

RESOLUTION NO. ____:2019

WHEREAS, the City of Morehead, Kentucky Board of City Council (hereinafter referred to as "Board"), desires to enter into an agreement with Rowan County, Kentucky for sharing the cost to maintain and operate Laughlin Health Building and parking areas for the benefit of the citizens of Rowan County and the City;

NOW, THEREFORE, BE IT RESOLVED by the City of Morehead, Kentucky Board of City Council that the Memorandum of Agreement between Rowan County, Kentucky and City of Morehead, Kentucky regarding the operation and maintenance of Laughlin Health Building, a copy of which is attached hereto is approved and the Mayor is authorized and directed to execute document on the City of Morehead's behalf.

Passed and adopted by the City Council of the City of Morehead this 8th day of April 2019.

Laura White Brown, Mayor

ATTEST:

Crissy Cunningham, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN ROWAN COUNTY, KENTUCKY
AND CITY OF MOREHEAD, KENTUCKY**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2019 by and between Rowan County, Kentucky, hereinafter referred to as "County", and the City of Morehead, Kentucky, hereinafter referred to as "City";

WITNESSETH, THAT:

WHEREAS, the County is desirous of assisting the City with cost to operate and maintain the Laughlin Health Building and parking areas for recreation opportunities for the citizens of the County and City;

NOW, THEREFORE, in consideration of the premises aforesaid and in further consideration of the mutual promises, covenants, and agreements herein and in consideration of the mutual benefits to the County and the City, the parties hereby agree as follows:

Section I: Duties

a. The City shall operate and maintain Laughlin Health Building in accordance with its agreement with Morehead State University for recreation opportunities for the citizens;

b. The County shall provide labor either through a county employee or the Rowan County Detention Center to assist with janitorial services on a weekly basis.

c. Citizens of the County shall have the same rights to use said facility as the citizens of the City and shall not be charged any additional fees for usage.

d. The City shall provide the County with monthly reports detailing usage of Laughlin Health Building, fees collected from said use and disbursements made associate with the use and maintenance.

Section II: Term

This Agreement shall be effective from May 1, 2019 to June 30, 2020.

Section III: Funding

The County agrees to assist with the operational cost of the Laughlin health Building. The City will provide detailed monthly invoices to the County by the 2nd Tuesday of the month. Said invoices will detail all expenditures made the preceding month towards the operation and maintenance of Laughlin Health Building and the parking lot/spaces. Payment shall be made to the City following the regularly scheduled fiscal court meeting. The City will consult and receive prior approval for any repair or purchase of any single item over one thousand dollars (\$1000.00)

Section IV: Severability and Limited Enforceability

It is understood and agreed, that should any portion of any clause or paragraph of this Agreement be deemed too broad to permit enforcement to its fullest extent, then such restriction shall be enforced to a maximum extent permitted by Law, and the City and County hereby consent and agree that such scope may be modified accordingly in any proceeding brought to enforce such restriction. Further, it is agreed that should any provision in this Agreement be entirely unenforceable, then the remaining provisions of the Agreement shall not be affected thereby.

Section V: Governing Law

This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Kentucky.

Section VI: Assignment

This Agreement and the rights and obligations hereunder may not be transferred, pledged, encumbered, assigned, anticipated or alienated by either party.

Section VII: Hold Harmless and Assumption of Risk

The County agrees that the City, its Board of City Council Members and employees shall not be responsible for damages to property or injuries to persons, which may arise from or be incident to the negligence and/or intentional acts of the County, its employees, agents or anyone acting on their behalf or under their direction and the County shall hold the City and its individual members, Board of City Council Members and employees harmless from any and all claims for such damages or injuries. Further, the County agrees that, at all times during which this Agreement is effective, it will maintain a liability insurance policy on County employees and agents of the county against damages or injuries referenced herein.

Section VIII: Termination

Either party may terminate this Agreement by giving at least a six (6) month notice to the other party of its intention to terminate this Agreement. Said notice must include a copy of the resolution of the Board of City Council or the Fiscal Court authorizing termination.

Section IX: Notice

All notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated below or to such address as either may specify by notice to the other:

If to the City:	Laura White-Brown Trent, Mayor City of Morehead, Kentucky 314 Bridge Street Morehead, KY 40351
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If to the County:	Harry Clark, Judge Executive Rowan County Kentucky 600 West Main Street Morehead, KY 40351
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Section X: Entire Agreement

This Agreement contains all the terms, conditions, and promises of the parties hereto. No modification of this Agreement or any provisions thereof, shall be valid or binding unless in writing and executed by both parties hereto. A waiver by either party or any breach of any term or provision in this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____ 2019.

COUNTY OF ROWAN

CITY OF MOREHEAD, KENTUCKY

By: Harry Clark, Judge Executive

By: Laura White-Brown, Mayor

Witness: _____

Witness: _____