

## JOINT EXERCISE OF POWERS AGREEMENT

THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES  
SUNSHINE CANYON LANDFILL LOCAL ENFORCEMENT AGENCY

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of May 12, 2008, is made by and between the County of Los Angeles and the City of Los Angeles.

### WITNESSETH:

WHEREAS, each of the Contracting Parties desires to enter into a joint exercise of powers agreement providing for the creation of a separate entity known as the Sunshine Canyon Landfill Local Enforcement Agency (hereinafter "SCL-LEA"), separate from the Contracting Parties under Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500) (the "Act") to establish and maintain a state-certified Local Enforcement Agency (hereinafter "LEA") to locally regulate the combined operation of the Sunshine Canyon Landfill in compliance with state law and regulations;

WHEREAS, the Sunshine Canyon Landfill (hereinafter "SCL") is a real property located at 14747 San Fernando Road, Sylmar, California 91324 and shall be known as "the Property" and is located within both the jurisdictions of the unincorporated area of Los Angeles County and the incorporated area of the City of Los Angeles, as more particularly described in Exhibit A which is attached hereto;

WHEREAS the landfill operator, Allied Waste Industries, operating as Browning Ferris Industries (hereinafter "BFI"), is seeking to operate the SCL as one entity in both jurisdictions and has prepared, submitted and received land use entitlements from both the County of Los Angeles and the City of Los Angeles to do so subject to BFI's compliance with conditions contained within those entitlements;

WHEREAS, BFI operates the SCL within the City under a solid waste facilities permit (hereinafter "SWFP") issued by the City of Los Angeles' LEA, and the SCL within the unincorporated territory of the County under a SWFP issued by the County's LEA;

WHEREAS, BFI desires to operate the SCL under one single SWFP ("Combined SWFP") that would apply to both jurisdictions;

WHEREAS, the Property requires a SWFP issued by a certified LEA with concurrence by the California Integrated Waste Management Board ("CIWMB"), as required by the Integrated Waste Management Act of 1989, as amended, together with attendant regulations (hereinafter "IWMA");

WHEREAS, the Contracting Parties desire to form one single certified SCL-LEA under Public Resources Code (hereinafter "PRC") Sections 44002, *et. seq.*, to receive and process the application, and issue the Combined SWFP;

WHEREAS, the SCL-LEA will permit and inspect the Property and enforce applicable laws and regulations at the Property to protect the public health and the environment;

WHEREAS, the City LEA and County LEA are currently qualified by technical expertise and experience, and shall be sufficiently staffed, including necessary resources, to carry out the activities related to the inspection, permitting, enforcement and complaint investigation of the operations at the SCL;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, each of the Contracting Parties does hereby agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01 Definitions.** Unless the context otherwise requires, the words and terms defined in this Article shall have the following meanings for the purposes of this Agreement:

“Agreement” means this Joint Exercise of Powers Agreement.

“Board” means the Board of Directors of the Sunshine Canyon Landfill Local Enforcement Agency as described in Section 2.01 of this Agreement.

“CEO” means the Chief Executive Officer of the County.

“Chairperson” means the Chairperson of the Board of Directors of the Sunshine Canyon Landfill Local Enforcement Agency.

“City” means the City of Los Angeles, California, a municipal corporation.

“City LEA Director” means the General Manager of the City of Los Angeles Environmental Affairs Department or his/her designee.

“Contracting Parties” means the County and the City.

“Councilmember” means a member of the City Council for the City.

“County” means the County of Los Angeles, California, a public body corporate and politic and a political subdivision of the State of California.

“County LEA Director” means the Director of the Department of Public Health of the County of Los Angeles or his/her designee.

“County Supervisor” means a member of the Board of Supervisors for the County of Los Angeles

“Directors” means the members of the Board appointed or selected pursuant to Article II of this Agreement.

“Property” means those parcels of real property that comprise the Sunshine Canyon Landfill, which are more particularly described on Exhibit A which is attached to this Agreement.

“State” means the State of California.

## ARTICLE II

### GENERAL PROVISIONS

**Section 2.01 Board of Directors.** The SCL-LEA shall be administered by a Board of Directors consisting of five (5) Directors, including a Chairperson. The Director of the Department of Public Health of the County of Los Angeles or his/her designee shall serve as a director for the SCL-LEA. The City of Los Angeles Environmental Affairs Department General Manager or his/her designee shall serve as a second director for the SCL-LEA. The Los Angeles County Board of Supervisors shall appoint a third director. The Los Angeles City Council shall appoint a fourth director. The City LEA Director and the County LEA Director shall mutually nominate a member of the public (hereinafter "Public Director") to be the fifth director subject to unanimous approval by the other directors of the SCL-LEA Board of Directors. The Public Director shall be a registered civil engineer licensed in California with professional experience dealing with public policy, legal/regulatory matters, and environmental issues related to waste disposal and landfill management.

**Section 2.02 Terms of Directors.** The terms shall be as follows:

- (a) The term of the County LEA Director will be coterminous with such Director's term of office as Director of Public Health of the County or until such time as this Agreement is terminated, whichever occurs first. The term of the City LEA Director will be coterminous with such Director's term of office as General Manager of the City Environmental Affairs Department or until such time as this Agreement is terminated, whichever occurs first. In the case of a vacancy in the office of the County LEA Director or City LEA Director, the person serving as the interim director of the County LEA or the City LEA, respectively, or his/her designee shall serve as a director on the Board of the SCL-LEA (but not as Chairperson of the Board) until such time as the office within the County LEA or the City LEA is filled.
- (b) Appointees of the Board of Supervisors and the City Council will serve for two (2) years, unless removed sooner by their respective appointing agencies, after which time new members may be selected or each current member's appointments may be renewed.
- (c) The first Public Director will serve for two (2) years, after which time a new Public Director may be nominated and voted upon or the current Public Director re-nominated and voted upon.

**Section 2.03 Vacancy Provisions**

In the case of a vacancy in a membership position on the Board, the vacancy shall be promptly filled by appointment or selection thereto by the same party or parties that made the original appointment or selection.

**Section 2.04 Meetings of the Board.**

- (a) Regular Meetings. Meetings of the Board may be called by the Chairperson or any two (2) Directors. The Board shall hold at least one regular meeting each year at which time the Board will review and evaluate the activities of the SCL-LEA and resolve any issues agendized for the meeting.
- (b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code or any successor provision thereto.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in

accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code) or any successor provision thereto.

**Section 2.05 Minutes.** The Secretary shall cause minutes to be kept of the Board of Directors' meetings and a copy of the minutes shall be forwarded to each director.

**Section 2.06 Voting.** Each Director, including the Chairperson, shall have one (1) vote.

**Section 2.07 Quorum; Required Votes; Approvals.** The presence of four (4) voting Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of four (4) directors shall be required in order for the Board to take any action, unless a greater number is required by law or by this Agreement for any specific action.

**Section 2.08 Bylaws.** The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

**Section 2.09 Compensation of Directors:**

The SCL-LEA shall pay an allowance of \$75.00 to each director per meeting of the Board that the Director attends. In addition, when required to travel in the performance of his or her duties, each director shall be reimbursed by the SCL-LEA for all necessary travel expenses, including transportation, meals and lodging, in accordance with the then current applicable provisions of Chapter 5.40 of Title 5 of the Los Angeles County Code, as amended from time to time.

### ARTICLE III

#### CHAIRPERSON, DIRECTORS AND OFFICERS

**Section 3.01 Chairperson.** The initial Chairperson of the Board shall be either the City Environmental Affairs Department General Manager or his/her designee, or the County Director of the Department of Public Health or his/her designee, as determined by a vote of the Board, and shall serve for a period of one (1) year. This position as Chairperson shall alternate between the County Director of Public Health and the City General Manager of Environmental Affairs on an annual basis. The Chairperson shall also perform such other duties as may be imposed by the Board.

**Section 3.02 Directors.** The Directors of the Board shall perform the duties normal to said position, including but not limited to the promulgation and adoption of bylaws, rules, regulations, policies and practices of the SCL-LEA.

**Section 3.03 Secretary.** The Secretary shall be the City or County LEA Director who is not serving as Chairperson. The Secretary shall maintain and distribute the meeting minutes of the Board and shall cause a copy of this Agreement to be filed with the Secretary of State pursuant to Section 6503.5 of the Government Code.

**Section 3.04 Auditor-Controller and Treasurer.** The Los Angeles County Auditor-Controller and County Treasurer are hereby designated as the Auditor-Controller and Treasurer of the SCL-LEA. The County Auditor-Controller and Treasurer shall assure strict accountability of all funds and reporting of all receipts and disbursements of the SCL-LEA. The SCL-LEA budget shall include reimbursement of costs incurred by the Auditor-Controller and the County Treasurer.

## ARTICLE IV

### DUTIES AND POWERS

**Section 4.01 General Duties.** The SCL-LEA shall be responsible for permitting, on-going regulation, closure and post-closure and enforcement of applicable laws and regulations under the IWMA, the PRC, and State Minimum Standards with regard to the Property, including to perform all functions of an LEA pursuant to the IWMA and the regulations of the CIWMB in a manner consistent with an Enforcement Program Plan substantially in the form attached hereto as Exhibit B (the "EPP"). Notwithstanding the foregoing, the EPP shall meet the requirements of 14 CCR 18077, which requires approval by the CIWMB. .

**Section 4.02 General Powers.** The SCL-LEA shall exercise in the manner herein provided any of the powers that are common between the Contracting Parties and necessary for the accomplishment of the purposes of this Agreement.

**Section 4.03 Additional Powers.** The SCL-LEA shall have all powers provided in Joint Exercise of Powers Act (Government Code sections 6500, *et seq.*), powers provided to a certified Local Enforcement Agency IWMA and any other applicable law now in effect or hereafter enacted.

**Section 4.04 Manner of Exercising Power.** The powers of the SCL-LEA shall be exercised in the manner provided in the Joint Exercise of Powers Act and those additional powers set forth herein. The SCL-LEA shall be subject to the restrictions upon the manner of exercising power of the County of Los Angeles (Government Code section 6509).

**Section 4.05 Obligations of SCL-LEA.** The liabilities and obligations of the SCL-LEA shall not be deemed liabilities or obligations of either of the Contracting Parties.

**Section 4.06 Separate Entity and Insurance.** The SCL-LEA is a separate legal entity from each of the Contracting Parties. The SCL-LEA may procure general liability insurance, pollution liability insurance and other forms of insurance, as the Board shall approve.

## ARTICLE V

### CONTRIBUTIONS, ACCOUNTS, FUNDS AND REVENUE PARTICIPATION

**Section 5.01 Contributions.** The Contracting Parties may: (a) make contributions from their treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; or (d) use their respective personnel, equipment or property in lieu of other contributions or advances.

**Section 5.02 Funds.** Subject to the applicable provisions of any instrument or agreement into which the SCL-LEA may enter that otherwise may provide for a trustee to receive, have custody of and disburse SCL-LEA funds, the Treasurer of the SCL-LEA shall receive, have custody of and disburse SCL-LEA funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. Any and all funds designated for the operation of the SCL-LEA, shall be maintained by the Auditor-Controller and Treasurer in an interest bearing trust account or fund.

**Section 5.03 Personnel and Equipment.** The Contracting Parties may agree to provide, at the discretion of their respective governing bodies, personnel and equipment at their own cost and expense, to carry out any of the provisions or purposes of this Agreement.

**Section 5.04 Audits and Reports.** For any given quarterly period of the SCL-LEA's fiscal year the Auditor-Controller of the SCL-LEA will render an accounting of expenses and revenues related to the Annual Budget (Section 5.06) and Recovery of Costs (Section 5.07) to the Contracting Parties. The Auditor-Controller shall make or contract for an annual audit of the accounts and records of the SCL-LEA.

**Section 5.05 Inspection of Records.** At any time during normal business hours and as often as any of the Contracting Parties deem necessary, the SCL-LEA shall make available to the Contracting Party(ies) for examination, at reasonable locations within the City of Los Angeles, all of the data and records with respect to the SCL-LEA and all matters covered by this Agreement.

**Section 5.06 Annual Budget.** The SCL-LEA will establish an annual budget, independent from the budgets of the City and County, reflecting all operating costs incurred by the SCL-LEA, including but not limited to staff, equipment, specialized contracts, legal services, accounting and audit responsibilities, treasury services, and public outreach related to regulatory compliance of the SCL.

**Section 5.07 Recovery of Costs.** The SCL-LEA will invoice the operator of the property for full recovery of all costs incurred by the SCL-LEA.

## ARTICLE VI

### TERM

**Section 6.01 Term.** This Agreement shall become effective on the date that this Agreement has been approved by both Contracting Parties, and shall continue until the later of thirty (30) years after the certified closing of the SCL unless otherwise extended or terminated by the Contracting Parties in accordance with Section 6.02 of this Agreement. At the conclusion of the term of this Agreement under the foregoing provision, the contracting parties will jointly evaluate the further need for a local enforcement agency to continue to regulate the SCL and shall consider extending this Agreement for said purpose.

**Section 6.02 Termination.** This Agreement may be terminated only by written notice from one of the Contracting Parties to the other Contracting Party, and with notification to the CIWMB, with a minimum of 180 days prior notice. In the event that the SCL-LEA has outstanding debts, liabilities or obligations, such debts, liabilities or obligations must be satisfied or provided for prior to termination of this Agreement.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

**Section 7.01 Notices.** Whenever a notice is required under this Agreement, such notice shall be in writing and shall be deposited in the United States Mail to the addresses specified below, unless a change of address notice has been provided to the Contracting parties and those entitled to copies, as initially listed below. Notice shall be legally effective 48 hours after deposit. Any change of address shall be given in writing in accordance with this Section.

County of Los Angeles  
Executive Officer/Clerk of the Board of Supervisors  
Room 383  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Attn: Sachi Hamai

County of Los Angeles  
Third Supervisorial District  
Eighth Floor  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Attn: Alisa Katz, Chief Deputy

County of Los Angeles  
Fifth Supervisorial District  
Eighth Floor  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Attn: Kathryn Barger, Chief Deputy

County of Los Angeles  
Chief Executive Officer  
Room 713  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Attn: Lari Sheehan, Deputy Chief Executive Officer

Office of the Mayor  
City of Los Angeles  
200 North Spring Street, Suite  
Los Angeles, CA 90012  
Attn: Nancy Sutley, Deputy Mayor for Energy and the Environment

Los Angeles City Council  
Council District 12  
200 North Spring Street Suite 405  
Los Angeles, CA 90012  
Attn: Councilmember Greig Smith

**With copies to:**

City of Los Angeles  
City Hall, Room 255  
200 North Spring Street  
Los Angeles, California  
Attn: Chief Legislative Analyst

Los Angeles City Attorney's Office  
200 North Main Street Mail Stop 140  
Los Angeles, CA 90012  
Attn: Keith Pritsker

Office of the County Counsel  
County of Los Angeles  
500 West Temple Street  
Los Angeles, CA 90012  
Attn: Frederick Pfaeffle

City of Los Angeles Environmental Affairs Department  
Local Enforcement Agency  
200 North Spring Street Room 1905  
Los Angeles, CA 90012  
Attn: Wayne Tsuda, Director

County of Los Angeles  
Department of Public Health  
Environmental Health  
Local Enforcement Agency  
5050 Commerce Drive  
Baldwin Park, CA 91706  
Attn: Iris Aguirre, Chief, R.E.H.S.

Browning Ferris Industries  
Sunshine Canyon Landfill  
14747 San Fernando Road  
Sylmar, CA 91324  
Attn: Dave Hauser, General Manager

**Section 7.02 Section Headings.** All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or defining or limiting the scope of any provision of this Agreement.

**Section 7.03 Consent.** Whenever in this Agreement any consent or approval is required it shall be made in writing.

**Section 7.04 Law Governing.** This Agreement is made in the State of California under the constitution and laws of the State of California and is to be so construed and interpreted in accordance with the laws of the State of California. Any legal disputes arising from or related to this Agreement shall be resolved in the State of California by an administrative or judicial body.



**Section 7.05 Amendments.** This Agreement may be amended at any time, or from time to time, by written agreement executed by the Contracting Parties.

**Section 7.06 Enforcement by SCL-LEA.** The SCL-LEA is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by State law.

**Section 7.07 Severability.** Should any part, term or provision of this Agreement be deemed by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby and shall remain in full force and effect.

**Section 7.08 Waiver.** Neither the failure nor the delay by any party hereto in exercising any right, power or privilege will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege.

**Section 7.09 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute one and the same Agreement.

**Section 7.10 Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Contracting Parties, respectively. No Contracting Party may assign any right or obligation hereunder without the written consent of the other Contracting Party.

**Section 7.11 Privileges and Immunities.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits that apply to the activities of officers, agents or employees of the Contracting Parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to all persons performing their respective functions and duties on behalf the of the SCL-LEA to the same degree and extent while engaged in the performance of any of the functions and duties of such officers, agents or employees extraterritorially under this Agreement.

**Section 7.12 Fiscal Year.** The fiscal year of the SCL-LEA, unless and until changed by the SCL-LEA, shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

**Section 7.13 Legal Services.** The County Counsel and the City Attorney shall be and act as attorneys for the SCL-LEA. In the event both are precluded from acting because of a conflict of interest or other legal impediment, the SCL-LEA may contract to employ independent counsel to advise and/or represent the SCL-LEA and the costs of independent counsel shall be incurred by the SCL-LEA. Any such costs thereof shall be recovered from funding established for this purpose under Section 5.06.

**Section 7.14 Further Assurances.** The Contracting Parties agree, promptly upon request, to furnish, execute and deliver to each other all such further information, and to perform or refrain from performing all such actions, as the requesting Contracting Parties may reasonably request for the purpose of carrying out the intent of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their authorized officers and their official seals to be affixed hereto as of the date first herein above written.

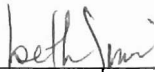
County of Los Angeles



Jonathan E. Fielding, M.D., M.P.H.  
for Director and Health Officer  
Department of Public Health

Date: 4-24-08

City of Los Angeles

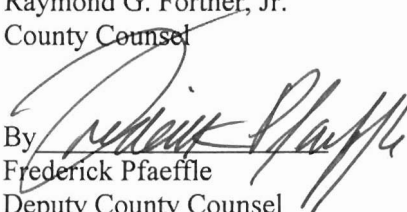


Dietrich B. Allen, General Manager  
for Environmental Affairs Department

Date: 5-12-08

APPROVED AS TO FORM:


Raymond G. Fortner, Jr.  
County Counsel

By   
Frederick Pfaeffle  
Deputy County Counsel

Date: 5/13/08

APPROVED AS TO FORM <sup>KWP</sup> AND CONTENT:

Rockard J. Delgadillo  
City Attorney

By   
Keith W. Pritsker  
Deputy City Attorney

Date: 5-13-08

[Signatures continue on next page]