

RESOLUTION 2025-AAA

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

WHEREAS, National Testing Network is a recognized provider of pre-employment testing services to police, fire and other public safety agencies; 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 relevant investigative activities; and

WHEREAS, the Town of Eatonville, through its Civil Service Commission, conducts the testing, evaluation, ranking and hiring of law enforcement officers; and

WHEREAS, the Eatonville Police Department does not have sufficient staffing levels or staff qualifications to conduct the thorough background investigations required prior to hiring new officers; and

WHEREAS, the Eatonville Police Department anticipates several retirements in 2026 and the Town of Eatonville's agreement with National Testing Network must be updated to reflect new pricing; 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, attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 8th day of December 2025.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2025-AAA

1. Scope of Agreement

National Testing Network (NTN) provides Background Investigation Services using 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

The information within the BIR (work product) is the property of the Agency. If another entity requests a completed work product from the Agency, it may be released per the Agency's discretion and respective state laws. The Agency must also inform NTN of the request for and intent to release, or not. NTN may, at its sole discretion, use completed BIRs for other purposes once the Agency has made its hiring decision.

The Candidate Summary document, included in the work product, is Copyright protected. Any illegal reproduction of the Candidate Summary document will result in immediate legal action.

3. 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.

4. 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. NTN will gain written permission using the Employment Screening Services (ESS) and Delvepoint 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, (ESS), contact information should any adverse action be taken against the applicant.

c. **Prior to taking any adverse action, agency will 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).**

5. 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, NTN will be entitled to payment for services performed or rendered per the scope and description listed below

6. Indemnification and Hold Harmless

Agency agrees to hold harmless and indemnify 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.

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 NTN's breach of Agreement or any wrongful or negligent acts or omissions of NTN, its employees, assignees, delegates or subcontractors in the performance of this Agreement.

7. 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.

8. Project Pricing

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

9. Term and Termination

The membership commences on the date signed. The Member Agency may terminate the membership by giving NTN written notice.

**Background Investigations
Parties to the Agreement**

This is a legal agreement between the Agency and NTN. By signing this agreement you are accepting the above language and the terms of this agreement and agree that you have authority to enter in to such an agreement on behalf of the Agency.

Agency

Signature / Date

Print Name

Title

Agency Name

Physical Address

City State Zip

Telephone Email

Signature / Date

Print Name

Title

Physical Address

City State Zip

Telephone Email**National Testing Network**

Primary Contact

Please list who should be the primary contact regarding Background Investigations with NTN.

Primary Contact Name *(Please print)*

Email

Title

Phone

Billing Contact

Please list who should receive the invoices from NTN.

Billing Contact Name *(Please print)*

Email

Title

Phone

Other Authorized Contacts

Please list anyone who is authorized to receive or discuss Background Investigations with NTN.

Authorized Contact Name *(Please print)*

Authorized Contact Name *(Please print)*

Title

Title

Email

Email

Phone

Phone

Attachment A
City of Eatonville Police (WA)
Background Investigation (Law Enforcement/Dispatcher)

Background Scope	Cost
Candidate Data Collection (online if applicable)	Included
Personnel History Statement (online/manual)	Included
Computerized Criminal History (review with candidate)	Included
Local Agency Checks (LE, Courts, etc.)	Included
State LE POST Record Check	Included
NDI/Brady Officer Check (Lateral Officers Only)	Included
Driving Record	Included
Candidate Interview (virtual/remote)	Included
Verify Work Eligibility – Allowed to Work	Included
Employment Verification (Past 5 years)	Included
Residential History (Past 3 years)	Included
Document Drug/Alcohol Use	Included
Military History (Selective Service Registration/DD-214)	Included
Education Review (Non-Certified Transcripts OK)	Included
Personal Reference Checks (2-3 contacts)	Included
Professional Reference Checks (2-3 contacts)	Included
Social Media Search / Review with Candidate	Included
Agency Notification, concerns, or red flags to determine next steps.	Included
Summary Report	Included
Background Investigation Total	\$1,585.00 per candidate

- Price is subject to review 12 months after the date of the agreement (signature date).
- NTN will contact the department upon any notification of disqualifying information obtained. The agency will only be billed for investigation services listed above up to the point of identifying a disqualifying candidate. The agency will be billed in 25% increments, based on the work completed.
- NTN will assign an experienced consultant – Retired Chief of Police Ed Green who will oversee the investigator network and be a designated point of contact for the agency, along with NTN HQ client support staff for the duration of the project.
- The above pricing is all-encompassing for the scope listed and completion of law enforcement/dispatcher background investigations. Items requested outside of this scope by the agency will be priced on an individual basis.