

CC 8794

Contract 8794

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:

John Marchione, Mayor  
8701 160<sup>th</sup> Avenue NE  
Redmond, WA 98052

**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, 2018 and shall end on June 30, 2019 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, 2018.

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 10<sup>th</sup> of the month following the billing period.

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, 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.

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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](mailto:tina.keller@kingcounty.gov)

The maximum amount to be paid under this cost reimbursement agreement shall not exceed Two Thousand Five Hundred Ninety Three Dollars and Sixty Three Cents (\$2,593.63). Expenditures exceeding the maximum amount shall be the responsibility of Contractor. All requests for reimbursement must be received by KCSO by July 31, 2019 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**

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.

## Cost Reimbursement Agreement

- 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.

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.

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**ARTICLE X. NO THIRD PARTY BENEFICIARIES**

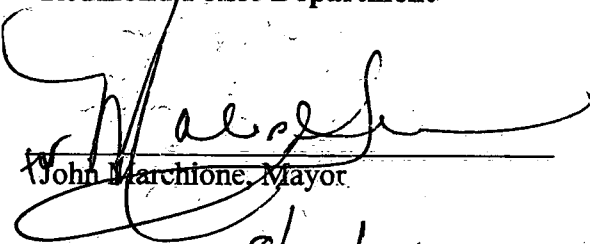
There are no third party beneficiaries to this agreement. This agreement shall not impart any right enforceable by any person or entity that is not a party hereto.

**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**



John Marchione, Mayor

8/31/18

Date

**KING COUNTY SHERIFF'S OFFICE**



Mitzi Johanknecht, Sheriff

20181002

Date

Agency: King County WA Sheriff's Office

Administrator: King County Sheriff's Office  
RSO Unit

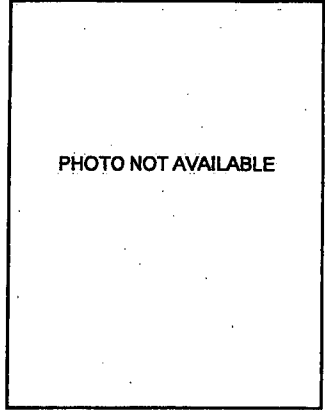
Phone: (206)263-2120

Date: 7/8/2018

Offender Information

Name TEST, TEST TEST Registration # 4744033  
 POB SSN  
 DOB 01/01/1970 Age 48 Alt Reg #  
 Sex Orient Drv. Lic./State  
 Race Nat. No Selection FBI  
 Height 4'1" Hair State ID  
 Weight Eyes Zone SPD Q2  
 Risk/Class. Comm.

Offender Photo



Compliant

Responsibility ()

Verifications:

Type	Last Date	Next Date	Comments

Active Officer Alert

TEST

Primary Email Address

Primary IP Address

Residence Street	(Bold - Primary Home Address)	Phone Number	(Bold - Primary Contact Numbers)	Type	Description
123 SMITH ST, SEATTLE, WA 98109	(Home)				

Employment/School

Name	Address	Supervisor	Phone

Vehicle Make	Model	Color	Year	License	State	VIN	Comments

Offense Date	RS Code/Description	Convicted	Released	Case #	Crime Details
	609.3451/Criminal Sexual Conduct in the 5th Degree				

Probation Status	Probation Officer	Contact	County	Conditions

Open Cases	Date Opened	Case Number	Notes

No Change

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: \_\_\_\_\_ Badge Number: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REGISTERED SEX OFFENDER ADDRESS VERIFICATION  
OFFICER CONTACT WORKSHEET**

**EXHIBIT B**

**OFFENDER DETAILS:**

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

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

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

**RESULT OF CONTACT:**

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

**REPORTING PARTY INFORMATION:**

<b>REPORTING PERSON:</b>	<b>DOB:</b>
<b>MAILING ADDRESS:</b>	<b>CITY/ZIP:</b>
<b>TELEPHONE:</b>	<b>ALT #</b>
<b>RELATION TO OFFENDER:</b>	<b>RELATION:</b>

**\*CONTACT CODE KEY:**

- |                       |                      |                    |
|-----------------------|----------------------|--------------------|
| 1 = OFFENDER MOVED    | 5 = HOUSE FOR SALE   | 9 = TOOK STATEMENT |
| 2 = BAD ADDRESS       | 6 = ARRESTED         |                    |
| 3 = NOT HOME          | 7 = OFFENDER IN JAIL |                    |
| 4 = CHANGE OF ADDRESS | 8 = DEAD             |                    |

**OFFICER/DETECTIVE:**

**AGENCY:**



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  F

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**

FILING OF CHARGES: - Comments:

DECLINE: - Comments:

**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:

# City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Cost Reimbursement Agreement for 2018-2019  
 Type of Service: Registered Sex Offenders Grant for address and residency verification of Sex Offenders  
 Supplier/Contractor Name: King County Sheriff's Office  
 Contract/Agreement Amount, Original: N/A Amended Amount: \$ 2593.63  
 Council Approval Date: 8/21/18 Nature of Funding: King County reimbursement  
 Project Administrator: Ron Harding MailStop: BPDA Phone: X 2589  
 Anticipated Agreement Start Date: July 1, 2018 Estimated Completion Date: June 30, 2019

Does this contract contain the purchase of technology related items/services?  YES  NO  
 If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Will federal funds be used to pay for all or part of contract?  YES  NO  
 If Yes, check for debarment at [www.sam.gov](http://www.sam.gov)  
 (print results and keep a copy in project file)

Department Head/ Designee Signature: Ron Harding Date: 8.29.18

Comments:

Account Numbers/  
Distribution

NIGP/Commodity Code: \_\_\_\_\_

**ROUTING PROCESS:** ( \_\_\_\_\_ copies)

To: City Clerk	M.	Date	8/31/18
	(for routing and tracking)		
Risk Manager	JM	Date	8/21/18
	(Signature or initials)		
City Attorney	[Signature]	Date	9/4/18
	(Signature or initials)		
(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)			
Mayor	[Signature]	Date	8/31/18
	(Signature or initials)		
City Clerk	CX	Date	9/7/18
	(Signature or initials)		

**NOTE:** The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

**Finance use ONLY** Supplier Id  Date Received  Agreement # 8794