

**RESOLUTION NO. \_\_:2019**

**WHEREAS**, the City of Morehead, Kentucky Board of City Council (hereinafter referred to as "CITY"), desires to enter into a Memorandum of Agreement with the Rowan County E-911 Surcharge Board, Inc. (hereinafter referred to as Surcharge Board), in connection with the payment of a seventh dispatcher and additional pay for the existing communication officers and director;

**WHEREAS**, the City has reviewed the Memorandum of Agreement, a copy of which is attached hereto;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Morehead, Kentucky Board of City Council that the Memorandum of Agreement between the City of Morehead and the Rowan County E-911 Surcharge Board, Inc. is approved as written and Mayor White-Brown shall have the authority to execute said Agreement on the City's behalf.

Passed and adopted by the City Council of the City of Morehead this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Laura White-Brown, Mayor

ATTEST:

\_\_\_\_\_  
Crissy Cunningham, City Clerk

## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** entered into this the \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the **ROWAN COUNTY ENHANCED E-911 SURCHARGE BOARD, INC.** (hereinafter referred to as Surcharge Board), and the **CITY OF MOREHEAD, KENTUCKY** (hereinafter referenced to as City);

**WHEREAS**, in 2005 the parties recognized that the day-to-day operation of enhanced 911 has increased in duties and responsibilities with the initiation of wireless 911;

and

**WHEREAS**, the parties previously entered into agreements regarding the payment of a seventh communications officer and additional payments to the existing communications officers;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the Surcharge Board and the City enter into the following agreement:

1. The Surcharge Board shall provide to the City funds equal to the amount of \$13,707.00 for the purpose of paying a base annual salary to a seventh (7<sup>th</sup>) City of Morehead communications officer. In addition to the base salary, the Surcharge Board shall also be responsible for any Social Security, Medicare, retirement, unemployment and workers compensation expenses to the City associated with the base salary of \$13,707.00.

a. The communications officer shall be qualified pursuant to the City of Morehead, Kentucky Code of Ordinances. The City shall be charged with the responsibility of hiring said communications officer.

b. The City agrees to pay any additional pay increases or other benefits it deems necessary to said communications officer as well as any accompanying Social Security, Medicare, retirement, unemployment and workers compensation expenses.

c. The parties agree that, as a condition precedent to paragraph one, the City must maintain in its employment no less than seven communications officers. If, at any time, for any reason, the City shall have less than seven (7) communications officers in its employment, then payment from the Surcharge Board to the City shall be suspended from the date of separation of the seventh communications officer until the seventh officer is replaced.

d. The parties understand and acknowledge that this Agreement merely provides partial funding for the position of communications officer and that the Surcharge Board does not retain authority or responsibility for supervision of the communications officer position and said employee shall be an employee of and under the authority of the City.

2. In addition to the annual base salary for the seventh (7<sup>th</sup>) communications officer, the Surcharge Board shall provide annually to the City monies for the 911 Director's position; Assistant 911 Director's position and amounts for each Communications Officer's base salary. Said gross amounts shall be paid to the communication officers, but shall be subject to all ordinary and reasonable withholdings made by the City with respect to employees' salaries, including but not limited to Social Security, Medicare, retirement, etc. for which the Surcharge Board shall reimburse the City. The parties acknowledge that the Surcharge Board is not otherwise obligated to provide these monies to the City for its communication personnel salaries, but the Surcharge Board desires to do so for the benefit of the enhanced 911 system and the promotion of public safety for the citizens of Morehead and Rowan County. Further, the payment of these monies by the Surcharge Board to the City does not create any employer/employee relationship with respect to the Surcharge Board and the City and/or the City's employees. The

Surcharge Board specifically acknowledges that supervision, direction, management, and control of the City's communication personnel lie exclusively with the City. The City acknowledges that it accepts full and complete responsibility for the conduct, misconduct, or negligence of its communication personnel, as they are strictly City employees.

3. The aforementioned annual base salary of \$13,707.00 and additional monies and expenses shall be invoiced quarterly by the City to the Surcharge Boards. Payment to the City by the Surcharge Board shall be made within thirty (30) days of receipt of said invoice.

4. Any party may terminate this agreement, with or without cause, upon written notice from the terminating party to the non-terminating party, stating the effective date of termination and the notice being provided at least sixty (60) days prior to said effective date.

5. This Agreement shall be effective July 1, 2019 through June 30, 2020. Said agreement may be renewed, but any renewal must be done in writing and executed by all parties.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF MOREHEAD, KENTUCKY

\_\_\_\_\_  
BY: Laura White-Brown, Mayor

ROWAN COUNTY ENHANCED 911  
SURCHARGE BOARD, INC.

\_\_\_\_\_  
BY: Ray White, Chairman