

**Regional Domestic Violence Firearms Enforcement Unit
Memorandum of Understanding**

I. Recitals

- A. Whereas, in the United States, a woman is fatally shot by her partner every 16 hours; when a gun is present in a domestic violence situation, a woman is five times more likely to be murdered; and in more than half of the domestic violence homicides in Washington State from 2006-2015, the defendant had previously been ordered to surrender firearms;
- B. Whereas, since the mid-1990's, federal law has barred certain categories of people from possessing weapons, including felons, persons who have been convicted of a domestic violence offense and persons subject to certain restraining orders. But those persons were not necessarily barred under state law, and the federal law did not cover all categories, such as persons with temporary Protection Orders issued against them;
- C. Whereas, in Washington State, state law was strengthened with the passage of HB 1840 in 2014, which authorized Orders to Surrender Weapons when Protection Orders are issued. In 2015, the Legislature passed SB 5381, known as "Sheena's Law," which requires all law enforcement agencies to develop policies for storing surrendered firearms, procedures for notifying family members when firearms are being returned, and procedures for checking various databases to verify that the person requesting return of a surrendered firearm is eligible to possess firearms. Extreme Risk Protection Orders were created by citizen initiative in November 2016. And in 2016, the Legislature passed HB 1501 regarding actions law enforcement must take when they become aware through a failed background check that a person prohibited from possessing firearms has attempted to purchase firearms;
- D. Whereas Protection Orders are obtained by petitioners concerned for their safety because of domestic violence, sexual assault, stalking or harassment. Protection Orders and Orders to Surrender Weapons may be issued by civil courts addressing domestic violence, sexual assault, harassment or behavioral crisis. A court may enter an Ex Parte Temporary Protection Order without a hearing when there is a showing of possible harm and, upon a full hearing, a final order that lasts for a fixed term or, in some cases, is permanent;
- E. Whereas, Orders to Surrender Weapons may also be issued as part of criminal proceedings. Additionally, courts may issue No Contact Orders to protect victims during the pendency of criminal proceedings, and these orders may also be imposed or extended as a condition of release or sentence;
- F. Whereas, when a victim makes the difficult decision to leave or seek protection from an abuser, she may petition for a Protection Order and often does that without an attorney to assist her in court;

- G. Whereas, when a respondent receives the legally required notice, the respondent must *immediately* surrender *all* weapons and any Concealed Pistol License (CPL), not have access to any other weapons, and provide verification back to the court within five days;
- H. Whereas, often abusers react violently because the victim has revealed the abuse for the first time to someone outside of the home. Thus, a victim is in the greatest danger of increased - even lethal - violence when seeking help from the courts;
- I. Whereas, swift and certain removal of firearms from those prohibited by law from possessing them may be necessary when respondents do not immediately surrender all weapons as required by Court Order;
- J. Whereas, Orders may be issued by Judges or by Commissioners in Superior Courts, District Courts, or Municipal Courts, including special courts such as Mental Health Courts, Involuntary Treatment Courts, on criminal or civil calendars;
- K. Whereas, there are 40 jurisdictions in King County and 39¹ different law enforcement agencies to which the courts may direct the responsibility for service of these Orders, two Superior Court locations, eight District Court locations, and 16 Municipal Courts that play a role in issuing, serving and enforcing orders;
- L. Whereas, these 39 law enforcement agencies vary significantly in size, budget, training, data management and resources;
- M. Whereas, the laws prohibiting those with Protection or No Contact Orders from possession of firearms did not provide for funding of staff or technology, or designate a point of accountability with authority to direct a complicated, multi-party, multi-jurisdictional fragmented system to ensure compliance with the law;
- N. Whereas, interviews with law enforcement agencies in the region and a review of their policies, as well as limited available data, indicate that despite state law requiring immediate surrender of all weapons, very few firearms are being surrendered, leaving petitioners and families at continued risk, law enforcement agencies are not uniformly asking restrained parties to surrender weapons at time of service of Orders, even though this a period of heightened risk for the petitioner and family, and Washington State does not have a law mandating that law enforcement remove all weapons at the scene of any domestic violence incident arrest;

¹ In King County, there are 40 jurisdictions, 39 cities, and the King County Sheriff's Office contracts with 12 LEA's for law enforcement services.

- O. Whereas, in civil proceedings there are often neither prosecutors, law enforcement nor court personnel to ensure judicial officers have all available information regarding firearms and that there can be swift enforcement when the record indicates non-compliance;
- P. Whereas, available data also indicates that many orders issued by courts are never served or are not served within the allowable period of time, formal risk assessments are not being done to ensure that at least those presenting the greatest risk get served, there is limited ability for law enforcement to quickly get Orders corrected or clarified, and there are not systems in place to ensure court hearings are held when there is not immediate or full compliance;
- Q. Whereas, the ability of the courts, policy-makers or advocates to track compliance with is made more complicated and problematic because of the number of agencies and procedures, and the myriad databases (or lack of databases) involved, resulting in limited tracking of what firearms are surrendered, whether all that were ordered surrendered were in fact surrendered, and how long it takes for the firearms to be surrendered, thus inhibiting the ability to measure or evaluate whether victim and community safety is being improved;
- R. Whereas, policy-makers, law enforcement, prosecutors and advocates should be able to tell the public and victims whether the laws are working, but one cannot ascertain easily and with accuracy for any given period the essential information related to how many orders have been issued, served, how many firearms have been surrendered, or most all other critical information;
- S. Whereas, the undersigned agencies are committed to building and sustaining an effective, accountable, integrated and coordinated approach for processing, serving and enforcing civil Protection Orders and Orders to Surrender Weapons, to better enforce Court Orders and remove firearms from respondents and restrained persons;
- T. Whereas, the undersigned agencies recognize that they provide essential leadership in the larger systems and because of the complexity of these systems must create a different way of processing, serving and enforcing civil Protection Orders and Order to Surrender Weapons;
- U. Whereas, to reduce risk and improve safety, the best approach for law enforcement is to act through an integrated and coordinated inter-jurisdictional approach, rather than having each law enforcement agency act on its own and petitioners or their families carrying the burden of seeing that the laws and court orders are enforced;
- V. Whereas, as with other Regional criminal justice priorities, law enforcement, prosecutors and related systems can work more cohesively and effectively using an inter-jurisdictional approach, particularly since often the petitioner and the respondent or restrained person reside in different jurisdictions;

- W. Whereas, a Regional Unit, with integrated, real-time data sharing, and a dedicated team, including law enforcement, prosecutors and staff to fill longstanding gaps in civil and criminal court processes related to firearms surrender, is necessary to reduce the risk of lethality and improve public safety;
- X. Whereas, a collaborative, integrated Regional Unit requires agreement on approach and priorities, respective roles and responsibilities, commitments to provide sustained funding and dedicated staff capacity, information-sharing, and other ways in which the agencies and members of the team must work together to achieve the intended outcomes;

NOW THEREFORE,

We the undersigned agree to the following to enhance public safety and public health with effective processing, service and enforcement of Protection Orders and Orders to Surrender Weapons:

II. Values & Principles

We believe leadership to improve public health and public safety outcomes related to gun violence and protective orders² in domestic violence, sexual assault, harassment or behavioral crisis cases is our shared responsibility. We will work collaboratively across and among our related systems, jurisdictions, and disciplines, to improve the safety of intimate partners, family members, the community and law enforcement, prioritizing the swift surrender or removal of weapons, as intended by law. We will strive for coordinated policies, training, service delivery and consistent expectations among our agencies and system partners. We will embrace a philosophy of continuous improvement, striving for quick resolution to address problems and barriers, while at the same time considering and respecting different perspectives. We will create, measure and regularly report on outcomes.

III. Goals and Strategy - An Integrated, Regional Approach

- A. By December 1, 2017, the King County Prosecutor's Office (KCPAO) and Seattle City Attorney's Office (SCAO) will create a Regional Unit that will coordinate the data entry, service, tracking, enforcement, receipt, storage and return of firearms for all types of Protection Orders, including Extreme Risk Protection Orders, and Orders to Surrender Weapons issued by the multiple court systems and served by the multiple law enforcement agencies in King County. The King County Sheriff's Office and the Seattle Police Department will be the initial participating law enforcement agencies. The Unit will begin with Protection Orders, including Extreme Risk Protection Orders, and Orders to Surrender Weapons issued by King County Superior Court.
- B. We will establish, implement and reinforce model policy and practice guidelines and training that promote best practices within and among the region's law enforcement agencies, courts, prosecutors and other system partners; prioritization based on an agreed risk assessment tool;

² Includes No Contact Orders, Protection Orders, Vulnerable Adult Orders, Stalking Protection Orders, Anti-Harassment Orders, Sexual Assault Protection Orders, Extreme Risk Protection Orders, and Orders to Surrender Weapons.

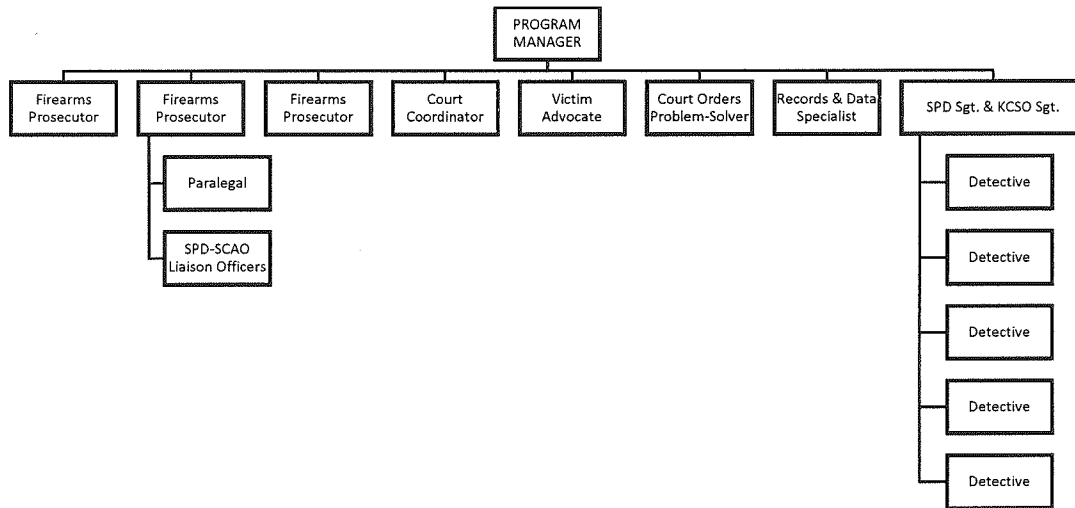
coordinated case management; real-time data-sharing; and regular outcome evaluation reporting done in an integrated and transparent manner.

- C. We will provide expertise, staff and funding resources, sustained over time in a manner consistent with our shared commitment to the importance of more effectively addressing firearms violence and domestic violence in our region.
- D. By December 1, 2018, we will work to include as many of the region's law enforcement agencies in the coordinated Regional Unit as possible. The nature of coordination may be different for those agencies operating as contract agencies with KCSO.
- E. The Program Manager will manage the operations of the Regional Unit and will provide daily oversight, guidance and direction for the team members, as well as training for team members and other system partners. The team members will meet weekly to review accountability for outcomes, ongoing case prioritization and management, and fidelity to best practices. The Program Manager will be hired by and report to the senior DV Unit Chief for the KCPAO and the DV Unit Supervisor for the SCAO. They collectively will be responsible for ensuring budget, task and outcome milestones are met. Decisions will be guided by potential impact on the safety of intimate partners, family members, the community and law enforcement.
- F. The Unit will have protocols for tracking and responding to requests for assistance from law enforcement agencies, attorneys, advocates and others throughout the county as well as outside of the county.

IV. Team Members

- A. Effective January 1, for its initial full year, the Regional Unit staff team will include:
 - Program Manager to lead the Unit
 - Court Orders Problem-Solver
 - Court Coordinator
 - 3 Firearms Prosecutors
 - 2 SPD-SCAO liaison law enforcement officers*
 - SPD and KCSO law enforcement personnel to serve orders, obtain weapons and assist with enforcement*
 - 1 KCSO Database, records, data & risk assessment personnel
 - 1 DV advocate
 - 1 Paralegal

{*=loaned from law enforcement agencies; dedicated to the Unit for a minimum of two-years}



- B. Space will be provided for the Unit on the 4th floor of the King County Courthouse. Business cards, email addresses, phone numbers and other communication tools will identify the assigned staff as part of the Regional Unit.
- C. The Program Manager will coordinate the Unit and assignments, direct the day-to-day operations of the team, and lead implementation of the recommended system reforms.
- D. Non-sworn team members hired after the Program Manager has started will be selected by the Program Manager. Sworn team members assigned from agencies will be approved by the Program Manager prior to assignment to ensure the skills are appropriate for the position. The Program Manager will also be consulted on the duration of the length of the term of the loans. Hiring for the Court Orders Problem-Solver position will include involvement of or consultation with the relevant presiding judges and the Superior Court Clerk’s Office (DJA).
- E. Regardless of hiring authority, team members will report to the Program Manager for day-to-day operations of the Unit. The prosecutors and paralegal will receive guidance and direction regarding cases from the KCPAO DV Unit Chief and the SCAO DV Unit Supervisor.
- F. Responsibility for conduct not under the Program Manager’s direction will remain with the respective law enforcement agency head and each agency shall be responsible for the actions of its respective employees. Each team member will continue to report to his or her respective agency for those matters.
- G. Each team member will be subject to the laws, regulations, policies, and personnel rules of his or her respective agency.
- H. Continued assignment to the Regional Unit will be based on performance and at the discretion of each member’s agency, although each agency commits to consult with the Program Manager

in decisions affecting assignments to, or transition out of, the Unit. The Program Manager will also retain discretion to remove any member of the team.

- I. The Program Manager will develop training and on-boarding protocols for each position.
- J. The responsibilities of each team member will be based on the job descriptions developed by the Regional Work Group and will also include start-up and ongoing operational responsibilities as needed for the Unit as its role develops over time.
- K. Each participating agency will assume all costs of their respective staff, including salaries, overtime payments, and fringe benefits consistent with their respective agency. Given the importance of immediate response when there is heightened public safety risk, in addition to the Court Orders Problem-Solver, other team members will have an assigned schedule to handle emergent issues as they arise. Schedules and overtime provisions will be subject to respective collective bargaining agreements and any required approvals by appropriate personnel in each agency.

V. Integrated, Real-Time Data Sharing

- A. The ability to effectively enforce compliance with the law and to evaluate and continuously improve the processing, service, and enforcement of Protection Orders and Orders to Surrender Weapons is dependent on the ability to input, share, and collect accurate and timely data. Based on the scope of work developed by the Regional PO-OTSW Work Group, as soon as possible, the Unit will create an integrated interface to share data in real time and provide access to team members and partners as needed, have common data and coding standards, ensure that data are being collected and reported in a timely manner, and establish metrics to track progress toward enhancing the safety for intimate partners, family members, the community and law enforcement.
- B. The Unit will continue the work underway with system partners on electronic case management systems, kiosks for Protection Order address information, electronic court records access, electronic court orders, records and reports used by PR screeners, and other I.T. system reforms.

VI. Funding for the Regional Unit, Staffing Commitments and Sustainability

- A. Subject to funding, each agency will commit to participating in the Regional Unit for six years of operation, with no less than the level of funding and staff provided as of January 1, 2018. Funding for the positions and operations will be reflected as line items in each agency's budget in a manner that ensures the funding is not used for purposes other than the Unit.
- B. As new jurisdictions agree to join the Regional Unit, their funding contributions will be negotiated. Larger jurisdictions, with more orders to be served, will contribute more (in the way of funding or loaned staff support) than smaller jurisdictions with fewer orders to serve.

- C. Initially, King County and the City of Seattle will commit to funding or loaning the following positions to be on the team:

King County

- a) 1 Court Orders Problem-Solver/Court Coordinator
- b) 1.4 Firearms Prosecutors
- c) 1 Paralegal to support the Firearms Prosecutors and the team
- d) 1 Domestic Violence Advocate
- e) KCSO detectives to serve orders, obtain weapons and assist with enforcement, and a lead Sergeant
- f) 1 Database and Records personnel who will also be lead for data tracking and data collection

City of Seattle

- a) 1 Program Manager
 - b) 1 Court Coordinator
 - c) 1.6 Firearms Prosecutors
 - d) 2 SCAO Liaison Law Enforcement Officers
 - e) 4 SPD detectives to serve orders, obtain weapons and assist with enforcement, and a lead Sergeant
- D. Initial operational funding will be provided through a contract amount of \$85,000 from the SCAO to the KCPAO by November 1, 2017. Funds from this contract are solely for 2017 staffing costs as well as operational expenses for the Unit. All expenditures must be approved by the SCAO DV Unit Supervisor.
- E. The parties agree to work collaboratively to continue funding and/or staffing support for the Regional Unit on an ongoing basis so that it effectively meets the county-wide need. Pursuit of grant and levy funding may enable the Regional Unit to expand or extend its roles and responsibility sooner.

VII. Roles and Responsibilities of Partners

- A. Equipment, H.R. and I.T. support will be provided through the King County Prosecutor's Office. KCPAO and SCAO budget and H.R. personnel will provide necessary support for this inter-jurisdictional, inter-agency collaborative Unit to be successful.
- B. Participating law enforcement agencies will ensure that their agencies have adopted the Model Policy as recommended by the King County Police Chiefs' Association and that their in-service trainings, roll-call trainings, rules and regulations are consistent with the Model Policy. The participating law enforcement agencies will also coordinate with the WSCJTC on Academy training.

- C. The Program Manager will utilize a transition advisory work group to provide ongoing support, expertise and continuity of the system reform work led by the 1840 and Regional PO/OTSW work groups.
- D. Participating agencies understand that from time to time, sworn personnel assigned to regional teams need to be assigned temporarily to large scale planned and unplanned events for their primary agency, such as Torchlight Parade, large protests, etc. Those agencies will try to reduce or mitigate any adverse impacts on the work of the Unit.

VIII. Accountability

- A. Given the different agencies and jurisdictions involved in the Regional Unit, it is important to ensure that the commitments described in this MOU are consistently maintained, and the services provided are well integrated across jurisdictions and disciplines. Accordingly, the DV Unit Chief for the King County Prosecutor's Office and the DV Unit Supervisor for the Seattle City Attorney's Office will provide quarterly reports to the King County Prosecutor, the Seattle City Attorney, the King County Sheriff, the Seattle Police Chief, and the head of any other participating agency describing the activities and outcomes of the Regional Unit (using data and metrics), issues that need to be addressed, and the level of cooperation among the various agencies and jurisdictions. In addition, they and the Program Manager will provide an annual briefing to the King County Board of Health.
- B. Participating law enforcement agencies will each include pre-determined metrics in their agency's data evaluation systems (e.g., SeaStat) to track (at a minimum) number of PO's, OTSW, and ERPO's received, number of each of those orders served, and number of weapons surrendered as a result of the OTSW.
- C. The Program Manager is responsible for reviewing and approving any website, social media, written communications and presentation materials describing the work of the Unit.

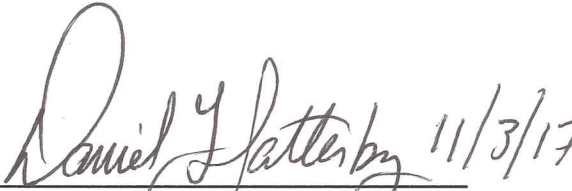
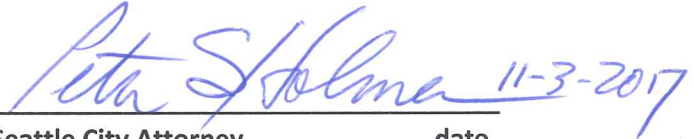



IX. Liability

- A. This agreement does not alter generally applicable rules regarding liability. RCW 10.93.040 governs liability for claims and lawsuits arising out of the exercise of authority by Regional Unit team members. In addition, each agency is responsible for any Title 51 Industrial Insurance claims filed by their respective members of the team.
- B. Participating agencies will immediately notify the Program Manager of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the Unit or otherwise relating to the Unit.
- C. Liability for any conduct by a team member undertaken outside of the scope of his or her assigned duties and responsibilities under the MOU shall be the sole

responsibility of the respective employee and/or agency involved.

X. Effective Date and Term

The parties hereto have entered into this Memorandum of Understanding as evidenced by their signatures below. The Memorandum of Understanding is effective upon the date of the final signature and shall last for a term of 6 years, subject to continued funding. It will be automatically renewed for successive terms, unless one of the agencies notifies the other signatories in writing of their intent to opt out of the MOU. Such written notice shall be provided at least sixty (60) days in advance of termination. This agreement may be expanded, modified, or amended, as needed, at any time by the consent of all the undersigned agencies, if the modifications or amendments are consistent with the goals, principles and values articulated herein.

 _____ King County Prosecuting Attorney date	 _____ Seattle City Attorney date
 _____ King County Sheriff date	 _____ BRIAN MAXLEY, COO 11/3/17
	 _____ Chief, Seattle Police Department date