

MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE OFFICE
COUNTY OF PLACER

TO: The Honorable Board of Supervisors
FROM: Joel Joyce, Management Analyst
DATE: March 11, 2014
SUBJECT: Air Pollution Control District (APCD) – Placer County Memorandum of Understanding (MOU)

ACTION REQUESTED:

Adopt a resolution authorizing the Chairman to sign a Memorandum of Understanding between the County of Placer and the Placer County Air Pollution Control District.

BACKGROUND:

Air quality in California is regulated through a legal structure that moves from the federal government, through the state, and ultimately to regional air districts. These regional air districts have boundaries that are associated with a county, multiple counties, or an air basin. In its early years, your Board sat as the Placer County Air Pollution Control District (APCD) Board. Ultimately, your Board created the currently configured Placer County APCD Board. The Placer County APCD is staffed by Placer County employees.

Under the Health and Safety Code, when a County provides a County Air District with facilities or support services such as administrative, legal, health coverage, risk management, or clerical, those facilities or services should be provided under a written agreement.

In October 2006, the APCD Board and the Placer County Board of Supervisors approved a MOU. The MOU clarified and described the relationships between the APCD and the County in a variety of areas, including personnel, facilities, and provision of support services. Additionally, the MOU clarified personnel related matters, including employee rights, privileges, and responsibilities.

Due to changes in County policies and practices since the adoption of the 2006 MOU, and changes and growth in the Placer County APCD, it was agreed that the MOU needed updating. The MOU before your Board is a result of a collaborative process between representatives of the County and the Placer County APCD. The MOU will be in effect until terminated by either party upon sixty day written notice, or within ten years.

FISCAL IMPACT:

There are no direct impacts to the County as a result of entering into this MOU. The costs for services rendered, support provided, or obligation of the District are addressed through normal budgeting processes or contained in other operating agreements.

Attachments (2)

1. Placer County-APCD Resolution
2. Placer County-APCD MOU

**Before the Board of Supervisors
County of Placer, State of California**

**In the matter of: A RESOLUTION APPROVING
AND AUTHORIZING THE CHAIR, TO EXECUTE
MEMORENADUM OF UNDERSTANDING
(MOU) FORMALIZING THE RELATIONSHIP
BETWEEN THE COUNTY AND THE PLACER
COUNTY AIR POLLUTION CONTROL
DISTRICT (APCD)**

Resol. No:.....

**The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:**

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

**Attest:
Clerk of said Board**

Chair, Board of Supervisors

**WHEREAS, an Air Pollution Control District (APCD) may enter into an agreement
with a County for the provision of facilities, administrative, professional services
and usual support services, and employee benefits and services;**

**WHEREAS, APCD staff are comprised of County employees as ex officio officers
and employees of the APCD; and**

**WHEREAS, the APCD Board provides for the number of allocations of positions
and employees for the APCD, provides for their duties, provides for the**

compensation, provides for the times at which they shall be appointed, pays its staff from APCD funds, and appoints the APCD Officer, and

WHEREAS, the APCD may contract, by a memorandum of understanding, joint powers agreement, or other legal agreement, with the County, to provide facilities, and administrative, legal, health coverage, risk management and other support services (HSC Sec. 40101): and

WHEREAS, the APCD Officer appoints, pursuant to the County's Civil Service System and subject to the discretion of the APCD Board, all other APCD staff or employees; and

WHEREAS, the APCD Board controls APCD staff and employees with respect to APCD business; and

WHEREAS, Placer County maintains a legal interest in, responsibility to, and authority over its employees working for the APCD; and

WHEREAS, the historic cooperative relationship between the APCD and Placer County has been and continues to be of mutual benefit to both, providing reliable and cost effective services and resources, thereby enhancing the delivery of respective programs and operations by both parties; and

WHEREAS, it is in the best interest of both parties to formalize the relationship regarding the provision of such services by Placer County to the APCD and with respect to employees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER that the County of Placer approves entering into the Memorandum of Understanding with the Placer county air Pollution Control District Board of Directors and authorizes the Chairman to sign on behalf of the Board.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT
AND THE COUNTY OF PLACER**

The Placer County Air Pollution Control District and the County of Placer do hereby agree to the following Memorandum of Understanding (MOU).

Definition Section.

ALLOCATION: The official determination of the class in which a position shall be deemed to exist and the assignment of an individual position to an appropriate class.

APCO: Placer County Air Pollution Control Officer and/or Director, appointed by the Placer County Air Pollution Control District Board of Directors on a temporary or permanent basis.

CLASSIFICATION: the judging of a position's contents and its allocation by the commission to a class in accordance with the duties performed and the authority and responsibilities exercised.

CEO: Placer County Executive Officer or designee.

COUNTY: The County of Placer.

COUNTY BOARD: The County of Placer Board of Supervisors.

COUNTY POLICY: Written County codes, rules, guidelines, policies, procedures, or practices.

DISTRICT: Placer County Air Pollution Control District, a county air pollution control district pursuant to Section 40000 et seq. of the California Health and Safety Code.

DISTRICT BOARD: Placer County Air Pollution Control District Board of Directors.

DISTRICT BUSINESS: Matters relating to administration, regulation, enforcement, and organizational issues respecting the DISTRICT, California Air Pollution Control Laws, the Federal Clean Air Act, and federal air pollution control laws and regulations, and local Air Pollution Control District's Rules and Regulations, including but not limited to, the DISTRICT budget, including allocation of positions, matters before the DISTRICT BOARD and other DISTRICT Committees and Boards, appointment of employees, and assignment of DISTRICT work to employees.

DISTRICT STAFF: Placer County employees working for the Placer County Air Pollution Control District as ex officio employees and officers.

POLICY: Written code, rule, guideline, policy, procedure, or practice.

Agreement.

1. **County Services provided to the District.**

A) The DISTRICT and the COUNTY agree that the foundation of this agreement is that the DISTRICT will pay a fair and equitable amount for the services provided by the COUNTY to the DISTRICT. The parties agree that payment arrangements which support this foundation include direct billing, agreements based on set amounts for services, or billing through A-87 methodologies. The District and the County agree that all costs for services provided to the District by the County shall be fairly and equitably determined in a manner consistent with this MOU.

B) Unless otherwise provided by law, or unless the COUNTY agrees to provide a service or facility for an amount pursuant to its policy of allowing the Auditor to approve charge out rates between departments for an agreed upon rate (the District is treated like a Department in this unique circumstance), the DISTRICT will pay the COUNTY for its services and facilities at the normal and customary rate that the COUNTY charges for such or similar services and facilities to similarly situated entities.

C) Pursuant to a side agreement as described within Section 6, the COUNTY may agree to a services agreement based on hourly work, or the parties may agree on a set contract amount to be paid by the DISTRICT regardless of staff hours spent.

D) When services are procured outside of a side agreement as described under Section 6, the COUNTY charges to the DISTRICT shall occur in one of two ways:

i. **Internal Service Funds**

The DISTRICT will pay the COUNTY for its services from COUNTY Internal Service Fund Departments at the normal and customary rate which is the sum total of the DISTRICT's payment obligation.

ii. **A-87 Charging Methodologies**

In the alternative, all other services provided to the DISTRICT by the COUNTY shall be charged through A-87 methodologies, and if any direct charges occur for such services, they shall result in a credit against A-87 charges. A-87 charges associated with these services are to be reviewed and upon agreement between the parties shall be included or excluded in the payment of A-87 charges to the District. The A-87 charges to the DISTRICT shall be based solely on services received and the allocation of charges to the DISTRICT shall be apportioned based on its use of services.

a) **A-87 Methodologies and Rate Plans:** The COUNTY agrees to provide and discuss with the DISTRICT the current A-87 Rate Plans, A-87 methodology, and other information necessary for the DISTRICT to ascertain how A-87 charges are currently calculated and allocated to the DISTRICT. The DISTRICT may advise the COUNTY of errors and request adjustments. The parties agree that after this initial review of the County rate plans, the District shall receive notice of changes to such plans, as described in the following section.

b) **Changes to A-87 Rate Plans, Methodology, and Levels of Service:** Where the COUNTY intends to increase any rate within a rate plan (as described above) paid by the DISTRICT for any service, change the methodology used to calculate or allocate charges to the DISTRICT, or reduce the level of service it offers to the DISTRICT (separate and apart from side agreements), the COUNTY will give the DISTRICT notice of its intended increase or change for the following fiscal year no later

than March 1st preceding the fiscal year when the change would take effect. The DISTRICT may advise the COUNTY of errors and request adjustments.

E) Estimated Charges: No later than March 1st of each year the COUNTY will provide the DISTRICT estimated charges for the following fiscal year. The COUNTY and the DISTRICT will work cooperatively to ensure all charges are consistent with the amount of services provided to the DISTRICT, and that there are no mathematical errors.

F) Charges Notification: No later than the May 1st of every year the CEO will provide the DISTRICT a notice of estimated COUNTY services charges that shall be called the "Annual Notice of County Estimated Charges". The DISTRICT and COUNTY agree that the estimated charges should be generally consistent with the previously agreed upon estimated charges, including any agreed upon adjustments.

G) Payment: The DISTRICT will pay for services through the COUNTY accounting system, or through direct payment, where appropriate. Nothing contained herein shall preclude the parties from entering into or modifying the services contracted for pursuant to the MOU by amendment, as provided for in Section 10, or through a side agreement, as described in Section 6.

H) Credits for Overpayments: Any costs incurred for and paid by the DISTRICT outside of a negotiated side agreement (e.g. Internal Service Fund and/or A-87 charges) for which it is ultimately determined that an overpayment of total costs has occurred and/or a crediting of costs will be provided, shall result in the distribution of a proportionate share of overpaid / credited costs to the DISTRICT at the same time said distribution is provided to all affected cost pool participants.

2. Policies. Attachment 1 contains an identification of which COUNTY POLICIES will apply to the DISTRICT; whether a COUNTY POLICY will apply either in whole, in part, or as modified, and/or whether the DISTRICT will adhere to an alternate POLICY approved by the APCO. If a COUNTY POLICY as it exists on the date this MOU is effective is not included in Attachment 1, it will be presumed that the parties intended that the DISTRICT will not adhere to said COUNTY POLICY with the exception that any COUNTY POLICY that relates to the terms and conditions of employment of the DISTRICT STAFF shall apply without regard to inclusion in Attachment 1. Nothing contained herein shall preclude the parties from modifying the POLICIES that the DISTRICT adheres to pursuant to the MOU. With the exception of COUNTY POLICY that relates to the terms and conditions of employment of the DISTRICT STAFF, any COUNTY POLICY adopted or amended after this MOU is effective will not apply to the DISTRICT until Attachment 1 is modified to reflect such change.

3. APCO.

A) The DISTRICT BOARD will not delegate, to the COUNTY, or to any officer thereof, its authority to hire or terminate the APCO.

B) As to DISTRICT BUSINESS, the APCO receives his/her direction from and reports to only the DISTRICT BOARD.

C) The DISTRICT BOARD shall have the authority to set the salary of the APCO. The DISTRICT BOARD'S determination in this regard shall not be subject to the provisions of any COUNTY compensation plan. All performance and other personnel-type related evaluations of the APCO will be performed by the DISTRICT BOARD.

D) As to personnel-type issues involving any DISTRICT STAFF, including employee rights, benefits, privileges, and responsibilities, and as to matters related to COUNTY POLICIES and COUNTY services the APCO has access to and may consult with the DISTRICT BOARD and CEO.

4. **District Staff.**

A) As to DISTRICT BUSINESS, DISTRICT STAFF (other than the APCO) receive their direction from and report to the DISTRICT BOARD through the APCO. As to the terms and conditions of employment, including employee rights, benefits, privileges, and responsibilities, DISTRICT STAFF shall adhere to County Code and County labor agreements and shall have access on these issues to appropriate COUNTY designated individuals or entities.

B) The DISTRICT BOARD authorizes the appropriate representatives of the COUNTY BOARD to continue to collectively bargain on its behalf with respect to the setting of wages and benefits for DISTRICT STAFF. The DISTRICT BOARD authorizes the COUNTY BOARD to act on its behalf with respect to reaching agreements as part of the collective bargaining process on these issues. The DISTRICT BOARD will accept the salary, wage, and benefits agreed to for DISTRICT STAFF by the COUNTY BOARD as part of the collective bargaining process. Upon completion of negotiations, applicable agreements will be submitted to the DISTRICT BOARD for any necessary budget considerations and related matters.

C) The COUNTY and DISTRICT agree that any authority given to the CEO by the COUNTY BOARD in relation to personnel issues shall apply to the APCO in relation to DISTRICT STAFF.

D) Classification actions affecting DISTRICT positions or classifications will be handled consistent with any other COUNTY position.

i. For proposed changes in Job Specifications or classifications that exist only in positions held by DISTRICT STAFF, any request for a proposed study or other change will be initiated by the APCO to the COUNTY Personnel Director or designee for handling.

ii. Proposed changes in positions/ classifications that effect positions held by a broader class than only DISTRICT STAFF may be initiated by the COUNTY without a request from the DISTRICT. Requests for changes regarding such positions/ classifications by the APCO should be made to the CEO and COUNTY Personnel Director.

E) Allocations affecting DISTRICT positions or classifications will be handled consistent with any other COUNTY position.

i. The number of positions for each classification assigned to the DISTRICT shall be as set forth in the annual budget approved by the DISTRICT BOARD.

ii. The DISTRICT may change the number of classifications and/or positions if sufficient funds have been budgeted in the DISTRICT BOARD approved budget. Obtaining the written approval of the CEO is not required.

F) The applicable Labor MOU between the Placer Public Employees Organization (PPEO) and the COUNTY and all side letters of agreement to the Labor MOU will apply to the DISTRICT.

G) This MOU is intended only to memorialize the particulars of the relationship between the DISTRICT and the COUNTY. It is not intended, nor should it be construed,

to affect the relationship between any employee and the DISTRICT or between any employee and the COUNTY. This MOU does not create any beneficial right or interest for any employee.

H) The COUNTY BOARD does not delegate its authority or purview over the COUNTY code, personnel allocation, civil service procedures, and salary and compensation to any other body.

5. **DISTRICT Support to COUNTY.**

A) At the request of the COUNTY CEO and with DISTRICT agreement, the DISTRICT will provide support on issues related to COUNTY POLICIES, services, or DISTRICT STAFF as they relate to DISTRICT BUSINESS.

B) At the request of the CEO, the APCO will provide administrative or other support to the CEO on issues related to DISTRICT BUSINESS, including but not limited to, briefings on the DISTRICT BOARD'S agenda. At the request of the CEO, the APCO will take into consideration the CEO'S perspectives on DISTRICT BUSINESS, and where appropriate, will present said perspective to the DISTRICT BOARD.

C) As governmental entities, both the COUNTY and DISTRICT provide services to each other, to other governmental entities, and to the public for which costs are not directly recovered. These services are part of the obligations and duty of government and may be provided in the spirit of governmental reciprocity.

D) The COUNTY and the DISTRICT will work cooperatively to provide information, functional support, and programmatic support on issues in which they have a shared regulatory interest.

6. **Side Agreements.** The DISTRICT and COUNTY may enter into separate agreements governing the provision of discrete services, which shall be consistent with this MOU. Such agreements shall be reviewed annually, and may be amended, cancelled or extended as agreed upon by the parties in writing. The DISTRICT shall provide to the COUNTY CEO's Office a list of its agreements with the COUNTY no later than September 1 of each year.

7. **OPEB Costs.** DISTRICT employees are part of the CalPERS system for health and retirement benefits, through the COUNTY. Consistent with the goals of the Government Accounting System Board (GASB) 45, COUNTY is setting aside funding to mitigate fiscal impacts of Other Post Employment Benefits (OPEB). As provided for in the OPEB agreement between the COUNTY and the DISTRICT that was signed on May 12, 2008, beginning July 1, 2009, DISTRICT shall pay directly to the COUNTY'S California Employer's Retiree Benefit Trust (CERBT) 100% of the OPEB annual required contribution (ARC) for each DISTRICT employee, at a rate at least consistent with the most recent actuarial study, not to exceed the rate actually paid by COUNTY for other employees. These payments will continue and will be processed on or around April 1st of each fiscal year. Additionally, these ARC payments will be actuarially determined through reports commissioned by the COUNTY'S Auditor Controller in keeping with Government Accounting Standards Board (GASB) requirements. All requirements of the OPEB agreement between the COUNTY and the DISTRICT shall be in effect until either the COUNTY or DISTRICT amends or terminates the agreement.

8. **Indemnification.** For any and all claims, suits, actions or special proceedings that may be brought by applicants for DISTRICT employment, panels or boards, or by current or former DISTRICT STAFF regarding the course and scope of their employment with the DISTRICT: The DISTRICT will be responsible to defend and indemnify itself and any individuals who are or were at relevant times members of DISTRICT STAFF, the DISTRICT BOARD, or other DISTRICT panels or boards. The COUNTY will be responsible to defend and indemnify it's self and any individuals who are or were at relevant times COUNTY employees or officers and not members of DISTRICT STAFF, the DISTRICT BOARD, or other DISTRICT panels or boards. This provision is not intended to create any rights or cause of action in favor of an individual against the DISTRICT or COUNTY, or to enlarge in any way the obligations of the DISTRICT or COUNTY to provide a defense or indemnification to their employees, officers, or agents, but is intended solely to provide for an understanding between the DISTRICT and COUNTY as to how to apportion their responsibilities for indemnity.

Where the DISTRICT or COUNTY is named as a party to a third party lawsuit or claim, whether judicial or administrative in nature, in which a primary issue of the complaint or cross complaint includes allegations of wrongful conduct involving a COUNTY or DISTRICT employee or allegations amounting to liability in tort, each agrees not to cross complain or otherwise seek indemnity or contribution, of any type or degree, against the other. This provision of indemnification shall be used within any other Agreements entered into between the COUNTY and the DISTRICT.

9. **Attachments.** Attachment 1 to this MOU is incorporated fully as contained herein.

10. **Amendment.** This MOU, including its attachments, or any portion thereof, may be amended in writing by action of the DISTRICT and COUNTY. Proposed changes or amendments may be recommended by any member of either BOARD, either BOARD as a whole, the APCO, or the CEO. Proposed changes or amendments will be considered initially by both the APCO and the CEO, with recommendations forwarded to the respective BOARD, with the exception of amendment of Attachment 1. Attachment 1 may be amended in writing jointly by the APCO and CEO without further action by the DISTRICT and COUNTY BOARDS. Should the recommendations of the CEO and the APCO be different, it shall be so noted in the staff documentation forwarded to the BOARDS, and the BOARDS will resolve the differences.

11. **Term.** This MOU shall continue in full force and effect until terminated by either party upon sixty (60) days written notice to the other, or within ten years from the effective date, whichever occurs first.

12. **Effective Date.** This MOU will be effective on the last date to appear below.

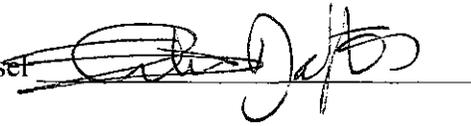
Dated: 2/13/2014

By: 
Chairman of the Placer County
Air Pollution Control District Board

Dated: _____

By: _____
Chairman of the Placer County
Board of Supervisors

Approved as to form: District Counsel

A handwritten signature in black ink, appearing to be "John J. [unclear]", is written over a horizontal line.

Approved as to form: County Counsel _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT
AND THE COUNTY OF PLACER**

ATTACHMENT 1

COUNTY POLICIES

This document contains an identification of which COUNTY POLICIES will apply to the DISTRICT; whether a COUNTY POLICY will apply either in whole, in part, or as modified; or whether the DISTRICT is excluded from the COUNTY POLICY, and/or whether the DISTRICT will adhere to an alternate POLICY approved by the APCO. If a COUNTY POLICY is not included in Attachment 1, it will be presumed that the parties intended that the DISTRICT will not adhere to said COUNTY POLICY unless that COUNTY POLICY relates to the terms and conditions of employment of the DISTRICT STAFF in which case all POLICIES apply. Nothing contained herein shall preclude the parties from modifying the POLICIES that the DISTRICT adheres to pursuant to the MOU. Any COUNTY POLICY adopted after the approval of this MOU will not apply to the DISTRICT unless Attachment 1 is modified to reflect such change, except that any COUNTY POLICY that relates to the terms and conditions of employment of the DISTRICT STAFF shall apply.

General provisions applicable to all items contained in this Attachment: Where a modification indicates that the relevant processes and procedures shall substitute the APCO and the DISTRICT BOARD as the applicable decision makers in the place of COUNTY counterparts, this should be read to substitute the following references and meanings: "Placer County Board of Supervisors" or similar shall mean the DISTRICT BOARD. "Clerk of the Board of Supervisors" or similar shall mean Clerk of the DISTRICT BOARD. "Department" or similar shall mean the DISTRICT. "Department heads" or similar shall mean the APCO. "CEO", "County Executive Office", "County Executive", or similar shall mean the APCO.

1. DISTRICT will adhere to the following COUNTY POLICIES:
 - Code of Ethics; Version 1.1 (November 23, 2010)
 - County Office Hours and Work Schedules Policy – Non Exempt Version 1.0 (March 7, 2013)
 - Meals, Lodging, Travel and Transportation Policy Version 1.0 (11/13/10)
 - Exempt Employee Work Schedule Policy Version 1.0 (April 4, 2013)
 - Credit Card Policy Program - Version 1.0 (11/23/10)
 - Debt Management Policy - Version 1.0 (4/18/03)
 - Accounting Policies and Procedures; Version dated May 2013
 - Capital Assets – Policies and Procedures; Version dated January 2011
 - Charge-Out Rate Policy; Version 1.1 (November 15, 2010)
 - Internal Control Standards Manual; Version dated July 2005
 - Data Network Security Standards Policy; Version 1.0 (September 2010)
 - Network Access Standards Policy; Version 1.1 (May 2012)
 - Mobile Communication Devices Policy Version 2.0 (November 13, 2013)

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BETWEEN THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT
AND THE COUNTY OF PLACER**

- Website Management; Version 1.0 (May 2007)
- Policy Against Workplace Violence Policy; Version 1.0 (June 2000)
- Placer County Discrimination and Harassment Policy; Version 1.0 (June 2000)
- Placer County Voicemail, E-Mail, Internet and Computer Use Policy; Version 1.0 (June 2000)
- Placer County Drug and Alcohol Abuse Policy; Version 1.0 (June 2010)
- Employer – Employee Relations Policy; June 24, 2001
- Equal Employment Opportunity Program; Version 1.0 (December 13, 2011)
- Reasonable Accommodations Policy - November 23, 2004
- Tuition Reimbursement – Version 1.0 (January 2006)
- Resources Policy - November 23, 2010
- Reuse and Recycling Policy - November 23, 2010

COUNTY will notify DISTRICT if and when any changes are made to these policies and when newer versions are adopted by COUNTY after the approval of the MOU. The changes will not apply to the DISTRICT unless Attachment 1 is amended to reflect the changed or newer version, except that any COUNTY POLICY that relates to the terms and conditions of employment of the DISTRICT STAFF shall apply.

2. DISTRICT will adhere to these COUNTY POLICIES as modified:

- Other Post Employment Benefits (OPEB) Costs. As provided for in the OPEB agreement between the COUNTY and the DISTRICT that was signed on May 12, 2008, beginning July 1, 2009, DISTRICT will pay directly to the COUNTY's California Employer's Retiree Benefit Trust (CERBT) 100% of the OPEB annual required contribution (ARC) for each DISTRICT employee, at a rate at least consistent with the most recent actuarial study, not to exceed the rate actually paid by COUNTY for other employees. The OPEB agreement's reference to paragraph 7 of the October 24, 2006, MOU between the COUNTY and DISTRICT shall be taken to refer to paragraph 6 of this MOU.
- Accounting Manual for Cash, September 2007. The following exception is made: the DISTRICT will deposit daily any received funds totaling \$10,000 or over. Every effort will be made to make the deposit deadline of 3:00 PM; if the DISTRICT receives funds after the 3:00 PM deadline, the deposit will be made by 5:00 PM with receivable recording on the following work day. The DISTRICT will make a weekly deposit on the last work day of the each week, usually on Friday, even if the amount which has not been deposited does not in aggregate total \$10,000 or more.
- Volunteer Policy, Version 1.0 September 2010 (formerly Chapter 14) with the following exceptions: any DISTRICT volunteers shall be covered by the DISTRICT and not the COUNTY for Workers Compensation benefits. Any volunteer injured while performing services for the DISTRICT shall be treated for Workers Compensation purposes as an employee of the DISTRICT. Chapter 4, section 4.1, and the provisions of the Placer County Code, Chapter 2, that it refers to, will not apply to the DISTRICT.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT
AND THE COUNTY OF PLACER**

3. In lieu of adherence to COUNTY policies, DISTRICT will adhere to an alternate DISTRICT specific policies¹ as follows:
- Board Adopted Purchasing Policy and Handbook (February 2011)
 - Vehicle Use and Safety Policy (December 20, 2013)
 - Legal Advertising Policy (August 1, 2012)
 - Records Management and Retention Schedule (October 10, 2013)
 - Injury and Illness Prevention Program (April 10, 2012)
 - Use of District Facilities (August 1, 2012)
 - Energy Policy (August 1, 2012)

¹ The District has developed District specific policies for the subject areas listed to replace County policies. Where the District policy is silent on an issue, the District will follow County policy with regard to that issue. The District has provided District policies for these subject areas to the Placer County Auditor-Controller for review and comment regarding the adequacy of internal controls.

