

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO
AND THE MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT
REGARDING THE PROVISION OF SERVICES BY THE COUNTY**

Effective _____, this Memorandum of Understanding ("MOU") is entered by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and the MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT, hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, the COUNTY is a political subdivision of the State of California; and

WHEREAS, the DISTRICT is a body corporate and politic with the power to cooperate and contract with any federal, state, or local government agencies, private industries, or civic groups, for services pursuant to California Health and Safety Code sections 40700, 40701, and 40101(b); and

WHEREAS, the jurisdiction of the DISTRICT is coterminous with the existing boundaries of the COUNTY; and

WHEREAS, the COUNTY Board of Supervisors is the ex-officio DISTRICT Board until such time as the incorporated area of the county is more than thirty-five percent (35%) of the total county population; and

WHEREAS, the DISTRICT Board has the authority to set the overall policy and to execute the general powers granted to the DISTRICT; and

WHEREAS, California Health and Safety Code section 40101(b) provides that the DISTRICT may contract with COUNTY to provide facilities, administrative, legal, risk management, clerical, and other support services; and

WHEREAS, the DISTRICT requires the services of the COUNTY, and the COUNTY currently provides staff, payroll, personnel, purchasing, fiscal, and other services pursuant to a Memorandum of Understanding, BOS Agreement No. 06-209;

WHEREAS, the COUNTY is willing to provide facilities, administrative, legal, risk management, clerical and other support services as more fully described in this updated MOU, which is intended to supersede and replace BOS Agreement No. 06-209; and

WHEREAS, California Health and Safety Code section 40120 provides that all County officers and employees are ex-officio members of the District and section 40124 provides that in any County having a system of civil service, the Air Quality Pollution Control Officer shall appoint all officers and employees of the DISTRICT pursuant to the County's Civil Service System; and

AGREEMENT

NOW, THEREFORE, in consideration of the RECITALS identified above and the terms and conditions set forth herein, the COUNTY and DISTRICT agree as follows:

I. GENERAL PROVISIONS

- A. The DISTRICT and COUNTY agree that the COUNTY Chief Executive Officer, or their designee, will provide Administrative services and support to include serving as the DISTRICT's Budget Officer, Clerk of the Board, Purchasing Agent, Fleet Manager, Risk Manager, and Authorized Representative to sign leases and negotiate for real property.
- B. The DISTRICT and COUNTY agree that the COUNTY Chief Executive Officer will make recommendations to the DISTRICT Board regarding the appointment, evaluation, suspension, discipline or dismissal of the Air Pollution Control Officer.
- C. The DISTRICT agrees to comply with all COUNTY policies and procedures governing the provision of all services provided herein. Any policies and procedures separately adopted by DISTRICT shall be supplementary in nature and shall not amend, override, or otherwise supersede those established by the COUNTY.
- D. The DISTRICT understands charges will be applied for services provided by the COUNTY representing costs of the services outlined herein, and will budget for an amount reflecting the estimated A87 Cost Plan charges submitted to the State Controller's Office, for both the DISTRICT's Operations and Grant budget units. Charges for services rendered, including the weighted rate of assigned staff, may also be applied through direct billing.
- E. The DISTRICT agrees to utilize COUNTY Treasury as the sole source of funds deposited or held, and to abide by Generally Accepted Accounting Principles, as well as applicable pronouncements from the Governmental Accounting Standards Board.
- F. The DISTRICT agrees to follow the COUNTY's standard procedures for submitting accounts payable claims.
- G. The DISTRICT agrees to rely primarily on support from the County in any areas where it is available, including utilization of County IT networks, servers, system security, microwave communications, etc.
- H. The DISTRICT and COUNTY agree that DISTRICT staff will be defined as COUNTY employees working for the DISTRICT as ex officio employees and officers. The DISTRICT staff classifications shall be represented by an appropriate COUNTY bargaining unit, according to COUNTY policies and standards, unless and until such time a separate bargaining unit governs the DISTRICT staff.

II. SCOPE OF SERVICES.

A. PERSONNEL AND STAFFING.

1. The DISTRICT and COUNTY agree that the DISTRICT shall utilize COUNTY Human Resources Department for the provision of comprehensive personnel services to COUNTY staff working for the DISTRICT as ex officio employees and officers, including, but not limited to, administration of employee relations, employment contracts, civil service system, performance standards, recruitment and classification of DISTRICT staff, workforce development and education, and employee benefits.
2. COUNTY shall assist the DISTRICT in achieving and maintaining compliance with all applicable labor laws and regulations, including, but not limited to, the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Americans with Disabilities Act (ADA), California Civil Rights Department (CRD), the Fair Employment and Housing Act (FEHA), and Equal Employment Opportunity Commission (EEOC). In addition to providing technical assistance, COUNTY shall monitor and enforce adherence to such requirements within the scope of its authority.

B. EXECUTIVE OFFICE/CLERK OF THE BOARD SERVICES

1. The DISTRICT and COUNTY agree that the DISTRICT shall work within the COUNTY's agenda setting process and timelines as provided by Clerk of the Board each calendar year, in the interest of efficiently coordinating agenda items for the DISTRICT Board which is the Board of Supervisors serving ex-officio as the DISTRICT Board.
2. The DISTRICT and COUNTY agree that available time within the Board agenda for most meetings is allocated in advance, and advance notice is necessary to Clerk of the Board staff regarding any regular agenda item discussion DISTRICT would like scheduled in front of DISTRICT Board.
3. The DISTRICT and COUNTY agree COUNTY Chief Executive Officer, or their designee, shall assist the DISTRICT by reviewing agenda items submitted according to routine timelines established by the Clerk of the Board, and making written recommendations to DISTRICT Air Pollution Control Officer as necessary for the consistent and transparent presentation of information.

C. FACILITIES & FLEET SERVICES.

1. DISTRICT and COUNTY agree that routine maintenance, custodial services, and repair needs of DISTRICT-occupied spaces (to the extent not otherwise covered by agreement with a Landlord), as well as purchase and maintenance of DISTRICT-utilized vehicles, shall be processed through established COUNTY systems, including the Facilities Work Order and Facility Modification

System and applicable vehicle maintenance requirements. DISTRICT shall be solely responsible for reimbursing COUNTY for all costs incurred in the performance of these services. DISTRICT vehicles shall also be included in usage reports and other fleet analyses prepared by COUNTY.

D. AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR (ACTTC) SERVICE

1. The ACTTC agrees to file the Financial Transaction Report on behalf of the DISTRICT.
2. The ACTTC shall keep accounts of time spent by the COUNTY providing services to the DISTRICT. This accounting shall cover all services and related expenses provided to the DISTRICT during the fiscal year.

E. COUNTY COUNSEL SERVICES

1. DISTRICT and COUNTY agree that the Office of County Counsel shall serve as legal counsel to the DISTRICT, and in such capacity shall provide legal services including, but not limited to, legal research and analysis, preparation and review of contracts and other legal documents, attendance at public meetings as necessary, and representation of the DISTRICT in proceedings and negotiations as deemed appropriate.
2. COUNTY has authority to select and hire any outside counsel needed for DISTRICT legal services subject to approval by the DISTRICT Board. DISTRICT agrees to pay actual costs of any outside counsel services rendered specifically for DISTRICT business.

F. INFORMATION TECHNOLOGY SERVICES

DISTRICT and COUNTY agree to enter into a separate Information Technology (IT) Service Level Agreement administered through the COUNTY Information Technology Division. Any such agreement shall expressly define the scope of IT services to be provided, applicable service level standards, designated points of contact, exclusions from coverage, and the terms and conditions governing compensation.

III. GENERAL TERMS AND CONDITIONS

- A. Indemnification and Release. To the fullest extent permitted by law, the DISTRICT shall defend, indemnify, and hold harmless the COUNTY, its Board of Supervisors, officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees) or claims for injury or damage arising out of the performance of services by the COUNTY pursuant to this MOU (collectively "Liabilities") except to the extent such Liabilities are caused by the negligent acts and/or willful misconduct of any indemnitee. The obligation of this indemnity shall be

for the full amount of all damage to the COUNTY and other indemnified parties, including but not limited to, defense costs, and shall not be limited by any insurance limits.

- B. Term. This MOU is effective as of the date it is finally executed and shall remain in effect through June 30, 2027. The DISTRICT and COUNTY agree to meet to consider amendments to, or cancellation of this agreement not later than April 1 of each year. Any amendments to, or cancelation of this agreement shall be approved by the respective Boards of COUNTY and DISTRICT. If neither party proposes amendments by April 1 of any year, this agreement will remain in place for the following fiscal year.
- C. Modification of MOU. This MOU may be supplemented, amended, or modified only by the mutual Agreement of the Board of both parties. No supplement, amendment or modification of this MOU shall be binding unless it is in writing and signed by authorized representatives of both parties.
- D. Termination. Either party may terminate this MOU without cause at any time upon six months (6) months prior written notice to the other party.
- E. Notices. All notices, communications, and correspondence required or permitted under this Agreement, unless otherwise stated, shall be directed to the following representatives at the addresses set forth below:

County of Mendocino
Attn: CEO
501 Low Gap Rd, Room 1010
Ukiah, CA 95482

Mendocino County Air Quality Management District

Attn: APCO
1100 Hastings Rd, Suite A
Ukiah, CA 95482

- F. Survival. The obligations of this MOU, which by their nature would continue beyond the termination or expiration of the MOU, including without limitations, the obligations regarding Indemnification (Paragraph VII.A.) shall survive termination or expiration.
- G. Severability. Should any part of this MOU be held invalid by a court of competent jurisdiction, the remainder of the MOU shall be considered as the whole MOU and binding on the parties to the MOU.
- H. Execution in Counterparts. This MOU may be executed in counterparts, each of which shall be treated as an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____

DEPARTMENT HEAD

Date: _____

Budgeted: ☐ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☐ No

Grant No.:

COUNTY OF MENDOCINO

By: _____

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____

Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____

Deputy

INSURANCE REVIEW:

By: _____

Risk Management

Date: _____

Mendocino County Air Quality Management District

By: _____

JOHN HASCHAK, Chair
BOARD OF DIRECTORS

Date: _____

NAME AND ADDRESS OF MCAQMD:

1100 Hastings Rd. Suite A

Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____

COUNTY COUNSEL

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____

Deputy CEO or Designee

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____