

**MEMORANDUM OF AGREEMENT
FOR PROVISION OF SANITATION SERVICES BY
RUSSIAN RIVER COUNTY SANITATION DISTRICT AND WEST COUNTY
HEALTH CENTERS, INC. FOR THE RUSSIAN RIVER HEALTH & WELLNESS
CENTER**

RECITALS

This MEMORANDUM OF AGREEMENT (“**MOA**”) is made and entered, by and between the Russian River County Sanitation District, a County Sanitation District (“**District**”), and West County Health Centers, Inc., a California corporation (“**WCHC**”).

WHEREAS, District owns and operates the District sanitation system that provides sanitation services (“**Wastewater Service**”) in the Guerneville area and in other unincorporated areas of Sonoma County, California.

WHEREAS, WCHC owns and operates the Russian River Health & Wellness Center (the “**Project**”) located at 16375 1st Street, Guerneville, CA 95446.

WHEREAS, this MOA requires WCHC to perform certain wastewater flow evaluations once the construction of a building and parking area for medical, dental, and behavioral health services (Project) is constructed to compare actual flows to the estimated flows used to determine the amount of connection/capacity charges and annual sewer service charges to be paid.

WHEREAS, WCHC desires to reimburse the District for the staff time necessary to conduct sampling, monitor flows, and calculate the Equivalent Single Family Dwelling units (ESDs) of the Project.

WHEREAS, District uses these ESDs to calculate both one-time capacity/connection fees and annual sewer service charges.

WHEREAS, the District and WCHC desire to contract for the provision of wastewater service to the Project in accordance with the terms and conditions described below for measuring the Project’s discharge.

NOW THEREFORE, in consideration for the promises, covenants and agreements of both Parties as set forth below, the Parties agree as follows:

A G R E E M E N T

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Effective Date. The Effective Date of this MOA shall be as of the date that this MOA has been fully executed and dated by both WCHC and the District, as evidenced by the date next to the signature of the party signing last (the “**Effective Date**”).

3. WCHC Responsibilities.

3.1 Installation of Monitoring Box: WCHC agrees to install a monitoring box to enable District to collect and monitor Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) from the Project's discharge.

3.2 Reimbursement for Staff Time to prepare MOA: WCHC shall reimburse the District for staff time and County Counsel time for preparation and review of the MOA.

3.3 Reimbursement for District Staff Time to Conduct Monitoring: WCHC will provide District water meter readings on a monthly basis, not including landscaping, for 12 months. The District will use the data it collects for BOD and TSS along with the water use data to determine the amount of Equivalent Single Family Dwelling (ESD) units the WCHC is using, based on the ESD formula found in Exhibit A to the District's fee ordinance. The cost for the District to conduct sampling for BOD and TSS on a monthly basis; analyze water use data; and calculate the number of ESDs being used ("District Costs") are estimated in Exhibit A, attached hereto and incorporated herein by this reference. WCHC shall pay the actual District Costs to the District within thirty (30) days of the receipt of the District's invoice for District staff cost to conduct monitoring.

3.4 Connection Fees. In addition to the obligations in this MOA to pay for monitoring, WCHC shall pay the standard connection fees generally applicable throughout the Russian River County Sanitation District in accordance with District requirements for the Project, and shall comply with any other general District requirements applicable at the time the Wastewater Service is provided or which become applicable during provision of Wastewater Service.

Based upon the data WCHC provided, the parties estimate the initial flow to be 1,176 gallons per day. Using the Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) values in Exhibit A to the District's fee ordinance, which is incorporated herein by this reference, the parties estimate the applicable ESDs to be approximately seven. Applying the FY 20/21 connection fees, this equates to \$36,596 (7 x \$5,228 per ESD) in connection/capacity fees. WCHC agrees to pay connection/capacity fees for 7 ESDs within 30 days of the Effective Date of this MOA. At the conclusion of a 12-month period, District staff will review the data collected over the 12-month evaluation period. Based upon that data, the number of ESDs will be recalculated based on the District's formula in the District's fee ordinance.

In the event that the recalculated ESDs are less than seven, District agrees to refund to WCHC the difference between existing connection fees (based upon 7 ESDs) and the connection fee based upon the calculation of the data from the 12-month evaluation period. In the event the actual ESDs are greater than 7, WCHC agrees to pay the District the additional connection fees, less the connection fee already paid, based on the applicable connection fee amount per ESD in the current fiscal year.

3.5 Sewer Service Fees. WCHC shall be responsible for paying sewer service fees for the Project in accordance with existing District requirements. In the event that the recalculated ESDs are less than seven, District agrees to credit WCHC the difference between sewer service fees paid (based upon 7 ESDs), and the recalculated sewer service fee based on the data from the 12-month evaluation period. In the event the actual ESDs are greater than 7, WCHC agrees to pay the District the additional sewer service fees.

4. District Responsibilities. District agrees to collect samples to characterize the Project's discharge over a 12-month period. District may conduct sampling of the Project for BOD and TSS on a monthly basis. WCHC will provide District water meter readings on a monthly basis. The District shall use the data collected along with the water use data to determine the amount of ESDs that the Project is using. The District shall provide the WCHC an invoice of District Costs incurred with reasonable detail.

5. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: DISTRICT:	Russian River County Sanitation District 404 Aviation Blvd Santa Rosa, CA 95403 Attention: Justin Adalio Email: Justin.adalio@scwa.ca.gov 707-521-6214
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TO: WCHC:	West County Health Centers, Inc. 16375 1 Street Guerneville, CA 95446 Attention: Jason Cunningham Email: jcunningham@wchealth.org 707-328-7205
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice

pursuant to this paragraph.

6. Indemnification. WCHC agrees to accept all responsibility for loss or damage to any person or entity, including the District, and to indemnify, hold harmless, and release the District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including WCHC, that arise out of, pertain to, or relate to allegations of WCHC's breach of this MOA or negligence or intentional misconduct with respect to WCHC's performance of its obligations under this MOA. WCHC agrees to provide a complete defense for any claim or action brought against the District based upon a claim relating to allegations of WCHC's breach of this MOA or negligence or intentional misconduct with respect to WCHC's performance of its obligations under this MOA. WCHC's obligations under this Paragraph apply whether or not there is concurrent negligence on the District's part, but to the extent required by law, excluding liability due to the District's conduct. The District shall have the right to select its legal counsel at WCHC's expense, subject to WCHC's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for WCHC or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This provision shall survive the termination of this MOA.

7. Termination. This MOA may be terminated by either Party if there is a material breach of the MOA that remains uncured after the applicable notice and cure period described in Section 8.1 below, or upon mutual consent of the Parties.

8. Miscellaneous Provisions.

8.1 Notice and Cure Rights. In the event of any alleged default or failure to perform any obligation under this MOA, the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include the acts required to cure the same with reasonable specificity. The defaulting Party shall have a period of thirty (30) days within which to cure such default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within thirty (30) days after such notice is given and thereafter prosecuted with due diligence. In addition to, and without limitation of, any other legal or equitable remedies that may be available to the non-defaulting Party with respect to a default under this MOA that continues uncured beyond the applicable cure period, this MOA shall be specifically enforceable.

8.2 No Continuing Waiver. The waiver by either Party of any breach of any of the provisions of this MOA shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this MOA.

8.3 Time of Essence. Time is and shall be of the essence of this MOA and of each and every provision contained in this MOA.

8.4 Incorporation of Prior Agreements; Amendments. This MOA contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This MOA may be modified in writing only, signed by the Parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement.

8.5 Construction of MOA. To the extent allowed by law, the provisions in this MOA shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. The District and WCHC agree that in the event any provision in this MOA is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this MOA.

8.6 Applicable Law and Forum. This MOA shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this MOA or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

8.7 Counterparts. This MOA may be executed in counterparts, and transmitted by facsimile or e-mail by and to each of the Parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.

8.8 Captions. The captions in this MOA are for convenience only and are not a part of this MOA. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any party hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOA.

Date:_____ DISTRICT: Russian River County Sanitation District

By:_____
Chair, Board of Directors

ATTEST:

_____, Clerk of the Board

APPROVED AS TO FORM:

_____,
Verne Ball
Deputy County Counsel

Date:_____ WCHC: West County Health Centers,

By:_____

Name:_____

Title:_____

Exhibit “A”

Estimated Costs for Sampling and Staff Time

RUSSIAN RIVER HEALTH & WELLNESS CENTER

Estimated Costs for Sampling				
PARAMETER	METHOD	SAMPLING FREQUENCY	COST/TEST (Contract Price)	ANNUAL COSTS (Contract Price)
Biochemical Oxygen demand (BOD)	SM5210B	1/MONTH	\$22.97	\$275.64
Total Suspended Solids (TSS)	SM2540D	1/MONTH	\$11.51	\$138.12
		Estimated Sampling Cost per Event		\$413.76

Estimated Costs for Staff Time			
Rate for ECI (PER Hr)	Number Staff required	Average Hours/Sample Event (1)	Staff Cost per Sample Event
\$225.00	2	4	\$1,800.00

EST ANNUAL COST

\$26,565.12

Note (1)

Sample Equipment prep time 0.5 Hours
 Travel time (round trip)_ Setting up 1.0 Hours
 Sampler Set-up Time 0.5 Hours

Sample Container/Documentation Prep 0.5 Hours
 Travel time (round trip)_ Pick up 1.0 Hours
 Sample Collection 0.5 Hours

4 Hours/Sampling event

