

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

This Memorandum of Understanding (“MOU”) dated the 28th day of June, 2017 is entered into by and between the City of Kennewick (“Kennewick”) and the City of Richland (“Richland”). Kennewick and Richland are hereinafter referred to collectively as the “Parties.”

I. RECITALS

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

WHEREAS, Kennewick and Richland both have full service fleet maintenance and repair operations; and

WHEREAS, Kennewick or Richland may, from time to time, have need to utilize the resources of the other entity when a business case is made for such collaboration.

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

1. Purpose. This MOU will establish the relationship and payment to allow for shared resources such as staff, tools, vehicles and equipment between Kennewick and Richland’s Fleet Maintenance divisions. The intent of this MOU is to establish a mechanism that will allow resource sharing for “as-needed” and temporary needs, and not on an ongoing scheduled or permanent basis.

2. Parties Responsibilities. The responsibilities of each party are as follows:

- a. Each party, under the mutual guidance and direction of Kennewick’s Purchasing & Fleet Manager and Richland’s Fleet Supervisor, shall allocate staff or other resources between the cities for the mutual and efficient completion of their respective goals and objectives as defined in a specific Scope of Services (“Scope”).
- b. The city requesting resources shall supply all the support, information and materials necessary for the responding city to fulfill the roles and responsibilities identified under this MOU and the corresponding Scope.

- c. The city requesting resources shall provide access to any locations wherein work is to be performed.
 - d. All efforts shall be equitable to both parties and shall not cause unfair burden to the other. Each party is to recognize and honor the limitations and expectations of the role of city staff, and not place unnecessary requests for performance or barriers that will impede meeting the needs of both parties.
 - e. Richland Risk & Safety personnel is authorized to visit and inspect all Kennewick locations where Richland employees have or may perform work to ensure that safety and risk management protocols are in place in conformance with Richland's expectations.
3. **Scope of Services.** Kennewick and Richland shall define in a Scope of Services the coordination of activities contemplated under this MOU to minimize impact and cost to their respective organizations. When resource sharing is requested under this MOU, **Exhibit A** to this MOU shall be executed detailing the specific resource sharing, projects or services requested. Every Scope of Services sought under this MOU may be administratively executed upon review and mutual agreement by each city's designated representative.
4. **Employment Status and Employee Expectations.** Richland employees working at a Kennewick facility or on Kennewick vehicles under this MOU remain Richland employees and are subject to Richland rules, policies, and the Richland/IUOE Collective Bargaining Agreement. Said employees are and shall remain covered under Richland's benefits and industrial insurance program. Richland employees are subject to Richland's performance, disciplinary, and other applicable city-established policies. Richland employees are subject to and expected to follow Richland's safety policies and procedures. Any concerns Kennewick may have regarding any aspect of a Richland employee's performance, behavior or safety while operating under this MOU will be addressed to the Richland supervisor, not directly to the employee, unless such direction is necessary to prevent imminent harm to people or property. In such event, Kennewick will contact the Richland supervisor as soon as practicable. Richland employees performing work at a Kennewick facility or on Kennewick vehicles will be instructed to direct any concerns about the work environment to the Richland supervisor, who shall promptly report and resolve the issue in coordination with the Kennewick supervisor.
5. **Bargaining Unit Work.** Where the sharing of resources involves bargaining unit work, the Parties agree to communicate proposed activities to their respective Human Resources staff so that any necessary communication with the represented staff bargaining unit officials occurs.
6. **Payment.** Reimbursement of staff time shall be at the fully-burdened rate of pay for actual hours worked, or at a substantiated amount that is agreed upon in advance and defined in a specific Scope. For other resources such as tools, services, vehicles or equipment, an equitable rental rate or substantiated amount shall be mutually agreed upon in advance and defined in a specific Scope. Payment shall be made by the requesting city for the services described in this MOU as billed on a monthly basis. Payment shall be remitted within 30 days of receipt.

7. **Term.** This MOU shall be ongoing unless terminated in writing by either party within sixty (60) days' notice. Each Scope shall define the term for that specific project.
8. **Precedence.** The terms of the Master Interlocal Partnership and Collaboration Agreement shall prevail unless modified herein.
9. **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



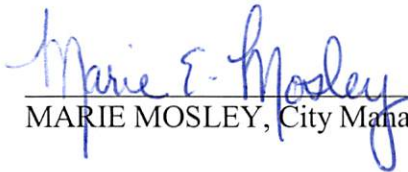
CYNTHIA D. REENTS, City Manager

Approved as to Form:



HEATHER KINTZLEY
City Attorney

CITY OF KENNEWICK



MARIE MOSLEY, City Manager

Approved as to Form:



LISA BEATON
City Attorney