

Cost Reimbursement Agreement

Executed By

King County Sheriff's Office, a department of
King County, hereinafter referred to as "KCSO,"

Department Authorized Representative:

Mitzi Johanknecht, Sheriff
King County Sheriff's Office
W-150 King County Courthouse
516 Third Avenue
Seattle, WA 98104

and

Redmond Police Department, a department of the City of Redmond, hereinafter referred
to as "Contractor,"

Department Authorized Representative:

Angela Birney, Mayor
P.O. Box 97010
Redmond, WA 98073

WHEREAS, KCSO and Contractor have mutually agreed to work together for the
purpose of verifying the address and residency of registered sex and kidnapping
offenders; and

WHEREAS, the goal of registered sex and kidnapping offender address and residency
verification is to improve public safety by establishing a greater presence and emphasis
by Contractor in King County neighborhoods; and

WHEREAS, as part of this coordinated effort, Contractor will increase immediate and
direct contact with registered sex and kidnapping offenders in their jurisdiction, and

WHEREAS, KCSO is the recipient of a Washington State Registered Sex and
Kidnapping Offender Address and Residency Verification Program grant through the
Washington Association of Sheriffs and Police Chiefs for this purpose, and

WHEREAS, KCSO will oversee efforts undertaken by program participants in King
County;

NOW THEREFORE, the parties hereto agree as follows:

KCSO will utilize Washington State Registered Sex and Kidnapping Offender Address
and Residency Verification Program funding to reimburse for expenditures associated

Cost Reimbursement Agreement

with the Contractor for the verification of registered sex and kidnapping offender address and residency as set forth below. This Interagency Agreement contains eleven (11) Articles:

ARTICLE I. TERM OF AGREEMENT

The term of this Cost Reimbursement Agreement shall commence on July 1, 2020 and shall end on June 30, 2021 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II. DESCRIPTION OF SERVICES

This agreement is for the purpose of reimbursing the Contractor for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program's purpose is to verify the address and residency of all registered sex and kidnapping offenders under RCW 9A.44.130.

The requirement of this program is for face-to-face verification of a registered sex and kidnapping offender's address at the place of residency. In the case of

- level I offenders, once every twelve months.
- of level II offenders, once every six months.
- of level III offenders, once every three months.

For the purposes of this program unclassified offenders and kidnapping offenders shall be considered at risk level I, unless in the opinion of the local jurisdiction a higher classification is in the interest of public safety.

ARTICLE III. REPORTING

Two reports are required in order to receive reimbursement for grant-related expenditures. Both forms are included as exhibits to this agreement. "Exhibit A" is the Offender Watch generated "Registered Sex Offender Verification Request (WA)" that the sex or kidnapping offender completes and signs during a face-to-face contact. "Exhibit B" is an "Officer Contact Worksheet" completed in full by an officer/detective during each verification contact. Both exhibits representing each contact are due quarterly and **must be complete and received** before reimbursement can be made following the quarter reported.

Original signed report forms are to be submitted by the 5th of the month following the end of the quarter. The first report is due October 5, 2020.

Quarterly progress reports shall be delivered to

Attn: Tina Keller, Project Manager
King County Sheriff's Office
500 Fourth Avenue, Suite 200
M/S ADM-SO-0200
Seattle, WA 98104

Cost Reimbursement Agreement

Phone: 206-263-2122

Email: tina.keller@kingcounty.gov

ARTICLE IV. REIMBURSEMENT

Requests for reimbursement will be made on a monthly basis and shall be forwarded to KCSO by the 10th of the month following the billing period.

Please note the following terms will be adhered to for the 2020-2021 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using Offender Watch to track verifications will not receive that quarter's grant payment.

Overtime reimbursements for personnel assigned to the Registered Sex and Kidnapping Offender Address and Residency Verification Program will be calculated at the usual rate for which the individual's time would be compensated in the absence of this agreement.

Each request for reimbursement will include the name, rank, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the department that the request has been personally reviewed, that the information described in the request is accurate, and the personnel for whom reimbursement is claimed were working on an overtime basis for the Registered Sex and Kidnapping Offender Address and Residency Verification Program.

Overtime and all other expenditures under this Agreement are restricted to the following criteria:

1. For the purpose of verifying the address and residency of registered sex and kidnapping offenders; and
2. For the goal of improving public safety by establishing a greater presence and emphasis in King County neighborhoods; and
3. For increasing immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction

Any non-overtime related expenditures must be pre-approved by KCSO. Your request for pre-approval must include: 1) The item you would like to purchase,

Cost Reimbursement Agreement

2) The purpose of the item, 3) The cost of the item you would like to purchase. You may send this request for pre-approval in email format. Requests for reimbursement from KCSO for the above non-overtime expenditures **must** be accompanied by a spreadsheet detailing the expenditures as well as a vendor's invoice and a packing slip. The packing slip must be signed by an authorized representative of the Contractor.

All costs must be included in the request for reimbursement and be within the overall contract amount. Over expenditures for any reason, including additional cost of sales tax, shipping, or installation, will be the responsibility of the Contractor.

Requests for reimbursement must be sent to

Attn: Tina Keller, Project Manager
King County Sheriff's Office
500 Fourth Avenue, Suite 200
Seattle, WA 98104

Phone: 206-263-2122

Email: tina.keller@kingcounty.gov

The maximum amount to be paid under this cost reimbursement agreement shall not exceed Two Thousand One Hundred Thirty Six Dollars and Seventeen Cents (\$2,136.17). Expenditures exceeding the maximum amount shall be the responsibility of Contractor. All requests for reimbursement must be received by KCSO by July 31, 2021 to be payable.

ARTICLE V. WITNESS STATEMENTS

"Exhibit C" is a "Sex/Kidnapping Offender Address and Residency Verification Program Witness Statement Form." This form is to be completed by any witnesses encountered during a contact when the offender is suspected of not living at the registered address and there is a resulting felony "Failure to Register as a Sex Offender" case to be referred/filed with the KCPAO. Unless, due to extenuating circumstances the witness is incapable of writing out their own statement, the contacting officer/detective will have the witness write and sign the statement in their own handwriting to contain, verbatim, the information on the witness form.

ARTICLE VI. FILING NON-DISCOVERABLE FACE SHEET

"Exhibit D" is the "Filing Non-Discoverable Face Sheet." This form shall be attached to each "Felony Failure to Register as a Sex Offender" case that is referred to the King County Prosecuting Attorney's Office.

ARTICLE VII. SUPPLEMENTING, NOT SUPPLANTING

Cost Reimbursement Agreement

Funds may not be used to supplant (replace) existing local, state, or Bureau of Indian Affairs funds that would be spent for identical purposes in the absence of the grant.

Overtime - To meet this grant condition, you must ensure that:

- Overtime exceeds expenditures that the grantee is obligated or funded to pay in the current budget. Funds currently allocated to pay for overtime may not be reallocated to other purposes or reimbursed upon the award of a grant.
- Additionally, by the conditions of this grant, you are required to track all overtime funded through the grant.

ARTICLE VIII. HOLD HARMLESS/INDEMNIFICATION

Contractor shall protect, defend, indemnify, and save harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of Contractor, its officers, employees, contractors, and/or agents related to Contractor's activities under this Agreement. Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Contractor, by mutual negotiation, hereby waives, as respects King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event King County incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Contractor. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE IX. INSURANCE

Contractor shall maintain insurance policies, or programs of self-insurance, sufficient to respond to all of its liability exposures under this Agreement. The insurance or self-insurance programs maintained by the Contractor engaged in work contemplated in this Agreement shall respond to claims within the following coverage types and amounts:

General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**. \$5,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent.

Cost Reimbursement Agreement

By requiring such liability coverage as specified in this Article IX, King County has not, and shall not be deemed to have, assessed the risks that may be applicable to Contractor. Contractor shall assess its own risks and, if deemed appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Contractor agrees to maintain, through its insurance policies, self-funded program or an alternative risk of loss financing program, coverage for all of its liability exposures for the duration of this Agreement. Contractor agrees to provide KCSO with at least thirty (30) days prior written notice of any material change or alternative risk of loss financing program.

ARTICLE X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this agreement. This agreement shall not impart any right enforceable by any person or entity that is not a party hereto.

ARTICLE XI. AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

Redmond Police Department

**KING COUNTY SHERIFF'S
OFFICE**

Angela Birney, Mayor

Mitzi Johanknecht, Sheriff

Date

Date

Verification Request

Agency: King County WA Sheriff's Office

Administrator: King County Sheriff's Office RSC Phone: (206)263-2120

Date: 6/16/2016

Offender Information

Name test , test Registration # 2353765
 POB SSN
 DOB 01/01/1990 Age 26 Alt Reg #
 Sex Orient Drv. Lic./State
 Race Nat. No Selection FBI
 Height Hair State ID
 Weight Eyes Last Verified:
 Risk Type Date
 Comm.

Offender Photo

PHOTO NOT AVAILABLE

Active Officer Alert

LOOK HERE FOR OFFICER SAFETY INFORMATION

Employment/School

Name	Address	Supervisor	Phone
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Residence
Street

(Bold - Primary Home Address)

Alias

Phone
Number

(Bold - Primary Contact Numbers)

Type Description

Scars/Tattoos

Location Type Description

Vehicle

Make	Model	Color	Year	License	State	VIN	Comments
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Offense

Date	RS Code/Description	Convicted	Released	Case #	Crime Details
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I _____ do hereby attest, under penalties of perjury, that any and all information contained here is
 current and accurate on this _____ day of _____ 20_____.

Offender Signature: _____

Officer Signature: _____ Date: _____

Exhibit B

REGISTERED SEX OFFENDER ADDRESS VERIFICATION OFFICER CONTACT WORKSHEET

OFFENDER DETAILS:

OFFENDER'S NAME:	DOB:
ADDRESS:	CITY/STATE/ZIP:
OFFENDER PHONE:	ZIP CODE.:
EMPLOYER:	WORK PHONE:
OFFENDER LEVEL IF KNOWN:	FORM OF ID:

DATE & TIME OF CONTACTS: *SEE KEY BELOW FOR CODING

DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:
DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:
DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:

RESULT OF CONTACT:

MADE IN PERSON CONTACT: YES <input type="checkbox"/> NO <input type="checkbox"/>	FTR CASE NUMBER ASSIGNED IF NO CONTACT MADE:
STATEMENT TAKEN: YES <input type="checkbox"/> NO <input type="checkbox"/> <input type="checkbox"/>	

REPORTING PARTY INFORMATION:

REPORTING PERSON:		DOB:	
MAILING ADDRESS:		CITY/ZIP:	
TELEPHONE:		ALT #	
RELATION TO OFFENDER:	NONE (UNKNOWN) <input type="checkbox"/> KNOWN <input type="checkbox"/>	RELATION:	

*CONTACT CODE KEY:

1 = OFFENDER MOVED
2 = BAD ADDRESS
3 = NOT HOME

5 = HOUSE FOR SALE
6 = ARRESTED
7 = OFFENDER IN JAIL

9 = TOOK STATEMENT

Exhibit B

REGISTERED SEX OFFENDER ADDRESS VERIFICATION OFFICER CONTACT WORKSHEET

OFFENDER DETAILS:

4 = CHANGE OF ADDRESS

8 = DEAD

OFFICER/DETECTIVE:

AGENCY:

Date _____ Agency/Officer _____ Incident number _____

Witness Statement – Failure to Register

Suspect's Name: _____

Suspect's Last Registered Address: _____

Witness' Name: _____

Witness's Home Address: _____

Witness' Home Phone Number _____ Cell: _____ Other: _____

How do they know the suspect (please be as detailed as possible)? _____

*If suspect rented an apartment or a room from the witness, please have them provide a copy of any documentations to this effect and any documentations the suspect moved out.

Did the witness ever see the suspect at his/her last registered address? _____

How often would they see him/her there? _____

When did the witness start seeing him/her there? _____

When did they stop? _____

Why did the suspect stop staying at the address? _____

Did the suspect keep any personal belongings there? _____

In general, when is the last time they saw the suspect ? _____

Do they know where the suspect moved to or their current whereabouts? _____

_____Can they provide the names and contact information of any other witnesses who would have seen the suspect staying at his/her last registered address? _____

Is the witness willing to assist in prosecution? _____

Under penalty of perjury of the laws of the State of Washington, I certify that the foregoing is true and correct.

Witness' Signature _____ date _____

EXHIBIT D**WASPC GRANT FILING
NON-DISCOVERABLE**

TO: KCPAO – Special Assault Unit – Seattle		DATE:	
FROM:		INCIDENT #:	
AGENCY:			
SUSPECT #1:			
DOB:	RACE:	SEX: M <input type="checkbox"/> F <input type="checkbox"/>	HGT: WGT:
SUSP #1 ADDRESS:			
CHARGE: Failure to Register as a Sex Offender		DATE OF CRIME:	
VICTIM #1: State of Washington			DOB:
VICTIM #2:			DOB:
INTERVIEWED BY: NO ONE		DPA NAME:	
TYPE OF CASE: FTR - Failure To Register			OTHER TYPE:

THIS CASE IS BEING REFERRED FOR THE FOLLOWING REASONS

<input type="checkbox"/> FILING OF CHARGES: - Comments:

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<input type="checkbox"/> DECLINE: - Comments:

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WASPC STATISTICAL REPORTING TO KCSO

Case Referral Received by KCPAO on this date:

Case filed by KCPAO: YES ☐ NO ☐

Cause Number Assigned:

If no, please indicate why:

Other Explanation: