ("NOD") for this project and its entitlements, in compliance with section 21152 of the California Public Resources Code. Unless a Certificate of Exemption is issued by the California Department of Fish and Wildlife, pursuant to section 711.4 of the California Fish and Game Code, the permittee shall pay the fees in effect at the time of the filing of the NOD, as provided for in section 711.4 of the Fish and Game Code, currently \$3,153.25 (\$3,078.25 for an Environmental Impact Report plus \$75 processing fee). No land use project subject to this requirement is final, vested, or operative until the fee is paid.
- 14. Upon the Effective Date, the permittee shall cease all development and other activities that are not in full compliance with Condition No. 12, and the failure to do so shall be a violation of this grant. The permittee shall keep all required permits in full force and effect, and shall fully comply with all requirements thereof. Failure of the permittee to provide any information requested by County staff regarding any such required permit shall constitute a violation of this grant and shall be subject to any and all penalties described in Condition No. 20.

It is hereby declared to be the intent of this grant that if any provision of this grant is held or declared to be invalid by a court of competent jurisdiction, the permit shall be void, and the privileges granted hereunder shall lapse.

- 15. To the extent permitted by law, the Department of Regional Planning or DPH shall have the authority to order the immediate cessation of Landfill operations or

other activities at the Facility if the Board, Department of Regional Planning, or DPH determines that such cessation is necessary for the health, safety, and/or welfare of the County's residents or the environment. Such cessation shall continue until such time as the Department of Regional Planning or DPH determines that the conditions leading to the cessation have been eliminated or reduced to such a level that there no longer exists an unacceptable threat to the health, safety, and/or welfare of the County's residents or the environment.

16. The permittee shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program ("MMRP"), which are incorporated by this reference, as if set forth fully herein.
17. The permittee shall comply with the Implementation and Monitoring Program ("IMP"), which is attached hereto and incorporated by this reference, as if set forth fully herein.
18. Within 30 days of the Approval Date, the permittee shall record a covenant and agreement, which attaches the MMRP and the IMP, and agrees to comply with the mitigation measures imposed by the Environmental Impact Report for this project and the provisions of the IMP, in the office of the County Registrar-Recorder/Clerk ("Recorder"). Prior to recordation, the permittee shall submit a draft copy of the covenant and agreement to the Department of Regional Planning for review and approval. As a means of ensuring the effectiveness of the mitigation measures and IMP measures, the permittee shall submit annual mitigation monitoring reports to the Department of Regional Planning for approval, or as required, with a copy of such reports to the Department of Public Works, the CAC and the TAC. The report shall describe the status of the permittee's compliance with the required measures. The report shall be due for submittal on July 1 of each year, and shall be submitted for review and approval no later than March 30, annually.
19. Within 30 days of the Approval Date of this grant, the permittee shall deposit an initial sum of \$10,000 with the Department of Regional Planning to defray the cost of reviewing and verifying the information contained in the reports required by the MMRP, and inspecting the premises to ensure compliance with the MMRP, and to undertake any other activity of the Department of Regional Planning to ensure that the mitigation measures are satisfied, including, but not limited to, carrying out the following activities: enforcement, permitting, inspections, providing administrative support in the oversight and enforcement of mitigation measures, performing technical studies, and retaining the services of an independent consultant for any of the aforementioned purposes, or for routine monitoring of any and/or all of the mitigation measures. If the actual costs incurred pursuant to this Condition No. 19 have reached 80 percent of the amount of the initial deposit (\$10,000), and the permittee has been so notified, the permittee shall deposit supplemental funds to bring the balance up to the amount of the initial deposit (\$10,000) within ten business days of such notification. There is no limit to the number of supplemental deposits that may be

required during the life of this grant. The permittee shall replenish the mitigation monitoring account, if necessary, until all mitigation measures have been implemented and completed. Any balance remaining in the mitigation monitoring account upon completion of all measures and completion of the need for further monitoring or review by the Department of Regional Planning shall be returned to the permittee.

20. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor, pursuant to Section 22.60.340 of the County Code. Notice is further given that the Regional Planning Commission ("Commission") or a Hearing Officer may, after conducting a public hearing in accordance with Section 22.56.1780, et seq. of the County Code, revoke or modify this grant, if the Commission or Hearing Officer finds that these conditions have been violated, or that this grant has been exercised so as to be detrimental to the public's health or safety, or so as to be a nuisance, or as otherwise authorized pursuant to Chapter 22.56, Part 13, of the County Code.

In addition to, or in lieu of, the provisions just described, the permittee shall be subject to a penalty for violating any provision of this grant in an amount determined by the Director of Regional Planning, not to exceed \$1,000 per day per violation. For this purpose, the permittee shall deposit the sum of \$30,000 in an interest-bearing trust fund with the Department of Regional Planning, within 30 days after the Effective Date, to establish a draw-down account. The permittee shall be sent a written notice for any such violation with the associated penalty, and if the noticed violation has not been remedied within 30 days from the date of the notice, to the satisfaction of the Director of Regional Planning, the stated penalty, in the written notice shall be deducted from the draw-down account. If the stated violation is corrected within 30 days from the date of the notice, no amount shall be deducted from the draw-down account.

Notwithstanding the previous sentence, if the stated violation is corrected within 30 days from the date of the notice, but said violation recurs any time within a six-month period, the stated penalty will be automatically deducted from the draw-down account upon such recurrence, and the permittee will be notified of such deduction. If the deposit is ever depleted by 50 percent of the initial deposit amount (\$15,000), the permittee shall deposit additional funds sufficient to bring the balance up to the amount of the initial deposit (\$30,000) within ten business days of notification of the depletion. There shall be no limit to the number of supplemental deposits that may be required during the life of this grant. The balance remaining in the draw-down account, including interest, shall be returned to the permittee, upon the Director of Public Works' determination that the Landfill is no longer a threat to public health, safety, and the environment.

If the permittee is dissatisfied with any notice of violation, as described in the preceding paragraph, the permittee may appeal the notice of violation to the Hearing Officer, pursuant to Section 22.60.390(C)(1) of the County Code, within 15 days of receipt by the permittee of the notice of violation. The Hearing Officer

shall consider such appeal and shall take one of the following actions regarding the appeal:

- A. Affirm the notice of violation;
- B. Rescind the notice of violation; or
- C. Modify the notice of violation.

The decision of the Hearing Officer is final and shall not be subject to further administrative appeal.

- 21. All requirements of Title 22 of the County Code and of the specific zoning of the subject property must be complied with, unless otherwise modified as set forth in these conditions, or as shown on the approved Site Plan or Exhibit "A", or on a revised Exhibit "A" approved by the Director of Regional Planning.
- 22. All structures, walls, and fences open to public view shall remain free of graffiti or other extraneous markings, drawings, or signage that was not approved by the Department of Regional Planning. These shall include any of the above that do not directly relate to the business being operated at the Facility, or that do not provide pertinent information about the Facility. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization.

In the event of graffiti or other extraneous markings occurring, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.

The permittee shall also establish and maintain a graffiti deterrent program for approval by the Department of Public Works. An approved copy shall be provided to the Graffiti Abatement Section of the Department of Public Works.

## PROJECT SPECIFIC CONDITIONS

### GENERAL PROVISIONS

- 23. Upon the Effective Date, this grant shall supersede Conditional Use Permit ("CUP") 89-081(5) and shall authorize the continued operation of a Class III (non-hazardous) Solid Waste Landfill on the subject property. The maximum tonnage capacity to be received at the Facility shall be as follows:
  - A. Average Daily Tonnage Capacity
    - 1. Upon Effective Date through December 31, 2024, the amount of Solid Waste that may be disposed of in the Landfill shall average

6,616 tons per day, Monday to Saturday. The amount of all incoming materials that may be received for processing disposal and beneficial use at the Facility shall average 8,974 tons per day.

2. Effective January 1, 2025 through 2047, the amount of Solid Waste that may be disposed of in the Landfill shall average 3,411 tons per day, Monday to Saturday. The amount of all incoming materials that may be received for processing disposal and beneficial use at the Facility shall average 5,769 tons per day.

B. Facility Daily Maximum Capacity

The maximum tonnage of any combination of Solid Waste and other materials received by the Facility for processing, Beneficial Use Materials (including Composting) and disposal shall not exceed 12,000 tons on any given day, provided the Monthly Tonnage Capacity shall not be exceeded.

C. Monthly Tonnage Capacity

1. Upon Effective Date through December 31, 2024, the total quantity of all materials received for processing, disposal, and Beneficial Use Materials at the Facility shall not exceed 233,333 tons in any given month. The amount of Beneficial Use Materials processed as Beneficial Use in any given month shall not exceed 61,308 tons.
2. Effective January 1, 2025 through 2047, the total quantity of all materials received for processing, disposal, and Beneficial Use Materials at the Facility shall not exceed 150,000 tons in any given month. The amount of Beneficial Use Materials processed as Beneficial Use in any given month shall not exceed 61,308 tons.

- D. Composting Facility Capacity – The amount of incoming materials for processing at the Organic Waste Composting Facility shall not exceed 560 tons per day. This amount shall also be included in the amount of Beneficial Use Materials allowed.

E. Facility Annual Maximum Capacity

1. Upon Effective Date through December 2024, the maximum annual tonnage capacity of all materials received by the Facility for processing shall not exceed 2,800,000 tons in any calendar year. Of this overall tonnage, Solid Waste disposed may not exceed 2,064,300 tons and Beneficial Use Materials (including Compost) processed as Beneficial Use may not exceed 735,700 tons in any calendar year.
  2. Effective January 2025 through 2047, the maximum annual tonnage capacity of all materials received by the Facility for processing shall not exceed 1,800,000 tons in any calendar year. Of this overall tonnage, Solid Waste disposed may not exceed 1,064,300 tons and Beneficial Use Materials (including Compost) processed as Beneficial Use may not exceed 735,700 tons in any calendar year.
24. The Board may increase maximum daily, monthly, or annual amounts of Solid Waste allowed by Condition No. 23 if, upon the joint recommendation of the DPH and the Department of Public Works, the Board determines that an increase is necessary to appropriately manage the overall County waste stream for the protection of public health and safety, including at the time of a declared local, regional, State, or national disaster or emergency.
25. The County reserves the right to exercise its police power to protect the public health, safety, and general welfare of County residents by managing the Countywide waste stream, including preventing predatory pricing. The permittee shall not adopt waste disposal practices/policies at the Facility which discriminate against self-haulers, waste haulers, and other solid waste enterprises delivering waste originating in the unincorporated areas of Los Angeles County.
26. This grant shall also authorize the following Ancillary Facilities and activities at the Facility, as shown on the approved Exhibit "A," subject to the conditions of this grant:
- A. Office and employee facilities directly related to the Landfill, including offices or other facilities related to any other enterprise operated by the permittee or other person or entity employed by the permittee or acting on its behalf;
  - B. Operations related to the placement and disposal of Solid Waste;
  - C. Paint booth for equipment and containers;
  - D. Leachate collection and management facilities;

- E. Facilities necessary for the collection, utilization, and distribution of Landfill gases, as required and/or approved by the Department of Public Works, the DPH, or the SCAQMD;
- F. Facilities necessary for the maintenance of machinery and equipment used at the Landfill, excluding Solid Waste collection equipment and vehicles, and equipment or machinery used by the permittee in other enterprises;
- G. On-site waste diversion and recycling activities consistent in scale and purpose with the agreement entered into pursuant to Condition No. 45 of this grant;
- H. Facilities necessary for Environmental Protection and Control Systems, including flare stations, storage tanks, sedimentation basins, and drainage devices;
- I. Storage and repair of bins utilized for Landfill activities;
- J. Household hazardous waste consolidation area;
- K. Household Hazardous Waste Facility;
- L. Organics Waste Composting Facility; and
- M. Landfill Gas-to-Energy Plant.

In the event that revisions to the approved Site Plan, including the approved Exhibit "A," consistent with the intent of this grant and the scope of the supporting environmental documentation are proposed, such revised Site Plan shall be submitted to the Department of Public Works for review and pre-approval, and to the Director of Regional Planning for final approval, with copies filed with the Department of Public Works and the DPH. For the life of this grant, there shall be no revisions to the approved Exhibit "A" that change the Limits of Fill, and no Site Plan shall be approved that will change the Limits of Fill.

- 27. Household Hazardous Waste Facility and its operations shall be subject to the following use restrictions and pursuant to Condition No. 124 of this grant:
  - A. Household Hazardous Waste Facility may be used by the general public to drop off household hazardous wastes, including, but not limited to, used motor oil, used latex paints, used anti-freeze, and used batteries; and other wastes as may be defined in the Operating Agreement. The Household Hazardous Waste Facility is not to be used for general use by commercial or industrial entities, except for Conditionally Exempt Small Quantity Generators, which shall mean a generator that generates no more than 100 kilograms of hazardous waste in any calendar month.

- B. The Household Hazardous Waste Facility shall be no smaller than 2,500 square feet in size, exclusive of ingress and egress.
  - C. Recyclable materials shall not be collected in quantities or stored for periods which would cause the need for a hazardous waste facilities permit, unless such permit has been obtained.
  - D. Operating hours shall be as defined in the Operating Agreement, but in no event shall those hours exceed 6:00 a.m. to 9:00 p.m., seven days per week.
  - E. The Household Hazardous Waste Facility shall be staffed continuously during operating hours by a person(s) trained in hazardous material handling and management.
  - F. Household Hazardous Waste Facility development shall substantially conform to Exhibit "A," any requirements of this grant, and the mitigations listed in the visual impact section of the mitigation monitoring summary referenced in the MMRP.
28. Permittee may construct and operate an Organic Waste Composting Facility, together with certain ancillary and related activities as enumerated herein, subject to the following restrictions as to use:
- A. The facility may be used to receive process and compost green waste, food waste, and other organics waste materials and to store and distribute mulch, biomass fuel, and compost.
  - B. The facility location shall be designated on the Site Plan Exhibit "A" or an approved Revised Exhibit "A" prior to beginning operations. The location shall be approved by the Director of Public Works and shall be far away from residential and business areas. The facility shall be enclosed.
  - C. The Organic Waste Composting Facility operation shall receive no more than 560 tons per day of green waste, food waste, and other organics waste materials. No wastewater biosolids (e.g., sludge or sludge components) shall be allowed.
  - D. Operating hours shall be within the hours of 5:00 a.m. to 6:00 p.m., Monday to Saturday.
  - E. Access by customers for purposes of removing the solid products and by-products, including finished mulch and compost, shall not occur outside hours of 5:00 a.m. to 5:00 p.m., Monday to Saturday.
  - F. Permittee shall comply with all rules for odor abatement and prevention of the SCAQMD and the DPH. The permittee shall not allow odors to become a nuisance in adjacent residential and business areas. In the

event odors become a nuisance in adjacent residential and business areas, permittee shall take all necessary steps to abate that nuisance. If the permittee, despite the application of the best available technology and methodology, cannot abate the nuisance odors resulting from Organic Waste Composting Facility operations, the permittee shall terminate such operations.

- G. Upon commencement date of the Organic Waste Composting Facility, the permittee shall submit to the Department of Public Works, DPH-SWMP, and SCAQMD an Odor Control and Mitigation Plan for operation of the this facility.
29. The Final Cover of the Landfill shall not exceed the permitted elevation of 1,430 feet above mean sea level, and the Footprint shall not exceed the total permitted disposal area of 400 acres. No portion of the Landfill shall extend beyond the Limits of Fill, as shown on the approved Exhibit "A." The existing Landfill consists of the following, as shown on the approved Exhibit "A": existing Primary Canyon (55 acres, currently completely filled); existing Canyon B (14 acres, currently completely filled); existing Main Canyon (188 acres, currently 182 acres have been filled); and new fill areas (143 acres currently unfilled), together with certain ancillary and related activities, as enumerated herein, subject to the restrictions contained in this grant.
30. The permittee shall not sever, sell, or convey any portion, or the entirety of property for which this CUP is granted, without first notifying the Department of Regional Planning, with a copy to the Department of Public Works, at least 90 days in advance. Any future receiver of the subject property shall be required to acknowledge and accept all conditions of this grant prior to finalization of any conveyance.
31. The permittee shall keep all required permits in full force and effect, and shall fully comply with all requirements thereof. Failure of the permittee to provide any information requested by County staff regarding any such required permit shall constitute a violation of this grant, and shall be subject to any and all penalties described in Condition No. 20.
32. Nothing in these conditions shall be construed to require the permittee to engage in any act that is in violation of any State or federal statute or regulation.
33. The permittee shall reimburse DPH for personnel, transportation, equipment, and facility costs incurred in carrying out inspection duties, as set forth in the SWMP, including maintaining at least one full-time inspector at the Facility at least once a week, when waste is received and processed to the extent that these costs are not covered by the fees already paid for administration of the SWFP for the Landfill.

## INSURANCE REQUIREMENTS

34. Prior to the Effective Date, and thereafter on an annual basis, the permittee shall provide evidence of insurance coverage to the Department of Public Works in the amount of at least \$40 million that meets County requirements and that satisfies all the requirements set forth in this Condition No. 34. Such coverage shall be maintained throughout the term of this grant and until such time as all Post-Closure Maintenance requirements are met by the permittee and certified by the appropriate local, State, and federal agencies. Such insurance coverage shall include, but shall not be limited to, the following: general liability, automobile liability and pollution liability, and clean-up cost insurance coverage with, an endorsement for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount sufficient to meet all applicable State, federal, and local requirements, with no special limitations. Upon certification of coverage, and annually thereafter, a copy of such certification shall be provided to the Department of Public Works.
35. To ensure that the permittee has sufficient funds at Closure to provide for the continued payment of insurance premiums for the period described in Condition No. 34 of this grant, the permittee shall, within 60 months prior to the anticipated Closure Date, and annually thereafter, provide financial assurance satisfactory to the Department of Public Works that meets County requirements, as approved by the CEO, showing its ability to maintain all insurance coverage and indemnification requirements of Condition Nos. 34 and 36 of this grant. Such financial assurance shall be in the form of a trust fund or other financial instrument acceptable to the County. The Department of Public Works shall administer the trust fund, and all interest earned or accrued by the fund shall remain in the fund to keep pace with the cost of inflation.
36. To ensure that the permittee has sufficient funds for the Landfill's Closure and/or the Post-Closure Maintenance and maintenance of the Environmental Protection and Control System, the permittee shall, within 60 months of the anticipated Closure Date, and annually thereafter, provide financial assurance satisfactory to the Department of Public Works that meets County requirements, as approved by the CEO, that it is financially able to carry out these functions in perpetuity, or until the Landfill no longer is a threat to public health and safety, as determined by the Department of Public Works. The Department of Public Works' determination shall be based on an engineering study prepared by an independent consultant selected by the Department of Public Works. The permittee shall pay all costs associated with the independent consultant and the study within 30 days of receiving the invoice for the consultant's services. Such financial assurance shall be in the form of a trust fund or other financial instrument acceptable to the Department of Public Works. Permittee shall pay into the fund annually and the Department of Public Works shall administer the fund, and all interest earned or accrued by the fund shall remain in the fund to keep pace with the cost of inflation. The Department of Public Works may

consider, at its sole discretion, the financial assurance mechanism required under State law and regulation in meeting the intent of this Condition No. 36.

### PERIODIC REVIEW

37. Not less than one year before the 5th anniversary of the Effective Date of this grant, the permittee shall initiate a Periodic Review with the Department of Regional Planning. Additional Periodic Reviews shall be initiated by the permittee not less than one year before the 10th, 15th, 20th, and 25th anniversaries of the effective date of this grant. Additional Periodic Reviews may also be required at the discretion of the Director of Regional Planning. The purpose of the Periodic Reviews is to consider new or changed circumstances, such as physical development near the Project Site, improved technological innovations in environmental protection and control systems, and other best management practices that might significantly improve the operations of the Facility, and to determine if any changes to the facility operations and IMP are warranted based on the changed circumstances. To initiate the Periodic Review, the permittee shall submit for review a permit requirement compliance study which details the status of the permittee's compliance with the conditions of approval of this grant. Additionally, an updated Closure Plan and Post-Closure Maintenance Plan shall be submitted to the Department of Regional Planning and the TAC for review at this time, as well as the comprehensive waste disposal study referred to in Condition No. 106, and any other information that is deemed necessary by the Department of Regional Planning to ensure that the Landfill operations are operating as efficiently and effectively as possible, and that any potential adverse impacts are minimized, and that the Facility is not causing adverse impacts or nuisance in the surrounding communities.

The cost of the Periodic Reviews shall be borne by the permittee and is to be paid through the draw-down account referred to in Condition No. 125. For each Periodic Review, a report based on the latest information shall be made to the Hearing Officer by Department of Regional Planning staff at a public hearing pursuant to Part 4 of Chapter 22.60 of the County Code. Each report shall include a review of the performance of the Landfill and recommendations for any actions to be taken if found necessary. Such actions may include changes or modifications to the IMP, including any measures necessary to ensure that the Landfill will continue to operate in a safe and effective manner, and the Landfill closure will be accomplished timely and effectively. The decision of the Hearing Officer on the Periodic Review may be appealed to the Regional Planning Commission. The decision of the Regional Planning Commission shall be final.

### TERMINATION REQUIREMENTS

38. The maximum life of this grant shall be 30 years, effective from the Approval Date. The Termination Date shall be either date that: (1) the Landfill reaches its Limits of Fill as depicted on Exhibit "A" (Elevation 1,430 feet Alternative); or (2) 60 million tons; or (3) 30 years after the Approval Date of this grant,

whichever occurs first. At least 12 months prior to the 20th anniversary of the Approval Date, if the permittee has not exhausted the available Landfill capacity within the Limits of Fill depicted on Exhibit "A," the permittee shall conduct a study to determine the remaining capacity of the Landfill and identify all activities and schedules required for the Closure and Post-Closure maintenance of the Facility. The study shall be submitted to the TAC and CAC for their independent review. Upon their review, the TAC and CAC shall report to the Director of Regional Planning their findings regarding the remaining capacity of the Landfill and the Termination Date. Upon consideration of their findings, the Director of Regional Planning shall establish a certain Termination Date for the Landfill, but in no event shall the Termination Date be a date that is later than 30 years after the Approval Date.

39. Upon the Termination Date, the Facility shall no longer receive Solid Waste and/or Beneficial Use Materials for disposal or processing; however, the permittee shall be authorized to continue operation of any and all facilities of the Landfill as are necessary to complete: (1) the mitigation measures required by this grant; (2) the Closure and Post-Closure Maintenance required by federal, State, and local agencies; and (3) all monitoring and maintenance of the Environmental Protection and Control Systems required by Condition No. 88. No later than six months after the Termination Date, all Landfill facilities not required for the above-mentioned functions shall be removed from the subject property, unless they are allowed as a matter of right by the zoning regulations then in effect.

#### OPERATING HOURS

40. The Facility shall be subject to the following operating hours:
  - A. Upon Effective Date through December 31, 2024, the Facility may receive Solid Waste and Beneficial Use Materials only between the hours of 4:00 a.m. to 5:00 p.m., Monday through Saturday. At any given time, no offsite queuing shall be allowed.
  - B. Effective January 2025 through 2047, the Facility may receive Solid Waste and Beneficial Use Materials only between the hours of 5:00 a.m. to 5:00 p.m., Monday through Saturday. At any given time, no offsite queuing shall be allowed.
  - C. The Facility and all of its operations shall be closed on Sundays.
  - D. Upon Effective Date through December 2024, the Facility operations, such as site preparation and maintenance activities, waste processing, and the application of cover, shall be conducted only between the hours of 3:00 a.m. and 7:00 p.m., Monday through Saturday. This operating restriction shall not apply to Facility activities that require continuous operation, such as gas control.

- E. Effective January 2025 through 2047, the Facility operations, such as site preparation and maintenance activities, waste processing, and the application of cover, shall be conducted only between the hours of 4:00 a.m. and 7:00 p.m., Monday through Saturday. This operating restriction shall not apply to Facility activities that require continuous operation, such as gas control.
- F. These hours of operations in subsections A. and B., above, may be extended to receive Inert Debris at the site to accommodate special projects that generate construction debris at night time, only with an Operational Assessment Plan, approved by the Department of Public Works.
- G. Upon the Effective Date through December 2024, equipment maintenance activities at the Facility may be conducted only between the hours of 3:00 a.m. and 7:00 p.m., Monday through Saturday.
- H. Effective January 2025 through 2047, equipment maintenance activities at the Facility may be conducted only between the hours of 4:00 a.m. and 7:00 p.m., Monday through Saturday.
- I. Upon the Effective Date through December 2024, no diesel vehicle shall be started at the Facility between the hours of 7:00 p.m. and 3:00 a.m.
- J. Effective January 2025 through 2047, no diesel vehicle shall be started at the Facility between the hours of 7:00 p.m. and 4:00 a.m.
- K. Notwithstanding anything to the contrary in this Condition No. 40, emergency operations, mitigation measures necessary to avoid adverse environmental impacts, and equipment repairs, which cannot be accomplished within the hours set forth in this Condition No. 40, may occur at any time, if approved via written electronic authorization by the DPH. A copy of this authorization shall be provided to the Director of Regional Planning.
- L. Notwithstanding the forgoing, Solid Waste and Beneficial Use Materials may be received at other times than those just described, except on Sundays, if the DPH determines that extended hours are necessary for the preservation of public health and safety.

#### MAXIMIZING FACILITY CAPACITY

- 41. The permittee shall prepare fill sequencing plans for Landfill operations to maximize Landfill capacity, and such plans must be technically, environmentally, and economically feasible. The permittee shall submit fill sequencing plans to the Department of Public Works for review and approval within 90 days after the Effective Date, so that the Department of Public Works can verify that the plans

have been properly prepared and adequately reflect the amount of material that will be placed in the Landfill. Any subsequent changes to the approved sequencing plans must be approved by the Department of Public Works prior to implementation. The plans approved by the Department of Public Works shall not be in conflict with those contained in the latest State-approved Joint Technical Document for the Facility.

42. Within 180 days after the Effective Date, or a longer period if approved by the Department of Public Works, the permittee shall adopt and implement appropriate measures to ensure that the method to determine that the waste origin and the amount of Solid Waste received, processed and/or disposed at the facility is accurate. The permittee shall comply with this condition and Part IV of the IMP.

The waste origin and reporting program shall be developed by the permittee for review and approval by the Department of Public Works. The permittee shall submit the data from this program on a monthly basis to the Department of Public Works for review, or at other frequency, as determined by the Director of the Department of Public Works. Based on the initial results from this program, the Department of Public Works may require the permittee to modify the program or to develop or implement additional monitoring or enforcement programs to ensure that the intent of this Condition No. 42 is satisfied.

The Waste origin and reporting program shall include all incoming solid waste, beneficial use materials, composting materials, clean soil used for daily and intermediate cover, and any other material coming to the Facility.

43. The permittee shall operate the Facility in a manner that maximizes the amount of Solid Waste that can be disposed of in the Landfill, by, at a minimum:
- A. Implementing waste compaction methods to equal or exceed the compaction rates of comparable privately-operated Landfills in Los Angeles County;
  - B. Investigating and implementing methods to divert or reduce intake of high volume, low-density materials that are incapable of being readily compacted;
  - C. Investigating and implementing methods to reduce the volume of daily cover required at the Landfill, as allowed by the appropriate regulatory agencies;
  - D. Utilizing waste materials received and processed at the Facility as an alternative to daily intermediate, and Final Cover, to the extent such usage is deemed technically feasible and proper by the appropriate regulatory agencies. Notwithstanding the preceding sentence, green waste, automobile shredder waste, cement kiln dust, dredge spoils, foundry sands, processed exploration waste from oil wells and contaminated sites,

production waste, shredded tires, and foam shall not be used as daily, intermediate, or Final Cover at the Landfill;

- E. To the extent economically and practically feasible, Construction and Demolition Debris shall not be disposed, but rather shall be separated, and recycled and/or made available for reuse, consistent with the goals of the California Integrated Waste Management Act of 1989;
  - F. Investigating and implementing methods to recycle manure; and
  - G. All Solid Waste accepted at the Facility that originates from outside the Santa Clarita Valley, including the metropolitan area of Los Angeles County, must be pre-processed or undergo front-end recovery methods to remove all Beneficial Use Materials and Construction and Demolition Debris from the waste stream prior to transport to the Facility to the maximum extent practicable, as determined by the Department of Public Works. As part of its annual report to the TAC and CAC required by the IMP, the permittee shall submit documentation detailing the results of this requirement. The report must, at a minimum, include the types, quantity, and amount of all Beneficial Use Materials and Construction and Demolition Debris recovered from the waste stream. Notwithstanding the foregoing, Solid Waste originating from residential areas with a three-bin curbside collection system is exempt from this requirement.
44. To the extent feasible, the permittee shall minimize the disposal of Solid Waste into the Landfill that is required to be diverted or recycled under the County's Source Reduction and Recycling Element of the Countywide Integrated Waste Management Plan, adopted pursuant to Division 30 of the California Public Resources Code, and/or the Waste Plan Conformance Agreement, approved by the Board on November 21, 2000, as these documents and agreements may be amended.
45. Within 180 days after the Effective Date, and thereafter as is necessary, the Waste Plan Conformance Agreement referred to in Condition No. 44 shall be amended and approved to be consistent with applicable County waste management plans. The Director of Public Works shall be authorized to execute all amendments to the Waste Plan Conformance Agreement on behalf of the County. This Agreement shall continue to provide for: (1) the control of and accounting for all the Solid Waste, and Beneficial Use Material and Composting Materials entering into, and for recycled or diverted material leaving, the Facility; (2) the implementation and enforcement of programs intended to maximize the utilization of available fill capacity, as set forth in Condition No. 43; and (3) the implementation of waste diversion and recycling programs in accordance with applicable County waste management plans.

46. Within 180 days after the Effective Date, or a longer period if approved by the Department of Public Works, the permittee shall adopt a program to assist the County in its diversion efforts, including:
- A. Utilizing alternative daily cover at the Landfill, to the extent permitted by the appropriate regulatory agencies;
  - B. Using a portion of the Facility to transfer loads of commingled recyclables to sorting facilities;
  - C. To the extent feasible, recovering scrap metal and other materials from loads of waste received at the Facility;
  - D. To the extent feasible, recovering and recycling Construction and Demolition Debris received at the Facility to be placed into the economic mainstream and/or reusing it at the Facility, to the extent that it is appropriate for the specific use and in accordance with engineering, industry guidelines, or other standard practices, in accordance with Title 14 California Code of Regulations section 20686;
  - E. Composting shredded wood waste and organics at the Landfill, including but not limited to Anaerobic Digestion Composting, provided such composting project is approved by the Department of Public Works and is consistent with the intent of this permit;
  - F. Stockpiling and grinding of wood/green material for use as mulch, boiler fuel, or feedstock for an alternative energy project, provided such energy project is approved by the Department of Public Works and is consistent with the intent of this permit;
  - G. Stockpiling and grinding of concrete/asphalt material for use as base, road material, and/or decking material;
  - H. Development of Conversion Technologies to divert waste from disposal, provided such Conversion Technology project is approved by the Department of Public Works and is consistent with the intent of this permit;
  - I. Consolidation of electronic waste such as computers, televisions, video cassette recorders, stereos, copiers, and fax machines;
  - J. Consolidation of white goods such as refrigerators, stoves, ovens, and other white-coated major appliances; and
  - K. Implementing a comprehensive public awareness and education program informing Santa Clarita Valley residents of the Facility's recycling activities/programs. The program must be submitted to the Department of Public Works for review and approval within 90 days after the Effective Date.

47. The permittee shall discourage haulers from delivering partial truck loads to the Facility, and from delivering trucks to the Facility during peak commuting hours; higher tipping fees for such behavior is recommended. Notwithstanding the preceding sentence, in lieu of charging higher tipping fees, the permittee may implement some other program, as approved by the Department of Public Works, to discourage this type of activity by its customers.

#### PROHIBITED MATERIALS

48. The following types of waste shall constitute prohibited waste and shall not be received, processed nor disposed of at the Facility: Automobile Shredder Waste; Biosolid; Sludge, or Sewage Sludge; incinerator ash; radioactive material; hazardous waste, as defined in Title 22, section 66261.3 of the California Code of Regulations; medical waste, as defined in section 117690 of the California Health and Safety Code; liquid waste; waste that contains soluble pollutants in concentrations that exceed applicable water quality objectives; and waste that can cause degradation of waters in the State, as determined by the RWQCB. The permittee shall implement a comprehensive Waste Load Checking Program, approved by the DPH, to preclude disposal of prohibited waste at the Landfill. The program shall comply with this Condition No. 48, Part IV of the IMP, and any other requirements of the DPH, the State Department of Health Services, the State Department of Toxic Substances Control, and the RWQCB.
49. Notices regarding the disposal restrictions of prohibited waste at the Facility and the procedures for dealing with prohibited waste shall be provided to waste haulers and private users on a routine basis. These notices shall be printed in English and Spanish and shall be posted at prominent locations at the Facility, indicating that anyone intentionally or negligently bringing prohibited waste to the Facility may be prosecuted to the fullest extent allowed by law.
50. In the event that material suspected or known to be prohibited waste is discovered at the Facility, the permittee shall:
  - A. Obtain driver's name, company name, address, and any other information as appropriate, and vehicle license number;
  - B. Immediately notify all appropriate State and County agencies, as required by federal, State, and local law and regulations;
  - C. If permittee discovers that such prohibited material has been accepted at the Facility, and after further review it is determined that it cannot immediately be removed by a licensed hauler, permittee shall store the material at an appropriate site approved by the DPH and the RWQCB until it is disposed of in accordance with applicable State and local regulations; and

- D. Maintain a record of the prohibited waste to be part of the permittee's annual report required under the IMP, and to include, at a minimum, the following information:
1. A description, nature, and quantity of the prohibited waste;
  2. The name and address of the source of the prohibited waste, if known;
  3. The quantity of total prohibited waste involved;
  4. The specific handling procedures used; and
  5. A certification of the authenticity of the information provided.

Nothing in this Condition No. 50 shall be construed to permit the permittee to operate the Facility in any way so as to constitute a Hazardous Waste Disposal Facility, as defined under State law.

#### GRADING/DRAINAGE

51. Except as otherwise provided in this Condition No. 51, areas outside of the Limits of Fill shall not be graded or similarly disturbed to create additional Landfill area, except that additional grading may be approved by the Department of Public Works, if the Department of Public Works determines, based on engineering studies provided by the permittee and independently evaluated by the Department of Public Works, that such additional grading or disturbance is necessary for slope stability or drainage purposes. Such a determination by the Department of Public Works shall be documented in accordance with Part I of the IMP, and the permittee shall submit a revised Site Plan for review and approval by the Department of Public Works to show the additional grading and/or disturbance. A copy of the approved revised Site Plan shall be filed with the Director of Regional Planning, the Department of Public Works, and DPH. For the life of this grant, there shall be no revisions to the approved Exhibit "A," that will change the Limits of Fill, and no Site Plan shall be approved that will change the Limits of Fill.
52. The permittee shall conduct surface water monitoring at the Facility in accordance with appropriate federal, State, and County regulations, including the National Pollutant Discharge Elimination System (NPDES), the Los Angeles County Low Impact Development Ordinance, and County Code Title 27 requirements. Permittee shall publish the results of surface monitoring on the Facility's website, and shall provide such result to the TAC and to the CAC within seven business days of providing the results to the RWQCB.

Nothing in this grant shall be construed as prohibiting the installation of water tanks, access roads, flares, or other similar facilities at the Facility, or

implementing any mitigation program, that is required by this grant or by any other permit issued by a public agency in connection with the Landfill.

53. Notwithstanding anything to the contrary in this grant, no approval shall be granted to the permittee that will modify the authorized Limits of Fill or that will lower or significantly modify any of the ridgelines surrounding the Landfill.
54. The permittee shall comply with all grading requirements of the Department of Public Works and the County Code. In addition to any other requirements that may apply, the permittee shall obtain prior approval from the Department of Public Works for all grading that is outside the Landfill footprint and all grading within the Landfill footprint that could impact off-site property, as determined by the Department of Public Works, including, but not limited to, grading in connection with cell development, stockpiling, or excavation for borrow and cover materials.
55. The permittee shall install and/or maintain appropriate drainage structures at the Facility to comply with all drainage requirements of the Department of Public Works, the RWQCB, and any other appropriate regulatory agency. Except as otherwise specifically provided by the Department of Public Works, all drainage structures, including sedimentation basins, shall be designed and constructed to meet all applicable drainage and grading requirements of the Department of Public Works, and all design and construction plans for these structures must have prior approval from the Department of Public Works. Notwithstanding the foregoing, at the discretion of the Department of Public Works, the permittee may be permitted to install temporary drainage structures designed for day-to-day Facility operations without prior approval from the Department of Public Works. In all cases, the Landfill and its drainage structures shall be designed so as to cause surface water to be diverted away from disposal areas. All design modifications shall have the prior approval from the Department of Public Works.
56. All development structures and activities pursuant to this grant shall conform to the requirements of the Department of Public Works.

#### GROUNDWATER PROTECTION

57. The permittee shall install and maintain containment (liner) systems and leachate collection and removal systems as required by the RWQCB. The design of Landfill liners shall be as approved by the RWQCB.
58. The permittee shall conduct water quality monitoring at the Facility for the protection of groundwater, as required by both State and federal regulations and under the regulatory authority of RWQCB, as contained in Title 23, Chapter 15, Article 5, of the California Code of Regulations. The permittee shall publish the results of groundwater monitoring on the Facility's website, and shall provide such reports to the TAC and to the CAC within seven business days of providing the results to the RWQCB.

The permittee shall install and test any and all groundwater monitoring wells that are required by the RWQCB, and shall promptly undertake any action directed by the RWQCB to prevent or correct potential or actual contamination that may affect groundwater quality, or water conveyance, or water storage facilities. All testing and remedial actions required by the RWQCB to detect, prevent, and/or correct groundwater contamination shall be completed, or guaranteed to be completed, to the satisfaction of the RWQCB with notice to the Department of Public Works.

59. During the duration of this grant, the project shall use recycled water once a recycled water pipeline is extended to the Newhall Ranch residential development. The permittee shall obtain the necessary permits to connect to such a recycled water pipeline, construct any necessary access, and connect to the piped recycled water.
60. In the event groundwater use is restricted in the future pursuant to court order or judgment, the permittee shall purchase water from County-authorized water purveyors, including County-authorized recycled water purveyors for non-potable uses, or authorized State Water Project contractors, and shall otherwise conform to the rules, regulations, and restrictions set forth in any applicable court order or judgment, including those rules, regulations, and restrictions that would require the permittee to pay assessments, if any.

#### LANDSCAPING, COVER AND RE-VEGETATION AND AESTHETIC REQUIREMENTS

61. The permittee shall comply with the following landscaping, cover and re-vegetation requirements at the Landfill:
  - A. Three copies of a landscape plan shall be submitted to and approved by the Director of Regional Planning within 180 days after the Effective Date. The landscape plan shall show size, type, and location of all plants, trees, and watering facilities required as a condition of this grant. All landscaping shall be maintained in a neat, clean, and healthful condition in accordance with the approved landscape plan, including proper pruning, weeding, removal of litter, fertilizing, and replacement of plants and trees when necessary, but not to exceed quarterly (three months-period).
  - B. An annual monitoring report shall be prepared by an independent, qualified biologist and submitted to the Director of Regional Planning providing status and progress of the provisions in this Condition No. 61. The monitoring report shall be submitted as part of the annual report required pursuant to Part VIII of the IMP.
  - C. The permittee shall employ an expert or experts, including an independent, qualified biologist, to satisfy this Condition No. 61. Soil sampling and laboratory analysis shall be conducted in all areas that are required to be re-vegetated before any re-vegetation occurs to identify

chemical or physical soil properties that may adversely affect plant growth or establishment. Soil amendments and fertilizer recommendations shall be applied and plant materials selected, based on the above-referenced testing procedures and results. To the extent possible, as determined by the Director of Regional Planning, plant types shall blend with species indigenous to the area, be drought tolerant, and be capable of successful growth.

- D. The permittee shall apply a temporary vegetation cover on any slope or other Landfill area that is projected to be inactive for a period greater than 180 days, as set forth in the IMP. The permittee shall identify such slope or areas in the annual monitoring report described in subsection B., above, and include an interim reclamation and re-vegetation plan, as well as the timing of the proposed work for review and approval by the Director of Regional Planning.
- E. Except as otherwise provided in this Condition No. 61, all final fill slopes shall be reclaimed and re-vegetated in lifts substantially in conformance with MMRP.
- F. Notwithstanding the foregoing provisions of this Condition No. 61, permittee shall comply with a different re-vegetation design or plan that the Department of Regional Planning, in consultation with the TAC, CAC, and the Department of Public Works, determines would:
  - 1. Better protect public health and safety;
  - 2. Enable re-vegetation of the final slopes at least as well as described in subsection E., above; and/or
  - 3. Be required because the minimum standards adopted by the CalRecycle have been amended.

Requirements imposed by the Department of Regional Planning, pursuant to this Condition No. 61, must be consistent with State regulations and may not cause the activities at the Landfill to exceed the Limits of Fill.

- G. The permittee shall provide and maintain a landscape strip that is a minimum of ten feet wide along the frontage of the ancillary facilities area on Wolcott Way and along State Route 26 Highway ("SR-126").
- H. No portion of the expanded Landfill may extend above the plane or outside of the surface area of the fill design, as shown on the approved site plan, attached as Exhibit "A."

The existing viewshed from Chiquito Canyon Road shall be protected for the life of the project. The dip in the natural ridgeline along the western boundary shall be maintained or enhanced. Any structure placed on the

Landfill site, including, but not limited to, temporary storage areas, any materials recovery facility, composting facility, or any other ancillary facilities that may be visible from Chiquito Canyon Road, shall be designed to be harmonious with the natural topography and watershed and shall be reviewed by the CAC.

The Landfill operator and the CAC shall work together to prepare a tree planting and maintenance plan for the entire western boundary of the site. The objectives of the plan are to screen Landfill operations, enhance the watershed, and establish the minimum number and type of trees to do this, and to provide adequate access to monitoring wells. Trees may be planted on slopes on either side of the ridgeline, provided the above objectives are met and such planting is practical.

62. The permittee shall operate the Facility so as to conserve water by, at a minimum, adopting the following measures:
  - A. Ensuring that all water wells used for the Facility draw from the local watershed, if such usage is approved by the appropriate agencies;
  - B. Investigating the feasibility of treating collected leachate on-site for reuse in the Landfill and, if feasible and the appropriate agencies approve, implementing a program to use such water;
  - C. Using soil sealant, pavement, and/or other control measures for dust control wherever feasible, instead of water; and
  - D. Using drought-tolerant plants to re-vegetate the Landfill slopes and other disturbed areas to the extent feasible, as determined by the Director of Regional Planning. Plant types shall blend with species indigenous to the area and shall be capable of rapid growth.

#### AIR QUALITY

63. As required by the SCAQMD, the permittee shall adopt and implement operational practices to mitigate air quality impacts including, but not limited to, odor, dust, and vehicular air quality impacts at the Facility. The Facility shall be operated so as not to create a nuisance in the surrounding communities.
64. The permittee shall use Landfill gas for energy generation at the Facility or other beneficial uses, rather than flaring to the extent feasible, and shall obtain all applicable local, State, and/or federal approvals for any such use.
65. The permittee shall conduct air and Landfill gas monitoring consistent with applicable regulatory requirements. Monitoring shall consist of:
  - A. Monthly instantaneous Landfill surface monitoring to evaluate potential emissions on the Landfill surfaces;

- B. Quarterly integrated Landfill surface monitoring to evaluate potential emissions on the landfill surfaces;
- C. Ambient air sampling at the Landfill site boundaries to evaluate the potential off-site migration of Landfill emissions; and
- D. Quarterly and annual reporting to present the results of the preceding activities to the SCAQMD for review.

The permittee shall comply with the Title V operating permit issued by SCAQMD for the Landfill (Facility ID 119219), which limits emissions from the existing flares. The permit requires annual source testing in accordance with SCAQMD protocols, including prior notification to SCAQMD so that the testing may be observed by SCAQMD personnel. As part of this source testing, emissions are monitored for methane, total non-methane organic compounds, carcinogenic and toxic air contaminants, NOx, SOx, CO, PM10, oxygen, moisture content, temperature, and flowrate.

Once per year, the permittee shall obtain fleet records from haulers who transport material to the site, to document that haulers meet current CARB standards for diesel emissions. In the event one or more haulers cannot provide documentation of compliance with CARB requirements, the permittee shall take steps to assist the hauler with obtaining compliance or shall exclude haulers who cannot provide proof of compliance.

The permittee shall publish the results of air and Landfill gas monitoring on the Facility's website, and shall provide such information to the TAC and CAC, within seven business days of providing the results to the SCAQMD. The permittee shall also publish documentation of hauler compliance with CARB emission standards on the Facility's website and shall provide such information to the TAC and to the CAC on an annual basis.

The permittee shall also install and maintain a Landfill gas collection and management system that complies with SCAQMD requirements and uses best available control technology to prevent: (1) the lateral migration of gases to off-site properties; and (2) odor generation that causes impact to surrounding communities, to the satisfaction of the Department of Public Works, the DPH, and SCAQMD.

- 66. Landfill gas flares shall be installed in a manner that does not result in any significant adverse aesthetic impacts, and the flames shall be totally contained within the stacks. Flame arrestors shall be provided to the satisfaction of the County Fire Department.
- 67. The permittee shall provide access to a back-up generator for emergency use within 48 hours in case of a prolonged power outage at the Facility to prevent the migration/emission of Landfill gas, unless such a use is otherwise prohibited by SCAQMD due to air quality concerns.

68. The permittee shall conduct air quality monitoring at areas surrounding the facility. The permittee shall be required to identify and hire an independent consultant, subject to the Department of Public Works' approval, to work with SCAQMD, and a committee of the CAC and the TAC. The consultant shall identify locations surrounding the Landfill in the Community of Val Verde, nearby centers of employment and schools within a five-mile radius of the Landfill to install air monitoring stations. The consultant hired must have the ability to read the monitoring results and have the results analyzed by a qualified lab. Air monitoring shall be continuous. In addition, a minimum of 12 random tests shall be conducted at sites recommended by the consultant, each year for the life of this permit. The consultant reports shall be provided to the Department of Regional Planning, Department of Public Works, the TAC, the CAC and the permittee within 15 calendar days after completion of the tests. Evaluation of air quality monitoring results shall include recommendations by the DPH regarding health and safety impacts on nearby residents, schools and centers of employment. All costs for this testing shall be paid by the permittee.

Quarterly and annual reporting is required to present the results of the preceding activities to the SCAQMD and the DPH for review.

Additionally, within one year of the Effective Date, the permittee shall hire an independent consultant, subject to the DPH's approval, to conduct a Community Health Assessment Study. The permittee shall fund the expenditure of the consultant and Study, in an amount not to exceed \$150,000. The Community Health Assessment Study will analyze the communities surrounding the Landfill, including schools. As part of the assessment, existing data from other agencies regarding air quality, water quality, demographic data, and socio-economic factors should all be analyzed when considering pertinent health indicators. This assessment will be done in conjunction with the CAC.

69. Upon receipt of a total of four Notices of Violation related to air quality issued by any combination of SCAQMD, DPH, the Department of Public Works, or the Department of Regional Planning in any given calendar year, the permittee shall submit a response to the Department of Public Works within 30 calendar days of the fourth such Notice of Violation, providing an explanation of each Notice of Violation and steps taken to address it, and shall provide this information within 30 calendar days of each additional Notice of Violation within the same year. The Department of Public Works shall evaluate the response and may require the permittee to thereafter increase the air quality monitoring that it conducts at the Facility and its surrounding areas. In addition, the TAC may select an independent air quality consultant to evaluate and conduct testing of: (1) Landfill gas and trash odor generated due to working face operations; (2) landfill gas collection and management system; and (3) dust and diesel particulates surrounding the perimeter of the Facility, at a frequency to be determined by the Department of Public Works in consultation with the air quality consultant. The cost of the consultant and the tests shall be borne entirely by the permittee. The consultant report shall be provided to the Department of Public Works, the TAC,

the CAC, and the permittee within 15 calendar days after completion of the tests. The Department of Public Works, with the advice of the TAC and CAC, may reduce the frequency of the consultant testing, if the Department of Public Works finds that the frequency of testing is not necessary, or may discontinue it altogether if it finds that the tests are not beneficial. Notwithstanding the preceding sentence, the Director of Regional Planning, with the advice of the TAC and CAC, may increase the frequency of the consultant testing, if the Director of Regional Planning finds the frequency insufficient, and may request an evaluation report and recommendations. Upon direction from the Department of Public Works, the permittee shall implement the recommendations of the independent consultant.

70. If any of the test results of Condition No. 68 and/or 69 exceed the maximum emission levels established by the EIR and/or the SCAQMD, if the Landfill is operated in a manner which, in the determination of DPH, creates an odor nuisance to the surrounding communities, or if the Department of Public Works, in consultation with the TAC and CAC, determines that additional corrective measures are necessary to address air quality impacts to the residents of the surrounding community, the permittee shall submit a corrective action plan to the TAC and CAC within 15 days after receipt of the report. Such corrective action plan shall describe the excessive emission levels, or the determination by DPH or the Department of Public Works, and set forth a schedule for remedial action. The TAC shall consider the corrective action plan within 30 calendar days of its receipt, and provide notice to the permittee if such plan has been approved. If the TAC does not approve the corrective action plan, the Director of Regional Planning may impose additional or different measures to reduce air quality impacts at the Facility. These additional measures may include, but not be limited to, requirements that the permittee: (1) pave additional unpaved roads at the Facility; (2) water and apply soil sealant to additional Working Face areas; (3) relocate Working Face areas to designated locations during windy conditions; (4) monitor sensitive sites throughout the community; (5) close the Facility during extreme wind conditions; and (6) employ the services of an independent consultant to evaluate the air quality impacts and/or odor nuisance, and make recommendations to mitigate the impacts and/or abate the odor nuisance. The cost of the consultant and the tests shall be borne entirely by the permittee. The consultant report shall be provided to the Department of Regional Planning, the Department of Public Works, the TAC, the CAC and the permittee within 15 calendar days after completion of the tests. The Director of Public Works, with the advice of the TAC and CAC, may reduce the frequency of the consultant testing, or discontinue it altogether, if the Director of Public Works finds that the test results are invalid or lack beneficial value. Notwithstanding the preceding sentence, the Director of Regional Planning, with the advice of the TAC and CAC, may increase the frequency of the consultant testing if the Director of Regional Planning finds the frequency insufficient. The permittee may appeal the Director of Regional Planning's decision in accordance with the appeal provisions in Condition No. 20 for an appeal of a notice of violation.

71. Within 180 days after the Effective Date, all equipment, diesel fleet vehicles, and transfer trucks that are owned or operated by the permittee, its subsidiaries, or affiliated enterprises, and that utilize the Facility, shall be compliant with CARB regulations.

As part of its annual report to the TAC and CAC required by the IMP, the permittee shall submit documentation of its compliance with this Condition No. 71, including, but not limited to, Title 13, California Code of Regulations, section 2020, et seq., regarding Diesel Particulate Matter Control Measures.

72. The permittee shall be subject to the following requirements regarding alternative fuel vehicles and equipment:

- A. For the purpose of complying with this Condition No. 72, alternative fuel vehicles shall utilize alternative fuels that are consistent with recommendations or regulations of CARB and SCAQMD, which may include, but are not limited to electricity, natural gas (liquefied natural gas or compressed natural gas), biogas, biodiesel, synthetic diesel, or renewable diesel;
- B. Within the first year after the Effective Date, the permittee shall submit an alternative fuel vehicle implementation plan to the TAC and CAC for review and approval by the TAC. The plan shall contain information on available and proposed alternative fuel technologies, a comparison of their air emissions reduction levels at the Facility, including greenhouse gas emissions, a timeline demonstrating the permittee's best-faith efforts to comply with this Condition No. 72, as well as any other information deemed necessary by the TAC to approve the plan;
- C. The permittee shall convert into alternative fuel vehicles all light-duty vehicles operating at the Facility, solid waste collection trucks, and transfer trucks that utilize the Facility and are owned by, operated by, or under contract with the permittee, its subsidiaries, or affiliated enterprises, according to the following phase-in schedule:
1. Within four years after the Effective Date, at least 50 percent of all aforementioned vehicles shall be alternative fuel vehicles.
  2. Within seven years after the Effective Date, at least 75 percent of all aforementioned vehicles shall be alternative fuel vehicles.
  3. Within ten years after the Effective Date, 100 percent of all aforementioned vehicles shall be alternative fuel vehicles.
- D. Within the first year after the Effective Date, unless a later date is approved by the TAC, the permittee shall consult with the SCAQMD and design and implement at least one heavy-duty, alternative fuel off-road equipment pilot program, to the extent deemed technically and

economically feasible by the TAC. The pilot program shall be certified by a major original equipment manufacturer such as, but not limited to, Caterpillar, John Deere, or Volvo.

- E. As part of its annual report to the TAC and CAC required by the IMP, the permittee shall submit an on-going evaluation of its compliance with each component of this Condition No. 72.
73. Within 180 days of the effective date, the permittee shall adopt and implement a fugitive dust program that uses the most effective available methods and technology to avert fugitive dust emissions. The fugitive dust program shall be submitted to the Department of Public Works for review and approval. In addition to the re-vegetation measures in Condition No. 61, the program shall include, at a minimum, a requirement that:
- A. The permittee shall not engage in any excavation, grading, or other Landfill activity during high wind conditions, or when high wind conditions are reasonably expected to occur, as determined by the DPH, where such excavation or operation will result in significant emissions of fugitive dust affecting areas not under the permittee's control;
  - B. The Working Face areas of the Landfill shall be limited to small contained areas of approximately one acre or less. During periods of the year when high wind conditions may be expected, the Working Face areas shall each be located in an area of minimal wind exposure, or be closed, if closure is deemed necessary by the DPH;
  - C. Except when there is sufficient rain or moisture to prevent dust, daily cover, haul roads, and grading locations shall be watered as required by State Minimum Standards or more frequently, when conditions dictate for dust control. Soil sealant may be required in addition to water;
  - D. Except when there is sufficient rain or moisture to prevent dust, all active Working Face and soil Stockpile Areas shall be watered daily, unless wind conditions dictate otherwise;
  - E. If determined necessary by the DPH, the permittee shall, on any day preceding a day when the Facility is closed to Solid Waste receipt, apply soil sealant to any previously active Working Face, haul roads, or soil Stockpile Area that has not already been sealed or re-vegetated;
  - F. Inactive areas of exposed dirt that have been sealed shall be regularly monitored to determine the need for additional sealing and to prevent unauthorized access that might disturb the sealant. If additional sealing treatment is required, the permittee shall promptly apply such treatment to assure full control of the soil particles;

- G. All primary access roads to any permanent facility in the Landfill shall be paved;
  - H. To minimize the length of dirt roads, paved access roads to fill areas shall be extended as new fill areas are opened. Winter deck access roads shall be paved or surfaced with recycled asphalt, aggregate materials, or soil stabilization products to minimize the quantity of untreated dirt;
  - I. All paved roads in regular use shall be regularly cleaned to remove dirt left by trucks or other vehicles;
  - J. Except when there is sufficient rain or moisture to prevent dust, all dirt roads in regular use shall be watered at least once daily on operating days and more often if required by the DPH or the Department of Public Works, or otherwise treated to control dust emissions;
  - K. Loads of Solid Waste capable of producing significant dust shall be watered during the Landfill process. If such practice is deemed unacceptable to the RWQCB, the permittee shall develop alternative methods to minimize dust generation during the Landfill process and obtain approval of the method from the Department of Public Works within 90 days of the RWQCB's determination;
  - L. In addition to any fire flow requirements of the County Fire Department, the permittee shall maintain a supply of water for dust control in the active Working Face areas to ensure compliance with State Minimum Standards; and
  - M. The permittee shall install and maintain devices on-site, as approved by the SCAQMD, to monitor wind speed and direction, and shall retain qualified personnel who can read and interpret data from these devices, can obtain and use information on predicted wind conditions, and can assist in the Facility's operations related to this information.
74. The permittee shall prepare an Odor Impact Minimization Plan (OIMP) for Facility operation consistent with the Landfill Operation Odor Reduction Measure included in the MMRP, as well as an OIMP for compost facility operation consistent with Mitigation Measure AQ-4 included in the MMRP. In addition to the requirements specified in the California Code of Regulations, Title 14, Division 7, Chapter 3.1, Article 3, and section 17863.4, the permittee shall ensure that the OIMP includes clear and enforceable measures to control odor emissions from extending beyond the site property boundary. The permittee shall maintain a log demonstrating compliance with the OIMP and documenting the effectiveness of measures taken to mitigate odor generated from incoming waste hauling trucks/customers, Working Face areas, Landfill gas, and compost operation, and will provide the log annually to the TAC and CAC.

The permittee shall submit a quarterly report to the Department of Public Works identifying: (1) all fugitive dust and odor complaints from local residents that the permittee has received for that quarter regarding the Facility; (2) all notices of violation issued by the SCAQMD or the DPH; and (3) all measures undertaken by the permittee to address these complaints and/or correct the violations. The Department of Public Works and the DPH shall each have the authority to require the permittee to implement additional corrective measures for complaints of this nature, when such measures are deemed necessary to protect public health and safety.

#### TRAFFIC AND ROAD IMPROVEMENT

75. Within 90 days after the Effective Date, the permittee shall submit for review and approval by the Department of Public Works a plan that establishes a program to reduce unnecessary truck trips and queuing of trucks at the Facility and shall implement the approved plan. The program shall include, but not be limited to, the following elements:
  - A. A plan to schedule regular Facility users, such as commercial and municipal haulers, to avoid having these users arrive at the Facility and queue on public streets right-of-ways or be diverted to other Landfills;
  - B. A plan to reserve Landfill capacity until 2:00 p.m., Monday through Friday, during normal operating conditions, for small commercial and private users; and
  - C. A plan to discourage Landfill customers from delivering loads of less than one ton to the Facility.
76. Within 90 days after the Effective Date, the permittee shall implement a program to include, at a minimum, measures to minimize or avoid the queuing of trucks at the Facility entrance, or on SR-126 Highway and any other adjacent streets due to waste delivery or landfilling activities at all times. At any given time, no off-site queuing shall be allowed. The program shall be reviewed and approved by the Department of Public Works. A report on the effectiveness of the program shall be submitted as part of the annual report required pursuant to Part XII of the IMP.
77. Within one year from the Effective Date, the permittee shall close the existing site entrance on Henry Mayo Drive (SR-126) and relocate the site entrance, along with all its auxiliary facilities to a new site entrance located on Wolcott Drive as shown in Exhibit "A." In the event that the permittee is unable to relocate the site entrance within a year, the permittee may request a one-time extension from the Department of Public Works. The extension may be granted at the sole discretion of the Department of Public Works, if the permittee demonstrates, to the satisfaction of the Department of Public Works that the extension is needed, due to activities beyond the permittee's control, and permittee is making good

faith efforts to relocate the Site entrance. Notwithstanding the previous sentence, the total duration of the time extension shall not exceed 180 days.

78. The designated haul route shall be as follows:

Truck traffic to the Facility from the Interstate 5 ("I-5 Freeway") shall be restricted to the following route: (a) SR-126; and (b) Wolcott Way to travel to the Facility Driveway. Unless necessitated by road closure or other detour plan implemented by the local jurisdictions, at no time shall any truck movement under the permittee's control to the Facility from I-5 Freeway take place on any other route.

Truck traffic to I-5 Freeway from the Facility shall be restricted to the following route: (a) Wolcott Way and (b) SR-126 and enter I-5 Freeway at the SR-126 on-ramp. Unless necessitated by road closure or other detour plan implemented by the local jurisdictions, at no time shall any truck movement under the permittee's control to I-5 Freeway from the Landfill take place on any other route.

79. Within 90 days after the Effective Date, the permittee shall provide to the Department of Public Works for review and approval a set of schedules for commencement of the "Chiquita Canyon Landfill Street Improvement Project." The street improvements identified in the "Chiquita Canyon Landfill Street Improvement Project" shall be in accordance with the following:

- A. The permittee shall be responsible for the following Right-of-Way and Street Improvement Requirements.
- B. Construct full street improvements on Wolcott Way and Franklin Parkway within the project frontage, compatible with the ultimate improvements per Tentative Tract Map No. 53108, to the satisfaction of the Department of Public Works.
  - 1. The design and construction on Wolcott Way should be compatible with vertical approaches to the future grade separations at the SR-126, to the satisfaction of the Department of Public Works and Caltrans.
  - 2. Dedicate right-of-way at a minimum of 70 feet from the latest approved centerline on SR-126, to the satisfaction of the Department of Public Works and Caltrans. The typical section and the ultimate right-of-way are contingent upon the traffic study demonstrating that the project volumes do not exceed the road capacity. In the event the project volumes exceed the road capacity, provide additional right-of-way for additional lanes, exclusive right turn lanes, and transition improvements, to the satisfaction of the Department of Public Works and Caltrans.

3. Provide slope easements at the future SR-126/Wolcott Way interchange, to the satisfaction of the Department of Public Works and Caltrans.
4. Comply with mitigation measures, including offsite improvements identified in the approved Traffic Study Analysis, to the satisfaction of the Department of Public Works and Caltrans.
5. Provide signing and striping plans for Wolcott Way, Franklin Parkway, and any other offsite roadway, based on the mitigations contained in the approved Traffic Study.
6. Remit fees in accordance with the formulas, procedures and requirements set forth in the February 2011 Report for the Westside Bridge and Major Thoroughfare Construction Fee District, to defray the costs of road improvements identified in the Report, which are necessitated to accommodate the expansion of the Landfill. The fee amount is due and payable prior to the Effective Date and is based upon the fee rate in effect at the time of the Project's Effective Date. The current fee rate is \$23,780 per Factored Development Unit (FDU) and is subject to change. Per the current Westside Bridge and Major Thoroughfare Construction Fee District Report, each gross acre of an industrial site is assessed at three times the applicable FDU rate.
7. The permittee shall install drainage structures and comply with all other drainage requirements of the Department of Public Works and any additional requirements of the RWQCB, as well as any other regulatory agency with appropriate jurisdiction. Except as specifically otherwise approved by the Department of Public Works, all drainage structures, including sedimentation basins, shall be designed and constructed so as to accommodate run-off from a capital storm.
8. The Landfill and drainage structures shall in all cases be designed so as to cause surface water to be diverted away from the disposal areas.
9. The permittee shall further comply with all grading requirements of the Department of Public Works and the County Code.
10. The permittee shall comply with the following requirements of Street Lighting Section of the Traffic and Lighting Division of the Department of Public Works, where the installations of street lights are required. Prior to approval of any street improvement plan, the permittee shall submit a street lighting plan to the satisfaction of the Department of Public Works. Any proposed street lights that are

not within the existing lighting maintenance district will need to be annexed to the district before street lighting plans can be approved.

- (1) Within one year from the Effective Date, the permittee shall provide street lights on concrete poles with underground wiring on all streets around the project boundaries to the satisfaction of the Department of Public Works. The permittee shall also contact Caltrans for street lighting requirements on Henry Mayo Drive (SR-126).
  - (2) Within 30 days of the Effective Date, the permittee shall contact the Department of Public Works, Street Lighting Section, to commence and complete the Lighting District Annexation process for the operation and maintenance of the street lights around the project boundary.
11. The permittee shall pay all applicable review fees for review of all plans and engineering reports.
  12. The permittee shall acquire street plan approval from the Department of Public Works, or direct check status before obtaining grading permit.
  13. Within 90 days or as otherwise determined by the Department of Public Works, after the approval of the "Chiquita Canyon Landfill Street Improvement Project," execute an Improvement Agreement for the street improvements identified in this Condition No. 79, Subsection B.
  14. Within 360 days after the Effective Date of this grant, the permittee shall pay its fair share to fully improve the pavement and thickening of the base/sub-base to sustain the entire truck traffic loading of the project operation and any increase in project operation on the following streets, or as required to the satisfaction of the Department of Public Works, Wolcott Way between Franklin Parkway and SR-126. The Director of the Department of Public Works, at his/her sole discretion, may grant an extension of time not to exceed an additional 360 days, if the permittee demonstrates good faith effort toward construction and completion of this Condition No. 79, subsection B.14.
- b. Once every five years beginning on the Effective Date of this grant and continuing for the duration of this grant, the permittee shall conduct a Roadway Section Analysis to include a pavement section evaluation of the designated haul route (Wolcott Way and SR-126 to the Facility entrance), as well as all truck counts and traffic index calculation sheets. The findings of the revised Roadway Section Analysis shall be provided to the

Department of Public Works and the City of Santa Clarita for review and approval. The permittee shall be responsible for the pro-rata costs of improving the pavement structure of the roadway segments along the designated haul route, per the recommendations in the revised Roadway Section Analysis. Upon construction of any necessary improvements to the pavement structure, the permittee shall conduct baseline deflection testing, in accordance with California Test Method 356, and submit the results to the Department of Public Works for review and approval.

- c. Once every five years beginning on the Effective Date of this grant and continuing for the duration of this grant, the permittee shall conduct machine-generated truck counts at the project site entrance on three consecutive days (Tuesday through Thursday) during weeks void of national holidays. The truck counts shall be conducted by an independent count company in accordance with generally accepted traffic counting procedures. The permittee shall also calculate the 10-year Design Traffic Indices along the designated haul route (Wolcott Way and SR-126 to the Facility entrance), based on the truck counts and submit them to the Department of Public Works for review and approval. Lastly, the permittee shall perform deflection tests along the designated haul route in accordance with California Test method 356 and submit the results to the Department of Public Works for review and approval. If the retested 80 percentile deflection exceeds 32 percent of the tolerable deflection, the permittee shall pay its fair share to fully remediate the pavement structure. The permittee shall submit to the Department of Public Works the proposed method of remediation and schedule for commencement of the improvement for review and approval.

In no event shall the "Chiquita Canyon Landfill Street Improvement Project" be more than 24 months from the Effective Date, unless otherwise extended by the Department of Public Works.

80. In the event the permittee elects to construct and operate a commercial-scale Conversion Technology facility at the Facility or other location in the Unincorporated County areas of the Santa Clarita Valley as approved by the Department of Public Works, the permittee is required to prepare and submit a traffic impact study to the Department of Public Works for review and approval. If the traffic impact study identifies traffic impacts, the permittee will be required to fund and/or build adequate traffic improvements, to the satisfaction of the Department of Public Works.
81. The Department of Public Works, the LEA, and the CAC may monitor the performance of the conditions of this grant designed to minimize truck traffic impact. In the event such measures are found to be inadequate, such entity or entities shall notify the Director of Regional Planning and describe the inadequacy of the conditions.

## LITTER CONTROL AND RECOVERY

82. The permittee shall adopt a program that uses the most effective methods and technology to prevent waste that has entered an area under the permittee's control from escaping the area in the form of litter. Notwithstanding any other provision of this grant, the permittee shall cease accepting incoming waste during high wind conditions if, despite the methods and technology used for controlling litter, waste cannot be confined to areas under the permittee's control.
83. Within 30 days after the Effective Date, the permittee shall submit a litter control program to the DPH and the Department of Public Works for review and approval that uses the most effective methods and technology to prevent waste that has entered an area under the permittee's control from escaping the area in the form of litter. Permittee shall implement the program, as approved, and submit any revisions to the Department of Public Works for approval. The program shall include the following requirements, unless DPH requires otherwise, or the Department of Public Works approves alternative measures after determining that they are at least as effective in controlling litter:
- A. Facility personnel shall continuously patrol the access road to the Facility scales during the Facility's hours of operation and remove any litter found during the patrol;
  - B. Loads of Solid Waste that are improperly covered or contained and that may create significant litter shall be immediately detained, and if practicable, properly covered or contained prior to proceeding to the Working Face. If such a remedial measure cannot be taken, the load shall proceed to the Working Face under escort;
  - C. All debris found on or along the entrance to the Facility and/or Working Face access roads shall be immediately removed;
  - D. Operating areas shall be located in wind shielded portions of the Landfill during windy periods;
  - E. The Landfill operator shall install speed bumps on Landfill property in paved areas along the route of trucks leaving the Landfill. The purpose of the speed bumps is to knock out dirt and debris accumulated in wheel wells before trucks leave the facility; and
  - F. The permittee shall require open-bed trucks exiting the landfill either to be swept clean of loose debris or to be covered so as to minimize the possibility of litter escaping onto SR-126.

The permittee shall comply with this condition and Part XVI of the IMP.

84. Within 90 days after the Effective Date, the permittee shall develop methods and/or procedures to prevent or minimize vehicles from carrying dirt and/or debris that may be dislodged onto local streets and highways and submit the methods and/or procedures for approval, and implement the approved measures to the satisfaction of the Department of Public Works.
85. In addition to the requirements described in Condition Nos. 82 and 83, the permittee shall develop and maintain a litter recovery program, to the satisfaction of the Department of Public Works and the DPH, designed to recover off-site litter from uncovered or improperly covered or contained loads traveling to the Facility or otherwise emanating from the Facility, including conducting weekly inspections of the surrounding neighborhoods within a one-mile radius of the property boundary of the combined facility. Based upon the inspection, the permittee shall collect and remove all wind-blown Trash or litter encountered in the specified area. The permittee shall maintain a log of the inspections, provide the log upon request to the DPH and the Department of Public Works, and include a copy of the log in the annual report required pursuant to Part XII of the IMP. The Department of Public Works, at its sole discretion, may increase the frequency of the litter pickup and recovery, or adjust the boundary of the specified area to improve the effectiveness of the litter recovery program.
86. The permittee shall monitor Chiquito Canyon Road, SR-126, Wolcott Way, Franklin Parkway, and other feeder roads to the entrance to Val Verde at Rancho Aviles, and the surrounding area within 100 feet of the centerline of the road (except along SR-126, where collection would start at the shoulder for safety reasons), or to any existing fence on private property for the purpose of locating and cleaning up litter in this area. Litter pickup shall be a minimum of one time per week and may be increased, upon agreement between the Landfill operator and the CAC, to maintain a litter-free environment.
87. The permittee shall develop and implement a vehicle tarping program at the Facility that effectively discourages uncovered vehicles from using the Facility. Within 30 days after the Effective Date, the permittee shall submit such vehicle tarping program for approval by the Department of Public Works. Such program shall provide that all vehicles loaded with Solid Waste, or any other material that creates the potential for litter, shall be fully tarped or otherwise contained when entering and leaving the Facility, and that no such vehicle shall be allowed to enter the Facility until the driver has been informed of the tarping requirements and has been asked to have his/her load covered. The program shall impose penalties on repeat violators, up to and including, being permanently prohibited from using the Facility.

#### OTHER PERMITS/REQUIREMENTS

88. The permittee shall monitor and maintain the Facility's Environmental Protection and Control Systems in perpetuity, or until such time as the Department of Public Works, based on generally accepted engineering practice, determines that the

routine maintenance and foreseeable corrective action that may be necessary during and after the Post-Closure Maintenance Period has been fully satisfied, and the Solid Waste disposed of in the Landfill no longer constitutes a threat to public health and safety, or to the environment.

89. The permittee shall take all necessary measures to ensure that noise emissions from the Facility at all residential receptors are within the acceptable limits of the Los Angeles County Noise Ordinance, as contained in Chapter 12.08 of the County Code.
90. The permittee shall implement effective vector control measures at the Facility pursuant to State standards, as directed by the DPH.
91. Any future traffic circulation scenario outside the current haul routes shall avoid areas of high biological diversity. Prior to utilization of a new haul route, the permittee shall submit the proposed haul route with all supporting information/report/survey of biological resources in the vicinity of the proposed haul route to the Department of Regional Planning for review and approval. The Department of Regional Planning shall consult with the Department of Public Works regarding any changes to the current haul route.
92. For fire protection purposes, the permittee shall maintain on-site fire response capabilities, construct access roads, and provide water tanks, water mains, fire hydrants, and fire flows, to the satisfaction of the County Fire Department, including, but not limited to the following:
  - A. A Class II Standpipe System shall be provided and located within 200 feet of the Landfill footprint and shall have sufficient 1 1/2-inch hose with a variable-fog nozzle to reach all portions of such operations. The use of water tender trucks may be permitted in lieu of a Class II Standpipe System, provided each is equipped with 2 1/2-inch outlets for County Fire Department's use.
  - B. Approved access roads no less than 20 feet in width clear to the sky shall be provided and maintained at all times around the landfilling areas to provide access for firefighting equipment. Weeds, grass, and combustible vegetation shall be removed for a distance of 10 feet on both sides of all access roads used by solid waste trucks or the public. All access within the Landfill site shall be in accordance and compliance with the County Fire Code and standards.
93. All development pursuant to this grant must be kept in full compliance with County Fire Department Regulation 10. Construction plans for access roads shall be submitted to the County Fire Department for review and approval.

94. All on-site fuel storage tanks shall be installed and necessary containment and air quality controls for the tanks provided, in accordance with the requirements of the County Fire Department, the Department of Public Works, the RWQCB, and the SCAQMD.
95. The permittee shall develop and implement a program to identify and conserve all significant archaeological and paleontological materials found at the Facility, pursuant to Part IX of the IMP. If the permittee finds any evidence of aboriginal habitation or fossils during earthmoving activities, Landfill operations shall immediately cease in that immediate area, and the evidence and area shall be preserved until a qualified archaeologist or paleontologist, as appropriate, makes a determination as to the significance of the evidence. The Department of Regional Planning will review and approve this program, if the determination indicates that the archaeological or paleontological resources are significant, the resources shall be recovered to the extent practicable, prior to resuming Landfill operations in that immediate area of the Landfill.
96. The permittee shall develop and obtain approval from the Department of Public Works for a Standard Urban Storm Water Mitigation Plan for the Facility's activities, unless the Department of Public Works determines that such plan is unnecessary.
97. The permittee is prohibited from initiating any activity for which an Industrial Waste Disposal Permit and/or Underground Storage Tanks Permit is required at the Facility without the required permit from the Department of Public Works, and the permittee shall conduct such activities in compliance with all applicable regulations and permits. The activities covered by this Condition No. 97 include, but are not limited to, the installation, modification, or removal of any underground storage tank and/or industrial waste control facility. For purposes of this Condition No. 97, an industrial waste control facility includes its permanent structures for treating post-development storm water runoff.
98. The permittee shall at all operating times, Monday through Saturday, maintain adequate on-site staff, with appropriate training and experience for the operation of the Facility. At least one on-site senior level member shall be familiar with or have access to an electronic or hard copy of this grant and possess a SWANA Manager of Landfill Operation (MOLO) certification.
99. The permittee shall at all times, 24 hours a day, seven days a week, make available at least one emergency contact person, with sufficient expertise to assess the need for remedial action regarding operation-related accidents, and with the requisite authority and means to assemble the necessary resources to take such remedial action. The individual must be able to be reached on a continuous basis through the telephone number or e-mail address posted at the Facility entry gate.

100. Within 90 days after the Effective Date, the permittee shall submit a completed application to the Task Force for a "Finding of Conformance" that the proposed project and its expansions are consistent with the Los Angeles County Countywide Siting Element. The application must comply with all of the submittal requirements set forth in Table 10-1 thereof. The permittee shall also promptly comply with any requests from the Task Force for additional information needed in connection with the application, and shall comply with all conditions of such Finding of Conformance.
101. Upon the Effective Date, the membership of the Alternative Technology Advisory Subcommittee of the Task Force shall be increased to include a representative of the permittee and an environmental representative designated by the Fifth Supervisorial District to represent the Santa Clarita Valley. Notwithstanding the preceding sentence, the membership of the Alternative Technology Advisory Subcommittee may be adjusted, at the sole discretion of the Department of Public Works, acting as the Chair of the Task Force, as necessary upon the recommendation of the Task Force.
102. All employee, guest, and truck parking shall be developed and maintained as set forth in Part 11, Chapter 22.52, of the County Code.
103. All salvage material stored at the Facility (except materials which are to be used for Landfill operations), dumpsters, containers, construction materials, and disabled trucks and equipment shall be consolidated into one or more areas that are screened by fences or other means from public streets and adjacent private lands not owned by the permittee, in accordance with the provisions of Part 7, Chapter 22.52 of the County Code.
104. The perimeter of the Landfill shall be designed to discourage unauthorized access by persons and vehicles by using a perimeter barrier (such as fencing) or topographic constraints enclosed by fencing to inhibit unauthorized entry. Except as otherwise required by the DPH, fencing shall conform to the detail shown on the approved Exhibit "A".
105. Business signs shall be as permitted by Part 10, Chapter 22.52, of the County Code for Zone C-1, except that no portion of any such sign may extend more than 15 feet above the ground, and the total sign area shall be based upon a street or building frontage of 100 feet.
106. Within 10 years after the Effective Date, and every 10 years thereafter, the Department of Public Works, in consultation with the Department of Regional Planning and the permittee, shall select an independent consultant(s) with expertise in engineering and planning, to conduct a comprehensive study analyzing various alternatives to serve the long-term Solid Waste Disposal needs of the Santa Clarita Valley. The purpose of the study is to ensure uninterrupted solid waste disposal services to the residents and businesses in the Santa Clarita Valley, keeping disposal fees low and stable, making existing facilities as efficient

as possible, and ensuring that facilities keep pace with population growth and changing technologies in the solid waste industry. The study should include a comprehensive analyses (including a sensitivity and cost-to-benefit analysis) of all aspects of this endeavor, including but not limited to, the economic, environmental, and technical feasibility of the following alternatives/issues:

- A. Evaluating rail and truck transport options for solid waste export out of the Santa Clarita Valley, including the necessary infrastructure (in and out of the Santa Clarita Valley) to realize these options;
- B. Demonstrating how any proposed waste-by-rail option would tie into the existing or future County waste-by-rail system;
- C. Developing Conversion Technology facilities in the Santa Clarita Valley;
- D. Planning a future transfer station system in the Santa Clarita Valley;
- E. Reviewing public/private ownership options;
- F. Analyzing financing, staffing, and rate impacts;
- G. Defining and establishing the facility siting processes;
- H. Establishing a process for involving interested parties in the planning process; and
- I. Any other alternatives and issues deemed appropriate by the Department of Public Works and/or the Department of Regional Planning.

The costs of the study shall be equally shared by the permittee and the Department of Public Works, Environmental Programs Division, but in no event shall the cost to the permittee exceed \$50,000 per study. The permittee shall make the payment within 30 days of receiving the invoice for the consultant's services. The study shall be completed within 18 months of the selection of the independent engineering/planning consultant(s). The study's findings and recommendations shall be submitted to the TAC and CAC for review and comment. Upon addressing all the TAC's comments and CAC's comments to the satisfaction of the TAC, the independent engineering/planning consultant(s) shall submit the study to the Commission, the Department of Regional Planning, the Department of Public Works, the permittee, and all other interested parties. The permittee shall submit a detailed response to the study's findings and recommendations, including which recommendations it plans to pursue. The permittee shall make a good-faith effort to implement all recommendations to carry out the purpose of this Condition No. 106 to the satisfaction of the Department of Public Works.

107. The permittee shall implement and comply with the following seismic monitoring requirements:
- A. Complete installation of an on-site accelerometer system to measure earthquake/seismic ground motions within 180 days after the Effective Date. The system design, including but not limited to, locations of sensors, shall be reviewed and approved by the Department of Public Works. A set of as-built plans signed and sealed by a California Registered Civil Engineer, or other registered professional approved by the Department of Public Works, shall be provided to DPH and the Department of Public Works; and
  - B. Following a major earthquake/seismic ground motion of magnitude 5.0 or greater, as recorded by the closest ground-motion monitoring device as maintained by the California Division of Mines and Geology, thoroughly survey the Facility for primary and secondary surface expressions of seismic activity (such as surface ruptures, landslides, change in spring flows, liquefaction, etc.). Submit a damage assessment report on the results of the survey to the Department of Public Works and the DPH for review. The assessment report shall describe and discuss all features, including damage to the site and infrastructure caused by the earthquake and measures that will be taken to mitigate the impact to the satisfaction of the Department of Public Works.
108. The permittee shall accept all Solid Waste and Beneficial Use Materials generated and delivered to the Facility by all waste haulers and customers operating in the Unincorporated County Areas of Santa Clarita Valley. The permittee shall submit to the Department of Public Works an annual report on the origin of Solid Waste and Beneficial Use Materials accepted at the Facility by jurisdiction of origin. The annual report shall also contain information on all waste haulers (including those owned or operated by the permittee, its subsidiaries, or affiliated enterprises) and self-haul customers utilizing the Facility, whether (and why) any waste haulers and self-haul customers were turned away from the Facility, and the tipping fee charged for all waste haulers and self-haul customers. The permittee shall not engage in predatory pricing that may discourage any private waste haulers and self-haul customers from utilizing the Facility.
109. Within 90 days after the Effective Date, the permittee shall install video monitoring equipment at the Facility to record and monitor Landfill operations at each Working Face area, between the period of 5:00 a.m. to 10:00 p.m. to ensure compliance with the conditions of this grant. Copies of the video recordings shall be provided to the Department of Public Works, DPH, the TAC and CAC upon request, and shall be kept and maintained at the Facility for one year after recording, unless the DPH determines, at its sole discretion, that the video recordings should be kept for a longer period to protect public health, safety, or the environment.

110. The permittee shall provide four free quarterly clean-up days to residents of the communities of Val Verde and Castaic, showing proper identification and proof of residence at the Landfill entrance. These days may be Saturday or Sundays, subject to the approval of the Department of Public Works. The permittee shall accept all Solid Waste delivered to the site with proof of residency during the event free of charge, up to one ton per residence, and promote the program in a newspaper of general circulation. The operator shall further reimburse the CAC for the cost of providing two roll-off bins in Val Verde and Castaic on each clean-up day with the locations determined by the CAC. The operator and CAC may jointly change this program if they mutually determine alternatives to the above can further assist the community.
111. The permittee shall implement the following:
- A. The permittee shall designate the site as a passive park, open space or other type of publicly accessible recreational use in accordance with the covenants, conditions and restrictions on the Landfill, as indicated in the EIR at section 2.3.2.4. If requested by the County or other applicable governmental agency, the operator will offer to dedicate such area upon completion to an appropriate entity.
  - B. Notwithstanding this Condition No. 111, the permittee shall maintain responsibility for the Facility including, but not limited to, all Closure and Post-Closure Maintenance requirements as stated in Condition Nos. 35 and 36.
  - C. Within 180 days of the Effective Date, permittee shall prepare and submit to the Department of Regional Planning a Primary Canyon Park Implementation Plan, which shall establish protocols and processes to study, design, construct, operate, and fund a public access area on the closed portion of the Landfill (Primary Canyon). The Implementation Plan shall include criteria and standards for the Primary Canyon Park/Open Space and procedures for establishment of a Primary Canyon Recreation Community Working Group, which shall include representatives from the Landfill, the Department of Regional Planning, the Fifth Supervisorial District, the Department of Public Works, the LEA, the CAC, and the Castaic Town Council.
    - 1. Permittee shall prepare a Primary Canyon Park/Open Space Master Plan in consultation with the Primary Canyon Recreation Community Working Group. The Master Plan shall balance the needs of the public for access against the following considerations:
      - (1) Compliance with the regulatory requirements and the final closure plan;

- (2) Safety of the public with respect to ongoing Landfill operations;
- (3) Safety of the public with respect to the property surrounding the public access area; and
- (4) Biological mitigation measures required by the Final EIR.

The Master Plan may provide for educational signage or kiosks regarding the Landfill, the Landfill gas-to-energy plant, native and rare plants and other wildlife resources, such as, for example, public education information on the western spadefoot toad and its habitat. The Master Plan shall be submitted to the Department of Regional Planning for review and approval within one year of the approval of the Primary Canyon Park/Open Space Implementation Plan.

2. Within one year of the approval of the Master Plan, permittee shall submit to the LEA a partial closure plan/post-closure plan for Primary Canyon that incorporates the approved Primary Canyon Park/Open Space Master Plan.
3. Permittee shall pay for construction of the approved Primary Canyon Park/Open Space and begin construction within 90 days of final approval of the Closure Plan by CalRecycle.
4. Permittee shall fund the costs to prepare the Primary Canyon Park/Open Space Implementation and Primary Canyon Park/Open Space Master Plans and the costs to design, permit and construct Primary Canyon Park/Open Space, at an amount not to exceed \$2,000,000. Permittee shall operate Primary Canyon Park/Open Space at its own expense.

#### PERMITTEE FEES

112. The requirement that the permittee pay the fees set forth in Condition Nos. 114 through 125, inclusive, shall not begin until the Effective Date. Prior to that date, any and all fees required by CUP 89-081-(5) shall remain in full force and effect. The following fees are cumulative and are in addition to any other fee or payment required by this grant.
113. All financial records shall be preserved for a period of three years and shall be available for inspection by the DPH, the Department of Public Works, the Department of Regional Planning, and the Treasurer and Tax Collector during normal business hours, and shall be forwarded to such agencies upon request.

114. The permittee shall pay to the office of the Los Angeles County Treasurer and Tax Collector a quarterly fee equal to 10 percent of the sum of the following, pursuant to Section 4.63, et seq., of the County Code:
- A. The net tipping fees collected at the Facility as described below in this Condition No. 114. For purposes of this Condition No. 114, "net tipping fee" shall mean the total fees collected, less any taxes or regulatory fees imposed by a federal, state, or local agency that is included in the fee charged by the permittee at the Facility entrance. "Total fees collected" shall be calculated as the total gross receipts collected by the permittee. The net tipping fees collected at the Landfill shall exclude any tipping fees received for waste processed at the material recovery, household hazardous waste and composting facilities referenced in Condition No. 27;
  - B. The revenue generated from the sale of Landfill gas at the Facility, less any federal, state, or local fees or taxes applicable to such revenue; and
  - C. The revenue generated by any other disposal-related activity or enterprise at the Facility, less any federal, State, or local fees or taxes applicable to such revenue.
115. The permittee shall pay on a monthly basis to the Department of Public Works a fee of 25 cents per ton of all Solid Waste disposed or received at the Landfill. The fee shall be adjusted annually in accordance with the CPI. This fee shall be used for the implementation and enhancement of waste reduction and diversion programs, including, but not limited to, conducting document/paper shredding and waste tire collection events in unincorporated County areas.
116. The permittee shall pay on a monthly basis to the Department of Public Works a fee of eight cents per ton of all Solid Waste disposed at the Landfill. The fee shall be adjusted annually in accordance with the CPI. This fee shall be used at the sole discretion of the Director of the Department of Public Works for administration, implementation, and enhancement of disaster debris removal activities in Val Verde, Castaic, and other unincorporated areas of the County surrounding the Landfill, including providing waste disposal and collection service vouchers to assist residents in clean-up activities.
117. For the life of this grant, except as provided in Condition No. 118 of this grant, the permittee shall pay on a monthly basis to the Department of Public Works a fee for every ton of Solid Waste originating within Los Angeles County but outside the Santa Clarita Valley Area that is processed for beneficial use, composting and/or disposed of at the Facility during the preceding month, according to the following rates:

Incoming Tonnage (Tons/Day)	Fee
0-1,999	\$1.32 per ton
2,000-3,999	\$2.64 per ton
4,000-5,999	\$3.96 per ton
6,000 and over	\$5.28 per ton

For the life of this grant, except as provided in Condition No. 118, the permittee shall pay on a monthly basis to the Department of Public Works a fee of \$6.67 per ton for all Solid Waste and Beneficial Use Materials originating outside of Los Angeles County and within California that is processed for beneficial use, composting and/or disposed of at the Facility during the preceding month.

The fee shall be used to fund programs and activities that: (1) enhance Countywide disposal capacity, mitigate Landfill impacts in the unincorporated County areas; and (2) promote development of Conversion Technology facilities that benefit the County.

The fee applicable for every ton of material originating outside the Santa Clarita Valley Area but within Los Angeles County shall be determined using the above tiered-structured table and by dividing the total incoming waste from outside the Santa Clarita Valley by the number of delivery days. For example, if the monthly total is 50,000 tons and the number of delivery days is 20, then the average quantity is 2,500 TPD, and the fee is the sum of  $(\$1.32 \times 1,999) + (\$2.64 \times 501) = \$3,961.32 \times$  number of delivery days. The fee shall be adjusted annually in accordance with the CPI.

One-half (50 percent) of each monthly payment shall be deposited by the Department of Public Works into an interest-bearing deferred Landfill Mitigation Program Account, created and maintained by the Department of Public Works to fund programs and activities that enhance Countywide disposal capacity and mitigate Landfill gas impacts in the unincorporated County areas.

The remaining one-half (50 percent) of the monthly payment shall be deposited into an interest-bearing deferred Alternative-to-Landfilling Technology Account, created and maintained by the Department of Public Works to fund research and activities that promote the development of Conversion Technology facilities that benefit the County.

In the event the Department of Public Works, in consultation with the Director of Regional Planning, determines that the permittee has constructed and commenced operation of a Conversion Technology facility in full satisfaction of the requirements of Condition No. 118 of this grant, the fee requirement of this Condition No. 117 shall thereafter be reduced by one-half (50 percent). The new

rate shall be as follows, but only so long as the Conversion Technology facility is operating:

Disposal Quantity

Incoming Tonnage (Tons/Day)	Fee
0-1,999	\$0.66 per ton
2,000-3,999	\$1.32 per ton
4,000-5,999	\$1.98 per ton
6,000 and 7,000	\$2.64 per ton

The fee applicable to all Solid Waste and Beneficial Use Material originating outside of Los Angeles County shall remain unchanged. Upon the effective date of the new rate, the funds generated from this fee shall be deposited into the Landfill Mitigation Program Account.

118. In the event the permittee elects to construct and operate a commercial-scale Conversion Technology facility (excluding composting facilities) at the Facility or other location in the County as approved by the Director of Public Works, the permittee may seek to provide such facility in lieu of paying one-half (50 percent) of the fee required by Condition No. 117 of this grant. "Construct and operate" shall mean fully funding and successfully completing the siting, design, permitting, and construction of an operating facility for the conversion of a minimum of 500 tons per day of Solid Waste into useful products, fuels, and/or energy through no-combustion thermal, chemical, or biological processes (excluding composting facilities). The permittee shall be responsible for obtaining all necessary permits and approvals required to construct and operate the facility. The facility must be fully permitted, operational, and processing at least 50 percent of the daily tonnage permitted for such facility on the fifth anniversary of the Effective Date and fully operational by the sixth anniversary of the Effective Date.

After the Director of Public Works has verified the Conversion Technology facility (excluding composting facilities) has commenced operation and is in full satisfaction of the requirements of Condition No. 118 of this grant, the permittee may request reimbursement from the Alternative-to-Landfilling Technology Account, created and maintained by the Department of Public Works. Eligible expenditures for reimbursement include design, permitting, environmental document preparation, construction, and inspection that are verified by the Department of Public Works as necessary and directly related to the development of a Conversion Technology Facility (excluding composting facilities) that meets the requirements of Condition No. 118 of this grant.

The permittee must provide access to the Department of Public Works and its independent consultant(s) to all areas of the facility during all phases of the development and must respond to information requests, including operating and performance data, from the Department of Public Works in a timely manner. The permittee shall provide tours of the facility to the public at the request of the Department of Public Works.

Upon the Effective Date of this grant, the permittee shall submit to the Department of Public Works for review and comment quarterly reports, providing detailed status of the selection of the type of Conversion Technology and progress of the development. Within one year after the Effective Date, the permittee must submit a proposal for the type, location, and preliminary design of the Conversion Technology facility for review and approval by the Department of Public Works in consultation with the Director of Regional Planning. As part of the proposal, the permittee shall submit a detailed project milestone schedule, including at a minimum, a scheduled completion date for permit approvals, financing, 30 percent, 60 percent, and 90 percent design levels, construction completion, start-up, acceptance testing, and beginning of commercial operations. Within six months of receipt of the proposal, the Department of Public Works shall notify the permittee of the findings of its review and determination as to whether a Conversion Technology Facility is or is not anticipated to be successfully developed in accordance with the requirement of this Condition No. 118.

When the Conversion Technology Facility is permitted, developed and in operation, the permittee shall submit to the Department of Public Works quarterly informational reports including quantities of feedstock, output materials, output gas, energy, and/or fuel as well as an annual report for review and comment providing detailed status of the operation, permits, and regulatory compliance of the Conversion Technology facility, including quantities and origins of feedstock, quantities of output, design life, and performance efficiency.

In the event that a Conversion Technology facility is not anticipated to be successfully developed by the fifth anniversary of the Effective Date, the permittee may submit a request for a one-year time extension to the Department of Public Works, no later than three months prior to the fifth anniversary of the Effective Date. The extension may be granted at the sole discretion of the Department of Public Works, if the permittee demonstrates, to the satisfaction of the Department of Public Works, that it has made good faith efforts towards developing the facility, and shows that circumstances related to the facility's permitting process and other events outside of the permittee's control prevented the facility from being fully permitted and operational. Similarly, a one-year time extension may also be granted up to two additional times, at the request of the permittee. Such additional requests shall each be received no later than three months prior to the anniversary of the Effective Date after the sixth and seventh years. The total duration of the time extension(s) shall not exceed three years.

119. Pursuant to Goal 2.4.2 of the Los Angeles County Countywide Siting Element adopted by the Board in 1997, and the Board's policy adopted on July 27, 1999, to promote the development of alternatives to Landfill and incineration processes, the permittee shall contribute \$200,000 annually, not to exceed \$3,000,000 for the life of this grant, to an alternative technology development fund, which fund shall be an interest bearing account established and maintained by the Department of Public Works. This fund shall be used to research, promote, and develop the alternative technologies that are most appropriate for Southern California from an environmental and economic perspective. The determination of appropriate alternative technologies as well as the use of the fund shall be made by the Department of Public Works. Within six months after the Effective Date, the permittee shall deposit its first \$200,000 payment required by this Condition No. 119, and thereafter annually by March 31.
120. By March 31 of each year, the permittee shall pay to the Department of Public Works an annual fee of 50 cents per ton of all Solid Waste disposed at the Landfill during the preceding calendar year. The fee shall be adjusted annually in accordance with the CPI. This annual payment shall be deposited into an interest bearing trust fund established to acquire and/or develop natural habitat and parkland in Val Verde, Castaic, and other unincorporated areas of the County surrounding the Landfill. No monies from this trust fund shall be used for projects or programs that benefit areas outside the communities surrounding the Landfill. The Director of Public Works shall administer the trust fund in consultation with the Director of Parks and Recreation, and all monies in the trust fund, including accrued interest, shall be spent for park and recreational purposes.
121. By March 31 of each year, the permittee shall pay to the Department of Public Works an annual fee of 50 cents per ton of all Solid Waste disposed at the Landfill during the preceding calendar year. The fee shall be adjusted annually in accordance with the CPI. This annual payment shall be deposited by the Department of Public Works into an interest bearing trust fund established to provide funding for road improvements in the Val Verde, Castaic, and other unincorporated areas of the County surrounding the Landfill. The Department of Public Works shall administer this trust fund, and all monies in the trust fund, including accrued interest, shall be disbursed by the Department of Public Works.
122. By January 10 of every other year, the permittee shall pay to the Department of Regional Planning a sum of \$50,000 for the purpose of financing planning studies, including, but not limited to neighborhood planning studies for Val Verde, Castaic, and the unincorporated Santa Clarita Valley, as determined by the Director of Regional Planning. The fee shall be adjusted annually in accordance with the CPI. The payments shall be held in an interest-bearing account. Payment for the first year is due within 90 days after the Effective Date. Should there be monies remaining in the account, not spent on planning studies or committed to use on such studies within the identified area, such fees will be returned to the permittee at the termination of the permit.

123. By March 31 of each year, the permittee shall pay to the Department of Regional Planning a fee of \$1.00 per ton of all Solid Waste disposed at the Landfill during the preceding calendar year. The payment shall be adjusted annually in accordance with the CPI. The payments shall be deposited by the Director of Regional Planning into an interest-bearing community benefit and environmental education trust fund, created and maintained by the Director of Regional Planning. This fund shall be used to fund environmental, educational, and quality of life programs in the Val Verde, Castaic, and other unincorporated areas of the County surrounding the Landfill, and to fund regional public facilities that serve this area. All disbursement of the monies in the fund shall be determined by the Director of Regional Planning.
124. The permittee shall fund 10 collection events per year to be held by the Department of Public Works for the collection of Household Hazardous Waste and Electronic Waste, including discarded computers. The cost of each event shall be \$100,000, adjusted annually in accordance with the CPI. The permittee shall make annual payments for these events. The first payment is due within 90 days after the Effective Date, and the subsequent payments are due by March 31 of each year.

In lieu of paying for five of the ten collection events per year, the permittee may instead elect the following option:

The permittee will fully fund the siting, development, operation, and staffing of a new permanent Santa Clarita Valley Environmental Collection Center at the Facility or other location in the unincorporated areas of the Santa Clarita Valley (substantially similar in design to the Antelope Valley Environmental Collection Center) for the collection of household hazardous/electronic waste. The permittee shall be responsible for building, constructing, and obtaining all necessary permits and approvals required to operate the center. The center, whose design and location must be approved by the Department of Public Works, must be open at least twice a month to all County residents. The operating hours shall be similar to that of the Antelope Valley Environmental Collection Center or as determined by the Department of Public Works. Upon the center's opening, the permittee shall implement an on-going comprehensive promotional campaign to reach all Santa Clarita Valley residents. The campaign must be reviewed and approved by Public Works in consultation with other interested entities.

In the event the permittee elects the above option, the permittee shall notify the Department of Public Works of its decision within 90 days of the Effective Date, along with a detailed project timeline (including, but not limited to, estimated project costs, etc.) for review and approval. The Department of Public Works reserves the right to determine whether the permittee has satisfied the requirements for payment deduction and when the deduction will commence, and if necessary, prorate the payments to meet the intent of this Condition No. 124.

125. Prior to the Effective Date, the permittee shall:

- A. Deposit the sum of \$20,000 with the Department of Regional Planning. The deposit shall be placed in a performance fund draw-down account, which shall be used exclusively to compensate the Department of Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of this grant, to review and verify any and all information contained in the required reports of this grant, and to undertake any other activity of the Department of Regional Planning to ensure that the conditions of this grant are satisfied, including, but not limited to, carrying out the following activities: enforcement, permitting, inspections (amount charged per each inspection shall be \$200, or the current recovery cost, whichever is greater), providing administrative support in the oversight and enforcement of these conditions, performing technical studies, and retaining the services of an independent consultant for any of the aforementioned purposes, or for routine monitoring of any and/or all of the conditions of this grant for a minimum of five years. Inspections shall be conducted biennially (once every other year) to ensure that any development undertaken on the subject property is in accordance with the approved Exhibit "A" on file. If the actual costs incurred pursuant to this Condition No. 125.A have reached 80 percent of the amount of the initial deposit (\$16,000), and the permittee has been so notified, the permittee shall deposit supplemental funds to bring the balance up to the amount of the initial deposit (\$20,000) within ten business days of such notification. There is no limit to the number of supplemental deposits that may be required during the life of this grant. At the sole discretion of the permittee, the permittee may deposit an initial or supplemental amount that exceeds the minimum amounts required by this Condition No. 125.
  
- B. Deposit the sum of \$50,000 in an interest-bearing trust fund with the Department of Public Works from which actual costs billed and not honored by the permittee will be deducted for the purpose of defraying the expenses involved in the Department of Public Works' review and verification of any and all information contained in the required reports of this grant and the MMRP, and any other activity of the Department of Public Works to ensure that the conditions of this grant are satisfied, including, but not limited to, carrying out the following activities: enforcement, permitting, inspections, coordination of mitigation monitoring, providing administrative support in the oversight and enforcement of these conditions, performing technical studies, and retaining the services of an independent consultant for any of the aforementioned purposes or for routine monitoring of any and/or all of the conditions of this grant for a minimum of five years. If the costs incurred pursuant to this Condition No. 125.B have reached 80 percent of the amount of the initial deposit (\$40,000), and the permittee has been so notified, the permittee shall deposit supplemental funds to bring the balance up to the amount of the

initial deposit (\$50,000) within ten business days of such notification. There is no limit to the number of supplemental deposits that may be required during the life of this grant. At the sole discretion of the permittee, the permittee may deposit an initial or supplemental amount that exceeds the minimum amounts required by this Condition No. 125.

- C. The balance remaining, including interest in the draw-down account as described in subsection A above and trust fund as described in subsection B, above, shall be returned to the permittee upon the Director of Public Works' determination that the Landfill is no longer a threat to public health, safety, and the environment.

### LEGISLATION

- 126. The permittee shall continue working with the waste industry, in concert with cities, the County, and other stakeholders in the industry, to seek amendment of existing laws and regulations to require that compliance with the State's waste reduction mandates be measured by diversion program implementation as opposed to disposal quantity measurement, and to further require the state-mandated Disposal Reporting System to be used solely to identify waste generation and disposal trends, to the extent that this would further the objective of the Project as stated in the EIR of continuing to provide Landfill waste diversion programs that are relied upon by many local cities and communities in achieving State mandates for waste diversion.

### COMMUNITY INFORMATION/INQUIRIES

- 127. The permittee shall post a sign at the entrance gate to the Facility providing the following information:
  - A. The telephone number of the hotline to contact the permittee on a 24-hour basis to register complaints regarding the Facility's operations. All complaints received shall be reported to the Director of Regional Planning, and other agencies, as appropriate, on the same day, but no later than 10:00 a.m. of the following business day. Said telephone number shall be published in the local telephone directory, permittee's website, and local library;
  - B. The telephone number of the DPH and the hours that the DPH office is staffed; and
  - C. The telephone number of SCAQMD's enforcement offices and the hours that the SCAQMD offices are staffed.
- 128. The permittee shall maintain a hotline/emergency log at the Facility which shall record all complaints received regarding Landfill operations. The record of complaints shall include the date and time, nature of complaints, and actions taken to identify and resolve the complaint. The permittee shall at all times,

24 hours a day, seven days a week, provide at least one emergency contact person, with sufficient expertise to assess the need for remedial action to promptly respond to complaints from the surrounding neighborhood regarding dust, litter, odor, air quality, or other operational issues. The permittee shall resolve all complaints to the satisfaction of the Director of Regional Planning. Permittee shall maintain records of this hotline for three years, made available upon request, and submitted as part of the annual report required pursuant to Part XII of the IMP. The records shall include information of all complaints received regarding the Landfill operations, the permittee's follow-up action to the complaints, and their final resolution.

Additionally, the permittee shall designate one or more employees to act as an Ombudsman to be available to respond to complaints. The Ombudsman shall respond to complaints received on the hotline required by this Condition No. 128 within three business hours. Permittee shall publish on the Facility website and provide to the CAC and to the TAC on a quarterly basis a written log of all calls to the hotline, including the time of the call, the nature of the complaint, the name and approximate location of complainant, and the resolution of the complaint (including timeframe for same).

129. The permittee shall prepare and distribute to all interested persons and parties, as shown on the interested parties list used by the Department of Regional Planning for this matter, and to any other person requesting to be added to the list, a quarterly newsletter, or electronic/social media, providing the Facility's website and its 24-hour hotline/emergency telephone numbers, and also providing the following information for the quarter: (1) "What is New" at the Facility; (2) the regulatory and permitting activities at the Facility; (3) the hotline/emergency log for the period; and (4) a summary of any and all progress reports and/or annual reports required by this grant. The newsletter shall be posted on the Facility's website and distributed to the Castaic Library and other local libraries. In addition, the permittee shall notify the Community Advisory Committee, as described in Part XI of the IMP, the Val Verde Community Advisory Committee, the Castaic Area Town Council Association, and any other interested community groups in the immediate vicinity of the Facility, of any significant operational change at the Facility.
130. Within 180 days after the Effective Date, the permittee shall update its website to provide general information to the community regarding the Facility's recycling activities/programs, environmental mitigation measures, frequently asked questions, a description of the Facility's operation, which may include video, a complaint resolution mechanism, recent Notices of Violation and how they were resolved, and any other pertinent information requested by the Department of Public Works for the life of this grant.

## OAK TREE PERMIT SPECIFIC CONDITIONS

131. This grant, OTP 2015-00007-(5) shall authorize the removal of four trees (Nos. 1, 2, 3, and 89) of the oak genus (*Quercus agrifolia*) as shown on the site plan (OTP 2015-00007-(5) Exhibit "A").
132. This OTP shall not be effective until a site plan (CUP 2004-00042 Exhibit "A") is approved for the construction of the proposed Landfill facilities and associated grading, demonstrating the need to remove the said trees.
133. The permittee shall provide mitigation trees of the Oak genus at a rate of two-to-one (2:1) for each tree removed for a total of eight mitigation trees.
134. The permittee shall plant one healthy acorn of the same species of oak (*Quercus sp.*) as the tree removed for each mitigation tree planted. The acorns shall be planted at the same time as and within the watering zone of each mitigation tree.
135. All replacement trees shall be planted on native undisturbed soil, to the extent feasible, and shall be the same species of oak (*Quercus sp.*) as the removed tree. The location of the replacement tree shall be in the vicinity of other oak trees of the same species. A layer of humus and litter from beneath the canopy of the removed tree shall also be applied to the area beneath the canopies of the replacement trees to further promote the establishment of mycorrhizae within their rooting zones.
136. When replacement trees are planted on disturbed soil or are not in the vicinity of the same species of oak (*Quercus sp.*) as the removed tree, planting shall incorporate a mycorrhizal product, either as amendment or in the first two irrigations or watering of planted trees (i.e., "mycorrhizaROOTS" or similar product) in accordance with the label's directions. A layer of humus and litter from beneath the canopy of the removed tree shall also be applied to the area beneath the canopies of the replacement trees to further promote the establishment of mycorrhizae within their rooting zones.
137. If any oak tree grows into ordinance size during the duration of this permit, removals, encroachments, or any additional impacts shall be inclusive within this permit to ensure proper mitigation.

In addition to the work expressly allowed by this permit, remedial pruning intended to ensure the continued health of a protected oak tree or to improve its appearance or structure may be performed. Such pruning shall include the removal of deadwood and stubs and medium pruning of branches to two inches in diameter or less in accordance with the guidelines published by the National Arborist Association. Copies of these guidelines are available from the Forestry Division of the County Fire Department. In no case shall more than 20 percent of the tree canopy of any one tree be removed.

138. Except as otherwise expressly authorized by this grant, any remaining oak trees shall be maintained in accordance with the principles set forth in the publication, "Oak Trees: Care and Maintenance", prepared by the Forestry Division of the County Fire Department. A copy of the publication is enclosed with these conditions.
139. The permittee shall comply with all conditions and requirements contained in the County Forester and Fire Warden, Forestry Division, letter dated January 24, 2017 (attached hereto), to the satisfaction of said Division, except as otherwise required by said Division.

Attachments:

County Forester's Letter dated January 24, 2017  
Department of Public Health letter dated February 23, 2017  
Fire Department letter dated February 24, 2017  
Implementation and Monitoring Program ("IMP")  
Mitigation Monitoring and Reporting Program ("MMRP")  
Oak Trees: Care and Maintenance Guide  
Project Site Plan – Exhibit "A"  
Tonnage Capacity Breakdown Table  
Table for Fee Structures  
Table for Monitoring Requirement and Frequency



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

January 24, 2017

Iris Chi, Planner  
Department of Regional Planning  
Zoning Permits Section  
320 West Temple Street  
Los Angeles, CA 90012

Dear Ms. Chi:

**OAK TREE PERMIT NUMBER 2015-00007  
PROJECT NUMBER R2004-00559-(5)  
29201 HENRY MAYO DRIVE, CASTAIC**

We have reviewed the "Request for Oak Tree Permit #2015-00007." The project is located at 29201 Henry Mayo Drive in the unincorporated area of Castaic. The Oak Tree Report is accurate and complete as to the location, size, condition and species of the Oak trees on the site. The term "Oak Tree Report" refers to the document on file by sb horticulture, the consulting arborist, dated June 6, 2014.

**We recommend the following as conditions of approval:**

### OAK TREE PERMIT REQUIREMENTS:

1. This grant shall not be effective until the permittee and the owner of the property involved (if other than the permittee), have filed at the office of the Department of Regional Planning their affidavit stating that they are aware of and agree to accept all conditions of this grant. Unless otherwise apparent from the context, the term "permittee" shall include the applicant and any other person, corporation or other entity making use of this grant.
2. The permittee shall, prior to commencement of the use authorized by this grant, deposit with the County of Los Angeles Fire Department a sum of \$300. Such fees shall be used to compensate the County Forester \$100 per inspection to cover expenses incurred while inspecting the project to determine the permittee's compliance with the conditions of

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY

DIAMOND BAR  
DUARTE  
EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE

HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY  
INGLEWOOD  
IRVINDALE  
LA CANADA FLINTRIDGE  
LA HABRA

LA MRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER  
LAWDALE  
LONITA  
LYNWOOD

MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT  
PICO RIVERA

POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

approval. The above fees provide for one (1) initial inspection prior to the commencement of construction and two (2) subsequent inspections until the conditions of approval have been met. The Director of Regional Planning and the County Forester shall retain the right to make regular and unannounced site inspections.

3. Before commencing work authorized or required by this grant, the consulting arborist shall submit a letter to the Director of Regional Planning and the County of Los Angeles Fire Department's Forestry Division stating that he or she has been retained by the permittee to perform or supervise the work, and that he or she agrees to report to the Director of Regional Planning and the County Forester, any failure to fully comply with the conditions of the grant. The arborist shall also submit a written report on permit compliance upon completion of the work required by this grant. The report shall include a diagram showing the exact number and location of all mitigation trees planted as well as planting dates.
4. The permittee shall arrange for the consulting arborist or a similarly qualified person to maintain all remaining Oak trees on the subject property that are within the zone of impact as determined by the County Forester for the life of the Oak Tree Permit or the Conditional Use Permit.
5. The permittee shall install temporary chainlink fencing, not less than four (4) feet in height, to secure the protected zone of all remaining Oak trees on site as necessary. The fencing shall be installed prior to grading or tree removal, and shall not be removed without approval of the County Forester. The term "protected zone" refers to the area extending five (5) feet beyond the dripline of the Oak tree (before pruning), or fifteen (15) feet from the trunk, whichever is greater.
6. Copies of the Oak Tree Report, Oak tree map, mitigation planting plan and conditions of approval shall be kept on the project site and available for review. All individuals associated with the project as it relates to the Oak resource shall be familiar with the Oak Tree Report, Oak tree map, mitigation planting plan and conditions of approval.

#### **PERMITTED OAK TREE REMOVAL:**

7. This grant allows the removal of four trees the Oak genus, three (3) (*Quercus agrifolia*) and one (1) *Quercus lobata* identified as Tree Number 1, 2, 3, and 89 on the applicant's site plan and Oak Tree Report. Trenching, excavation, or clearance of vegetation within the protected zone of an Oak tree shall be accomplished by the use of hand tools or small hand-held power tools. Any major roots encountered shall be conserved and treated as recommended by the consulting arborist.
8. In addition to the work expressly allowed by this permit, remedial pruning intended to ensure the continued health of a protected Oak tree or to improve its appearance or structure may be performed. Such pruning shall include the removal of deadwood and stubs and medium pruning of branches two-inches in diameter or less in accordance with the guidelines published by the National Arborist Association. Copies of these guidelines

are available from the County of Los Angeles Fire Department, Forestry Division. In no case shall more than 20% of the tree canopy of any one tree be removed.

9. Except as otherwise expressly authorized by this grant, the remaining Oak trees shall be maintained in accordance with the principles set forth in the publication, "Oak Trees: Care and Maintenance," prepared by the County of Los Angeles Fire Department, Forestry Division. A copy of the publication is enclosed with these conditions.

**MITIGATION TREES:**

10. The permittee shall provide mitigation trees of the Oak genus at a rate of two to one (2:1) for each tree removed, Six (6) Quercus agrifolia, and two (2) Quercus lobata, for a total of eight (8) mitigation trees.
11. Each mitigation tree shall be at least a 15-gallon specimen in size and measure one (1) inch or more in diameter one (1) foot above the base. Free form trees with multiple stems are permissible provided the combined diameter of the two (2) largest stems of such trees measure a minimum of one (1) inch in diameter one (1) foot above the base.
12. Mitigation trees shall consist of indigenous varieties of Quercus agrifolia and Quercus lobata, grown from a local seed source.
13. Mitigation trees shall be planted within one (1) year of the permitted Oak tree removals. Mitigation trees shall be planted either on site or at an off-site location approved by the County Forester. Alternatively, a contribution to the County of Los Angeles Oak Forest Special Fund may be made in the amount equivalent to the Oak resource loss. The contribution shall be calculated by the consulting arborist and approved by the County Forester according to the most current edition of the International Society of Arboriculture's "Guide for Plant Appraisal."
14. The permittee shall properly maintain each mitigation tree and shall replace any tree failing to survive due to a lack of proper care and maintenance with a tree meeting the specifications set forth above. The two-year maintenance period will begin upon receipt of a letter from the permittee or consulting arborist to the Director of Regional Planning and the County Forester, indicating that the mitigation trees have been planted. The maintenance period of the trees failing to survive two (2) years will start anew with the new replacement trees. Subsequently, additional monitoring fees shall be required.
15. All mitigation Oak trees planted as a condition of this permit shall be protected in perpetuity by the Los Angeles County Oak Tree Ordinance once they have survived the required maintenance period.

**NON-PERMITTED ACTIONS AND VIOLATIONS:**

16. Encroachment within the protected zone of any additional tree of the Oak genus on the project site is prohibited.
17. Should encroachment within the protected zone of any additional tree of the Oak genus on the project site not permitted by this grant result in its injury or death within two (2) years, the permittee shall be required to make a contribution to the Los Angeles County Oak Forest Special Fund in the amount equivalent to the Oak resource damage/loss. Said contribution shall be calculated by the consulting arborist and approved by the County Forester according to the most current edition of the International Society of Arboriculture's "Guide for Plant Appraisal."
18. No planting or irrigation system shall be installed within the dripline of any Oak tree that will be retained.
19. Utility trenches shall not be routed within the protected zone of an Oak tree unless the serving utility requires such locations.
20. Equipment, materials and vehicles shall not be stored, parked, or operated within the protected zone of any Oak tree. No temporary structures shall be placed within the protected zone of any Oak tree.
21. Violations of the conditions of this grant shall result in immediate work stoppage or in a notice of correction depending on the nature of the violation. A time frame within which deficiencies must be corrected will be indicated on the notice of correction.
22. Should any future inspection disclose that the subject property is being used in violation of any one of the conditions of this grant, the permittee shall be held financially responsible and shall reimburse the County of Los Angeles Fire Department, Forestry Division, for all enforcement efforts necessary to bring the subject property into compliance.

To schedule a County Forester inspection, please contact the Environmental Review Unit at (818) 890-5719.

If you have any additional questions, please contact this office at (818) 890-5758.

Very truly yours,

  
J. LOPEZ, ASSISTANT CHIEF, FORESTRY DIVISION  
PREVENTION SERVICES BUREAU

JL:jl

Enclosure



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**JEFFREY D. GUNZENHAUSER, M.D., M.P.H.**  
Interim Health Officer

**CYNTHIA A. HARDING, M.P.H.**  
Chief Deputy Director

**ANGELO J. BELLOMO, REHS, QEP**  
Deputy Director for Health Protection

**TERRI S. WILLIAMS, REHS**  
Director of Environmental Health

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5050 Commerce Drive  
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**BOARD OF SUPERVISORS**

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February 23, 2017      **REVISED REPORT**

**TO:** Richard Claghorn  
Principal Regional Planning Assistant  
Department of Regional Planning

**FROM:** Jeanne Biehler, REHS  
Environmental Health Division  
Department of Public Health

**SUBJECT: CUP CONSULTATION  
PROJECT NO. R2004-00559  
Chiquita Canyon Landfill  
29201 Henry Mayo Drive, Valencia**

- Public Health recommends approval of this CUP.
- Public Health does **NOT** recommend approval of this CUP.

The Department of Public Health has reviewed the information provided for the project identified above. The project proposal is to provide additional disposal capacity to help meet the critical waste management needs of the greater Los Angeles area.

The Department recommends approval of the CUP at this time, contingent upon all requirements of the Drinking Water Program being adequately addressed at the Building Permit stage as detailed in the Drinking Water Program section, below.

**Solid Waste Management Program**

**The Solid Waste Management Program recommends approval of the CUP.**

The Solid Waste Management Program acting as the Local Enforcement Agency (LEA) for Chiquita Canyon Landfill has met with the project applicant group, and is in agreement with responses that will be provided in the Final Environmental Impact Report.

Should you have any questions or comments regarding the above statement, please feel free to contact Ms. Dorcas Hanson-Lugo at 626 430-5540 or at [dlugo@ph.lacounty.gov](mailto:dlugo@ph.lacounty.gov).

### Drinking Water Program

The Drinking Water Program recommends approval of this CUP upon the satisfaction of conditions contained herein at the Building Permit stage:

The Drinking Water Program has reviewed the additional information, responses and Water Supply Assessments (WSA) regarding the Chiquita Canyon Landfill Expansion. The WSA addresses the non-potable water supply increase in demand. It does not address the potable water supply demand for the project. Uniform Plumbing Code and State Water Codes specify potable water requirements for the drinking and sanitary facilities on the site. The WSA addresses the 150 AFY of non-potable water necessary for the expansion where 93 AFY is currently utilized. The WSA does not include potable water in its assessment but identifies that 100 GPD of potable water is utilized and fulfilled by supplying bottled water.

- As the WSA addresses the non-potable water demand only, please identify an approved safe and reliable source of potable water for the project. Bottled water does meet the demands and practicalities required by the sanitary infrastructure and the minimum safe drinking water standards for the project.
- Section 3363 Chapter 4 California Code of Regulations does not list bottled water as potable water. Section (a) states: "Potable water in adequate supply shall be provided in all places of employment for drinking and washing, and where required by the employer of these orders, for bathing, cooking, washing of food, washing of cooking and eating utensils, and washing of food preparation or processing premises, and personal service rooms," *Et. al.*
- The current description and information presented to this program regarding employee numbers is in excess of 25 persons. This requires the delivery of safe and reliable drinking water from an approved water system that is permitted, regulated and monitored per the California Safe Drinking Water Act for the users of the site. Please note that the reference of the Safe Drinking Water Act does not infer formation of a public water system.
- Please note this department's response is solely focused on the potable source(s) of water.

The Drinking Water Program proffered comments on September 29, 2015 and January 18, 2017. The following comments reflect additional information regarding the particulars for the potable water issues facing the project that will operate as a landfill and workplace for the next 30 years. The applicant must satisfy the following as they apply:

***If there is an intent is to acquire a potable water service connection from the Valencia Water Company:***

- Provide a signed contract, proof of entitlement or will serve letter from the Valencia Water Company that guarantees an uninterrupted potable supply of water. If this is attainable, no further requirements are needed.

***The current information provided within the WSA denotes that non-potable water is currently provided by Newhall Land and Farming Company (NLFC) irrigation well. The following only pertains if this well is to be, or can be utilized, for potable purposes. If such a potable option is attainable through the use of the existing NLFC well, it would therefore be subject to the California State Well Standards regarding construction conformance for potable water uses and its relation to the California Safe Drinking Water Act. The following 3 bullet points will be required if this is a solution but it is recognized from the review of information, that this is an unlikely option.***

- Provide the construction details of the well(s) in addition to the California State Well Drillers Completion Report(s) for each well. Each well(s) shall be in conformance to the California State Well Standards.
- Denote well locations and distribution/plumbing system layout in a scaled map that exhibits well locations, valves, taps, pumps, booster pumps, pressure gauging, backflow valving, reservoirs, building connections, dust control irrigation, vegetation irrigation and treatment-disinfection facilities where applicable. Also provide material detail or schedule for the above mentioned system components.
- Provide information or analysis of the California State Title 22 Code of Regulation regarding Primary and Secondary Drinking Water Quality Standards.

***For either option, an accurate assessment regarding potable water demand will need to be identified. Provide the following:***

- Employee, consultant, visitor, customer, contractor, or user of the facility population numbers.
- The number of buildings that require water service for both sanitary and potable purposes.
- Information as to the acquisition of a safe, reliable, regulated and monitored source of water for the sanitary and potable facilities utilized by the transient and non-transient users of the site. This includes visitors, employees, and contractors. The use of the term transient and non-transient does not necessarily denote a requirement to form a public water system.

For questions regarding the above section's comments, please contact Vincent Gallegos or Lusi Mkhitarian at Drinking Water Program at (626) 430-5420, or via email at [vgallegos@ph.lacounty.gov](mailto:vgallegos@ph.lacounty.gov) or [lmkhitarian@ph.lacounty.gov](mailto:lmkhitarian@ph.lacounty.gov).

### **Land Use Program**

**The Land Use program recommends approval of the CUP with the conditions stated below:**

The Land Use program is issuing a conceptual approval for the installation of a future OWTS based on the feasibility report submitted by the applicant. This conceptual approval is subjected to the required approval from the Los Angeles Regional Water Quality Control Board prior to this program issuing an approval for the installation of the OWTS at Building Permit phase. Further review will need to be conducted as to size, capacity, etc. when the final design is submitted to this program.

If you have any questions regarding the above section, please contact Michelle Tsiebos at (626) 430-5380 or via e-mail at [mtsiebos@ph.lacounty.gov](mailto:mtsiebos@ph.lacounty.gov).

### **Toxics Epidemiology Program**

**The Toxics Epidemiology Program recommends approval of this CUP with the following recommendations and requirements:**

Staff from Toxics Epidemiology Program has reviewed the documents and plans provided by the applicant. The following comments are presented after the site visit was conducted:

### **Noise**

The noise that will be generated during construction, according to the environmental assessment section of the Initial Study, will not generate any significant impacts on the surrounding sensitive land use. No operational noise impacts are expected. We agree with the initial assessment.

#### Air Quality

Regarding fugitive dust emissions it is recommended that during the operational phase of the project, dust suppression engineering techniques be applied in order to minimize temporary increase in dust air emissions. Fugitive dust can result in public exposure to fungal spores such as *Coccidioides immitis*, which can cause Coccidioidomycosis (Valley Fever).

Additional odor mitigation measures should be investigated. Public Health classifies odor complaints as having significant negative health impacts on the public, that is to say that odor is more than a nuisance.

For questions regarding the above section, please contact Robert Vasquez or Evenor Masis at (213) 738-3220 or at [rvasquez@ph.lacounty.gov](mailto:rvasquez@ph.lacounty.gov) and [emasis@ph.lacounty.gov](mailto:emasis@ph.lacounty.gov).

For any other questions regarding this report, please feel free to contact me at (626) 430-5382 or at [jbiehler@ph.lacounty.gov](mailto:jbiehler@ph.lacounty.gov).



**COUNTY OF LOS ANGELES FIRE DEPARTMENT  
FIRE PREVENTION DIVISION**

Land Development Unit  
5823 Rickenbacker Road  
Commerce, CA 90040  
Telephone (323) 890-4243, Fax (323) 890-9783

PROJECT: R2004-00559

MAP DATE: 05/01/2015

LOCATION: 29201 Henry Mayo Drive, Castaic

PLANNER: Richard Claghorn

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**REVISED CONDITIONS: Supersedes Fire Dept. Conditions Dated 02/22/2017**

**THE FIRE DEPARTMENT RECOMMENDS CLEARANCE OF THIS PROJECT TO  
PROCEED TO PUBLIC HEARING AS PRESENTLY SUBMITTED WITH THE  
FOLLOWING CONDITIONS OF APPROVAL.**

**CONDITIONS OF APPROVAL - ACCESS**

1. Fire Apparatus Access Road must be installed and maintained in a serviceable manner prior to and during the time of construction. Fire Code 501.4
2. All fire lanes shall be clear of all encroachments, and shall be maintained in accordance with the Title 32, County of Los Angeles Fire Code.
3. The Fire Apparatus Access Roads and designated fire lanes shall be measured from flow line to flow line.
4. In the locations noted on the site plan, provide a minimum unobstructed width of 20 feet, exclusive of shoulders and an unobstructed vertical clearance "clear to sky" Fire Apparatus Access Roads Fire Code 503.1.1 & 503.2.1
5. Provide a minimum unobstructed width of 26 feet, exclusive of shoulders and an unobstructed vertical clearance "clear to sky" Fire Apparatus Access Road to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building. Fire Code 503.1.1 & 503.2.2
6. The dimensions of the approved Fire Apparatus Access Roads shall be maintained as originally approved by the fire code official. Fire Code 503.2.2.1
7. Dead-end Fire Apparatus Access Roads in excess of 150 feet in length shall be provided with an approved Fire Department turnaround. Fire Code 503.2.5
8. Fire Apparatus Access Roads shall be provided with a 32 foot centerline turning radius. Fire Code 503.2.4

Reviewed by: Wally Collins

Date: February 24, 2017





**COUNTY OF LOS ANGELES FIRE DEPARTMENT  
FIRE PREVENTION DIVISION**

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5823 Rickenbacker Road  
Commerce, CA 90040  
Telephone (323) 890-4243, Fax (323) 890-9783

PROJECT: R2004-00559

MAP DATE: 05/01/2015

LOCATION: 29201 Henry Mayo Drive, Castaic

PLANNER: Richard Claghorn

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2. All fire hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal, and shall be installed in accordance with the County of Los Angeles Fire Department Regulation 8.
  3. All on-site fire hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall. Fire Code Appendix C106

**CONDITIONS OF APPROVAL ACCESS– LANDFILL  
(Fire Department Regulation 10)**

1. Approved access roads shall be provided and maintained at all times around the dumping areas, and all existing and proposed buildings to access for firefighting equipment as addressed in the Fire Code Section 503.
2. Fire Apparatus Access Roads shall have an unobstructed width not less than 20 feet and an unobstructed vertical clearance clear to the sky.
3. Fire Apparatus Access Road widths may be increased, in the opinion of the chief, when the widths are not adequate enough to provide fire apparatus access. The increase in the fire apparatus access road width may be applied for future buildings.
4. Entrances to roads, trails or other access ways that have been closed with gates and barriers shall not be obstructed by parked vehicles.
5. Weeds, grass and combustible vegetation shall be removed for a distance of 10 feet on both sides of all access roads by rubbish trucks or the public.

**Additional Landfill Requirements:**

1. A firebreak or clearance of all dry weeds and grass shall be provided around the dumping areas. Secondary firebreaks, as required by the Fire Department, shall be provided and maintained in order to prevent the spread of the fire beyond the dump facility. The secondary firebreaks shall be not less than 60 feet in width.

Reviewed by: Wally Collins

Date: February 24, 2017



**COUNTY OF LOS ANGELES FIRE DEPARTMENT  
FIRE PREVENTION DIVISION**

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5823 Rickenbacker Road  
Commerce, CA 90040

Telephone (323) 890-4243, Fax (323) 890-9783

PROJECT: R2004-00559

MAP DATE: 05/01/2015

LOCATION: 29201 Henry Mayo Drive, Castaic

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2. The property shall be adequately fenced to prevent entry of unauthorized persons, and gates shall be locked at all times when the facility is not supervised. An attendant shall be on duty when the site is open to the public.
  3. **"NO SMOKING"** signs shall be posted on the facility and at all entrances to the facility. Smoking regulations, as required by this Department, will be strictly enforced.
  4. Dumping operations shall be carried on in such a manner as to minimize the possibility of fires occurring in the waste material. The waste material which is dumped on the premises shall be immediately mixed with earth, and under no circumstances shall any exposed surface or face of combustible materials be left uncovered at the close of daily operations.
  5. Any fire which occurs on the premises shall be reported immediately to the Fire Department and it shall be the responsibility of the operator to immediately extinguish any such fire. A telephone shall be installed for the purpose of notifying the Fire Department in case of fire.
  6. Provisions shall be made to control or prevent the blowing of papers or other combustibles water materials into the brush or outside the established dumping areas. The premises shall be kept free of any accumulations of waste combustible materials, which might constitute a fire menace.

**WATER SYSTEM REQUIREMENTS – LANDFILL  
(Fire Department Regulation 10)**

1. A water supply shall be provided which meets the Fire Department standards as determined by the Land Development Unit of the Fire Prevention Division.
2. Adequate on-site fire hydrants shall be required per Fire Department standards. The future expansion of the facility should be considered when determining the size and placement of water mains and hydrants.

Reviewed by: Wally Collins

Date: February 24, 2017



**COUNTY OF LOS ANGELES FIRE DEPARTMENT  
FIRE PREVENTION DIVISION**

Land Development Unit  
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Telephone (323) 890-4243, Fax (323) 890-9783

PROJECT: R2004-00559

MAP DATE: 05/01/2015

LOCATION: 29201 Henry Mayo Drive, Castaic

PLANNER: Richard Claghorn

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3. A Class II Standpipe System shall be provided and located within 200 feet of dumping operations and shall have sufficient 1½ -inch hose with a variable-fog nozzle to reach all portions of such operations.
  4. In lieu of a Class II standpipe system, the use of water tender trucks may be permitted, provided each truck is equipped with 2½-inch outlets for fire department use.

**FUEL MODIFICATION**

1. This property is located within the area described by the Fire Department as the Very High Fire Hazard Severity Zone. A "Preliminary Fuel Modification Plan" shall be submitted and approved prior to public hearing. For details, please contact the Department's Fuel Modification Unit which is located at Fire Station 32, 605 North Angeleno Avenue in the City of Azusa CA 91702-2904. They may be reached at (626) 969-5205.
  - a. The Fuel Modification Unit received the "Preliminary Fuel Modification Plan" on February 23, 2017. The review of the "Preliminary Fuel Modification Plan" is pending at this time. The "Final Fuel Modification Plan" shall be reviewed and approved by the Fuel Modification Unit prior to the issuance of building permits.

For any questions regarding the report, please contact FPEA Wally Collins at (323) 890-4243 or at [Wally.Collins@fire.lacounty.gov](mailto:Wally.Collins@fire.lacounty.gov).

## IMPLEMENTATION AND MONITORING PROGRAM

### CHIQUITA CANYON LANDFILL EXPANSION Attachment to the Conditions of Approval for Conditional Use Permit Number 200400042

PURPOSE. This implementation and monitoring program ("IMP") is intended to implement and ensure compliance with the conditions of Project No. R2004-00559 and its associated permits Conditional Use Permit No. 200400042 and Oak Tree Permit No. 201500007 ("Grant") and to complement the enforcement and monitoring programs routinely administered by County agencies and non-county public agencies during the life of the Grant. Unless otherwise defined in this IMP, terms herein shall have the same meaning as in the Conditions of Approval for the Grant.

PART I — LANDFILL ELEVATIONS. The following measures shall be carried out to monitor compliance with Condition Nos. 12, 26, 29, 38, 51, 53, 54, 55, 56, and 61 of this Grant, which establish the Limits of Fill.

- A. Before commencing expansion of the Landfill beyond the limits established by Conditional Use Permit No. 89-081, the Permittee shall install survey monuments around the perimeter of the Landfill, as depicted on Exhibit "A" and as established by the limits of Condition No. 29.

The specific spacing, location, and characteristics of the survey monuments shall be as specified by the Director of Public Works and shall be at points where they will not be subject to disturbance of Landfill development.

The survey monuments shall be inspected and approved by the Director of Public Works after installation, and the "as installed" plan shall be provided to the Director of Public Works.

Not less than 60 or more than 90 days before the deadline for the annual monitoring report required by Part XII of this IMP, the Permittee shall cause a licensed surveyor or registered civil engineer to conduct a survey of the Landfill's elevations and submit the results to the Director of Public Works for approval. Additional elevation surveys shall also be conducted by either of these professionals under the following circumstances: 1) in the event of an earthquake of magnitude (Richter) 5.0 or greater in the vicinity of the Facility; 2) as directed by the Director of Public Works as he or she deems necessary to monitor compliance with the conditions of approval of the Grant; or 3) upon completion of the Landfill's final fill design.

The Director of Public Works may also conduct or order on-site surveys as he or she deems necessary and shall promptly report any apparent violation revealed by the survey to the Director of the Department of Regional Planning and the DPH.

- B. If the Director of Public Works approves grading or other disturbance in

areas outside the Limits of Fill shown on Exhibit "A" pursuant to Condition No. 51 of the Grant, the Department of Public Works shall provide a copy of such approval to the Director of the Department of Regional Planning.

PART II — WASTE PLAN CONFORMANCE. The provisions of this Part II are intended to ensure compliance with the provisions of Condition Nos. 23-28, 42-45 of the Grant, and to conform Landfill operations with the Los Angeles County Countywide Integrated Waste Management Plan adopted pursuant to Division 30 of the Public Resources Code.

- A. The Permittee shall ensure the proper installation and maintenance of scales to verify the weight of Solid Waste received, disposed of, used for Beneficial Use Materials at the Facility, and/or otherwise diverted and sent off-site for further handling and/or processing. The Permittee shall maintain records necessary to document the following: (1) the aforementioned weights and their origin; (2) compliance with waste restrictions imposed pursuant to the conditions of the Grant; and (3) the fees charged for disposal at the Facility.
- B. All records shall be available for inspection by DPH, the Department of Public Works, the Department of Regional Planning, and the Treasurer and Tax Collector during normal business hours, and shall be forwarded to such agencies upon request.

PART III – DATA COLLECTION AND REPORTING. The provisions of this Part III are intended to enhance the continuing oversight of Landfill operations by reporting to the County all materials received, disposed, and beneficially used at the facility per the following.

- A. **Monthly.** Within 30 days after the end of each calendar month, Permittee shall submit the Monthly Report for that calendar month to the Department of Public Works in a form and manner determined by the Director of Public Works, including the following information:
  - a. The total number of commercial premises, multifamily premises, and residential premises, respectively, at which Permittee provided for regularly scheduled of Household Hazardous Waste collection or other measurement requested by County concerning these items;
  - b. The respective total quantities of:
    - i. Solid waste (in tons), Recyclables (in tons), and any green waste and other compostable organic materials (in tons or, if not weighed at the Solid Waste Facility where it is delivered, in tons); and Beneficial Use material (in tons or measure approved by the Director of the Department of Public Works) received by Permittee;
    - ii. Materials recovered from those Recyclables, abandoned waste

(such as Certified Electronic Device (CED) or E-waste) and residual Solid Waste remaining after processing of Recyclables;

- c. The final destination of that residual Solid Waste;
- d. Where Permittee delivered those Recyclables; and
- e. Materials processed at the composting facility.
- f. The estimated number of holiday trees, and biomass received by Permittee and their final destination;
- g. Using reasonable business efforts, the estimated number and tons of bulky items, E-waste, and CEDs collected by Permittee (such as major appliances/white goods and metallic discards, used tires and other Solid Waste recovered by Permittee during any annual cleanup campaigns), and final destination thereof;
- h. The collection route maps and schedule for the entire service area, if any map or schedule has changed during the prior month;
- i. Any other information compiled from records or formatting of that information requested by the Director of Public Works;
- j. Number of vehicle loads of all vehicles coming to the facility; and
- k. Records of material received and processed at the composting facility.

PART IV — WASTE ORIGIN DATA ACCURACY. The provisions of this Part IV are intended to ensure compliance with the provisions of Condition No.23 of the Grant. The Permittee shall adopt measures at the Facility to ensure the accuracy of the Solid Waste quantity allocated to County unincorporated areas and each of the cities from which waste is received. These measures shall also ensure the accuracy of determining the waste attributable to the Santa Clarita Valley Area, each city within Los Angeles County, and sources outside Los Angeles County; for purposes of complying with Condition No. 117 of the Grant. These measures shall become effective upon the Effective Date. Under these measures:

- A. The Permittee shall require written and verifiable documentation on source jurisdiction(s) and site address(es) where the Solid Waste is generated for loads from waste hauling industry customers ("Direct Haul Loads"), and written and verifiable documentation on source jurisdiction(s) for loads from transfer/processing facilities ("Transfer/Processing Loads"), the documentation of which shall be in a form developed by the Department of Public Works and distributed by the Permittee to its customers;
- B. The Permittee shall exempt from such documentation all customers tendering a minimum load, defined as a load having a net weight of less than one ton. However, such customers shall be required to verbally

state the source of their loads; and the Permittee shall record this information for its records and include in its reports;

- C. The Permittee shall investigate and verify the accuracy of all documentation provided for Direct Haul Loads;
- D. The Permittee shall forward all documentation for Transfer/Processing Loads to the Department of Public Works for review and verification;
- E. The Permittee shall forward all source of origin documentation for Direct Haul Loads from Solid Waste enterprises/waste haulers owned and operated by the Permittee or its subsidiaries to the Department of Public Works for review and verification;
- F. The Permittee shall impose a fee in an amount to be determined by the Permittee in consultation with the Department of Public Works on Direct Haul Loads and self-haul loads that are tendered at the Facility without the required written documentation. The fee shall be non-refundable and shall offset the Permittee's cost to track non-complying loads and to follow-up with the customers involved;
- G. If the Director of Public Works determines that a Solid Waste enterprise, waste hauler, and/or Transfer/Processing operator has failed to substantiate the origin of the Solid Waste, the Department of Public Works shall notify and direct the Permittee to impose a non-refundable penalty of \$5.00 per ton of waste whose origin the solid waste enterprise, waste hauler, or Transfer/Processing operator has failed to substantiate for that reporting period, which reporting period shall not exceed one month. The Permittee shall be responsible for collecting the fine and submitting it to the Department of Public Works within 60 days following such notification. The fines received by the Department of Public Works shall offset the cost of administering the waste origin verification program and of implementing other programs to mitigate any costs or penalties the County incur under the California Integrated Waste Management Act of 1989, as amended, from such misallocation;
- H. Unless otherwise approved by the Director of Public Works, the Permittee shall suspend the disposal privileges of customers who fail to provide the written documentation required by this Part IV within 14 calendar days following the tendering of an applicable load at the Facility, or of those customers who provide false, misleading, or inaccurate written documentation. Each suspension shall last up to 60 days;
- I. The Permittee shall extend the suspension period set forth above and in appropriate circumstances terminate the customer's disposal privileges for Transfer/Processing operators or waste haulers that repeatedly fail to substantiate the origin of their waste loads as required in this Part IV, or who

fail to pay the required penalties;

- J. The Permittee shall provide a procedure for its customers to appeal the suspension to the Permittee, the Director of Public Works, or their designees, pursuant to this Part IV and for immediate reinstatement of such privileges if the appeal is successful; and
- K. If the Permittee or the Director of Public Works determines that the origin of a waste load has been incorrectly reported, the Permittee shall correct the data submitted to the disposal reporting system to ensure its accuracy.

Prior to the implementation of the above measures, the Permittee shall, subject to the approval of the Director of Public Works, develop a waste origin verification and reporting program to include, but not be limited to, an outreach program to educate all customers of the Facility regarding the need to provide waste origin information, the requirements of the measures adopted pursuant to this Part IV, and an explanation of the consequences for failure to comply with the measures. After the effective date of the adopted measures, the Permittee shall provide a 90-day grace period to its customers prior to taking any enforcement action to provide time for customer education on these measures. Based on the initial results obtained from the verification and reporting program, these measures may be amended or modified by the Director of Public Works. The Director of Public Works shall have the discretion to terminate the verification and reporting program at any time.

Twice monthly, the Permittee shall submit the results of the verification and reporting program to the Director of Public Works, along with any other written documentation on the waste load transactions at the Facility.

PART V — HAZARDOUS WASTE EXCLUSION. This Part V ensures compliance with Condition No. 48 of the Grant regarding the exclusion of liquid, radioactive and hazardous waste from the Facility.

The Permittee shall maintain a comprehensive waste load checking program which shall require that:

- A. All waste hauling vehicles shall be screened at the scales with a radiation detector device, acceptable to DPH, for the presence of radioactive materials;
- B. Sensors capable of detecting volatile organic compounds acceptable to DPH shall be available at the Facility and used as directed by DPH;
- D. The scale operator shall question all drivers of suspect loads as to the source and nature of the loads, and shall inspect for contamination all large loads of earth brought into the Facility from areas not known to be free of contamination; The Landfill's Working Face areas shall be continuously inspected for hazardous and liquid waste, medical waste, and radioactive waste/materials. This inspection shall be accomplished by equipment operators and spotters who have been trained through an inspection

program approved by DPH;

- E. Unless otherwise specified by DPH or the Department of Public Works, the Permittee shall conduct at least six manual inspections of randomly selected incoming loads each operating day, for a minimum of 36 inspections per week. In addition, the Permittee shall conduct a series of twelve, intensive unannounced manual inspections of loads over a twelve-month period during the life of the Grant; and
- F. If on the basis of above-described inspections, DPH or the Department of Public Works determines that significant amounts of prohibited waste are entering the Facility, DPH or the Department of Public Works may require an expanded inspection program, which may include additional, unannounced manual inspections.

PART VI — PROHIBITED MATERIALS. This Part VI ensures compliance with Condition Nos. 48, 49, and 50 of the Grant regarding the prohibited materials at the Facility.

The Permittee shall not receive, process, or dispose any of the prohibited waste at the Facility per the followings:

- A. Automobile shredder waste;
- B. Biosolid; Sludge or sewage sludge, as specified in the California Code of Regulations, Title 27, Division 2, Chapter 3, Article 1, Section 20690(b)(4), and any amendments thereto;
- C. Incinerator ash; radioactive material; hazardous waste, as defined in Title 22, Section 66261.3 of the California Code of Regulations; medical waste, as defined in Section 117690 of the California Health & Safety Code; liquid waste, as defined in Title 27, Section 20164 of the California Code of Regulations; and
- D. Waste that contains soluble pollutants in concentrations that exceed applicable water quality objectives; and waste that can cause degradation of waters in the State, as determined by the RWQCB.

The Permittee shall implement a comprehensive Waste Load Checking Program, approved by the Department of Public Works and DPH to preclude receipt or disposal of prohibited waste at the Landfill.

PART VII — INDEMNIFICATION AGREEMENT. Prior to the Effective Date, the Permittee shall enter into an agreement with the County to indemnify the County for any damages to public property which may result from Landfill operations and for any liability, loss, or expense incurred by the county as a result of its issuance of the Grant of the Permittee's violation thereof, or for any expense which may be incurred by the County in performing any on- and/or off-site remedial work necessitated by the Permittee's failure to operate or maintain the Facility at a level acceptable to the Director of Public Works or DPH, or for the Permittee's failure to perform any of this work in a timely manner, including but not limited to, work related to the Environmental Protection and Control Systems, air quality and odor, and litter and dust control, noise control, vector control, and maintenance of slopes. The standards for operation and maintenance shall be as established by the provisions of the Grant and all applicable laws and implementing regulations.

To secure performance of the agreement, the Permittee shall tender to the Director of Public Works a letter of credit or other security acceptable to the County in the amount of \$10 million.

The security shall be in addition to any and all other security required by federal, state and local law, regulations and permits, including the security requirements of the Grant and of the State landfill closure regulations.

PART VIII — BIOLOGICAL/HORTICULTURAL MONITORING. This Part VIII is intended to promote compliance with the provisions of Condition Nos. 61 and 62 of the Grant concerning on-site planting, revegetation, and maintenance.

- A. On or before the Effective Date of the Grant, the Permittee shall retain a horticulture/forester consultant to supervise the on- and off-site slope planting and oak tree mitigation programs required by the Grant and this IMP. The consultant shall be approved by the County Forester.

This consultant shall have the requisite education, training, experience, and professional standing to carry out the specific requirements of the position, as evidenced by appropriate licensing, registration and/or academic standing in the field of horticulture/forestry.

In addition to the horticulture/forester consultant, prior to the Effective Date of the Grant, the Permittee shall retain the services of a biology consultant, whose duties shall include: (a) the ongoing review of any updated listings of threatened and endangered species contained in the Federal Register for purposes of determining whether species existing at the Facility have been re-classified with a "Category 1" status; (b) notification of the Department of any change in status of any such species; and (c) participating in the revegetation program adopted for the Landfill.

This consultant shall have the requisite education, training, experience and professional standing to carry out the specific requirements of the position, as evidenced by appropriate licensing, registration and/or academic

standing in the field of biology.

- B. If any retained consultant pursuant to this Part VIII terminates employment at any time during the life of the Grant, including during the Post Closure Maintenance Period, a replacement consultant shall be retained and approved as provided in this Part VIII.

The Permittee shall create and maintain adequate records to track fill areas in accordance with the California Regional Water Quality Control Board requirements. These records shall indicate fill areas transferred to an inactive status which are potentially subject to the vegetation requirements in Condition Nos. 61 and 62. The Permittee shall make copies of such records available to the horticulture/forester consultant, DPH, the County Forester, and other interested regulatory agencies, when a Landfill area becomes inactive.

PART IX — ARCHEOLOGICAL/PALEONTOLOGICAL MONITORING. The Permittee shall implement the monitoring program described in this Part IX to conserve archaeological and paleontological resources as required by Condition No. 95 of the Grant.

- A. Before commencing grading activities in previously undisturbed areas, the Permittee shall nominate to the Director of the Department of Regional Planning, both a certified archaeologist and a qualified paleontologist from the Society of Professional Archaeologists which the Permittee intends to retain to perform the monitoring and conservation work required by this Part IX and Condition No. 95 of the Grant. If approved by the Director of the Department of Regional Planning, the archaeologist and paleontologist shall both submit a letter to the Director of the Department of Regional Planning stating that he/she has been retained to perform or supervise the work described herein, and that he/she agrees to report any failure of compliance with the Grant or this Part IX to the Director of Regional Planning.
- B. The archaeologist and the paleontologist shall each submit a written report to the Permittee to be included in the Permittee's annual monitoring report required by Part XIII of this IMP for as long as on-site excavation activity continues at the Facility.
- C. If either the archaeologist or paleontologist terminates employment before completion of the excavation work associated with the Facility, a replacement expert shall be selected, approved, retained and certified as described in this Part IX.

PART X — ANCILLARY FACILITIES. This Part X is intended to enhance compliance with Condition No. 26 of the Grant concerning the Ancillary Facilities at the Facility, and to verify that such Ancillary Facilities are consistent with the other conditions of the Grant and with the provisions of Title 22 of the Los Angeles County Code ("County Zoning Ordinance").

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

PART XI — COMMUNITY ADVISORY COMMITTEE. The Community Advisory Committee ("CAC") shall consist of seven members appointed by the Fifth Supervisorial District and shall be governed by its Bylaws. The CAC shall serve as an advisory body to the Board of Supervisors, Regional Planning Commission, and County Staff on issues relating to the landfill, and as a conduit for the community to communicate with the Commission and other regulatory agencies on an ongoing basis regarding issues involving the development and operation of the Facility. The CAC shall be composed of persons who reside in the Santa Clarita Valley and who are recommended by recognized community and neighborhood associations. In addition, the Fifth Supervisorial District shall also appoint a representative to serve as a coordinator for the CAC.

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

- A. Provide qualified personnel to regularly attend CAC meetings;
- B. Provide the CAC reasonable access to the Facility and information concerning Landfill operations necessary for the CAC to perform its functions;
- C. Provide accommodations for CAC meetings of Val Verde, Castaic, and other communities surrounding the Landfill.

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

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

- A. By March 1 of each year until the Landfill's Closure, the Permittee shall prepare and submit annual monitoring reports to the Commission and Technical Advisory Committee (which is described in Part XIV of this IMP), and to the CAC. At least 90 days prior to that date, draft copies of the report shall be submitted to the following entities for review and comment:
  1. DPH;

2. Director of the Department of Regional Planning;
3. Director of Public Works;
4. Los Angeles County Forester and Fire Warden;
5. Regional Water Quality Control Board-Los Angeles Region;
6. South Coast Air Quality Management District;
7. County Museum of Natural History; and
8. Community Advisory Committee;

The draft submittal to the above-referenced entities shall include a request that comments be sent to the Permittee within 30 days of receipt of the draft report, but no later than 30 days prior to the deadline for the final report. The Permittee shall provide documentation and certification to the Director of the Department of Regional Planning that the draft reports have been submitted to these entities and the agencies comments and proposal revisions have been fully incorporated in to the final report.

The Permittee shall respond to each comment received by these entities and shall include every comment and response with the final report submitted to the Commission, the Technical Advisory Committee and the CAC. A copy of the final report shall be provided to the local county library and posted on the Permittee's website.

Upon receipt of the monitoring report, the Commission and Technical Advisory Committee may request the Permittee to submit additional information as it deems necessary to carry out the purposes of this IMP.

B. Each monitoring report shall contain, at a minimum, the following:

1. A cumulative total of all Solid Waste disposed of, and Beneficial Use Materials received at the Landfill, the percent of total available capacity used, the remaining disposal capacity in volume and in tons, and a detailed site map/plan showing the sequence of Landfill operations;
2. A copy (which may be reduced and simplified to fit the report format) of the most recent approved Landfill survey (as required in Part I of this IMP) showing the Limits of the Fill, current elevations, and the height and extent of the current fill;
3. The achieved ratio of weight to volume of Solid Waste disposed of at the Landfill and a comparison of that ratio with the ratio achieved at comparable landfills in the County, with an explanation of any significant deviation;
4. A summary table of the rates (quantity per month and per calendar year) of materials received, disposed of, used for Beneficial Use

Materials at the Facility, and/or otherwise diverted and/or sent off-site for further handling/processing, for the period established by the Director of Public Works, or from the last monitoring report, in sufficient detail to explain significant changes and variations of the rates over time;

5. A summary of the measures taken by the Permittee to divert and recycle materials at the Facility, how the measures compare with waste management plans adopted by the County and various cities, and the overall effectiveness of such measures in achieving the intent of the Grant and the County's waste management plans;
6. A summary of the number and character of litter, noise, fugitive dust, and odor complaints received in the reporting period, the disposition of such complaints, and any new or additional measures taken to address or avoid future complaints;
7. A detailed accounting of any and all citations, notices of violation, or equivalent the Facility received from any regulatory agency for violations in operating the Facility (including violations related to litter, odor, fugitive dust, noise, Landfill gas, or other Environmental Protection and Control Systems), the disposition of the citations, and the penalties assessed and fees paid;
8. A report on all interim and final fill revegetation, including an assessment of the success of such revegetation and any additional measures necessary or proposed to effect successful revegetation;
9. The archaeological and paleontological reports required in Part XII;
10. A summary of the measures taken by the Permittee to promote and implement alternative technologies most appropriate for Southern California from an environmental and economic perspective, as required by Condition No. 119 and 126 of the Grant;  
  
A summary of the measures taken by the Permittee to maintain roads and to develop transportation improvements in the surrounding areas of the Facility, as required by Condition No. 79 and 121 of the Grant;
11. A summary of the measures taken by the Permittee to minimize truck traffic at the Facility as required by Condition Nos. 47, 75-81 of the Grant;
12. A summary of the measures taken by the Permittee to control and mitigate odor nuisance generated by the Facility, including measures taken to mitigate odor generated from incoming waste hauling trucks/customers, working face areas, and landfill gas;

13. A summary of the measures taken by the Permittee to ensure effectiveness and adequacy of its landfill gas collection and management system, and to utilize Landfill gas to generate energy at the Facility as required by Condition No. 64 of the Grant; and
  14. A summary table of compliance status showing the status of compliance of each condition of approval, this IMP and MMRP. The table shall be in a format specified by the Director of Public Works in consultation with the TAC.
- C. Nothing in this Part XII shall be construed in any way to limit the authority of a Hearing Officer, the Commission, or the Board to initiate any proceeding to revoke or modify the Grant as provided in Condition No. 20 of the Grant or under Part 13, Chapter 56, of the County Zoning Ordinance.

PART XIII — COMPENSATION. The Permittee shall compensate all involved County departments for the expenses incurred in the administration of the Grant, including the administration of this IMP and the MMRP in the project's supporting environmental documentation, not otherwise covered by the fees paid for administration of the SWFP for the Facility. Such compensation shall be computed using the actual hours expended multiplied by the most current applicable hourly rates available at the time that the expenses are incurred, as approved by the County Auditor-Controller, including costs of personnel, equipment, and transportation costs.

PART XIV — TECHNICAL ADVISORY COMMITTEE ("TAC"). A committee of County departments, chaired by the Director of the Department of Regional Planning or his/her designee, shall be established for the purpose of reviewing, coordinating, and certifying the satisfactory implementation and/or completion of the plans, permits, and/or agreements required and/or authorized by the Grant, including the implementation and/or completion of the Conditions of Approval, this IMP, and the MMRP.

- A. Composition. The TAC shall be composed of representative(s) of the following County departments, and other County departments on an as-needed basis as determined by the Director of Regional Planning:
1. Department of Public Health;
  2. Department of Regional Planning;
  3. Department of Public Works; and
  4. The Forester and Fire Warden.
- B. Meeting/Purposes. The TAC shall meet at least twice a year to ensure the purposes of the conditions of the Grant are satisfied and to ensure compliance with the approvals and regulations of State and Federal agencies that regulate and permit the Facility. TAC's meetings shall be

open to members of the CAC, and reports to the TAC shall also be made available to the CAC. One of TAC's annual meetings shall be conducted to review the annual report submitted by the Permittee as required by Part XII of this IMP and to certify that all requirements of the conditions of the Grant have been met as reflected in the annual report. The TAC shall review specific requests from the CAC regarding compliance with the Grant.

In addition to any other TAC requirement of this Part XIV, the TAC shall determine compliance with the Grant: 1) within six months after the Effective Date; 2) prior to the Permittee's development of the Household Hazardous Waste Collection Facility, Conversion Technology, and Composting Facility Project (excluding final approval of plans, permits and agreements); and/or 3) prior to the Permittee's commencement of the Closure process. The TAC shall meet for this purpose and if all of the conditions and requirements of the Grant have been met for purposes of commencing any of these phases of the project, the TAC shall certify compliance.

- C. Access to the Facility and Information. The Permittee shall provide access to the TAC and its independent consultant(s) to all areas of the Facility during normal hours of operation and shall respond to all information requests from the TAC and its independent Consultant(s) in a timely manner as specified by the TAC regarding compliance with the conditions of the Grant and the MMRP.
- D. The Permittee may appeal an adverse determination of the TAC to the Director of the Department of Regional Planning, whose decision shall be final.
- E. Upon the effective date of the Grant, the Director of the Department of Regional Planning or the Director of Public Works, in consultation with the TAC shall retain the services of an independent engineering consultant to monitor any and/or all of the Conditions of approval and mitigation measures throughout the life of the Grant. The Permittee shall pay all costs for the independent consultant within 30 days of receiving the invoice for the consultant's services.

The independent consultant shall perform inspections of all activities at the Facility in accordance with the conditions of approval, at least once a month, and at other frequency deemed necessary by the Director of Public Works to perform monitoring, evaluation, and other tasks necessary to implement the requirements of the conditions of approval of the Grant. The independent consultant shall prepare and submit its quarterly report to the Director of Public Works with copies to the TAC, the CAC and other interested community representatives or groups. The Director of Public Works shall review the report and make recommendations to the Department for necessary enforcement actions in accordance with Condition No. 20 of the Grant.

## Part XV – PERIODIC REVIEW.

- A. In accordance with Condition No. 37 of the Conditional Use Permit, not less than one year before the 5<sup>th</sup> anniversary of the effective date of this grant, the Permittee shall initiate a Periodic Review with the Department. Additional Periodic Reviews shall be initiated by the Permittee not less than one year before the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> anniversaries of the effective date of this grant. Additional Periodic Reviews may also be required at the discretion of the Director of Regional Planning. The purpose of the Periodic Reviews is to consider new or changed circumstances, such as physical development near the Project Site, improved technological innovations in environmental protection and control systems, and other best management practices that might significantly improve the operations of the Facility, and to determine if any changes to the facility operations and IMP are warranted based on the changed circumstances. To initiate the Periodic Review, the Permittee shall submit for review a permit requirement compliance study which details the status of the Permittee's compliance with the conditions of approval of this grant. Additionally, an updated Closure Plan and Post-Closure Maintenance Plan shall be submitted to the Department and the TAC for review at this time, as well as the comprehensive waste disposal study referred to in Condition No. 106 of the Conditional Use Permit, and any other information that is deemed necessary by the Department to ensure that the landfill operations are operating as efficiently and effectively as possible and that any potential adverse impacts are minimized, and that the Facility is not causing adverse impacts or nuisance in the surrounding communities.

The cost of the Periodic Reviews shall be borne by the Permittee and is to be paid through the draw-down account referred to in Condition No. 125. For each Periodic Review, a report based on the latest information shall be made to the Hearing Officer by Department staff at a public hearing pursuant to Part 4 of Chapter 22.60 of the County Code. Each report shall include a review of the performance of the landfill and recommendations for any actions to be taken if found necessary. Such actions may include changes or modifications to the IMP, including any measures necessary to ensure that the landfill will continue to operate in a safe and effective manner and the landfill closure will be accomplished timely and effectively. The decision of the Hearing Officer on the Periodic Review may be appealed to the Regional Planning Commission. The decision of the Regional Planning Commission shall be final.

Part XVI – LITTER CONTROL AND RECOVERY. This Part XVI is intended to enhance the Condition No. 82 of this Grant which required the Permittee to adopt a program that uses the most effective methods and technology to prevent waste that has entered an area under the Permittee's control from escaping the area in the form of litter. In addition to the following requirements, the program shall also include the requirements as specified under Condition No. 82, unless the DPH requires otherwise:

- a. At every active Working Face area, the Permittee shall install a primary portable litter fence of adequate height to control litter, and also a secondary fence 4 feet in height behind the primary fence when wind conditions dictate the need for a secondary fence. The Permittee shall employ Best Management Practices to control litter. On windy days, and when the fences are not sufficient, the Working Face shall be located within areas of minimal wind exposure or shall be closed, if so required by the DPH. The DPH, in coordination with the Department of Public Works, may require additional measures deemed necessary to effectively control litter, including, but not limited, requiring the Permittee to cease accepting all incoming waste during high wind conditions; and
- b. The landfill operator shall install and maintain temporary litter fences in those areas along the property perimeter that are regularly littered due to the location of the operating area, time of year, and climatic conditions. The landfill operator, the DPH and the CAC shall work together to identify littered areas in need of fencing.

# Mitigation Monitoring and Reporting Program

## Introduction

The *California Environmental Quality Act* (CEQA) requires a Mitigation Monitoring and Reporting Program (MMRP) for projects where mitigation measures are a condition of project approval and development. The Original Draft Environmental Impact Report (Draft EIR) and Partially Recirculated Draft EIR prepared for the Chiquita Canyon Landfill (CCL) Master Plan Revision identified mitigation measures, where appropriate, to avoid or substantially reduce the environmental impacts associated with the Proposed Project. This MMRP is designed to monitor the implementation of those mitigation measures. Accordingly, this MMRP has been prepared in compliance with the requirements of CEQA Section 21081.6 and *CEQA Guidelines* Section 15097.

The MMRP that follows lists each of the proposed mitigation measures and identifies the corresponding action required to document compliance, the mitigation timing, the party responsible for implementation, and the monitoring agency or party responsible for overseeing that each measure is adequately implemented.

In addition to the mitigation measures proposed to avoid or substantially reduce the environmental impacts associated with the Proposed Project, this MMRP also includes construction and operation emission reduction practices and measures used in the analysis of potential air quality impacts. These emission reduction practices and measures are treated the same as Proposed Project mitigation measures.

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<b>Geology and Hydrology</b>				
<p><b>GH-1 Debris Flow:</b> Debris flow is a rapid and fluid type of downhill mass wasting, consisting of heterogeneous debris lubricated with water caused by heavy rainfall. Similar terms for debris flow are mudflow and mudslide. There is a potential for debris flow occurring at the site during heavy rains within existing drainage areas at the subject site. The proposed design shall include provisions for control and cleanup of debris flows that may encroach into the landfill cell, perimeter maintenance road, and proposed development areas. Potential mitigation measures could consist of combinations of the following mitigation measures, such as elevated development areas, drainage devices, impact walls, debris basins, and avoidance. Additional debris flow evaluation and mitigation should be performed as part of future development of rough grading plans for the entrance road.</p>	<p>A. Retain a qualified engineer to evaluate the site's potential for debris flow, identify areas of concern and recommend design provisions for control and cleanup of debris flows should such design provisions be justified based on the evaluation.</p>	During Project design	CCL / Qualified Engineer	Los Angeles County Department of Public Works (LACDPW), Regional Water Quality Control Boards (RWQCB)
	<p>B. Incorporate provisions, as recommended by a qualified engineer, into the design for control and cleanup of debris flows that may encroach into the landfill cell, perimeter maintenance road, and proposed development areas.</p>	During Project design	CCL / Qualified Engineer	LACDPW, RWQCB
	<p>C. Perform additional debris flow evaluation and mitigation as part of future development of rough grading plans for the entrance road.</p>	During future development of rough grading plans for entrance road	CCL / Qualified Engineer	LACDPW, RWQCB
<p><b>GH-2 Expansive Soil:</b> There is a potential for buildings and/or other structures to be located on expansive soil, because the site is underlain by bedrock of the Pico and Saugus formations, both of which contain potentially expansive clay-rich strata. Additional testing of the expansive properties of the soils may be required if buildings and/or other structures sensitive to expansive soils are planned for the site. Additional testing should be completed during the grading plan review if deemed necessary by the Project geotechnical and civil engineers.</p>	<p>A. Retain a qualified engineer to perform design-level geotechnical investigations to identify areas with potentially expansive or collapsible soils in relation to buildings and/or other structures.</p>	During Project design	CCL / Qualified Engineer	LACDPW
	<p>B. Perform additional testing if deemed necessary by the Project geotechnical and civil engineers.</p>	During grading plan review	CCL / Qualified Engineer	LACDPW

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<b>Surface Water Drainage</b>				
<p><b>SW-1:</b> There is a potential for mudflow (i.e., debris flow) during repeated heavy rains within existing drainage areas at the subject site. The proposed design should evaluate and specify an appropriate amount of waiting time following heavy and sustained precipitation events before CCL staff occupy the area, to avoid the potential to expose people to the risk of injury or death from this debris. This would supplement Mitigation Measure GH-1, which specifies that the proposed design should allow for the cleanup or control of any debris flows that may encroach into the landfill cell and perimeter maintenance road from the natural drainages and slopes that are not included in the proposed grading and construction of drainage/debris basins.</p>	<p>A. Retain a qualified engineer to evaluate and specify an appropriate amount of waiting time following heavy and sustained precipitation events before CCL staff occupy the area.</p>	<p>During Project design</p>	<p>CCL / Qualified Engineer</p>	<p>LACDPW, RWQCB</p>
	<p>B. Implement specified wait time following heavy and sustained precipitation events prior to CCL staff occupying the area.</p>	<p>During construction and operation</p>	<p>CCL / Construction Manager / Operations Manager</p>	<p>LACDPW, RWQCB</p>
<b>Biological Resources</b>				
<p><b>BR-1:</b> The applicant shall develop a Closure Revegetation Plan for the Project in consultation with the Los Angeles County Department of Regional Planning (LADRP), consistent with the Draft Revegetation, Rare Plant Relocation, and Oak Tree Performance Criteria provided in Appendix E3 of the Partially Recirculated Draft EIR. The Plan would require approval prior to authorization of land disturbance under the Proposed Project. The Plan shall require that CCL be revegetated to offset permanent impacts to native and naturalized habitats, in accordance with the following criteria:</p> <ul style="list-style-type: none"> <li>Native vegetation shall be used under the direction of specialists in restoration plantings. Native revegetation shall achieve a 1:1 ratio of impacted native, revegetated, and semi-natural habitat to revegetated mitigation land. Non-native grassland habitats would be initially seeded with native grassland species.</li> </ul>	<p>A. Develop Closure Revegetation Plan consistent with Draft Revegetation, Rare Plant Relocation, and Oak Tree Performance Criteria provided in Appendix E of the Partially Recirculated Draft EIR.</p>	<p>Prior to earth-moving activities</p>	<p>CCL / Qualified Ecological Restoration Specialist</p>	<p>LADRP, Permittee's Registered Forester or Biologist</p>

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<ul style="list-style-type: none"> <li>Revegetation types, monitoring requirements, and success criteria including milestones, along with proposed remedial actions should vegetation alliances not achieve success criteria shall be included in the Closure Revegetation Plan, in accordance with the preliminary approach outlined in the Draft Revegetation, Rare Plant Relocation, and Oak Tree Performance Criteria provided in Appendix E3 of the Partially Recirculated Draft EIR.</li> <li>In order to replicate and potentially expand the available amount of native shrubland on the site, the Closure Revegetation Plan shall include a final soil cover of approximately 5 feet, or alternatively a depth approved by regulatory agencies and suitable to allow for proper root growth.</li> <li>The Closure Revegetation Plan shall be developed and implemented by an ecological restoration specialist familiar with restoration of native and naturalized Southern California plant alliances, and shall specify that revegetation will be done with locally native plants, and that revegetation will not include plant species on Los Angeles County's list of invasive species nor invasive species on the lists of the California Invasive Plant Council (Cal-IPC) nor invasive species listed by the California Native Plant Society.</li> </ul>	<p>B. Implement Closure Revegetation Plan, per specified criteria.</p>	<p>Site closure, or at the time of revegetation</p>	<p>CCL / Qualified Ecological Restoration Specialist</p>	<p>LADRP, Permittee's Registered Forester or Biologist</p>
<ul style="list-style-type: none"> <li>If success criteria for vegetation alliances are not met, remedial actions will be performed onsite consistent with the Closure Revegetation Plan.</li> <li>If success criteria for native shrub or forest alliances are not met even after remedial actions are performed, offsite mitigation land shall be purchased to offset the loss of the portion of the alliance vegetation that does not meet the success criteria at a 1:1 ratio (impacted:mitigation land). The acreage acquired shall, if feasible, be generally local to the site or the general site area, ideally situated adjacent to</li> </ul>	<p>C. Perform onsite remedial actions consistent with the Closure Revegetation Plan, if success criteria are not met.</p>	<p>Following revegetation, according to the Draft Revegetation, Rare Plant Relocation, and Oak Tree Performance Criteria included in Appendix D of the Partially Recirculated Draft EIR</p>	<p>CCL / Qualified Ecological Restoration Specialist</p>	<p>LADRP, Permittee's Registered Forester or Biologist</p>

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>or in the general proximity of the Santa Clara River, Hasley Canyon, or Angeles National Forest, and will connect with other protected open space. First priority would be given to lands that contribute to connecting the wildlife movement between the Santa Clara River through CCL to Hasley Canyon and to the Angeles National Forest.</p> <ul style="list-style-type: none"> <li>Any purchased mitigation land shall be protected by fee simple deed which contains a covenant restricting the use of such land for conservation purposes to a conservation organization experienced in management of natural lands.</li> <li>Additional mitigation for vegetation communities is included in Mitigation Measure BR-5 (vegetation associated with jurisdictional waters), Mitigation Measure BR-9 (rare plant communities), and Mitigation Measure BR-15 (oaks and oak woodlands). Mitigation ratios for replacement of these vegetation communities may be greater than the 1:1 ratio specified above, in coordination with California Department of Fish and Wildlife (CDFW) for jurisdictional waters and rare plant communities and in coordination with LADRP for compliance with the County Oak Woodland Conservation and Management Plan.</li> </ul>	D. Purchase offsite mitigation land, if success criteria are not met following onsite remedial actions.	Following revegetation, according to the Draft Revegetation, Rare Plant Relocation, and Oak Tree Performance Criteria included in Appendix D of the Partially Recirculated Draft EIR	CCL	LADRP, Permittee's Registered Forester or Biologist
<p>BR-2: The construction area boundaries shall be delineated clearly. No construction activities, vehicular access, equipment storage, stockpiling, or significant human intrusion shall occur outside of the designated construction areas. In addition, CCL ingress and egress routes shall be marked, and vehicle traffic outside these routes shall be prohibited. Vehicular traffic shall adhere to a speed limit of 15 miles per hour on non-public access roads during construction to ensure avoidance of impacts to sensitive biological resources.</p>	A. Clearly delineate construction area boundaries.	Prior to and during construction	CCL / Construction Manager	LADRP
	B. Restrict construction activities, vehicular access, equipment storage, stockpiling, or significant human intrusion to within designated construction area.	During construction	CCL / Construction Manager	LADRP
	C. Mark CCL ingress and egress routes and restrict vehicle traffic to these routes.	Prior to and during construction	CCL / Construction Manager	LADRP
	D. Restrict vehicular traffic to a speed limit of 15 miles per hour on non-public access roads during construction.	During construction	CCL / Construction Manager	LADRP

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p><b>BR-3:</b> Soil or invasive plant seed transfer from clothing, shoes, or equipment shall be minimized through cleaning and monitoring of personnel or equipment transfers between sites, or prior to initial entry at CCL. Contract requirements to ensure all construction vehicles, including any vehicles entering areas of site construction, are pressure washed and/or clean and free of soil or invasive weed seeds and other plant parts prior to entering the site will be implemented. Contracts will specify that pressure-washing of construction vehicles is to take place immediately before bringing the vehicle to CCL. The contractor will provide written documentation that the vehicles have been pressure washed or otherwise free of plant material that is checked by both CCL management and the biological monitor, who will jointly assure that this mitigation is implemented. The biological monitoring report will include a record of compliance with this measure.</p> <p>Within 1 year of Project approval invasive tamarisk (<i>Tamarix</i> spp.) located onsite will be identified and removed completely. All parts of removed tamarisk will be disposed of in a landfill.</p>	<p>A. Specify in contracts that construction vehicles are pressure washed and/or clean and free of soil or invasive weed seeds and other plant parts prior to site entry.</p>	During construction	CCL	LADRP
	<p>B. Provide written documentation that construction vehicles have been pressure washed or otherwise free of plant material.</p>	During construction	Construction Contractor	CCL / Construction Manager / Biological Monitor, LADRP
	<p>C. Identify, remove, and dispose of invasive tamarisk located onsite within 1 year of Project approval. Immediately report any tamarisk that may appear in the future on the site to LADRP biologist if detected and remove from the site.</p>	Within 1 year of Project approval and ongoing before and after construction	CCL	LADRP, Permittee's Registered Biologist
<p><b>BR-4:</b> On-road vehicles on the construction sites will be equipped with spark arresters on exhaust equipment. Camp fires, trash-burning fires, and warming fires shall be prohibited in the construction area.</p>	<p>A. Require on-road vehicles on construction sites to be equipped with spark arresters on exhaust equipment.</p>	Prior to and during construction	CCL / Construction Manager	LADRP, Fire Marshall
	<p>B. Prohibit camp fires, trash-burning fires, and warming fires in the construction area.</p>	During construction	CCL / Construction Manager	LADRP, Fire Marshall
<p><b>BR-5:</b> For potential impacts to jurisdictional waters, permits shall be obtained for the Proposed Project from United States Army Corps of Engineers (USACE; Section 404, Clean Water Act (CWA)) and CDFW (Streambed Alteration Agreement, Section 1603); conditions of these permits would be complied with for the Proposed Project. The terms and conditions of these permits are anticipated to require mitigation consistent with <i>Compensatory Mitigation for Losses of Aquatic Resources; Final</i></p>	<p>A. As applicable, obtain permits from USACE and CDFW for potential impacts to jurisdictional waters.</p>	Prior to impacting jurisdictional waters	CCL	USACE and/or CA Dept. of Fish & Wildlife (CDFW), LACDPW
	<p>B. Implement mitigation consistent with terms and conditions of permits.</p>	During construction and post construction	CCL	USACE and/or CDFW, LACDPW

MITIGATION MONITORING AND REPORTING PROGRAM

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>Rule (USACE, United States Environmental Protection Agency [EPA], <i>Federal Register</i>, April 10, 2008), and with CDFW requirements for Streambed Alteration Agreements. A mitigation plan may be required prior to permit issuance. If a mitigation plan is required, ratios of waters impacted to waters mitigated would be negotiated with the regulatory agencies and the results of that negotiation included in the plan.</p>	C. Prepare mitigation plan, if required.	Prior to permit issuance, if required	CCL	USACE and/or CDFW, LACDPW
<p>BR-6: Stationary equipment such as motors, pumps, generators, and welders shall be located a minimum of 50 feet outside CDFW and USACE jurisdictional drainages where impacts have not been permitted. Construction staging areas, stockpiling, and equipment storage shall be located a minimum of 50 feet outside non-permitted CDFW and USACE jurisdictional drainages. Construction vehicles and equipment shall be checked periodically to ensure they are in proper working condition, including regular inspections for leaks, which would require immediate repair. Refueling or lubrication of vehicles and cleaning of equipment, or other activities that involve open use of fuels, lubricants, or solvents, shall occur at least 100 feet away from CDFW and USACE jurisdictional drainages where impacts have not been permitted, and at least 50 feet from other flagged, sensitive biological resources.</p>	A. Locate stationary equipment a minimum of 50 feet outside non-permitted CDFW and USACE jurisdictional drainages.	During construction	CCL / Construction Manager	CDFW and/or USACE, LACDPW
	B. Locate construction staging areas, stockpiling, and equipment storage a minimum of 50 feet outside non-permitted CDFW and USACE jurisdictional drainages.	During construction	CCL / Construction Manager	CDFW and/or USACE, LACDPW
	C. Check construction vehicles and equipment periodically to ensure they are in proper working condition.	During construction	CCL / Construction Manager	CDFW and/or USACE, LADRP, LACDPW
	D. Locate refueling or lubrication of vehicles and cleaning of equipment, or other activities that involve use of fuels, lubricants, or solvents, a minimum of 100 feet outside non-permitted CDFW and USACE jurisdictional drainages and at least 50 feet from other flagged, sensitive biological resources.	During construction	CCL / Construction Manager	CDFW and/or USACE, LADRP, LACDPW

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p><b>BR-7:</b> Only pesticides, herbicides, fertilizers, dust suppressants, or other potentially harmful materials approved by EPA and/or the California Department of Toxic Substance Control shall be applied at CCL, in accordance with relevant state and federal regulations. Rodenticides will not be used. Instead, methods that do not persist and infiltrate the natural food chain will be used for pest elimination, such as trapping, gassing, etc. Sediment basins are present along all drainages at CCL, which capture runoff prior to discharging offsite. Sediment basins will continue to be regularly maintained.</p>	<p>A. Apply only pesticides, herbicides, fertilizers, dust suppressants, or other potentially harmful materials approved by the EPA and/or the California Department of Toxic Substance Control (DTSC), in accordance with state and federal regulations.</p>	During construction and operation	CCL / Construction Manager / Operations Manager	LADRP, RWQCB
	<p>B. Prohibit use of rodenticides. Instead, use trapping, gassing, or other methods that do not persist and infiltrate the natural food chain.</p>	During construction and operation	CCL / Construction Manager / Operations Manager	LADRP, RWQCB
	<p>C. Maintain sediment basins regularly.</p>	During operation	CCL / Operations Manager	LADRP, RWQCB, LACDPW
<p><b>BR-8:</b> Construction sites and landfill operation shall be kept free of trash and litter. Food-related trash and litter shall be placed in closed containers and disposed of daily. Nuisance wildlife breeding will be discouraged at CCL by excluding such species from cavities in buildings and/or equipment or facilities to be left idle for more than 6 months. To reduce risk of infestation by the non-native Argentine ant (<i>Linepithema humile</i>), a 500-foot buffer will be established adjacent to natural habitats at CCL within which no permanent, artificial water sources will be applied, and inspections for exotic ant infestations will be required for any landscape or restoration container-stock plants proposed for installation. Landfill operations require daily covering of all portions of the active landfill; this practice would be continued, further reducing risk of nuisance wildlife.</p>	<p>A. Keep construction sites and landfill operation free of food-related trash and litter.</p>	During construction and operation	CCL / Construction Manager / Operations Manager	LADRP, Local Enforcement Agency (LEA)
	<p>B. Place food related trash and litter in closed containers and dispose daily.</p>	During construction and operation	CCL / Construction Manager / Operations Manager	LADRP, LEA
	<p>C. Install exclusionary devices on cavities in buildings and/or equipment or facilities to be left idle for more than 6 months.</p>	During construction and operation	CCL / Construction Manager / Operations Manager	LADRP, LEA
	<p>D. Establish 500-foot buffer and manage risk of Argentine ant infestation, per measure.</p>	During construction and operation	CCL / Construction Manager / Operations Manager	LADRP, LEA
	<p>E. Provide daily covering of all portions of active working face of the landfill.</p>	During operation	CCL / Operations Manager	LEA, LACDPW

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>BR-9: Preconstruction surveys by qualified botanists shall be conducted for special-status plant species in impact areas prior to ground-disturbing activities, and if necessary and feasible, resource relocation or avoidance shall be implemented. Resource relocation will be to a location deemed suitable for successful relocation by a qualified biologist and conducted in coordination with CDFW. Avoidance zones shall be established with fencing and/or signage that restricts access.</p> <ul style="list-style-type: none"> <li>For rare plants, this shall include focused surveys by a qualified botanist conducted during the appropriate season for detection (generally during flowering period) prior to ground-disturbing activities over the entire disturbance area proposed for the Project, and then again the first season prior to disturbance over the area proposed to be disturbed for each phase (cell) of landfill development. If suitable transplant areas for rare plants exist at CCL, surveys will also include potential areas for relocation onsite in order to provide background data for determining transplant success. If no suitable relocation areas exist at CCL, potential mitigation areas in conserved areas within the local watersheds will be identified and surveyed at the same time in order to have background data. Surveys shall follow standard survey protocol for rare plants outlined in <i>Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants</i> (United States Fish and Wildlife Service [USFWS], 1996) and/or <i>Protocols for Surveying and Evaluation Impacts to Special Status Native Plant Populations and Natural Communities</i> (CDFW, 2009).</li> <li>If special-status plants are found at CCL they shall be field marked and mapped with global positioning system units to evaluate potential for impacts from proposed grading. Where feasible, special-status plants will be avoided; protective measures to avoid adverse impacts to the area shall be implemented. Protected zones adjacent to active construction or active landfill will be demarcated with permanent fencing. More remote protected zones not accessible by construction equipment or near adjacent</li> </ul>	A. Conduct preconstruction special-status plant surveys.	Prior to ground-disturbing activities	CCL / Qualified Botanist	CDFW, Permittee's Registered Forester or Biologist, LACDRP
	B. Implement resource relocation or avoidance (if necessary and feasible) as specified in Mitigation Measure BR-9, including focused surveys, Avoidance zones, implementation of a Rare Plant Relocation Plan, and performance monitoring.	Prior to construction, during construction, and post construction	CCL / Qualified Botanist	CDFW, Permittee's Registered Forester or Biologist, LACDRP

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>road access points shall be demarcated by temporary fencing (e.g., orange construction fencing) when road access is within 100 feet. If road access becomes immediately available to the area, permanent fencing will be installed. Fencing shall be maintained and construction crews informed about avoidance during construction. The site biological monitor will continue to monitor compliance with protected zones.</p> <ul style="list-style-type: none"> <li>Rare plants have been identified within construction limits during 2016 surveys. For these, and any additional rare plants identified prior to ground disturbance that are within the grading footprint or other areas identified for unavoidable disturbance (including species of CNPS Rare Plant Ranks 1-4 or Locally Rare), a Rare Plant Relocation Plan will be developed in consultation with CDFW. Plant salvage for transplanting shall take place before any clearing or grading of the sensitive plant occurs. Preliminary performance criteria, general methods of transplanting, and other anticipated components of this plan are provided in the Draft Revegetation, Rare Plant Relocation, and Oak Tree Performance Criteria provided in Appendix E3 of the Partially Recirculated Draft EIR.</li> <li>The Rare Plant Relocation Plan shall address mitigation for special-status plants, including topsoil salvage to preserve seed bank and management of salvaged topsoil; seed collection, storage, possible nursery propagation, and planting; salvage and planting of other plant propagules (e.g., rhizomes, bulbs) as feasible; location of receptor sites to include on- or off-site property that could serve as permanent open space areas; land protection instruments for receptor areas; and funding mechanisms. The Rare Plant Relocation Plan shall include methods, monitoring, reporting, success criteria, adaptive management, and contingencies for achieving success. Where feasible, background data for up to 3 years will be collected on receptor sites.</li> <li>If rare plant relocation cannot be achieved, through lack of receptor sites, or lack of success during the monitoring</li> </ul>				

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>period, then purchase of mitigation credits or offsite property with known populations of the affected species for inclusion in permanent open space areas or a conservation easement would be implemented, with priority given to acquisition of offsite property.</p> <ul style="list-style-type: none"> <li>• Locations within CCL that will not be developed are present adjacent to existing population of these species that may serve as receptor sites, and would be investigated for additional data. If found suitable, topsoil from impacted sites may be conserved and placed on these sites, seeds, bulbs (e.g., <i>Calochortus</i> spp.), rhizomes (e.g., <i>Calystegia peirsonii</i>), and entire plants and pads (e.g., <i>Opuntia basilaris</i> var. <i>basilaris</i>), may be collected/salvaged and planted on these sites, and ongoing monitoring and maintenance of plantings implemented. The Rare Plant Relocation Plan shall have the final details of plant transplant methods.</li> <li>• The on-site receptor/mitigation sites would be monitored for a minimum of 5 years to determine mitigation success or failure, consistent with the Draft Revegetation, Rare Plant Relocation, and Oak Tree Performance Criteria provided in Appendix E3 of the Final EIR and the Rare Plant Relocation Plan. If necessary, remedial measures consistent with the approved plan would be implemented to satisfy mitigation objectives.</li> </ul>				

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p><b>BR-10:</b> Preconstruction surveys by qualified biologists shall be conducted for special-status wildlife species in impact areas prior to ground-disturbing activities, and if necessary and feasible, resource relocation or avoidance for special-status species shall be implemented. Wherever practical, relocation shall be passive, allowing animals to exit the area on their own. Any grubbing, grading or other ground disturbing activities at CCL would be done in a manner that encourages mobile wildlife species to leave the Project area to escape safely into immediately adjacent undisturbed habitat, wherever feasible. For low mobility species, salvage and relocation by a qualified biological monitor would be implemented. Resource relocation shall be to a location deemed suitable for successful relocation by a qualified biologist and conducted by individuals with appropriate handling permits as required by CDFW or USFWS. Where practical, avoidance zones shall be established in lieu of relocation with fencing and/or signage that restricts access. Construction and construction monitoring for animals will occur at discrete time periods. Construction monitoring shall be conducted in areas containing native vegetation at the time of construction activity within the limit of active construction disturbance. Within areas containing native vegetation, ground-disturbing activities shall be prohibited until the area is cleared by a qualified biological monitor during a preconstruction survey within 7 days prior to the beginning of construction activities. Biological monitors shall also monitor construction activities within 100 feet of avoided CDFW and USACE jurisdictional drainages.</p> <ul style="list-style-type: none"> <li>For burrowing owl, suitable burrows will be identified during surveys and if feasible, protected from disturbance during construction. If avoidance is not feasible, burrows will be scoped during the non-breeding season (September 1 to January 31) to determine if they are occupied. If unoccupied, burrows will be collapsed. If burrows are occupied, owls will be evicted by installing one-way doors in burrow openings during the non-breeding season to exclude burrowing owls. After eviction, burrows will be collapsed. If feasible, alternative man-made burrows will be</li> </ul>	A. Conduct preconstruction special-status wildlife species surveys.	Prior to ground-disturbing activities	CCL / Qualified Biologist	CDFW and/or USFWS, Permittee's Registered Forester or Biologist, LACDRP
	B. Implement resource relocation or avoidance (if necessary and feasible) as specified in Mitigation Measure BR-10, including agency coordination, acquisition of appropriate handling permits, field monitoring, clearance sweeps, avoidance zones.	Prior to construction, during construction, and post construction	CCL / Qualified Botanist	CDFW and/or USFWS, Permittee's Registered Forester or Biologist, LACDRP

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>installed on lands not subjected to construction disturbance, and within 300 feet of cleared burrows. Surveys would be consistent with the CDFW requirements for burrowing owl survey; mitigation measures presented here are consistent with CDFW (2012), and details of how mitigation would be implemented would be consistent with this document.</p> <ul style="list-style-type: none"> <li>• For special-status reptiles (coast patch-nosed snake, coastal western whiptail, California legless lizard, San Diego horned lizard), preconstruction surveys in areas where land clearing will occur shall consist of gently raking areas of soft soils, sand, and dense leaf litter to identify individuals burrowed or buried in leaf litter. Individuals encountered will be captured and translocated to an area of undisturbed, intact habitat nearby deemed suitable for successful translocation by a qualified biologist. Translocation will be performed by biologists with appropriate handling permits by CDFW.</li> <li>• Special-status land mammals (San Diego black-tailed jackrabbit, San Diego desert woodrat, American badger): pre-construction surveys will consist of surveying and identifying evidence of occupancy and use, including rabbit forms, woodrat nests, and badger natal dens. If located during the breeding season for these species, features will be surveyed or scoped to determine occupancy if possible. If unoccupied, they will be dismantled or collapsed. If occupied, or if occupancy cannot be determined, avoidance zones will be established until occupancy can be determined or until the breeding season concludes. If features are identified during the non-breeding season, they will be gently dismantled or collapsed, allowing any occupants if present to disperse. Where habitat must be dismantled, alternative habitat features will be established in nearby undisturbed areas, including creating specific conditions suitable for the species if necessary, such as downed wood structures in shade suitable for woodrat.</li> <li>• For western spadefoot, if ground-disturbing activities will be conducted within 1,000 feet of the sedimentation basins</li> </ul>				

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>at CCL, preconstruction ground surveys shall occur within 1,000 feet of potential breeding ponds (sediment basins). The top 6 inches of soft soils and leaf litter shall be gently raked and small mammal burrows and soil cracks will be inspected or scoped for aestivating spadefoot. In addition, silt fencing will be installed between upland habitat slated for vegetation removal and grading, and potential breeding ponds (detention basins), if the basins are holding water at the time of construction, with pitfall traps located along the silt fence. Depending on proposed scheduling of upland habitat disturbance (relative to spadefoot breeding season), fencing and pitfall traps will target spadefoot moving from or to the upland habitat. Pitfall traps will be inspected daily when active, which will be during periods of likely spadefoot emergence or movement (during early season rainfall and pool formation and during late season drawdown of the basins). If found or trapped, western spadefoot will be relocated to suitable natural or artificial burrows adjacent to a proposed western spadefoot mitigation pond (BR-16). This pond will serve as an alternative habitat for spadefoot found at CCL, and will be set aside to support spadefoot breeding with adjacent upland habitat for aestivation. Any aestivating western spadefoot encountered during construction within 1,000 feet of sedimentation basins would be relocated to the spadefoot mitigation pond, and placed in similar habitat and conditions. Details of spadefoot mitigation, to include components described above including the spadefoot mitigation pond, will be documented in a Spadefoot Mitigation Plan, to be reviewed by CDFW and LADRP.</p> <ul style="list-style-type: none"> <li>• Bird nests: Preconstruction surveys for nesting pairs, nests, and eggs shall occur in areas proposed for vegetation removal and in surrounding areas, including cliff sites, and active nesting areas flagged. Mitigation shall be implemented as described below under BR-13.</li> <li>• Bat Roosts: Where bat roosting habitat cannot be avoided, preconstruction surveys consisting of exit surveys, roost surveys of potential roost sites, and evidence of bat sign</li> </ul>				

MITIGATION MONITORING AND REPORTING PROGRAM

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
(guano) shall occur to identify bat species, as feasible, and active roosts. Mitigation shall be implemented as described below under BR-14.				
<p><b>BR-11:</b> USFWS protocol-level surveys shall be conducted for all coastal California gnatcatcher habitat well in advance of any ground-disturbing activities. If surveys are negative, the species shall be presumed absent, and no further impacts shall be anticipated or mitigation measures required.</p> <p>If the surveys are positive (i.e., coastal California gnatcatcher is present), then coordination shall be initiated with USFWS on required measures to avoid, minimize, or mitigate take of this species. These are anticipated to include:</p> <ul style="list-style-type: none"> <li>Construction activities in the vicinity of active gnatcatcher nests shall be prohibited within a specified distance of nests (500 feet unless otherwise agreed to by USFWS) until after the young have fledged and the nesting is complete.</li> <li>Clearing of occupied habitat shall be avoided if possible or practicable. If it is not practicable, clearing shall be prohibited during the nesting season (February to August).</li> </ul>	<p>A. Conduct USFWS protocol-level surveys for coastal California gnatcatcher well in advance of ground-disturbing activities.</p>	Well in advance of ground-disturbing activities	CCL / Qualified Biologist	USFWS, , Permittee's Registered Forester or Biologist
	<p>B. Coordinate with USFWS if surveys are positive and implement required measures to avoid, minimize, or mitigate take.</p>	Prior to and during ground-disturbing activities	CCL / Qualified Biologist / Construction Manager	USFWS, , Permittee's Registered Forester or Biologist
<p><b>BR-12:</b> Although no nighttime construction is anticipated, lighting for construction activities conducted during early morning or early evening hours shall be minimized to the extent possible through the use of directional shading to minimize impacts to nocturnal or crepuscular wildlife. Only CDFW-recommended designs for lighting, fences, power poles, or other man-made features would be implemented where available.</p>	<p>A. Use directional shading for construction lighting to minimize impacts to nocturnal or crepuscular wildlife.</p>	During construction	CCL / Construction Manager	LADRP
	<p>B. Implement only CDFW-recommended designs for lighting, fences, power poles, or other man-made features where available.</p>	During Project design	CCL / Construction Manager	CDFW

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p><b>BR-13:</b> In habitats where nesting birds might occur, vegetation removal shall be avoided when feasible during the nesting season (December through August); winter months are included because this area has potential for owls and hummingbirds, which may breed during this period. In addition, raptor nesting may be initiated by early January. Where this is not feasible, preconstruction surveys for nesting pairs, nests, and eggs shall occur in areas proposed for vegetation removal, and in buffer areas affected by construction, and active nesting areas flagged. The biological monitor shall assign a buffer around active nesting areas (typically 300 feet for songbirds, 500 feet for raptors, and 1,000 feet for sensitive cliff-nesting raptors – golden eagle, prairie falcon, and turkey vulture). The biological monitor will also clearly communicate the limits of buffers to the contractor and crew, and post and maintain, throughout the time of nest use, flagging, fencing, staking, or signs as otherwise needed. Construction activities shall be prohibited within the buffer until the nesting pair and young have vacated the nests, unless it can be demonstrated through biological monitoring that the construction activity is not hindering the nesting effort. Alternatively, if unused nests are identified in the disturbance area during preconstruction surveys, nests may be destroyed prior to active nesting. Rocky escarpments that may support cliff-nesting raptors not proposed for current construction activity at CCL would not be disturbed for the duration of the construction activity.</p>	<p>A. Avoid vegetation removal in nesting bird habitat during the nesting season.</p>	During Project construction	CCL / Construction Manager	LADRP
	<p>B. Conduct preconstruction nesting bird surveys where vegetation avoidance is not feasible and flag active nesting areas.</p>	Prior to vegetation removal in nesting bird habitat	CCL / Qualified Biologist	LADRP, CDFW, USFWS,
	<p>C. Assign buffers around active nests, clearly communicate limits to contractor/crew, and post and maintain flagging, fencing, and staking.</p>	During Project construction	CCL / Qualified Biologist / Construction Manager	LADRP, CDFW, USFWS
	<p>D. Prohibit construction activities within buffer until nests are vacated, or unless biological monitoring can demonstrate activity is not hindering nesting.</p>	During Project design	CCL / Qualified Biologist / Construction Manager	LADRP, CDFW, USFWS, CDFW USFWS
	<p>E. Destroy unused nests in the disturbance area prior to active nesting.</p>	Prior to vegetation removal in nesting bird habitat, and following preconstruction surveys	CCL / Qualified Biologist	LADRP, CDFW, USFWS, CDFW USFWS
<p><b>BR-14:</b> A qualified bat biologist acceptable to CDFW shall be employed to supervise and report on construction activities with respect to bats. In habitats where roosting bats may occur, ground disturbance and roost destruction shall be scheduled, as feasible, during October 1 through February 28 or 29. Ground disturbance and roost destruction shall be avoided during the parturition period (generally March through August). Where this is not feasible, a qualified bat biologist shall conduct exit</p>	<p>A. Employ qualified bat biologist to supervise and report on construction activities with respect to bats.</p>	During Project construction	CCL / Qualified Biologist	LADRP
	<p>B. Schedule ground disturbance and roost destruction in bat roost habitat to avoid the parturition period.</p>	During Project construction	CCL / Qualified Biologist / Construction Manager	LADRP

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>surveys, roost surveys of potential roost sites, or surveys for bat sign (e.g., guano) to identify bat species, if feasible, and active roosts. Construction activity within 300 feet of identified active roosts shall be prohibited until the completion of parturition (end of August), unless it can be demonstrated through biological monitoring that the construction activity is not affecting the active roost. Alternatively, if potential roosts are identified prior to onset of parturition, with concurrence from CDFW, roosts may be vacated during the evening forage period (within 4 hours after dark) or fitted with one way exit doors to effectively eliminate and exclude roosting bats. If tree roosts are identified that require disturbance, and from which bats can't be excluded, the trees would be initially disturbed by cutting small branches (less than 2 inches) to encourage habitat abandonment, prior to full tree removal (implemented the following day and supervised by a qualified bat biologist). Roost eviction will be conducted by a qualified bat biologist. Eviction shall be preferentially done before March or after September for eviction of a maternity colony, and only with concurrence from CDFW. If eviction is necessary, the bat biologist shall identify the bat species to be evicted, as feasible, and roost sites appropriate to the species to be displaced in the vicinity (within 1 mile) prior to any bat eviction. Alternative active roost areas, including rock escarpments at CCL that are not proposed to be disturbed by current construction activity would be avoided for the duration of the construction activity. If no alternative roost sites are identified, CCL shall provide artificial roost construction appropriate to the bat species to be displaced to offset loss of active roosts. Artificial roost construction would follow industry standard design, be sized to offset impacted roost(s), and be located greater than 300 feet from the active construction area, but within CCL property. A report will be prepared for submittal to CDFW and copied to LADRP on activities related to bat surveys and eviction, including survey methods, findings including species and size of roosts if available, alternative roost locations and characteristics, and constructed roosts.</p>	<p>C. Conduct exit surveys, roost surveys of potential roost sites, or surveys for bat sign (e.g., guano) to identify bat species and active roosts if ground disturbance cannot be scheduled outside parturition period.</p>	<p>Prior to disturbance activities in active roost areas within the parturition period</p>	<p>CCL / Qualified Biologist / Construction Manager</p>	<p>LADRP, CDFW,</p>
	<p>D. Prohibit construction activities within 300 feet of active roosts until completion of parturition, or unless biological monitoring can demonstrate activity is not affecting active roost.</p>	<p>During Project construction</p>	<p>CCL / Qualified Biologist / Construction Manager</p>	<p>LADRP, CDFW,</p>
	<p>E. Exclude roosts (with CDFW concurrence) prior to onset of parturition, as identified in Mitigation Measure BR-14 (including requirements for artificial roost construction and reporting).</p>	<p>Prior to disturbance activities in active roost areas, and following preconstruction surveys</p>	<p>CCL / Qualified Biologist</p>	<p>LADRP, CDFW,</p>

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p><b>BR-15:</b> For unavoidable impacts to qualifying oak trees, an Oak Tree Permit application has been submitted to the LADRP. All permit terms and conditions shall be complied with from the final permit issuance, including planting of replacement trees. An Oak Tree and Woodland Mitigation Plan which identifies the mitigation area shall be submitted to LADRP for review and approval prior to impacts to any scrub oaks or issuance of a grading permit for the Proposed Project that would disturb areas within the protected zone of any oak trees regulated by the County Oak Tree Ordinance. The site shall be assessed for oak woodlands, including scrub oaks, at the time of disturbance according to the County Oak Woodland Conservation and Management Plan, and the Oak Tree and Woodland Mitigation Plan would also address mitigation for oak woodland impacts, including scrub oaks. As appropriate, potential impacts to oak woodlands shall be mitigated by planting understory plants in the same area identified onsite for mitigation oaks pursuant to the Oak Tree Permit and Oak Tree and Woodland Mitigation Plan for the Proposed Project.</p> <p>CCL will coordinate with Tataviam to provide a monitor during the removal or disturbance of native oak trees at CCL, if desired by the tribe.</p>	A. Comply with Oak Tree permit terms and conditions, including planting of replacement trees.	During Project construction and post construction	CCL	LADRP, Permittee's Registered Forester or Biologist
	B. Submit Oak Tree and Woodland Mitigation Plan.	Prior to any impacts to oak woodlands, including scrub oaks, or issuance of a grading permit where any oaks are to be impacted	CCL	LADRP, Permittee's Registered Forester or Biologist
	C. Implement approved Oak Tree and Woodland Mitigation Plan.	During Project construction and post construction	CCL	LADRP, Permittee's Registered Forester or Biologist
<p><b>BR-16:</b> To avoid operational impacts to western spadefoot which may occur during intentional draining of detention basins, or sediment removal from detention basins, the following protocol must be implemented, under an approach coordinated with CDFW: (1) All drainage equipment would be new or used exclusively for detention basins on CCL to avoid transfer of Chytridiomycosis (i.e., chytrid fungus) or any other amphibian diseases or pathogens to detention basins on CCL from other</p>	A. Coordinate approach for draining or removing sediment from detention basins with CDFW.	Prior to draining or removing sediment from detention basins	CCL	CDFW, Permittee's Registered Forester or Biologist, LACDPW

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>sites; (2) pumping equipment intakes would be screened with fine mesh and would pump from deeper portions of the detention ponds to ensure that eggs, larvae, or adults of western spadefoot would not be entrained in pump apparatus; (3) if a biological monitor determines that spadefoot adults, larvae, or egg masses are present during pumping, a secondary pump enclosure with maximum pore size of 0.125 inches will be utilized if determined necessary by the biological monitor; (4) at any given pumping event, only 80 percent of the volume (measured as depth at the deepest point of the detention basin) would be pumped, leaving pooled water of at least a 5-inch depth for any potential western spadefoot to complete its life cycle; however, the biological monitor would evaluate remaining pooled water volume and spadefoot development stage and make a determination if the remaining water was sufficient for spadefoot to complete their life cycle; and (5) sediment removal would only occur during the dry season, when ponded water was not present. A Spadefoot Mitigation Plan will be developed in consultation with CDFW, to incorporate the above measures and other measures in BR-10 to protect spadefoot. The Spadefoot Mitigation Plan will include design and development of a spadefoot breeding pond on CCL property in a relatively undisturbed location where adjacent uplands are present, including 1,000 feet of undeveloped land as feasible. This pond will be suitable for establishment of a western spadefoot breeding pond, and will not undergo the regular maintenance that is necessary for the onsite stormwater detention basins. Relocation of western spadefoot will be to the mitigation pond.</p>	<p>B. Implement protocol for draining or removing sediment from detention basins, as coordinated with CDFW and identified in Mitigation Measure BR-16.</p>	<p>During detention basin draining or sediment removal activities</p>	<p>CCL / Operations Manager</p>	<p>CDFW, Permittee's Registered Forester or Biologist, LACDPW</p>
<p><b>Cultural Resources and Paleontological Resources</b></p>				
<p>CR-1: A qualified archaeologist will flag off the area around Bowers Cave and establish a buffer in consultation with the Permittee to ensure avoidance of grading of the cave site. Grading plans will clearly depict the sensitive area and state that</p>	<p>A. Flag off the area around Bowers Cave and establish a buffer in consultation with CCL.</p>	<p>Prior to earth-moving activities</p>	<p>CCL / Construction Manager / Qualified Archaeologist</p>	<p>LADRP</p>

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
grading must not occur beyond the established buffer. The qualified archeologist will monitor earth-moving activities that would occur within 100 feet of the established buffer.	B. Depict sensitive area on grading plans and state that grading must not occur beyond the established buffer.	During development of grading plans	CCL / Qualified Engineer	LADRP
	C. Archaeological monitoring and reporting.	During earth-moving activities within 100 feet of the established buffer	CCL / Construction Manager / Qualified Archaeologist	LADRP
CR-2: Prior to the start of monitoring activities, a Cultural Resources Monitoring Plan (CRMP) will be developed. The CRMP will include, at a minimum: (1) the location of areas to be monitored, (2) frequency of monitoring, (3) description of resources expected to be encountered, (4) description of circumstances that would result in a construction halt, (5) description of monitoring reporting requirements, and (6) disposition of found/collected materials.	Develop a CRMP.	Prior to construction	CCL / Qualified Archaeologist	LADRP
CR-3: Native American consultation has indicated that Bowers Cave and the surrounding region may be important to local Native Americans, specifically Tataviam. Provisions will be made to provide cave access to interested Tataviam, and Tataviam will have the option to provide a construction oversight monitor during ground-disturbing activities. The Tataviam monitor will act as a liaison between archaeologists, the Permittee, contractors, and public agencies to ensure that cultural features are treated appropriately from the Tataviam point of view. All artifacts that may be found will be returned to the Tataviam or reinterred into the earth.	A. Make provisions to provide Bower's Cave access to interested Tataviam.	Prior to and during construction	CCL / Construction Manager / Tataviam Native American	LADRP Native American Heritage Commission (NAHC)
	B. Tataviam Native American monitoring and reporting and liaison activities, as applicable.	During construction	CCL / Construction Manager / Tataviam Native American	LADRP NAHC
	C. Return all artifacts that may be found to the Tataviam or reinterred into the earth.	During construction	CCL / Construction Manager / Tataviam Native American	LADRP NAHC

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p><b>CR-4:</b> Prior to construction, the services of a qualified vertebrate paleontologist shall be retained to develop and implement a Paleontological Resources Mitigation Plan prior to earth moving activities. The Plan will include the following elements:</p> <ul style="list-style-type: none"> <li>development of agreement with a recognized museum repository;</li> <li>identification of final disposition, permanent storage, and maintenance of any fossil remains and associated specimen data and corresponding geologic and geographic site data that might be recovered; and</li> <li>determination of level of treatment (preparation, curation, cataloging) of the remains that would be required before the mitigation program fossil collection would be accepted for storage.</li> </ul>	Retain a qualified vertebrate paleontologist to develop and implement a Paleontological Resources Mitigation Plan (PRMP).	Prior to earth-moving activities	CCL / Qualified Vertebrate Paleontologist	LADRP
<p><b>CR-5:</b> The paleontologist and/or monitor shall conduct a preconstruction survey of the Project site prior to the start of any earth moving associated with the landfill expansion.</p>	Preconstruction survey.	Prior to earth-moving activities	CCL / Qualified Vertebrate Paleontologist and/or Environmental Monitor	LADRP
<p><b>CR-6:</b> The paleontologist or monitor shall coordinate with landfill personnel to provide information regarding regulatory agency requirements for the protection of paleontological resources. Landfill personnel also will be briefed on procedures to be followed in the event that a fossil site or fossil occurrence is encountered during construction, particularly when the monitor is not onsite. The briefing will be presented to new landfill personnel as necessary. Names and telephone numbers of the monitor and other appropriate mitigation program personnel shall be provided to the landfill manager.</p>	<p>A. Coordinate with landfill personnel to provide information regarding regulatory agency requirements and procedures for the protection of paleontological resources.</p>	Prior to and during construction	CCL / Qualified Vertebrate Paleontologist and/or Environmental Monitor	LADRP
	<p>B. Brief landfill personnel on procedures when a fossil site or fossil is encountered during construction.</p>	Prior to and during construction	CCL / Qualified Vertebrate Paleontologist and/or Environmental Monitor	LADRP

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
	C. Provide monitor and mitigation program contact information to the landfill manager.	Prior to and during construction	CCL / Qualified Vertebrate Paleontologist and/or Environmental Monitor	LADRP
CR-7: Earth-moving activities shall be monitored by the paleontologist only in those areas of the Project site where these activities would disturb previously undisturbed strata in the Saugus and upper Pico Formations (not in areas underlain by artificial fill or younger alluvium). With concurrence from the Project paleontologist, if no fossil remains are found once 50 percent of earth moving has been completed in an area underlain by a particular rock unit, monitoring can be reduced or suspended in that area.	A. Paleontological monitoring in areas of the Project site where activities would disturb previously undisturbed strata in the Saugus and upper Pico Formations (not in areas underlain by artificial fill or younger alluvium).	During construction	CCL / Qualified Vertebrate Paleontologist	LADRP
	B. Paleontological monitoring and reporting.	During construction	CCL / Qualified Vertebrate Paleontologist	LADRP
CR-8: All diagnostic fossil specimens recovered from the Project site shall be treated (prepared, curated, catalogued) in accordance with designated museum repository requirements.	Treat all diagnostic fossil specimens recovered from the Project site in accordance with designated museum repository requirements. Treatment of recovered fossil specimens would be documented in final paleontological technical report prepared by the Project paleontologist.	During and after construction	CCL / Qualified Vertebrate Paleontologist	LADRP

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
CR-9: The monitor shall maintain daily monitoring logs. A final technical report of results and findings shall be prepared by the paleontologist and included with the material submitted for curation (see above).	A. Maintain log demonstrating compliance.	During construction	CCL / Qualified Vertebrate Paleontologist and/or Environmental Monitor	LADRP
	B. Prepare and submit a final paleontological technical report.	Following earth-moving activities within previously undisturbed strata in the Saugus and upper Pico Formations	CCL / Qualified Vertebrate Paleontologist	LADRP
<b>Air Quality</b>				
AQ-1: CCL shall use certified street sweepers that comply with South Coast Air Quality Management District (SCAQMD) Rule 1186.1.	Use certified street sweepers.	During construction	CCL / Construction Manager	, LEA
AQ-2: CCL shall use innovative approaches to reducing potential air emissions from construction of buildings, such as modular building products, where prefabricated portions of structures are assembled elsewhere and are erected at the construction site, as feasible. This would eliminate the need for onsite painting, a majority of the plumbing, and other consumer product usage.	Incorporate air emissions reducing provisions for construction of building into the design.	During Project design	CCL	, LACDPW
AQ-3: CCL shall provide offsetting emission reduction credits for predicted net emission increases from sources requiring permitting under New Source Review regulations.	Provide offsetting emission reduction credits.	During permitting	CCL	SCAQMD
AQ-4: Prior to operation of the composting facility, CCL shall develop an Odor Impact Minimization Plan (OIMP) pursuant to the requirements of the California Code of Regulations (CCR), Title 14, Division 7, Chapter 3.1, Article 3, and Section 17863.4; CCL shall comply with the OIMP during compost facility operation.	A. Develop OIMP.	Prior to operation of composting facility	CCL	LEA, LACDPW
	B. Maintain log demonstrating compliance.	During operation of composting facility	CCL	LEA, LACDPW

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p><b>Current Emission Reduction Measures:</b> CCL currently implements the following emission reduction measures on an ongoing basis, and these measures would continue to be implemented during construction and operation of the Proposed Project.</p> <ul style="list-style-type: none"> <li>• Onsite traffic is managed.</li> <li>• Engine-powered equipment is properly maintained.</li> <li>• Onsite vehicles are routed along the most direct routes.</li> <li>• Electrically powered equipment is used to the extent feasible.</li> <li>• A 15 mile per hour (mph) speed limit is enforced on paved roads and 10 mph speed limit on unpaved roads.</li> <li>• Permanent onsite haul roads are paved, to the extent feasible.</li> <li>• Temporary unpaved roads are surfaced with low-dust courses of material.</li> <li>• Roads are watered four to seven times daily, dependent on conditions, including weather.</li> <li>• Active sites of soil disturbance are watered four to seven times daily, dependent on conditions, including weather.</li> <li>• Soil stabilizers are used in areas with long-term exposure of disturbed or un-vegetated surfaces (e.g., stockpiles).</li> <li>• Trucks hauling dirt, sand, or other loose materials for site construction projects on public roadways are covered or maintain at least 2 feet of free board in accordance with the requirements of California Vehicle Code Section 23114.</li> <li>• Construction access roads are paved at least 100 feet onto the site from the main road.</li> <li>• Where feasible, other construction roads not covered by the above measure heaving a daily traffic volume of 50 vehicular trips, are paved; where infeasible, these roads are watered.</li> <li>• Disturbed areas are covered with erosion control materials if needed.</li> </ul>	<p>Maintain log demonstrating compliance.</p>	<p>Ongoing</p>	<p>CCL</p>	<p>, LEA, LACDPW</p>

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<ul style="list-style-type: none"> <li>• SCAQMD-approved street sweepers are used on all paved haul roads onsite as needed during rainy periods to reduce mud and during dry periods to reduce dust.</li> </ul>				
<p><b>Construction Emission Reduction Best Management Practices (BMPs):</b></p> <ul style="list-style-type: none"> <li>• The construction equipment, not owned by CCL, would be equipped with engines meeting California Air Resources Board (CARB) requirements for a large fleet at the time of construction (13 CCR 2449).</li> <li>• The construction equipment, not owned by CCL, would be equipped with engines meeting Tier 4f emission standards after Project year 2020.</li> <li>• Trucks would be prevented from idling longer than 5 minutes, to the extent feasible.</li> <li>• Construction equipment idling times and excessive use would be prevented, to the extent feasible.</li> <li>• Use of construction equipment would be suspended during Stage 2 and 3 smog alerts.</li> <li>• To reduce/minimize construction-related fugitive dust, water would be applied four to seven times daily, dependent on weather, within the construction site.</li> <li>• Fugitive dust from vehicle travel on unpaved roads would be controlled through the application of water 4 to 7 times daily, dependent on weather.</li> </ul>	Maintain log demonstrating compliance.	During construction	CCL	LEA, LACDPW
<p><b>Operation Emission Reduction BMPs:</b></p> <ul style="list-style-type: none"> <li>• Off-road diesel equipment purchased by CCL for operation of the Proposed Project (used for additional waste received) would be equipped with engines meeting Tier 4f emission standards.</li> <li>• Unnecessary truck and equipment idling would be limited to less than 5 minutes, to the extent feasible.</li> <li>• Use of all off-road diesel equipment would be suspended during Stage 2 and 3 smog alerts (SCAQMD, 1993), to the extent feasible.</li> </ul>	Maintain log demonstrating compliance.	During operation	CCL	LEA, LACDPW

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<ul style="list-style-type: none"> <li>Fugitive dust BMPs for vehicle travel on paved roads, vehicle travel on unpaved roads, and soil disturbance would be the same as described above for construction.</li> <li>Operate the landfill to improve landfill gas collection efficiency to a site-wide average of 85 percent through application of a combination of daily cover, intermediate cover, and final cover to provide a beneficial improvement in ongoing landfill gas collection efficiency.</li> <li>The existing, approved landfill gas-to-energy (LFGTE) plant would be optimized to use collected landfill gas (LFG) as fuel to produce electricity and to minimize flaring of collected LFG.</li> </ul>				
<b>Composting Emission Reduction BMPs:</b> <ul style="list-style-type: none"> <li>Green waste composting piles would be covered with at least 6 inches of finished compost within 24 hours of initial pile formation.</li> <li>Piles would not be turned for the first 7 days of active phase composting.</li> <li>For the first 15 days of initial pile formation, and within 6 hours before turning, the top half of the pile would be kept wet to a depth of at least 3 inches.</li> <li>Covered, aerated composting system would be equipped with an SCAQMD-approved emission control system (e.g., thermal oxidizer, bio-filtration) (SCAQMD, 2015).</li> <li>Composting facility would implement a site-specific Odor impact Minimization Plan (OIMP).</li> </ul>	A. Maintain log demonstrating compliance.	During operation of composting facility	CCL	LACDPW, SCAQMD, LEA
	B. Implement site-specific OIMP.	During operation of composting facility	CCL	LACDPW, SCAQMD, LEA
<b>Landfill Operation Odor Reduction Measure (ORM)</b> <b>ORM-1:</b> For landfill operation, CCL shall develop an Odor Impact Minimization Plan (OIMP). The OIMP will describe an odor monitoring protocol, a description of meteorological conditions that affect migration of odors, a complaint response protocol, a description of design considerations for minimizing odors, and a description of operating procedures for minimizing odors.	A. Develop OIMP For approval by the responsible agencies	Within 3 months of receipt of CUP	CCL	SCAQMD, LEA, LACDPW, LADRP
	B. Maintain log demonstrating compliance and implementing all remedial action as recommended by the responsible agencies	During operation of landfill	CCL	SCAQMD, LEA, LACDPW, LADRP

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<b>Greenhouse Gas Emissions and Climate Change</b>				
<p><b>GHG-1:</b> Beginning in 2020, the applicant shall provide the Department of Regional Planning with reports every 5 years, which shall evaluate consistency of landfill operations with current State and County greenhouse gas (GHG) emission reduction plans. If the Department of Regional Planning finds that a report demonstrates that landfill operations do not meet the GHG emission reduction targets of then-current State and County GHG emission reduction plans, the applicant shall develop and within one year submit to the Department of Regional Planning for review and approval of a GHG Emission Reduction Plan, which shall require implementation of additional feasible GHG emission reduction measures within the waste management sector to further reduce GHG emissions in accordance with then-current State and County goals. The GHG Emission Reduction Plan may incorporate some or all of the following measures:</p> <ul style="list-style-type: none"> <li>• Further or additional composting;</li> <li>• Further or additional recycling;</li> <li>• Development of alternative energy, including additional landfill gas-to-energy production capacity and/or development of other on-site renewable energy generation capacity;</li> <li>• Use of alternative fuels in on-site equipment; or some combination of the listed strategies; and/or</li> <li>• Other waste management sector strategies developed by California Department of Resources Recycling and Recovery (CalRecycle) and CARB addressing GHG emissions from waste management</li> </ul>	<p>A. Provide reports evaluating consistency of landfill operations with current State and County GHG emission reduction plans</p>	<p>Beginning in 2020, and subsequently every 5 years</p>	<p>CCL</p>	<p>LADRP, LACDPW, SCAQMD, LEA</p>
	<p>B. Develop GHG Emission Reduction Plan.</p>	<p>Within one year, if LADRP finds consistency reports demonstrate GHG emission reduction targets of then-current State and County GHG emission reduction plans are not met</p>	<p>CCL</p>	<p>LADRP, LACDPW, SCAQMD, LEA</p>
<p><b>GHG-2:</b> Following closure of the landfill, the applicant shall continue to operate, maintain, and monitor the landfill gas collection and control system as long as the landfill continues to produce landfill gas, or until it is determined that emissions no longer constitute a considerable contribution to GHG emissions, whichever comes first.</p>	<p>Maintain monitoring log of landfill gas collection and control system.</p>	<p>Following closure of the landfill</p>	<p>CCL / Operations Manager</p>	<p>SCAQMD, LACDPW</p>

Table 1. Chiquita Canyon Landfill Master Plan Revision Mitigation Monitoring and Reporting Program

Mitigation Measure / Project Design Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
<p>Notes:</p> <p>BMP = best management practice</p> <p>Cal-IPC = California Invasive Plant Council</p> <p>CalRecycle = California Department of Resources Recycling and Recovery</p> <p>CARB = California Air Resources Board</p> <p>CCR = California Code of Regulations</p> <p>CDFW = California Department of Fish and Wildlife</p> <p>CRMP = Cultural Resources Monitoring Plan</p> <p>CWA = Clean Water Act</p> <p>DTSC = California Department of Toxic Substance Control</p> <p>EPA = United States Environmental Protection Agency</p> <p>GHG = greenhouse gas</p> <p>LACDPW = Los Angeles County Department of Public Works</p> <p>LADRP = Los Angeles County Department of Regional Planning</p> <p>LEA = Local Enforcement Agency</p> <p>LFG = landfill gas</p> <p>LFGTE = landfill gas-to-energy</p> <p>mph = miles per hour</p> <p>NAHC = Native American Heritage Commission</p> <p>OIMP = Odor Impact Minimization Plan</p> <p>PRMP = Paleontological Resources Mitigation Plan</p> <p>SCAQMD = South Coast Air Quality Management District</p> <p>USACE = United States Army Corps of Engineers</p> <p>USFWS = United States Fish and Wildlife Service</p>				

## References

- California Department of Fish and Wildlife (CDFW). 2009. *Protocols for Surveying and Evaluation Impacts to Special Status Native Plant Populations and Natural Communities*.
- California Department of Fish and Wildlife (CDFW). 2012. *Special-status species and vegetation communities search within 10 miles of the Project area*. California Natural Diversity Database. December.
- South Coast Air Quality Management District (SCAQMD). 1993. <?>
- South Coast Air Quality Management District (SCAQMD). 2015. <?>
- United States Army Corps of Engineers (USACE) and United States Environmental Protection Agency (EPA). 2008. *Compensatory Mitigation for Losses of Aquatic Resources; Final Rule*. *Federal Register*. April 10.
- United States Fish and Wildlife Service (USFWS). 1996. *Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants*.



## OAK TREES: Care and Maintenance

This Oak Tree Care and Maintenance Guide offers basic information and practical guidelines aimed at the preservation and continued health and survival of oak trees in the residential landscape.

Increasing pressure for development is changing the oak woodland of Los Angeles County. Heritage oaks which once survived in open rolling hills are now being preserved or replanted and incorporated into the community.

How do we protect these trees during the planning and development process, and ensure their survival once they are in the home garden?

### The Oak Tree

Oak Trees in the residential landscape often suffer decline and early death due to conditions that are easily preventable. Damage can often take years to become evident, and by the time the trees show obvious signs of disease it is usually too late to help.

Improper watering, especially during the hot summer months, and disturbance to critical root areas are most often the causes. This booklet will provide guidelines on where these critical areas lie and ways to avoid disturbing them, as well as information on long-term care and maintenance of both natural and planted oaks. Lists of additional resources for more information and demonstration areas to visit are also included.

## The Oak Tree Ordinance

The Los Angeles County Oak Tree Ordinance has been established to recognize oak trees as significant historical, aesthetic, and ecological resources. The goal of the ordinance is to create favorable conditions for the preservation and propagation of this unique and threatened plant heritage. By making this part of the development process, healthy oak trees will be preserved and maintained.

The Los Angeles County Oak Tree Ordinance applies to all unincorporated areas of the County. Individual cities may have their own ordinances, and their requirements may be different.

### Permit Requirements:

Under the Los Angeles County Ordinance, a person shall not cut, destroy, remove, relocate, inflict damage, or encroach into the *protected zone* (see text) of any ordinance sized tree of the oak tree genus without first obtaining a permit.

Damage includes but is not limited to :

- Burning
- Application of toxic substances
- Pruning or cutting
- Trenching
- Excavating
- Paving
- Operation of machinery or equipment
- Changing the natural grade

Chapter 22.56.2050: Oak Tree Permit Regulations, Los Angeles County, Adopted: August 20, 1982. Amended: September 13, 1988.

For more information about the County Oak Tree Ordinance, visit the Forestry Division's website at:

[http://lacofd.org/Forestry\\_folder/otordin.htm](http://lacofd.org/Forestry_folder/otordin.htm)

Or contact:

Department of Regional Planning  
320 W. Temple Street, 13th floor  
Los Angeles, CA 90012-3284  
(213) 974-6411  
TDD: (213) 617-2292  
<http://planning.co.la.ca.us>

## Types of oaks commonly found in Los Angeles County:

Many kinds of oak trees are native to Los Angeles County. A few of the more common ones are shown below, but *all* oak trees are covered by the Oak Tree Ordinance.

Older oaks which have thrived under the natural rainfall patterns of dry summers and wet winters often can't handle the extra water of a garden setting. These trees must be treated with special care if they are to survive.

Those oaks that have been planted into the landscape or sprouted naturally tend to be more tolerant of watered landscapes. These vigorous young trees may grow 1½ to 4 feet a year in height under good conditions. Once established these trees would benefit from the same special care outlined in this guide.



### Valley Oak QUERCUS LOBATA

LARGE DECIDUOUS TREE 60'-75' HIGH, BROADLY SPREADING 50'-80' WIDE.

LEAVES: DEEP GREEN, 3"-4" LONG: PAPER-LIKE TEXTURE WITH DEEP ROUNDED LOBES ON THE LEAF EDGE.

TENDS TO FAVOR VALLEY BOTTOMS: FOR THIS REASON THE VALLEY OAK HAS DISAPPEARED FROM THE LANDSCAPE MORE RAPIDLY, IMPACTED SEVERELY BY AGRICULTURE AND URBAN DEVELOPMENT.



### Coast Live Oak QUERCUS AGRIFOLIA

LARGE EVERGREEN TREE WITH A BROAD, ROUND SHAPE AND LARGE LIMBS. 30'-70' HIGH, 35'-80' WIDE.

LEAVES: GLOSSY GREEN, 1"-3" LONG: SPINY, ROUNDED, AND HOLLY-LIKE: BUT DISTINCTLY CUPPED OR CURLED UNDER AT THE EDGES.



### Interior Live Oak QUERCUS WISLIZENII

EVERGREEN TREE 30'-75' HIGH OR A SHRUB 8'-10' HIGH IN CHAPARRAL AREAS. HAS A FULL, DENSE ROUNDED SHAPE, NOT BROAD OR WITH LARGE LIMBS LIKE A COAST LIVE OAK. THEY TEND TO GROW IN CLUMPS RATHER THAN AS A SINGLE TREE.

LEAVES: DARK GREEN, 1"-4" LONG. EDGES EITHER SMOOTH OR SPINY, BUT ALWAYS FLAT— NOT CURLED UNDER.

### OTHER COMMON OAKS:

CALIFORNIA BLACK OAK: QUERCUS KELLOGGI  
CANYON LIVE OAK: QUERCUS CHRYSOLEPIS  
ENGELMANN OAK: QUERCUS ENGELMANNII

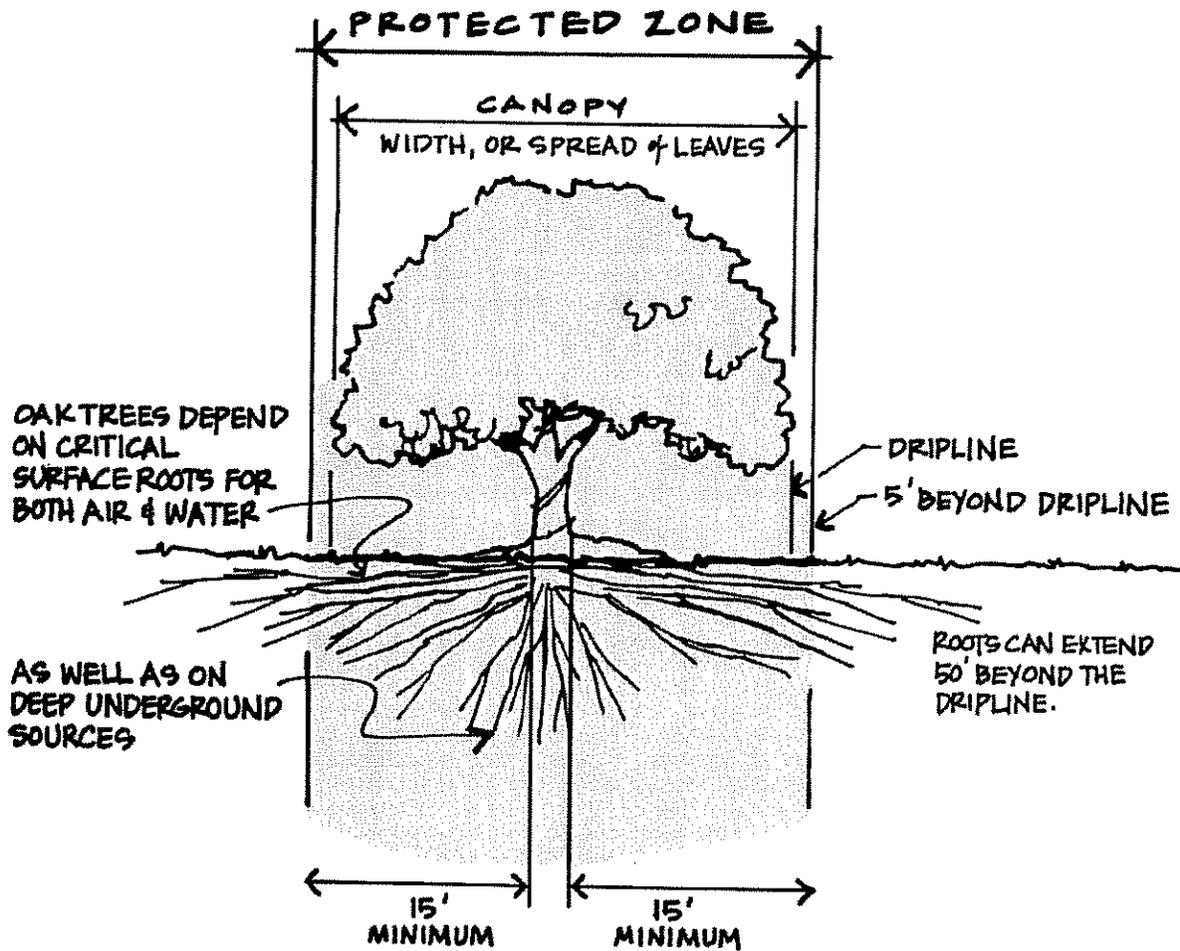
# THE PROTECTED ZONE

The *protected zone* defines the area most critical to the health and continued survival of an oak tree. Oaks are easily damaged and very sensitive to disturbances that occur to the tree or in the surrounding environment.

The root system is extensive but surprisingly shallow, sometimes radiating out as much as 50 feet beyond the spread of the tree leaves, or canopy. The ground area at the outside edge of the canopy, referred to as the *dripline*, is especially important: the tree obtains most of its surface water and nutrients here, and conducts an important exchange of air and other gases.

The protected zone is defined in the Oak Tree Ordinance as follows:

"The Protected Zone shall mean that area within the dripline of an oak tree and extending there from to a point at least 5 feet outside the dripline or 15 feet from the trunk, whichever distance is greater."



# CONSTRUCTION ACTIVITY WITHIN THE PROTECTED ZONE

## Changes in Grade

Any change in the level of soil around an oak tree can have a negative impact. The most critical area lies within 6' to 10' of the trunk: no soil should be added or scraped away. Water should drain away from this area and not be allowed to pond so that soil remains wet at the base.

Retaining walls designed to hold back soil above or below an existing tree should be avoided if at all possible, especially within the protected zone. These types of structures cause critical areas at the dripline to be buried, or require that major roots be severed. Water trapped at the base of the tree could lead to root rot or other impacts, and to the decline and premature death of a highly valued landscape tree.

Construction activities outside the protected zone can have damaging impacts on existing trees. Underground water sources can be cut off due to falling water tables, or drainage may be disrupted.

## Trenching

Digging of trenches in the root zone should be avoided. Roots may be cut or severely damaged, and the tree can be killed.

If trenches must be placed within the protected zone, utilities can be placed in a conduit, which has been bored through the soil, reducing damage to the roots. Insist that as many utilities as allowed be placed in a single trench, instead of the common practice of digging a separate trench for each individual line.

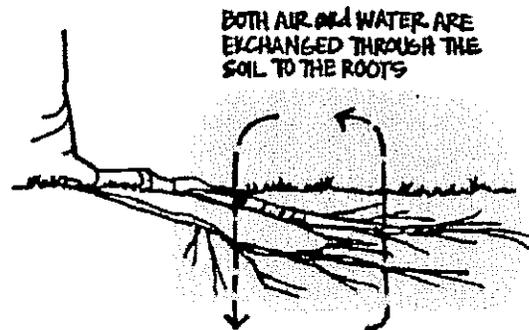
Trenching can also be accomplished using hand tools or small hand held power equipment to avoid cutting roots. Any roots exposed during this work should be covered with wet burlap and kept moist until the soil can be replaced.

## Soil Compaction and Paving

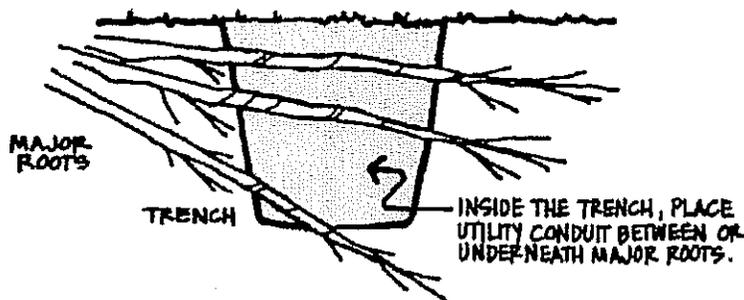
The roots depend upon an important exchange of both water and air through the soil within the protected zone. Any kind of activity that compacts the soil in this area blocks this exchange and can have serious long-term negative effects on the tree.

If paving material must be used, some recommended surfaces include brick paving with sand joints, or ground coverings such as wood chips (note the advantages of natural materials for providing nutrients under *mulching*).

## SOIL COMPACTION



## TRENCHING



# MAINTENANCE

## Watering

The key is prevention – **do not over water**. Improper watering is often overlooked as the cause of tree death because it can take years for the damage to show. Once the tree shows obvious signs of decline, it is often too late to correct the problem.

The seasonal weather pattern for this region is one of dry summers and winter rain. Oak trees are naturally drought tolerant and adapted to this cycle. If the tree is vigorous and thriving it should not require any additional water.

If the natural source of surface or underground water has been altered, some supplemental water may be necessary, but proceed with caution. The goal of any watering schedule for oak trees should be to supplement natural rainfall and it should occur only when the tree would normally receive moisture. This might be in the winter, if rains are unusually late, or in spring if rainfall has been below normal levels.

Over watering, especially during the summer months, causes a number of problems which can lead to decline and eventual death of the tree. It creates ideal conditions for attacks of Oak Root Fungus by allowing the fungus to breed all year. In addition, both evergreen and deciduous oaks grow vigorously in the spring and naturally go dormant in the summer. Extra water only encourages new tip growth which is subject to mildew. Oaks need this period of rest.

Newly planted oaks may need supplemental watering during their first few summers. After they become established water should be applied according to the previous guidelines.

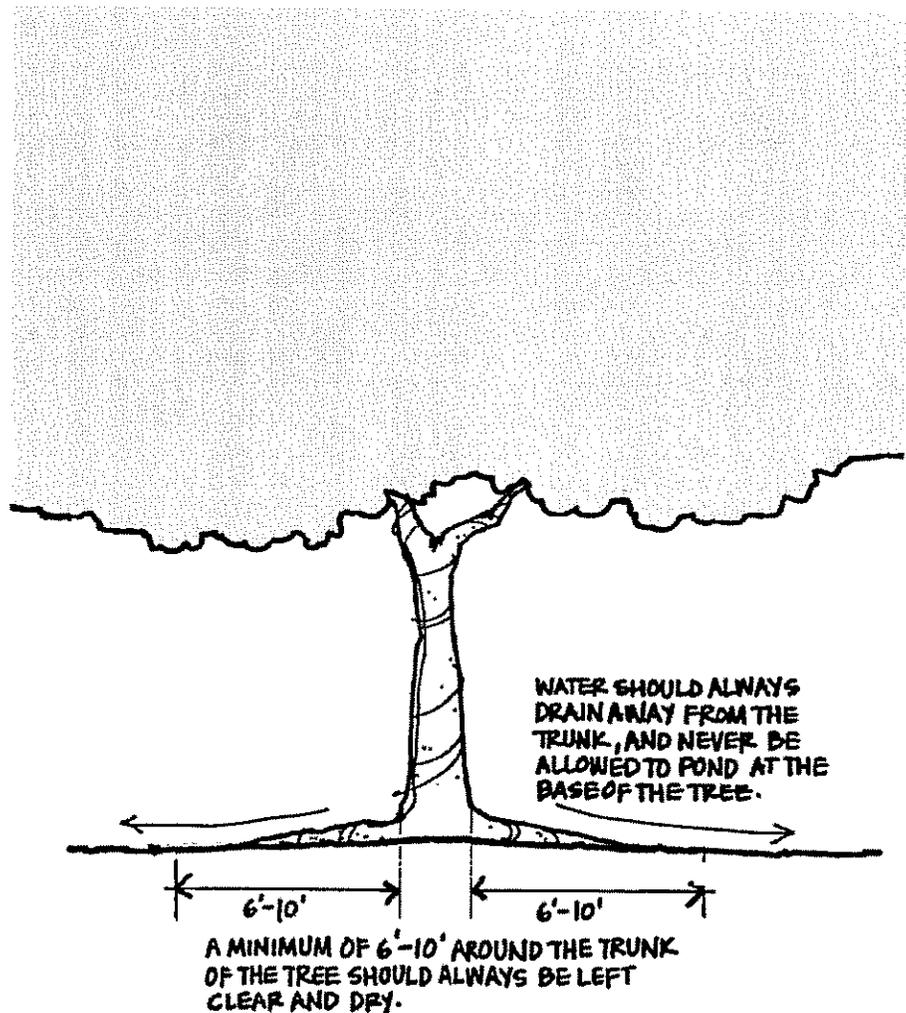
## Pruning

For oak trees the periodic removal of dead wood during periods of tree dormancy should be the only pruning needed. Any cutting of green wood opens scars that could allow the entry of organisms or disease.

Before pruning obtain the advice of a certified arborist or other professional and consult the local city or county where the tree is located to find out what regulations apply. Pruning of both live and dead wood can sometimes require a permit.

## Mulching

Leaf litter from the tree is the best mulch and should be allowed to remain on the ground within the protected zone. Crushed walnut shells or wood chips can be used, but the oak leaves that drop naturally provide the tree with a source of nutrients. Avoid the use of packaged or commercial oak leaf mulch which could contain Oak Root Fungus. Redwood chips should not be used due to certain chemicals present in the wood.



## Disease and Pests

Trees that are stressed, especially because of improper watering practices, are prone to certain diseases and attacks by pests.

The most damaging of these diseases is the Oak Root Fungus *Armillaria mellea*. Occurring naturally in the soil, the fungus thrives under wet conditions and dies back in the summer when soils dry out. This is why summer watering of oaks can be a deadly practice. As noted in the watering guidelines, wet soil in the summer allows the fungus to grow all year. As the population grows, their natural food sources are depleted and they begin feeding on oak tree roots. The fungus does not require an open wound in the tree to gain entry.

Indications of the fungus include:

- die back of branches or tips.
- honey colored fungus at or near the root crown.
- white fan-like fungus between wood and bark.
- the presence of black, shoestring-like growths in the soil.

Once the tree begins to show obvious signs of infection treatment is generally ineffective. The best treatment is to *avoid* the conditions that lead to Oak Root Fungus infections.

Pit Scale, Oak Moth, and other pests: any significant changes in leaf color, branch die back, presence of black sooty materials on leaves or other changes should be noted. Seek the advice of a professional forester, arborist, farm advisor or other expert before the application of any pesticides on an oak tree.

## Planting Underneath Oaks

The natural leaf litter is by far the best ground cover within the protected zone. If plants must be placed, the following guidelines should be followed:

There should be no planting within a minimum 6 to 10 feet of the trunk.

Avoid plants that require any supplemental water once established.

Choose plants suited for "dry shade." Those listed in the box below offer some good choices. To see some examples of how these plants have been used under oaks refer to the Additional Resources section on the following page.

### PLANTS TO CONSIDER:

Plant Name	Description
<i>Arctostaphylos densiflora</i> 'Howard McMinn' Manzanita	3' high, 6' wide. Toughest of available forms. Whitish-pink flowers.
<i>Arctostaphylos edmundsii</i> Little Sur Manzanita	1-2' high, 4-5' wide. Tolerant of full shade.
<i>Arctostaphylos hookeri</i> Monterey Carpet Manzanita	1-2' high, spreading to 12' wide by rooting branches. White to pink flowers.
<i>Ceanothus griseus horizontalis</i> Carmel Creeper	Less than 2 1/2' tall, low & creeping. Clusters of small blue flowers.
<i>Heuchera spp.</i> Coral Bells	2-4' mound. Flowers on an upright stem 2-3" high and spotted with red or pink.
<i>Mahonia aquifolium compacta</i> Oregon Grape	2-4' high, spreading by underground roots. Bright yellow flower clusters.
<i>Ribes viburnifolium</i> Evergreen or Catalina Currant	2-3' high, spreading to 12' wide. Flowers pink to red in small clusters.

### NOTES:

Before deciding on plants, check a source such as the *Sunset Western Garden Book* to determine which plants will grow in your area.

When choosing shade tolerant plants, consider that the ground under the south side of the tree will get more sunlight while the northern side will tend to remain more deeply shaded.

# ADDITIONAL RESOURCES and Places to Visit

## Public Agencies

**County of Los Angeles Fire Department**  
Prevention Bureau, Forestry Division  
5823 Rickenbacker Road, Rm #123  
Commerce, CA 90040-3027  
(323) 890-4330  
<http://lacofd.org/forestry.htm>

**University of California**  
Integrated Hardwood Range Management Program  
163 Mulford Hall, Berkeley, CA 94720-3114  
<http://danr.ucop.edu/ihrmp>

## Private Organizations

**The Theodore Payne Foundation**  
10459 Tuxford Street  
Sun Valley, CA 91352-2126  
(818) 768-1802  
[www.theodorepayne.org](http://www.theodorepayne.org)

**California Native Plant Society**  
1722 J Street, Suite 17  
Sacramento, CA 95814-3033  
(916) 447-2677  
[www.cnps.org](http://www.cnps.org)

**The California Oak Foundation**  
1212 Broadway, Suite 810  
Oakland, CA 94612-1810  
(510) 763-0282  
[www.californiaoaks.org](http://www.californiaoaks.org)

## Arboretums and Botanic Gardens

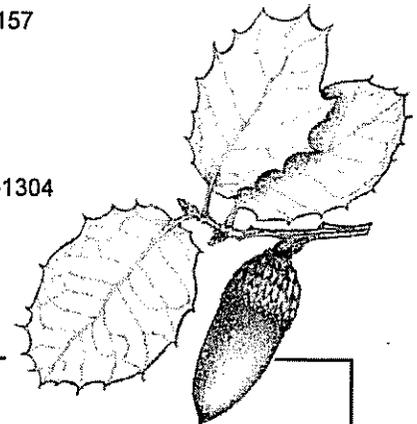
**Los Angeles County Arboreta and Botanic Gardens**  
301 N. Baldwin Ave.  
Arcadia, CA 91007-2697  
(626) 821-3222  
[www.arboretum.org](http://www.arboretum.org)

**Los Angeles County South Coast Botanic Garden**  
26300 Crenshaw Blvd.  
Palos Verdes Peninsula, CA 90274-2515  
(310) 544-6815  
[www.southcoastbotanicgarden.org](http://www.southcoastbotanicgarden.org)

**Los Angeles County Descanso Gardens**  
1418 Descanso Drive  
La Canada-Flintridge, CA 91011-3102  
(818) 949-4200  
[www.descansogardens.org](http://www.descansogardens.org)

**Rancho Santa Ana Botanic Garden**  
1500 North College  
Claremont, CA 91711-3157  
(909) 625-8767  
[www.rsabg.org](http://www.rsabg.org)

**The Lummis Home**  
200 E. Avenue 43  
Los Angeles, CA 90031-1304  
(213) 222-0546



## Publications

*Compatible Plants Under and Around Oaks.* Bruce W. Hagen... [et al]. The California Oak Foundation. 2000.

*Growing California Native Plants.* Marjorie G. Schmidt, Univ. California Press. 1981.

*Illustrated Guide to the Oaks of the Southern Californian Floristic Province.* Fred M. Roberts. FM Roberts Publications. 1996.

*Living Among the Oaks: A Management Guide for Landowners.* University of California Integrated Range Management Program. 1995.

*Oaks of California.* Bruce M. Pavlik...[et al]. Cachuma Press & the California Oak Foundation. 1995.

*Proceedings of the Fifth Symposium on Oak Woodlands: Oaks in California's Changing Landscape.* GTR PSW-GTR-184. Forest Service, U.S. Department of Agriculture. 2001.  
Available from the University of California Integrated Hardwood Range Management Program.

*Regenerating Rangeland Oaks in California.* University of California Integrated Range Management Program. 2001.



## County of Los Angeles Fire Department Forestry Division

### County of Los Angeles Board of Supervisors

Gloria Molina, First District  
Yvonne Brathwaite Burke, Second District  
Zev Yaroslavsky, Third District  
Don Knabe, Fourth District  
Michael D. Antonovich, Fifth District

### County of Los Angeles Fire Department

P. Michael Freeman, Fire Chief

Brush Clearance Unit  
605 N. Angeleno Avenue  
Azusa, CA 91702-2904  
(626) 969-2375

Camp 17  
6555 Stephens Ranch Road  
La Verne, CA 91750-1144  
(909) 593-7147

Environmental Review Unit  
12605 Osborne Street  
Pacoima, CA 91331-2129  
(818) 890-5719

Fire Plan/Interpretive Unit  
12605 Osborne Street  
Pacoima, CA 91331-2129  
(818) 890-5783

Fuel Modification Unit  
605 N. Angeleno Avenue  
Azusa, CA 91702-2904  
(626) 969-5205

Henninger Flats Forestry Unit  
2260 Pinecrest Drive  
Altadena, CA 91001-2123  
(626) 794-0675

Lake Hughes Forestry Unit  
42150 N. Lake Hughes Road  
Lake Hughes, CA 93532-9706  
(661) 724-1810

Malibu Forestry Unit  
942 N. Las Virgenes Road  
Calabasas, CA 91302-2137  
(818) 222-1108

San Dimas Forestry Unit  
1910 N. Sycamore Canyon Road  
San Dimas, CA 91773-1220  
(909) 599-4615

Saugus Forestry Unit  
28760 N. Bouquet Canyon Road  
Saugus, CA 91390-1220  
(661) 296-8558

Vegetation Management Unit  
12605 Osborne Street  
Pacoima, CA 91331-2129  
(818) 890-5720



CLIENT  
 WASTE CONNECTIONS, INC.  
 CHIQUITA CANYON LANDFILL  
 LOS ANGELES COUNTY, CALIFORNIA  
 PROJECT  
 CHIQUITA CANYON LANDFILL

TITLE  
**ELEVATION 1,430-FOOT ALTERNATIVE**

CONSULTANT	YYYY-MM-DD	2017-03-31
DESIGNED	JDR	
PREPARED	JDR	
REVIEWED	RDH	
APPROVED	RDH	



PROJECT NO.  
 1663646  
 REV. 0  
 FIGURE 1

**Tonnage Breakdown For Years 1-7 (2017-2024)**

Description	Daily Average Capacity (ton/day-6)	Daily Maximum Tonnage (tons/day)	Monthly Maximum Tonnage	Yearly Maximum Tonnage
Solid Waste	6,616	any combination	172,025	2,064,300
Beneficial Use/Composting	2,358	any combination	61,308	735,700
<b>Total</b>	<b>8,974</b>	<b>12,000</b>	<b>233,333</b>	<b>2,800,000</b>

**Tonnage Breakdown For Years 8-30 (2025-2047)**

Description	Daily Average Capacity (ton/day-6)	Daily Maximum Tonnage (tons/day)	Monthly Maximum Tonnage	Yearly Maximum Tonnage
Solid Waste	3,411	any combination	88,692	1,064,300
Beneficial Use/Composting	2,358	any combination	61,308	735,700
<b>Total</b>	<b>5,769</b>	<b>12,000</b>	<b>150,000</b>	<b>1,800,000</b>

Note: Daily Average Capacity is based on the Yearly Maximum Tonnage and 312 days of operations.

### Summary of Fee Structure For Chiquita Canyon Landfill Expansion Project

CUP Condition No./IMP No.	Fee / Fund Type	Fees
19	Mitigation and Monitoring Fund	\$10,000 (initial deposit, refillable if balance is below 80%)
114	Net Tipping Fee	See Note 1
115	Waste Diversion Program Fund *	\$0.25+CPI/ton
116	Disaster Debris Planning Fund *	\$0.08+CPI/ton
117	Out-of-Area Fee	Variable Out-of-Santa Clarita Valley Fee (\$1.32-\$5.28/ton) and Out-of-County Fee (\$6.67/ton)
119	Countywide Siting Element/Alternative Technology Development	\$200,000/yr Not to exceed \$3 million total
120	Natural Habitat and Park Development Fund *	\$0.50+CPI/ton
121	Traffic Mitigation & Enhancement Fee *	\$0.50+CPI/ton
122	Planning Studies Fee	\$50,000 every other year
123	Community Benefit & Environmental & Educational Fund *	\$1.00+CPI/ton
124	HHW/E-Waste Collection Fund	\$100,000+CPI/event 10 events per year
125	Routine Monitoring and Inspection Funds	\$20,000 initial deposit for inspection (refillable if balance is below 80%) \$50,000 initial deposit for incidental expenses (refillable if balance is below 80%)

**Note 1:** Quarterly fee equal to 10% of the sum of the following: (a) the net tipping fees collected at the Facility, (b) the revenue generated from the sale of Landfill gas at the Facility, less any federal, state, or local fees or taxes included in such revenue, and (c) the revenue generated by any other activity at the Facility, less any federal, state, or local fees or taxes included in such revenue.

**Note 2:** \*Fees for Conditions No. 115, 116, 120, 121, and 123 apply only to solid waste, not to beneficial use materials.

**Chiquita Canyon Landfill IMP/CUP Monitoring Reports Due Dates**

Item Number	Type of Review/Report	Responsible Monitoring Agency	Frequency	Purpose
IMP PART I-A	Annual Monitoring Report	DPW	Once a Year (prior to use of the CUP and annually thereafter, March 1st)	Survey Monuments
IMP PART XII-A	Annual Monitoring Report Draft	DRP	Once a Year (90 days prior to March 1st)	To enhance the continuing oversight of Landfill operations
IMP PART XII-A	Annual Monitoring Report	DRP	Once a Year (due March 1st)	To Provide oversight of Landfill operations, activities, and maintenance of the facility
CUP-18	Annual Mitigation Monitoring	DRP	Once a Year (Due July 1st)	To depict the status of the Permittee's compliance with the required measures
CUP-37	Periodic Review	DRP	On the 10 <sup>th</sup> , 15 <sup>th</sup> , 20 <sup>th</sup> , and 25 <sup>th</sup> anniversary of the effective date of the new CUP	To allow the Hearing Officer and/or the Regional Planning Commission and TAC to review the studies submitted by the Permittee and issue a Finding of Fact and potentially approve changes to the IMP

**EXHIBIT A-2**

**CONTRACT DISCREPANCY REPORT**

### CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**EXHIBIT B**  
**PRICING SCHEDULE**

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### INITIAL KICK-OFF MEETING WITH COUNTY REPRESENTATIVES

UEI Project staff will meet with County staff to review and classify the Conditions of Approval, IMP requirements, Oak Tree Permit requirements, Statement of Overriding Conditions, and MMRP mitigation measures into **Tier One** (1) and **Tier Two** (2) categories. The necessary staff and work hours required for this task are noted below.

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Mike Lindsay	Gathers and assembles documents from County Staff	6	\$185	\$1,110
Betsy Lindsay	Review Conditions of Approval documents	2	\$215	\$430
James Aidukas		2	\$190	\$380
Mike Lindsay		2	\$185	\$370
Tarik Hadj-Hamou		2	\$220	\$440
Betsy Lindsay	Meet with County Staff	4	\$215	\$860
James Aidukas		4	\$190	\$760
Mike Lindsay		4	\$185	\$740
Tarik Hadj-Hamou		4	\$220	\$880
<b>TOTAL COSTS</b>				<b>\$5,970</b>

### INITIAL SITE VISIT WITH LANDFILL OPERATOR'S REPRESENTATIVES

The first site visit will be a half-day visit to meet the site Operator, establish ground rules for project site monitoring, and to take a guided tour of the Chiquita Canyon Landfill site by the Operator's staff.

**Note:** This will be in addition to two monitoring visits planned for that month.

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Initial Site Tour and Meeting with Site Owner	4	\$215	\$860
James Aidukas		4	\$190	\$760
Mike Lindsay		4	\$185	\$740
Tarik Hadj-Hamou		4	\$220	\$880
Michelle Tollett		4	\$150	\$600
Steve O'Neil		4	\$150	\$600
<b>TOTAL COSTS</b>				<b>\$4,440</b>

### ULTRASYSTEMS PLANNED FREQUENCY FOR MITIGATION MONITORING

Bid costs to providing monitoring at the Chiquita Canyon Landfill site in the First Year will including the following frequency:

- First six months will have two site monitoring visits/per month.
  - After six months, there will be an alternating one (1) visit/per month and then, two (2) visits per month frequency.
-

## CONTINUOUS MITIGATION MONITORING AT THE LANDFILL SITE | SITE VISTS

The first six (6) months will have two site monitoring visits/per month with the following UEI staff monitoring at the landfill site.

### FIRST SITE MONITORING - FIRST MONTH

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Tarik Hadj-Hamou	Background Research	2	\$220	\$440
	Site Monitoring	10	\$220	\$2,200
	Write-Up	5	\$220	\$1,100
<b>TOTAL COSTS</b>				<b>\$10,115</b>

### SECOND SITE MONITORING - FIRST MONTH

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Michelle Tollett	Background Research	4.5	\$150	\$675
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$9,300</b>

### PROJECT MANAGEMENT- FIRST MONTH

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
<b>TOTAL COSTS</b>				<b>\$14,225</b>

### SUMMARY TOTAL - FIRST MONTH

ACTIVITY	COSTS
First Site Monitoring - First Month	\$10,115
Second Site Monitoring - First Month	\$9,300
Project Management - First Month	\$14,225
<b>FIRST MONTH - TOTAL AMOUNT</b>	<b>\$33,640</b>

**FIRST SITE MONITORING - SECOND MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Steven O'Neil	Background Research	4	\$150	\$600
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$9,225</b>

**SECOND SITE MONITORING - SECOND MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Tarik Hadj-Hamou	Background Research	2	\$220	\$440
	Site Monitoring	10	\$220	\$2,200
	Write-Up	5	\$220	\$1,100
<b>TOTAL COSTS</b>				<b>\$10,115</b>

**PROJECT MANAGEMENT - SECOND MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
<b>TOTAL COSTS</b>				<b>\$14,225</b>

**SUMMARY TOTAL - SECOND MONTH**

ACTIVITY	COSTS
First Site Monitoring - Second Month	\$9,225
Second Site Monitoring - Second Month	\$10,115
Project Management - Second Month	\$14,225
<b>SECOND MONTH - TOTAL AMOUNT</b>	<b>\$33,565</b>

**FIRST SITE MONITORING - THIRD MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Michelle Tollett	Background Research	2	\$150	\$300
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$8,925</b>

**SECOND SITE MONITORING - THIRD MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Alan Gold	Background Research	4.5	\$145	\$653
	Site Monitoring	10	\$145	\$1,450
	Write-Up	5	\$145	\$725
<b>TOTAL COSTS</b>				<b>\$9,203</b>

**PROJECT MANAGEMENT- THIRD MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
<b>TOTAL COSTS</b>				<b>\$14,225</b>

**SUMMARY TOTAL - THIRD MONTH**

ACTIVITY	COSTS
First Site Monitoring - Third Month	\$8,925
Second Site Monitoring - Third Month	\$9,203
Project Management - Third Month	\$14,225
<b>THIRD MONTH - TOTAL AMOUNT</b>	<b>\$32,353</b>

**FIRST SITE MONITORING- FOURTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Steven O'Neil	Background Research	2	\$150	\$300
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$8,925</b>

**SECOND SITE MONITORING - FOURTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Tarik Hadj-Hamou	Background Research	2	\$220	\$440
	Site Monitoring	10	\$220	\$2,200
	Write-Up	5	\$220	\$1,100
<b>TOTAL COSTS</b>				<b>\$10,115</b>

**PROJECT MANAGEMENT- FOURTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	Quarterly Report	24	\$190	\$4,560
	CAC Prep and Meeting	8	\$190	\$1,520
	Project Management	12	\$185	\$2,220
Mike Lindsay	Report Write-Up	15	\$185	\$2,775
	Quarterly Report	24	\$185	\$4,440
	<b>TOTAL COSTS</b>			

**SUMMARY TOTAL - FOURTH MONTH**

ACTIVITY	COSTS
First Site Monitoring - Fourth Month	\$8,925
Second Site Monitoring - Fourth Month	\$10,115
Project Management - Fourth Month	\$23,225
<b>FOURTH MONTH - TOTAL AMOUNT</b>	<b>\$42,265</b>

**FIRST SITE MONITORING - FIFTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Michelle Tollett	Background Research	2	\$150	\$300
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$8,925</b>

**SECOND SITE MONITORING - FIFTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Alan Gold	Background Research	2	\$145	\$290
	Site Monitoring	10	\$145	\$1,450
	Write-Up	5	\$145	\$725
<b>TOTAL COSTS</b>				<b>\$8,840</b>

**PROJECT MANAGEMENT- FIFTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
<b>TOTAL COSTS</b>				<b>\$14,225</b>

**SUMMARY TOTAL - FIFTH MONTH**

ACTIVITY	COSTS
First Site Monitoring - Fifth Month	\$8,925
Second Site Monitoring - Fifth Month	\$8,840
Project Management - Fifth Month	\$14,225
<b>FIFTH MONTH - TOTAL AMOUNT</b>	<b>\$31,990</b>

**FIRST SITE MONITORING - SIXTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Tarik Hadj-Hamou	Background Research	2	\$220	\$440
	Site Monitoring	10	\$220	\$2,200
	Write-Up	5	\$220	\$1,100
<b>TOTAL COSTS</b>				<b>\$10,115</b>

**SECOND SITE MONITORING - SIXTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Steven O'Neil	Background Research	2	\$150	\$300
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$8,925</b>

**PROJECT MANAGEMENT - SIXTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
<b>TOTAL COSTS</b>				<b>\$14,225</b>

**SUMMARY TOTAL - SIXTH MONTH**

ACTIVITY	COSTS
First Site Monitoring - Sixth Month	\$10,115
Second Site Monitoring - Sixth Month	\$8,925
Project Management - Sixth Month	\$14,225
<b>SIXTH MONTH - TOTAL AMOUNT</b>	<b>\$33,265</b>

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**FIRST SITE MONITORING - SEVENTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Tarik Hadj-Hamou	Background Research	2	\$220	\$440
	Site Monitoring	10	\$220	\$2,200
	Write-Up	5	\$220	\$1,100
<b>TOTAL COSTS</b>				<b>\$10,115</b>

**PROJECT MANAGEMENT- SEVENTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	Quarterly Report	40	\$190	\$7,600
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
	Quarterly Report	40	\$185	\$7,400
<b>TOTAL COSTS</b>				<b>\$29,225</b>

**SUMMARY TOTAL - SEVENTH MONTH**

ACTIVITY	COSTS
First Site Monitoring – Seventh Month	\$10,115
Project Management - Seventh Month	\$29,225
<b>SEVENTH MONTH - TOTAL AMOUNT</b>	<b>\$39,340</b>

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**FIRST SITE MONITORING - EIGHTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Michelle Tollett	Background Research	4	\$150	\$600
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$9,225</b>

**SECOND SITE MONITORING - EIGHTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Tarik Hadj-Hamou	Background Research	2	\$220	\$440
	Site Monitoring	10	\$220	\$2,200
	Write-Up	5	\$220	\$1,100
<b>TOTAL COSTS</b>				<b>\$10,115</b>

**PROJECT MANAGEMENT- EIGHTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
<b>TOTAL COSTS</b>				<b>\$14,225</b>

**SUMMARY TOTAL - EIGHTH MONTH**

ACTIVITY	COSTS
First Site Monitoring – Eighth Month	\$9,225
Second Site Monitoring - Eighth Month	\$10,115
Project Management - Eighth Month	\$14,225
<b>EIGHTH MONTH - TOTAL AMOUNT</b>	<b>\$33,565</b>

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**FIRST SITE MONITORING - NINTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Steven O'Neil	Background Research	2	\$150	\$300
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$8,925</b>

**PROJECT MANAGEMENT- NINTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
<b>TOTAL COSTS</b>				<b>\$14,225</b>

**SUMMARY TOTAL - NINTH MONTH**

ACTIVITY	COSTS
First Site Monitoring – Ninth Month	\$8,925
Project Management - Ninth Month	\$14,225
<b>NINTH MONTH - TOTAL AMOUNT</b>	<b>\$23,150</b>

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**FIRST SITE MONITORING - TENTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Steven O'Neil	Background Research	2	\$150	\$300
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$8,925</b>

**SECOND SITE MONITORING - TENTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Tarik Hadj-Hamou	Background Research	2	\$220	\$440
	Site Monitoring	10	\$220	\$2,200
	Write-Up	5	\$220	\$1,100
<b>TOTAL COSTS</b>				<b>\$10,115</b>

**PROJECT MANAGEMENT- TENTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	Quarterly Report	24	\$190	\$4,560
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
	Quarterly Report	24	\$185	\$4,440
<b>TOTAL COSTS</b>				<b>\$23,225</b>

**SUMMARY TOTAL - TENTH MONTH**

ACTIVITY	COSTS
First Site Monitoring – Tenth Month	\$8,925
Second Site Monitoring - Tenth Month	\$10,115
Project Management - Tenth Month	\$23,225
<b>TENTH MONTH - TOTAL AMOUNT</b>	<b>\$42,265</b>

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**FIRST SITE MONITORING - ELEVENTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Michelle Tollett	Background Research	2	\$150	\$300
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$8,925</b>

**PROJECT MANAGEMENT- ELEVENTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	CAC Prep and Meeting	8	\$190	\$1,520
Mike Lindsay	Project Management	12	\$185	\$2,220
	Report Write-Up	15	\$185	\$2,775
<b>TOTAL COSTS</b>				<b>\$14,225</b>

**SUMMARY TOTAL - ELEVENTH MONTH**

ACTIVITY	COSTS
First Site Monitoring – Eleventh Month	\$8,925
Project Management - Eleventh Month	\$14,225
<b>ELEVENTH MONTH - TOTAL AMOUNT</b>	<b>\$23,150</b>

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**FIRST SITE MONITORING - TWELFTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Tarik Hadj-Hamou	Background Research	2	\$220	\$440
	Site Monitoring	10	\$220	\$2,200
	Write-Up	5	\$220	\$1,100
<b>TOTAL COSTS</b>				<b>\$10,115</b>

**SECOND SITE MONITORING - TWELFTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
James Aidukas	Background Research	2	\$190	\$380
	Site Monitoring	10	\$190	\$1,900
	Write-Up	5	\$190	\$950
Mike Lindsay	Background Research	2	\$185	\$370
	Site Monitoring	10	\$185	\$1,850
	Write-Up	5	\$185	\$925
Steven O'Neil	Background Research	2	\$150	\$300
	Site Monitoring	10	\$150	\$1,500
	Write-Up	5	\$150	\$750
<b>TOTAL COSTS</b>				<b>\$8,925</b>

**PROJECT MANAGEMENT - TWELFTH MONTH**

STAFF	ACTIVITY	HOURS	HOURLY RATE	COSTS
Betsy Lindsay	Project Management	12	\$215	\$2,580
James Aidukas	Project Management	12	\$190	\$2,280
	Report Write-Up	15	\$190	\$2,850
	Quarterly Report	24	\$190	\$4,560
	CAC Prep and Meeting	8	\$190	\$1,520
	Project Management	12	\$185	\$2,220
Mike Lindsay	Report Write-Up	15	\$185	\$2,775
	Quarterly Report	24	\$185	\$4,440
	<b>TOTAL COSTS</b>			

**SUMMARY TOTAL - TWELFTH MONTH**

ACTIVITY	COSTS
First Site Monitoring - Twelfth Month	\$10,115
Second Site Monitoring - Twelfth Month	\$8,925
Project Management - Twelfth Month	\$23,225
<b>TWELFTH MONTH - TOTAL AMOUNT</b>	<b>\$42,265</b>

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**YEAR ONE**

**TOTAL COST SUMMARY FOR MITIGATION MONITORING AT CHIQUITA LANDFILL**

<b>ACTIVITY</b>	<b>COST</b>
Initial Kick-off Meeting with County Representatives (once)	\$5,970
Initial Site Visit with Landfill Operator (once)	\$4,440
<b>TOTAL AMOUNT</b>	<b>\$10,410</b>
<b>MONTHLY (During Contract Duration)</b>	
First	\$33,640
Second	\$33,565
Third	\$32,353
Fourth	\$42,265
Fifth	\$31,990
Sixth	\$33,265
Seventh	\$39,340
Eighth	\$33,565
Ninth	\$23,150
Tenth	\$42,265
Eleventh	\$23,150
Twelfth	\$42,265
<b>TOTAL AMOUNT</b>	<b>\$410,813</b>

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**STANDARD RATE SCHEDULE - UltraSystems Environmental**

PROFESSIONAL STAFF	HOURLY RATE	
Principal	\$215	
Project Director	\$215	
Senior Project Manager	\$190	
Deputy Project Manager	\$185	
Senior Principal Engineer	\$190	
Scientist/Engineer	\$185	
Senior Biologist II	\$150	
Senior Biologist I	\$145	
Staff Biologist II	\$140	
Staff Biologist I	\$135	
Biological Monitor	\$120	
Senior Planner	\$145	
Associate Planner	\$140	
Planner/Environmental Analyst	\$135	
Cultural Resources Manager	\$150	
Archaeologist	\$145	
Paleontologist	\$145	
Cultural Monitor	\$120	
GIS Manager	\$125	
GIS Technician	\$120	
Word Processor	\$90	
FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	\$5	\$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	\$15	\$60
Garmin GPS (non-Trimble)	\$5	\$20
iPad Data Tablet	\$25	\$100
Kestrel Anemometer (or equivalent)	\$5	\$20
Photoionization detector (PID) or equivalent	\$100	\$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	\$110	\$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	\$65	\$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	\$120	\$560
XRF Analyzer	\$95	\$380

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above.

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**STANDARD RATE SCHEDULE - SLR INTERNATIONAL**

<b>PROFESSIONAL SERVICES</b>	<b>Hourly Rate</b>
Senior Principal (Engineer, Scientist, Consultant)	\$255
Principal (Engineer, Scientist, Consultant)	\$220
Project Manager (Engineer, Scientist, Consultant)	\$200
Associate (Engineer, Scientist, Consultant)	\$180
Senior (Engineer, Scientist, Consultant)	\$160
Senior Staff (Engineer, Scientist, Consultant)	\$140
Staff (Engineer, Scientist, Consultant)	\$120
CAD Operator	\$100
Senior Technician	\$95
Staff Technician	\$85
Administrative/Clerical	\$80
<b>DIRECT CHARGES</b>	<b>RATE</b>
Vehicle Mileage	IRS Standard Rate
Subcontractors, Vendors, and other Expenses	Actual Cost + 12%
Miscellaneous (copy, phone, etc.)	3% of Labor Charges

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**EXHIBIT C**  
**PROJECT SCHEDULE**



## CONTRACTOR'S EEO CERTIFICATION

UltraSystems Environmental Inc.

Contractor Name

16431 Scientific Way, Irvine, CA 92618

Address

33-0623499

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Betsy A. Lindsay, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

## COUNTY'S ADMINISTRATION

### COUNTY PROJECT DIRECTOR:

Name:  Mitch Glaser

Title:  Assistant Administrator

Address:  320 W Temple Street 13<sup>th</sup> Floor, Los Angeles, CA 90012

Telephone:  213-974-4971  Facsimile:

E-Mail Address:  mglaser@planning.lacounty.gov

### COUNTY PROJECT MANAGER:

Name:  Sam Dea

Title:  Supervising Regional Planner

Address:  320 W Temple Street 13<sup>th</sup> Floor, Los Angeles, CA 90012

Telephone:  213-974-6443  Facsimile:

E-Mail Address:  sdea@planning.lacounty.gov

### COUNTY CONTRACT MONITOR:

Name:  Hsiao-Ching Chen

Title:  Contract Manager

Address:  320 W Temple Street 13<sup>th</sup> Floor, Los Angeles, CA 90012

Telephone:  213-974-6559  Facsimile:

E-Mail Address:  [hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov)

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** UltraSystems Environmental Inc.

**CONTRACTOR'S PROJECT MANAGER:**

Name: Jim Aidukas

Title: Senior Project Manager

Address: 16431 Scientific Way, Irvine, CA 92618

Telephone: 949-788-4900

E-Mail Address: jaidukas@ultrasystems.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Betsy A. Lindsay

Title: President

Address: Same as Above

Telephone: 949-788-4900

E-Mail Address: blindsay@ultrasystems.com

Name: Mike Lindsay

Title: Deputy Project Manager

Address: Same as Above

Telephone: 949-788-4900

E-Mail Address: mlindsay@ultrasystems.com

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME UltraSystems Environmental Inc. Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: Betsy Lindsay

POSITION: President

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



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# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

