

**For the Provision of Services and Payment Therefore
Between the
County of Mendocino
And the
Mendocino County Air Quality Management District**

Whereas the Mendocino County Air Quality Management District (the District) is a body corporate and politic and a public agency of the State of California as provided for in California Health and Safety Code, Section 40700, and

Whereas the jurisdiction of the Mendocino County Air Quality Management District is coterminous with the existing boundaries of Mendocino County; and

Whereas California Health and Safety Code, Section 40101(b) provides that the District may contract with the County of Mendocino (the County) for services, including, but not limited to, facilities and administrative, legal, health coverage, risk management, clerical, and other support services; and

Whereas California Health and Safety Code, Section 40120 states that all County officers and employees are *ex-officio* members of the District and shall perform for the District all such duties as they perform for the County.

Now, therefore the County and the District do agree as follows:

1. This agreement is entered into by and between the Mendocino County Air Quality Management District and the County of Mendocino.
2. The District and the County hereby agree that the County shall provide services to the District as set forth in this Agreement, and as provided for in Health and Safety Code, Section 40120.
3. The District and the County agree that District staff shall be represented by SEIU following historic precedent pursuant to the Hauser bill establishing county Air Districts.
4. The District agrees to budget for services provided by the County as provided for in Health and Safety Code, Section 40101(b) in an amount reflecting the previous year's expenditures and any projected changes. The District further agrees to transfer by journal entry actual costs incurred by the District into the County's appropriate revenue accounts upon final approval of the County and District budgets or as required. The County shall allocate the costs to the District for services in amounts corresponding to standard A87 accounting practices and schedules as determined by the County Auditor's Office.

MEMORANDUM OF UNDERSTANDING

5. The County Auditor's Office 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 current fiscal year.
6. Any travel expenses and registration fees for a County Officer to attend training, seminars, and meetings specifically related to air pollution will be charged against the District's accounts. Such expenses must receive prior approval from the Air Pollution Control Officer. Written materials and publications received as part of such training, seminars, and meetings will become part of the County Administrative Office library or other departmental library, or may be delivered to the District for retention in the District's library.
7. The County Auditor's Office shall keep accounts of time spent by the District providing services to the County. This accounting shall cover all services and related expenses provided to the County during the current fiscal year.
8. The County agrees to transfer by journal entry actual costs incurred by the County into the District's appropriate revenue accounts as required. The District shall allocate the costs to the County for such services in amounts corresponding to standard A87 accounting practices and schedules as determined by the County Auditor's Office.
9. The District and the County agree that the Air Pollution Control Officer and the District shall work within the County's agenda setting process in the interest of efficiently coordinating agenda items for the Air Quality Management District Board and the Board of Supervisors. The County shall not modify, withdraw, delay or otherwise act on District items beyond placing them on the Board's calendar. The County shall provide, in writing, any policy or procedural concerns regarding a particular agenda item to the Air Pollution Control Officer no less than one week prior to the date on which the item is to be heard by the Air Quality Management District Board.
10. This agreement shall remain in effect through the current fiscal year and each successive fiscal year thereafter or until such time as the District and the County agree to amend or cancel the agreement.
11. The District and the 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 cancellation of this agreement shall be approved by the Air Quality Management District Board and the Air Pollution Control Officer.
12. If neither party proposes amendments by April 1, of any year, this agreement is assumed to be in place for the following fiscal year as herein agreed to.

MEMORANDUM OF UNDERSTANDING

13. Either party may withdraw from this agreement without cause upon six (6) months notification.
14. This agreement becomes void immediately upon unification of the District with another adjacent air pollution control district or air quality management district as provided in Health & Safety Code, § 40150 *et seq.* or the legislative unification or dissolution of the District, or upon merger of the District into a regional air pollution control district as provided in Health and Safety Code, § 40300 *et seq.*

 (Acting APCO)

9/5/06

C. D. Wolbach, Ph.D.
Air Pollution Control Officer

Date




9.5.2006

Al Beltrami
Interim County Chief Executive Officer

Date

Approved As To Form


Jeanine Nadel
County Counsel

9.5.06

Date