

**MEMORANDUM OF UNDERSTANDING
FOR
SPECIAL INVESTIGATOR PARTNERSHIP**

This Memorandum of Understanding ("MOU") dated the 18th day of June, 2019, is entered into between the City of Kennewick, hereinafter referred to as "Kennewick," and the City of West Richland, hereinafter referred to as "West Richland."

I. RECITALS

WHEREAS, the parties desire to enter into a Memorandum of Understanding for the purpose of utilizing the operational, economic, and strategic advantages of collaboration; and

WHEREAS, Kennewick currently employs a Background Investigator within its Human Resources Department who is tasked with conducting pre-employment background investigations for City departments; and

WHEREAS, West Richland desires to utilize the services of Kennewick's Background Investigator to conduct pre-employment background investigations in connection with West Richland's hiring process; and

WHEREAS, this opportunity allows for a continued relationship and the expansion of resource sharing between the Parties;

THEREFORE, the Parties agree as follows:

II. AGREEMENT

1. **Purpose.** This Memorandum of Understanding shall establish an appropriate scope of work, means of payment, and other terms of this collaborative effort to allow West Richland to utilize Kennewick's Background Investigator on an as-needed basis for the purpose of conducting pre-employment background investigations.

2. **Parties' Responsibilities.** Each party shall provide appropriate resources to allow the Background Investigator to effectively and efficiently conduct pre-employment background investigations for the respective cities. The Parties agree that while Kennewick shall continue to provide a permanent physical workspace in Kennewick, West Richland shall make available an office, an interview room, and technological equipment (computer, phone, fax) when such facilities and equipment are deemed necessary by the Background Investigator.

3. **Scope of Work.** The Background Investigator shall perform pre-employment background investigations upon request of West Richland's hiring authority or designee. The Parties will provide as much notice as reasonably possible and the Background Investigator shall make a good faith effort to complete the requested background investigations as permitted by his or her availability. If West Richland identifies other opportunities for which Kennewick's Background Investigator can be utilized, the Parties shall discuss such opportunities in advance and execute an addendum to this Memorandum of Understanding as appropriate.
4. **Payment.** West Richland shall reimburse Kennewick at the fully burdened rate of pay for actual hours worked by the Background Investigator for West Richland. The Background Investigator will track and record all hours worked through Kennewick's payroll system and will designate the party for which the work was performed. Kennewick shall submit invoices for reimbursement to West Richland on a monthly basis with appropriate supporting documentation. Additionally, West Richland shall pay an amount equal to 20% of the fully burdened rate to contribute toward the City's administrative costs and appropriate physical resources, including but not limited to a permanent office space, a cellular phone, a laptop computer, fuel reimbursements, etc. If the Background Investigator is requested to travel outside of the Tri-Cities or immediate surrounding area, each party will be responsible for paying the costs of any travel-related expenses directly, including but not limited to the costs of transportation, lodging, and meals.
5. **Confidentiality.** The Background Investigator agrees to regard and preserve as confidential all information related to the business and activities of West Richland that may be obtained from any source or developed as a result of this Memorandum of Understanding. Kennewick's Background Investigator agrees to hold such information in trust and confidence, and shall not disclose any such information to any person, firm, or enterprise without authorization from West Richland.
6. **Term.** The work under this Agreement shall be ongoing unless terminated in writing by either party with sixty (60) days' notice.
7. **Indemnification.** Should any legal claim or cause of action arise in connection with the work performed for West Richland by the Background Investigator, West Richland agrees to defend and indemnify Kennewick from any such legal claim or cause of action.

8. **Severability.** If any provision of this Memorandum of Understanding 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 West Richland



BRENT GERRY, Mayor West Richland

CITY OF KENNEWICK



MARIE E. MOSLEY, City Manager