Docusign Envelope ID: OF62DFC5-F645-4375-B199-21592BC4F1 ES

COOPERATIVE AGREEMENT BETWEEN THE CITY OF BREA AND THE COUNTY OF ORANGE REGARDING THE OLINDA ALPHA LANDFILL

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into on this day of _ — . , 2024 by and between the City of Brea, a General Law City in the Srate of Califoi'nia ("City") and the County of Orange, a political subdivision of the State of California, through its OC Waste & Recycling department ("County"), through their respective legislative bodies. City and County may be herein referred to individually as a "Party" or collectively as the **"Parties."**

WHEREAS, the Orange County Board of Supervisors approved Final Environmental Impact Report Number 588 for the Olinda Alpha Landfill ("Landfill") on April 17, 2007 (Final EIR 588), which analyzed the significant environmental impacts and provided mitigation measures for the continued operation of the Landfill until the Physical Key Design Parameters are reached;

WHEREAS, Addendum No. 5 to Final EIR 588 was Certified and Filed on March 31, 2014, which analyzed the impacts associated with the Management of High Tonnage Days at the Landfill and the Landfill's acceptance of up to I0,000 tons per day for up to 36 days per year;

WHEREAS, County and City are Parties to the Cooperative Agreement between the City of Brea and the County of Orange Regarding the 01 inda Alpha Landfi II dated July 14, 2009 ("2009 Agreement") which addressed their interests regarding the Landfill, and sought to compensate City for all costs and impacts incu1Tcd by City related to the operation of the Landfill through the previously anticipated Landfill closure date of December 31, 2021, and included a provision that Landfill operations shall be limited to an annual average of 7,000 tons/day of municipal solid waste ("MSW");

WHEREAS, in accordance with the tc1111s of the 2009 Agreement, County notified City that the Landfill had not reached its permitted capacity of 1,415 feet average mean sea level ("amsl") and that County intended to continue to operate the Landfill beyond December 31, 2021 and County and City entered into discussions regarding a potential amendment of the 2009 Agreement to reflect cu1Tcnt circumstances and changes in law, which led to this Agreement

WIIEREAS, Addendum No. 6 to Finul EIR 588 was Certificd and Filed on December 22, 2020, which analyzed the impacts associated with the continued operation of the Landfill until the Physical Key Design Parameters for the Landfill arc reached, estimated at the time to occur by December 31, 2036, due to the Landfill filling up more slowly than originally anticipated;

WTIEREAS, the Landfill has an approved till design elevation of 1,415 feet amsl as reflected in Final EIR 588 and the Landfill's July 8, 2021 Solid Waste Facility Permit ("SWFP"):

WHEREAS, the SWFI' authorizes the Landfill to accept a maximum daily permitted --, tonnage of 8,000 tons/day of MSW for 271 days/year and I 0,000 tons/day of MSW for 36 days/year and estimates cessation of Disposal Operations at the Landfill in 2036, based on the Landfill operation reaching the final approved fill design elevation of 1,415 feet amsl; ··

WHEREAS, the Patties executed Amendment Number One to Cooperative Agreement on Apri l 28, 201 6 ("2016 Amendment"), which increased Host Fees paid to City for Out-of-County Waste and established payment of up to $25,000 per fisca l year for environmental education programs to be developed cooperatively between City and County; and

WHEREAS, the Parties desire to enter into a new Cooperative Agreement to replace the 2009 Agreement and the 201 6 Amendment, and restate their rights and obligations regardi ng the Landfi ll in one document that reflects recent legislative changes and other matters of mutual concem of the Part ies.

NOW, THEREFORE, THE PARTIES AGR EE AS FOLLOWS:

A. Definitions

1. City Accepta ble Waste: All Acceptable Waste (as that tc11n is used i n the Ju ly 23, 2009 WDA (defined below) executed by the Parties or i n a WISE Agreement (defined bel ow) subsequently executed by the Parties) which was origi nally discarded by the first generator thereof with i n the geographical limi ts of City. City Acceptable Waste i ncludes organic material that is ultimately diverted from the Land till.

2. Closure and Post Closure Operations: Landfill operations associated wi th performance of all Landfi ll closure and post closure reqt1irements, includi ng but not limited to those found in 40 Code of Federa l R egu l ations ("CFR"), Part 258, Subpart F, as that Code pertai ns to Closure and Post Closure Operations. These activities are antici pated to extend beyond the estimated Disposa l Closure Date of December 3I , 2036.

3. Disposal Closure Date.: The date upon which the Landfill has met: (i) the approved fi ll design as stated i n Landfill Environmenta l Documents (defined below) and the SWFP; and (i i) the requ irements found i n 40 CFR, Part 258, Subpart F, as that Code pertai ns to Closure and Post Closure Operations. The Landfi ll is cun-cntly estimated to reach its approved fi ll design elevation of 1,415 feet amsl on December 31 , 2036.

4. Pisposal Operations: Landfill operati ons associated wi th the acceptance and burial of Disposed Municipal Landfill Waste at the Landfill. These activi ties are expected to end upon the Landfill reachi ng its approved fill design elevati on of 1,41 5 amsl.

5. Disposed Municipal Landfi ll Waste: Amount of non-Exempt Waste that is ulti mately disposed of and buried at the Landfil l. Tonnage in this category i s tracked and calcu lated i n connection wi th City's Host Fee as provided i n Section H of this Agreement.

6. Piversion Operations: Landfi ll operations associated wi th the acceptance, processing and the u l ti mate diversion off-si te oforganic and other material initiated to comply with current and fi.tture legislat ion (i ncluding other organic diversion

requirements that may be initiated). These activities arc anticipated to extend beyond the estimated Disposal Closure Date of December 31, 2036.

7. Exempt Waste: Material that is accepted al the Landfill free of charge or beneficiall y used on-site. Exampl es of Exempt Waste include but are not l imited to soi l, crnshed asphalt, road base, material recovery facil i ty ti nes, processed green material , compost, food waste, source separated organics, and mattresses.

8. Host Fee: An annual amount paid to City for Disposed Mun icipal Landfi ll Waste, Organic Material, and other inbound diverted materia l at the Landfi ll exclud ing City Acceptable Waste and Exempt Waste as rcllcctcd i n Section H of this Agreement.

9. Landfill: The Ol inda Alpha Land fill l ocated at 1942 N. Valencia Avenue, Brea, CA 92823.

10. Landfi ll Envi ronmental Documents: Fina l E IR 588, Addendum No. 5 to Fina l ETR 588, Addend um No. 6 to Fina l EIR 588 and any associated Joi n t Technical Documents, Attachments or Exhi bits to those documents.

11. Mitil:at i on Measures: All County act ions taken to mi ti gate i mpacts caused by operations at the Landfill includ i ng but not l im i ted to efforts taken pursuant to appl icabl e E!Rs, past agreements and payment of host fees and equi t y payments and other consideration as provided in this Agreement.

12. Physica l K ey Desi gn Parameters: The approved land fi ll design as provi ded in the Landfill Envi ronmental Documents and the SWFP, which iden tify the Landti ll's permi tted area, design capacity, maximum elevation, maxi mu m disturbance l imi ts and waste depth.

13. SWFP: Ju l y 9, 2021 Solid Waste Facili ty Permi t for the Land fi ll or any successor Solid Waste Facility Permit issued for the Landfi ll.

14. WDA: Waste Disposa l Agreement.

15. WISE Agreemen t: Waste Infrastructure System En hancemen t Agreement.

8. .Public Health and Safety

County agrees it is responsi ble for the proper operat ion, maintenance, and moni tori ng of the acti vities that take place at the Land fill. Land fi ll operations shall be enforced lo ensure pu bl ic hea lth and safely are protected. County agrees lo the following cond itions which are provided to achieve the conti nued environmentally safe operations at the Landfill.

I. Adherence to State Standards:

a. County wi ll conduct all activities at the Landfi ll in compl iance wi th appl icable laws.

b. The Landfill will continue to be operated in conformity with State regulations for a Class III landfill as contained in the applicable Chapters and Sections of the California Code of Regulations ("CCR"), Title 14, Title 23 and Title 27, and will be subject to regulatory enforcement actions, fines and/or other sanctions in the event of nonconformity, Strict adherence to applica ble regulatory standards is the legal responsibility of County.

2. Surface and Groundwater Quality:

a. Desiltation basins, surface. water quali ty sampling, and hazardous and toxic materials management procedures will be established and maintained to reduce nonpoint source pollutio11 discharges to "the maximum extent practicable." All applicable Best Management Practices ("BMPs") shall continue to be implemented at the Landfill.

b. All Surface and Groundwater Hydrology and Water Quality Mitigation Measures found in the Landfill Environmental Documents shall be followed.

c. County shall meet all applicable National Pollutant Discharge Eli mination System ("NPDES") standards.

3. Methane Collection, Migration and Control Systems:

n. Activities at the Landfill shall be conducted under and in compliance with: (i) South Coast Air Quality Management District ("SCAQMD") Ruic 1 150.1; (ii) the regulations in CCR Titles 14, 23, and 27; and (iii) other applicable mies and regulations.

b. County will monitor and maintain the peripheral monitoring probes as required by the Local Enforcement Agency ("LEA") and SCAQMD to detect lateral gas migration.

c. County will monitor and maintain n gas collection system per requirements set forward by SCAQMD and the California Department of Resources Recycling and Recovery ("CalRecycle").

4. J-Iaznrdous Waste Exclusion and Training:

a. County will continue operating a load check program as identified in CCR Titles 14, 23, and 27.

b. Hazardous matcdals removed shall be stored in compliance with State requirements.

c. County shall defend, indemnify and hold City harmless regarding Landfill related hazardous materials cleanup to the extent permissible by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). This indemnity is intended to operate as an agreement pursuant

to §107(c) of CERCLA, 42 U.S.C. §9607(c), and California Health and Safety Code § 79860, to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, the Resource Conservation and Recovery Act ("RCRA"), other statutes or common Jaw from any and all matters addressed in this subsection, and shall be limited to the extent of City's liability. This provision slrnll survive the expiration or termination of the Agreement.

d. County will ensure that operating personnel are trained in accordance with CCR Title 8, section 5192(e)(3) or as otherwise required by law.

C. Operating Procedures

County will manage Landfill operations in compliance with all applicable law and regulation including the Joint Technical Document and will use BMPs including, but not limited to:

1. Operational Hours: Except as provided in Section C(2) of this Agreement, County will comply with operating homs as set in the Landfill's SWFP which currently authorizes receipt of refuse from 6:00 a.m. to 4:00 p.m. Monday through Saturday.

2. Consideration of Alternative Operations and Operntional Hours: Within one year of execution of this Agreement, County agrees to initiate an evaluation of available options to further limit Landfill tratlic and noise impacts in City's teJTitory, and County shall diligently undertake such evaluation until completion. County's evaluation will be shared with City and will include consideration of the operntional and financial impacts of identified options and shall include but not necessarily be limited to:

   a. Reducing Saturday operating hours for receipt of refuse from 8:00 a.m. to 3:00 p.m.

   b. Limiting Saturday operations to residential self-haul disposal and other apprnvcd material meant for processing and/or diversion.

   c. Limiting Saturday disposal to commercial self-haul and residential self-haul and eliminating waste transfer trucks meant for disposal.

   Implementation of alternative operations or operating homs slmll be at the sole discretion of County only after County has considered the impacts on the landfill system as a whole.

3. Waste Disposal: Disposal of waste delivered by the general public at the Landfill will be limited to Orange County residents and businesses. Proof of County residency, business address or a WDA or other contractual right to dispose of waste, is required for use of the Landfill. Out-of-County waste will only be accepted from commercial haulers that have an importation agreement with County.

4. Continuity of Seryices: As the Landfill reaches capacity, i ts ability to accept Disposed Municipal Landfill Waste for disposal per day will decrease. Should capacity exist for this type of d isposal during this time, capacity will be made availa ble to Brea residents in coordination with site activities.

5. Odor and Dust Control: County will employ BMPs to minimize the impact of the Landfill caused by odor and dust.

6. Soil Management/Daily Cover: County may use soil or alternative daily cover ("ADC") as approved by landfill regulators such as the LEA, CalRecycle or the Regional Water Quality Control Board.

7. Litter Control: County will employ BMPs to limit Landfill-related litter impacting communities surroundi ng the Landfill und to compl y with all applicable regulations, including but not limited to:

   a. Notification to haulers of the need to comply with California Highway Patrol and City requirements wi th regard to covering all loads on trash hauling vehicles.

   b. Control of on-site windblown debris..

   c. Implementation of extended litter control provisions in high wind conditions, as defined in Final ElR 588 or as may otherwise be expanded, to ensure proactive litter control.

   d. Routi ne debris cleanup on the Landfi ll Access Road on a schedule of at least once every week.

8. Visibili ty: County will employ operational practices that minimize the visual impact of the Landfill and related operations. Such practices may include use of berms and accelerated front face phasing plans, and strategically placed landscape material.

9. Landscaping:

   a. To minimize the visual impact of the Landfil l, County will use compost, hydrosccd or other appropriate material on all interim slopes.

   b. Coun ty will landscape disturbed areas of the Landfill in compliance with the Landfill Environmental Documents.

   c. A phased interim landscape plan will be developed to continue visual screening of Landfill operations and facilities and to assist in blending. the manufactured slopes with surrounding open space prior to landfill closure.

   d. A final landscaping plan will be prepared by County in consultation with City and will be included in the Closure Plan. The final landscaping plan will include

a seed (or plant) mix consistent with the native slopes in the surrounding region. The seed (or plant) mix will be selected from a plant pallet recommended by a ce1tified biologist and approved for use in the region.

10. Hot-l ines: County agrees to main tai n web-based and telephone systems that community members can access to ask questions or lodge complaints about the Landfill.

11. Closure and Post Closure: County will comply with all applicable Federal and State standai·ds associated with the closure and post-closure of the Landfill upon reaching the approved fill design elevation of 1,415 feet mnsl and as depicted in the Closure and Post-Closure Maintenance Plans includ ing but not li mited to 40 CFR, Part 258, Subpart F.

12. By December 31 , 2033, County will notify City if the tonnage projections for acceptance of Disposed Municipal Landfill Waste indicate that the EIR 588 approved elevation of 1 ,41S feet ams! will not be achieved by the estimated closure date of 2036. If Coun ty determines that disposal operations at the Landfill will extend heyond the estimated closure date, County will provide notice to City of its interest to enter into discussions with City for the sole purpose of determining if an amendment to this Agreement is necessary to compensate City for any unmitigated landfill impacts. Any Host Fee adjustments agreed lo as a resul t of such discussions shall become effective no earlier than December 31, 2036.

D. Access

I. The designated access route for a ll commercial waste haul i ng vehicles traveling to the Landfill is from State Route 57 via Imperial Highway, Valencia Avenue, and the Olindu Alpha Land fill Access Road unless otherwise modified by the mutual agreement of the Parties.

2. County shall prepare and have ready for periodic distribution a statement i ndicating the designated access route. These arc to be periodically handed to each incomi ng hauler and shall inc.lude a map clearly designating the approved access routes. This route will be designated as the only permissi ble route to be used by commercial waste hauling vehicles traveling to the Landfill.

3. County will post signs and/or provide information directly to commercial waste hauling drivers informing them about the designated access route.

E. Road Rehabilitation and Maintenance

County's responsibility for in-City roacl improvements, rehabilitation and maintemmce is satisfied by past Mitigation Measures and the lenns found i n Section I-I of this Agreement. County has no other obligation for City roads.

F. Landfill Tonnage Limitations

1. County shall use a weigh station to monitor daily tonnage volumes at the Landfill.

2. As provided in the SWFP, Landfi ll operation will be limited to a maxi mum daily tonnage of 8,000 tons per day of Disposed Municipal Landfill Waste for 271 days per year and a maximum daily tonnage of I 0,000 tons per day for up to 36 days per year; as anal yzed in Landfill Envi ronmental Documents and specified in the SWFP.

3. rn compliance with all applicable law County will continue its existing practice of monitoring daily tonnages of Disposed Municipal Landfill Waste using real time data collected at the fee booths at the Landfill to ensure tonnage does not exceed SWFP limits.

G. City and County Obligations

As consideration for the rights, obligations and financia1 contributions set forth in this Agreement, City and County agree to the following tem1s:

1. City supports and agrees to cooperate with County efforts to achieve County-wide compliance with req uired mandates aimed to reduce environmental impacts and greenhouse gases. City acknowledges that in order for County to assist incorporated cities in Orange County in meeting the organic waste diversion requirements as specified in AB 1826, AB I 594, and SB 1383, and future legislation (including other diversion requirements that may be initiated), new technologies and Diversion Operations may be needed.

2. City acknowledges that in onler for County to assist the County and incorporated cities in Orange County in meeting the organic waste diversion requirements as specified in AB l826, AB I 594, and SB 1383, and future legislation {including other diversion requirements that may be initiated), County may develop Diversion Operations such as composting/mulching, source separated organics processing, anaerobic digestion facilities, renewable energy facilities, materials recovery recycling, or other alternative projects ut the Landfill beyond the estimated Disposa l Closure Date of year 2036. County agrees to discuss new technologies and Diversion Operations with City, to prepare the appropriate CEQA documentation for any such project, and to provide City advance notice of the initiation of the CEQA pwcess for any such project.

3. County agrees to provide updates to City regarding any project associated with Landfill property that may have potentially sig ll ificant envil'onmcntal impacts associated with operations, such as traffic, noise, odor, etc. County will have open dialogue with City regardi ng such projects, prior to the CEQA process. County will have regular (no less than quarterly) communications wi th City regard ing such projects, will ensure City receives an annnal report 011 operations at the Landfill, and will coordinate quarterly in-person meetings at the Landfill with key City staff for tours and. site u pdates.

4. City agrees to cooperate and support future County revisions to the SWFP that do not expand the Landfill's Physical Key Design Parnmcters.

5. City agrees to cooperate and support other County initiated projects at the Landfill if the following criteria are satisfied: (i) a proposed project does not expand the Landfill's Physical Key Design Parameters; (ii) a proposed project docs not conflict with this Agreement; (iii) a proposed project does not result in Disposal Operations beyond December 31, 2036; and (iv) a proposed project does not have unmitigated, reasonably foreseeable, potentially significant environmental impacts on City or properties within City's tcl1'itory.

6. City agrees to cooperate and support County's compliunce wi th existing and future Landfill legal and regulatory requirements.

7. City agrees to cooperate and support County efforts to research, monitor, and consider for implementation at the Landfill the use of alternat ive waste management technologies to further reduce the amount of waste required for disposal at the Landfill.

8. City shall be entitled to receive the right of first refusal of any excess benefits of tlew tech nologies developed at the Landfill pursuant to mutually agreeable terms.

9. If County is unable to perform a term of this Agreement as a result of either a successful third party legal challenge or County's inability to certify and appropriate environmental document, then the Parties shall enter into good faith negotiations regarding appropriate substitute performance and/or modification to the provisions found in Section H of this Agreement. Additionally, if County seeks to develop at the Landfill an anaerobic digestion facility, then the Parties shall enter into good faith negotiations regarding additional mitigation measures and modification to the provisions found in Section I-! of this Agreement.

10. City agrees not to challenge on CEQA grounds or seek additional financial compensation for County initiated Diversion Operations (and the associated development of facilities, programs or projects) if Cotmty is able to mitigate all reasonably foreseeable potentially significant environmental impacts in connection wi th implementation of these programs, projects or operations. Notwithstanding the preceding or another provision of this Agreement, City reserves the right to comment on County's CEQA findings anti conclusions for facilities, programs, und projects at the Landfill, and the right to seek judicial review in the event of a good faith disagreement with any such findi ngs and conclusions.

H. Financial Agreement

To compensate City for costs or impacts incurred by City which might be associated with the Landfill, nncl not already substantially avoided or mitigated through the identification and adoption of Project Design Features and Mitigation Measures (as more specifically described in the Landfill Environmental Documents), or mitigation measures associated with future projects (as referenced in Sect ion G of this Agreement), or mitigated in the form of financial

agreements found in previous Cooperative Agreements between County and City, County agrees to the following compensation to City:

1. Eguily Payment I : Within 30 days of executi ng this Agreement, County shall make an initial payment of **Three Million, Two Hundred and Fifty Thousand Dollal's ($3,250,000.00)** to City in funds appropriate for distribution to City's general Ii.ind for use by City primarily as general mitigation for Landfill impacts, as well as for community amenities, including, but not limited to, environmental and transportation improvements, open space acquisi tion, parks and trails development, equestrian and recreational facilities.

2. Egui ty Payment 2: Within 60 days of executing this Agreement County shall make a final equity payment of **Three M.illion, Two Hund1·cd and Fifty Thousand Dollars ($3,250,000.00)** to City in funds appropriate for distribution to City's general fund for use by City primarily as generul mitigation for Landfill impacts, as. well as for community ameni ties, including, but not limited to, enviro11111e11tal and transportation improvements, open space acquisition, parks and trails development, equestrian and recreationa l facilities.

3. H.ost Fee: County shall continue Host Fee payments to City of $1.50 per ton of Disposed Municipal Landfill Waste, excluding City Acceptable Waste and Exempt Waste. For Diversion Operations i nitiated. to comply with ctment and future legislation (including other organic diversion requirements that may be initiated), County will extend Host Fee payments to Ci ty in the amount of $1 . 50 per ton of inbound diverted material, excluding City Acceptable Waste and Exempt Waste. The parties shall discuss Host Fee paymenls as pmt of their negotiation of a WISE Agreement.

4. County Audit Rights: Upon req uest by County, City shall provide un accounting of Equity Payment or Host Fee expenditures made by City.

5. Most Favored City Clause: County agrees to automatically adjust City's Host Fee payments to match any higher Host Fee approved by County for the City of ll'vine or the City of San Juan Capistrano. The adjustment shall be implemented wi thin 30 days of m1 y such adjustment.

   Automatic Host Fee adjustments will not be applied to City when adjustments to the City of Irvine or the City of San Juan Capistrano are based on jurisdiction speci fic impacts. Jurisdiction specific impacts arc those occurring solely within one host city jurisdiction with no relevance to another. City reserves the right to request justifications for uny determi nation that a jurisdiction specific i mpact does not apply to City and to seek judicial review.

6. Right O Excess Organics Processi ng Capacity: Upon establishment of nn organics composting program (or other organic wnstc diversion programs) at the Landfill, County agrees to give City (as a host city) a right of first refusal on any excess

composting (or organics) processing capacity at the Landfill at the established rate, subject to the following interpretations:

a. Excess composting (or organics) processing capacity at the Landfill means processing capaci ty beyond that needed by Cou nty unincorporated areas, or otherwise contrnctually obligated under a WDA, WISE Agreement, or other contractual obligations.

b. City's right of first refusal applies only to organic material originating withi n the boundaries of City.

c. City's right to excess capacity applies only to organic material processed at the Landfill.

7. Environmental Education Program Funding: County agrees to fund environmental education programs to be developed cooperati vely between City and County up to a cost of $25,000 per fiscal year, ou the condition that City has a valid WDA or WISE Agreement with County.

I. Joint Ventures, Projects and Cooperation Between County and City

Where feasible (as determined by each Party in its sole and absolute discretion) City and County agree:

!. To work mutually on join t ventures and projects and pursuing grant funding for the development of new tech nologies in order to achieve compliance with current and future legislation.

2. To work mutually to research, monitor, and consider for implementation at the Landfill the use of alternative waste management teclmologies to farther reduce the amount of waste req uired for disposal at the Landfil l.

3. To work mutually to achieve compliance wi th required mandates aimed to reduce environmental impacts and greenhouse gases.

4. To work mutually to supporl County's compliance wi th existing and future Landfill legal and regulatory requirements.

5. That specific details and terms of anyjoint ventures or other projects may be found in a separately negotiated contract between the Parties.

J. Status of City and Indemnification

!. City and County desire to leave no doubt as to their respective roles, and that by entering into this Agreement, City is not thereby becoming an "Arranger" as that term is used in CERCLA § 107 (a)(3), and that i t is County, not City, which is "Arranging For" the disposal of waste in Landfill which may contain hazardous,

toxic, harmful or corrosive substances. County agrees to defend, indemnify and hold City harmless from any claims related to the disposal of hazardous, toxic, harmful or corrosive substances at the Landfill, regardless of their source as set forth in Section 13(4)(c) of this Agreement, unless negligentl y or intenti onally disposed of at the Landfill by City.

2. County agrees to defend, indemnify and hold City, and City's officers, employees and agents harmless for all claims, injury, death or damage to property resulting solely from the acts or omissions of Coun ty, and County's officers, employees, and agents for liability arising from any activity of County, or County's officers, employees, and agents taken pursuant to the provisions of this Agreement.

3. City agrees to defend, indemnify and hold County, and County's officers, employees and agents harmless for all claims, injury, death or damage to property resulting solely from the acts or omissions of City and City's officers, employees, agents for liability arising from any activity of City or City's officers, employees and agents taken pursuant to the provisions of this Agreement.

4. IfCity's negligence combines with County's negligence to cause btjury, the Parties agree that liabili ty will be apportioned as determined by a court of competent jurisdiction. Neither Party shall request jury apportionment.

K. .Enforcement/Reporting

I. County will comply with all applicable Federnl, State, and local laws and regulations as they apply to the Landfill.

2. Ifthe Landfill 's ownership or operating responsibilities are transferred or assigned to any other entity or agency, public or private, Cou nty shall ensure that the obligations identified in this Agreement will also be reassigned so that the terms and condi tions of this Agreement shall continue in fu ll force and efiect. County agrees to prnvidc 120 clays' notice to City prior to any assignment.

3. City reserves the ri ght t() inspect the records of County and the right to audit and recompute any amounts deemed payable under this Agreement. Any such audit must be at City expense and take place within 36 months of the close of each of the fiscal years. Any additional amount deemed due to City must be paid within 30 days following wri tten notice to County by City. This notice shall include a copy of the audit report.

4. County reserves the right to inspect the records of City and the right to audit City expenditures of Host Fee and Equity Payment used by City to address Landfill impacts. Ally such audit must be at County expense.

L. <u>Future Recreational Use of Landfill</u>

I. The Landfill is identified on the Cotmty Master Plan of Regional Recreational Facilities as a proposed passive use wilderness park.

2. Any fttturc recreational use of the Landfill as reflected on the County Master Plm1 of Regional Recreational Facilities will occur after the Disposal Closure Date, Diversion Closure Date, and compl iance with or in accordance with Title 40 CPR 258.6 and 258.61 regarding closure and post closure maintenance. Any future use must accommodate the ongoi ng maintenance and management of differential settlement, landfill gas recovery, final cover integrity maintenance, stormwatcr, leachate, condensate, and environmental prntections at the Landfill which continue into perpetuity.

3. Notwithstanding section 2 above, at the req uest of City, County is committed to consider the feasibility of the development of a public access wildemess. trail 011 portions of the Landfill site prior to cessation of Disposal or Diversion Operations. County will coordinate and fund a truil feasibility study no later than the conclusion of Disposal Operations. County will partner with City and actively engage City staff participation throughout the entirety of the study's process, including a joint review of the study's findings. County retains sole authority regarding final approva l and constrnction of any public access wilderness trails at the Landfil1, which County currently docs not anticipate will occur prior to 2036.

M. Termination of Prior Agreements and their Amendments: No Oral Modification

The Parties intend that this Agreement sets forth and conta ins the entire nnderstanding and agreement of the Parties related to the Landfill other than their July 23, 2009 WDA, which is not amended or superseded by this Agreement. The 2009 Agreement and the 2016 Amendment shall terminate upon execution of this Agreement.

No oral statement shall in any manner modify this Agreement, and all changes to this Agreement must be in writing and signed by both Parties.

N.)'vfjscellaneous Proyisions

1. Sevcrnbi lJ.!Y.. If any term, provision, covenant, or condition of this Agreement is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this Agreement shall nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions, to the ex tent allowable under Culifomia law.

2. Internretation and Governing Law. This Agreement and any related dispute shall be governed and interpreted in accordance with the laws of the State of California. This Agreement sha11 be constmed according to its plain language and fair and common meaning to achieve the objectives and purposes of the Parties. The rnlc of construction to the effect that am biguities are to be resolved against the drnfting Party shall not he employed in in terpreting this Agreement because all Parties have been adequately represented by counsel.

3. Section Head ings. All section headings and subheadings arc inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

4. Waiver. The failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure of a Patty to exercise its rights upon the defau lt of the other Party, shall not consti tute a waiver of that Party's right to demand and require, at any time, the other Party's strict compliance with the terms of this Agreement.

5. Third-ParllU!eneficiaries. This Agreement is made and entered into for the sole protection and benefit for the Parties and thei r successors and assigns. No other person shall have any right of action based u pon any provision of this Agreement.

G. Successors in Interest. The burdens of this Agreement shall be bindi ng upon, and th.e benefits of this Agreement shall inure to, ull successors in interest to the Parties to this Agreement.

7. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be constru.ed together and shall have the same effect as if all of the paities had executed the same inst111111ent.

8. .Jurisdiction and Venue. Any action at law or in equity arising under this Agreement 01· brought by any Party for the purpose of enforcing, constru ing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the State of California, County of Orange. The Parties waive all provisions of law providing for the filing, removal or change or venue to any other COllli.

9. Authority to Execute. Any person or persons executing this Agreement on behalf of City or County warrants and represents that he/she has the authori ty to execute this Agreement an behalf of hislhcr entity and to bind that entity to the performance of its obligations pursuan t to this Agreement.

10. Attorneys' Fees. fn the event of a dispute between City and County concerning claims arising out of this Agreement, or in any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attomey fees, costs and expenses.

11. Notice. All notices, demands, requests or approvals, including those pertaining to the CEQA process, to be given under this Agreement shall be given in writing and shall be deemed served when delivered personally or on the third busi ness day after deposit in the Uni ted States mail, postage prepaid, first class mail, addressed as follows:

All notices, demands, req uests or approvals to CITY shall be addressed to:

City of Brea
City Manager's Office
ICivic Center Circle
Brea, California 92821

All notices, demands, requests or approvals to COUNTY shall be addressed to:

Director, OC Waste & Recycling 601 N. Ross Street, 5111 Floor
Santa Ana, California 92701

12. Expiration. This Agreement shall expire upon the conclusion of all Disposal Operations and Diversion Operations unless earlier terminated. Obligations for County's post closure activities as well City's obligations (as reflected in Section G of this Agreement), including cooperntion and support towards post closure activities will continue beyond expiration.

13. Termination for Convenience. Either Party may terminate this agreement for convenience upon 180 days' notice in writing of its intent to tenninate the Agreement.

14. Amendment. This Agreement may be amended at any time by mutual consent in writing of City and County.

15. Five- Year Landfill PermiJ Rgview: At the request of either Party, County and City agree to review the terms of this Agreement in conjunction with the State's five-year review of the Landfill operating permit to discuss and/or address new impacts that may have arisen during that time period.

SIGNATURE PAGE TOFOLLOW

Date _____	COUNTY OF ORANGE By _____ Thomas D. Koutroulis, Director OC Waste & Recycling
Date 08/06/2024	APPROVED AS TO FORM: COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA By DocuSigned by: Paul Albarian C57E04561C5546A... Paul M. Albarian, Senior Deputy
Date 07/16/2024	CITY OF BREA By _____ Christine Marick, Mayor
Date 07/17/2024	By _____ William Gallardo, City Manager
Date 7/17/2024	ATTEST: By _____ Lillian Harris-Neal, City Clerk
Date 7/17/2024	APPROVED AS TO FORM: By _____ Terence Boga, City Attorney

2930435.17