

**MEMORANDUM OF UNDERSTANDING
TO MASTER INTERLOCAL PARTNERSHIP AND
COLLABORATION AGREEMENT FOR GOLF COURSE OPERATIONS**

This Memorandum of Understanding (“MOU”) dated this 7th day of December 2010, is entered into between the City of Kennewick, hereinafter referred to as “Kennewick,” and the City of Richland, hereinafter referred to as “Richland.”

I. RECITALS

WHEREAS, the parties have entered into a Master Interlocal Partnership and Collaboration Agreement, (“Master Agreement”) dated October 5, 2010; and

WHEREAS, Kennewick leases a golf course from the United States Department of the Army, currently known as Columbia Park Golf Course; and

WHEREAS, Richland owns a golf course, currently known as Columbia Point Golf Course; and

WHEREAS, Kennewick and Richland have entered into a management agreement with the same management firm, referred to as “Operator,” under separate contracts, to operate their respective courses; NOW, THEREFORE,

In consideration of the terms of the Master Interlocal Partnership and Collaboration Agreement and the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

II. AGREEMENT

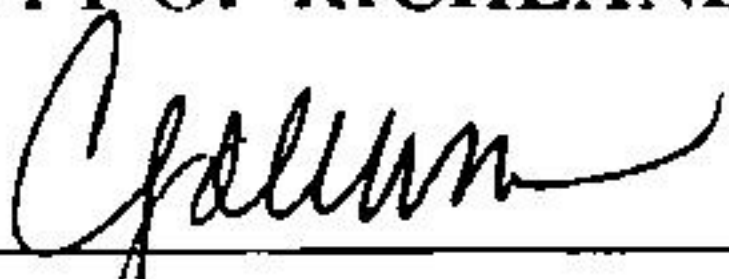
1. **Purpose.** The parties intend that management of both Courses by the same Operator will create opportunities for resource sharing that will compliment each course without detriment to one or the other and allow for operational efficiencies, cost savings, marketing, player development and/or other mutually beneficial partnership efforts for the City of Richland, City of Kennewick and Operator.
2. **Parties Responsibilities.**
 - a. Each Party will administer their respective management contract with Operator.
 - b. Each Party agrees to explore and suggest possibilities, consider suggestions by either City and implement only upon approval and mutual agreement of all Parties.
 - c. It is understood that Termination of this Memorandum of Understanding or termination of the management agreement with the Operator by either City or the Operator will

impact resource sharing and may require a transition period to mitigate. Furthermore, either City may determine that certain resource sharing is no longer valid or desired and may elect to discontinue all or selected partnerships. A minimum of sixty (60) days notice shall be provided to allow transition, discontinuance or modification of any resource sharing partnership unless otherwise agreed upon in writing

3. **Scope of Work.** It is understood that at the onset of this agreement the full scope and nature of opportunities is unknown. For each opportunity that is identified the parties agree that the following criteria will be met prior to implementation:
 - a. The terms and conditions of the Master Interlocal and this MOU are being met and/or provide the necessary framework to protect each party relative to the resource(s) being shared. A separate agreement will be developed if necessary.
 - b. There are no legal or other restrictions prohibiting the activity.
 - c. The partnership is equitable and does not disadvantage one party unfavorably.
4. **Payment.** It is understood that some opportunities will require payment or other consideration while others will result in direct operational savings with no payment or consideration required. In the event payment or other consideration is required the parties agree that resource sharing costs will be accounted for in the operating budget for each course and reviewed at least annually.
5. **Term.** The work under this agreement shall be in effect until terminated. Either party may terminate this agreement at any time with sixty (60) days notice.
6. **Precedence.** The terms of the Master Interlocal Partnership and Collaboration Agreement shall prevail unless modified herein.
7. **Severability.** If any provision of this agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

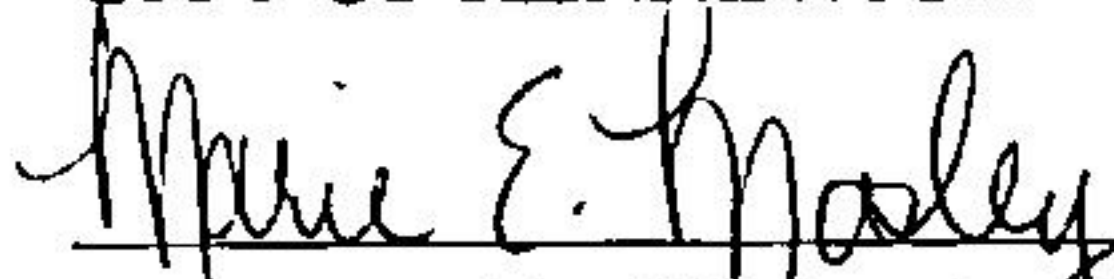
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND



CYNTHIA D. JOHNSON, City Manager

CITY OF KENNEWICK



MARIE MOSLEY, Interim City Manager

Approved as to Form:



THOMAS O. LAMPSON
City Attorney

Approved as to Form:



LISA BEATON
City Attorney