

MEMORANDUM OF UNDERSTANDING
Between
County of Sonoma Department of Health Services
and
City of Santa Rosa

This Memorandum of Understanding (hereinafter “MOU”), dated as of April 1, 2009 (hereinafter “effective date”) is by and between the County of Sonoma, Department of Health Services (hereinafter “DHS”), and the City of Santa Rosa Subregional Water System Reclamation System (hereinafter “City of Santa Rosa”). The Purpose of this MOU is to establish the roles and responsibilities of the parties in the provision of inspection services for the land application of biosolids to the Santa Rosa North farms, including Alpha farm, located at 3000 Llano Road, APN # 060-060-052, 060-060-051; Brown farm, located at 2200 Llano Road, APN # 060-060-059, 060-060-060; and Kelley farm, located at 5344 Occidental Road, APN# 060-010-028, 060-020-082. (hereafter collectively referred to as “Properties”)

RECITALS

WHEREAS, DHS currently oversees all biosolids land application sites in the unincorporated area within the County of Sonoma and has been given regulatory authority to do so through the conditions set forth in the individual County issued use permits. and

WHEREAS, The City of Santa Rosa has annexed the Santa Rosa North Farms into the City; therefore, the County does not have jurisdiction over the regulation of biosolids on the Properties. and

WHEREAS, The City of Santa Rosa Subregional Water Reclamation System has requested advisory assistance from the County regarding the land application of biosolids on the Properties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. Definitions

Biosolids – Sewage sludge that has been treated and tested and shown to be capable of being beneficially and legally used as a soil amendment for agriculture, silviculture, horticulture, and land reclamation activities as specified under 40 CFR Part 503.

EPA’s 503 Rule – The Standards for the Use or Disposal of Sewage Sludge (Title 40 of the Code of Federal Regulations (CFR), Part 503), was published in the Federal Register (58 FR 9248 to 9404) on February 19, 1993, and became effective on March 22, 1993.

General Order – State Water Resources Control Board Water Quality Order No. 2004 – 0012 – DWQ

Land Application – Application of biosolids to land to either condition the soil or to fertilize crops or other vegetation grown in the soil.

Monthly Monitoring Reports - A monthly report summarizing the quantity of biosolids hauled to the site each day.

Pre-Application Report – An annual report which includes at a minimum the following information: brief description of the land application site, including the identification of designated stockpile areas and designated fields to receive land application of biosolids; lab analyses reports and a tabular summary representative of the biosolids percent solids, 40CFR503 metals and nitrogen concentrations and identification of the pathogen reduction alternative and vector attraction reduction option used to achieve the Class B biosolids standard and a Certification statement signed by the generator; lab analyses reports of representative biosolids for chlorinated pesticides and PCBs (EPA Method 8081/8082), Volatile Organic Compounds (EPA Method 8260) and Semi-Volatile Organic Compounds, (EPA Method 8270); proposed application rate, including information on the carryover organic nitrogen from the previous 2 years' biosolids applications and a description of the spreading and incorporation processes; representative field sampling and analyses report for soil pH; proposed crop type and harvest schedule; description of the hauling route.

II. DHS Roles and Responsibilities

1. DHS will serve in an advisory role to the City of Santa Rosa as needed, and will perform a minimum of four inspections annually.
2. DHS will review and advise on yearly pre-application reports and monitoring reports submitted to DHS by the City of Santa Rosa.

III. City of Santa Rosa Roles and Responsibilities

1. City of Santa Rosa Subregional Water Reclamation System will adhere to all guidelines established in the General Order, EPA 503 Rule, and to all items outlined in the annual pre-application letter written by DHS.
2. City of Santa Rosa Subregional Water Reclamation System will adhere to all limitations set forth in the General Waste Discharge Requirements from California Regional Water Quality Control Board, North Coast Region.
3. City of Santa Rosa Subregional Water Reclamation System will submit Monthly Monitoring Reports to DHS by the 30th day of the following month.
4. City of Santa Rosa Subregional Water Reclamation System will submit a Pre-Application Report to DHS for review and approval prior to May 31 of each year.
5. City of Santa Rosa Subregional Water Reclamation System has the responsibility to comply with all laws, including all environmental laws.

IV. Payment

In full consideration of DHS's satisfactory performance in providing services required under this MOU, DHS shall be paid in accordance with the rates set forth in the current DHS Schedule of Fees. Total fees shall not exceed \$10,000 in any fiscal

year (July 1 through June 30) without prior written authorization from the City of Santa Rosa.

V. Term of MOU

The term of this MOU shall commence upon the date this MOU is fully executed by the parties and shall continue until terminated pursuant to Section VI below.

VI. Termination

1. Termination Without Cause. Notwithstanding any other provision of this MOU, at any time and without cause, either party may terminate this MOU upon thirty (30) days written notice to the other party.

2. Termination for Cause. Notwithstanding any other provision of this MOU, should City of Santa Rosa fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this MOU, DHS may immediately terminate this MOU by giving City of Santa Rosa written notice of such termination, stating the reason for termination. Without limiting the termination rights set forth above, DHS declares that it intends to terminate this MOU concurrently with any written notice to City of Santa Rosa or DHS of a determination by any appropriate authority that City of Santa Rosa is not complying with the terms of this MOU or the requirements of law or other pertinent regulations.

3. Payment Upon Termination. Upon termination of this MOU by DHS, City of Santa Rosa shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the MOU as the services satisfactorily rendered hereunder by City of Santa Rosa bear to the total services otherwise required to be performed for such total payment; provided, however, that if DHS terminates the MOU for cause, DHS shall deduct from such amount the amount of damage, if any, sustained by DHS by virtue of the breach of the MOU by City of Santa Rosa.

VII. Indemnification

City agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, 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 City, that arise out of, pertain to, or relate to the performance or obligations under this Agreement. City agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to performance or obligations under this Agreement. 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 City or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

The parties recognize and agree that Sonoma County has no obligation to enter into this agreement, and has no role in the regulatory oversight of the City of Santa Rosa's biosolids land application program. Therefore, the parties expressly agree that the City of Santa Rosa shall continue to be the entity responsible for complying with all federal, state and local laws for its biosolids land application program.

VIII. Merger

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU, pursuant to Code of Civil Procedure Section 1856. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of _____, 2009 (Effective Date).

CITY OF SANTA ROSA:

_____ Date _____
City of Santa Rosa Subregional

COUNTY OF SONOMA:

_____ Date _____
Rita Scardaci, MPH, Director of Health Services

Approved as to Substance:

_____ Date _____
Division Director or Designee

Approved as to Form:

_____ Date _____
Deputy County Counsel