

**RESOLUTION 2019-J**

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,  
AUTHORIZING THE EXECUTION OF BACKGROUND  
INVESTIGATION AGREEMENT WITH NATIONAL TESTING  
NETWORK FOR PRE-EMPLOYMENT TESTING SERVICES**

**WHEREAS**, On January 28, 2019 the Town Council approved Resolution 2019-E, an annual membership agreement with National Testing Network, to test, evaluate and rank Police applicants that did not include background investigation services; and

**WHEREAS**, National Testing Network also provides Background Investigation Services through the use of qualified subcontracted background investigators and provides a report containing comprehensive candidate data, criminal history data, personal history data, candidate/reference interviews, neighborhood visit interviews, and other pertinent candidate investigation activities; and

**WHEREAS**, the Eatonville Police Department does not have the staffing level or staffing qualifications to perform the thorough level of testing that is required before hiring a new officer; and

**WHEREAS**, National Testing Network has agreed to perform the services for the Town of Eatonville in accordance with Exhibit A, Background Investigation Agreement for \$1,300.00 per candidate; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Mayor is authorized to execute on behalf of the Town the attached Background Investigation Agreement with National Testing Network.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 25<sup>th</sup> day of March, 2019

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Mike Schaub, Mayor

ATTEST:

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Kathy Linnemeyer, Town Clerk

# Background Investigation Agreement

## 1. Scope of Agreement

National Testing Network (NTN) provides Background Investigation Services through the use of qualified subcontracted background investigators. A Background Investigation Report (BIR) containing comprehensive candidate data, criminal history data, personal history data, candidate/reference interviews, neighborhood visit interviews, and other pertinent candidate investigation activities is prepared by a qualified subcontracted background investigator and provided to the agency by NTN.

## 2. Copyright/Ownership

This BIR is the sole property of NTN. The BIR cannot be forwarded, transferred or duplicated at any time for any other agency. If another agency requests a BIR(s) from Agency, the Agency will refer requesting agency to NTN. Ergometrics at their sole discretion can use BIR's for other agency requests once current Agency has completed their hiring process.

## 4. Security

Agency will maintain strict security of these BIR's in accordance with accepted security practices and those incorporated herein. Copies of BIR's for internal Agency use are considered confidential documents to be stored in a secured location and accounted for at all times. Authorized copying of any BIR documents for internal use will be personally monitored by an individual responsible for BIR security.

## 5. Appropriate Use of Background Information

Agency assumes all responsibility and liability for appropriate and legal (local, state and federal) use of BIRs, including:

- a. Informing the applicant regarding information acquired from their consumer report may be used for decisions related to their employment.
- b. Gaining written permission using the ESS Background Check Disclosure and Authorization form from the applicant, which includes a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act: and the credit reporting agency, Employment Screening Services (ESS), contact information should any adverse action be taken against the applicant.
- c. Prior to taking any adverse action, give the applicant an opportunity to review the report and verify if the information is correct.
- d. Follow guidelines on consumer reports as per the Fair Credit Reporting ACT (FCRA).

## 6. Termination

This Agreement may be terminated in whole in the event that the Agency or NTN breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Ergometrics will be entitled to payment for services performed or rendered.

## 7. Indemnification and Hold Harmless

Agency agrees to hold harmless and indemnify Ergometrics/NTN, its employees, agents and representatives or otherwise from any and all liability and expenses (including costs and reasonable attorney's fees) directly or indirectly relating to Agency's breach of Agreement or any wrongful or negligent acts or omissions of Agency, its employees, its assignees, delegates or subcontractors in the performance of this Agreement.

Ergometrics/NTN agrees to hold harmless and indemnify Agency, its employees, agents and representatives or otherwise from any and all liability and expenses (including costs and reasonable attorney's fees) directly or indirectly relating to Ergometrics/NTN's breach of Agreement or any wrongful or negligent acts or omissions of Ergometrics/NTN, its employees, assignees, delegates or subcontractors in the performance of this Agreement.

## 8. Entire Agreement

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and shall supersede any prior oral or written agreements or understandings between the parties as to the subject matter hereof. No further modification of this instrument shall be effective unless in writing and signed by duly authorized representatives of each party hereto.

## 9. Project Pricing

Agency will be billed upon project completion. Project pricing is outlined in Attachment A of this Agreement.

## Background Investigations Parties to the Agreement

agreement and

Signature / Date

Signature / Date

Print Name		Print Name	
Title		Title	
Agency Name		Physical Address	
Physical Address	City	State	Zip
City	State	Zip	Telephone
Telephone	EMail		

National Testing Network  
 18720 33<sup>rd</sup> Avenue West, Lynnwood, WA 98037  
 Ph. 425.774.5700 Fax 425.774.0829  
 www.ergometrics.org

## NTN Background Investigation – Service / Pricing

### Police Officer Investigation – Eatonville WA

Service	Cost
Candidate Data Collection (online)	Included
Personnel History Questionnaire (online)	Included
Computerized Criminal History Report	Included – agency to provide
Candidate Interviews	Included
Reference Checks / Interviews	Included
Neighborhood / Family Visits	Included
Administrative / Detailed Reports	Included
<b>Total</b>	<b>\$1,300 (per candidate)</b>

Total pricing includes all services outlined. Agency to supply criminal history report. If created by NTN, total pricing for project is \$1400 per candidate.

NTN will contact the department upon any notification of disqualifying information obtained. Agency will only be billed for investigation services to the point of identifying a disqualifying candidate.

With prior approval of department, reimbursement for approved expenses for travel, lodging, etc., for related expenses during background investigations. Backgrounds not requiring long distance (out of state) travel, lodging, etc. are included in totals above.