

*****83-12*****
CONTRACT NO.

**MEMORANDUM OF UNDERSTANDING
TO
MASTER INTERLOCAL PARTNERSHIP
AND
COLLABORATION AGREEMENT
FOR
SPECIAL INVESTIGATOR PARTNERSHIP**

This Memorandum of Understanding (“MOU”) dated the 18th day of May, 2012 is entered into between the City of Kennewick, hereinafter referred to as “Kennewick,” and the City of Richland, hereinafter referred to as “Richland.”

I. RECITALS

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

WHEREAS, Richland currently employs a Special Investigator in its Human Resources Department who is tasked with performing pre-employment background investigations and internal investigations for City departments; and

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

WHEREAS, this opportunity allows for a continued relationship and the expansion of resource sharing between the Parties; 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 Memorandum of Understanding shall establish the scope, payment, and relationship of the collaborative effort to allow Kennewick to utilize Richland’s Special Investigator on an as-needed basis for the purpose of conducting pre-employment background investigations.

2. **Parties' Responsibilities.** Each party shall allocate the resources necessary to allow the Special Investigator to effectively and efficiently conduct pre-employment background investigations for the respective cities. The Parties agree that while the Special Investigator's physical location shall be in Richland, Kennewick shall provide an office, an interview room, and technological equipment (computer, phone, fax) when such facilities and equipment are deemed necessary by the Special Investigator.
3. **Scope of Work.** This Memorandum of Understanding provides for the sharing of Richland's Special Investigator on an as-needed basis for the purpose of conducting pre-employment background investigations for the City of Kennewick. Upon request, the Special Investigator shall perform pre-employment background investigations at the direction of the Kennewick Fire Department's hiring authority or designee. In the event other opportunities are identified in which Richland's Special Investigator can be utilized by the City of Kennewick, equitable allocation shall be mutually agreed upon and implemented with approval of the City Manager of each City or their designee. If necessary, an addendum to this Memorandum of Understanding shall be executed.
4. **Payment.** Kennewick shall reimburse Richland at the fully burdened rate of pay for actual hours worked by the Special Investigator for the City of Kennewick. The parties acknowledge that because Richland's Special Investigator shall be utilized by Kennewick on an "as-needed" basis, there will be pay periods where no compensable hours have accrued. Reimbursable expenses shall be allowed for mileage, cellular phone service, and other mutually agreed upon equipment or expenses directly required for the effort. The Special Investigator shall track the actual hours worked through Richland's payroll system and Richland shall submit an invoice with supporting documentation monthly for reimbursement of wages and any applicable reimbursable expenses. Where it is anticipated that there will be back and forth sharing of physical resources, a payment schedule may be developed that allows regular or periodic payments. If periodic payments are utilized, reconciliation shall be no more than annually.
5. **Confidentiality.** The Special Investigator agrees to regard and preserve as confidential all information related to the business and activities of the City of Kennewick that may be obtained from any source or developed as a result of this Memorandum of Understanding. Richland's Special 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 the City of Kennewick.
6. **Term.** The work under this Agreement shall be ongoing unless terminated in writing by either party with sixty (60) days notice.

7. **Precedence.** The terms of the Master Interlocal Partnership and Collaboration Agreement shall prevail unless modified herein.

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 RICHLAND



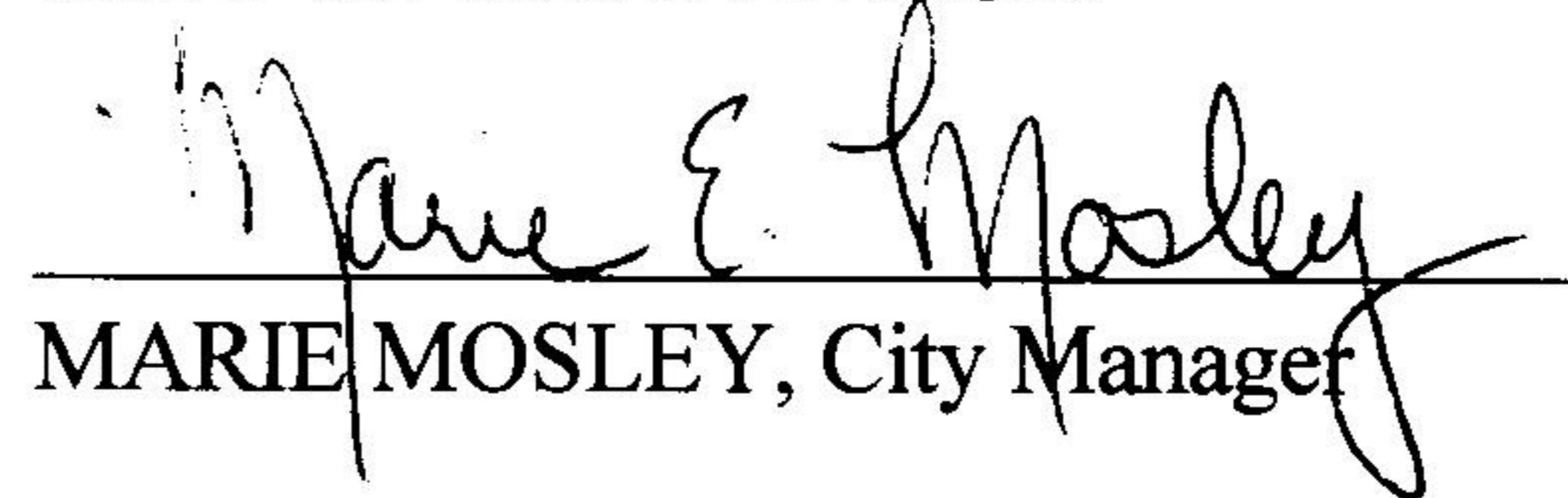
CYNTHIA D. JOHNSON, City Manager

Approved as to Form:



THOMAS O. LAMPSON
City Attorney

CITY OF KENNEWICK



MARIE MOSLEY, City Manager

Approved as to Form:



LISA BEATON
City Attorney