

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Sequoia Detox Centers, LLC  
AND  
Ponderosa Neighborhood**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **Sequoia Detox Centers, LLC**, (hereafter “Company”) whose address is 2918 E Colby Ave, Suite 101, Everett, WA 98201, and Ponderosa Neighborhood (hereafter “Neighborhood”). Parties contact details as follows:

**Sequoia Detox Centers, LLC**

Address for Correspondence:

Designated Representative:

Checks Payable to:

**Ponderosa Neighborhood**

Address for Correspondence: 3927 S Sunderland Dr., Spokane Valley WA 99206

Designated Representative: Albert Merkel

**2. Purpose.** The parties mutually wish to enter into this MOU in order to demonstrate a partnership for the protection and preservation of the character of the Ponderosa Neighborhood.

**3. Term of MOU.** This MOU is effective upon the day that Company’s Conditional Use Permit (or other appropriate legal approval to do business) for business located at 3607 S Mercy Court is approved and shall remain in full force and effect as long as Company continues business in the neighborhood, unless superseded by a successor agreement.

**4. Responsibilities of Company.**

**I. Neighborhood Advisory Board.** Company shall attend a Neighborhood Advisory Board (“NAB”) meeting at least once (1 time) per month or as designated by NAB once created

a. Company shall facilitate meeting space for NAB as needed.

- b. Company shall provide NAB with reports on safety and neighborhood security.
- c. Company shall endeavor to respond to any issues or concerns presented by NAB.
  - i. During first NAB meeting (or as NAB procedure allows), Company and NAB shall create a mutually agreeable and appropriate definition of a Traffic Safety Concern.
    - 1. On an ongoing basis, if verified Traffic Safety Concerns as defined above in (i) are presented to Company by NAB, Company shall present actionable plans for immediate remediation of Traffic Safety Concern.
  - ii. During first NAB meeting (or as NAB procedure allows), Company and NAB shall create a mutually agreeable and appropriate definition of a Facility Security Concern.
    - 1. On an ongoing basis, if verified Facility Security Concern as defined above in (i) are presented to Company by NAB, Company shall present actionable plans for immediate remediation of Facility Security Concern.
- d. Company shall create and maintain a Text Message Alert System (or appropriate successor acceptable to NAB, should the technology become outdated). Alert System shall be open to any ponderosa resident (as designated through NAB), and shall notify all contacts of any security issue (including issues external to the facility) concerning Ponderosa known by Company. NAB and company shall work together to ensure adequate functionality of System.
  - i. Company shall also provide a security reporting and complaint Hotline, monitored Twenty Four (24) hours per day every day of the year. (Phone number for Hotline shall be dispersed via Text Message Alert System periodically).

**II. Purpose of Facility.** Company attests that the purpose and makeup of the facility including the significant factors described as follows shall not be altered at any time during operation and life of facility. Company shall also appropriately bind any and all successor entities to the same purpose and makeup conditions.

- a. Company shall not serve any patient paid for by Medicaid.
- b. Company shall not serve sex offenders.
- c. Company shall not serve patients in a dangerous state of mind (as defined appropriately by Company medical staff).
- d. Company shall not serve patients with criminal history beyond minor drug alcohol treatment related indictments or convictions.

- e. Company shall secure onsite medication.
- f. Company shall maintain appropriate staff levels and security measures at facility to ensure Neighborhood safety.
- g. Company shall conduct intake, screening, and discharge at a separate facility offsite.
- h. Company's Patients shall not be allowed to come to street front of facility.
- i. No Patients shall be allowed to leave the facility except through offsite discharge via company driver. No patient shall ever leave facility on foot.
- j. No visitors shall be allowed at any time.
- k. Patients shall be allowed 'smoke breaks' at a location within backyard. During 'smoke breaks', Patients shall not be disruptive to neighborhood, and designated smoking location shall have an air filtration system.
- l. Facility shall provide the following services 'in-house' so as to not create additional traffic:
  - i. Laundry
  - ii. Food preparation
- m. In the event of a sale or other transfer of ownership or management of Company's Facility, all conditions of this MOU and any successor agreements shall transfer to the successor entity. NAB shall be notified of potential transfer of ownership at least sixty (60) days prior such occurrence.
- n. Facility shall endeavor to maintain the outward appearance as a single family home, with no signage or other obvious indications of business.

### **III. Additional Items.**

- a. Company shall host a once yearly Neighborhood event (ie a BBQ) in coordination with NAB.
- b. Company shall coordinate scheduling of staff, patient, and delivery traffic with NAB to minimize neighborhood traffic risks.
- c. Company shall participate in a neighborhood meeting with Company's Construction Contractor to go over facility construction plans.
- d. Company shall enclose backyard with twelve (12) foot arborvitae continuous bushes, with some form of thorn bush on interior fence line of backyard. The Fence shall be 8' tall and vinyl. Driveway shall be enclosed as agreed by NAB. (This item may be revised during meeting in III(c) above).

- e. Company shall commission and fund construction of adequate street lighting for Mercy Ct., in coordination with NAB, that shall consist of at least one (1) street light.
- f. Company shall work with city of Spokane Valley and, if needed, fund placement of speed limit sign on Mercy Ct.
- g. Company shall maintain a recorded video surveillance system that is monitored twenty four (24) hours per day, every day that has high quality (sufficient for appropriate law enforcement use as needed) video coverage of Mercy Ct (including house frontages) and the redeemer parking lot area adjoining Company's property. Such video shall be available on request to NAB.
- h. Company shall maintain an electronic key card only access security system.
- i. Company shall decorate home appropriately for holiday occasions in coordination with NAB, in order to maintain neighborhood feel of area.
- j. Company shall share emergency preparedness plans with NAB including access to Company resources (ie generators, emergency rations etc.). Company shall also ensure that all emergency plans are shared with first responders (fire departments, police, etc.).
- k. Company shall ensure that facility location is delisted from consumer map tools such as Google Maps
- l. Company shall commit to signing a successor agreement with a neighborhood association entity should one arise.
- m. Company shall testify at public hearing that this excepted use to the residential zone should not be used as justification for other business uses within the Neighborhood.
- n. Company shall request at public hearing that all conditions of this agreement be made additional conditions of the Conditional Use Permit.

**5. Responsibilities of Neighborhood.**

- I.** Neighborhood shall create a Neighborhood Advisory Board ("NAB") that shall meet at least monthly with Company.
- II.** Neighborhood shall endeavor to live peaceably with Company, and maintain a harmonious and reasonable relationship.
- III.** Neighborhood shall read a joint public comment at Public Hearing for Conditional Use Permit

**IV.** Neighborhood, at its discretion may form a legal association entity to succeed this agreement. In such case, the newly formed entity shall work to transition responsibilities appropriately.

**6. General Provisions.**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Washington. The courts of the State of Washington shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be located within Spokane County, Washington.

**D. Entirety of Agreement.** This MOU, consisting of seven (7) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights and Binding Agreement.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU. Parties may designate successor parties to take over rights and responsibilities of this MOU through written notice.

**G. No Partnership or Joint Venture.** The parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

**H. Disputes.** Any dispute arising from this agreement shall be first settled through friendly negotiation. If the parties fail to reach an agreement after negotiation, either party may bring the dispute for binding arbitration in Spokane, Washington. Each party shall bear its own costs.

**I. Force Majeure.** Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

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**7. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**Neighbor**

\_\_\_\_\_  
[Name and Title ]                      Date

\_\_\_\_\_  
[Name and Title]                      Date

**Company**

\_\_\_\_\_  
[Name and Title]                      Date

\_\_\_\_\_  
[Name and Title]                      Date