## Memorandum of Understanding Between

## Eau Claire County

and

## Town of Ludington

This memorandum clarifies the cost-sharing arrangements, for recycling station attendants, between Eau Claire County and the Town of Ludington as follows:

- 1) Eau Claire County will pay 50% of the hourly salary of persons employed or contracted by the Town for those hours the person(s) provide(s) attendant services at the recycling station located within the Town. Payments will be made in the form of a reimbursement to the Town upon an invoice being submitted by the Town. Persons employed or contracted by the Town shall not be deemed employees of Eau Claire County and shall not be entitled to any benefits from Eau Claire County including but not limited to vacation time, retirement, sick pay, worker's compensation, unemployment compensation, or any other benefit.
- 2) The Town will submit to Eau Claire County by September 1, 1995 the proposed hourly wage for the attendant for 1996, by September 1, 1996 for the year 1997, and so on for the duration of this agreement. Based on the proposed hourly wage and the expected hours of operation, Eau Claire County will write a purchase order covering the next year's anticipated salary.
- 3) If in any year the Town either grants a pay raise which is effective during that same year, hires additional attendants, or on its own initiative increases the number of hours of operation, payments by the County will be limited to the amount of the purchase order.
- 4) If the Town grants a pay raise for any succeeding year which exceeds the Consumer Price Index, as listed for the Eau Claire Area for August of the current year, then the County's contribution for the salary shall be limited to 50% of the following: base rate (defined as the current rate of pay) plus (base rate x CPI)

Maximum new support by County:  $(\$5.00 + (\$5.00 \times 10\%))/2 = (\$5.00 + 50¢)/2 = \$2.75$ 

Thus, if the Town grants a pay raise of 50¢ or less, the County will continue to cost share at a full 50%. Using this example, however, if the Town grants a pay raise of \$1.00, making the new salary \$6.00, then the County share will remain at \$2.75 and the Town's share would be \$3.25.

- 5) If the County on its initiative wishes to increase the number of hours of operation and the Town concurs, then the County will amend the purchase order to reflect its continued reimbursement at 50%. If the County initiates an increase in hours but the Town does not concur in this, and not withstanding article 1 of this memorandum, then the County will pay in the entirety all additional salary costs including any additional fringe benefit costs.
- 6) This memorandum becomes effective upon both parties affixing their duly authorized signatures and lasts between that time and December 31, 1996. It automatically renews for additional one year terms unless either party notifies the other that it does not wish to renew by September 1 of any year.
- 7) Either party may cancel this agreement upon sixty (60) day's written notice.

For Eau Claire County:	For the Town of Ludington	
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Ronald Wampler	Date	James Huff Date
Administrative Coordinator		Town Chairman