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Date: NOV 01 1994

**MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF SHASTA
AND SHASTA COUNTY AIR POLLUTION CONTROL DISTRICT
CONCERNING ADMINISTRATION AND SUPPORT OF DISTRICT FUNCTIONS**

This Memorandum of Understanding ("MOU") is entered into between the County of Shasta ("County") and the Shasta County Air Pollution Control District ("District"), to set forth the terms by which the County shall provide facilities, and administrative, legal and other support services, to the District.

RECITALS

WHEREAS, the County has historically served as the County Air Pollution Control District in Shasta County, with its staff serving ex officio as District staff pursuant to Health and Safety Code Section 40120, and therefore has the necessary facilities and an organization in place for provision of administrative and other support services for ongoing District functions; and

WHEREAS, Health and Safety Code Section 40101, as recently amended, provides that a county district may contract, by a memorandum of understanding, with the county in which the county air pollution control district is functioning, to provide facilities and administrative, legal, health coverage, risk management, clerical and other support services, including those facilities and services that the county provided to the county district prior to July 1, 1994; and

WHEREAS, the parties desire to memorialize the terms by which historic and ongoing support provided by the County to the District, which enables District functions to be performed, will continue.

NOW, THEREFORE, it is agreed as follows:

TERMS

SECTION A. DISTRICT ADMINISTRATION, ETC. The County shall provide all

facilities, and administrative and other support services to enable the District to carry out its statutory obligations, as follows:

1. The Department of Resource Management shall administer the District's affairs, including all regulatory and enforcement activities required or permitted by applicable state law, and by all implementing rules, policies and procedures adopted by the District governing board. The Director of Resource Management and all Department of Resource Management/Air Quality Division staff shall serve ex officio as District staff, with the Manager of the Air Quality Division to serve as the District's Air Pollution Control Officer ("APCO").

2. The Shasta County Counsel's office shall provide legal counsel to the District as may be required.

3. The Shasta County Treasurer shall serve as the District Treasurer, and the Shasta County Auditor-Controller shall serve as the District Auditor-Controller.

4. The County Administrative Office, Support Services Division, shall provide all of those additional central support services necessary to allow the Department of Resource Management to provide agreed upon services to the District, including insurance coverage and related risk management, fleet management, and buildings and grounds services, consistent with County policies and practices.

5. In providing the staff support for District functions County adopted position classifications, employee salaries and benefits, and personnel rules, policies and procedures, as may be amended from time to time, shall apply to District employees, who shall be appointed by the APCO after consulting with and obtaining concurrence from the Director of Resource Management.

SECTION B. SUPPORT SERVICES COSTS; DISTRICT BUDGET. The actual direct and indirect costs incurred by the County in providing facilities and support services to the District shall be deemed District expenses. A separate District budget shall be maintained for District functions.

SECTION C. TERM OF AGREEMENT. This agreement shall commence on the date of execution by both parties and shall continue annually thereafter for each subsequent fiscal year.

SECTION D. ENTIRE UNDERSTANDING; MODIFICATION. This MOU constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless made in writing, and formally approved by both parties.

SECTION E. INDEMNIFICATION. The County, in its administration of District affairs as provided hereunder, shall hold harmless and indemnify the District, its elected officials, officers, and employees, against all claims, suits, actions, costs, legal fees, expenses, damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property being damaged by the County or any person employed by the County or in any capacity during the progress of administering District affairs, whether by negligence or otherwise.

SECTION F. NOTICES. Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent by first-class mail to the following addresses:

If to County:

County Administrative Officer
1815 Yuba Street, Suite 2
Redding, CA 96001


If to District:

Chairman
Shasta County Air Pollution Control
District Board
1815 Yuba Street, Suite 2
Redding, CA 96001

IN WITNESS WHEREOF, the County and District have executed this Memorandum
of Understanding on the day and year set forth below.

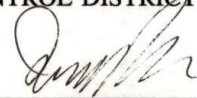
Dated: NOV 01 1994

COUNTY OF SHASTA



FRANCIE SULLIVAN, Chair
Board of Supervisors

Dated: _____

SHASTA COUNTY AIR POLLUTION
CONTROL DISTRICT


IRWIN FUST, Chairman

APPROVED AS TO ADEQUATE LEGAL FORM:
KAREN KEATING JAHR, County Counsel


JAMES M. UNDERWOOD
Deputy County Counsel

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