

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") executed this 12th day of August, 2024, between Edmonds College and Fluid Motion.

### I. Purpose

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Fluid Motion and Edmonds College AMSC to guarantee an interview for graduates of the Maritime Manufacturing program at Edmonds College AMSC.

### II. Background

The Maritime Manufacturing program at Edmonds College AMSC aims to equip students with the necessary skills and knowledge to succeed in the maritime manufacturing industry. Fluid Motion, a leader in this industry, recognizes the value of supporting educational programs that prepare future professionals.

### III. Objectives

- To provide opportunities for graduates of the Maritime Manufacturing program at Edmonds College AMSC to enter the workforce.
- To strengthen the relationship between Fluid Motion and Edmonds College AMSC.
- To support the development of a skilled workforce in the maritime manufacturing industry.

### IV. Terms of Understanding

#### Responsibilities of Fluid Motion

1. **Interview Guarantee:** Fluid Motion will guarantee an interview to all graduates of the Maritime Manufacturing program at Edmonds College who meet the following criteria:
  - Successful completion of the Maritime Manufacturing program.
  - Maintenance of a minimum GPA of 3.0 throughout the program.
  - Submission of a complete application for the available position(s) within the designated application period.
2. **Notification:** Fluid Motion will inform Edmonds College of the relevant job openings and the application process in advance.
3. **Feedback:** Fluid Motion will provide feedback to Edmonds College on the performance of interviewed graduates to help improve the program.

#### Responsibilities of Edmonds College

*JLW*  
*8/17/2024*

1. **Preparation of Students:** Edmonds College will ensure that students are adequately prepared for employment in the maritime manufacturing industry through comprehensive coursework, practical training, and career counseling.
2. **Student Support:** Edmonds College will assist students in the application process for positions at Fluid Motion by providing guidance on resume writing, interview preparation, and job search strategies.
3. **Communication:** Edmonds College will communicate the details of this MOU to students in the Maritime Manufacturing program and ensure they are aware of the opportunity for guaranteed interviews.

### III. Indemnification

Each party to this agreement agrees that, to the fullest extent permitted by law, it will hold harmless, defend and indemnify each other party and each other party's agents, employees, and board members from any liability, costs or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by the indemnifying party. The terms of this section shall survive the termination of this Agreement.

### IV. Miscellaneous

A. Nothing herein shall be construed to create a partnership or joint venture among the parties and any of their successors or permitted assigns, nor shall any of the terms, provisions or conditions of this MOU cause the parties to be considered joint venturers or members of any joint enterprise.

B. The parties herein shall not assign this MOU without the prior written consent of both parties.

C. Failure, waiver or delay on the part of a party to exercise any right, power or privilege under this MOU shall not operate as a waiver thereof. No waiver by a party of any breach or default under this MOU shall be deemed to be a waiver of any other subsequent breach or default hereunder.

D. Each individual executing this MOU on behalf of the respective entity represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of such entity, and that this MOU is binding upon that entity in accordance with its terms.

E. If any provision hereof shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this MOU.

F. **Nondiscrimination Requirement.** During the term of this MOU, each entity, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, each entity, including any subcontractor, shall give written notice of this

A handwritten signature in blue ink, possibly reading 'JWA', is written over a horizontal line. To the right of the signature, the date '8/25/2024' is written in blue ink.

nondiscrimination requirement to any labor organizations with which each entity, or subcontractor, has a collective bargaining or other agreement. Obligation to Cooperate. Each entity, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that each entity, including any subcontractor, has engaged in discrimination prohibited by this MOU pursuant to RCW 49.60.530(3).

#### V. Amendments

This MOU may be reviewed and modified by mutual agreement of both parties. Any modifications will be documented in writing and signed by authorized representatives of both parties.

#### VI. Effective Dates

This MOU will be effective from the date of signing and will remain in effect for a period of one year.

#### VII. Termination

Any party to this agreement may terminate their participation in this agreement with 30 days written notice to all parties to this agreement, at any time, for any reason.

**This MOU represents the entire agreement between the parties.**

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the day and year listed above.

By:  \_\_\_\_\_  
Jim Mulik  
Vice President for Finance, Grants, and Institutional Effectiveness  
Edmonds College

Date: 8/26/2024

By:  \_\_\_\_\_

Date: 08/20/2024

Agency Contact: Anika Lehto  
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