

Human Services Department-King County Sheriff's Office
Firearm Forfeiture Project

February 1, 2003 -September 30, 2003

DM2003-5920

KCSO - Original

11691

MEMORANDUM OF AGREEMENT

GRANT TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF
PROTECTION ORDERS PROGRAM (ARREST PROGRAM)

This Memorandum of Agreement is between The City of Seattle Human Services Department (HSD) and The King County Sheriff's Office (KCSO).

WHEREAS, the Human Services Department has a supplemental award from the United States Department of Justice, Violence Against Women Office (Grant # 98-WE-VX-0028) in the amount of Eight Hundred Sixty Nine Thousand and Eight Hundred Fifty Eight Dollars (\$869,858.00) to fund the operation of a comprehensive set of programs and policies strengthening criminal justice agencies and community-based domestic violence victim advocacy organizations involved in coordinated community responses to domestic violence crimes; and

WHEREAS, the agreement with the United States Department of Justice extends the grant period through September 30, 2003; and

WHEREAS, The City of Seattle, through its Domestic Violence Council, has been working to improve its coordinated criminal justice and community response to domestic violence, with the goals of making victims safer and holding offenders accountable; and

WHEREAS, King County Sheriff Dave Reichert has signed a Memorandum of Understanding (Arrest Program Application #2002-X1199-WA-WE) to implement the programs described in the proposal to the United States Department of Justice. NOW, THEREFORE, the Human Services Department and the King County Sheriff's Office agree as follows:

- A. The King County Sheriff's Office will adhere to the following special conditions governing the award of the grant:
- 1) KCSO agrees to supplement and not supplant state or local funds.
 - 2) KCSO agrees that all income generated as a direct result of this project shall be deemed program income. It must be accounted for and it must be used for the purposes and under the conditions applicable to the use of grant funds.

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- 3) Any publications (written, visual or sound) whether published at the grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters and issue analyses.)

"This project was supported by Grant No. 98-WE-VX-0028 awarded by the Violence Against Women Grants Office, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

- 4) KCSO agrees that grant funds will not be used to support the development or presentation of a domestic violence curriculum for primary or secondary schools. KCSO further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.
- 5) KCSO agrees that grant funds will not be used to conduct public awareness or education campaigns or related activities.
- 6) KCSO agrees that grant funds will not be used to support family counseling or any other manner of joint victim-offender counseling.
- 7) KCSO agrees that attorneys supported with grant funds to represent victims of domestic violence in civil cases will not represent them in divorce or appeals taken there from.
- 8) KCSO agrees that grant funds will be used to address only those incidents of rape, sexual assault and stalking that occur within the context of domestic violence.

B. KCSO will hire a Domestic Violence Firearm Forfeiture Project Coordinator. The Coordinator (Program Manager II) will work under the direct supervision of the DV Unit Sergeant, to perform the following activities:

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- The Coordinator will work collaboratively with representatives from the King County Prosecuting Attorney's Office (KCPAO), King County Judicial Administration, King County District and Superior Courts, King County Probation, Washington State Department of Corrections, and the City of Seattle Firearm Forfeiture project to build on efforts to remove firearms from convicted DV offenders as provided by law.
- The Coordinator will work to develop and implement specific procedures for the collection of firearms from convicted domestic violence offenders in all relevant King County systems (such as, police, prosecutors (DV felony, misdemeanor, municipal, district, DV calendars and filing units), jail screeners and court services, advocacy providers, protection order specialists, public defenders, probation officers and court administrators).
- This position will coordinate implementation of the new firearms protocol for KCSO patrol officers responding to domestic violence calls: act as a resource providing technical assistance to officers at the scene, develop a training component regarding the firearms modifications to the DV supplemental, and problem solve issues related to DV and firearm forfeiture.
- This position will coordinate implementation of the new firearms protocol for follow up units within the KCSO by developing boilerplate language for including detailed information on firearms in the certification for determination of probable cause and coordinating other documents and database information necessary for firearms surrender and forfeiture, and data keeping.
- The Coordinator will work with the KCPAO to develop procedures for surrender and forfeiture of firearms in both misdemeanor and felony KCSO's criminal cases. This includes working with KCPAO to establish a tracking system for all criminal domestic violence cases involving firearm prohibition to ensure that firearms surrenders and forfeitures are being requested by the KCPAO when the law permits.

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- The Coordinator will participate in the KCPAO's work to improve communication and coordination with the U.S. Attorney's office to ensure that those respondents subject to federal prosecution for possessing a firearm are being brought to the attention of the U.S. Attorney's office for prosecution.
 - The Coordinator will work with the KCPAO, King County District and Superior Courts to develop procedures and checklists that include Department of Licensing, Concealed Permit License, and Criminal History to ensure surrender of firearms in protection order cases. The Coordinator will provide training to protection order and court staff on firearms and DV.
 - The Coordinator will analyze and collect current firearm forfeiture and surrender data from relevant existing county systems and develop database design recommendations for tracking the DV Firearms program, to establish baseline data, and to identify the number of firearms collected.
 - The Coordinator will prepare a written evaluation on the program and present findings, participate in grant related evaluation and program meetings, as required, and staff the King County Domestic Violence Council Firearms Subcommittee
- C. The KCSO staff will be a partner in the following grant activities including but not limited to:
- Participation on the Grant Participation Group (quarterly meetings beginning March 2003);
 - Participation in the development of the Grant evaluation plan and collection of related data;
 - Participation on Seattle's Domestic Violence Council committees, Firearm and Criminal Justice, whose work plans include grant-funded activities;

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- D. The KCSO will participate in sessions to implement DV Safety and Accountability Audits and to discuss the results of the grant evaluation and will contribute to the final report by providing HSD with requested information, including but not limited to domestic violence data requests, records, and incident reports.
- E. In recognition of KCSO's participation in the Arrest Program grant, HSD will reimburse KCSO for certain costs associated with implementing the grant Firearm Forfeiture Project, as follows:

Budget

Item	Costs
PERSONNEL:	
Salary Expense: 1 FTE x 8 months \$24.28/hr. x 40 hours week x 32	
TOTAL PERSONNEL	\$31,078
FRINGE:	
Benefits Expense: \$1,263/month x 8	
TOTAL FRINGE	\$10,107
SUPPLIES:	
Laptop Computer and Software - DV Unit - \$3,000 Desktop and Software - Property Management Unit - \$1,307	\$4,307
Workstation	\$1,500
TESS, Barcode/Label printer, Canon, CLP-6002 - \$1,200 Topgun Standard Laser and accessories - \$1,685	\$2,885
Cell Phone and Minutes Package - \$100 per month x 8	\$800
TOTAL SUPPLIES	\$9,492
TOTAL	\$50,677

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METHOD FOR REIMBURSEMENT OF COSTS:

For billing purposes under this Memorandum of Agreement,
The King County Sheriff's Office will invoice twice on this contract on
the following dates 6/15/03, and 10/15/03

The King County Sheriff's Office will send a completed invoice to
HSD that will cover costs for the previous month(s). All invoices
shall be sent to the following person at the address stated below.

Richard Lundquist, Financial Analyst
Human Services Department
618 2nd Avenue, Seattle, WA 98104
(260) 684-0317

Any questions about details of this Memorandum of Agreement will be
discussed by the Director of the Human Services Department and the King
County Sheriff. If it is necessary to amend any portion of the agreement or
add new provisions, all such changes and additions will be in writing.

Signed this _____ day of _____, 2003.

By:

HUMAN SERVICES DEPARTMENT

KING COUNTY

Joe Valentine, Acting Director

Dave Reichert, King Co. Sheriff

Ron Sims, King County Executive

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Attachment #1

KCSO/HSD MOA INVOICE
Fund Source: VAWA Grant #98-WE-VX-0028

Person Completing Form: _____

Phone #: _____

Invoice #: _____

Invoice Period: _____

Please attach back-up documentation as appropriate.

Category	Description	Total Billed this Invoice
Salaries	Beginning Budget:	\$31,078
	Less Previous Reimbursements:	_____
	Remaining Budget Balance:	_____
Fringe	Beginning Budget:	\$10,107
	Less Previous Reimbursements:	_____
	Remaining Budget Balance:	_____
Supplies	Beginning Budget:	\$9,492
	Less Previous Reimbursements:	_____
	Remaining Budget Balance:	_____
TOTAL	Beginning Budget:	\$50,677
	Less Previous Reimbursements:	_____
	Remaining Budget Balance:	_____

INVOICE CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, to the best of my knowledge and diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim due and unpaid obligation against the Human Services Department, and that I am authorized to authenticate and certify to said claim.

Typed Name

Authorized Signature

Date

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NARRATIVE PROGRESS REPORT

Contractor's Name: King County Sheriff's Office	Contract Number: DM03-5920
Program Name: Firearm Forfeiture Project	Contract Period: 2/1/2003-9/30/2003
Name of Person Completing Report:	Date of Report:

Please provide a narrative report on the progress in meeting the objectives of this Memorandum of Agreement.

1. Progress on KCSO Gun Confiscation Project:

2. Activities related to advisory group and stakeholder coordination:

3. Activities related to training on gun confiscation in domestic violence cases: