

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

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

Department Authorized Representative:

Craig Schwartz, Chief of Police
133 Third Avenue SE
Pacific, WA 98047

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

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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, 2021 and shall end on June 30, 2022 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, 2021.

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

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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 2021-2022 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,

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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 Two Hundred Fourteen Dollars and Twenty Eight Cents (\$2,214.28). Expenditures exceeding the maximum amount shall be the responsibility of Contractor. All requests for reimbursement must be received by KCSO by July 31, 2022 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

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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.

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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.

Pacific Police Department

KING COUNTY SHERIFF'S OFFICE


Craig Schwartz, Chief of Police


Mitzi Johanknecht, Sheriff

7/28/21
Date

2021 0802
Date