

**MASTER OF UNDERSTANDING
TO
MASTER INTERLOCAL PARTNERSHIP
AND
COLLABORATION AGREEMENT
FOR
JOINT ADMINISTRATION OF A RED CROSS WATER SAFETY
INSTRUCTOR TRAINING**

This Memorandum of Understanding (“MOU”) dated the 30th of May, 2018 is entered into 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, the undersigned cities have a duty to properly train lifeguards on staff, and to that end share a mutual intent to administer an American Red Cross Water Safety Instructor training course to be attended by staff from each participating city; and

WHEREAS, collaboration between Kennewick and Richland on a shared American Red Cross Water Safety Instructor training course will allow for cost-savings and adhere to the benefit of 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

- 1. Purpose.** The purpose of this Memorandum of Understanding is to acknowledge and agree upon the scope and responsibilities for administering an American Red Cross Water Safety Instructor training course delivered by a third-party instructor.
- 2. Administration.** The Parties agree that Kennewick shall serve as the contracting authority for the purpose of acquiring the training contemplated by this MOU. Each Party will pay directly to the third-party instructor, within thirty (30) days of receipt of an invoice, fifty percent (50%) of the total cost of the training and eligible reimbursable expenses. Kennewick’s contract with the third-party instructor will specify this payment structure and direct the 50/50 split billing.

3. **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, and shall survive and apply to this transaction after termination of this MOU.
4. **Duration and Termination.** This Agreement shall be effective on the date first written above and shall remain in full force and effect until the training has been delivered and all payment in full has been rendered by both Parties, at which point this MOU shall terminate. Termination of this MOU does not affect the validity of the Master Interlocal Partnership and Collaboration Agreement.
5. **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.
6. **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 applications of the remainder of the Agreement shall not be affected.
7. **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.
8. **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 person.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF RICHLAND



CYNTHIA D. REENTS, ICMA-CM
City Manager

CITY OF KENNEWICK



MARIE E. MOSLEY
City Manager

APPROVED AS TO FORM:



HEATHER KINTZLEY, City Attorney

APPROVED AS TO FORM:



LISA BEATON, City Attorney