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**Memorandum**

To: Sacramento Valley Basinwide Air Pollution Control Council  
From:  Jim Wagoner, Air Pollution Control Officer  
Date: July 24, 2007  
Subject: Memorandum of Understanding (MOU) with Butte County AQMD  
for Records Custodian Services

At the June 8<sup>th</sup> meeting the BCC appointed Butte County AQMD as the BCC Records Custodian. Minimal work is expected for this assignment and the BCC did not budget funds for the current fiscal year.

Butte is requesting that the BCC enter into an MOU to define the level of services to be provided. The attached MOU has been reviewed and recommended by the TAC for BCC acceptance and approval.

Attachment

**MEMORANDUM OF UNDERSTANDING  
REGARDING RECORDS CUSTODIAN SERVICES**

**For the  
SACRAMENTO VALLEY BASINWIDE AIR POLLUTION CONTROL COUNCIL**

**1. Parties.** This Memorandum of Understanding (MOU) is between the Sacramento Valley Basinwide Air Pollution Control Council (BCC) and the Butte County Air Quality Management District (District), each of which is a body corporate and politic and a public agency of the State of California.

**2. Purpose.** The purpose of this MOU is to memorialize the agreement between the parties for the District to provide the services of Records Custodian to the BCC. The District was appointed as the BCC's Records Custodian at the June 8, 2007 meeting, pursuant to Article V paragraph E of the BCC Bylaws.

**3. Records Custodian Services.** The BCC and District agree that the following services will be provided by the District. Except as noted, the District agrees to provide these services at no cost to the BCC. Any services in addition to the following may be billed to the BCC at the District's cost.

- a. The District is providing a service to store existing records and is not providing a service to check files in and out, mail files and/or provide copies of files.
- b. The files will be available at the District's office to the Secretary/Treasurer who will have access to the stored files for BCC needs.
- c. The Secretary/Treasurer will maintain current files (approximately one year worth) at the BCC Secretary/Treasurer office location. These files are not the responsibility of the District.
- d. When Secretary/Treasurer is ready to submit prior fiscal year records for storage she/he will provide an index listing each file presented for storage. This list will become part of the BCC records.
- e. When Secretary/Treasurer removes files she/he will list each file removed from the District office and keep this list with the files.
- f. Files will be stored in cardboard storage boxes provided by the BCC. The BCC agrees to purchase a file cabinet or fire proof file cabinet if the BCC decides to store their records in such. While the District will provide reasonable care of the BCC records it is not responsible for damage due to fire, water, theft or vandalism.
- g. If the BCC decides at a future date to have the records recorded and retained in electronic media and/or develop and implement a records retention schedule the District will not be responsible for these activities unless a separate contract is executed with the BCC to cover the District's costs of this service.
- h. The District will maintain the existing file index. This MOU does not include the task of

**Records Custodian Memorandum of Understanding**

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preparing a revised file index or file guide.

4. **Effective Date.** This MOU is effective July 1, 2007.

5. **Termination.** This MOU may be terminated by either party by giving written notice to the other party of at least sixty (60) days.

6. **Acceptance of Agreement.**

By the Sacramento Valley Basinwide Air Pollution Control Council

\_\_\_\_\_ Date: \_\_\_\_\_

By the Butte County Air Quality Management District

\_\_\_\_\_ Date: \_\_\_\_\_