

**MEMORANDUM OF UNDERSTANDING FOR INTERIM ADMINISTRATIVE SERVICES FOR  
THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF TUOLUMNE**

This Memorandum of Understanding ("Agreement") is made by and between the Local Agency Formation Commission of the County of Tuolumne (the "Commission"), and the City of Sonora (the "City").

**RECITALS**

**WHEREAS**, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "Act") requires the Commission to appoint an executive officer, legal counsel, and such other staff as it deems appropriate, and to make its own provision for necessary quarters, equipment, and supplies; and

**WHEREAS**, the Act allows the Commission to contract with another public agency for personnel and facilities; and

**WHEREAS**, currently the County of Tuolumne provides Commission personnel and facilities; and

**WHEREAS**, the County of Tuolumne will no longer be providing personnel and facilities to the Commission beginning January 1, 2025; and

**WHEREAS**, the Commission is exploring options to hire an independent Executive Officer and legal counsel with the intention to independently staff the Commission; and

**WHEREAS**, the Commission will require interim administrative personnel and facilities to continue operations once the County of Tuolumne is no longer providing services and before the Commission is able to contract for independent services; and

**WHEREAS**, the Commission desires to continue operations after January 1, 2025, by receiving interim administrative support staff, meeting space, technological assistance, and supplies from the City of Sonora; and

**WHEREAS**, the City of Sonora is willing to provide interim administrative support staff, meeting space, technological assistance, and supplies to the Commission beginning on January 1, 2025, until the Commission has contracted for independent services.

**AGREEMENT**

**NOW, THEREFORE**, the Commission and the City agree as follows:

**1. Purpose**

The purpose of this Agreement is to set forth the terms and conditions of the City to provide interim administrative staffing and services for the day-to-day operations of the Commission.

**2. Administrative Support Staff**

(a) The City shall provide interim administrative support staff ("Staff") for the day-to-day operations of the Commission. The City Staff costs shall be accounted for by the City and be credited against the

City's share of the Commission's annual budget. The primary responsibility of City Staff shall be to perform the day-to-day operations for the Commission. In addition to the City Staff's responsibility for day-to-day operations of the Commission, City Staff's responsibility may include tasks related to finances, budgeting, and auditing of Commission finances and records.

(b) The City shall provide the Commission with administrative support services for the day-to-day operations of the Commission through the employees listed by title below. The anticipated hourly rate for each City Staff position is also included in the list below. The City anticipates that it shall bill the Commission at the hourly rates for each of the employees listed below; however, in the event that the hourly rates change and exceed the amounts listed below, the City shall provide the Commission with fifteen (15) days written notice of such change in rates.

Position	Anticipated Hourly Rate
Administrative Services Director	\$ 97.74 /hour
Administrative Services Officer	\$ 75.20 /hour
Deputy City Clerk	\$ 59.29 /hour

(c) The City Staff are City employees and all employment actions pertaining to the City Staff are the responsibility of and shall be carried out by the City. The City may not, however, permanently remove, replace, substitute, or otherwise change any of the City Staff without prior communication with the Commission.

**3. Meeting Space, Equipment, Administrative Services and Supplies**

(a) The City shall provide a meeting place, clerk services, technological assistance, and necessary equipment and supplies for the Commission to fulfill its day-to-day operations until such time as the Commission secures independent services, if deemed financially prudent.

(b) Necessary equipment and supplies shall include general office supplies, printing, mailing, record keeping, technology services, and facilities management. The City costs for providing necessary equipment and supplies shall be accounted for by the City and be credited against the City's share of the Commission's annual budget.

**4. Term**

This Agreement shall commence on January 1, 2025, and shall continue in full force and effect until the Commission has executed contracts for independent services. This Agreement shall automatically terminate on December 31, 2026, should the Commission fail to contract the necessary independent services.

## **5. Entirety of Contract**

This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

## **6. Amendment**

The parties may amend this Agreement upon mutual agreement, but no addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

## **7. Notice**

Any notice or communication required hereunder between the parties must be in writing and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt; or (ii) five (5) calendar days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar overnight courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) calendar days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

## **8. Severability**

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

## **9. Counterparts**

This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart from and executed by each Party hereto in proving this Agreement.

## **10. Governing Law and Venue**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. The venue for all legal proceedings shall be in the Superior Court for the County of Tuolumne.

## **11. Document Preparation.**

This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as set forth below.

COMMISSION:

Local Agency Formation Commission of the County of Tuolumne

By: \_\_\_\_\_  
Executive Officer

DATED: \_\_\_\_\_

CITY:  
City of Sonora

By: \_\_\_\_\_  
City Administrator

DATED: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Sonora City Attorney