

Yolo County Agreement No. __ - ____

Yolo LAFCo Agreement No. 2025-02

Memorandum of Understanding Between the County of Yolo and the Yolo Local Agency Formation Commission Regarding Shared Staffing Services

This Memorandum of Understanding (“MOU”) is entered into on the __ day of ____, 2025, by and between the County of Yolo (“County”) and the Yolo Local Agency Formation Commission (“LAFCo”).

RECITALS

WHEREAS, LAFCo is a governmental agency created by state law to encourage the orderly formation and development of local agencies in Yolo County and to discourage urban sprawl; and

WHEREAS, County and LAFCo are separate legal entities that employ their own staff;

WHEREAS, the Parties at times desire to perform tasks that their respective existing staff do not have the expertise or capacity to complete, while the other Party may have capable staff with capacity to complete the tasks at that time;

WHEREAS, there may also be times when a Party’s staffing needs do not require a full-time equivalent employee for a certain function, but the other Party has similar needs that could be filled by sharing a full-time employee; and

WHEREAS, the purpose of this MOU is to memorialize the contractual arrangement between the Parties for the parties’ sharing of staff for administrative tasks and other services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

1. Shared Staffing.

- A. Scope. The Parties may mutually agree to share certain staff for administrative, project management, consulting, planning, and other staffing needs, whether short-term or ongoing.
- B. Initial Request. When requesting shared staffing from LAFCo, County shall make the request to the LAFCo Executive Officer. When requesting shared staffing from the County, LAFCo shall make the request to the County Administrator or the Department Head for the County department in which an employee who might be shared is employed. Within 30 days of a request, the Parties shall meet and confer to discuss the staffing needs, time period, and applicable costs.

- C. Agreement to Share Staff. When the Parties have reached agreement on the parameters of the shared staffing arrangement, the LAFCo Executive Officer and the County Administrator or the County Department Head, or their respective designees, shall sign a completed “Shared Staffing Memorandum” in the form provided in Exhibit A to this MOU. The Shared Staffing Memorandum may be terminated by either Party by giving two weeks’ notice.
- D. The work performed by the employee(s) shared under this MOU shall be consistent with the class specifications of the employee’s position. The employee shall remain an employee of the Party providing the shared services.

2. Payments for Services.

All services provided by under this MOU are reimbursable at the hourly rate set forth by the Shared Staffing Memorandum, based on the employee’s current cost of salary and benefits. The hourly rate may be adjusted as needed to reflect changes in compensation costs or changes in staffing. The Party providing services shall invoice the other Party at least quarterly, and at the termination or completion of the Shared Staffing Memorandum. The Party receiving services shall pay the invoiced amount within thirty days.

3. Term and Termination.

A. Term. This MOU has an initial term commencing on February 1, 2025, and extending through June 30, 2026. Unless terminated by either party prior to the expiration of the existing term, the term shall be renewed automatically for an additional year on May 31 of each year with the term ending on June 30 the following year.

B. Termination. Either party may terminate this MOU, with or without cause, by giving two weeks’ prior written notice to the other party.

4. Indemnity.

A. By LAFCo. To the extent allowed by law, LAFCo shall indemnify, defend, and hold the County harmless from and against any and all claims and liabilities that may arise due to LAFCo’s breach of any duty imposed by this MOU or any act or omission by a shared County employee while performing tasks for LAFCo. Additionally, LAFCo hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention that an employer-employee relationship exists between the County and any LAFCo employee by reason of this MOU or any services provided pursuant to this MOU.

B. By the County. To the extent allowed by law, the County shall indemnify, defend, and hold LAFCo harmless from and against any and all claims and liabilities that may arise due to the County’s breach of any duty expressly assumed by County in this MOU or any act or omission by a shared LAFCo employee while performing tasks for County.

Additionally, County hereby indemnifies and holds LAFCo harmless from any and all claims that may be made against LAFCo based upon any contention that an employer-employee relationship exists between LAFCo and any County employee by reason of this MOU or any services provided pursuant to this MOU.

5. **Governing Law.** This MOU has been made and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with California law.

6. **Notices.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the parties, as follows:

To County:
County of Yolo
Attn: County Administrator
625 Court Street, Room 202
Woodland, CA 95695
Tel: (530) 666-8150

To LAFCo:
Yolo LAFCo
Attn: Executive Officer
625 Court Street, Room 107
Woodland, CA 95695
Tel: (530) 666-8048

7. **Severability.** Should any paragraph, clause or provision of this MOU be construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid or unenforceable, such construction and decisions shall affect only those paragraphs, clauses or provisions so construed or interpreted, and shall in no event affect the remaining paragraphs, clauses or provisions of this MOU, which shall remain in force.

8. **Entire Agreement.** This MOU is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The Agreement can only be modified by written amendment signed by both parties. Each party has cooperated in the drafting and preparation of this MOU, and this MOU shall not be construed against any party on the basis of drafting.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this MOU on the date first set forth above.

COUNTY OF YOLO

By _____
Mary Vixie Sandy, Chair
Board of Supervisors


Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By  _____
Philip J. Pogledich

YOLO LAFCo

By  _____
Bill Biasi, Chair
Yolo Local Agency Formation Commission

Approved as to Form:

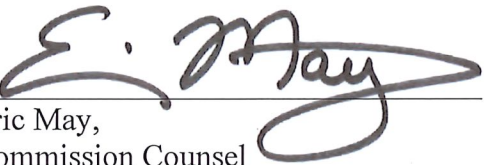
By  _____
Eric May,
Commission Counsel

EXHIBIT A

SHARED STAFFING MEMORANDUM

Party Providing Staffing: _____

Party Receiving Staffing: _____

Employee Class Title: _____

Approximate hours: _____ per week / per month / total
(circle one)

End of staffing need (date, or ongoing): _____

Location from which work is to be performed: _____

Per hour cost (salary + benefits per Human Resources): _____

Description of Tasks: _____

Other: _____

Approved:

County Administrator / Department Head

LAFCo Executive Officer

Date: _____

Date: _____