

SACRAMENTO VALLEY AIR BASIN  
AIR POLLUTION CONTROL COUNCIL  
JOINT POWERS AGREEMENT

THIS AGREEMENT is made among the districts named below on the understanding that under this agreement each district's ongoing programs are not to be affected in performance or costs, nor be modified, without a district's concurrence.

Butte County Air Pollution Control District,  
hereinafter referred to as "Butte" and the

Colusa County Air Pollution Control District,  
hereinafter referred to as "Colusa" and the

Glen County Air Pollution Control District, hereinafter  
referred to as "Glenn" and a

Portion of the Placer County Air Pollution Control  
District, West of Range 9 East, Mount Diablo Base and Meridian,  
hereinafter referred to as "Placer" and the

Sacramento County Air Pollution Control District,  
hereinafter referred to as "Sacramento" and the

Shasta County Air Pollution Control District,  
hereinafter referred to as "Shasta" and the

Tehama County Air Pollution Control District,  
hereinafter referred to as "Tehama" and the

Yolo-Solano Air Pollution Control District, hereinafter  
referred to as "Yolo-Solano" and the

Yuba County Air Pollution Control District, hereinafter  
referred to as "Yuba" with reference to the following:

WHEREAS, Butte, Colusa, Glenn, Placer, Sacramento,  
Shasta, Sutter, Tehama, Yolo-Solano, and Yuba Air Pollution  
Control Districts are desirous of entering into an agreement as

described in Section 40701 of the California Health and Safety Code, further described in Section 90120 of Title 17 (Part III, Chapter 1, Subchapter 3) of the California Administrative Code, for the establishment of a coordinated basinwide air pollution control program for the Sacramento Valleywide Air Basin; and

WHEREAS, the above-named districts have adopted the minimum requirements contained in the Basin Plan; and

WHEREAS, the governing boards of all parties to this agreement have determined that the sharing of equipment and personnel between districts is in the best public interest; and

WHEREAS, the establishment of this sharing agreement will better utilize personnel and equipment in the Sacramento Valley Air Basin;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Air Basin Control Council may establish zones within the Air Basin that take into consideration topography, geography, population, air quality, and economy. Designation of such zones shall be done with proper consultation and the approval of the Governing Boards of the affected districts so as to insure that no district shall be included in any particular zone unless that district so agrees.

2. These zones may have rules which are more stringent than the adopted minimum rules of the Air Basin Control Council when mutually agreed by majority vote of the council.

3. Each district with capabilities will share equipment and personnel when requested by another district for all phases of air pollution activities, provided the districts plan the activity to fit the origin district's work schedule.

4. Sharing shall include resources for:

- (a) Air Monitoring
- (b) Engineering
- (c) Enforcement
- (d) Source Testing
- (e) Other activities agreed to mutually between districts.

5. Clerical costs shall be shared by each district as contained in the Basin bylaws.

6. Inter-district disputes shall be adjudicated by the following:

(a) Air Pollution Districts involved shall meet and attempt to resolve disputed issues.

(b) If not resolved, the President of the Council may appoint a committee of three (3) members of the Council who are not directly involved in the dispute to hear, resolve, or recommend correction action.

(c) If the committee cannot resolve the dispute, they shall recommend methods of resolving the dispute to the Control Council. A majority of the Control Council membership may resolve the dispute.

(d) If no decision has been reached by the above methods, the dispute shall be heard by a neutral arbitrator appointed by the Presiding Superior Court Judge of a county acceptable to the parties of the dispute. If no agreement can be made, then Council shall choose a judge. The decision of such arbitrator shall be binding on the districts involved and the Control Council. Cost of such arbitration shall be borne proportionately per capita by the districts involved.

7. Employee Status. For this agreement and for the sole purpose of giving legal status to the performance thereof, where necessary, every officer and employee of the parties hereto engaged in the performance of any service hereunder shall be deemed an officer or employee of any other party while performing services for that party, which services are within the scope of this agreement and are purely district functions.

8. A schedule of fees for shared services shall be prepared by the Technical Advisory Committee to be used by participating districts and shall be updated as needed to reflect changing costs. These charges shall be approved by Council.

9. Payment of fees shall be made by prearranged agreement of participating districts when reciprocal sharing cannot be arranged.

10. (a) Participation by and the obligation of any party to this agreement may be terminated by the terminating party giving written notice at least thirty (30) days in advance of such termination to the other parties of this agreement.

(b) This agreement shall become effective on and shall remain in effect thereafter until terminated by mutual agreement of the districts party to this agreement at the time of termination.

(c) In the event any party hereto terminated their participation in this agreement, whatever contributions or share of property held by the joint powers agency shall not be refunded to such terminating party until this agreement is terminated by a majority of the districts party hereto.

11. Liability. Notwithstanding Section 4 of this agreement, the parties shall not assume, nor shall any party be deemed to assume liability for:

(a) Any act or omission of any other party to this agreement where in performance of this agreement or not;

(b) The payment of wages, benefits, or other compensation to officers, agents, or employees of any other party to this agreement.

(c) The payment of workers compensation as indemnity to officers, agents, or employees of any other party to this agreement for injury or illness arising out of the performance of this agreement.

12. The parties to this agreement may provide for contributions from the treasurer of the various counties and/or districts which contributions may be made for the purpose set forth in this agreement. Payments of public funds may be made to defray the costs of such purposes, and advances of public funds

may be made for the purpose set forth in this agreement. Such advances shall be repaid as provided herein. Personal equipment or property of one or more parties to this agreement may be used in lieu of other contributions or advances. Notwithstanding anything to the contrary herein, the joint powers agency established herein shall have absolutely no authority to assess the members who are parties hereto, and any contributions to be made by the members shall be done by agreement. The Auditor and Treasurer of the County of Butte are hereby designated as the depository of any funds to be received by the joint powers agency and shall be responsible for accounting for such funds as provided in Government Code, Section 6505. The County of Butte shall be reimbursed by the joint powers agency established herein for said services at the cost of said services to the County of Butte.

13. The joint powers agency may apply for and obtain grants from state, federal and other sources for the purpose set out in this agreement, including, but not limited to, programs for the enhancement of air quality. In the event of dissolution of this agreement, each district a party to this agreement shall receive an equal share of the disposition of property or surplus money held at the time of dissolution by said agency. In the event any of the parties hereto have contributed property or funds, the contributing party shall receive a pro rate share of any property or surplus money or assets based upon the ratio of contribution by that party to the contributions made by the other parties. In the event a party to this agreement terminates pursuant to the provisions of Paragraph 10 herein, no

distribution of assets, property or surplus funds shall be made to that terminating party until a majority of members party hereto have decided to terminate this agreement, and in which case this agreement shall be terminated.

14. The Board of Directors of the Joint Powers Agency established herein shall consist of those directors of the various districts a party hereto who have been selected to serve on the coordinating council, with each district having one director as representative. The officers of the Joint Powers Agency shall be the same as those selected by the coordinating council for its representative.

15. Notwithstanding the provisions of Government Code, Section 895, et seq., regarding contribution or indemnification, each party to this agreement shall be solely responsible and liable, as between the parties to this agreement, for its own negligent or wrongful acts or omissions in their performance of this agreement, and in this regard, each party hereto agrees to defend and hold the other parties to this agreement, their officers, agents, and employees, harmless from any and all claims, demands, causes of action, liability, or losses arising out of or because of any acts done or omitted by a party to this agreement in performance of this agreement.

Executed this 26th day of August , 1986, by the following:

  
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Chairman, Placer County Air Pollution Control Board

APPROVAL AND AGREEMENT

The undersigned Air Pollution Control Districts hereby approve the request of the Placer County Air Pollution Control District to become a party to the Sacramento Valley Air Basin Air Pollution Control Council Joint Powers Agreement.

It is further agreed that this approval and agreement shall become effective upon execution hereof by each of the undersigned districts, and that thereafter the Placer County Air Pollution Control District shall be a party to said Joint Powers Agreement and subject to all the terms and conditions of said agreement.

Dated: 10-21-86

BUTTE COUNTY AIR POLLUTION CONTROL DISTRICT

BY Ed McLaughlin

Dated: 10/14/86

COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

BY James R. Foster

Dated: October 7, 1986

GLENN COUNTY AIR POLLUTION CONTROL DISTRICT

BY [Signature]  
CHAIRMAN, AIR POLLUTION CONTROL DISTRICT, BOARD OF DIRECTORS

Dated: NOV 04 1986

SACRAMENTO COUNTY AIR POLLUTION CONTROL DISTRICT

BY Ellen Green

Dated: October 7, 1986

SHASTA COUNTY AIR POLLUTION CONTROL DISTRICT

BY

Stephen C. Shendrum

Dated: 11-4-86

SUTTER COUNTY AIR POLLUTION CONTROL DISTRICT

BY

Tom P. J. J. J.  
KLD

Dated: 10/7/86

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT

BY

Bill Filburn  
Chairman of the Board of Supervisors

Dated: October 8, 1986

YOLO-SOLANO AIR POLLUTION CONTROL DISTRICT

BY

Betsy A. Marchand

Dated: October 14, 1986

YUBA COUNTY AIR POLLUTION CONTROL DISTRICT

BY

Michelle D. Matthews  
Chairman