

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

This Memorandum of Understanding ("MOU") dated the 28th day of January, 2019, is entered into between the City of Kennewick, hereinafter referred to as "Kennewick," and the City of Richland, hereinafter referred to as "Richland." Richland and Kennewick are referred to collectively herein as the "Parties."

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

WHEREAS, Richland desires to utilize the services of Kennewick's Background Investigator to conduct pre-employment background investigations in connection with Richland'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 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 allocate the resources necessary to allow the Background Investigator to effectively and efficiently conduct pre-employment background investigations for the respective cities. The Parties agree that while the

Background Investigator's physical location shall be in Kennewick, Richland shall provide 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.** This Memorandum of Understanding provides for the sharing of Kennewick's Background Investigator on an as-needed basis for the purpose of conducting pre-employment background investigations for the City of Richland. Upon request, the Background Investigator shall perform pre-employment background investigations at the direction of Richland's hiring authority or designee. In the event other opportunities are identified in which Kennewick's Background Investigator can be utilized by the City of Richland, 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.** Richland shall reimburse Kennewick at the fully burdened rate of pay for actual hours worked by the Background Investigator for the City of Richland. The parties acknowledge that because Kennewick's Background Investigator shall be utilized by Richland 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 Background Investigator shall track the actual hours worked through Kennewick's payroll system and Kennewick 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 Background Investigator agrees to regard and preserve as confidential all information related to the business and activities of the City of 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 the City of Richland.
6. **Records.** The Parties agree that all records generated by the Background Investigator on behalf of Richland are the property of Richland. Such records will be promptly provided to Richland at the conclusion of the background process. Kennewick will not retain any copies of records generated on behalf of Richland under this MOU.

7. **Term.** The work under this Agreement shall be ongoing unless terminated in writing by either party with sixty (60) days' notice.
8. **Precedence.** The terms of the Master Interlocal Partnership and Collaboration Agreement shall prevail unless modified herein.
9. **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. REENTS, City Manager

Approved as to Form:



HEATHER KINTZLEY, City Attorney

CITY OF KENNEWICK



MARIE E. MOSLEY, City Manager

Approved as to Form:



LISA BEATON, City Attorney

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2. The second part of the document appears to be a list of items or a table of contents, with several lines of text that are difficult to read.

3. The third part of the document contains several lines of text, possibly a summary or a list of key points, which are also illegible.

4. The fourth part of the document is a signature block, where the name of the signatory is written in cursive and is mostly illegible.

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6. The sixth part of the document is a signature block, where the name of the signatory is written in cursive and is mostly illegible.

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