

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY PROSECUTING ATTORNEY'S OFFICE
AND THE CITY OF REDMOND FOR THE IMPLEMENTATION OF THE
GREATER PUGET SOUND FINANCIAL FRAUD AND IDENTITY THEFT CRIMES
TASK FORCE PROGRAM**

THIS AGREEMENT is made and entered into by the King County Prosecuting Attorney's Office (hereinafter the "KCPAO") and the City of Redmond (hereinafter "Redmond" or "the City").

WHEREAS, the Washington State Legislature passed Chapter 290, Laws of 2008 creating a financial fraud and identity theft crime investigation and prosecution program in the now Department of Commerce, and such law was amended and updated in 2015, which created two regional financial fraud and identity theft task forces, one for Spokane County and the Greater Puget Sound Financial Fraud and Identity Theft Task Force (hereinafter "GPS-FFIT") which includes Pierce, King, and Snohomish Counties.

WHEREAS, Chapter 290, Laws of 2008, was amended in 2015 to impose a surcharge on the filing of certain financial documents by financial institutions with the surcharge to be used to fund the GPS-FFIT in a separate dedicated fund and was amended again in 2020 to increase the amount of the surcharge and to authorize its collection through June 30, 2030.

WHEREAS, after the 2015 and 2020 amendments, the governing board of the GPS-FFIT includes representatives from law enforcement, prosecuting attorney's offices, federal investigatory agencies, financial institutions, the US Attorney's Office, and the Attorney General's Office from all three greater Puget Sound counties. This governing board determines the budget for GPS-FFIT and approves expenditures for the GPS-FFIT within the statute and Department of Commerce rules.

WHEREAS, the KCPAO, acting on behalf of the GPS-FFIT, entered into an Interagency Agreement with the Department of Commerce under which grant funds will be received from the Department of Commerce in order to fulfill the goals of the Task Force, and the KCPAO will act as the fiscal agent on behalf of all the agencies in King, Pierce, and Snohomish counties who are approved for funds by the GPS-FFIT governing board,

WHEREAS, the KCPAO and Redmond desire to enter into an interlocal agreement (hereinafter "MOU") to specify the obligations of the parties with respect to the grant funds as identified above,

NOW, THEREFORE, the KCPAO and Redmond agree as follows:

1. **Purpose:** The purpose of this MOU is to establish the terms and conditions under which KCPAO, as administrator of the grant funds received for the GPS-FFIT, will reimburse Redmond for the salary, benefits, equipment, travel, overtime, operating expenses and training paid by Redmond for the financial analyst working on financial fraud and identity theft matters, including expenses related to reimbursing cooperating witnesses, or procuring confidential informants.
2. **Term and Termination:** This MOU shall take effect upon signature by both parties and renew automatically on an annual term through June 30, 2030 or as extended by the Interagency Agreement. This MOU may be terminated by either party upon thirty (30) days

advance written notice to the other party, provided, that termination shall not affect the eligibility for reimbursement of any expenditure made by such party prior to the effective date of termination. Should Redmond wish to terminate, it must invoice any remaining applicable expenditures to KCPAO within ninety (90) days from the effective date of termination. The parties anticipate that the Interagency Agreement between King County and Department of Commerce will have funding available on an annual basis from the Department of Commerce through June 30, 2030. In the event of a termination, the governing board of the GPS-FFIT shall decide on the expenditure of the remaining unused balance for that agency.

3. **Reimbursement:** The reimbursement amount will be set annually by the GPS-FFIT governing board and that will be the cap for reimbursement to Redmond, unless amended by the GPS-FFIT board. The KCPAO will reimburse Redmond within thirty (30) days of receipt of funds from the Department of Commerce so long as the invoice is approved by all parties. Redmond will expend the funds received only for the purposes approved in the grant agreement between KCPAO and the Department of Commerce and to further the goals and objectives of the GPS-FFIT. All travel or training under this MOU will be consistent with purpose/mission of the grant, and expenses will be held to amounts shown on the GSA website for the region in which the training occurs.

Redmond shall invoice the KCPAO and provide necessary paperwork to support reimbursement. All invoices shall be sent to the following addresses and email:

King County Prosecuting Attorney's Office
516 Third Avenue
W554 King County Courthouse
Seattle, WA 98104
ATTN: Jay Zhao
jzhao@kingcounty.gov

4. **Accounting and Audits:** The KCPAO will maintain a current, complete and accurate records and account of all obligations and expenditures of fund under this MOU in accordance with generally accepted accounting principles and instructions from the Department of Commerce. The KCPAO shall permit and have readily available for examination and auditing by the Department of Commerce, Redmond, and any other GPS-FFIT board member, or any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this MOU and the grant funds received under the Interagency Agreement. The KCPAO shall maintain such records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this MOU, whichever is later.
5. **Discrimination:** With respect to any actions taken under this MOU, the KCPAO and Redmond each agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all other requirements imposed or pursuant to the regulations of the United States Department of Justice implementing those laws.
6. **No Joint Property to be Acquired—Crime Analyst to be a Redmond Employee:** No joint property is to be acquired pursuant to this MOU. The Redmond GPS-FFIT crime analyst shall at all times be a Redmond employee and nothing in this MOU or in the Interagency Agreement shall be constructed as making the crime analyst an employee of the KCPAO or the Department of Commerce.

7. **Equipment:** Redmond shall certify that any equipment purchased will be used solely for the purpose of this grant. Redmond shall provide fixed asset number to the KCPAO and inventory the item(s) within ten (10) days upon the KCPAO's request.
8. **Administration of MOU:** This MOU shall be jointly administered by the KCPAO and the Redmond Police Department. Redmond also agrees to Single Audit Act Compliance which states: If the Public Agency or Non-profit Agency is a sub recipient of a federal award as identified in this MOU, the Agency shall comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. By executing this MOU, the KCPAO certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in the Federal Assistance Programs under Executive Order 12549 "Debarment and Suspension." The KCPAO further certifies that it will not contract with a subcontractor that is debarred or suspended. Redmond certifies the same.
9. **Indemnity:** Each party shall defend, protect and hold harmless the other parties from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this MOU.
10. **Notices:** All notices and other formal communications between the parties concerning this MOU shall be sent to the following addresses and email:

King County Prosecuting Attorney's Office
516 Third Avenue
W554 King County Courthouse
Seattle, WA 98104
ATTN: Jay Zhao
jzhao@kingcounty.gov
Patrick.Hinds@kingcounty.gov

Redmond Police Department
P.O. Box 97010
Mail Stop PSPDA
Redmond, WA 98073-9710
ATTN: Chief Darrell Lowe
dlowe@redmond.gov
tgately@redmond.gov

All notices and other formal communications shall be deemed received three (3) days after the same are deposited, postage prepaid, in the United States Mail, addressed as provided in this Section.

11. **Governing Law, Venue:** This MOU shall be governed by the laws of the State of Washington. Venue for any litigation concerning this MOU shall be in the superior court of the county in which the defendant is located.
12. **Severability:** In the event that any section, sentence, clause or phrase of this MOU is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of enforceability of any other section, sentence, clause or phrase of this MOU.

13. **Entire Agreement:** This MOU constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior understandings and agreements. This MOU may be amended only by written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATE this _____ day of _____, 2020.

CITY OF REDMOND:

KING COUNTY PROSECUTING
ATTORNEY'S OFFICE:

(Signature)

DAN SATTERBERG
King County Prosecuting Attorney

Date

Title of Authorized Signatory

Mailing Address:

Mailing Address:

516 Third Ave

W554 King County Courthouse

Seattle, WA 98104

Street Address:

Same

Street Address, if different:

Federal Tax ID or Social Security Number: