King County

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

Law and Justice Committee

Councilmembers: Larry Gossett, Chair; Kathy Lambert, Vice-Chair
Claudia Balducci, Rod Dembowski, Reagan Dunn, Jeanne Kohl-Welles

Staff: Clif Curry, Lead Staff (206-477-0877)
Marka Steadman, Committee Assistant (206-477-0887)

1:30 PM **Tuesday, July 12, 2016** **Room 1001**

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

To show a PDF of the written materials for an agenda item, click on the agenda item below.

1. Call to Order

2. Roll Call

3. Public Comment

4. Approval of Minutes

June 28, 2016 meeting pp. 3-5

Sign language and communication material in alternate formats can be arranged given sufficient notice (296-1000).
TDD Number 296-1024.
ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.

Discussion and Possible Action

5. Proposed Motion No. 2016-0352 pp. 7-60

A MOTION accepting a report on the family intervention restorative services, phase 1, as required by Ordinance 18110, Section 5, Proviso P4, which amended the 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 18, as amended.

Sponsors: Mr. Gossett

Contingent upon referral to the Law and Justice Committee

Honorable Regina Cahan, Juvenile Court, King Superior Court
Lea Ennis, Director of Juvenile Court Services, King County Superior Court
Jimmy Hung, Senior Prosecuting Attorney, Juvenile Division
Stephanie Trollen, Prosecuting Attorney's Office
Clifton Curry, Council Staff

6. Proposed Ordinance No. 2016-0256 pp. 61-94

AN ORDINANCE authorizing the execution of an interagency agreement between King County and the Washington state Department of Corrections for jail services.

Sponsors: Mr. Gossett

Clifton Curry, Council staff

7. Proposed Motion No. 2016-0312 pp. 95-100

A MOTION authorizing the King County sheriff's office to accept donations of a 2006 Achilles inflatable boat with a thirty-horse-power outboard motor and a tow trailer for the boat.

Sponsors: Mr. Dunn

Greg Doss, Council staff

Other Business

8. **Grant Alerts** pp. 101-112

2016-034 Sheriff's Office Sex Offender Registry
2016-035 Transit Policing

Adjournment

King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Minutes

Law and Justice Committee

Councilmembers: Larry Gossett, Chair; Kathy Lambert, Vice-Chair
Claudia Balducci, Rod Dembowski, Reagan Dunn, Jeanne Kohl-Welles

Staff: Clif Curry, Lead Staff (206-477-0877)
Marka Steadman, Committee Assistant (206-477-0887)

1:30 PM | **Tuesday, June 28, 2016** | **Room 1001**

DRAFT MINUTES

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. Call to Order

Chair Gossett called the meeting to order at 1:43 p.m.

2. Roll Call

Present: 5 - Ms. Balducci, Mr. Dembowski, Mr. Gossett, Ms. Kohl-Welles and Ms. Lambert

Excused: 1 - Mr. Dunn

3. Public Comment

The following individuals provided public comment:

Alex Tsimerman
Pearl Richard
Michael Fuller
Kassech Zenebe

4. Approval of Minutes

Councilmember Balducci moved approval of the June 14, 2016, meeting minutes. There being no objections, the minutes were approved

Discussion and Possible Action

5. Proposed Motion No. 2016-0251

A MOTION confirming the executive's appointment of Karen Moran, who resides in council district three, to the King County emergency management advisory committee, as the water and sewer districts alternate representative.

This matter was Deferred

6. Proposed Motion No. 2016-0252

A MOTION confirming the executive's appointment of Elizabeth Klute, who resides in council district two, to the King County emergency management advisory committee, as the private business and industry, alternate.

Lise Kaye, Council staff, provided introductory comments and introduced Elizabeth Klute, who addressed the Committee and answered questions from the members.

A motion was made by Councilmember Balducci that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 5 - Ms. Balducci, Mr. Dembowski, Mr. Gossett, Ms. Kohl-Welles and Ms. Lambert

Excused: 1 - Mr. Dunn

7. Proposed Ordinance No. 2016-0307

AN ORDINANCE establishing the protocol committee; adding a new chapter to K.C.C. Title 2A and repealing Ordinance 8936, Section 1.

Katherine Cortes, Council staff, briefed the Committee. The Honorable Susan Craighead, Presiding Judge, and Paul Sherfey, Chief Administrative Officer, King County Superior Court; answered questions from the members. Councilmember Balducci moved striking amendment S1 and title amendment T1. The amendments were adopted.

A motion was made by Councilmember Balducci that this Ordinance be Recommended Do Pass Substitute. The motion carried by the following vote:

Yes: 5 - Ms. Balducci, Mr. Dembowski, Mr. Gossett, Ms. Kohl-Welles and Ms. Lambert

Excused: 1 - Mr. Dunn

8. Proposed Ordinance No. 2016-0256

AN ORDINANCE authorizing the execution of an interagency agreement between King County and the Washington state Department of Corrections for jail services.

Clifton Curry, Council staff, briefed the Committee and answered questions from the members. William Hayes, Director, Department of Adult and Juvenile Detention, answered questions from the members.

This matter was Deferred

9. Proposed Motion No. 2016-0261

A MOTION authorizing the department of adult and juvenile detention to accept a donation to the inmate welfare fund of religious materials valued at roughly four thousand five hundred dollars from the Islamic Center of Eastside, Bellevue Masjid.

Clifton Curry, Council staff, briefed the Committee and answered questions from the members. William Hayes, Director, Department of Adult and Juvenile Detention, answered questions from the members. This matter was expedited to the July 5, Council agenda.

A motion was made by Councilmember Balducci that this Motion be Recommended Do Pass. The motion carried by the following vote:

Yes: 5 - Ms. Balducci, Mr. Dembowski, Mr. Gossett, Ms. Kohl-Welles and Ms. Lambert

Excused: 1 - Mr. Dunn

10. Proposed Motion No. 2016-0294

A MOTION supporting the executive's appointments to the King County E-911 strategic plan leadership group and staff planning group.

Lise Kaye, Council staff, briefed the Committee and answered questions from the members.

A motion was made by Councilmember Balducci that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 5 - Ms. Balducci, Mr. Dembowski, Mr. Gossett, Ms. Kohl-Welles and Ms. Lambert

Excused: 1 - Mr. Dunn

Other Business

There was no further business to come before the Committee.

Adjournment

The meeting was adjourned at 3:00 p.m.

Approved this _____ day of _____.

_____

Clerk's Signature

[Blank Page]

King County

Metropolitan King County Council
Law and Justice Committee

STAFF REPORT

Agenda Item:	5	**Name:**	Clifton Curry
Proposed No.:	2016-0352	**Date:**	July 12, 2016

SUBJECT

A MOTION accepting a report on the family intervention restorative services, phase 1, as required by Ordinance 18110, Section 5, Proviso P4, which amended the 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 18, as amended.

SUMMARY

In 2014, the Prosecuting Attorney's Office in its Juvenile Division, along with the Juvenile Court, identified a disturbing trend related to the number of juvenile domestic violence (DV) case referrals from police agencies. Unlike the traditional DV cases seen adult court, juvenile DV rarely involves intimate partner violence. The City of Seattle found that this problem is particularly concerning in the City of Seattle where 38 percent of all juvenile arrests for "crimes against persons" were for domestic violence related offenses. As a consequence, the PAO, working with the Juvenile Court, Judicial Administration, and Juvenile Detention developed a diversion project for youth arrested for DV. The first phase of the diversion project—known as the Family Intervention Restorative Services (FIRS) program—was funded as part of Ordinance 18110, which required that the Executive transmit a report on the implementation of the project. This Proposed Motion would accept the report. Staff from the Juvenile Court and the PAO are here today to discuss the project's implementation, the recent initiation of Phase 2, and the future plans for the program.

BACKGROUND

The Prosecuting Attorney's Office (PAO) is responsible for the prosecution of all felony and juvenile cases in King County and all misdemeanor cases generated in unincorporated areas of King County. The PAO also serves as legal counsel to the Metropolitan King County Council, the King County Executive, all executive agencies, the Superior and District Courts, the King County Sheriff's Office, the King County Assessor, the various independent boards and commissions, and some school districts. Each year, the PAO receives and reviews over 10,000 criminal investigations and referrals from the county's 39 different law enforcement agencies.

The King County Superior Court, supported by the Department of Judicial Administration, is responsible for the adjudication of all juvenile crimes (felony and misdemeanor) in the county (with certain exceptions related to traffic and other non-criminal citations). The court adjudicates the criminal cases and has Juvenile Probation Counselors that oversee services for adjudicated youth and families. Since 1998, the county has worked to provide significant resources for adjudicated youth to address the underlying issues that lead to criminal behavior. The county has a significant number of diversion and intervention programs in the community that have contributed to significant declines in juvenile crime and incarceration in the county. For example, the DJA provides services for youth adjudicated for DV offenses and their families through its "Step Up" program.

Juvenile Domestic Violence Trends. In 2014, the PAO in its Juvenile Division, along with the juvenile court, identified a disturbing trend related to the number of juvenile domestic violence (DV) case referrals from police agencies. Unlike the traditional DV cases seen adult court, juvenile DV rarely involves intimate partner violence. The Prosecutor observed that the vast majority of the cases (at least 90 percent) involved youth acting out in ways against their parents or siblings that meet the legal definition of a crime of violence against a "family or household member." The PAO noted that family violence easily makes up the largest category of violent offenses seen in King County Juvenile Court, but that most situations involved misdemeanor offenses, such as Assault 4, Harassment, or Malicious Mischief 3.

The City of Seattle, in an audit review of the Seattle Youth Violence Prevention Initiative, found that this problem is particularly concerning in the City of Seattle where 38 percent of all juvenile arrests for "crimes against persons" were for domestic violence related offenses. They also noted that is also the only category of juvenile offense in Seattle that has actually seen an *increase* in arrests between 2008 and 2012.

Furthermore, juvenile DV had accounted for 17 percent of all admissions to juvenile detention and 32 percent of all new bookings (329 total) in 2014. The PAO and the Court has also noted that juvenile DV matters also follow the disturbing trend of racial disproportionality in the juvenile justice system where 55 percent of admissions to secure detention for domestic violence were for youth of youth of color (31 percent African American).

Juvenile DV Services Before FIRS. The PAO determined as part of their review, that although DV cases make up a significant portion of the work within the juvenile justice system, the county does not provide a proportionate amount of services or resources for youth and parents caught in this cycle. According to planning documents, families call police when they are in crisis, seeking help for their children and for themselves. However, current state DV law directs police who respond to such calls to make a mandatory arrest of the aggressor if the perpetrator is over 16 (it is discretionary when the juvenile is 15 or younger, but the arrest can still occur). Families turn to the juvenile justice system for help, but almost none want their children to end up with a criminal record. In fact, the Prosecutor notes that most parents/guardians/siblings decline to assist or participate with formal court proceedings. As a result, in 2014 42 percent of all juvenile DV referrals resulted in declines (i.e. no charges filed). Of the cases that were

filed, most ended up in dismissals for this same reason. As a consequence, most of these juveniles, and their families, are unable to participate in the county's extensive array of intervention programs because they are no longer in the juvenile justice system. For example, the PAO noted that in 2013, only 18 of the over 500 juvenile domestic violence referrals received evidence-based programs or interventions (Aggression Replacement Training, Functional Family Therapy, Multi-Systemic Therapy, and Family Integrated Transition).

Therefore, while the immediate family crisis may have been resolved by the arrest and removal of the juvenile from the home, the vast majority of these families receive no services to improve family dynamics or the home situation and they have been given no tools or resources to make positive changes. Nevertheless, the record of an arrest for DV will remain a part of the juvenile's record throughout their life.

Addressing the Issue—Juvenile DV Diversion. The Superior Court, the Department of Adult and Juvenile Detention (DAJD), the Department of Judicial Administration (DJA), the PAO, and the Department of Public Defense (DPD) are working to implement a new approach to dealing with these cases.

The PAO identified that there are other jurisdictions that have recognized the unique dynamics present in juvenile DV and have employed alternatives to formal processing. One model was found in Pima County (in the State of Arizona) at their Domestic Violence Alternative Center (DVAC). At its DVAC, Pima County reports that it has seen their juvenile DV booking numbers reduced from over 1,000 youth annually, to just 82 in 2012.

Based on the results achieved in Pima County, the PAO began developing a plan for a county DVAC which would be an alternative to detention for youth who are arrested for misdemeanor domestic violence offenses. The initial proposal for the program would have had youth diverted from detention after arrest, avoiding booking and detention. These youth, instead of being admitted to secure detention, law enforcement would have presented youth to a 24 hour-a-day/7 day-a-week center located adjacent to the juvenile detention facility. In the center, a social worker would address the juvenile's immediate needs (rest, food, shelter), and then assess the juvenile. The center staff would then work to reunite juveniles with their families. In addition, respite care would also be available for a cooling-off period and to allow time to assess next steps. King County Superior Court Juvenile Probation Counselors (co-located at FIRS center) would provide youth with an opportunity to sign a domestic violence evaluation contract. The goal was to be able to release the juvenile to their families with a plan on how to connect to necessary services to change home dynamics and prevent future DV calls. The plan would be monitored by Juvenile Probation, and if the youth successfully engages in services, the PAO will not the file charges in Juvenile Court.

FIRS Pilot Project Phase 1 of the Family Intervention Restorative Services (FIRS) process was funded in the first 2015 omnibus (Ordinance 18110) to provide an alternative to current practices for youth referred to the PAO on domestic violence offenses. The budget provided one year of MIDD-supported funding for two specialized Step-Up social

workers and two specialized Juvenile Probation Counselors (JPCs) beginning January 2016. The respite center (FIRS Phase 2) was not funded by the county due to budget and implementation concerns related to staffing a 24 hour-a-day/7 day-a-week center.

With the pilot, youth who have been booked into detention, the FIRS program JPCs and Step-Up social workers begin working with the youth and family prior to the First Appearance Hearing and identify specifically tailored services and appropriate responses to match each youth's individual needs. All FIRS-referred youth who are in detention, regardless of whether the youth ultimately signs an agreement, receive immediate crisis intervention and safety planning services for themselves and their families. JPCs complete an intake interview and work with the Step-Up social worker and the family to develop a FIRS agreement. The FIRS agreement specifies which programing or therapy the youth agrees to complete. Youth are released from detention as quickly as possible and upcoming hearings stricken if possible.

For out-of-custody referrals (commonly youth under 16, who are not eligible for admission to detention on most misdemeanor offenses), JPCs and Step-Up social workers contact youth and families as soon as they receive a referral from the PAO and a similar process is followed with the goal of developing a signed FIRS agreement.

After a FIRS Agreement is signed, a regularly assigned JPC in one of Juvenile Court's field offices provides guidance and supervision until the agreement has been completed, generally six months or less. The PAO will not file on the FIRS offense even if the agreement is not adhered to.

The Phase 1 pilot program is intended to reduce the time between incident and referral to services for youth on domestic violence charges and the number of juvenile domestic violence filings.

City of Seattle Funding In January 2016, King County received funding from the City of Seattle to expand the pilot program to include Phase 2. The Budget and Fiscal Management Committee is currently considering legislation (2016-) that provides appropriation authority for these funds. Under Phase 2, a respite center will operate at the Youth Services Center staffed by a Pioneer Human Services, a community organization with substantial experience providing services for high-risk, high-needs youth. The Seattle-funded respite center (FIRS Phase 2) opened July 1, 2016 with seven beds for youth referred to the PAO on domestic violence offenses. The University of Washington will evaluate the recidivism outcomes of FIRS and expects to report on program outcomes in March, 2017.

ANALYSIS

When the Council approved Ordinance 18110 in September 2015, which provided funding for the first phase of the FIRS program, it added a proviso requiring a report on the first six months of program implementation. This proviso required:

Of this appropriation, $100,000 shall not be expended or encumbered until the executive transmits a report on the implementation of a pilot diversion program for youth detained for domestic violence offenses and a motion that accepts the report and the motion is passed by the council. The motion shall reference the subject matter, the ordinance number, the ordinance section number and the proviso number in both the title and body of the motion.

This proviso requires that the office of performance, strategy and budget provide a report providing data evaluating the effectiveness of the pilot diversion program for youth detained for domestic violence offenses. The report shall include data on the number of juvenile offenders booked into secure detention by offense, referrals for prosecution by offense and charges by offense filed in 2014, 2015 and 2016. The report shall also include data on the offenders referred to the pilot diversion program for youth detained for domestic violence offenses to include: the number of youth that were offered diversion and the amount of time that the youth remained in detention; the number of youth offered, but who refused, diversion, and the amount of time spent in detention; the number of youth who participated in the diversion program; the number of youth completing or failing diversion; the options for using existing alternatives to secure detention placements for program participants; and recommendations for any other offense types that could be eligible for a similar diversion program. The report should also contain recommendations on potential options to extend this program as a pre-booking diversion alternative. The office of performance, strategy and budget shall consult with the prosecuting attorney's office, superior court, the department of judicial administration, the department of public defense and the department of adult and juvenile detention, other county agencies, and community organizations in developing the report. The executive must transmit the report and motion required by this proviso by June 30, 2016.

The executive transmitted the required report as required.

The report addresses the requirements of the proviso and shows that the Phase 1 FIRS program appears to be achieving program goals. According to the report, early results from the first four months of the new process suggest FIRS phase 1 is successful in:

- providing intervention and safety planning for families immediately or soon after a domestic violence incident;
- reducing criminal filings and youth involvement in the court system; and,
- providing a more meaningful diversion process for youth.

In the implementation report, data shows that there were 167 DV referrals during the study period and that 148 youth were referred to FIRS, 88.6 percent of the total. According to the report, 48 percent of the youth were in detention and the remainder were

out-of-custody. The report indicates that FIRS-referred youth had significantly lower stays in detention, even if they did not sign an agreement.

The report shows that 64 percent of the youth and their families signed FIRS agreement (59 youth). The report notes that for those who choose not to participate or for those who were deemed not eligible (nine instances) families still received immediate family safety planning services. All of the youth with signed agreements were referred for services, including 23 who were assessed as being able to benefit from the Step-Up program. According to the report, 57 youth and their families remained enrolled in services and only two youth have been removed from the program because they failed to comply with their agreements. The report notes that there has not been sufficient time for any of the enrolled youth to complete the program.

In reviewing demographic data, of the 148 cases referred to FIRS, White youth made up the majority of referrals at 70 (47.3 percent) with Black youth second at 54 (36.5 percent). Of the youth and families that signed contracts; there were 27 White youth (45.8 percent) and 24 Black youth (40.6 percent). The two youth that have been removed from the program are White.

The Proposed Motion would accept the report required by proviso.

INVITED:

- Hon. Regina Cahan, Judge Juvenile Court, King County Superior Court
- Lea Ennis, Director of Juvenile Court Services, King County Superior Court
- Jimmy Hung, Juvenile Division, King County Prosecuting Attorney's Office
- Stephanie Trollen, Juvenile Division, King County Prosecuting Attorney's Office

ATTACHMENTS:

1. Proposed Motion 2016-0352, with attachment
2. Transmittal Letter

KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

July 11, 2016

Motion

Proposed No. 2016-0352.1 **Sponsors** Gossett

A MOTION accepting a report on the family intervention restorative services, phase 1, as required by Ordinance 18110, Section 5, Proviso P4, which amended the 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 18, as amended.

WHEREAS, in September 2015, Ordinance 18110, Section 5, Proviso P4, which was an amendment to Ordinance 17941, Section 18, as amended, directed that $100,000 appropriated for the office of performance, strategy and budget shall not be expended or encumbered until the executive transmits a report on the implementation of a pilot diversion program for youth detained for domestic violence offenses and a motion that accepts the report and the motion is passed by the council, and

WHEREAS, Ordinance 18110 required the following information to be included in the report:

1. Data on the number of juvenile offenders booked into secure detention by offense, referrals for prosecution by offense and charges by offense filed in 2014, 2015 and 2016;

2. Data on the offenders referred to the pilot diversion program for youth detained for domestic violence offenses to include: the number of youth that were offered diversion and the amount of time that the youth remained in detention; the number of

youth offered, but who refused, diversion, and the amount of time spent in detention; the number of youth who participated in the diversion program; the number of youth completing or failing diversion; the options for using existing alternatives to secure detention placements for program participants; and recommendations for any other offense types that could be eligible for a similar diversion program; and

3. Recommendations on potential options to extend this program as a pre-booking diversion alternative, and

WHEREAS, Ordinance 18110 required that the office of performance, strategy and budget consult with the prosecuting attorney's office, superior court, the department of judicial administration, the department of public defense and the department of adult and juvenile detention, other county agencies, and community organizations in developing the report, and

WHEREAS, the executive transmitted the report and motion required by this proviso by June 30, 2016;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The Family Intervention Restorative Services, Phase 1 Proviso Response, Attachment A to this motion, is hereby accepted.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: A. Family Intervention Restorative Services, Phase 1 Implementation - June 30, 2016

[Blank Page]

Attachment A

2016-352

Family Intervention Restorative Services, Phase 1 Implementation

June 30, 2016

Office of Performance, Strategy and Budget

EXECUTIVE SUMMARY

The following report is responsive to a proviso directing the Office of Performance, Strategy and Budget to provide data assessing Phase 1 of the Family Intervention Restorative Services (FIRS) pilot. It was compiled by the Office of Performance, Strategy, and Budget (PSB) in collaboration with the Prosecuting Attorney's Office, Superior Court, the Department of Judicial Administration, the Department Of Public Defense, the Department Of Adult And Juvenile Detention, the Seattle Police Department, Pioneer Human Services, and youth and parent participants in FIRS. Information is based on:

- data from the first four months of phase 1 of the Family Intervention Restorative Services (FIRS) pilot,
- juvenile justice statistics for 2014, 2015, and January through April 2016,
- interviews with representatives from King County agencies directly involved with the design and implementation of FIRS phase 1 and FIRS phase 2,
- interviews with Pioneer Human Services and the Seattle Police Department, and
- interviews with FIRS participants and parents.

Early results from FIRS phase 1 suggest the program has improved intervention for families in crisis.

The Family Intervention Restorative Services (FIRS) phase 1 process began operation January 1, 2016. The new process provides rapid intervention for youth and their families who have been referred to the King County Prosecuting Attorney's Office (PAO) for non-intimate-partner domestic violence offenses. Early results from the first four months of the new process suggest FIRS phase 1 is successful in:

- providing intervention and safety planning for families immediately or soon after a domestic violence incident,
- reducing criminal filings and youth involvement in the court system,
- and providing a more meaningful diversion process for youth.

Overall juvenile criminal justice statistics show declines in referrals, filings and admissions to detention.

Data on all juvenile offense types through April 2016 suggest substantial declines in referrals, filings, and admissions to detention. Most reductions are due to factors other than FIRS, including other policy changes. However, domestic violence filings are down more than filings for other offense types, in part due to process changes under FIRS phase 1. The chart on page 2 summarizes data on domestic violence offenses and the first few months of the FIRS phase 1 process.

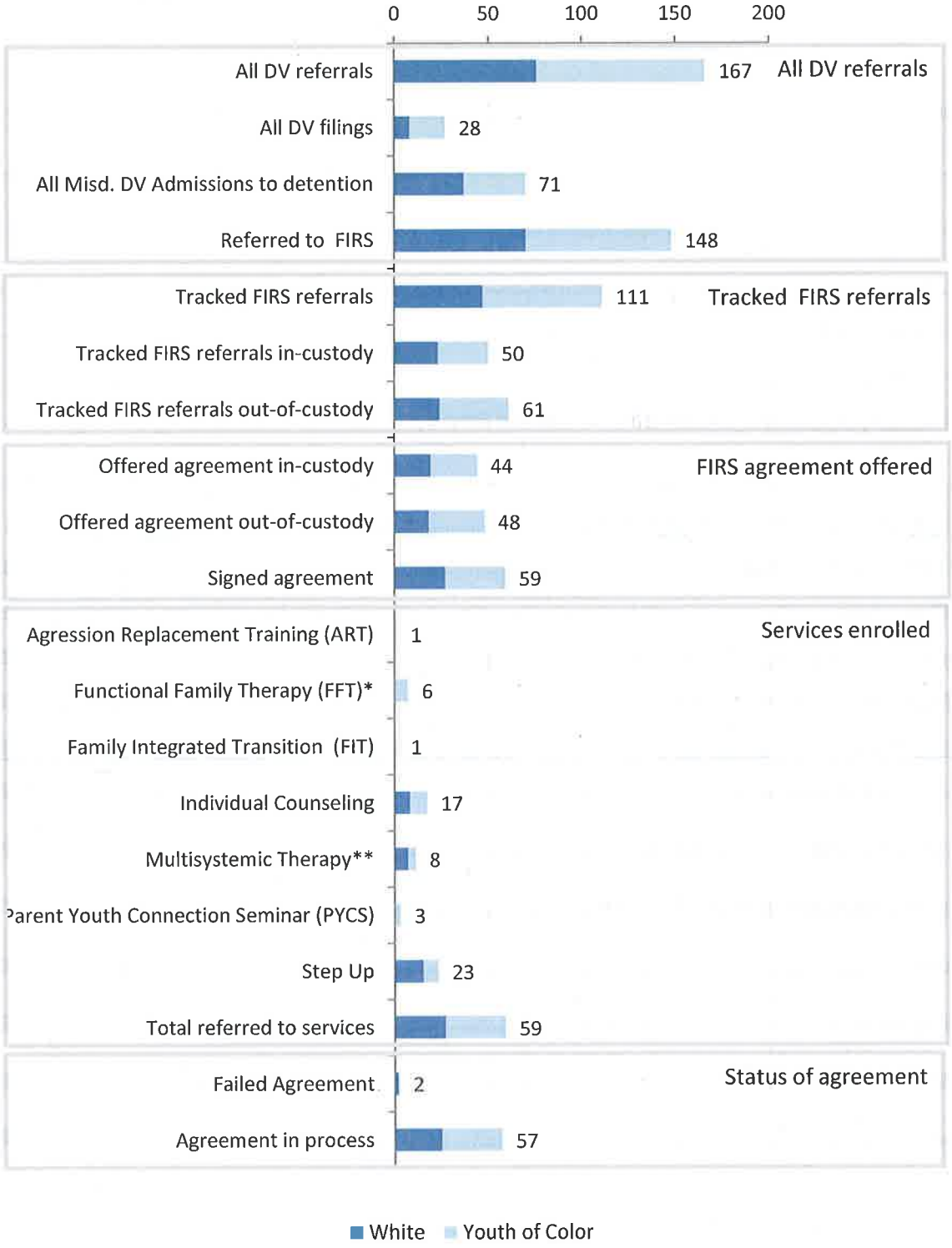
FIRS phase 2 will offer families crisis respite and reduce admissions to detention.

FIRS phase 2 is expected to begin operation on July 1, 2016 and will offer a seven-bed non-detention respite center for youth who are currently booked into detention on domestic violence offenses and for youth in crisis who currently receive no substantial intervention when law enforcement are called for a domestic violence incident. The center will be operated by Pioneer Human Services, a non-profit with substantial experience with high-risk youth. FIRS phase 2 is expected to reduce the number of admissions to detention on domestic violence offenses and provides an option for families to receive intervention without court involvement. Clear criteria for admission and comprehensive law enforcement training on the availability of the FIRS respite center will ensure FIRS phase 2 offers improved services for participants.

Early indicators suggest FIRS is successful and has the potential to be expanded to additional offense types.

Early observations of the FIRS phase 1 pilot suggest the approach has potential for adaptation for offense types other than domestic violence. Decisions regarding the expansion of the program to other offense types should be made when enough data is available to evaluate the success of the pilot.

Figure ES1: Summary of domestic violence statistics January to April, 2016



Sources: Juvenile Information Management System (JIMS); FIRS tracking database
**Includes one enrollment as a secondary program*
***Includes three enrollments as secondary referrals*
****Tracked referrals were the referrals that were able to be tracked completely. Due to implementation of new data collection processes and the need for subsequent staff training, 37 FIRS referrals had incomplete data and are not included in the full analysis.*

Contents

PROVISO TEXT:

Ordinance
Section

Of this appropriation, $100,000 shall not be expended or encumbered until the executive transmits a report on the implementation of a pilot diversion program for youth detained for domestic violence offenses and a motion that accepts the report and the motion is passed by the council. The motion shall reference the subject matter, the ordinance number, the ordinance section number and the proviso number in both the title and body of the motion.

This proviso requires that the office of performance, strategy and budget provide a report providing data evaluating the effectiveness of the pilot diversion program for youth detained for domestic violence offenses. The report shall include data on the number of juvenile offenders booked into secure detention by offense, referrals for prosecution by offense and charges by offense filed in 2014, 2015 and 2016. The report shall also include data on the offenders referred to the pilot diversion program for youth detained for domestic violence offenses to include: the number of youth that were offered diversion and the amount of time that the youth remained in detention; the number of youth offered, but who refused, diversion, and the amount of time spent in detention; the number of youth who participated in the diversion program; the number of youth completing or failing diversion; the options for using existing alternatives to secure detention placements for program participants; and recommendations for any other offense types that could be eligible for a similar diversion program. The report should also contain recommendations on potential options to extend this program as a pre-booking diversion alternative. The office of performance, strategy and budget shall consult with the prosecuting attorney's office, superior court, the department of judicial administration, the department of public defense and the department of adult and juvenile detention, other county agencies, and community organizations in developing the report.

The executive must transmit the report and motion required by this proviso by June 30, 2016, filed in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff, the council policy staff director and the lead staffs for the law, justice and emergency management committee and the budget and fiscal management committee or their successors.

BACKGROUND

Under Washington State law,[1] 16 and 17 year olds are arrested and brought to detention if police are called to a domestic dispute.[2] Juvenile domestic violence accounted for approximately 20 percent of all admissions to juvenile detention in recent years. These cases are primarily misdemeanor offenses such as Assault 4 -DV, Harassment - DV, or Malicious Mischief 3D-DV.[3] For youth under age 16 arrested on a domestic violence charge, King County contracts with Youth Care, a community-based nonprofit, to provide four respite beds as an alternative to detention and to provide a cooling off period for parents and youth. Anecdotal data suggested that law enforcement has not utilized the detention alternative. Seattle Police Department confirmed that officers do not take youth to Youth Care and that is has not been widely publicized in the department.[4]

Over 500 King County youth have been referred to the Prosecuting Attorney's Office (PAO) annually in recent years for domestic violence offenses. Most of these cases involve parents or siblings, not intimate partners. Nationally, up to 90 percent of all juveniles arrested for domestic violence assaulted a family member (rather than a romantic partner), with 51 percent of all domestic violence cases directed towards a parent.[5]

The PAO's experience with youth domestic violence cases suggests that, "parents who are experiencing violence from their child want to be taken seriously, they want to feel supported, they want to feel safe, and they want their child to be motivated to change his/her behavior, but they almost never want formal criminal charges".[6] When charges are filed, families rarely assist in the formal court process and approximately 40 percent of juvenile domestic violence referrals are declined for filing. In cases that are prosecuted, most result in dismissals, stipulated orders of continuances, or other diversions, and services such as counseling are often not provided until long after the incident or are not provided at all. In 2013, only 18 of the over 500 juvenile domestic violence referrals received evidence-based programs or interventions (Aggression Replacement Training, Functional Family Therapy, Multi-Systemic Therapy, and Family Integrated Transition).[7]

Phase 1 of the Family Intervention Restorative Services (FIRS) process was funded in the first 2015 omnibus to provide an alternative to current practices for youth referred to the PAO on domestic violence offenses. The budget provided one year of MIDD-supported funding for two specialized Step-Up social workers and two specialized Juvenile Probation Counselors (JPCs) beginning January 2016.

The pilot program is the first phase of a PAO proposal to provide a respite center as an alternative to secure detention for these youth. The respite center (FIRS phase 2) was not funded by the King County Council due to budget and implementation concerns related to staffing a 24/7 center. In January 2016, King County received

---

[2] Under previous legislation police called to a domestic dispute were required to make an arrest for adults and youth over 16. In 2016, the state legislature revised the law to require an arrest for adults and require an arrest for 16 and 17 year olds at the request of a parent or guardian, effective June 9, 2016. In the absence of a parental request for arrest, officers now have discretion to make an arrest for those under 18, but stakeholders do not expect arrest patterns to change substantially. See RCW 10.31.100 http://apps.leg.wa.gov/rcw/default.aspx?cite=10.31.100.

[3] King County Prosecuting Attorney's Office. (2015). Juvenile Domestic Violence Alternative Center Briefing Document. (received by PSB 2-20-15)

[4] Interview with Sergeant Adrian Diaz, 5.24.2016

[5] Snyder & McCurley. (2008). Domestic Assaults by Juvenile Offenders. Juvenile Justice Bulletin. https://www.ncjrs.gov/pdffiles1/ojjdp/219180.pdf

[6] [6] King County Prosecuting Attorney's Office. (2015). Juvenile Domestic Violence Alternative Center Briefing Document. (received by PSB 2-20-15)

[7] King County Prosecuting Attorney's Office. (2015). Juvenile Domestic Violence Alternative Center Briefing Document. (received by PSB 2-20-15)

funding from the City of Seattle to expand the pilot program to include phase 2. Under phase 2, a respite center will operate at the Youth Services Center staffed by a Pioneer Human Services, a community organization with substantial experience providing services for high-risk, high-needs youth. The Seattle-funded respite center (FIRS phase 2) is scheduled to open July 1, 2016 with seven beds for youth referred to the PAO on domestic violence offense. The University of Washington will evaluate the recidivism outcomes of FIRS and expects to report on program outcomes in March, 2017.

FIRS PHASE 1

Program description

FIRS phase 1 was designed to improve the criminal justice process for families in crisis.

The current pilot (FIRS phase 1) began January 1, 2016 and provides an alternative to court involvement for youth referred to the King County Prosecuting Attorney's Office (PAO) for domestic violence offences. Under the FIRS phase 1 pilot program, the PAO refers eligible youth (see sidebar for eligibility criteria) to a team of specialized Juvenile Probation Counselors (JPCs) and Step-Up social workers.

Sidebar 1: Criteria for FIRS

FIRS-Eligible Offenses include:

- Assault 4-DV
- Malicious Mischief 3 – DV
- Harassment – DV
- Other Misdemeanors with DV designation
- Felony cases such as Assault 2- DV will be reviewed by FIRS staff and the PAO for eligibility.

Offenses involving intimate partners are not eligible for FIRS.

For youth who have been booked into detention, the FIRS JPCs and Step-Up social workers begin working the case prior to the First Appearance Hearing and identify specifically tailored services and appropriate responses to match each youth's individual needs. All FIRS-referred youth who are in detention, regardless of whether the youth ultimately signs an agreement, receive immediate crisis intervention and safety planning services for themselves and their families. JPCs complete an intake interview and work with the Step-Up social worker and the family to develop a FIRS agreement. The FIRS agreement specifies which programing or therapy youth agree to complete (see sidebar on page 8 and Appendix B). Youth are released from detention as quickly as possible and upcoming hearings stricken if possible.

For out-of-custody referrals (commonly youth under 16, who are not eligible for admission to detention on most misdemeanor offenses), JPCs and Step-Up social workers contact youth and families as soon as they receive a referral from the PAO and a similar process is followed leading to a signed FIRS agreement.

After a FIRS Agreement is signed, a regularly assigned JPC in one of Juvenile Court's field offices provides guidance and supervision until the agreement has been completed, generally six months or less.[8] The PAO will not file on the FIRS offense even if the agreement is not adhered to. While it is too soon to determine completion rates, early results suggest most youth who sign an agreement are motivated to complete it.

Benefits of FIRS phase 1 include faster access to services, fewer filings, and improved engagement.

The phase 1 pilot program was intended to reduce: 1) the time between incident and referral to services for youth on domestic violence charges and 2) the number of juvenile domestic violence filings. Stakeholders have also noted additional benefits, such as reduced time in detention, families feeling supported, a safer environment in the home, and improved family satisfaction with the criminal justice system. Longer term intended outcomes include reduced recidivism.

[8] Correspondence with Christine Kahikina, 5.23.16.

Time to services: FIRS phase 1 delivers safety planning and other services to youth much more quickly than under past practices.

Standard JPC intake work for youth beginning probation supervision operates in a timeline of weeks. In contrast, FIRS JPCs work in tandem with Step-Up social workers to interview parents, youth, discuss the FIRS opportunity with all players, conduct a pre-screen risk/need assessment, identify appropriate services, make referrals to these services, prepare for court when applicable, present in court, and submit release orders when applicable, typically all within the first day the youth is in detention.

Step Up social workers also provide a range of services for youth starting immediately from the time of referral. All youth referred to FIRS who are in custody receive immediate safety planning services, even those who do not eventually sign a FIRS agreement. Under prior processes, a safety plan was only completed if a youth enrolled in the Step-Up program, typically weeks or months after an incident or if a safety plan was ordered by the court prior to release from detention. Step Up conducted 70 safety plans in 2014, and confirmed this was a typical volume prior to FIRS. If trends continue, Step Up will provide considerably more safety planning services in 2016.

Sidebar 2: First-hand accounts of the benefits of FIRS and Step-Up:

"The most valuable part of the FIRS process is the immediate attention to the issue and the respect for parents' safety concerns. Both parents and youth benefit from having a team (a JPC and Step-Up Social Worker) sit down with them to address the violence and safety issues, and teach them a violence prevention skill to take home and use to prevent further family violence. This is a new concept for a juvenile court (or any court) – to actually teach an offender, before he or she leaves the courthouse, a concrete behavioral skill that will reduce their risk of re-offending after they leave."

- FIRS Step-Up social worker

"Before [the incident that led to the FIRS agreement and Step Up participation], we used to argue a lot...Now it just works. This whole program helped my mom and me realize we both need freedom. There are moments when we argue, but we can take time apart. [The weekly group sessions] help me vent about my week and get help knowing what to do. They explain self-calming tips. I argue with my mom a lot and it really helps to get help talking with the person you're mad at."

- Youth participant

"My daughter crossed a line and we called the police. It was a hard thing to do, but we felt a line had been crossed.... She needed a wakeup call that I don't know she would have gotten in the court system. [Step-Up] has slowly allowed us to build some trust. We've absolutely seen an improvement and more respect. It feels agonizingly slow, but I've come to appreciate that may be necessary. I'm learning as much as anyone."

- Parent participant

The average time between incident and signed FIRS agreement was 18.9 days, compared to an average of 48.6 days between incident and referral to diversion for domestic violence offenses in 2015. Note that most in-custody youth sign agreements within hours or days, while they are still in custody, while out-of-custody youth often take time to contact, driving the average time up. Once the FIRS agreement is signed, the youth is assigned to a Supervision JPC and begins ongoing programming such as individual therapy or Step-Up group sessions.

Time in detention: For FIRS-referred youth in detention, JPCs and a Juvenile Court Judge report that stricken hearings and earlier release are common.[9] In the first four months of 2016, FIRS-referred youth stayed in detention an average of 1.96 days compared to 5.13 days for all domestic violence misdemeanors and 5.12 for all domestic violence offenses in the same time period. However, average length of stay in 2015 on domestic violence offenses overall was slightly shorter than in the first four months of 2016.

Domestic Violence Filings: Domestic violence filings have decreased substantially between 2015 and the initial months of FIRS phase 1. Filings for domestic violence offenses will be 48.5 percent lower in 2016 than in 2015 if patterns from the first four months of 2016 continue.[10] Filings also decreased between 2014 and 2015 and filings for all other offense types also declined, so the decline in domestic violence filings cannot be attributed solely to FIRS. Other factors, including

aul Daniels, 5.10.16.

nal justice involvement, the seasonal impact is minimal and is not

implementation of recommendations from the Juvenile Detention Alternatives Initiative (JDAI) System Assessment that was conducted in the summer of 2015, may have contributed to fewer filings in 2016.

Additional anecdotal benefits: In addition to the quantifiable changes associated with FIRS, stakeholders involved in FIRS phase 1 observed other benefits. Stakeholders report that youth are more engaged and open to the diversion process, families are more satisfied with the support they receive from the criminal justice system, and risk of future violence appears to be reduced due to safety planning, even for youth that do not enter into a FIRS agreement.[11]

Many of the FIRS-referred families have a range of needs beyond the incident that led to referral to FIRS. In these cases, Step-Up social workers provide families an array of support, advocacy, and referral to appropriate services even before a FIRS agreement is signed. For example, Step-Up assisted the mother of a FIRS-referred youth with filing a protection order against her husband and meeting with Child Protective Services, and also referred the father to services appropriate to his needs. The mother reported a high level of trust in the system and feeling supported by the Step-Up social worker. In this case, the mother did not speak English and the Step Up social worker provided services in Spanish.[12] See sidebar 2 for additional first-hand accounts of the benefits of FIRS and Step-Up.

Longer term outcomes: Providing services more quickly after an incident and sooner after violent behavior begins is expected to improve outcomes such as recidivism. Evidence shows that reducing involvement in the court system and preventing admissions to detention (as is expected to occur in phase 2) lowers future crime rates and results in more positive outcomes for youth. It is too early to measure whether FIRS will be successful in such impacts. The University of Washington evaluation may provide information on these outcomes.

The FIRS evaluation contracted by the city of Seattle to Dr. Sarah Walker/University of Washington will examine the re-referral rates of juveniles charged with misdemeanor assault offenses in King County compared to other jurisdictions in the state. The study timeframe will encompass both Phase 1 and Phase 2 of FIRS, up to 9/30/2016 to allow a six month timeframe for post-arrest outcome data. The evaluation will additionally examine auxiliary information collected from the court and from FIRS families/youth (if available) on satisfaction and family outcomes to supplement the comparison study. See Appendix C for more information on the evidence of positive benefits for reducing criminal justice involvement and examples from other jurisdictions.

DATA

Juvenile Justice Statistics 2014 through April 2016

The following section provides information on all juvenile offenses from 2014 through April 2016.[13] To compare statistics across years, the analysis includes straight-line projections of 2016 data, which assumes the rate of referrals, filings, and admissions continue in the same patterns as the first four months of the year.[14] King County categorizes offenses into seven different categories:

1. Domestic violence – Crime against person or destruction of property where the victim is a family member or intimate partner
2. Drug/Alcohol – Buying, possessing or selling alcohol, marijuana , or other controlled substances

[11] Interviews with Stephanie Trollen, Jimmy Hung, and Lilly Anderson, 5.3.16, Katherine Hurley, 5.9.16.
[12] Interviews with Claudia Pineda and the mother of a FIRS-referred youth, 5.24.16.
[13] All data in this section was pulled from the Juvenile Information Management System (JIMS) system between January and May 2016.
[14] While there is some seasonality in juvenile criminal justice involvement, the seasonal impact is minimal and is not included in projections.

3. Person-Non-DV – Crimes against a person, such as Robbery, Assault, Stalking
4. Property-Non-DV – Crime involving property such as Burglary, Theft, Criminal Trespass
5. Sex – Any crime categorized as a sex offense or which carries a sexual motivation allegation, such as Rape, Sexual Exploitation of a Minor, and Malicious Harassment with Sexual Motivation
6. Other - Offenses that aren't categorized in the above types, such as Train/Bus fare evasion, Fireworks, Escape from detention, and False ID
7. Unknown - Other B, C, D, or E grade offenses. These are usually changed at a later date to an identified offense, and the Unknown category is then updated.

Overall, referrals, filings, and admissions to detention declined between 2014 and 2015, prior to the introduction of FIRS in January 2016. Projected 2016 referrals, filings, and admissions are substantially lower than 2015. In addition to FIRS, the juvenile justice system has implemented various changes and improvements in 2016, including implementation of recommendations from the Juvenile Detention Alternatives Initiative (JDAI) System Assessment that was conducted in the summer of 2015. The FIRS phase 1 program is not designed to have any effect on referrals or bookings. The phase 2 respite center to be introduced in July 2016 is expected to reduce bookings for FIRS-eligible offenses. The PAO confirms that they are filing fewer DV cases as a result of FIRS, but it is not possible to quantify the part of the overall decrease in filings attributable to the program.

The sections below describe the trends in referrals, filings, and admissions for all offense types, with an emphasis on domestic violence offenses. Information on racial disparity is also included.

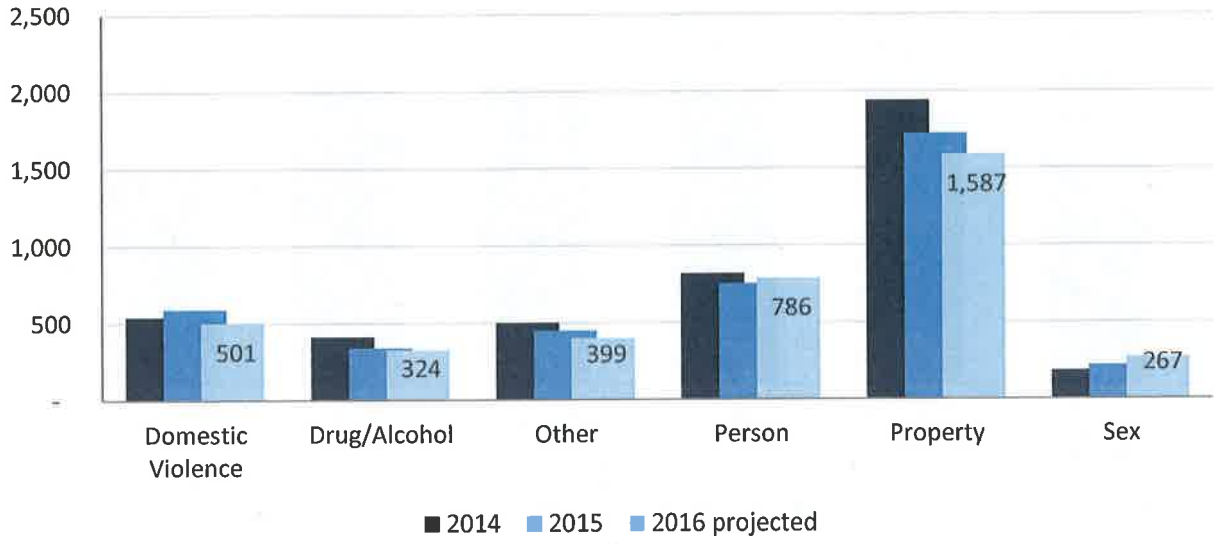
Referrals to PAO, by offense type

If law enforcement believes an offense to have been committed, the case is referred to the PAO to determine legal sufficiency and make a charging decision. FIRS phase 1 was not expected to result in changes to the number of referrals, as no changes were made to law enforcement procedures.

Trends: Overall, referrals declined 7.4 percent in 2015 and based on referral statistics for the first four months of the year, they will decline a further 5.0 percent in 2016. With the exception of sex offenses, referrals for all offense types are projected to be lower in 2016 than 2014 (see Figure 1). Downward trends are particularly strong in property crimes. Domestic violence offenses make up a similar proportion of all referrals across all

three years (12.3 to 14.5 percent).

Figure 1: Referrals, by offense type

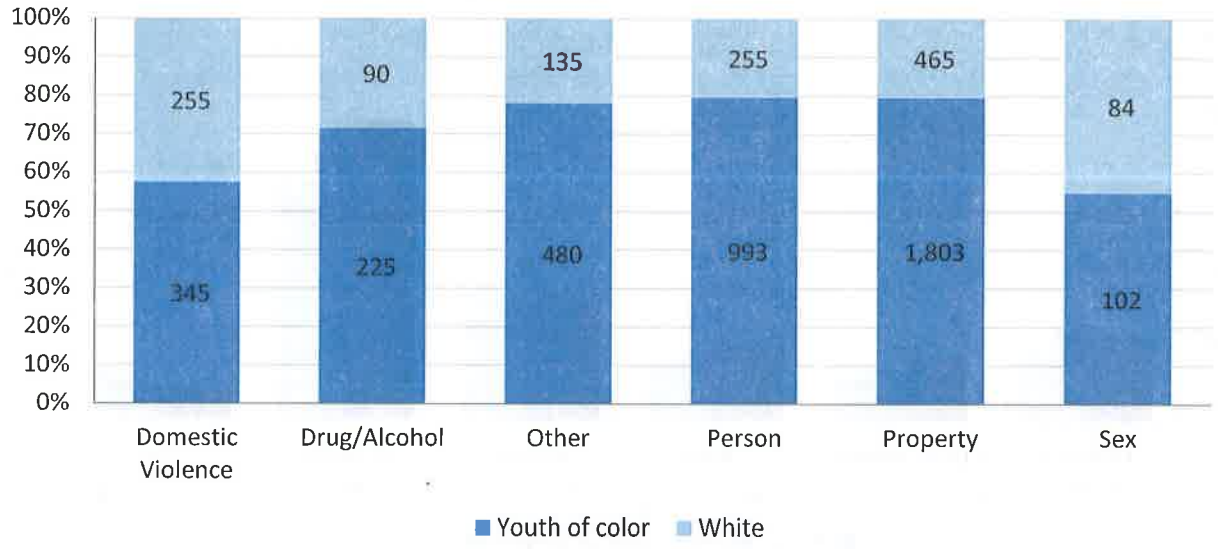


Source: Juvenile Information Management System (JIMS)
Excludes 6 unknown offense type referrals.
2016 projection based on data through 4/30/16.

Racial disproportionality: Youth of color are disproportionately represented among referrals for all offense types. As shown in Figure 2, domestic violence referrals are less racially disproportionate than most other offenses, but youth of color still made up between 53 and 57 percent of domestic violence referrals in 2014,

2015, and 2016, compared to about 45 percent[15] of King County's youth population.

Figure 2: Referrals, 2016 projected



Source: Juvenile Information Management System (JIMS)
2016 projection based on data through 4/30/16

Filings, by offense type

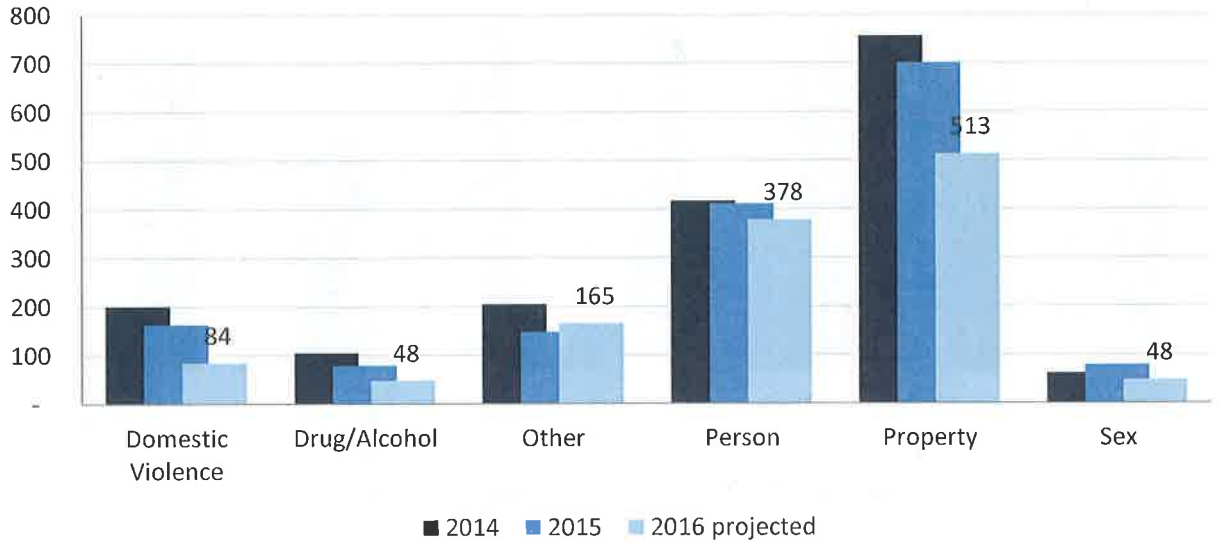
If the PAO decides to pursue prosecution of a crime based on law enforcement's referral, the prosecutor files formal charging documents to the court alleging that the youth committed a crime. This action is referred to as a filing. If youth complete a formal diversion program, charges are never filed. Under FIRS phase 1, charges are never filed on the FIRS offense, even if the agreement is not successfully completed. FIRS phase 1 was expected to lead to a reduction in the number of domestic violence filings.

Prior to implementation of FIRS phase 1, the PAO reported filing infrequently on domestic violence offenses due to lack of family cooperation. For example, out of the 590 referrals to the PAO in 2015, only 137 (23%) were filed on.

Trends: Domestic violence filings will decline by 48.5 percent from 2015 to 2016, if filings continue at the same rate as the first four months of the year. FIRS phase 1 has contributed to the decline, but it is not the only factor influencing filing trends. Filings for other offense types declined between 2014 and 2016 (see Figure 3). And filings for domestic violence offenses decreased in 2015, even before FIRS phase 1 was implemented.

[15] 43% in 2014 (2014 NCHS Estimates, June 2015)

Figure 3: Filings by offense type



Source: Juvenile Information Management System (JIMS)
Excludes 3 Unknown offense type filings.

As shown in Table 1, the number of domestic violence filings are falling more than other offense types. Domestic violence filings also make up a declining proportion of all filings (11.5 percent in 2014 and 6.8 percent in the first four months of 2016).

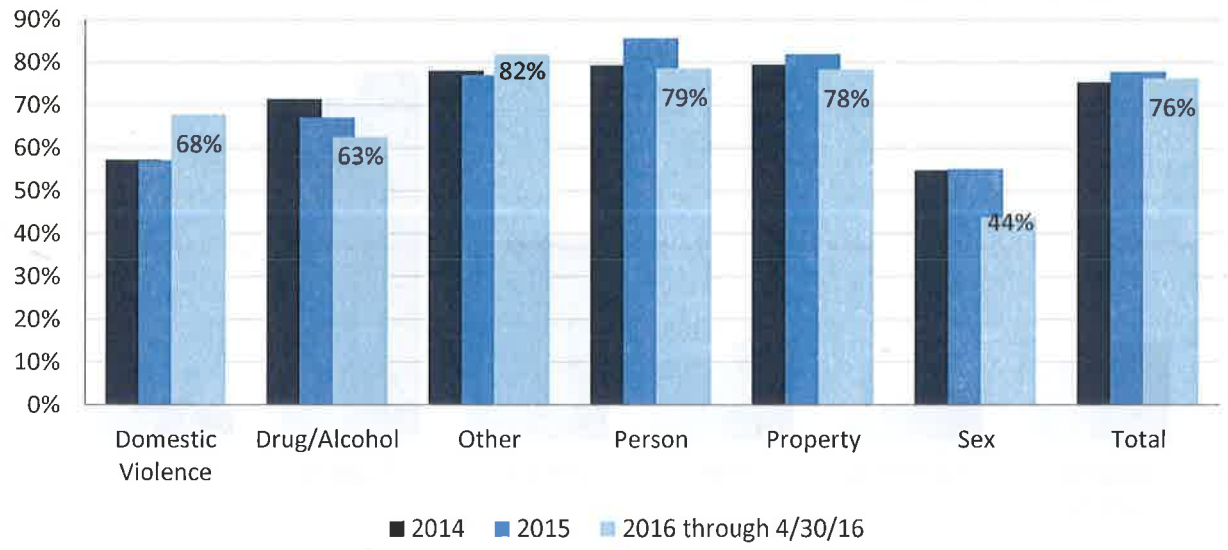
Table 1: Change in filings, by offense type

Offense Type	Change from 2014 to 2015	Change from 2015 to 2016 projected
Domestic Violence	-18.9%	-48.5%
Drug/Alcohol	-24.8%	-39.2%
Other	-27.8%	11.5%
Person	-1.4%	-8.0%
Property	-7.4%	-26.7%
Sex	25.8%	-38.5%

Racial disproportionality: Filings on domestic violence offenses were less racially disproportionate than most other offense types in 2014 and 2015. Less than 60 percent of domestic violence filings were on youth of color in these years, compared to more than 70 percent for Person and Property offenses.

Based on projections, there will be many fewer filings on youth of color in 2016 compared to 2015. However, compared to 2015, racial disproportionality on domestic violence filings is projected increase. In the first four months of 2016, 68 percent of filings were on youth of color (see Figure 4).

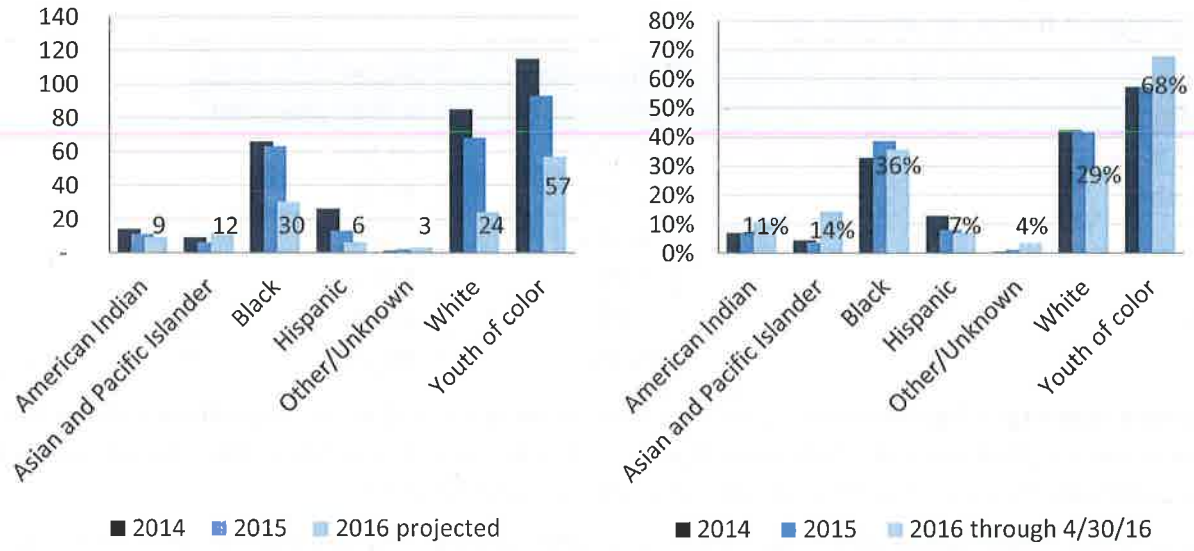
Figure 4: Filings on youth of color, as a proportion of all filings, by offense type



Source: Juvenile Information management System (JIMS)

Disproportionality is getting worse, even as youth of color avoid filings because filings on white youth declined more sharply than filings on youth of other racial groups (see Figure 5.)

Figure 5: Domestic violence filings, by race (left) and by race as a proportion of all filings (right)



Source: Juvenile Information management System (JIMS)

Secure detention bookings, by offense type

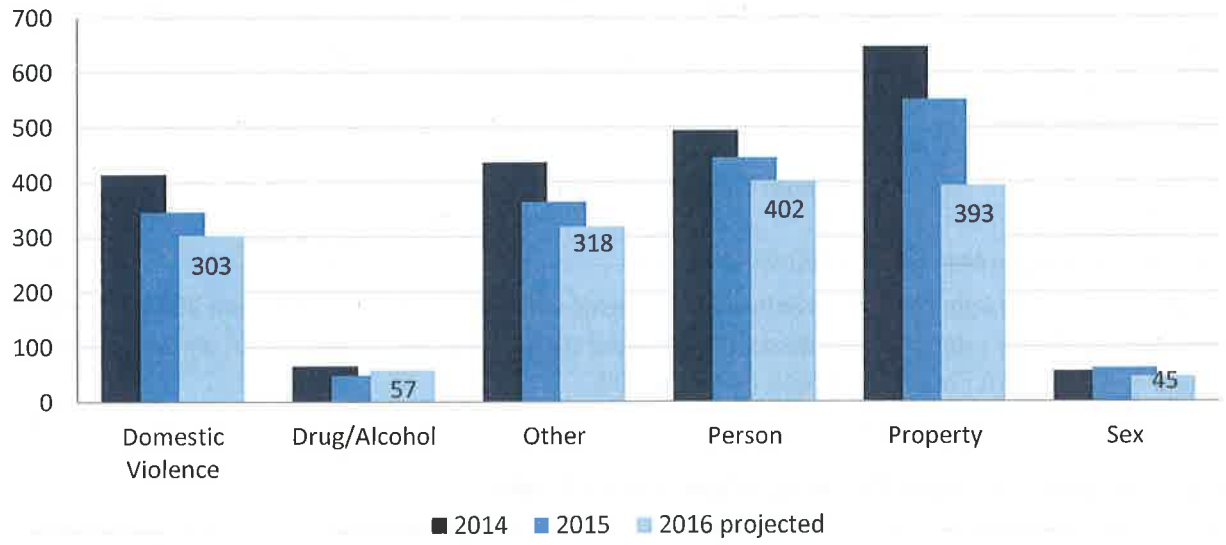
Youth who meet intake criteria are admitted into secure detention. As noted above, law enforcement officers are required to bring all domestic violence suspects who are 16 and older to detention in 2014 and 2015 (and at parent/guardian request beginning June, 9 2016), so youth may be admitted to detention, but never filed on by the PAO. Phase 1 of FIRS did not change law enforcement or admission to detention practices, so changes in the number of bookings are due to other factors. Youth may be booked into detention more than once on a single

offense, for example, on warrants. In these cases, the most serious underlying offense at booking type is reported.

Trends: In 2015, of 1,031 unique youth admitted to detention, 216 were booked into detention on new misdemeanor domestic violence offenses. Of all admissions, including those for warrants or other reasons, 19.1 percent were for domestic violence. In the first four months of 2016, admissions represented a slightly higher proportion of admissions than in 2015 (19.9 percent).

As shown in Figure 6, admissions to detention have declined for all offense categories in recent years, particularly property offenses.

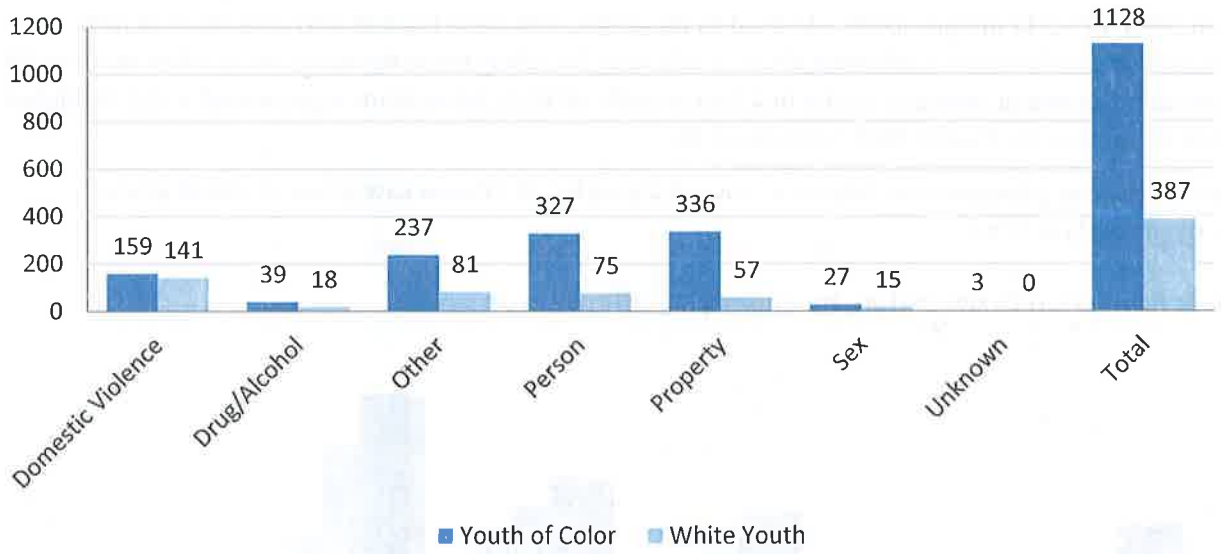
Figure 6: Admission to detention, by underlying offense type



Source: Juvenile Information Management System (JIMS)
Excludes 3 unknown offense types admissions
2016 projected from data through April 30

Racial disproportionality: Admissions to detention are substantially higher for youth of color than white youth. Domestic violence admissions to detention were less racially disproportionate than other offense types. As shown in Figure 7, domestic violence was the most common underlying offense on admissions to detention for white youth, while youth of color were more likely to be admitted on Person, Property, or Other offenses. Criteria for admission to detention are less discretionary for domestic violence incidents than other offense types.

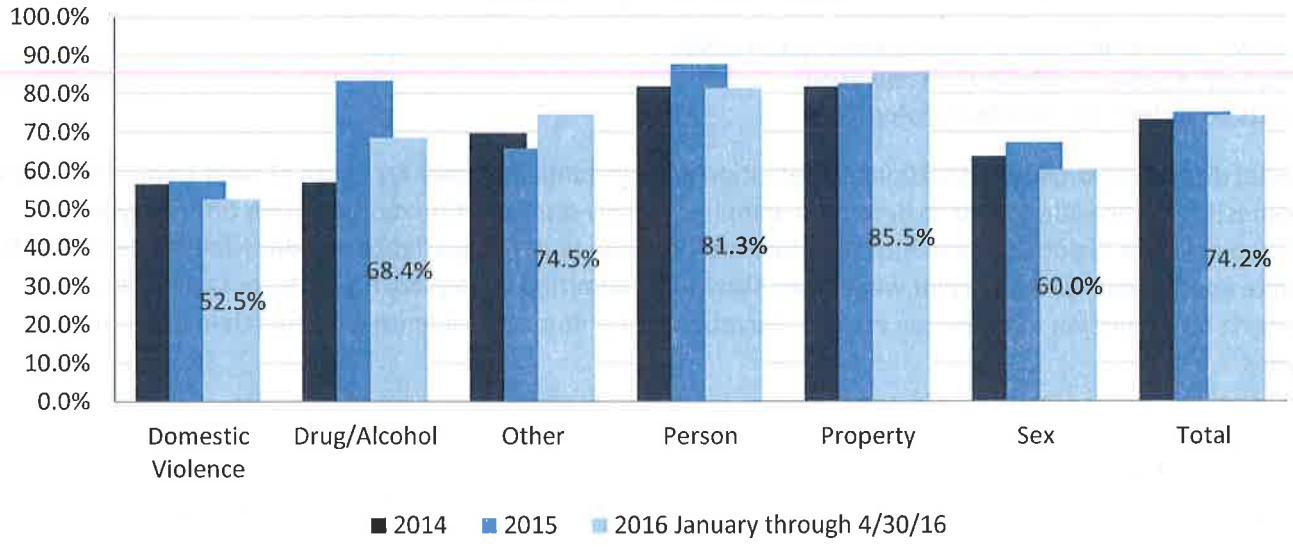
Figure 7: Admissions to detention all underlying offenses types, 2016 projected



Source: Juvenile Information Management System (JIMS)

About 55 percent of youth admitted to detention on domestic violence offenses in 2014 and 2015 were youth of color. Disproportionality of admissions to detention declined slightly in 2016; 52 percent of admissions were youth of color in the first four months of 2016 (see Figure 8).

Figure 8: Admissions to detention, proportion youth of color



Source: Juvenile Information Management System (JIMS)

Comparison of time from incident to services

Under previous practices, youth were sometimes connected with services such as evidence based practice (EBT) therapy or Step-Up through the court process, however stakeholders reported long wait times between an

incident and the beginning of service provision. A primary intended outcome of FIRS phase 1 is a reduction in time between an incident and an intervention.

Time from incident to services in 2015: In 2015, the average time between a domestic violence incident and referral to diversion was 48.6 days, up from 36.3 days in 2014. Invitation to participate in diversion for other offense types took even longer, an average of 66.1 days in 2014 and 69.5 days in 2015.

Time from incident to services in 2016: In the first four months of the FIRS program, the average time between incident and signing of a FIRS agreement was 18.9 days. FIRS agreements for youth who have been admitted to detention are typically signed before the youth leaves detention, which occurs before the 72-hour filing deadline. In some cases, JPCs, may request youth return to sign agreements to allow time to gather more information.[16] Youth who are out-of-custody take time to contact, driving up the average time to agreement.

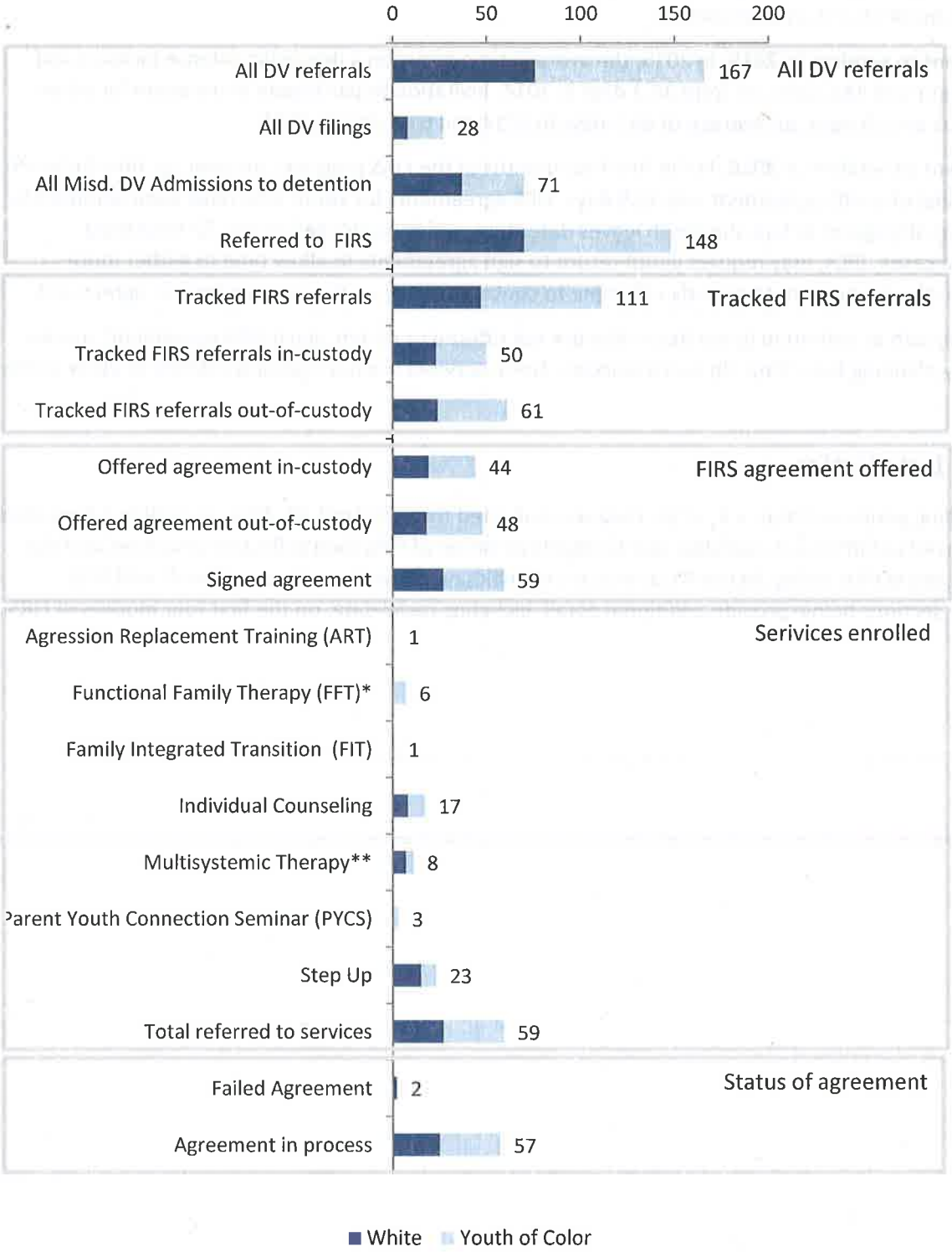
All FIRS-referred youth in detention (even those who are not offered or do not sign a FIRS agreement) receive immediate safety planning from Step-Up social workers. These services are not routinely offered to other youth in detention.[17]

FIRS phase 1 statistics

FIRS began enrolling youth on January 4, 2016. Data was collected through April 30, 2016. Complete information on all youth referred to FIRS is not available, due to implementation of new data collection processes and the need for subsequent staff training. Figure 9 summarizes statistics on domestic violence referrals and FIRS agreements. The sections below provide additional detail, including racial data, on the first four months of FIRS phase 1.

[16] Interview with Jeremy Crowe and Cecilia Camino, 5.24.16.
[17] Interview with Lily Anderson, 5.3.16.

Figure 9: Summary of FIRS Statistics (April 30, 2016)

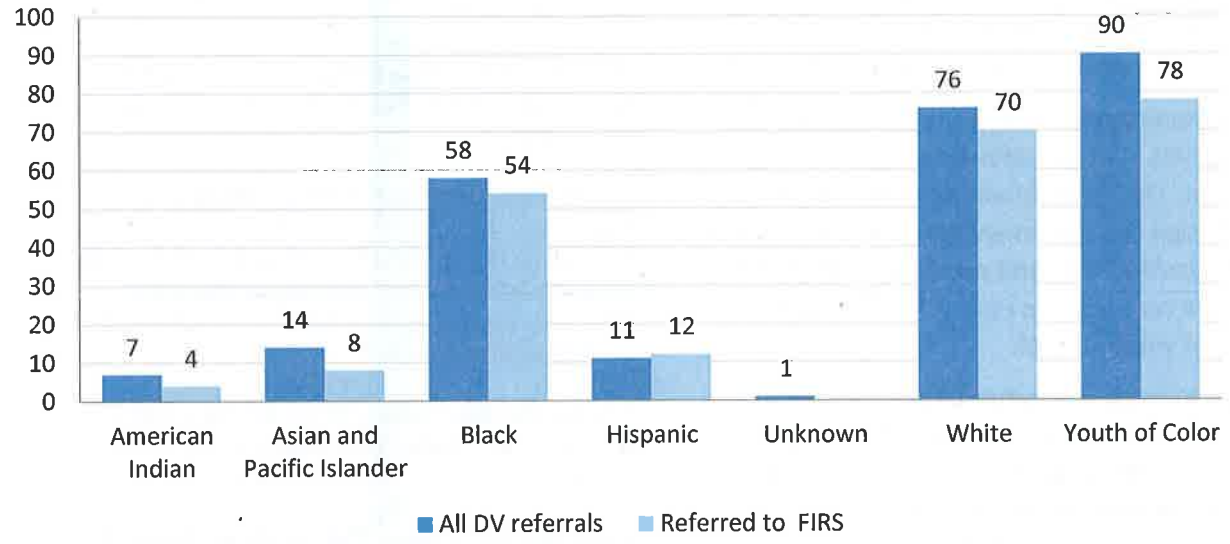


Sources: Juvenile Information Management System (JIMS); FIRS tracking database
**Includes one enrollment as a secondary program*
***Includes three enrollments as secondary program*
****Tracked referrals were the referrals that were able to be tracked completely. Due to implementation of new data collection processes and the need for subsequent staff training, 37 FIRS referrals had incomplete data and are not included in the full analysis.*

Referrals to FIRS: Most domestic violence referrals were referred by the PAO to FIRS (88.6 percent). The domestic violence referrals not referred to FIRS were offenses involving incidents of intimate partner violence, A or B+ felonies, families requesting prosecution, or the case was deemed otherwise inappropriate for the FIRS process.

From January 1 to April 30, 148 youth were referred to the FIRS program by the PAO. White youth were referred to FIRS at a somewhat higher rate than youth of color (92 percent and 87 percent, respectively).

Figure 10: FIRS referrals by race, 2016 through 4/30/16



Source: Juvenile Information Management System (JIMS)

Detention: Of the cases able to be tracked, forty-eight percent of FIRS contracts were offered to youth in detention, while 52 percent were referred to FIRS without being booked into detention. As shown in Table 2, FIRS-referred youth had shorter average and median length of stays in detention than youth in detention on all domestic violence offenses in 2015 and 2016, though median lengths of stay were shorter on all misdemeanor domestic violence offense in 2015. FIRS-referred youth receive immediate intensive intervention with youth and families, resulting in stricken hearings and earlier release, but shorter average length of stay for these youth may also be related to the seriousness of the offense. FIRS eligibility is determined by factors not recorded in JIMS, therefore not easily available, so without extensive manual review of cases, direct comparison of the length of stay for FIRS-eligible youth in 2015 and 2016 is not possible.

Table 2: Length of stay in detention, domestic violence offenses

	Average Days in Detention	Median Days in Detention
2015 – all DV	4.83	1.61
2015 – DV misdemeanors	4.36	1.57
2016 through 4/30/16 – all DV	5.12	2.02
2016 through 4/30/16 – DV misdemeanors	5.13	2.13
2016 through 4/30/16, FIRS-referred only	1.96	1.61

FIRS agreement offered: Most youth referred to the FIRS program were offered a contract (82.9 percent). In some cases, youth were out of state or FIRS staff could not locate them, so contracts were not offered. In these cases, families still received immediate safety planning services. In nine out of the 111 referrals tracked, FIRS staff determined FIRS to be inappropriate for the offense and did not offer agreements.[18] These referrals went back to the PAO to determine whether filing was appropriate. Note that the statistics may include filings on offenses referred to the PAO prior to FIRS implementation.

FIRS contracts signed: Sixty-four percent of those offered a FIRS contract ultimately signed an agreement. The most common reasons reported for failure to sign the agreement were lack of response from the youth/family and parent refusal (14 each). In only one case was the reason for not signing an agreement youth refusal.

Services: Juvenile Probation Counselors (JPCs) administer the Positive Achievement Change Tool (PACT) prescreen to all FIRS youth to determine what services may be appropriate. Based on the prescreen results, the full PACT assessment may be administered in order to refer youth to evidence based practice (EBP) services.[19] All youth who signed FIRS agreements were referred to counseling programs, including Step-Up, or therapy services.

FIRS phase 1 appears to be identifying more high-needs youth referred to the PAO on domestic violence offenses than past practices. In 2013, only 18 youth referred to the PAO on domestic violence offenses were referred to EBPs. In the first four months of 2016, 20 referrals were made to EBPs.

Status of agreements: Two youth who signed contracts failed to comply with the terms of the agreement and have been removed from the FIRS program. The other 57 agreements are in progress. Most agreements last at least six months, so completions are not expected until July, 2016.

Sidebar 3: Services and programs

The following programing and services are available to youth through FIRS agreements, depending on need as assessed through a Positive Achievement Change Tool (PACT) assessment. Evidence designations are based on the Washington State Institute for Public Policy assessments.

The Step-Up program – Promising Practice
Group counseling for youth who are violent with family members. Youth and parent(s) attend. One group per week for 20 weeks.

Multi-systemic Therapy (MST) – Evidence Based
Intensive 24/7, home-based intervention and support for 4-6 months.

Parent Youth Connection Seminars (PYCS) – Research Based
Program for low-risk youth and their parent(s) or other connected adult provides 13 hours of education, information, resource connections in the community, and skill-building activities.

Functional Family Therapy (FFT) – Evidence Based
Weekly in-home family counseling sessions for 3-4 months.

Aggression Replacement Therapy (ART) – Research Based
Three one-hour classes per week for ten weeks to improve decision-making skills, anger control and moral reasoning.

Family Integrated Transition (FIT)– Research Based
Weekly in-home family counseling sessions for 3-4 months.

180 Program – No WSIPP designation; an early PSB evaluation suggests promising results
Four-hour community group-run program for youth with optional parent sessions.

Youth are also required to follow a safety plan and may be required to complete community service, individual therapy, or other actions.

Washington State Institute of Public Policy. (2015). Inventory of Evidence-Based, Research-Based, and Promising Practices For Prevention and Intervention Services for Children and Juveniles in the Child Welfare, Juvenile Justice, and Mental Health Systems.

[18] Reasons include: respondent was actually the victim, mutual combat, offense was too serious for FIRS (communication with Stephanie Trollen, 5.16.16)
[19] Correspondence with Christine Kahikina, 5.19.16.

OPTIONS TO EXPAND FIRS TO OTHER OFFENSE TYPES

FIRS has potential for expansion to other offense types. Expansion should be considered based on full results of the pilot.

While FIRS was designed to address the specific problems of prosecuting family violence cases, stakeholders generally agree that the model could work for other offense types. Expanding FIRS would allow more youth to receive services before they are convicted of a crime. It is too early in the pilot to recommend expansion to other offense types. Results from the University of Washington evaluation of FIRS, including the phase 2 respite center could be used to inform expansion decisions.

FIRS PHASE 2: RESPITE AND ALTERNATIVE TO DETENTION

FIRS phase 2 will provide crisis respite without detention.

FIRS phase 2 is expected to begin operation July 1, 2016. Under phase 2, a residential center will provide short-term housing and respite for youth referred to the PAO for domestic violence offenses. The center will be co-located at the Youth Services Center and staffed 24/7 by Pioneer Human Services staff. The Department of Adult and Juvenile Detention will provide limited support for meals and bedding, but will not provide staff support.[20]

The pilot location was chosen due to cost and logistical constraints and is a remodeled detention unit that is in the process of being reconfigured to have a separate entrance from detention. Most stakeholders agree that a community located respite center would offer a more supportive and restorative environment than co-locating with detention.

The respite center is intended to reduce the number of youth booked into detention, and provide an option for families who may not currently involve law enforcement in crisis situations. The respite center will divert eligible youth who would otherwise be booked into detention and is intended to reduce or eliminate the negative impacts of detention, including the record of a booking into detention, which can impact future opportunities for youth. In some cases, families are not calling law enforcement during crisis situations because they know there is not a non-detention place for their child to go to cool down. Respite offers a better option for parents and guardians who need time apart from a child after a crisis, but do not want the child to go to detention or end up with a criminal record.

FIRS 2 will offer families with younger youth an immediate respite option.

Currently families experiencing violence in the home from youth under age 16 have few options for crisis respite when law enforcement is called to the home, as these youth are often ineligible for admission to detention. In some cases, families call law enforcement numerous times during incidents of violence with younger youth without receiving any substantial intervention to prevent future incidents. When youth turn 16, law enforcement is required to arrest youth and bring them to detention,[21] which resolves only the immediate crisis situation. When the FIRS respite center begins operation, these youth will have the option of staying at the center for a few days, where they can cool off, receive safety planning, and sign a FIRS agreement, which will connect them to needed therapy and services to prevent future incidents.

[20] Interview with Pam Jones, 5.3.16.

[21] After June 9, arrest will require parent or guardian request. See http://lawfilesext.leg.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/2700-S.SL.pdf.

Pioneer Human Services is well-positioned to provide support and connection to other services.

Pioneer Human Services, a nonprofit with extensive experience managing 24/7 residential services for high-needs, at-risk youth, will provide staffing for the FIRS respite center. Staff will collaborate with JPCs and Step-Up social workers on safety planning and developing FIRS agreements. Pioneer Human Services staff will also provide academic supervision, skills training and general support to youth while they stay in the center.

Pioneer Human Services also manages Spruce Street Inn's Secure Crisis Residential Center (SCRC) and Crisis Residential Center (CRC), which is located close to the future FIRS respite center. Pioneer Human Services Staff anticipates closely aligning the services at the FIRS respite center with the Spruce Street facility, which offers additional services that may be appropriate for some FIRS youth. The organization is also experienced in staffing operations with variable utilization.

APPENDIX A: STATISTICS

Referrals by race/ethnicity and offense type

2014

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	27	15	11	30	58	1		142
Asian and Pacific Islander	35	29	41	49	144	6		304
Black	185	88	217	425	886	53		1854
Hispanic	55	55	66	98	224	16		514
Other/Unknown	9	7	9	6	18	12		61
White	229	218	158	211	609	96	2	1523
Total	**540**	**412**	**502**	**819**	**1939**	**184**	**2**	**4398**

2015

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	26	10	13	23	47	6		125
Asian and Pacific Islander	29	26	47	67	176	9		354
Black	183	55	211	412	745	57		1663
Hispanic	69	61	54	83	224	26		517
Other/Unknown	5	9	5	9	19	24		71
White	278	177	120	158	513	95	1	1342
Total	**590**	**338**	**450**	**752**	**1724**	**217**	**1**	**4072**

2016 through April 30th

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	7	1	3	13	16	1		41
Asian and Pacific Islander	14	7	14	18	61	4		118
Black	58	19	61	130	221	26	1	516
Hispanic	11	23	21	29	71	8		163

Other/Unknown	1	2	1		3	3		10
White	76	56	33	72	157	47		441
Total	**167**	**108**	**133**	**262**	**529**	**89**	**1**	**1289**

Filings by race/ethnicity and offense type

2014

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	14	8	2	19	38	1		82
Asian and Pacific Islander	9	7	16	22	51	3		108
Black	66	39	110	238	401	23		877
Hispanic	26	21	32	52	111	7		249
Other/Unknown	1			1				2
White	85	30	45	85	155	28		428
Total	**201**	**105**	**205**	**417**	**756**	**62**		**1746**

2015

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	11	6	8	12	23	3		63
Asian and Pacific Islander	6	3	14	47	48	4		122
Black	63	26	82	244	419	22		856
Hispanic	13	18	10	49	84	14		188
Other/Unknown	2		3		2	1		8
White	68	26	31	59	124	34		342
Total	**163**	**79**	**148**	**411**	**700**	**78**		**1579**

2016 through April 30th

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	3	2	3	7	10			25
Asian and Pacific Islander	4		1	9	18	2		34
Black	10	2	31	65	90	3	1	202
Hispanic	2	6	10	18	16	2		54

Referrals by race/ethnicity and offense type

2014

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	27	15	11	30	58	1		142
Asian and Pacific Islander	35	29	41	49	144	6		304
Black	185	88	217	425	886	53		1854
Hispanic	55	55	66	98	224	16		514
Other/Unknown	9	7	9	6	18	12		61
White	229	218	158	211	609	96	2	1523
Total	**540**	**412**	**502**	**819**	**1939**	**184**	**2**	**4398**

2015

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	26	10	13	23	47	6		125
Asian and Pacific Islander	29	26	47	67	176	9		354
Black	183	55	211	412	745	57		1663
Hispanic	69	61	54	83	224	26		517
Other/Unknown	5	9	5	9	19	24		71
White	278	177	120	158	513	95	1	1342
Total	**590**	**338**	**450**	**752**	**1724**	**217**	**1**	**4072**

2016 through April 30th

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	7	1	3	13	16	1		41
Asian and Pacific Islander	14	7	14	18	61	4		118
Black	58	19	61	130	221	26	1	516
Hispanic	11	23	21	29	71	8		163
Other/Unknown	1	2	1		3	3		10
White	76	56	33	72	157	47		441
Total	**167**	**108**	**133**	**262**	**529**	**89**	**1**	**1289**
Other/Unknown	1				1			2

Referrals by race/ethnicity and offense type

2014

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	27	15	11	30	58	1		142
Asian and Pacific Islander	35	29	41	49	144	6		304
Black	185	88	217	425	886	53		1854
Hispanic	55	55	66	98	224	16		514
Other/Unknown	9	7	9	6	18	12		61
White	229	218	158	211	609	96	2	1523
Total	**540**	**412**	**502**	**819**	**1939**	**184**	**2**	**4398**

2015

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	26	10	13	23	47	6		125
Asian and Pacific Islander	29	26	47	67	176	9		354
Black	183	55	211	412	745	57		1663
Hispanic	69	61	54	83	224	26		517
Other/Unknown	5	9	5	9	19	24		71
White	278	177	120	158	513	95	1	1342
Total	**590**	**338**	**450**	**752**	**1724**	**217**	**1**	**4072**

2016 through April 30th

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	7	1	3	13	16	1		41
Asian and Pacific Islander	14	7	14	18	61	4		118
Black	58	19	61	130	221	26	1	516
Hispanic	11	23	21	29	71	8		163
Other/Unknown	1	2	1		3	3		10
White	76	56	33	72	157	47		441
Total	**167**	**108**	**133**	**262**	**529**	**89**	**1**	**1289**
White	8	6	10	27	36	9		96

Referrals by race/ethnicity and offense type

2014

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	27	15	11	30	58	1		142
Asian and Pacific Islander	35	29	41	49	144	6		304
Black	185	88	217	425	886	53		1854
Hispanic	55	55	66	98	224	16		514
Other/Unknown	9	7	9	6	18	12		61
White	229	218	158	211	609	96	2	1523
Total	**540**	**412**	**502**	**819**	**1939**	**184**	**2**	**4398**

2015

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	26	10	13	23	47	6		125
Asian and Pacific Islander	29	26	47	67	176	9		354
Black	183	55	211	412	745	57		1663
Hispanic	69	61	54	83	224	26		517
Other/Unknown	5	9	5	9	19	24		71
White	278	177	120	158	513	95	1	1342
Total	**590**	**338**	**450**	**752**	**1724**	**217**	**1**	**4072**

2016 through April 30th

Race	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	7	1	3	13	16	1		41
Asian and Pacific Islander	14	7	14	18	61	4		118
Black	58	19	61	130	221	26	1	516
Hispanic	11	23	21	29	71	8		163
Other/Unknown	1	2	1		3	3		10
White	76	56	33	72	157	47		441
Total	**167**	**108**	**133**	**262**	**529**	**89**	**1**	**1289**
Total	**28**	**16**	**55**	**126**	**171**	**16**	**1**	**413**

Total Admissions by race/ethnicity and offense type

2014

Race/Eth	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	23	8	8	23	55	3		120
Asian and Pacific Islander	19	3	30	35	40	4		131
Black	134	15	192	303	328	17	1	990
Hispanic	58	11	74	43	105	11		302
Unknown	2			3	1	1		7
White	178	28	132	87	117	19		561
Total	414	65	436	494	646	55	1	2111

2015

Race/Eth	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	22	9	19	21	29	2		102
Asian and Pacific Islander	15	1	27	38	33	3		117
Black	110	16	141	279	320	25	1	892
Hispanic	51	14	52	51	72	11		251
Unknown	3		3	1				7
White	145	8	122	54	96	20	1	446
Total	346	48	364	444	550	61	2	1815

2016 through 4/30/2016

Race/Eth	Domestic Violence	Drug/Alcohol	Other	Person	Property	Sex	Unknown	Total
American Indian	6	1	9	5	5		1	27
Asian and Pacific Islander	4	5	3	14	10			36
Black	34	3	53	78	74	6		248
Hispanic	9	4	14	12	23	3		65
Unknown	1					1		2
White	47	6	27	25	19	5		129
Total	**101**	**19**	**106**	**134**	**131**	**15**	**1**	**507**

Unique Youth-All Admissions, by Race

Race	2014	2015	2016 through 4/30/2016
American Indian	63	47	22
Asian and Pacific Islander	83	74	28
Black	500	469	186
Hispanic	180	151	49
Unknown	5	5	2
White	368	285	112
Total	**1,199**	**1,031**	**399**

Admissions on New Offenses-DV Misdemeanor, by Race

Race	2014	2015	2016 through 4/30/2016
American Indian	12	6	4
Asian and Pacific Islander	15	13	2
Black	74	77	23
Hispanic	28	29	4
Unknown	2	3	1
White	105	104	37
Total	**236**	**232**	**71**

Unique Youth Admitted on a New DV Misdemeanor Offense, by Race

Race	2014	2015	2016 through 4/30/2016
American Indian	10	6	4
Asian and Pacific Islander	14	13	2
Black	69	71	22
Hispanic	25	28	4
Unknown	2	2	1
White	98	96	35
Total	**218**	**216**	**68**

Avg length of time (in days) from incident to referral to diversion or signed FIRS agreement, domestic violence

Diversion Measures	Avg. LOT DV Div Incident to Referral 2014	Count of Cases n 2014	Avg. LOT DV Div Incident to Referral 2015	Count of Cases n 2015	Avg LOT FIRS Incident to FIRS Contract Signed 2016 through 4/30/2016	Count of Cases n 2016 through 4/30/2016
American Indian	25	6	68	19	2	2
Asian and Pacific Islander	28	8	60	18	46	2
Black	48	53	48	122	10	25
Hispanic	24	20	50	53	78	6
Unknown	78	1	64	3		
White	32	74	45	170	14	29
Overall DV Diversion	**36**	**162**	**49**	**385**	**19**	**64**

Avg length of time (in days) from incident to referral to diversion, other offense types

Diversion Measures	Avg LOT Other Div Incident to Letter Date 2014	Count of Cases n 2014	Avg LOT Other Div Incident to Letter Date 2015	Count of Cases n 2015
American Indian	59	24	60	9
Asian and Pacific Islander	69	115	80	141
Black	62	344	71	331
Hispanic	70	148	74	170
Unknown	66	21	64	33
White	67	553	64	476
Overall Other Diversion	**66**	**1,205**	**70**	**1,160**

Cases referred to FIRS, through 4/30/2016

Race	FIRS Cases Referred in JIMS
American Indian	4
Asian and Pacific Islander	8
Black	54
Hispanic	12
White	70
Total	**148**

Cases referred to FIRS, through 4/30/2016 - matched in tracking database

Race	In Custody	Out of Custody	Total
American Indian	2	1	3
Asian and Pacific Islander		7	7
Black	22	23	45
Hispanic	3	6	9
White	23	24	47
Total	50	61	111

FIRS contract offered, through 4/30/2016

Race	In Custody	out of custody	Total
American Indian	2		2
Asian and Pacific Islander		7	7
Black	21	19	40
Hispanic	2	4	6
White	19	18	37
Total	44	48	92

Youth Offered Contract – Avg Length of Stay in Detention

Race	Avg LOS	N
American Indian	2.2	2
Black	2.1	21
Hispanic	0.9	2
White	1.8	19
Overall LOS	2.0	

Youth Offered Contract and Youth or Parent Refused – Avg Length of Stay

Race	AvgLOS	N
Black	3.0	1
White	2.6	1
Overall LOS	3	2

FIRS agreements signed

Race	Count
American Indian	2
Asian and Pacific Islander	2
Black	24
Hispanic	4
White	27
Total	59

Services assigned in FIRS agreement, by race

Program 1 Referred						
Race	American Indian	Asian and Pacific Islander	Black	Hispanic	White	Total
ART			1			1
FFT			4	2		6
FIT			1			1
Individual Counseling	2		7		8	17
MST			3	1	4	8
PYCS		1	2			3
Step Up		1	6	1	15	23
Total	2	2	24	4	27	59
Program 2 Referred						
FFT			1			1
MST					3	3
Total			1		3	4

FIRS status as of 4/30/16, by race

Race	American Indian	Asian and Pacific Islander	Black	Hispanic	White	Total
Failed					2	2
In progress	2	2	24	4	25	57
Complete						
Total	2	2	24	4	27	59

Length of stay in detention

	Mean Days in Detention	Median Days in Detention
2015 all domestic violence offenses	4.83	1.61
2016 all domestic violence offenses	5.12	2.02
2016 through 4/30/16, FIRS referred offenses	1.96	1.61

APPENDIX B: FIRS AGREEMENT

Superior Court for the State of Washington

In and for the County of King

Juvenile Probation Department

Family Intervention and Restorative Services Agreement

Name:_____ DOB:_____

Offense Date:_____ JCN:_____

I have been referred to the Juvenile Probation Department due to the following offense(s):_____ Referral #:_____

I understand that in order to have my case handled out of Court, I must voluntarily agree to the following conditions.

( ) I agree to participate in **Step-Up**; an adolescent family violence intervention program designed to address youth violence toward family members. Meetings are held weekly in a group setting.

( ) I agree to follow a Safety Plan.

( ) I agree to participate in Functional Family Therapy (FFT); weekly in-home family counseling sessions.

( ) I agree to participate in Multi-Systemic Therapy (MST); intensive 24/7, home-based intervention and support for 4-6 months.

( ) I agree to participate in Family Integrated Transition (FIT); intensive home-based intervention and support for 5-6 months with Dialectic Behavioral Therapy.

( ) I agree to participate in Aggression Replacement Training (ART); Three one hour classes per week for 10 weeks to improve decision-making skills, anger control and moral reasoning.

( ) I agree to participate in Parent Youth Connections Seminar (PYCS); Two all-day Saturday seminars attended by the youth and parent/guardian.

( ) I agree to participate in the 180 program; One day seminar to be attended by the youth.

( ) I agree to restore the community by :_____

( ) Completing _____ hours of Community Service and provide written verification to

the Juvenile Probation Counselor by _____.

( ) I agree to the following counseling and/or treatment program;_____

_____

_____

_____

_____

( ) I agree to attend school regularly, while making best efforts at maintaining passing grades.

This contract shall run for a period of _____ months, with the Juvenile Probation Counselor having the authority to terminate early upon successful completion of the terms.

My agreement is scheduled to end on _____.

X _____ X _____

Signature of Youth Date

X _____ X _____

Signature of Parent/Guardian Date

X _____ X _____

Signature of Juvenile Probation Counselor Date

APPENDIX C: EVIDENCE REVIEW

Evidence against current practices: The negative impacts of youth involvement with the criminal justice system (referred to as an "iatrogenic effect"- an intervention that causes negative outcomes) are well documented. In a 20-year longitudinal study, Gatti, Tremblay, and Vitar found criminal justice intervention increased the likelihood of future crime for boys, and placements (such as detention) had the most negative impact.[22] Similarly, Bernburg et al. found juvenile justice intervention increased future delinquency.[23] A literature review conducted by the Casey Foundation concluded "the overall body of evidence indicates plainly that confinement in youth corrections facilities doesn't work well as a strategy to steer delinquent youth away from crime." Evidence shows the negative impact of detention may be particularly acute for low-risk youth.[24] A Justice Policy Institute Report reached similar conclusions based on literature on the outcomes of juvenile detention, finding "detention has a profoundly negative impact on young people's mental and physical well-being, their education, and their employment". The report also cites substantial evidence that detention does not reduce crime or make communities safer.[25]

Evidence on comparable programs: While evidence suggests that current practices in juvenile domestic violence intervention are inadequate, there is less evidence to support alternative centers for domestic violence, as few comparable programs currently exist. The PAO identified two jurisdictions with programs comparable to King County's FIRS phase 2 Center: Pima County and Florida State, which have had initial positive evaluations.[26] In both cases, evidence suggests alternative centers for juvenile domestic violence do not increase recidivism compared to detention. These preliminary evaluations do not provide evidence of recidivism reduction.

Pima County's efforts to divert juvenile domestic violence cases from arrest include separate intake facilities that offer immediate assessment and release with the option for brief respite as needed in a respite center referred to as the Domestic Violence Alternative Center (DVAC).[27]

In Florida, juvenile domestic violence cases are placed in contracted respite sites completely separated from the detention center. Juveniles still have to appear in court under formal charges, but experience a different residential stay than detention that is treatment oriented and connects youth more quickly to treatment services.

Based on early evaluations of the two programs, alternative placement for juvenile domestic violence incidents do not appear to increase the risk of offending. However, evidence is limited to two pilot studies. An outcomes evaluation on an early model of the DVAC model in Pima County with approximately 1,000 youth matched on risk level found no differences in 12 months recidivism (~40 percent for both groups) between DVAC and non DVAC-managed youth. The evaluation's results suggest DVAC reduced the number of youth held in detention and the number of adjudications without increasing offending rates. A process evaluation of the model found

---

[22] Gatti, U., Tremblay, R. E., & Vitaro, F. (2009). Iatrogenic effect of juvenile justice. Journal of Child Psychology and Psychiatry, 50(8), 991-998. http://www.jdaihelpdesk.org/miscellaneous/Gatti%20et%20al%202009_1.pdf

[23] Bernburg, J. G., Krohn, M. D., & Rivera, C. J. (2006). Official labeling, criminal embeddedness, and subsequent delinquency a longitudinal test of labeling theory. Journal of Research in Crime and Delinquency, 43(1), 67-88.

[24] Mendel, R. A. (2011). No Place for Kids: The Case for Reducing Juvenile Incarceration. Annie E. Casey Foundation. http://files.eric.ed.gov/fulltext/ED527944.pdf

[25] Holman, B., & Ziedenberg, J. (2006). The dangers of detention: The impact of incarcerating youth in detention and other secure facilities. Washington, DC: Justice Policy Institute. http://www.justicepolicy.org/images/upload/06-11_rep_dangersofdetention_jj.pdf

[26] Much of the below research was summarized by the PAO in: Trollen, Stephanie. (2015) The impact of alternative placement for juvenile domestic violence arrest and detention: A multi-site study. Proposal for National Institute of Justice: Research and evaluation of justice systems solicitation. Received by PSB 12/4/2015.

[27] Pima County Juvenile Court Center website: www.pcjcc.pima.gov

that parents rated the DVAC positively; however, as a process evaluation, no comparison was provided for parent ratings of traditional detention.[28] A recent report for the respite center approach utilized in Florida found similar results and concluded that the respite centers are viable strategy for managing domestic violence incidents without increasing the risk of offending.[29]

Despite a growing number of promising practices in diversion alternatives for juvenile domestic violence, no rigorous study has examined the impact of these alternatives on long-term recidivism.

The King County Prosecutor's office is currently seeking funding for a multi-state evaluation to measure outcomes (including recidivism) of the King County FIRS Center and Florida's respite center program. Plans are underway for a process evaluation of the FIRS phase 2 pilot to be conducted by a University of Washington researcher.

Evidence for providing appropriate services: In a 2009 meta-analyses, Lipsey found that only three intervention factors are correlated with positive outcomes for juvenile offenders: therapeutic intervention, serving high risk offenders, and quality of implementation.[30] FIRS phase 1 connects youth with therapeutic interventions, matches youth with appropriate services based on risk, and will employ various tactics to ensure quality of implementation.

FIRS connects youth to a range of existing interventions depending on the JPC assessment of need. These include programs evaluated by the Washington State Institute for Public Policy (WSIPP). WSIPP evidence designations for services available to FIRS youth include:

- The Step-Up program – Promising Practice
- Multi-systemic Therapy – Evidence Based
- Parent Youth Connection Seminars – Research Based
- Functional Family Therapy – Evidence Based
- Aggression Replacement Therapy – Research Based
- Family Integrated Transition – Research Based
- 180 Program – No WSIPP designation; an early PSB evaluation suggests promising results

The Step-Up Program, which is expanded under FIRS, is considered a Promising Practice by the Washington State Institute for Public Policy (WSIPP). Step-Up, which was started in 1997, was the first targeted intervention in the country for youth domestic violence and has since been emulated in other jurisdictions.[31] An evaluation conducted by ORS showed reductions in violent behavior and lower recidivism rates.[32] However, WSIPP does not consider Step-Up an evidence based program based on currently available evaluations.[33]

---

[28] Domestic Violence Alternative Center (DVAC) Program Evaluation Annual Report: 2009. http://www.jdaihelpdesk.org/altdettoolsevalu/Pima%20County%20AZ%20Domestic%20Violence%20Alternative%20Center%202009%20Evaluation.pdf

[29] Greenwald, M. (2014). Effectiveness of the Domestic Violence Alternative Placement Program: (October 2014). Florida Department of Juvenile Justice.

[30] Lipsey, M. W. (2009). The primary factors that characterize effective interventions with juvenile offenders: A meta-analytic overview. Victims and offenders, 4(2), 124-147. https://www.researchgate.net/profile/Mark_Lipsey/publication/228662112_The_primary_factors_that_characterize_effective_interventions_with_juvenile_offenders_A_meta-analytic_overview/links/0deec518c2b2a94ce8000000.pdf

[31] Routt, G., & Anderson, L. (2011). Adolescent violence towards parents. Journal of Aggression, Maltreatment & Trauma, 20(1), 1-19.

[32] Step-Up Website: https://www.google.com/webhp?sourceid=chrome-instant&ion=1&espv=2&ie=UTF-8#q=step %20up %20king %20county

[33] WSIPP's designation is based on "no rigorous evaluation measuring outcome of interest" See: http://wsipp.wa.gov/ReportFile/1610/Wsipp_Updated-Inventory-of-Evidence-based-Research-based-and-Promising-

APPENDIX D: INTERVIEWS

The following individuals contributed to the report, primarily through interviews with PSB staff.

Name	Title/role	Organization
Jimmy Hung and Stephanie Trollen	Senior Deputy Prosecuting Attorney and Legal Services Supervisor - Juvenile	Prosecuting Attorney's Office
Katherine Hurley	Supervising Attorney - Juvenile	Department of Public Defense
Pam Jones	Director, Juvenile Division	Department of Adult and Juvenile Detention
Regina Cahan	Judge	Juvenile Court, Superior Court
Paul Daniels	Juvenile Court Services Manager	Juvenile Court, Superior Court
Steve Woolworth and Harold H. Wright, Jr	Vice President, Treatment & Reentry Services and Director of Juvenile Reentry Operations Pioneer Human Services	Pioneer Human Services
Lily Anderson	Step-Up Social Worker	Step-Up, Department of Judicial Administration
Claudia Pineda	Step-Up Social Worker	Step-Up, Department of Judicial Administration
Adrian Diaz	Sergeant	Seattle Police Department
Christine Kahikina	Juvenile Probation Counselor Supervisor	Restorative Programs Unit, Juvenile Court, Superior Court
Cecilia Camino and Jeremy Crowe	FIRS Juvenile Probation Counselors	Restorative Programs Unit, Juvenile Court, Superior Court
Sarah Walker	Professor, Evaluator of FIRS phase 2	University of Washington
Parent 1	Parent of a FIRS-referred youth who had not yet signed a FIRS agreement	n/a
Youth Participant	Youth who was half way through FIRS agreement to complete Step-Up	n/a
Parent 2	Parent of a youth one quarter through agreement to complete Step-Up	n/a

Practices-For-Prevention-and-Intervention-Services-for-Children-and-Juveniles-in-the-Child-Welfare-Juvenile-Justice-and-Mental-Health-Systems_Inventory.pdf

ATTACHMENT 2

June 28, 2016

The Honorable Joe McDermott
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember McDermott:

This letter transmits a motion and report that responds to Ordinance 18110, Section 5, Proviso P4, which restricts expenditure or encumbrance of one hundred thousand dollars until the Office of Performance, Strategy and Budget (PSB) transmits a report on the implementation of the pilot diversion program for youth detained for domestic violence offenses and a motion that accepts the report.

The Family Intervention Restorative Services (FIRS) phase 1 process was implemented January 1, 2016. The new process provides rapid intervention for youth and their families who have been referred to the King County Prosecuting Attorney's Office for non-intimate-partner domestic violence offenses. Early results from the first four months of the new process suggest FIRS phase 1 is successful in providing intervention and safety planning for families immediately or soon after a domestic violence incident, reducing criminal filings and youth involvement in the court system, and providing a more meaningful diversion process for youth.

FIRS phase 2 is expected to begin operation on July 1, 2016 and will offer a seven-bed non-detention respite center for youth who are currently booked into detention on domestic violence offenses and for youth in crisis who currently receive no substantial intervention when law enforcement are called for a domestic violence incident. The center will be operated by Pioneer Human Services, a non-profit with substantial experience with high-risk youth. FIRS phase 2 is expected to reduce the number of admissions to detention on domestic violence offenses and ensure families receive early intervention without court involvement. Clear criteria for admission and comprehensive training for law enforcement will ensure FIRS phase 2 offers improved services for participants.

Early observations of the FIRS phase 1 pilot suggest the approach has potential for adaptation for offense types beyond domestic violence. Decisions regarding the expansion of the program to other offense types should be made when enough data is available to evaluate the success of the pilot.

As requested in the proviso, the report includes juvenile justice statistics for 2014, 2015, and the first four months of 2016. Most indicators show a reduction in juvenile criminal justice involvement, across offense types.

The FIRS program furthers the King County strategic goals of Justice and Safety and Health and Human Potential by ensuring families receive appropriate safety planning and connection to counseling and other services during a crisis.

The Office of Performance, Strategy and Budget (PSB) collaborated with Superior Court, the Department of Judicial Administration's Step-Up program, the Prosecuting Attorney's Office, the Department of Public Defense, and the Department of Adult and Juvenile Detention to write the report. PSB also conducted interviews with Pioneer Human Services, the community non-profit contracted to operate the FIRS respite center, the Seattle Police Department, and youth and parents participating in FIRS.

It is estimated that this report required 120 staff hours to produce, costing approximately $7,200.

Thank you for your continued interest in improving outcomes for youth.

If you have any questions, please feel free to contact Dwight Dively, Director, Office of Performance, Strategy and Budget, at 206-263-9687.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Carolyn Busch, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget

King County

Metropolitan King County Council
Law and Justice Committee

STAFF REPORT

Agenda Item:	6	**Name:**	Clifton Curry
Proposed No.:	2016-0256	**Date:**	July 12, 2016

SUBJECT

AN ORDINANCE authorizing the execution of an interagency agreement between King County and the Washington state Department of Corrections for jail services.

SUMMARY

This is the second meeting related to the proposed ordinance that continues the Interlocal Agreement for Provision of Jail Services (ILA) with the State Department of Corrections. The proposed agreement continues to allow King County to make beds available for certain felony violators under state supervision and is similar to the agreement adopted by Ordinance 17526 in 2013. The previous agreement with the state expired on December 31, 2015.

This agreement includes an agreed daily rate for violators in county facilities, asks the state to pay for all inmates receiving medical or psychiatric services, and continues the reciprocal bed use whereby the state may use 20 beds in King County work release facility in exchange for 30 beds in the state's work release for women participants. This ordinance would adopt the agreement for two years through December 31, 2018. Members received a briefing on this item at the committee's June 28th meeting.

BACKGROUND

The King County Department of Adult and Juvenile Detention operates one of the largest detention systems in the Pacific Northwest. The department is responsible for the operation of two adult detention facilities--the King County Correctional Facility in Seattle and the Maleng Regional Justice Center (MRJC) in Kent—with over 30,000 bookings a year and an average daily population of 1,835 pre- and post-adjudicated felons and misdemeanants every day. The average daily population of the department's Seattle facility is approximately 1,106 inmates and about 730 inmates housed at the MRJC.

King County houses all felons arrested in the county and presented for booking into jail. In addition, the county houses "county" misdemeanants, criminal offenders who are

either arrested in the unincorporated parts of the county or have committed offenses that are adjudicated by the District Court ("state cases"). The county is not mandated to house city misdemeanants or state "holds" (individuals under state Department of Corrections' supervision who are in violation of community supervision orders). The cities and the state pay King County for the booking and daily costs of housing inmates for which they are responsible.

Paying the County for Housing State Violators Since the implementation of the Offender Accountability Act of 1999, the state has been responsible for holding administrative hearings for certain felons who have completed their term in prison and who are under state supervision in the community, who then have allegedly committed violations after their release from prison. In the past, county jails including King County held these felony violators while they awaited their hearing or after being sanctioned at the hearing. However, as county jails faced severe constraints on both physical and fiscal capacity, many choose to not accept these violators.

As part of the county's Adopted 2001 Budget, the Council adopted a proviso in Ordinance 14018. The proviso stated:

> *"It is the intent of the council that after January 1, 2001, the department of adult and juvenile detention shall no longer accept state department of corrections community supervision violators in its detention facilities….The council finds that these violators are a state responsibility and should be consequently housed in a state facility…."*

The proviso was never implemented.

The growth of the state violator population remained a concern of the Council and the other representatives of the county's criminal justice agencies. As part of its 2003 budget deliberations, the Council heard significant discussions related to unfunded state mandates and the unfunded costs associated with housing state inmates was one of the major areas of discussion. Further, this was the same time that the council was reviewing the county's fiscal capacity to meet all of its mandated obligations with limited revenues. The council had also adopted the Adult Justice Operational Master Plan (AJOMP) and other AJOMP related provisos that required that all of the county's criminal justice agencies review the county's use of secure detention on a monthly basis. As part of this review, the Criminal Justice Council identified the reduction of the state hold population as a major priority. DAJD was directed to begin negotiations with the state to either have the inmates taken out of county facilities or to receive some form of compensation for housing the inmates.

Faced with the prospect of a large budget shortfall in 2004, the county notified the state that the county did not have capacity for its felony violator population after January 1, 2004. The Executive's Budget actually reduced the department's budget to reflect the removal of state inmates ($977,942 and 14.0 FTEs). Nevertheless, the county entered into negotiations with the state to seek compensation rather than barring state inmates from the county's detention facilities. The negotiations were successfully concluded at the end of 2003 and the new contract, and the attendant revenues, were incorporated in the county's 2004 budget. The council adopted the new ILA as Ordinance 14919 in 2004.

The agreement was renewed again in in 2010 with Ordinance 17003, which extended the ILA through the end of 2015. This agreement not only established that the state would pay violators in county jail, but established a minimum number of beds the state would pay for (regardless of whether the beds were used), along with the agreement to pay premium rates beyond the daily per diem charge for housing inmates with medical or psychiatric needs. Nevertheless, because of the significant changes in how the state dealt with community supervision violators, and because the state had been required to pay for beds that it was not using, the state terminated its contract with the county on November 30, 2012, but advised the Executive at that time that it wanted to continue using county jail beds. The state and the executive engaged in negotiations resulting in a new agreement that was adopted in 2012 as Ordinance 17526 and recently expired.

New Agreement This proposed new agreement is substantially similar to the 2012 agreement with the state and will authorize the county to maintain a contracting relationship with the state. The central provisions of this new agreement include the following:

- The $85 per day general daily rate established by the legislature, and which the state has been paying since 2011.
- The state will pay for *all* individuals in need of psychiatric or other medical services.
- The state is not committed to a minimum number of inmate beds.
- The state is also requesting, as a provision of the contract, more advance notification of inmate special medical or psychiatric needs, so it has the ability to return state inmates to the state facilities for medical services when desired.

The proposed agreement establishes that, effective January 1, 2017 and 2018 the rates of compensation for provision of medical and psychiatric services for state violators will increase by specified formulas (similar to those used in the department's contracts with cities).

The new contract does maintain the beneficial arrangement between the state and the county for reciprocal bed use whereby the state may use 20 beds in King County work release facility in exchange for 30 beds in state work release for women. This arrangement allows for the only work release beds for female county inmates.

FISCAL NOTE

The Executive has estimated that this continuing agreement will generate $6 million in 2015-16 Biennium for the county's General Fund and $9 million for the 2017-18 biennium.

ANALYSIS

This proposed agreement extends the recently expired agreement with the state and does allow for the continued revenue for state inmates in the county jail. This agreement includes an agreed daily rate for violators in county facilities, asks the state to pay for all inmates receiving medical or psychiatric services, and continues the reciprocal bed use whereby the state may use 20 beds in King County work release facility in exchange for 30 beds in the state's work release for women participants. These are the only work release beds available for female county inmates.

The original agreement, adopted in 2012, along with this agreement was reviewed by the Council's legal counsel and the King County Prosecuting Attorney's Office.

It appears that this contract will advance a continuing relationship with the state. Department staff are available today to discuss the status of any negotiations, or plans for negotiations, with the state. This item was held from the committee's June 28th meeting to allow members to review the proposed agreement. No new issues have been identified.

ATTENDEES:

- William Hayes, Director, Department of Adult and Juvenile Detention
- Steve Larsen, Chief of Administration, Department of Adult and Juvenile Detention

ATTACHMENTS

1. Proposed Ordinance 2016-0256, with attachments
2. Transmittal Letter
3. Fiscal Note

KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

July 11, 2016

Ordinance

Proposed No. 2016-0256.1 **Sponsors** Gossett

AN ORDINANCE authorizing the execution of an interagency agreement between King County and the Washington state Department of Corrections for jail services.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. A. King County and the Washington state Department of Corrections have participated in interagency agreements for many years. The current interagency agreement expired on December 31, 2015.

B. King County and the Washington state Department of Corrections have now negotiated a new interagency agreement for jail service for 2016 through 2018.

SECTION 2. The executive is hereby authorized to execute an interagency

agreement for jail services with the Washington state Department of Corrections, in substantially the form of Attachment A to this ordinance.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: A. 2016-2018 Interagency Agreement Between King County and Washington State Department of Corrections

Attachment A

2016-2018 Interagency Agreement between King County and Washington State Department of Corrections

2016-2018 INTERAGENCY AGREEMENT BETWEEN KING COUNTY AND WASHINGTON STATE DEPARTMENT OF CORRECTIONS

PURPOSE

This Agreement is entered into by King County (County) and the Department of Corrections (Department) for the purpose of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of Department Offenders in accord with the provisions of RCW 72.68.040. The Department and the County specifically find this Agreement is necessary and desirable in order to provide adequate housing and care to the Department Offenders transferred to the County.

In consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

Article I
DEFINITIONS

Section 1.1 Base Rate - The cost per Offender Day for routine medical care, routine pharmaceuticals, housing and board of a Department Offender.

Section 1.2 County – King County and its employees, contractors, vendors, and volunteers.

Section 1.3 Department or DOC – Washington State Department of Corrections.

Section 1.4 Department Offender - means a person booked into or housed in a Facility because the person has been arrested, caused to be arrested, or detained by the Department and that person has been sanctioned by the Department, or is awaiting an administrative hearing process held by the Department, or has been sanctioned by an administrative hearing process held by the Department. However, a person who is also being held on a separate County felony charge and who would otherwise be the financial responsibility of the County is not considered a Department Offender.

Section 1.5 DOC Utilization Management Office - The Department's medical contact that receives, reviews, and approves County extraordinary medical expense requests to provide necessary medical care to Department Offenders. During normal business hours the Nurse Desk is available at (NurseDesk@DOC1.wa.gov or 360-725-8733). After hours the Medical Duty Officer is available at 360-725-8728.

Section 1.6 Extraordinary Medical Care - Medically necessary care and pharmaceuticals that are not commonly available through the Facility Health Services and incur additional cost.

Section 1.7 Extraordinary Medical Expense - Medical expenses beyond the medical expense included in the Base or Premium Rates.

Section 1.8 Facility – County operated correctional Facilities for the housing of adult Offenders.

Section 1.9 In-Facility care – Medical/Mental Health/Pharmaceutical care provided to Department Offenders as a part of the Base or Premium Rates.

Section 1.10 Inmate - Any resident of the Facility that is not a Department Offender.
Section 1.11 Licensed Practitioner - Any licensed health care practitioner performing services within the person's authorized scope of practice following RCW Title 18.

Section 1.12 Medicaid - Title XIX of the Social Security Act enacted by the social security amendments of 1965 (42 U.S.C. Sec. 1396; 79 Stat. 343), as amended.

Section 1.13 Medically Necessary Care - Medical care that meets one or more of the following criteria for a given patient at a given time:

Section 1.13.1 Is essential to life or preservation of limb, OR

Section 1.13.2 Reduces intractable pain, OR

Section 1.13.3 Prevents significant deterioration of activities of daily living (ADLs), OR

Section 1.13.4 Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR

Section 1.13.5 Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed, OR

Section 1.13.6 Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR

Section 1.13.7 Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol, or guideline, OR

Section 1.13.8 From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice).

Section 1.13.9 Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and

Section 1.13.10 Not administered solely for the convenience of the Offender or the health care provider.

Section 1.14 Premium Rates – The charge for medical or mental health care, including all pharmaceuticals provided in the Facility's infirmary or mental health units, with the exception of pharmaceuticals provided as part of Extraordinary Medical Care and the charge for one on one offsite hospital watch of a Department Offender at a hospital or other off-site medical facility. Such rates are detailed in Exhibit 1.

Section 1.15 Offender Day – An Offender Day is any day a Department Offender is in the custody of the County including the first day the Offender is delivered to the County. An Offender Day ends at midnight of the day immediately preceding the day of the Offender's release or return to the custody of the Department. An Offender Day shall not include any day

that is by state law the financial responsibility of the County or any other jurisdiction.

Section 1.16 Offender Health Plan - The Department's Offender Health Plan (OHP) describes the medically necessary medical care, mental health, and dental care services available to Department Offenders, as well as the services that are limited or not available. The OHP is not a contract or a guarantee of services to Department Offenders. The OHP can be reviewed at http://doc.wa.gov/family/Offenderlife/docs/OffenderHealthPlan.pdf.

Section 1.16.1 The Department under the OHP and consistent with RCW 70.48.130(2), does not consider experimental or elective procedures to be medically necessary. The Department will not reimburse the County for elective or experimental medical procedures. The Department shall not be responsible for the payment of or for medical care required as a result of any tort committed by the County, or its employees, or by its agents, contractors, vendors, or volunteers in the course of their providing services to Department Offenders, or for care which could have foreseeably been prevented.

Section 1.17 Secretary – the Secretary of the Department of Corrections or his or her designee.

Section 1.18 Secure Capacity - means those beds that are physically available in the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center. Due to budgetary constraints, emergency circumstances, legal requirements, or maintenance and construction activities, Secure Capacity may vary.

Article II
TERM OF THE AGREEMENT

Section 2.1 **Term.** This Agreement supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department Offenders. This Agreement commences on January 1, 2016 upon approval and signature by both parties and continues through December 31, 2018, unless terminated by either party pursuant to this Agreement.

Section 2.2 **Termination.** This Agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the other party. Not later than 60 days after the receipt or delivery of a termination notice, the Department agrees to take physical custody of Department Offenders confined at a Facility. Both parties agree to waive the written notice requirement if either party, in its sole discretion, determines there is an immediate threat to public safety, health, or welfare that requires termination. Both parties agree to provide verbal and written notice of the termination as soon as possible in such cases.

Section 2.3 **Termination Due to Non-Appropriation of Funds.** The terms of this Agreement are contingent upon sufficient appropriations by the Washington State Legislature to the Department to pay sums pursuant to this Agreement. If the Legislature does not allocate sufficient appropriations, this Agreement may be terminated immediately without penalty and without the sixty (60) day notice period. The Department is responsible for the County services provided to Department Offenders prior to termination and removal of Department Offenders.

Section 2.4 **Modification.** All provisions of this Agreement, except Section 2.1, may be modified and amended with the mutual written consent of the King County Executive and the Secretary.

Article III
RESPONSIBILITIES

Section 3.1 Offender Housing

Section 3.1.1 The County agrees to accept Department Offenders for confinement in a Facility, except as provided in sections 3.1.2, and 3.8.2.1. Department Offenders may be integrated with the County's inmate population, as allowed by law, regulation, or ordinance.

Section 3.1.2 The County may require the Department to move some or all Department Offenders from a Facility within ten (10) days if the population in that Facility reaches Secure Capacity, or if the County, in its sole discretion, determines it is no longer able to house some or all Department Offenders.

Section 3.1.3 Department Offenders shall be subject to the disciplinary authority of the County in accordance with Facility procedures and rules.

Section 3.2 Reciprocal Bed Use

Section 3.2.1 The County will make twenty (20) Jail beds available for Department Offenders on a daily basis. In exchange, also on a daily basis, the Department shall make available thirty (30) beds in Department work release facilities in King County for Inmates.

Section 3.2.2 The County shall refer Inmates for placement in the Department's work release facilities to the Department's selection committee for the Seattle, Washington area. The Department's selection committee shall place Inmates in accordance with the same criteria and standards used for Department Offenders. The Department reserves the right to reject County referrals that do not meet the Department's standards for work release. The County shall advise all Inmates to be referred for placement pursuant to this Agreement that he/she shall be subject to the rules and regulations established by the Department for work release programs. Inmates referred shall be required to sign a consent form with the County agreeing to placement in the Department program.

Section 3.2.3 The Department shall be responsible for the supervision of all Inmates which it accepts into its work release facilities. The Department shall provide custody, care, and treatment to Inmates placed in the Department's work release facilities in the same manner as those services are provided to Department work release residents. Such care shall include the funding of subsistence and counseling services which are provided by the Department staff to Department Inmates. Medical, dental and psychiatric services are the responsibility of the Inmate.

Section 3.2.4 Inmates shall be subject to the disciplinary authority of the Department in accordance with Department procedures and rules applicable to Department work release facilities. Work release status of Inmates may be revoked in accordance with Department revocation procedures.

Section 3.3 **Transportation of Department Offenders**

Section 3.3.1 The Department agrees to provide or arrange for transportation of its Offenders to and from the King County Facility except when the transportation is determined by Facility staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the Facility, in which case the County shall provide such transportation.

Section 3.3.2 The County agrees to assist, when possible, in the transportation of Department Offenders to and from other facilities in surrounding counties, to include placing Department Offenders on County transportation during regularly-scheduled trips.

Section 3.3.3 County Transport Costs. The Department agrees to reimburse the County for all reasonable costs incurred by the County for its transports of Department Offenders requested by the Department, unless the Department Offender is transported by the County during the County's regularly scheduled trip.

Section 3.3.4 Department Transportation to Department Facilities. The Department agrees to provide the County a minimum of 24 hours written notice prior to transporting a Department Offender from a Facility. The Department shall be responsible for the transportation of Department Offenders to and from Department facilities.

Section 3.4 **Return of Department Offenders.**

Section 3.4.1 Return of Department Offenders to Department. The Department may demand that a Department Offender be returned to Department custody at any time. These Offender returns will be at the Department's expense unless the Department Offender is transported by the County during a County's regularly scheduled trip to the scheduled location.

Section 3.4.2 County's Return of Department Offenders. The County may request to return a Department Offender to the Department, at any time. The Department agrees to accept custody as soon as possible but not later than 7 days after receiving the County's request. If the County requests the Department Offender's return, and the Department cannot meet the County's timeframe, then the County may transport the Offender to the nearest Department designated location.

Section 3.4.3 Court's Return of Department Offenders. If a Court with competent jurisdiction orders a Department Offender be returned to the Department, then the Department agrees to accept custody as soon as possible, but

not later than three (3) days after receiving notice. The Department shall be responsible for the Department Offender's transportation to the nearest suitable Department designated location, unless the Offender can be transported by the County during the County's regularly-scheduled trip.

Section 3.5 **Return of Department Offender to the Community.** The County shall complete a national "Wants and Warrants" check on all Department Offenders prior to their release from custody. The County will notify the Department when Department Offenders are released to include notification when a Department Offender remains in custody due to charges and holds from other jurisdictions. The County will further notify the Department of a Department Offender's release from a Facility when any part of the Offender's stay involved a Department charge or violation. The Department Offender may be released directly from the Facility.

Section 3.6 **Jurisdiction.** Department Offenders placed in County custody are under the jurisdiction of the Department, however upon the Offender's placement at the Facility, the Department authorizes the County to assume custody. The Department agrees to provide the County with documentation of the County's authority to detain the Offender. The County agrees to notify the Department immediately, if and when non-department holds are placed on, closed or removed from Department Offenders.

Section 3.6.1 Upon transfer of the Offender to any other Facility, the County agrees to provide a copy of the authorization to hold the Offender on the Department's behalf.

Section 3.7 **Public Records.** Both parties agree to comply with Washington State's Public Records Act, RCW 42.56.040 through 42.56.570 (act). The act requires each party to make available for inspection and copying nonexempt "public records." A "public record" includes any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the party in accord with RCW 42.56.070(1).

Section 3.8 **Medical Care.** It is the intent of the parties that Department Offenders in the County's custody receive safe, appropriate and cost-effective medical care consistent with the Department's Offender Health Plan.

Section 3.8.1 County Responsibilities

3.8.1.1 The County agrees to provide Department Offenders In-Facility care identical to the care provided to Inmates. The County agrees to provide Department Offenders twenty-four (24) hour access to emergent medical care. The County agrees to provide the most cost-effective, medically appropriate method of transportation and security for all Department Offenders taken out of a Facility for in-county emergent and non-emergent medical appointments.

3.8.1.2 The County agrees to obtain pre-authorization through the Department's Utilization Management Office for all Extraordinary Medical Care beyond what is normally available under this Agreement through a Facility's infirmary and mental health units for which the Premium rate is paid. In an emergency, when pre-authorization is not feasible, the County agrees

to notify the Department, as soon as possible, but not later than 4 hours after transporting the Department Offender to the nearest emergency room or other medical facility and before any hospital admission.

3.8.1.3 The County agrees to be financially responsible for all unauthorized, non-emergent and non-medically necessary health care provided to Department Offenders.

3.8.1.4 The criteria for confining Department Offenders to the infirmary or mental health unit, and the services provided therein, shall be consistent with the requirements of the Department's Offender Health Plan.

Section 3.8.2 Department Responsibilities:

3.8.2.1 The Department shall complete the necessary County forms when placing Department Offenders into a Facility. Department Offenders may be rejected by the County for placement where pre-booking screening indicates injury, disease, or mental illness beyond the ability of the Facility to treat, or where the condition presents a danger of harm to the Department Offenders, Inmates, or County staff.

3.8.2.2 The Department may, at its option, request the return of a Department Offender for medical reasons. The Department's financial responsibilities under this Agreement terminate when the Department takes custody of the Offender or when the Department's hold or detainer is no longer valid, whichever is earliest.

Section 3.8.3 Extraordinary Medical Care

3.8.3.1 The Department agrees to be financially responsible for all pre-authorized or emergency Extraordinary Medical Care provided to Department Offenders that is consistent with this Agreement.

3.8.3.2 The Department is not obligated to reimburse the County for Extraordinary Medical Care provided to a Department Offender without the Department's pre- authorization or in an emergency, within the agreed timeframe specified in paragraph 3.8.1.2.

3.8.3.3 Pharmaceuticals provided as part of Extraordinary Medical Care must be pre-authorized by the Department's Utilization Management Office. The County may require Department Offenders to submit co-pay for medications.

3.8.3.4 Medical Billing: County costs incurred for Department Offender medical care not included in the Base Rate will be reimbursed by the Department consistent with this Agreement. The County agrees to bill the Department monthly, itemized medical bills should be sent electronically to: DOCHQMedicalRAB@DOC1.WA.GOV. The itemized reimbursement claims must contain the Offender's name and DOC number, attached supporting documentation of the service provided that includes; the date of service, the name of the Practitioner that ordered the service, details of

the service/item(s) provided, the pharmaceuticals provided, the facility(s) that provided the service(s). The County agrees to submit itemized billing statements electronically to the Department for reimbursement and data collection purposes.

The County also agrees to submit itemized bills for medical services as soon as possible but in no event later than twelve (12) months after the date of service.

Section 3.8.4 Safe Transfer of Care

3.8.4.1 When transferring custody of a Department Offender to the Department the County shall provide the Department with the Offender's medical record. This shall include the Offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the In-Facility care provided, and the Facility health staff contact information.

3.8.4.2 If the County transfers a Department Offender to any other facility, the County agrees to provide a copy of the Department's authorization to hold the Offender to the receiving facility.

3.8.4.3 When transferring custody of a Department Offender the Department agrees to transport with the Offender, any applicable: medical records, and current care instructions, an appropriately labeled 5-day supply of the Offender's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the Offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

Section 3.8.5 Medical Care Utilization Review: The County agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department Offenders.

Section 3.9 **Notification of Release Date.** The Department agrees to calculate Department Offender's release date and notify, when possible, the Offender of his/her release date. The Department also agrees to notify the County, in writing, of the Department Offender's release date. The County will not release Department Offenders prior to the Department calculated release date. The County also agrees to notify the Department when a Department Offender is not released due to other jurisdictions' charges or holds and will not charge the Department per diem or Premium Rates when the Department Offender remains in custody due to other jurisdictions' charges and holds.

Section 3.10 **Agreement Coordinator.** Each party agrees to identify a coordinator who is responsible for administering the Agreement on behalf of that party. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the other party in writing of the alternate contact person during the coordinator's absence.

Section 3.11 <u>Billing.</u>

Section 3.11.1 No compensation shall be due either party for the reciprocal bed use detailed in Section 3.2 of this Agreement.

Section 3.11.2 The Base Rate will be eighty five dollars ($85.00) per Offender Day per Department Offender. The County agrees to bill monthly for the actual bed days used in the preceding month. The County also agrees to submit itemized bills to the Department in electronic spreadsheet format that includes the Offender name, DOC number, Date of Birth, and dates the Offender was held under the Department's authority.

Section 3.11.3 In addition to the rates noted elsewhere in this section, the Department will pay the county a Premium Rate for Department Offenders held in the infirmary, the psychiatric unit, or other psychiatric housing.

3.11.3.1 For every Department Offender housed in the infirmary on a given day, the Department shall pay an additional Premium Rate for medical care per inmate per day as detailed in Exhibit 1. If the number of Department Offenders housed in King County infirmary exceeds 10 per day, King County will contact the Department.

3.11.3.2 For every Department Offender housed in the Psychiatric unit on a given day, the Department shall pay an additional Premium Rate for psychiatric care per inmate per day as detailed in Exhibit 1. If the number of Department Offenders housed in King County psychiatric unit exceeds 10 per day, King County will contact the Department.

3.11.3.3 For every Department Offender housed in other psychiatric housing on a given day, the Department shall pay an additional Premium Rate for other psychiatric care per inmate per day as detailed in Exhibit 1. If the number of Department Offenders housed in King County other psychiatric care exceeds 20 offenders per day, King County will contact the Department.

3.11.3.4 The rates of compensation in this section 3.11.3 will be increased at the beginning of 2017 and 2018 in accordance with the methodology described in Exhibit 1.

Section 3.11.4 In addition to the rates noted elsewhere in this Section, the Department shall pay the County an additional Premium Rate per hour for each officer assigned to offsite hospital watch a Department Offender at a hospital or other medical facility as detailed in Exhibit 1. This charge will apply for all time spent transporting a Department Offender to and from a hospital or other medical facility and offsite hospital watch of a Department Offender while at a hospital or other medical facility. The rate of compensation found in this section 3.11.4 will be increased at the beginning of 2017 and 2018 in accordance with the methodology described in Exhibit 1.

Section 3.11.5 In addition to the rates noted elsewhere in this Section, the Department shall reimburse the County for Extraordinary Medical Care consistent with the section 3.8.3.

Section 3.11.6 The County shall transmit billings to the Department monthly. The County also agrees to submit itemized bills to the Department in electronic spreadsheet format that includes the Offender name, DOC number, Date of Birth, and dates the Offender was held under the Department's authority. The Department shall pay any undisputed portion of the bill within thirty (30) days after receipt; thereafter interest shall incur.

3.11.6.1 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings, not to exceed one percent (1%) monthly, on any undisputed billing amount not paid by the Department within thirty (30) days of receipt of the billing.

3.11.6.2 Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

3.11.6.3 Billings to the Department for Extraordinary Medical Care will be processed monthly and may include charges for services rendered prior to the billing month.

Section 3.12 **Use of Facilities.** The County agrees to provide Department staff and officers suitable facilities for conducting Department Offender hearings and reviews, Monday through Friday during normal business hours, and at other times upon written notice. The room provided must have sufficient space to safely and efficiently conduct Department hearings and reviews. Sufficient space means that the room provided must be of a size sufficient to accommodate at least three people and must be equipped with overhead lighting, at least one electrical power/outlet, a desk, three chairs, and a working telephone with a line able to dial phone numbers outside the Facility. Where possible the County agrees to provide a means for contacting County staff during the hearing; if a "panic button," or other method is not available, the County agrees to ensure Offenders remain restrained during Department hearings and reviews.

Section 3.13 **Inspections.** The County agrees to allow the Department and its agents to inspect and audit the County's Facility(s) upon reasonable advance notice. The inspection/audit may include, but is not limited to: reviewing expense reports, interviewing Department Offenders and reviewing hard copies of Department Offender medical records.

Section 3.14 **Offender Programs.** Department Offenders will have the same access to programs provided to Inmates housed in a Facility. Should the Department elect to provide additional programs for its Offenders, at its expense, the County agrees to provide workspace to conduct those programs, provided that such space is available and not being used by the County.

Section 3.15 **Orientation.** Upon a Department Offender's arrival at a Facility, the County agrees to fingerprint, conduct an NCIC check and provide an orientation for the Offender as if

the Offender were a County Inmate. This orientation must include the Facility's: 1) Requirements for work; 2) Facility rules and disciplinary procedures; 3) Medical care availability; and 4) Visitation rules. The Department will advise Department Offenders of the requirement to follow the rules of the Facility.

Section 3.16 Clothing.

Section 3.16.1 The County agrees to launder, repair, and replace County-issued clothing during the Department Offender's incarceration at the Facility. The County also agrees to issue a minimum of one (1) set of clothing to each Department Offender upon admission and clean clothing and bedding will be issued to the Department Offender on a weekly basis thereafter.

Section 3.16.2 The County agrees to provide work clothing and equipment appropriate to the Offenders' assignment, as if they were Inmates.

Section 3.16.3 The County agrees to provide Department Offenders returned to the Department from a Facility the allotted amount of Offender clothing authorized by the Department.

Section 3.17 Transferable Items. The County agrees to provide the Department with a list of allowable items that may be transferred with a Department Offender.

Section 3.18 Compensation for Work. The County agrees to provide Department Offenders who participate in County employment the same reimbursement, if any, as Inmates performing similar work.

Section 3.19 Discipline. The County may discipline Department Offenders in accordance with the County's rules and disciplinary procedures. The County agrees to notify the Department as soon as possible but not later than 72 hours after disciplining a Department Offender whose conduct resulted in the Offender receiving County discipline or a referral for charges. In such cases, the Department reserves the right to determine if the Offender's misconduct should also be addressed through the Department's violation and hearing processes. The County reserves the right to refer a Department Offender's misconduct for new charges and the right to move Department Offenders to more secure housing within the Facility consistent with the County's policies, procedures and prudent Facility management practices. The County may require the Department to retake any Offender whose behavior requires segregated or protective housing. The Department may request a Department Offender be returned to the Department if the Offender's behavior or health requires segregated or protective housing.

Section 3.20 Facility Operations. The County agrees to manage Department Offenders consistent with the management of Inmates and in accordance with the law. The County agrees to maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and Department Offenders and to reasonably carry out the provisions of this Agreement.

Section 3.21 Religious Opportunity. The County agrees to provide Department Offenders the same space and opportunity for religious services as provided to Inmates.

Section 3.22 Telephone. The County agrees to provide Department Offenders access to

telephone services consistent with telephone services provided to Inmates.

Section 3.23 **Commissary and Mail.** The County agrees to provide Department Offenders commissary and mail services consistent with commissary and mail services provided to Inmates.

Section 3.24 **Offender Funds.** The County agrees to administer Department Offender funds consistent with the fund administration provided to Inmates. If, by mutual agreement, the County agrees to house Department Offenders that are non-violators, the County then agrees to administer Department Offender funds to include the appropriate accounting process to accommodate statutorily mandated deductions.

Section 3.25 **Visitation.** The County agrees to provide Department Offenders visitation opportunities consistent with those that are provided to Inmates.

Section 3.26 **Grievance Procedures.** The County agrees to handle initial Department Offender grievances consistent with the County's grievance procedures. The Department agrees to handle appeals or additional reviews of Department Offender grievances.

Section 3.27 **Access to Legal Services.** The County agrees to provide the Department Offenders opportunity to access legal materials or his/her attorney at the Facility in accordance with security and operating needs and consistent with access granted to Inmates. The Department will provide a mechanism for Department Offenders to access additional legal materials from the Department.

Section 3.28 **Death of an Offender.** The County agrees to promptly notify the Agreement Coordinator telephonically of any Department Offender's death. The County also agrees that the Offender's death shall be reviewed by the coroner of the local jurisdiction pursuant County policies and procedures. The County also agrees to provide the Department copies of the Department Offender's file and medical records.

Section 3.29 **Escape of an Offender.** The County agrees to immediately notify the Agreement Coordinator telephonically if a Department Offender escapes. The County also agrees to immediately notify all local law enforcement agencies.

Article IV
COUNTY EMPLOYEES

Section 4.1 **Independent Contractor.** Each party agrees to perform its duties hereunder as an independent contractor and not as an employee. Neither the County nor any agent or employee of the County shall be deemed to be an agent or employee of the Department. Neither the Department nor any agent or employee of the Department shall be deemed to be an agent or employee of the County. The County agrees to pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Agreement. Neither the County nor the Department shall have authorization, express or implied to bind the other to any agreements, liability or understanding except as expressly set forth herein.

Section 4.2 **Personnel.** The County agrees to retain sufficient personnel to deliver twenty-four (24) hour care and supervision to Department Offenders, consistent with County policy and law, as well as administrative and support service personnel for the overall operation of the

Facility. Prior to employment at the Facility, the County agrees to subject all applicants to a thorough background check.

Section 4.3 **Training.** Each Party agrees to train their employees in accordance with its policies and the law. Each Party also agrees to be responsible for all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors or assignees incurred in connection with the training.

Article V
PREA COMPLIANCE

Section 5.1 **Compliance.** The Department, and the County agree to maintain zero tolerance toward all forms of sexual abuse and sexual harassment and to ensure that all of the Department's or County's employees, vendors and volunteers who have contact with Department Offenders or Inmates, under section 3.2 of this Agreement, comply with all federal and state laws regarding sexual misconduct, including but not limited to:

Section 5.1.1 The Prison Rape Elimination Act of 2003 (PREA);

Section 5.1.2 The standards for adult prisons and jails or community confinement facilities, whichever is applicable, as promulgated by the United States Attorney General;

Section 5.1.3 RCW 72.09.225 or RCW 13.40.570, regarding sexual misconduct by state employees, contractors;

Section 5.1.4 RCW 9A.44.160, regarding custodial sexual misconduct in the first degree; and

Section 5.1.5 RCW 9A.44.170, regarding custodial sexual misconduct in the second degree.

Section 5.2 **Monitoring.** The Department and the County agree to monitor compliance with federal PREA standards for their own facilities. The Department and the County also agree to allow the other party to audit their compliance with PREA standards for their facilities used to provide services under this Agreement. Auditing may include: site visits, access to facility data, and review of applicable documentation.

Section 5.3 **Termination.** Either party may terminate this Agreement should the other party elect to discontinue pursuit of PREA compliance; or should the other party be found in noncompliance through a PREA audit and fail to cure such noncompliance within the identified time-frames; or should the other party be found to be in egregious violation of PREA.

Article VI
INDEMNIFICATION

Section 6.1 The County agrees to indemnify and hold harmless the Department and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of

any negligent action or omission of the County, its officers, agents, employees, vendors and volunteers or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Department, the County agrees to defend the same at its sole cost and expense; provided, that, the Department retains the right to participate in said suit if any principle of governmental or public law is involved. Said participation shall not compromise the ability of the County to settle the suit if it deems that course advisable. If final judgment be rendered against the Department, its officers, agents, and employees, or any of them, or jointly against the Department and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

Section 6.2 The Department agrees to indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the Department, its officers, agents, and employees, or any of them related to the services provided under this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Department agrees to defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved. Said participation shall not compromise the ability of the "Department" to settle the suit if it deems that course advisable. If final judgment is rendered against the County, its officers, agents, and employees, or any of them, or jointly against the County and the Department and their respective officers, agents, and employees, or any of them, the Department agrees to satisfy the same.

Section 6.3 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Department from any liability or responsibility, which arises in whole or in part from the existence or effect of Department rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Department rule or regulation is at issue, the Department agrees to defend the same at its sole expense and if judgment is entered or damages are awarded against the Department, the County, or both, the Department shall satisfy the same, including all chargeable costs and attorney's fees.

Section 6.4 In executing this Agreement, the Department does not assume liability or responsibility for or in any way release the County from any liability or responsibility, which arises in whole or in part from the existence or effect of County rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County rule or regulation is at issue, the County agrees to defend the same at its sole expense and if judgment is entered or damages are awarded against the County, the Department, or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

Article VII
MISCELLANEOUS

Section 7.1 **Existing State Law.** This Agreement shall not be construed to alter the legal responsibilities of the County or the Department with regard to the legal and fiscal responsibility for confinement, care, and treatment of Department Offenders under state law.

Section 7.2 **Disputes.** Disputes between the parties may be submitted to arbitration if the

parties are unable to resolve any disputes arising hereunder through conference. No disputes may be submitted to arbitration without the agreement of both parties. Nothing in this section is intended to limit either party access to any and all courts of law of this state or country.

Section 7.3 **Equal Employment Opportunity.** The parties ascribe to the principles of equal employment opportunity. Neither is responsible for ensuring that the other is in compliance with equal employment statutes or policies.

Section 7.4 **Invalidity and Severability.** To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are several and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby.

Section 7.5 **Jurisdiction and Venue.** The laws of the State of Washington and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to the performance or interpretation of this Agreement shall be in the Superior Court in King County, Washington.

Section 7.6 **Scope of Agreement.** This Agreement and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 7.7 **Compliance with Applicable Laws.** The parties agree at all times during the performance of their obligations of this Agreement, to strictly adhere to all applicable federal and state laws and regulations.

Section 7.8 **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party hereto.

Section 7.9 **Cooperation.** The parties agree that communication is important and will work collaboratively in an effort to provide services in a more effective and efficient manner.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Washington and the County of King.

KING COUNTY	STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS
_____	_____
Dow Constantine, DATE King County Executive	, Secretary DATE
Approved as to Form Only:	Approved as to Form Only
_____	_____
Deputy Prosecuting Attorney DATE	Assistant Attorney General DATE

EXHIBIT 1
Calculation of Premium Rates

Starting on the effective date of this Agreement, DOC shall pay the Premium Rates with such annual adjustments for inflation and other re-sets as described below.

The 2016 base year Premium Rates were developed and agreed upon by the parties during the negotiation of this Agreement. For 2017, the County will reset the Premium Rates under the terms of sections 2 and 3 below. For 2018, the 2017 Premium Rates will be inflated under the terms of section 2 below.

1. PREMIUM RATES

In addition to payment of the Base Rate, DOC shall pay Premium Rates associated with services provided to Department Offenders as described below. The types of services provided to a Department Offender associated with each Premium Rate, and a general description of each Premium Rate, is set forth below.

The Premium Rates described in paragraphs (a) – (d) below shall apply from January 1, 2016 through December 31, 2016.

a. **Infirmary Rate**. For Department Offenders housed in the infirmary, DOC shall pay an Infirmary Premium Rate of $**233.84** per day.

b. **Psychiatric Unit Rate**. For Department Officers housed in the psychiatric unit, DOC shall pay a Psychiatric Unit Premium Rate of **$267.26** per day which is calculated by adding together the housing rate in the Psychiatric Unit and the care rate to yield the total Psychiatric Unit Rate.

i. The housing component of the Psychiatric Unit Rate shall be $193.68.
ii. The care component of the Psychiatric Unit Rate shall be $ $73.58.

c. **Other Psychiatric Care Rate**. For Department Offenders housed in psychiatric housing units other than the psychiatric unit, DOC shall pay an Other Psychiatric Care Premium Rate of **$73.58** per Day.

d. **1:1 Offsite Hospital Watch Premium Rate**. The Offsite Hospital Watch Premium Rate is the charge imposed when an individual officer is assigned to a Department Offender at a hospital or other outside medical facility. The Offsite Hospital Premium Rate shall be **$65.66** per guard *for each hour* or portion thereof.

2. INFLATORS AND RESETS OF PREMIUM RATES

a. **Reset for Premium Rates starting January 1, 2017**. Using the 2016 adopted DAJD budget and applying the same allocation methodology as illustrated in Section 3 and then applying the inflators described in subsection 2.b. below the Premium Rates shall be reset for 2017. Budgeted Facility costs are the direct and indirect costs related to operating those County's Facilities, including without limitation health services, pursuant the adopted County Budget approved by the King County Council. By **August 15** of 2016, the County will provide DOC written notice including a detailed calculation of the

Premium Rates for 2017. The Department and the County shall promptly thereafter meet to review the information and will work in good faith to resolve any questions or issues by October 15, 2016.

b. **Inflators for 2018**. For 2018, the 2017 Premium Rates shall be inflated by the percentages described below. By **August 15** of 2017, the County will provide DOC written notice including a detailed calculation of the Premium Rates for 2018.

   i. **Housing and Off Site 1:1 Hospital Watch Premium Rates:** the following rates are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June, 2017) plus 1.5%, but shall in no event be lower than 1.5%:
      - Psychiatric housing component of the Psychiatric Unit Premium Rate
      - Offsite Hospital Watch Rate

   ii. **Medical and Psychiatric Care Premium Rates:** the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 3%, but shall in no event be lower than 3%:
      - Infirmary Rate
      - Other Psychiatric Care Rate

c. **Inflation Resets**. Notwithstanding the terms of Subsections 2.a and 2.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds 8% then, as part of the August 15 final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD budgeted Facility costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD budgeted Facility costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the rates listed in this Subsection 2.c for the following calendar year.

d. By way of illustration and without limitation:
   i. Year 2017 Premium Rates are determined by allocating the 2016 Budgeted Costs per the cost model in Section 3 and applying the inflators per Subsection 2.b.
   ii. Year 2018 Premium Rates are determined by applying the inflators to 2017 Premium Rates per Subsection 2.b.

3. ILLUSTRATION OF FEE AND CHARGE CALCULATIONS

The following calculations were used to determine the 2012 Premium Rates for the County's contracts with cities. This same method will be used for the 2017 reset described in Section 2.a. using the 2016 adopted budget and the inflators described in Section 2.b.

INFIRMARY (DAILY) PREMIUM RATE

PART I: CALCULATION OF THE 2011 INFIRMARY BASE PREMIUM RATE

	Based on 2011 Adopted Budget	**Budgeted Costs**
1	Jail Health Services (JHS) Infirmary Services Staffing Costs	1,332,615
2	JHS Infirmary Non-Staffing Costs	333,154
3	Total JHS Infirmary Costs	1,665,769
4	Average inmate days for the Infirmary (Location: Infirmary or successor location)	24.60
5	**JHS Infirmary Fee per inmate/day**	185.52

PART II: 2011 Costs inflated to 2012

4.5% Increase 2012	**$193.87**

NOTES:

1 2011 Budgeted wage and benefit costs for JHS staff who provided services to Inmates in the Infirmary. Costs are allocated to the Infirmary Premium Rate based upon the number of shifts scheduled in the Infirmary as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model.

2 2011 Budgeted costs for pharmaceuticals (including intravenous medications and supplies), medical supplies and medical equipment for Inmates in the Infirmary.

3 Total staffing and non-staffing cost used in calculation of daily average.

4 Budgeted inmate days for infirmary location or successor location.

5 This is the rate used for agencies whose fees were calculated using this model for 2012. In future years the inflator will be calculated as described in Section 5.b.

OTHER PSYCHIATRIC CARE PREMIUM RATE JAIL HEALTH SERVICES (JHS)

PART I: CALCULATION OF THE PSYCHIATRIC PREMIUM RATE

	Based on 2011 Adopted Budget	**Budgeted Costs**
1	JHS Psychiatric Services Staffing Costs	2,926,847
2	JHS Psychiatric Services Non-Staffing Costs	399,115
3	Total JHS Psychiatric Services Costs	3,325,962
4	Average inmate days for Inmates receiving Psychiatric Care Services	156.10
5	**JHS Psychiatric Services Fee per inmate/day**	58.37

PART II: 2011 Costs inflated to 2012

6	4.5% Increase 2012	**$61.00**

NOTES:

1 Budgeted wage and benefit costs for JHS staff who provided services to all psychiatric housing units. Costs are allocated to the Other Psychiatric Care Premium Rate based upon the number of shifts scheduled in psychiatric housing units as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model.

2 Budgeted costs for pharmaceuticals and medical supplies for Inmates in psychiatric housing.

3 Total staffing and non-staffing cost used in calculation of daily average..

4 Budgeted inmate days for Inmates receiving psychiatric care.

6 This is the rate for 2012. Future years the inflator will be calculated as described in Section 5.b.

PSYCHIATRIC UNIT HOUSING PREMIUM RATE

PART I: CALCULATION OF THE PSYCHIATRIC UNIT HOUSING COMPONENT OF THE PYSCHIATRIC UNIT RATE

	Based on 2011 Adopted Budget	**Budgeted Costs**
1	Direct Detention Staffing Costs	2,727,974
2	Overhead - County and DAJD Admin	322,440
3	Total Psychiatric Unit Housing Costs	3,050,414
4	Average inmate days for Psychiatric Unit Housing (7North location or successor location)	50.60
5	**Psychiatric Unit Housing Rate per inmate/day**	165.16

PART II: 2011 Costs inflated to 2012

6	3% Increase 2012	**$170.11**

NOTES:

1 Detention costs include staffing (salaries, benefits, and meals).

2 Overhead allocated based on proportionate share of the budgeted costs.

3 Budgeted inmate days for 7North Location or Successor Location.

6 This is the rate for 2012. Future years the inflator will be calculated as described in Section 5.b.

1:1 OFFSITE HOSPITAL WATCH (HOURLY)
PREMIUM RATE

PART I: CALCULATION OF THE 1:1 OFFSITE HOSPITAL WATCH (HOURLY) PREMIUM FEE

		2011 Est. Costs
1	Actual 1:1 Hospital Watch Costs	2,088,274
2	Overhead - County and DAJD Admin	246,829
3	Total 1:1 Hospital Watch Costs	2,335,103
4	Average Officers per day	4.76
5	1:1 Hospital Watch Cost/Day	1,343.67
6	**1:1 Hospital Watch Cost/Hour**	55.99

PART II: 2011 Costs inflated to 2012

7	3% Increase 2012	**$57.67**

NOTES:

1 Direct Detention Staffing Costs are determined using the following methodology
Actual 1:1 Hospital Watch Hours X Avg. CO Hourly Overtime Rate = Direct Staffing Costs
Avg. CO Hourly Overtime Rates is derived from the 2011 Essbase PSQ Salary file, taking the average Overtime hourly rate for a Corrections Officer, and increasing by 3% for Gun Qualification Premium.

2 Overhead is allocated based on proportionate share of the budgeted costs.

4 Calculation: 1:1 Hospital Watch Hours / # of days in year / 24 hours = Average Officers per day.

5 Calculation: Total cost in line 3 / (Average Officers per day x # of days in year).

6 Calculation: Total cost in line 5 / 24hrs.

7 This is the rate for 2012. Future years the inflator will be calculated as described in Section 5.b.

[Blank Page]

ATTACHMENT 2

May 6, 2016

The Honorable Joe McDermott
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember McDermott:

This letter transmits an ordinance that will enable King County to continue to provide jail services to the Washington State Department of Corrections (DOC) through December 31, 2018. The interagency agreement for jail services between King County and the DOC expired December 31, 2015.

The attached interagency agreement is substantially similar to agreements in past years. It continues a reciprocal provision that provides for additional work release space for County inmates in DOC facilities, in exchange for jail beds for DOC offenders. For the County, this agreement maintains a contracting partnership that cumulatively helps make use of existing jail space, provides a steady stream of revenue, and allows for additional work release beds.

This legislation aligns with the King County Strategic Plan Justice and Safety Goal by supporting safe communities and accessible justice systems; the Service Excellence Goal by delivering services that are responsive to community needs; and the Financial Stewardship Goal by exercising sound financial management and building King County's long-term fiscal strength.

Thank you for your consideration of this ordinance. This important legislation will help King County residents by supporting safe coimmunities.

If you have any questions, please feel free to contact William Hayes, Director, Department of Adult and Juvenile Detention, at 206-477-2801.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Carolyn Busch, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
William Hayes, Director, Department of Adult and Juvenile Detention

2015/2016 FISCAL NOTE

Ordinance/Motion: 2016XXXX
Title: 2016-2018 Interagency Agreement between King County and Wa. State Dept. of Corrrections
Affected Agency and/or Agencies: Department of Adult and Juvenile Detention
Note Prepared By: David Pierce
Date Prepared: March 28, 2016
Note Reviewed By: Jo Anne Fox
Date Reviewed:

Description of request:

An agreement for the purpose of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of Department Offenders in accord with the provisions of RCW 72.68.040.

Revenue to:

Agency		Fund Code	Revenue Source	2015/2016	2017/2018	2019/2020
General Fund / DAJD	910	10	33816	6,000,000	9,000,000	
TOTAL				**6,000,000**	**9,000,000**	**0**

Expenditures from:

Agency		Fund Code	Department	2015/2016	2017/2018	2019/2020
TOTAL				**0**	**0**	**0**

Expenditures by Categories

				2015/2016	2017/2018	2019/2020
TOTAL				**0**	**0**	**0**

Does this legislation require a budget supplemental? NO

Notes and Assumptions:
1. This Agreement commences on January 1, 2016 upon approval and signature by both parties and continues through December 31, 2018
2. Estimated billable ADP for 2016 is approximately 170 and 140 billable ADP for 2017/2018 .
3. Estimated Revenue are based on a daily billable rate of $85 effective 2016-2018, and premium rates that are inflated each year based on co methodology. The 2016 premium rates are as follows: Infirmary $233.84 per day, Psychiatric Unit $267.26 per day, Other Psychiatric Care $73 day, and One-on-One Guarding at $65.66 per hour, per Officer.

[Blank Page]

King County

Metropolitan King County Council
Law and Justice Committee

STAFF REPORT

Agenda Item:	7	**Name:**	Greg Doss
Proposed No.:	2016-0312	**Date:**	July 12, 2016

SUBJECT

A motion that authorizes the King County Sheriff's Office to accept a donation of a 2006 Achilles inflatable boat with a thirty-horse-power outboard motor and a tow trailer for the boat.

SUMMARY

The King County Sheriff's Office Marine Unit has personnel that are trained in Technical Animal Rescue (TAR) and have specialized knowledge and procedures for rescuing animals in water.

Ms. Barbara Kajiya has an expressed interest in animal rescue and has donated her 2006 Achilles inflatable boat to the King County Sheriff Office's Marine Unit to assist Deputies in animal and human rescues. The Boat has an estimated value of $6,000.

King County Code 2.80.010 requires that gifts, bequests and donations, of more than $2,000 must be accepted on behalf of King County by motion of the County Council. This motion would allow the KCSO Marine Unit to accept the boat and begin using it for rescues.

BACKGROUND

The King County Sheriff's Office (KCSO) provides law enforcement services for unincorporated King County as well as for over 40 other governmental agencies, including full service police services to 12 contract cities. In addition to providing patrol services, KCSO provides numerous specialty law enforcement services including an air support unit, marine unit, SWAT, major crime investigations, bomb disposal, major accident response and reconstruction and arson investigations. KCSO also performs other functions such as emergency 9-1-1 call receiving and dispatching, service of court orders related to civil court filings, issuing concealed weapons permits, and sex offender registration. KCSO is led by an independently elected Sheriff.

Marine Rescue Dive Unit:

The King County Sheriff's Office Marine Rescue Dive Unit (MRDU) deploys specially trained and equipped Deputies that are responsible for water related law enforcement, rescue and recovery work within the unincorporated areas of King County and cities/towns that contract for service. These areas include Puget Sound, Lake Washington, Lake Sammamish and numerous other lakes, ponds, rivers and streams throughout King County. The unit's primary goal is to promote safe, enjoyable water related recreation throughout King County.

Marine Rescue Dive Unit services include:

- Regular patrols by boat
- Marine related law enforcement (including Boating Under the Influence (BUI) investigation)
- Vessel/watercraft inspections
- Emergency response and rescue
- Vessel/watercraft firefighting and dewatering
- Vessel/watercraft accident investigation
- Drowning victim recovery
- Underwater evidence recovery
- Swift water river rescue
- Marine related oil spill response
- Public safety SCUBA diving
- Boater/water safety education (includes community and school events).

Deputies are trained and certified public safety SCUBA divers that often dive in waters with little to no visibility. In addition, Marine Unit personnel receive specialized training in evidence searches, drowning recoveries and underwater vehicle recoveries. Unit deputies utilize underwater cameras, metal detectors and a remotely operated underwater vehicle (ROV).

Swift Water Rescue: Deputies are also trained and certified in swift water river rescue, recovery and evidence collection. Deputies utilize special equipment to conduct rescues and recoveries in and around rivers. Deputies can be lowered by helicopter (hoist) into remote and hard to reach areas to effect a river or lake rescue or recovery.

Marine Rescue Dive Unit Deputies conduct regular training to remain proficient with diving, river, hoist and other related skills.

Primary MRDU Vessels The Sheriff's Office has vessels serving several of the county's waterways. The primary patrol boat on Lake Washington is a 38 foot aluminum boat custom built by Moose Boats and powered by twin 420 horsepower diesel engines with jet drives. This boat is equipped with radar, GPS, communications and firefighting and dewatering capabilities. It has an excellent platform for SCUBA diving and is a regional support platform for long term operations and recovery missions.

The primary patrol boat on Lake Sammamish is a 26 foot aluminum Pacific Skiff boat. This boat is equipped with radar, GPS, communications and firefighting and dewatering capabilities.

In addition, the Marine Unit has a patrol boat on Puget Sound which is a 41 foot boat built by SAFE Boats. This boat is equipped with radar, GPS, forward looking infrared (FLIR), communications and firefighting / dewatering capabilities. It can be utilized as an interdiction vessel and is a regional support platform for on-water tactical events.

The MRDU also has several smaller boats of various sizes and types that can be deployed to other bodies of water almost anywhere when needed.

ANALYSIS

Ms. Barbara Kajiya has an expressed interest in animal rescue and in 2006 attempted to donate her Achilles Inflatable Boat to Pasado's Safe Haven to be used as an animal rescue boat. Pasado's Safe Haven was not able to accept the donation.

Approximately three years ago, Ms. Kajiya donated her boat to the King County Sheriff's Office Marine Unit because the unit has personnel that are trained in technical animal rescue and have specialized knowledge and procedures for rescuing animals in water. The boat has been stored at the MRDU headquarters, but has been unavailable for use because the County Council has not formally accepted the donation.

The boat and trailer have a combined value of $6,000 and will complement the other equipment used by the marine unit. There is a potential for the Sheriff's Office to incur operations and maintenance costs to utilize the boat. KCSO budget staff have indicated that these costs will be negligible and funded within the Department's current appropriation. The boat will not be added to the Facilities Management Division's or KCSO's equipment replacement fund. Therefore, the Sheriff's Office will lose the functionality of the boat when it fails at some point in the future.

ATTACHMENTS:

1. Proposed Motion 2016-0312

[Blank Page]

KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

July 7, 2016

Motion

Proposed No. 2016-0312.1 **Sponsors** Dunn

A MOTION authorizing the King County sheriff's office to accept donations of a 2006 Achilles inflatable boat with a thirty-horse-power outboard motor and a tow trailer for the boat.

WHEREAS, Barbara Kajiya has an expressed interest in animal rescue and in 2006 attempted to donate an Achilles Inflatable Boat to Pasado's Safe Haven to be used as an animal rescue boat, and

WHEREAS, Pasado's Safe Haven was not able to accept the donation, and

WHEREAS, the King County sheriff's office marine unit has personnel that are trained in technical animal rescue and have specialized knowledge and procedures for rescuing animals in water, and

WHEREAS, the marine unit has performed a number of rescues, including the rescue of a single elderly woman with medical issues who was trapped in a flood in Skykomish and would not leave without her animal, and

WHEREAS, the boat and trailer have a combined value of $6,000 and will complement the other equipment used by the marine unit;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The King County sheriff's office is authorized to accept the donation of a 2006

Achilles inflatable boat with a thirty-horse-power outboard motor and a tow trailer for the boat.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: None

16-034

King County
Office of Performance, Strategy and Budget
Chinook Building
401 Fifth Avenue, Suite 810
Seattle, WA 98104

June 17, 2016

MEMORANDUM

TO: Joe McDermott, Chair, King County Council

FM: Jonathan Swift, Deputy Director, Office of Performance, Strategy and Budget

RE: Sex Offender Address and Residency Verification

Enclosed is a King County Grant Alert, advising Council of the department's intent to apply for the above-entitled Grant. There is no grant application due date; the potential award is of $685,750. If you have any questions, please contact Joe Lewis, at 206-263-2582.

cc: King County Councilmembers
Cliff Curry, Council Committee Staff
Patrick Hamacher, Senior Principal Legislative Analyst, BFM Staff
Anne Noris, Clerk of the Council
Andrew Bauck, Budget Analyst, Office of Performance, Strategy and Budget (PSB)
Lynn McKiernan Ngari, Grant Financial Officer, FBOD
Ayesha Kelly, Administrator, PSB
Jo Anne Fox, Budget Analyst, PSB

King County Grant Alert

Department	Sheriff's Office
Division	Criminal Investigations
Program	Registered Sex Offender Unit
Contact	Joe Lewis
Phone	206-263-2582

Sex Offender Address & Residency Verification
Preliminary project title

JUN 14 2016

REVIEW/APPROVAL

	Date Rec'vd	Date Appr'vd	Initials
Dept	8 JUN 16	"	JP
OBSP	6/14/16	6/17/16	AB
OBSP Control No.	16-034	AB	

BASIC GRANT INFORMATION

Grantor (list branch of government or private foundation)
Washington Association of Sheriffs and Police Chiefs

Application due date: No app - formula grant

Date award will be announced: 5/19/2016

Grantor's statement of intent in letting RFP
To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130

Potential King County budget impact

	2016	2017	2018	2019	2020
Potential award amount	342,875	342,875			
Required CX cash match	0	0			
Required other match	0	0			
Total potential value	$ 342,875	$ 342,875	$ 0	$ 0	$
% of total agency approp.	%	%	%	%	%
Possible FTE additions					

Award Maximums
Range of years covered: 2 $'s 685,750

Does this grant replace currently appropriated funds? [ ] YES [X] NO
If yes, **Amount** displaced: $
Source:

PRELIMINARY DESCRIPTION OF KING COUNTY PROPOSAL
See guidelines on reverse -- **summarize, then attach separate sheets if more detail is appropriate**

Increased sex offender monitoring and accountability/prosecution. This funding will preserve one project manager and one prosecutor position funded by previous awards from the same grant program.

Future Funding Liabilities (including sunsetting costs, if applicable -- see instructions): None

EXISTING POLICY/PLAN ENABLING THIS GRANT
See guidelines on reverse

King County Sheriff's Office Business Plan

IS COUNCIL ACTION DESIRED OR REQUIRED?

[ ] Implementation of this grant will require execution of an Interlocal Agreement

[ ] Either the application or implementation would benefit from Council pre-authorization (a transmittal of proposed legislation is forthcoming)

RSO 2016-2017 Grant Alert RSO 2015-2016 Page1.xlsx by ds as of 6/3/2016 1:33 PM

Preliminary Description

Provide a brief description of the activities you expect to propose in your application.
Increased sex offender monitoring and accountability/prosecution

Provide a brief description of the outcomes you expect to propose in your application.
Increased face-to-face contact/verification with registered sex offenders

Describe the nature and duration of any future funding liability.
None; however, if funding is not available for a subsequent funding cycle it will be the obligation of King County and participating cities to maintain this program.

Will temporary help be employed? Note: if permanent FTEs are anticipated, include estimated number.
Two employees have been funded by previous rounds of this funding source – one project manager and one prosecutor. No new positions are requested.

Will the County provide direct service or contract for service?
Both direct and contract services as the Prosecutor's Office and other police agencies in King County will be contracted to conduct prosecution and monitoring of sex offenders. The Sheriff's Office will be doing a piece of this work as well.

What target population will be served?
King County

Do you anticipate any opposition to the grant activities?
Sex offenders may push back from the added monitoring effort; however, the planned monitoring activities are to complete mandated monitoring requirements that were not previously being met.

What other departments, governments and/or community groups will be collaborated with?
King County Prosecutor's Office and King County Police Chiefs

What are the odds of receiving this grant?
Guaranteed

What are the implications of not applying for or not receiving this grant?
This funding is necessary to provide the financial assistance needed to fund activities that will allow the criminal justice system to maintain a base level of services and protection in King County's communities.

Are there implications for other jurisdictions (cities, other counties, state)?

Yes, this funding is available to supplement any King County city needing to meet a base level of service.

Existing Policy/Plan

Identify the plan/motion or ordinance that provides the policy support for this application.
King County Sheriff's Office Business Plan

Provide a brief description of the policy support.
To reduce crime and the fear of crime

For CIP projects, give project number and revenue source to be supplanted or supplemented by this grant.
Not applicable

16-035

King County
Office of Performance, Strategy and Budget
Chinook Building
401 Fifth Avenue, Suite 810
Seattle, WA 98104

June 17, 2016

MEMORANDUM

TO: Joe McDermott, Chair, King County Council

FM: Jonathan Swift, Deputy Director, Office of Performance, Strategy and Budget

RE: Staffing to Address Transit Security Needs and Transit Resource Officer Program

Enclosed is a King County Grant Alert, advising Council of the department's intent to apply for the above-entitled Grant. This grant application is due to grantor on 6/23/16 with a potential award of $4,339,501. If you have any questions, please contact Joe Lewis, at 206-263-2582.

cc: King County Councilmembers
Cliff Curry, Council Committee Staff
Patrick Hamacher, Senior Principal Legislative Analyst, BFM Staff
Anne Noris, Clerk of the Council
Andrew Bauck, Budget Analyst, Office of Performance, Strategy and Budget (PSB)
Lynn McKiernan Ngari, Grant Financial Officer, FBOD
Ayesha Kelly, Administrator, PSB
Jo Anne Fox, Budget Analyst, PSB

King County Grant Alert

Department	Sheriff's Office
Division	Metro Transit
Program	Transit Policing
Contact	Joe Lewis
Phone	206-263-2582

Staffing to Address Transit Security Needs & Transit Resource Officer Program
Preliminary project title

JUN 14 2016

REVIEW/APPROVAL

	Date Rec'vd	Date Appr'vd	Initials
Dept	10 JUN 16		
OBSP	6/14/16	6/17/16	
OBSP Control No.	16-035 AO		

BASIC GRANT INFORMATION

Grantor (list branch of government or private foundation)
USDOJ Community Policing Services (COPS)

Application due date	Date award will be announced
6/23/2016	9/30/2016

Grantor's statement of intent in letting RFP
This program assists law enforcement agencies to create and preserve sworn officer jobs and increase their community policing capacity and crime prevention efforts.

Potential King County budget impact

	2016	2017	2018	2019	2020
Potential award amount	$0	$333,333	$333,333	$333,333	$0
Required CX cash match	$0	$111,161	$76,345	$86,006	$134,300
Required other match	$0	$855,124	$534,418	$602,044	$940,101
Total potential value	$0	$1,299,618	$944,097	$1,021,384	$1,074,402
% of total agency approp.	%	%	%	%	%
Possible FTE additions		8.00			

Award Maximums
Range of years covered: 4 $'s 4,339,501

Does this grant replace currently appropriated funds? ☐ YES ☒ NO
If yes, **Amount** displaced: $
Source:

PRELIMINARY DESCRIPTION OF KING COUNTY PROPOSAL

See guidelines on reverse – **summarize, then attach separate sheets if more detail is appropriate**

See Page Two of the Grant Alert

Future Funding Liabilities (including sunsetting costs, if applicable -- see instructions): None (See Page Two of the Grant Alert)

EXISTING POLICY/PLAN ENABLING THIS GRANT

See guidelines on reverse

King County Sheriff's Office Strategic Business Plan

IS COUNCIL ACTION DESIRED OR REQUIRED?

☐ Implementation of this grant will require execution of an Interlocal Agreement

☐ Either the application or implementation would benefit from Council pre-authorization (a transmittal of proposed legislation is forthcoming)

Preliminary Description

Provide a brief description of the activities you expect to propose in your application.
This grant will allow funds to be used to hire up to eight (8) new positions. Seven positions will be revenue backed by King County Department of Transportation Metro Transit. Deputies will be assigned to the Metro Transit Police Division within the Sheriff's Office. The eighth position will be a new Sheriff's Office position as a digital forensics investigator. The budget impact described on Page One assumes that funding for eight positions becomes available at the beginning of September 2016 and positions are filled on or around the beginning of 2017. The required "cash match" listed on Page One applies to the Sheriff's Office contribution for the digital forensic investigator position. "Other match" indicates KCDOT's obligation for transit deputy positions.

Note: This is new revenue into the General Fund. An applicant may not reduce its existing current fiscal year budget for sworn officers just to take advantage of the COPS Hiring Program (CHP) Grant. Any budget cut must be unrelated to the receipt of CHP grant funds to avoid a violation of the COPS statutory nonsupplanting requirement.

Provide a brief description of the outcomes you expect to propose in your application.
Seven (7) transit deputy positions will support the following Metro transit system security needs:

- Allow for deployment that aligns with increased security incidents on the Metro Transit system;
- Add deputies to create a new Transit Resource Officer Program that was extremely successful during pilot testing as an effort to address crime and the fear of crime;
- Enables further engagement with local law enforcement to support transit security;
- Supports increased partnerships, problem solving, prevention, school education on transit ridership and "Riding Right" to support Equity and Social Justice efforts.

One (1) detective position to address a variety of digital forensic needs, including

- Identification of evidence of computer crimes such as
  - theft and sabotage of data;
  - unlawful access of data and systems;
  - fraudulent use of bank, credit, and telecommunications accounts;
  - trafficking of pornography.
- Prepare and present reports of findings, provide expert testimony, and perform a variety of crime laboratory duties.
- Work with prosecutors and others to prepare cases for trial.
- Work with and/or assist other agencies (Local, State, and Federal).
- Train and instruct other employees as necessary.

Describe the nature and duration of any future funding liability.

The initial and ongoing impact to the General Fund for these positions is related to

1. a required 12-month retention of each position in the fourth year is required by the grant.
2. one-time purchases of equipment (i.e., vehicles and radios) are included for startup.
3. ongoing personnel, equipment, and training costs for the computer forensic position – the transit positions are revenue backed by KCDOT Metro Transit.

Note: To comply with the retention requirement of the grant, King County must maintain all awarded officer positions to its law enforcement budget with state and/or local funds for at least 12 months at the conclusion of 36 months of federal funding for each position, over and above the locally funded sworn force baseline. The purpose of the grant is to increase the total number of sworn officer positions that would have otherwise existed in the absence of the grant.

Will temporary help be employed? Note: if permanent FTEs are anticipated, include estimated number.
8 permanent FTEs.

Will the County provide direct service or contract for service?
Direct

What target population will be served?
King County, including commuters from neighboring cities and counties

Do you anticipate any opposition to the grant activities?
None

What other departments, governments and/or community groups will be collaborated with?
Various community groups, such as Unincorporated Area Councils, will likely be aware of our intent to request federal assistance to increase staffing and service.

What are the odds of receiving this grant?
About 10% or less

What are the implications of not applying for or not receiving this grant?
As need increases, there will be a continued decline in proactive, response, and investigative services

Are there implications for other jurisdictions (cities, other counties, state)?

Metro Transit's policing service area provides service to over 2.1 million people. It consists of the entire geographic area of King County, portions of Snohomish County, and Pierce County. Metro Transit Police will also respond and/or provide service within the 39 jurisdictions within King County.

Existing Policy/Plan

Identify the plan/motion or ordinance that provides the policy support for this application.
King County Sheriff's Office Strategic Business Plan

Provide a brief description of the policy support.
Goal: Reduce crime and the fear of crime

For CIP projects, give project number and revenue source to be supplanted or supplemented by this grant.
Not applicable

Rate for entry level Officer for Year 2017-2019 based on 2016 contract , estimated 3% COLA, and step increases					
	2016 (step one)	2017 (step one)	2018 (step two)	2019 (step three)	2020 (step four)
Regular earnings per month	$5,225.85	$5,330.37	$6,093.11	$6,767.19	$7,221.57
Patrol Premium per month	$0.00	$0.00	$60.94	$67.67	$72.22
Total Monthly Earnings	**$5,225.85**	**$5,330.37**	**$6,154.05**	**$6,834.86**	**$7,293.79**
Add: Employer paid benefits					
Fica @ .062	$324.00	$330.48	$381.55	$423.76	$452.21
FicaMed @ .0145	$75.77	$77.29	$89.23	$99.11	$105.76
Medical/Dental Benefits (Flex Benefits)	$1,465.00	$1,494.30	$1,524.19	$1,554.67	$1,585.76
Industrial Insurance (87.000 hours x 2 x 0.846 [2016], 0.871 [2017], 0.871 [2018], 0.906 [2019 w/4% increase]), 0.924 [2020 w/2% increase]	$147.20	$151.55	$151.55	$157.64	$160.78
Retirement @ .0523	$273.31	$278.78	$321.86	$357.46	$381.46
Total Monthly Benefits	**$2,285.29**	**$2,332.40**	**$2,468.38**	**$2,592.64**	**$2,685.98**
Total Monthly Earnings Plus Benefits	**$7,511.14**	**$7,662.77**	**$8,622.43**	**$9,427.50**	**$9,979.77**
Total Annual Earnings Plus Benefits		**$91,953.22**	**$103,469.12**	**$113,129.98**	**$119,757.21**

Quartermaster		2,000.00			
BLEA/New Hire		6,331.00			
Auxiliary equip		7,500.00			
Laptop		2,500.00			
Car (detective)		28,000.00			
Car (patrol)		39,000.00			
Fleet (detective)		7,109.00	7,109.00	7,109.00	7,109.00
Fleet (patrol)		12,336.00	12,336.00	12,336.00	12,336.00
Radio		2,207.00	2,207.00	2,207.00	2,207.00
Total Annual One-Time and Ongoing Costs - DETECTIVE		**55,647.00**	**9,316.00**	**9,316.00**	**9,316.00**
Total Annual One-Time and Ongoing Costs - PATROL		**71,874.00**	**14,543.00**	**14,543.00**	**14,543.00**
Total annual - one detective position		$147,600.22	$112,785.12	$122,445.98	$129,073.21
Minus annual grant credit - one position		41666.66	41666.66	41666.66	0
Annual General Fund contribution - one position		$105,933.56	$71,118.46	$80,779.32	$129,073.21
Total annual - seven patrol positions		$1,146,790.53	$826,084.85	$893,710.85	$940,101.49
Minus annual grant credit - seven positions		291666.66	291666.66	291666.66	0
Annual Metro contribution - seven positions		$855,123.87	$534,418.19	$602,044.19	$940,101.49
Annual - eight positions		$1,294,390.75	$938,869.97	$1,016,156.83	$1,069,174.70
Minus annual grant credit - eight positions		333333.33	333333.33	333333.33	0
Annual combined county contribution - eight positions		$961,057.42	$605,536.64	$682,823.50	$1,069,174.70
CHP total funding	$1,000,000.00				
Total local match (Metro + KCSO)	$3,318,592.26				
Total grant + match	$4,318,592.26				

[Blank Page]