

~~CONTRACT NO. 5-2-14~~

MEMORANDUM OF UNDERSTANDING  
TO  
MASTER INTERLOCAL PARTNERSHIP  
AND  
COLLABORATION AGREEMENT  
FOR  
JOINT ADMINISTRATION OF A SMALL WORKS ROSTER

This Memorandum of Understanding (“MOU”) dated the 14<sup>th</sup> day of February, 2014, is entered into by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington (hereinafter “Kennewick”), and the CITY OF RICHLAND, a municipal corporation of the State of Washington (hereinafter “Richland”) (known together as the “Parties”).

**I. RECITALS**

WHEREAS, the Parties have entered into a Master Interlocal Partnership and Collaboration Agreement (“Master Agreement”) dated October 5, 2010, for the purpose of utilizing the economic, operational, and strategic advantages of collaboration; and

WHEREAS, on February 4, 2014, the City of Richland City Council adopted Resolution 11-14 authorizing the use of a small works process for public work contracts in a manner consistent with RCW 39.04.115; and

WHEREAS, the undersigned cities, as parties to the Master Interlocal Partnership and Collaboration Agreement, share the common desire and intent to administer a shared small works roster process; and

WHEREAS, collaboration between Kennewick and Richland on a shared small works roster process will benefit the citizens of each respective city;

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

**II. AGREEMENT**

- A. Purpose.** The purpose of this Memorandum of Understanding is to acknowledge and agree upon the scope and responsibilities for administering a small works roster process as authorized by RCW 39.04.155.
- B. Administration.** The Parties, acting through their authorized representatives, shall jointly administer a small works roster process as an optional alternative to traditional public works contracting.
  - 1. The parties currently utilize a shared purchasing authority and share purchasing and contracting administrative staff. The shared Contracts Officer (CO) will be

the lead administrative staff to meet the minimum state requirements. The CO will coordinate with the appropriate City of Kennewick Departments/Divisions and the appropriate City of Richland Departments/Divisions to develop a written small works procedure to ensure consistent administration by the Parties and to define a fair and equitable distribution of administrative tasks.

2. In the event the Parties cease to utilize shared purchasing and contracting staff, the City of Kennewick shall act solely as the lead agency with administrative support from the City of Richland.
3. The CO will develop the small works roster and actively seek participation from vendors to join the small works roster beyond the minimum effort required by state law. The CO will develop a mechanism to ensure coordination of effort.
4. Each city shall be responsible for independently determining the appropriateness of utilizing the small works process for any particular project, and for ensuring that the project meets the minimum requirements for small works roster eligibility.
5. Although the Parties may coordinate and hold joint training events, each City is responsible for ensuring that its respective staff is adequately trained to properly carry out their roles and responsibilities in connection with the small works roster process.
6. The CO and supporting staff shall work collaboratively to make decisions that serve the best interests of both cities. Each city agrees not to interfere with the other's utilization or implementation of the small works process.
7. In the event an irreconcilable disagreement arises between the parties with respect to one or more elements of administration of the small works roster, the matter in dispute shall be referred to the city managers for joint review. The city managers shall either: 1) resolve the dispute by mutual agreement of the proper outcome; or 2) determine to dissolve the continued collaborative efforts for a small works roster pursuant to the termination clause contained herein. This determination shall be made as soon as practicable, but no later than twenty (20) days after submitting notice of the dispute to the city managers. Each party also reserves the right to resort to the dispute resolution clause of the Master Interlocal Partnership and Collaboration Agreement for redress.

**C. Liability/Indemnification and Insurance.** All matters concerning liability, indemnification and insurance are controlled by Sections 7 and 8 of the Master Interlocal Partnership and Collaboration Agreement dated October 5, 2010.

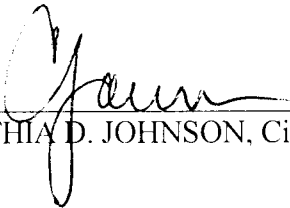
**D. Duration and Termination.** This Agreement shall be effective on the date first written above and shall remain in full force and effect until terminated by either party. Either party may terminate participation in this Agreement by giving thirty (30) days' written

notice of termination to the other party. Termination of this MOU does not affect the validity of the Master Interlocal Partnership and Collaboration Agreement.

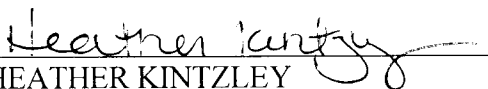
- E. Precedence.** The terms of the Master Interlocal Partnership and Collaboration Agreement shall prevail unless modified herein. Any issue not specifically addressed by this Memorandum of Understanding shall be governed by the provisions contained in the Master Interlocal Partnership and Collaboration Agreement to the extent applicable.
- F. Severability.** If any provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
- G. Amendment.** This Agreement may not be amended, modified, or changed, nor shall any provision hereof be deemed waived, except by an instrument in writing signed by the city managers of Kennewick and Richland or their designated representatives.
- H. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

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

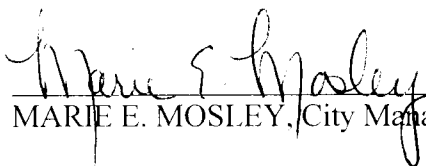
**CITY OF RICHLAND**

  
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CYNTHIA D. JOHNSON, City Manager

Approved as to Form:

  
\_\_\_\_\_  
HEATHER KINTZLEY  
City Attorney

**CITY OF KENNEWICK**

  
\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

Approved as to Form:

  
\_\_\_\_\_  
LISA BEATON  
City Attorney



February 20, 2014

Toni Fulton  
Richland City Attorney's Office  
P. O. Box 190  
Richland, WA 99352

Re: MOU – Joint Administration of Small Works Roster

Dear Toni:

Enclosed is a signed copy of the MOU to Master Interlocal Partnership and Collaboration Agreement for Joint Administration of a Small Works Roster.

Very truly yours,

A handwritten signature in cursive script that reads "Bonnie Lanning".

BONNIE LANNING  
Legal Assistant

Enclosure

CITY ATTORNEY'S OFFICE