

**MEMORANDUM OF UNDERSTANDING  
TO  
MASTER INTERLOCAL PARTNERSHIP  
AND  
COLLABORATION AGREEMENT  
FOR  
PURCHASING PARTNERSHIP**

This Memorandum of Understanding (“MOU”) dated the 26th day of October, 2011 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<sup>th</sup>, 2010; and

WHEREAS, Kennewick and Richland have been sharing the resources of Purchasing and Fleet Manager; and

WHEREAS, opportunities have been identified to continue this relationship and expand resource sharing, 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**

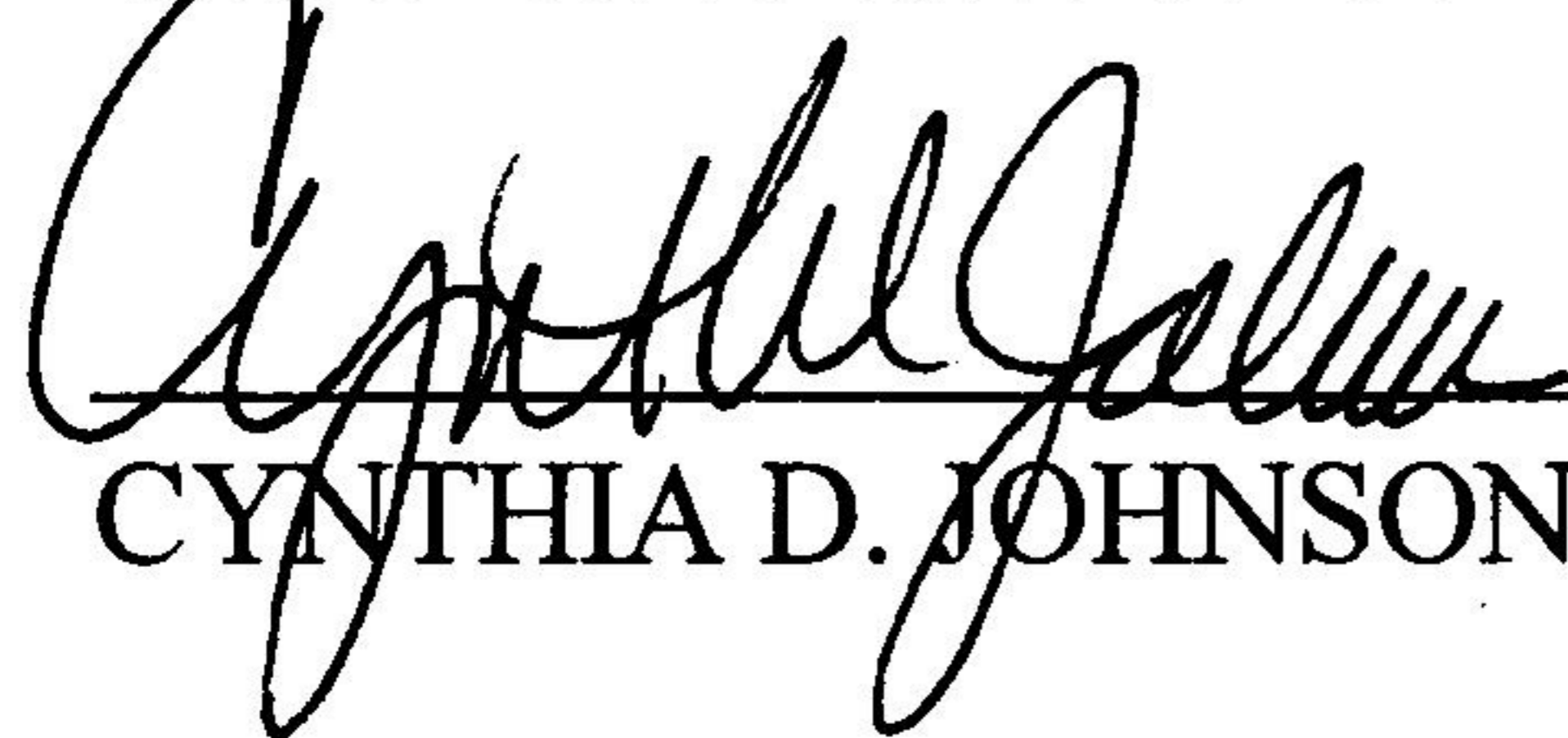
1. **Purpose.** This MOU will establish the scope, relationship and payment to allow for joint management and duties performed by the Purchasing Manager.
2. **Parties Responsibilities.** Each party under the guidance and direction of the Purchasing Manager will allocate staff or other resources between the cities for the mutual and most efficient accomplishment of their respective goals and objectives. All efforts shall be equitable to both parties and will not cause unfair burden to the other.
3. **Scope of Work.** This MOU covers the day to day duties performed by the Purchasing Manager through joint management by one Manager for both cities. Where other opportunities are identified equitable allocation shall be mutually agreed upon and

implemented with approval of the City Manager of each City or their designee. If necessary an addendum to this MOU shall be executed.

4. **Payment.** Reimbursement of staff shall be at the fully burdened rate of pay for actual hours worked or at a substantiated split that is reviewed periodically, but not less than annually, and adjusted for any variance from actual. Reimbursable expenses shall be allowed for mileage, cellular phone service and other mutually agreed upon equipment or expenses directly required for the effort. Where it is anticipated that there will be back and forth sharing of physical resources a payment schedule may be developed that allows regular or periodic payments. If periodic payments are utilized reconciliation shall be no more than annually.
5. **Term.** The work under this agreement shall be ongoing unless terminated in writing by either party 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.

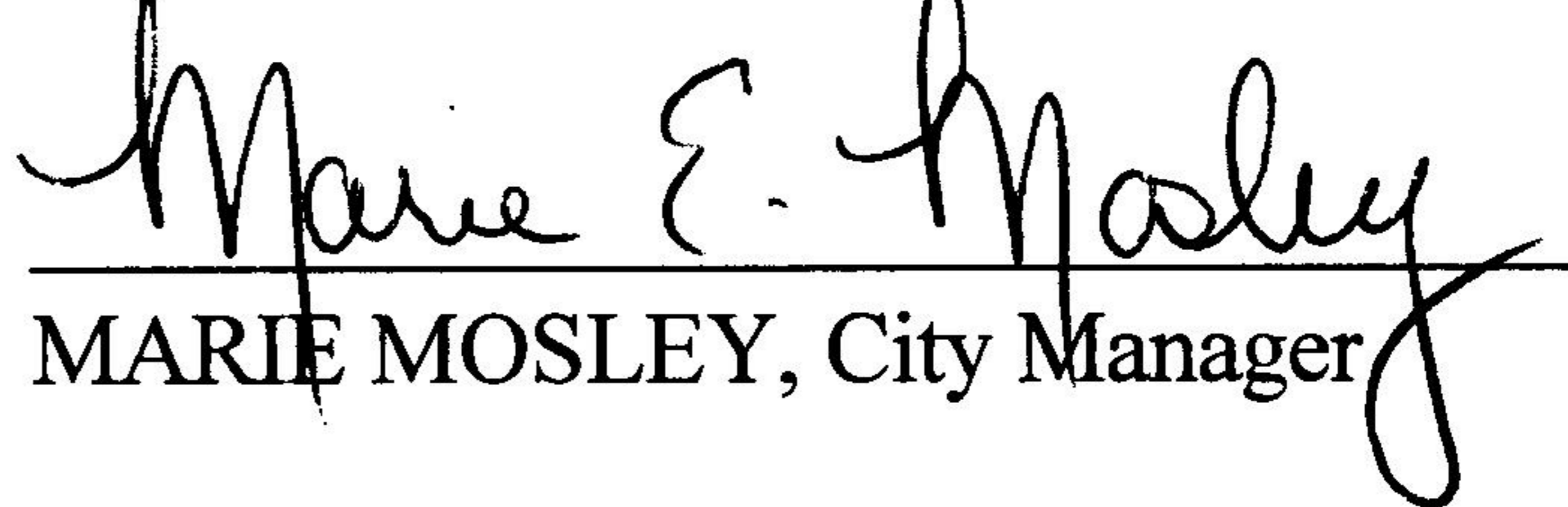
**CITY OF RICHLAND**

  
CYNTHIA D. JOHNSON, City Manager

Approved as to Form:

  
THOMAS O. LAMPSON  
City Attorney

**CITY OF KENNEWICK**

  
MARIE MOSLEY, City Manager

Approved as to Form:

  
LISA BEATON  
City Attorney