



## Public Safety Committee

### Agenda

Chair - Toni Troutner  
Bill Boyce- Les Thomas  
**Tuesday, June 11, 2019**  
**4:30 p.m.**

| <u>Item</u> | <u>Description</u>  | <u>Action</u> | <u>Speaker</u>               | <u>Time</u> |
|-------------|---|---------------|------------------------------|-------------|
| 1.          | Call to Order   |               | Chair                        | 01 MIN.     |
| 2.          | Roll Call   |               | Chair                        | 01 MIN.     |
| 3.          | Changes to the Agenda   |               | Chair                        | 01 MIN.     |
| 4.          | Approval of April 9, 2019 Minutes                             | YES           | Chair                        | 05 MIN.     |
| 5.          | Traffic Safety Grant  | NO            | Sara Wood                    | 05 MIN.     |
| 6.          | Ordinance Amending Ch. 9.02 KCC - "Criminal Code" - Recommend | YES           | Ify Canfield                 | 10 MIN.     |
| 7.          | Federal Way Jail Services Contract                            | YES           | Assistant Chief Jarod Kasner | 10 MIN.     |
| 8.          | Chief's Update  |               | Chief Rafael Padilla         | 10 MIN.     |
| 9.          | Adjournment   |               | Chair                        | 01 MIN.     |

Unless otherwise noted, the Public Safety Committee meets at 4:30 p.m. on the second Tuesday of each month in the Kent City Hall, Council Chambers East, 220 Fourth Avenue South, Kent, WA 98032.

For additional information please contact Jalene King at 253-856-5890 or via email at [JKing@KentWA.gov](mailto:JKing@KentWA.gov).

Any person requiring a disability accommodation should contact the City Clerk's Office at 253-856-5725 in advance. For TDD relay service call Washington Telecommunications Relay Service at 7-1-1.



Pending Approval  
Public Safety Committee  
CC PS Regular Meeting Minutes  
April 9, 2019

**Date:** April 9, 2019  
**Time:** 4:30 p.m.  
**Place:** Chambers East  
**Attending:** Toni Troutner, Committee Chair  
Bill Boyce, Councilmember  
Les Thomas, Councilmember

**Agenda:**

1. **Call to Order 4:30 p.m.**
2. **Roll Call**

| Attendee Name | Title           | Status  | Arrived |
|---------------|-----------------|---------|---------|
| Toni Troutner | Committee Chair | Present |         |
| Bill Boyce    | Councilmember   | Present |         |
| Les Thomas    | Councilmember   | Present |         |

3. **Changes to the Agenda**
4. **Approval of Minutes dated March 12, 2019**  
**MOTION: Move to approve the Minutes dated March 12, 2019**

|                  |                             |
|------------------|-----------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Bill Boyce, Councilmember   |
| <b>SECONDER:</b> | Les Thomas, Councilmember   |
| <b>AYES:</b>     | Troutner, Boyce, Thomas     |

5. **Chief's Update**

Chief Padilla presented an analysis of the pursuits in 2018. Pursuits are up 27% to 119 total. Chief Padilla believes this has a direct correlation to the number of vehicle thefts in the area. Pursuits for lesser crimes are down 6%. 61% of pursuits happen at night and 68% are terminated by the officer or the sergeant. 24% of pursuits ended in collision. 10 hour block training is coming up this summer at Pacific Raceways.

Chief Padilla announced:

- A new Parking Enforcement Officer will be starting on 4/16 and should be trained within two weeks. One more position is authorized.
- Councilmember Thomas suggested a parking sticker for business employees so they don't have to move their car.
- The business watch program has started up again.
- Community Meeting 4/18 at the Training Center at 7pm. Topic: Body Worn Cameras.

Minutes Acceptance: Minutes of Apr 9, 2019 4:30 PM (OPEN SESSION)

- Coffee with the Chief 4/25 at 9am at Joe's Deli.
- Community Forum on I-940 5/2 @ The Senior Center at 6:30pm.

Council President Boyce asked about the status of the take home car program. The last 14 cars are getting outfitted and should be here in 6-8 weeks.

**6. Adjournment 4:46 p.m.**

*Jalene King*

Committee Secretary



**POLICE DEPARTMENT**  
Rafael Padilla, Police Chief

220 Fourth Avenue South  
Kent, WA 98032  
253-852-2121

**DATE:** June 11, 2019  
**TO:** Public Safety Committee  
**SUBJECT:** **Traffic Safety Grant**

**SUMMARY:** Traffic Safety Grant Emphasis

**SUPPORTS STRATEGIC PLAN GOAL:**  
Thriving City, Evolving Infrastructure

**RECOMMENDED BY:** Rafael Padilla



**POLICE DEPARTMENT**  
Rafael Padilla, Police Chief

220 Fourth Avenue South  
Kent, WA 98032  
253-852-2121

**DATE:** June 11, 2019  
**TO:** Public Safety Committee  
**FROM:** Law Department  
**SUBJECT:** **Ordinance Amending Ch. 9.02 KCC - "Criminal Code" - Recommend**

**MOTION:** Recommend Council adopt an ordinance amending the Criminal Code found in Chapter 9.02 of the Kent City Code to adopt by reference new misdemeanor crimes enacted by the state Legislature in 2019; and to adopt other applicable state laws that were not previously adopted by specific reference.

**SUMMARY:** Generally speaking, cities have the responsibility to enforce and prosecute misdemeanor<sup>1</sup> and gross misdemeanor<sup>2</sup> crimes that occur within their respective city limits. However, the city of Kent can only enforce and prosecute through its Municipal Court those crimes or civil infractions that Kent has expressly adopted by ordinance, either comprehensively through individual creation and adoption, or by reference to a state statute. While Kent has adopted some Kent-specific crimes<sup>3</sup>, the majority of its criminal code is adopted by reference to state crimes and enacted by the state Legislature.

During its 2019 session, the state Legislature adopted a number of new laws, including firearm security and storage—requirements for dealers, and new crimes related to unsafe storage of a firearm. Before these state laws may be applied and enforced locally through the Kent Municipal Court, they must be adopted by the City Council and incorporated into the Kent City Code.

Additionally, in preparing this ordinance, staff compared Ch. 9.02 KCC with the Revised Code of Washington ("RCW") to adopt other applicable state laws that were not previously adopted by specific reference.

**BUDGET IMPACT:** None

**ATTACHMENTS:**

<sup>1</sup> A misdemeanor crime involves a maximum penalty of 90 days in jail and a \$1,000 fine.

<sup>2</sup> A gross misdemeanor crime involves a maximum penalty of 364 days in jail and a \$5,000 fine.

<sup>3</sup> Disorderly conduct, obstruction, tampering or interfering with property of another, public disturbance, etc.

1. 9.02 Amendments 2016 2017 2018 Legislative Sessions (PDF)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** of the City Council of the City of Kent, Washington, amending Chapter 9.02 of the Kent City Code, entitled "Criminal Code," to: (i) adopt by reference new civil infractions and misdemeanor crimes enacted by the state Legislature during its 2016, 2017 and 2018 sessions for application and enforcement in the City of Kent; and (ii) make other housekeeping amendments to the criminal code to update changes made to the Revised Code of Washington titles, adopt other misdemeanor crimes that were not previously adopted by specific reference and adopt Class C felony crimes that may be used as a basis to support the crime of criminal attempt or criminal conspiracy, which is punishable as a gross misdemeanor.

**RECITALS**

A. During its 2016, 2017 and 2018 legislative sessions, the Washington State Legislature adopted a number of bills that added new criminal provisions to the Revised Code of Washington ("RCW").<sup>1</sup> The Kent City Code has adopted by reference a number of state law provisions for application and enforcement in the City of Kent. Once a state law is adopted by reference into the Kent City Code, that reference is sufficient for subsequent amendments the Legislature may make to that state law

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<sup>1</sup> These bills included new pre-trial release conditions, infraction penalties for dog tethering in unsuitable conditions, and new crimes related to cybercrime; removal of unauthorized persons from certain premises; false swearing; extreme risk protection orders; and knowingly failing to register an off-road vehicle and snowmobile.

provision. However, because the Legislature adopted legislation that created new crimes that didn't previously exist, it is necessary to amend the Kent City Code to similarly adopt these new state law provisions by reference for application and enforcement in Kent.

B. While updating the criminal code to add these new crimes, staff made other housekeeping amendments to update changes made to the Revised Code of Washington titles, and incorporated into the ordinance other misdemeanor crimes that were not previously adopted by specific reference.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

### **ORDINANCE**

**SECTION 1.** – *Amendment – Section 9.02.050.* Section 9.02.050 of the Kent City Code, entitled "RCW Title 7, entitled 'Special Proceedings and Actions' – Adoption by reference," is amended as follows:

**Sec. 9.02.050. RCW Title 7, entitled "Special Proceedings and Actions" – Adoption by reference.** The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

**RCW**

- |          |   |
|----------|---|
| 7.21.010 | Definitions.  |
| 7.21.020 | Sanctions – Who may impose.                                     |
| 7.21.030 | Remedial sanctions – Payment for losses.                        |
| 7.21.040 | Punitive sanctions – Fines.                                     |
| 7.21.050 | Sanctions – Summary imposition – Procedure.                     |
| 7.21.070 | Appellate review.   |
|          |   |
| 7.80.120 | Monetary penalties – Restitution.                               |
| 7.80.150 | Notices – Record of – Cancellation prohibited, penalty – Audit. |

- 7.80.160 Failure to exercise notice options – Failure to satisfy penalty.
- 7.84.060 Response to notice – Contesting determination – Mitigating circumstances – Hearing – Failure to respond or appear – Penalty.
- 7.84.100 Monetary penalties.
- 7.84.130 Failure to pay or complete community restitution – Penalty.
- 7.90.090 Burden of proof – Issuance of protection order – Remedies – Violations.
- 7.90.110 Ex parte temporary sexual assault protection orders – Issuance.
- 7.92.120 Ex parte temporary order for protection – Issuance.
- 7.92.160 Court-initiated stalking no-contact orders.
- 7.94.010 Purpose—Intent.
- 7.94.020 Definitions.
- 7.94.030 Petition for order.
- 7.94.040 Hearings on petition—Grounds for order issuance.
- 7.94.050 Ex parte orders.
- 7.94.060 Service of orders.
- 7.94.070 Service by publication or mail.
- 7.94.080 Termination and renewal of orders.
- 7.94.090 Firearms—Surrender.
- 7.94.100 Firearms—Return—Disposal.
- 7.94.110 Reporting of orders.
- 7.94.120 Penalties.

**SECTION 2.** – *Amendment – Section 9.02.060.* Section 9.02.060 of the Kent City Code, entitled “RCW Title 9, entitled ‘Crimes and Punishments’ – Adoption by reference,” is amended as follows:

**Sec. 9.02.060. RCW Title 9, entitled “Crimes and Punishments” – Adoption by reference.** The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

- 9.01.055 Citizen immunity if aiding officer, scope – When.
- 9.01.110 Omission, when not punishable.
- 9.01.130 Sending letter, when complete.

- 9.02.050 Concealing birth.
- 9.02.120 Unauthorized abortions – Penalty.
- 9.02.130 Defenses to prosecution.
- 9.02.170 Definitions.
  
- 9.03.010 Abandoning, discarding refrigeration equipment.
- 9.03.020 Permitting unused equipment to remain on premises.
- 9.03.030 Violation of RCW 9.03.010 or 9.03.020.
- 9.03.040 Keeping or storing equipment for sale.
  
- 9.04.010 False advertising.
- 9.04.040 Advertising cures of lost sexual potency – Evidence.
- 9.04.050 False, misleading, deceptive advertising.
- 9.04.070 False, misleading, deceptive advertising – Penalty.
- 9.04.090 Advertising fuel prices by service stations.
  
- 9.08.030 False certificate of registration of animals – False representation as to breed.
- 9.08.065 Definitions.
- 9.08.070 Pet animals – Taking, concealing, injuring, killing, etc. – Penalty.
- 9.08.072 Transferring stolen pet animal to a research institution – Penalty.
- 9.08.074 Transferring stolen pet animal to a person who has previously sold a stolen pet animal to a research institution – Penalty.
- 9.08.076 Transferring stolen pet animal to a research institution by a U.S.D.A. licensed dealer – Penalty.
- 9.08.078 Illegal sale, receipt, or transfer of pet animals – Separate offenses.
- 9.08.090 Acts against animal facilities.
  
- 9.12.010 Barratry.
- 9.12.020 Buying, demanding, or promising reward by district judge or deputy.
  
- 9.16.005 Definitions.
- 9.16.010 Removing lawful brands.
- 9.16.020 Imitating lawful brand.
- 9.16.030 Counterfeit mark – Intellectual property.
- 9.16.035 Counterfeiting – Penalties.
- 9.16.041 Counterfeit items – Seizure and forfeiture.
- 9.16.050 When deemed affixed.
- 9.16.060 Fraudulent registration of trademark.
- 9.16.070 Form and similitude defined.
- 9.16.080 Petroleum products improperly labeled or graded.
- 9.16.100 Use of the words “sterling silver,” etc.

- 9.16.110 Use of words "coin silver," etc.
- 9.16.120 Use of the word "sterling" on mounting.
- 9.16.130 Use of the words "coin silver" on mounting.
- 9.16.140 Unlawfully marking article made of gold.
- 9.16.150 "Marked, stamped or branded" defined.
  
- 9.18.080 Offender a competent witness.
- 9.18.120 Suppression of competitive bidding.
- 9.18.130 Collusion to prevent competitive bidding – Penalty.
- 9.18.150 Agreements outside state.
  
- 9.24.010 Fraud in stock subscription.
- 9.24.040 Corporation doing business without license.
  
- 9.26A.090 Telephone company credit cards – Prohibited acts.
- 9.26A.100 Definitions.
- 9.26A.110 Fraud in obtaining telecommunications service – Penalty.
- 9.26A.120 Fraud in operating coin-box telephone or other receptacle.
- 9.26A.130 Penalty for manufacture or sale of slugs to be used for coin.
- 9.26A.140 Unauthorized sale or procurement of telephone records – Penalties – Definitions.
  
- 9.27.015 Interference, obstruction of any court, building, or residence – Violations.
  
- 9.35.005 Definitions.
- 9.35.010 Improperly obtaining financial information.
- 9.35.020 Identity theft.
- 9.35.030 Soliciting undesired mail.
  
- 9.38.010 False representation concerning credit.
- 9.38.015 False statement by deposit account applicant.
- 9.38.020 False representation concerning title.
- 9.38.060 Digital signature violations.
  
- 9.40.040 Operating engine or boiler without spark arrester.
- 9.40.100 Tampering with fire alarm or fire fighting equipment – False alarm – Penalties.
  
- 9.41.010 Terms defined.
- 9.41.040 Unlawful possession of firearms – Ownership, possession by certain persons – Restoration of right to possess – Penalty.
- 9.41.050 Carrying firearms.
- 9.41.060 Exceptions to restrictions on carrying firearms.
- 9.41.070 Concealed pistol license – Application – Fee – Renewal.
- 9.41.080 Delivery to ineligible persons.
- 9.41.090 Dealer deliveries regulated – Hold on delivery.

- 9.41.100 Dealer licensing and registration required.
- 9.41.110 Dealer's licenses, by whom granted, conditions, fees – Employees, fingerprinting and background checks – Wholesale sales excepted – Permits prohibited.
- 9.41.113 Firearm sales or transfers – Background checks – Requirements – Exceptions.
- 9.41.115 Penalties – Violations of RCW 9.41.113.
- 9.41.120 Firearms as loan security.
- 9.41.140 Alteration of identifying marks – Exceptions.
- 9.41.171 Alien possession of firearms – Requirements – Penalty.
- 9.41.173 Alien possession of firearms – Alien firearm license – Political subdivisions may not modify requirements – Penalty for false statement.
- 9.41.175 Alien possession of firearms – Possession without license – Conditions.
- 9.41.190 Unlawful firearms – Exceptions.
- 9.41.220 Unlawful firearms and parts contraband.
- 9.41.230 Aiming or discharging firearms, dangerous weapons.
- 9.41.240 Possession of pistol by person from eighteen to twenty-one.
- 9.41.250 Dangerous weapons – Penalty.
- 9.41.251 Dangerous weapons – Application of restrictions to law enforcement, firefighting, rescue, and military personnel.
- 9.41.260 Dangerous exhibitions.
- 9.41.270 Weapons apparently capable of producing bodily harm – Unlawful carrying or handling – Penalty – Exceptions.
- 9.41.280 Possessing dangerous weapons on school facilities – Penalty – Exceptions.
- 9.41.290 State preemption.
- 9.41.300 Weapons prohibited in certain places – Local laws and ordinances – Exceptions – Penalty.
- 9.41.335 Failure to register as felony firearm offender.
- 9.41.345 Return of privately owned firearm or concealed pistol license by law enforcement agency—Duties—Notice—Exception.
- 9.41.350 Voluntary waiver of firearm rights—Procedure—Penalty—Exemption from public disclosure.
- 9.41.800 Surrender of weapons or licenses – Prohibition on future possession or licensing.
- 9.41.810 Penalty.
- 9.44.080 Misconduct in signing a petition.
- 9.45.060 Encumbered, leased, or rented personal property – Construction.
- 9.45.070 Mock auctions.
- 9.45.080 Fraudulent removal of property.
- 9.45.090 Knowingly receiving fraudulent conveyance.
- 9.45.100 Fraud in assignment for benefit of creditors.

- 9.45.160 Fraud in liquor warehouse receipts.  
 9.45.170 Penalty.  
 9.45.210 Altering sample or certificate of assay.  
 9.45.220 Making false sample or assay of ore.  
 9.45.260 Fire protection sprinkler system contractors – Wrongful acts.  
 9.45.270 Fraudulent filing of vehicle report of sale.
- 9.46.0201 "Amusement game."  
 9.46.0205 "Bingo."  
 9.46.0209 "Bona fide charitable or nonprofit organization."  
 9.46.0213 "Bookmaking."  
 9.46.0217 "Commercial stimulant."  
 9.46.0221 "Commission."  
 9.46.0225 "Contest of chance."  
 9.46.0229 "Fishing derby."  
 9.46.0233 "Fund-raising event."  
 9.46.0237 "Gambling."  
 9.46.0241 "Gambling device."  
 9.46.0245 "Gambling information."  
 9.46.0249 "Gambling premises."  
 9.46.0253 "Gambling record."  
 9.46.0257 "Lottery."  
 9.46.0261 "Member," "bona fide member."  
 9.46.0265 "Player."  
 9.46.0269 "Professional gambling."  
 9.46.0273 "Punchboards," "pull-tabs."  
 9.46.0277 "Raffle."  
 9.46.0282 "Social card game."  
 9.46.0285 "Thing of value."  
 9.46.0289 "Whoever," "person."  
 9.46.170 False or misleading entries or statements, refusal to produce records.  
 9.46.185 Causing person to violate rule or regulation.  
 9.46.190 Violations relating to fraud or deceit.  
 9.46.195 Obstruction of public servant – Penalty.  
 9.46.196 Cheating – Defined.  
 9.46.1961 Cheating in the first degree.  
 9.46.1962 Cheating in the second degree.  
 9.46.198 Working in gambling activity without license as violation – Penalty.  
 9.46.215 Ownership or interest in gambling device – Penalty – Exceptions.  
 9.46.217 Gambling records – Penalty – Exceptions.  
 9.46.221 Professional gambling in the second degree.  
 9.46.222 Professional gambling in the third degree.

- 9.46.228 Gambling activities by persons under age eighteen prohibited – Penalties – Jurisdiction – In-house controlled purchase programs authorized.
- 9.46.240 Gambling information, transmitting or receiving.
- 9.47.080 Bucket shop defined.
- 9.47.090 Maintaining bucket shop – Penalty.
- 9.47.100 Written statement to be furnished – Presumption.
- 9.47A.010 Definition.
- 9.47A.020 Unlawful inhalation – Exception.
- 9.47A.030 Possession of certain substances prohibited, when.
- 9.47A.040 Sale of certain substances prohibited, when.
- 9.47A.050 Penalty.
- 9.51.010 Misconduct of officer drawing jury.
- 9.51.020 Soliciting jury duty.
- 9.51.030 Misconduct of officer in charge of jury.
- 9.51.040 Grand juror acting after challenge allowed.
- 9.51.050 Disclosing transaction of grand jury.
- 9.51.060 Disclosure of deposition returned by grand jury.
- 9.55.020 Witness refusing to attend legislature or committee or to testify.
- 9.61.190 Carrier or racing pigeons – Injury to.
- 9.61.200 Carrier or racing pigeons – Removal or alteration of identification.
- 9.61.230 Telephone harassment.
- 9.61.240 Telephone harassment – Permitting telephone to be used.
- 9.61.250 Telephone harassment – Offense, where deemed committed.
- 9.61.260 Cyberstalking.
- 9.62.010 Malicious prosecution.
- 9.62.020 Instituting suit in name of another.
- 9.66.010 Public nuisance.
- 9.66.020 Unequal damage.
- 9.66.030 Maintaining or permitting nuisance.
- 9.66.040 Abatement of nuisance.
- 9.66.050 Deposit of unwholesome substance.
- 9.68.015 Obscene literature, shows, etc. – Exemptions.
- 9.68.030 Indecent articles, etc.
- 9.68.050 “Erotic material” – Definitions.
- 9.68.060 “Erotic material” – Determination by court – Labeling – Penalties.

- 9.68.070 Prosecution for violation of RCW 9.68.060 – Defense.
- 9.68.080 Unlawful acts.
- 9.68.100 Exceptions to RCW 9.68.050 through 9.68.120.
- 9.68.110 Motion picture operator or projectionist exempt, when.
- 9.68.130 “Sexually explicit material” – Defined – Unlawful display.
- 9.68.140 Promoting pornography – Class C felony – Penalties.
  
- 9.68A.011 Definitions.
- 9.68A.050 Dealing in depictions of minor engaged in sexually explicit conduct.
- 9.68A.060 Sending, bringing into state depictions of minor engaged in sexually explicit conduct.
- 9.68A.070 Possession of depictions of minor engaged in sexually explicit conduct.
- 9.68A.075 Viewing depictions of a minor engaged in sexually explicit conduct.
- 9.68A.080 Reporting of depictions of a minor engaged in sexually explicit conduct – Civil immunity.
- 9.68A.090 Communication with minor for immoral purposes – Penalties.
- 9.68A.102 Promoting travel for commercial sexual abuse of a minor – Penalty – Consent of minor does not constitute defense.
- 9.68A.103 Permitting commercial sexual abuse of a minor – Penalty – Consent of minor does not constitute defense.
- 9.68A.110 Certain defenses barred, permitted.
- 9.68A.120 Seizure and forfeiture of property.
- 9.68A.150 Allowing minor on premises of live erotic performance – Definitions – Penalty.
  
- 9.69.100 Duty of witness of offense against child or any violent offense – Penalty.
  
- 9.72.090 Committal of witness – Detention of documents.
  
- 9.73.010 Divulging telegram.
- 9.73.020 Opening sealed letter.
- 9.73.030 Intercepting, recording or divulging private communication – Consent required – Exceptions.
- 9.73.050 Admissibility of intercepted communication in evidence.
- 9.73.070 Persons and activities excepted from chapter.
- 9.73.080 Penalties.
- 9.73.090 Certain emergency response personnel exempted from RCW 9.73.030 through 9.73.080 – Standards – Court authorizations – Admissibility.
- 9.73.100 Recordings available to defense counsel.
- 9.73.110 Intercepting, recording, or disclosing private communications – Not unlawful for building owner – Conditions.

- 9.73.230 Intercepting, transmitting, or recording conversations concerning controlled substances or commercial sexual abuse of a minor – Conditions – Written reports required – Judicial review – Notice – Admissibility – Penalties.
- 9.73.260 Pen registers, trap and trace devices, cell site simulator devices.
- 9.81.010 Definitions.
- 9.81.030 Membership in subversive organization is felony – Penalty.
- 9.81.110 Misstatements are punishable as perjury – Penalty.
- 9.86.010 “Flag,” etc., defined.
- 9.86.020 Improper use of flag prohibited.
- 9.86.030 Desecration of flag.
- 9.91.010 Denial of civil rights – Terms defined.
- 9.91.020 Operating railroad, steamboat, vehicle, etc., while intoxicated.
- 9.91.060 Leaving children unattended in a parked automobile.
- 9.91.130 Disposal of trash in charity donation receptacle.
- 9.91.140 Food stamps – Unlawful sale.
- 9.91.142 Food stamps – Trafficking.
- 9.91.144 Food stamps – Unlawful redemption.
- 9.91.150 Tree spiking.
- 9.91.160 Personal protection spray devices.
- 9.91.170 Interfering with dog guide or service animal.
- 9.91.175 Interfering with search and rescue dog.
- 9.91.180 Violent video or computer games.
- 9.92.020 Punishment of gross misdemeanor when not fixed by statute.
- 9.92.030 Punishment of misdemeanor when not fixed by statute.
- 9.92.040 Punishment for contempt.
- 9.92.080 Sentence on two or more convictions or counts.
- 9.94.041 Narcotic drugs, controlled substances, alcohol, marijuana, other intoxicant, cell phone, or other form of electronic telecommunications device—Possession, etc., by prisoners—Penalty.
- 9.96.060 Misdemeanor or gross misdemeanor offenses, persons convicted of prostitution who committed the offense as a result of being a victim of trafficking, promoting prostitution in the first degree, promoting commercial sexual abuse of a minor, or trafficking in persons, or of violating a certain statute or rule regarding the regulation of fishing—Vacating records—Domestic violence records.

**SECTION 3.** – *Amendment – Section 9.02.070.* Section 9.02.070 of the Kent City Code, entitled “RCW Title 9A, entitled ‘Washington Criminal Code’ – Adoption by reference,” is amended as follows:

**Sec. 9.02.070. RCW Title 9A, entitled “Washington Criminal Code” – Adoption by reference.** The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

- 9A.04.020 Purposes – Principles of construction.
- 9A.04.030 State criminal jurisdiction.
- 9A.04.040 Classes of crimes.
- 9A.04.050 People capable of committing crimes – Capability of children.
- 9A.04.060 Common law to supplement statute.
- 9A.04.070 Who amenable to criminal statutes.
- 9A.04.080 Limitation of actions.
- 9A.04.090 Application of general provisions of the code.
- 9A.04.100 Proof beyond a reasonable doubt.
- 9A.04.110 Definitions.
  
- 9A.08.010 General requirements of culpability.
- 9A.08.020 Liability for conduct of another – Complicity.
- 9A.08.030 Corporate and personal liability.
  
- 9A.12.010 Insanity.
  
- 9A.16.010 Definitions.
- 9A.16.020 Use of force – When lawful.
- 9A.16.060 Duress.
- 9A.16.070 Entrapment.
- 9A.16.080 Action for being detained on mercantile establishment premises for investigation – “Reasonable grounds” as defense.
- 9A.16.090 Intoxication.
- 9A.16.100 Use of force on children – Policy – Actions presumed unreasonable.
- 9A.16.120 Outdoor music festival, campground – Detention.
  
- 9A.20.010 Classification and designation of crimes.
- 9A.20.021 Maximum sentences for crimes committed July 1, 1984, and after.

- 9A.20.030 Alternative to a fine – Restitution.
- 9A.28.020 Criminal attempt.  
 9A.28.030 Criminal solicitation.  
 9A.28.040 Criminal conspiracy.
- 9A.36.031 Assault in the third degree.  
 9A.36.041 Assault in the fourth degree.  
 9A.36.050 Reckless endangerment.  
 9A.36.060 Promoting a suicide attempt.  
 9A.36.070 Coercion.  
 9A.36.080 Malicious harassment – Definition and criminal penalty.  
 9A.36.100 Custodial assault.  
 9A.36.140 Assault of a child in the third degree.  
 9A.36.150 Interfering with the reporting of domestic violence.  
 9A.36.160 Failing to summon assistance.  
 9A.36.161 Failing to summon assistance – Penalty.
- 9A.40.010 Definitions.  
 9A.40.040 Unlawful imprisonment.  
 9A.40.060 Custodial interference in the first degree.  
 9A.40.070 Custodial interference in the second degree.  
 9A.40.080 Custodial interference – Assessment of costs – Defense – Consent defense, restricted.  
 9A.40.090 Luring.  
 9A.40.110 Coercion of involuntary servitude.  
9A.40.120 Enforcement of orders restricting contact.
- 9A.42.010 Definitions.  
 9A.42.030 Criminal mistreatment in the second degree.  
 9A.42.035 Criminal mistreatment in the third degree.  
 9A.42.037 Criminal mistreatment in the fourth degree.  
 9A.42.040 Withdrawal of life support systems.  
 9A.42.045 Palliative care.  
 9A.42.050 Defense of financial inability.  
 9A.42.070 Abandonment of a dependent person in the second degree – Exception.  
 9A.42.080 Abandonment of a dependent person in the third degree – Exception.  
 9A.42.090 Abandonment of a dependent person – Defense.  
 9A.42.110 Leaving a child in the care of a sex offender.
- 9A.44.010 Definitions.  
 9A.44.020 Testimony – Evidence – Written motion – Admissibility.  
 9A.44.030 Defenses to prosecution under this chapter.  
 9A.44.060 Rape in the third degree.  
 9A.44.079 Rape of a child in the third degree.

- 9A.44.089 Child molestation in the third degree.  
 9A.44.093 Sexual misconduct with a minor in the first degree.  
 9A.44.096 Sexual misconduct with a minor in the second degree.  
 9A.44.105 Sexually violating human remains.  
 9A.44.115 Voyeurism.  
 9A.44.120 Admissibility of child's statement – Conditions.  
 9A.44.128 Definitions applicable to RCW 9A.44.130 through 9A.44.145, 10.01.200, 43.43.540, 70.48.470, and 72.09.330.  
 9A.44.130 Registration of sex offenders and kidnapping offenders – Procedures – Definition – Penalties.  
 9A.44.132 Failure to register as sex offender or kidnapping offender – Refusal to provide DNA.  
 9A.44.150 Testimony of child by closed-circuit television.  
 9A.44.160 Custodial sexual misconduct in the first degree.  
 9A.44.170 Custodial sexual misconduct in the second degree.  
 9A.44.180 Custodial sexual misconduct – Defense.  
 9A.44.190 Criminal trespass against children – Definitions.  
 9A.44.193 Criminal trespass against children – Covered entities.  
 9A.44.196 Criminal trespass against children.
- 9A.46.010 Legislative finding.  
 9A.46.020 Definition – Penalties.  
 9A.46.030 Place where committed.  
 9A.46.040 Court-ordered requirements upon person charged with crime – Violation.  
 9A.46.050 Arraignment – No contact order.  
 9A.46.060 Crimes included in harassment.  
 9A.46.070 Enforcement of orders restricting contact.  
 9A.46.080 Order restricting contact – Violation.  
 9A.46.085 Stalking no-contact orders – Appearance before magistrate required.  
 9A.46.090 Nonliability of peace officer.  
 9A.46.100 "Convicted," time when.  
 9A.46.110 Stalking.  
 9A.46.120 Criminal gang intimidation.
- 9A.48.010 Definitions.  
 9A.48.040 Reckless burning in the first degree.  
 9A.48.050 Reckless burning in the second degree.  
 9A.48.060 Reckless burning – Defense.  
 9A.48.080 Malicious mischief in the second degree.  
 9A.48.090 Malicious mischief in the third degree.  
 9A.48.100 Malicious mischief – "Physical damage" defined.  
 9A.48.105 Criminal street gang tagging and graffiti.  
 9A.48.110 Defacing a state monument.
- 9A.49.001 Findings.

- 9A.49.010 Definitions.
- 9A.49.020 Unlawful discharge of a laser in the first degree.
- 9A.49.030 Unlawful discharge of a laser in the second degree.
- 9A.49.040 Civil infraction, when.
- 9A.49.050 Exclusions.
- 9A.50.010 Definitions.
- 9A.50.020 Interference with health care facility.
- 9A.50.030 Penalty.
- 9A.50.060 Informational picketing.
- 9A.52.010 Definitions.
- 9A.52.050 Other crime in committing burglary punishable.
- 9A.52.060 Making or having burglar tools.
- 9A.52.070 Criminal trespass in the first degree.
- 9A.52.080 Criminal trespass in the second degree.
- 9A.52.090 Criminal trespass – Defenses.
- 9A.52.095 Vehicle prowling in the first degree.
- 9A.52.100 Vehicle prowling in the second degree.
- ~~9A.52.105 Removal of unauthorized persons—Declaration—Liability—Rights.~~
- ~~9A.52.115 Removal of unauthorized persons—Declaration form—Penalty for false swearing.~~
- ~~9A.52.110 Computer trespass in the first degree.~~
- ~~9A.52.120 Computer trespass in the second degree.~~
- ~~9A.52.130 Computer trespass — Commission of other crime.<sup>2</sup>~~
- 9A.56.010 Definitions.
- 9A.56.020 Theft – Definition, defense.
- 9A.56.040 Theft in the second degree.
- 9A.56.050 Theft in the third degree.
- 9A.56.060 Unlawful issuance of checks or drafts.
- 9A.56.063 Making or possessing motor vehicle theft tools.
- 9A.56.075 Taking motor vehicle without permission in the second degree.
- 9A.56.083 Theft of livestock in the second degree.
- 9A.56.096 Theft of rental, leased, lease-purchased, or loaned property.
- 9A.56.100 Theft and larceny equated.
- 9A.56.110 Extortion – Definition.
- 9A.56.130 Extortion in the second degree.
- 9A.56.140 Possessing stolen property – Definition – Presumption.
- 9A.56.160 Possessing stolen property in the second degree – Other than firearm or motor vehicle.
- 9A.56.170 Possessing property in the third degree.

<sup>2</sup> RCW 9A.52.100, RCW 9A.52.120 and RCW 9A.52.130 were repealed and replaced by the newly created Washington Cybercrime Act. See RCW 9A.90.

- 9A.56.180 Obscuring the identity of a machine.  
 9A.56.220 Theft of subscription television services.  
 9A.56.230 Unlawful sale of subscription television services.  
 9A.56.240 Forfeiture and disposal of device used to commit violation.  
 9A.56.260 Connection of channel converter.  
 9A.56.262 Theft of telecommunication services.  
 9A.56.264 Unlawful manufacture of telecommunication device.  
 9A.56.266 Unlawful sale of telecommunication device.  
 9A.56.270 Shopping cart theft.  
 9A.56.280 Credit, debit cards, checks, etc. – Definitions.  
 9A.56.290 Credit, payment cards – Unlawful factoring of transactions.  
 9A.56.320 Financial fraud – Unlawful possession, production of instruments of.  
 9A.56.330 Possession of another’s identification.  
 9A.56.340 Theft with the intent to resell.  
 9A.56.350 Organized retail theft.  
 9A.56.360 Retail theft with special circumstances.  
 9A.56.370 Mail theft.  
 9A.56.380 Possession of stolen mail.  
 9A.56.390 Mail theft – Possession of stolen mail – Commission of other crime.
- 9A.58.010 Definitions.  
 9A.58.020 Possessing, or reading or capturing, information contained on another person’s identification document – Exceptions.
- 9A.60.010 Definitions.  
 9A.60.020 Forgery.  
 9A.60.030 Obtaining a signature by deception or duress.  
 9A.60.040 Criminal impersonation in the first degree.  
 9A.60.045 Criminal impersonation in the second degree.  
 9A.60.050 False certification.  
 9A.60.060 Fraudulent creation or revocation of a mental health advance directive.  
 9A.60.070 False academic credentials – Unlawful issuance or use – Definitions – Penalties.
- 9A.61.010 Definitions.  
 9A.61.020 Defrauding a public utility.  
 9A.61.040 Defrauding a public utility in the second degree.  
 9A.61.050 Defrauding a public utility in the third degree.  
 9A.61.060 Restitution and costs.
- 9A.64.010 Bigamy.  
 9A.64.020 Incest.  
 9A.64.030 Child selling – Child buying.

- 9A.68.020 Requesting unlawful compensation.
- 9A.68.030 Receiving or granting unlawful compensation.
- 9A.68.040 Trading in public office.
- 9A.68.050 Trading in special influence.
  
- 9A.72.010 Definitions.
- 9A.72.030 Perjury in the second degree.
- 9A.72.040 False swearing.
- 9A.72.050 Perjury and false swearing – Inconsistent statements – Degree of crime.
- 9A.72.060 Perjury and false swearing – Retraction.
- 9A.72.070 Perjury and false swearing – Irregularities no defense.
- 9A.72.080 Statement of what one does not know to be true.
- 9A.72.085 Unsworn statements, certification – Standards for subscribing to an unsworn statement.
- 9A.72.120 Tampering with a witness.
- 9A.72.140 Jury tampering.
- 9A.72.150 Tampering with physical evidence.
  
- 9A.76.010 Definitions.
- 9A.76.023 Disarming a law enforcement or corrections officer.
- 9A.76.025 Disarming a law enforcement or corrections officer – Commission of another crime.
- 9A.76.027 Law enforcement or corrections officer engaged in criminal conduct.
- 9A.76.030 Refusing to summon aid for a peace officer.
- 9A.76.040 Resisting arrest.
- 9A.76.050 Rendering criminal assistance – Definition of term.
- 9A.76.060 Relative defined.
- 9A.76.070 Rendering criminal assistance in the first degree.
- 9A.76.080 Rendering criminal assistance in the second degree.
- 9A.76.090 Rendering criminal assistance in the third degree.
- 9A.76.100 Compounding.
- 9A.76.150 Introducing contraband in the second degree.
- 9A.76.160 Introducing contraband in the third degree.
- 9A.76.170 Bail jumping.
- 9A.76.175 Making a false or misleading statement to a public servant.
- 9A.76.177 Amber alert – Making a false or misleading statement to a public servant.
- 9A.76.200 Harming a police dog, accelerant detection dog, or police horse – Penalty.
  
- 9A.80.010 Official misconduct.
  
- 9A.82.010 Definitions.
- 9A.82.045 Collection of unlawful debt.
- 9A.82.055 Trafficking in stolen property in the second degree.

- 9A.82.070 Influencing outcome of sporting event.
- 9A.82.080 Use of proceeds of criminal profiteering – Controlling enterprise or realty – Conspiracy or attempt.
- 9A.82.100 Remedies and procedures.
- 9A.82.120 Criminal profiteering lien – Authority, procedures.
- 9A.82.130 Criminal profiteering lien – Trustee of real property.
- 9A.82.160 Criminal profiteering lien – Trustee’s failure to comply, evasion of procedures or lien.
- 9A.82.170 Financial institution records – Inspection and copying – Wrongful disclosure.
  
- 9A.84.010 Criminal mischief.
- 9A.84.020 Failure to disperse.
- 9A.84.040 False reporting.
  
- 9A.86.010 Disclosing intimate images.
  
- 9A.88.010 Indecent exposure.
- 9A.88.030 Prostitution.
- 9A.88.040 Prosecution for prostitution under RCW 9A.88.030 – Affirmative defense.
- 9A.88.050 Prostitution – Sex of parties immaterial – No defense.
- 9A.88.060 Promoting prostitution – Definitions.
- 9A.88.080 Promoting prostitution in the second degree.
- 9A.88.085 Promoting travel for prostitution.
- 9A.88.090 Permitting prostitution.
- 9A.88.110 Patronizing a prostitute.
- 9A.88.120 Additional fee assessments.
- 9A.88.130 Additional requirements.
- 9A.88.140 Vehicle impoundment – Fees – Fines.
- 9A.88.150 Seizure and forfeiture.
  
- 9A.90.030 Definitions.
- 9A.90.040 Computer trespass in the first degree.
- 9A.90.050 Computer trespass in the second degree.
- 9A.90.060 Electronic data service interference.
- 9A.90.070 Spoofing.
- 9A.90.080 Electronic data tampering in the first degree.
- 9A.90.090 Electronic data tampering in the second degree.
- 9A.90.100 Electronic data theft.
- 9A.90.110 Commission of other crime.

**SECTION 4.** – *Amendment – Section 9.02.080.* Section 9.02.080 of the Kent City Code, entitled “RCW Title 10, entitled ‘Criminal Procedure’ – Adoption by reference,” is amended as follows:

**Sec. 9.02.080. RCW Title 10, entitled "Criminal Procedure" – Adoption by reference.** The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

- 10.01.070 Corporations – Amenable to criminal process – How.
- 10.01.090 Corporations – Judgment against.
- 10.01.100 Corporations – Penalties – Fines in lieu of other punishments.
- 10.01.180 Fine or costs – Default in payment – Contempt of court – Enforcement, collection procedures.
  
- 10.14.120 Disobedience of order – Penalties.
- 10.14.170 Criminal penalty.
  
- 10.21.015 Pretrial release program.
- 10.21.030 Conditions of release—Judicial officer may amend order.
- 10.21.045 Conditions of release—Drugs and intoxicating liquors—Testing.
- 10.21.050 Conditions of release—Judicial officer to consider available information.
  
- 10.31.030 Service – How – Warrant not in possession, procedure – Bail.
- 10.31.040 Officer may break and enter.
- 10.31.050 Officer may use force.
- 10.31.060 Arrest by telegraph or teletype.
- 10.31.100 Arrest without warrant.
- 10.31.110 Arrest – Individuals with mental disorders.
  
- 10.66.010 Definitions.
- 10.66.020 When order may be issued.
- 10.66.040 Ex parte temporary order – Hearing – Notice.
- 10.66.050 Additional relief – PADT area.
- 10.66.090 Penalties.
- 10.66.100 Additional penalties.
- 10.66.110 Jurisdiction.
- 10.66.120 Venue.
  
- 10.79.040 Search without warrant unlawful – Penalty.
  
- 10.88.290 Rights of person arrested.
- 10.88.300 Delivery of person in violation of RCW 10.88.290 – Penalty.

- 10.99.010 Purpose – Intent.
- 10.99.020 Definitions.
- 10.99.030 Law enforcement officers – Training, powers, duties – Domestic violence reports.
- 10.99.040 Duties of court – No-contact order.
- 10.99.045 Appearances by defendant – Defendant’s history – No-contact order.
- 10.99.050 Victim contact – Restriction, prohibition – Violation, penalties – Written order – Procedures – Notice of change.
- 10.99.055 Enforcement of orders.
- 10.99.060 Prosecutor’s notice to victim – Description of available procedures.
- 10.99.070 Liability of peace officers.
- 10.99.080 Penalty assessment (as amended by 2015 c 275).
- 10.99.100 Sentencing – Factors – Defendant’s criminal history.

**SECTION 5.** – *Amendment – Section 9.02.100.* Section 9.02.100 of the Kent City Code, entitled “RCW Title 16, entitled “Animals and Livestock” – Adoption by reference,” is amended as follows:

**Sec. 9.02.100. RCW Title 16, entitled “Animals and Livestock” – Adoption by reference.** The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

- 16.36.116 Civil infraction – Live nonambulatory livestock – Monetary penalty – Authorization by director – Issuance of notices – Enforcement.
- 16.52.011 Definitions – Principles of liability.
- 16.52.015 Enforcement – Law enforcement agencies and animal care and control agencies.
- 16.52.080 Transporting or confining in unsafe manner – Penalty.
- 16.52.085 Removal of animals for feeding and care – Examination – Notice – Euthanasia.
- 16.52.090 Docking horses – Misdemeanor.
- 16.52.095 Cutting ears – Misdemeanor.
- 16.52.100 Confinement without food and water – Intervention by others.
- 16.52.110 Old or diseased animals at large.

- 16.52.117 Animal fighting – Prohibited behavior – Class C felony – Exceptions.
- 16.52.165 Punishment – Conviction of misdemeanor.
- 16.52.180 Limitations on application of chapter.
- 16.52.185 Exclusions from chapter.
- 16.52.190 Poisoning animals – Penalty.
- 16.52.193 Poisoning animals – Strychnine sales – Records – Report on suspected purchases.
- 16.52.200 Sentences – Forfeiture of animals – Liability for costs –Penalty – Education, counseling.
- 16.52.205 Animal cruelty in the first degree.
- 16.52.207 Animal cruelty in the second degree – Penalty.
- 16.52.210 Destruction of animal by law enforcement officer – Immunity from liability.
- 16.52.225 Nonambulatory livestock – Transporting or accepting delivery – Gross misdemeanor – Definition.
- 16.52.300 Dogs or cats used as bait – Seizure – Limitation.
- 16.52.305 Unlawful use of hook – Gross misdemeanor.
- 16.52.310 Dog breeding – Limit on the number of dogs – Required conditions – Penalty – Limitation of section – Definitions.
- 16.52.320 Maliciously killing or causing substantial bodily harm to livestock belonging to another – Penalty.
- 16.52.330 Veterinarians – Animal cruelty – Liability immunity.
- 16.52.340 Leave or confine any animal in unattended motor vehicle or enclosed space – Class 2 civil infraction – Officers’ authority to reasonably remove animal.
- 16.52.350 Dog tethering—Penalties.
- 16.57.010 Definitions.
- 16.57.120 Removal or alteration of brand – Penalty.
- 16.57.260 Removal of cattle or horses from state – Inspection certificate required.
- 16.57.267 Failure to present animal for inspection.
- 16.57.270 Unlawful to refuse assistance in establishing identity and ownership of livestock.
- 16.57.280 Possession of cattle or horse marked with another’s brand – Penalty.
- 16.57.405 Microchip in a horse – Removal with intent to defraud – Gross misdemeanor.
- 16.57.440 Unlawful transport or delivery of cattle or horses.
- 16.58.170 General penalties – Subsequent offenses.
- 16.65.440 Penalty.
- 16.70.050 Violations – Penalty.

**SECTION 6.** – *Amendment – Section 9.02.340.* Section 9.02.340 of the Kent City Code, entitled “RCW Title 46, entitled ‘Motor Vehicles’ – Adoption by reference,” is amended as follows:

**Sec. 9.02.340. RCW Title 46, entitled “Motor Vehicles” – Adoption by reference.** The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

- 46.09.495 Failure to title or register an off-road vehicle—Penalty, circumstances when.
- 46.10.505 Failure to register a snowmobile, circumstances when.
- 46.12.610 Contaminated vehicles.
- 46.16A.050 Registration – Requirements before issuance – Penalty – Rules.
- 46.16A.070 Registration – Cancellation, refusal, etc. – Appeals.
- 46.19.010 Criteria for natural persons – Application – Identification cards, placards, and license plates.
- 46.20.091 Application – Penalty for false statement – Driving records from and to other jurisdictions.
- 46.29.610 Surrender of license – Penalty.
- 46.29.620 Forged proof – Penalty.
- 46.35.030 Confidential information – Exceptions – Penalty.
- 46.52.130 Abstract of driving record – Access – Fee – Violations.
- 46.55.300 Vehicle immobilization.
- 46.68.010 Refunds, overpayments, and underpayments – Penalty for false statements.
- 46.70.021 License required for dealers or manufacturers – Penalties.
- 46.70.051 Issuance of license – Private party dissemination of vehicle database.

- 46.70.140 Handling "hot" vehicles – Unreported motor "switches" – Unauthorized use of dealer plates – Penalty.
- 46.70.170 Penalty for violations.
- 46.72.100 Unprofessional conduct – Bond/insurance policy – Penalty.
- 46.72A.060 Insurance – Amount – Penalty.
- 46.72A.070 Vehicle certificates – Issuance of new or duplicate certificate – Penalty.
- 46.80.020 License required – Penalty.
- 46.80.080 Records – Penalty.
- 46.80.110 License penalties, civil fines, criminal penalties.
- 46.80.130 All storage at place of business – Screening required – Penalty.
- 46.80.170 Violations – Penalties.
- 46.82.390 Penalty.
- 46.87.290 Refusal, cancellation of credentials – Procedures, penalties.

**SECTION 7.** – *Severability.* If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**SECTION 8.** – *Corrections by City Clerk or Code Reviser.* Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

**SECTION 9.** – *Effective Date.* This ordinance shall take effect and be in force thirty days from and after its passage.

\_\_\_\_\_  
DANA RALPH, MAYOR

\_\_\_\_\_  
Date Approved

ATTEST:

\_\_\_\_\_  
KIMBERLEY A. KOMOTO, CITY CLERK

\_\_\_\_\_  
Date Adopted

\_\_\_\_\_  
Date Published

APPROVED AS TO FORM:

\_\_\_\_\_  
ARTHUR "PAT" FITZPATRICK, CITY ATTORNEY



**POLICE DEPARTMENT**  
Rafael Padilla, Police Chief

220 Fourth Avenue South  
Kent, WA 98032  
253-852-2121

**DATE:** June 11, 2019  
**TO:** Public Safety Committee  
**FROM:** Police Department  
**SUBJECT:** **Interlocal Agreement between the City of Federal Way and the City of Kent for Jail Services**

**MOTION: Recommend the Mayor to enter into a contract or contract amendment with the City of Federal Way for Jail Services, subject to final terms and conditions acceptable to the City Attorney and Police Chief.**

**SUMMARY:** The city of Federal Way does not own a facility suitable for incarcerating Federal Way Inmates. Whereas the City of Kent operates a municipal corrections facility known as the City of Kent Corrections Facility (CKCF) and is willing to provide housing for Federal Way Inmates pursuant to a cooperative agreement.

Jail services provided: The CKCF shall provide Federal Way with guaranteed space for five Federal Way Inmate for each day the agreement is effective. The CKCF may have additional jail space, beyond the reserved guaranteed space available depending on its jail population. Additional space will be made available at the discretion of the CKCF.

Transporting Federal Way Inmates: Federal Way shall arrange for the transportation of Federal Way Inmates to all court appearances and will not be the responsibility of Kent. Medical transportation and medical supervision costs will be reimbursed for all actual costs incurred by Kent when transporting Federal Way Inmates to medical facilities and for supervising Federal Way Inmates during medical appointments or procedures.

Release of Federal Way Inmates: CKCF shall release Federal Way Inmates pursuant to a signed order from the Federal Way Municipal Court judge. Federal Way Inmates shall be released to a Federal Way police or transport officer at a prescheduled time as agreed to by the parties. The Federal Way police or transport officer shall release Federal Way Inmates within the city limits of Federal Way. Federal Way Inmates shall not be released by Federal Way within the city limits of Kent, unless the inmate is a Kent resident.

**BUDGET IMPACT:**

Expenses - \$550,979.90

- Staff – 2.0 FTE:
  - Salary Step E - \$142,224.00
  - Benefits – 35% - \$49,778.40
- Yakima Housing:
  - 10-inmates @ \$98.35 per day - \$358,977.50

Revenue - \$666,125.00

Fees: The parties agree that Federal Way will pay the fees and charges below.

- Guaranteed Space (first five inmates)
  - \$750.00 a day
  - \$273,750.00 per year
- Additional Space (over five inmates)
  - \$180.00 per day
  - \$328,500.00 per year
- Booking Fee (ever inmate)
  - \$35.00 per booking
  - 5-bookings \$175.00 per day
- Additional costs to be invoiced:
  - Medication – if outside of basic care medication
  - Transportation reimbursement – if Kent transports
  - Supervision services for offsite medical supervision
  - Bus vouchers – if required for inmates
  - EHD - \$20.00 per day
- Annual Cost Inflation – January 1<sup>st</sup> of every year subject to the CPI-W

Net Revenue - \$115,145.10**SUPPORTS STRATEGIC PLAN GOAL:**

Sustainable Services

**ATTACHMENTS:**

1. Federal Way Jail Space Estimate 2019 (PDF)
2. Interlocal Agreement between the City of Kent and City of Federal Way for Jail Services (PDF)

## Federal Way Bed Space Estimates December 2018

|                                      |           |      |                                     |
|--------------------------------------|-----------|------|-------------------------------------|
| Guaranteed Bed Cost (5)              | \$ 150.00 | each |                                     |
| Booking Fee                          | \$ 35.00  | each | No Booking Fee on any w/Kent Charge |
| Additional Bed Days                  | \$ 180.00 | each |                                     |
| Work Release Inmates Above Guarantee | \$ 75.00  | each |                                     |
| EHM Inmates Above Guarantee          | \$ 20.00  | each |                                     |

Females if we have room  
Fees paid regardless of Kent charges

### Scenario A - 5 inmates/5 additional bed days/10 inmates off-site

| <u>Revenue</u>                                  | <u>Daily</u>       | <u>Yearly</u>          |
|---|--------------------|------------------------|
| Guaranteed beds - 5 at \$150 each/day           | \$ 750.00          | \$ 273,750.00          |
| Additional beds - 5 per day at \$180each/day    | \$ 900.00          | \$ 328,500.00          |
| Booking fee - 5 at \$35                         | 175.00             | 63,875.00              |
| <b>Total Revenue</b>                            | <b>\$ 1,825.00</b> | <b>\$ 666,125.00</b>   |
| <br>  |                    |                        |
| <u>Expenses</u>                                 |                    |                        |
| Yakima Housing - 10 inmates at \$98.35 each/day | \$ (983.50)        | \$ (358,977.50)        |
| Staff - 2.0 FTE Salary Step E                   |                    | \$ (142,224.00)        |
| Staff - 2.0 FTE Benefits ~ 35%                  |                    | \$ (49,778.40)         |
| <b>Total Expenses</b>                           |                    | <b>\$ (550,979.90)</b> |
| <b>Net Revenue</b>                              |                    | <b>\$ 115,145.10</b>   |

|   |
|---|
| Harside Average Daily Population 2016 - 93.66       |
| Harside Average Daily Population 2017 - 99.58       |
| Harside Average Daily Population 2018 (YTD) - 92.49 |

|                          | Projected | Actual     |
|--------------------------|-----------|------------|
| Maple Valley Income 2016 | \$ 80,300 | \$ 158,800 |
| Maple Valley Income 2017 | \$ 80,300 | \$ 154,980 |
| Maple Valley Income 2018 | \$ 82,125 | \$ 157,289 |

2 beds \$225 guaranteed/no booking fees

Attachment: Federal Way Jail Space Estimate 2019 (1822 : Federal Way Jail Services Contract)

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF FEDERAL WAY AND THE CITY OF KENT FOR  
JAIL SERVICES**

THIS AGREEMENT is entered into by and between the City of Federal Way (“Federal Way”), a municipal corporation in the State of Washington and the City of Kent (“Kent”), a municipal corporation in the state of Washington, collectively the (“Parties”).

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Ch. 39.34 RCW; and

WHEREAS, pursuant to state law, Federal Way is responsible for the incarceration of suspects and defendants held pending resolution of misdemeanor cases and upon conviction for misdemeanor crimes committed in Federal Way (“Federal Way Inmates”); and

WHEREAS, Federal Way does not own a facility suitable for incarcerating Federal Way Inmates; and

WHEREAS, Kent, which is located in King County, operates a municipal corrections facility known as the Kent Corrections Facility (“KCF”); and

WHEREAS, Kent is willing to provide for the housing of male Federal Way Inmates pursuant to this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, it is mutually agreed by and between Federal Way and Kent as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide for the incarceration of Federal Way Inmates at the KCF; to establish the services that Kent will provide pursuant to the incarceration of Federal Way Inmates as well as the responsibilities of Federal Way; and to set forth the fees to be paid by Federal Way for such services.
2. **JAIL SERVICES PROVIDED.** The KCF shall provide the jail services to Federal Way as provided in this Agreement.

2.1 **Federal Way Inmate – Defined.** A Federal Way Inmate is defined as a person 18 years of age or older who is arrested for, charged with, or convicted of a misdemeanor offense committed in the city limits of Federal Way or who has an active Federal Way warrant, and who is booked into or otherwise entered into the KCF. Prior to booking a female inmate, Federal Way will contact the KCF to ensure there is adequate available space for female inmates. In the event a person is booked into the KCF and the person has a Federal Way warrant, that person shall be considered a Federal Way Inmate regardless of which agency books the inmate, and regardless of whether the inmate has a warrant from any other agency. Such inmate shall remain a Federal Way Inmate until the warrant is quashed by a court or the defendant is released or removed from custody on the charge. In the event an inmate has both a Kent warrant and a Federal Way warrant, Federal

Way shall not be responsible for the booking fee.

2.2 Guaranteed Space. The KCF shall provide Federal Way with space for five Federal Way Inmates for each day that this Agreement is effective. These five spaces shall be referred to as “Guaranteed Space.” This Guaranteed Space shall be reserved only for Federal Way Inmates as that term is defined in this Agreement. Federal Way shall pay for the Guaranteed Space whether or not the Guaranteed Space is occupied by Federal Way Inmates. Guaranteed Space shall include bed space on the hard-side of the jail, or participation in KCF programs (as described in Section 2.6) other than electronic home detention (“EHD”).

2.3 Additional Space. The KCF may have additional jail space, beyond the reserved Guaranteed Space, available depending on its jail population, which fluctuates on an hourly basis. Jail space made available beyond the Guaranteed Space shall be referred to as “Additional Space.” In the event Federal Way brings a Federal Way Inmate to the KCF for processing when the Guaranteed Space is occupied, it will be presumed that Federal Way is requesting Additional Space, and Additional Space will be made available at the discretion of the KCF. In the event Additional Space is made available, the Additional Space shall be paid for at the rate provided for in Section 3.2 of this Agreement. In the event Additional Space is not available, Federal Way shall be solely responsible for making other arrangements for the incarceration of the Federal Way Inmate. Additional Space shall be considered occupied if a Federal Way Inmate occupies bed space on the hard-side of the jail, or participates in KCF programs other than EHD. Federal Way shall endeavor to notify the KCF when it intends to engage in law enforcement action that will likely result in a mass booking (i.e. the booking of three or more people) and the need for more than normal Additional Space.

2.4 Notification of Number of Inmates. KCF shall provide Federal Way, via facsimile or other electronic transmission sent Monday through Friday, excluding holidays, with a list of Federal Way inmates. This list shall include a list of all Federal Way inmates booked and/or released for the 24-hour period.

2.5 Terms, Conditions and Policies. Except as otherwise provided in this Agreement, Federal Way Inmates shall be subject to the same terms and conditions of confinement as Kent inmates, shall be subject to the same policies and procedures applicable to Kent inmates, and shall be provided the same services as Kent inmates. By way of example and not by way of limitation, this shall include policies and procedures regarding good time credit, the disciplinary process, the standards of release, and medical temporary releases.

2.6 Programs – Incarceration Alternatives. Subject to KCF policies and procedures, Federal Way Inmates may have the same opportunities as Kent inmates to participate in alternative programs such as but not limited to EHD, work release, and work crew. With the exception of EHD, a Federal Way Inmate participating in a program shall count as a Federal Way Inmate occupying Guaranteed Space, or if there are more than five Federal Way Inmates, Additional Space. The KCF may charge Federal Way Inmates a fee to participate in certain programs, such as EHD or work release, consistent with the rates charged to Kent inmates.

2.7 Medical Program. Federal Way Inmates shall receive the same type and level of medical care, and medications under the same circumstances, as Kent inmates. Medical care and medications which are provided at the KCF by Occupational Health Services (“OHS”) staff on contract with the KCF shall be included in the rates charged for Guaranteed Space and Additional Space; provided, that in the event it is determined that an inmate is in need of medication that exceeds a cost of \$1,000.00 per month to provide, the KCF shall place Federal Way on notice of the need, and after 72-hours of receiving such notice, Federal Way shall be responsible for covering the costs of the medications that accrue after the 72-hour notice period.

2.7.1 Medical Care Outside of KCF – Federal Way Responsible. Any medical care deemed, at the discretion of KCF or OHS staff, necessary for the proper care of a Federal Way Inmate, but which is provided to a Federal Way Inmate at a location other than KCF, or by medical staff other than OHS staff on contract with KCF, shall be an additional cost to Federal Way, and Federal Way shall be responsible for payment of such medical care costs. Federal Way shall also be responsible for any costs of transport of inmates by way of ambulance service to an outside medical facility. Invoices from outside medical providers or ambulance service providers shall be forwarded to Federal Way for payment by Federal Way directly to the provider. KCF will, upon request, assist Federal Way in the effort to reduce medical costs billed by outside providers.

2.7.2 Medical Temporary Release. Federal Way acknowledges that some Federal Way Inmates may have extraordinary medical care needs, and that the KCF, as a municipal facility, is not in the best position to provide medical care for these Federal Way Inmates. As a condition of this Agreement, the Federal Way Municipal Court shall be required to adopt the standards of release relating to medical temporary releases adopted by the Kent Municipal Court as now adopted or later amended. In the event KCF staff determines that a Federal Way Inmate’s medical needs should be addressed by a facility other than the KCF, KCF staff may issue a medical temporary release that is consistent with the standards of release for the KCF as approved and adopted by the Federal Way Municipal Court, and shall provide for a follow-up court date. In addition, Federal Way shall have the authority to issue a medical temporary release.

2.7.3 Booking of Ill or Injured Inmates or Inmates in Mental Crisis. It is recognized that the KCF provides medical services to inmates treatable on site, and that significant medical needs are treated off-site. Federal Way shall not book into the KCF Federal Way Inmates with medical emergencies or major medical needs, including inmates in severe mental health crisis.

2.7.4 KCF Medical Transportation and Medical Supervision Costs. Reimbursement for all actual costs incurred by Kent when transporting Federal Way Inmates to medical facilities and for supervising Federal Way Inmates during medical appointments or procedures (for example, inmates who are at a high risk of reoffending and ineligible for a medical temporary release pursuant to the adopted standards of release) are Federal Way’s sole

responsibility and shall not be included in the payment for Guaranteed Space. At each billing cycle, Kent will invoice Federal Way for the cost of any Federal Way inmate medical transportation costs, including supervision costs, incurred during a billing period. The costs shall be charged at a rate of \$50 per hour, and may be charged in 15-minute increments. Time shall be charged in 15 minute increments rounded to the nearest increment. [Example: An inmate is transported to a medical procedure, is supervised during the procedure, and is then transported back to the KCF. The officer spends two hours and 18 minutes performing this task. Federal Way would be billed \$112.50 for the task]. This cost will be charged whether a KCF officer or Kent police officer performs the transport and supervision.

2.8 Transporting Federal Way Inmates to Court or Other Jail facilities. Federal Way shall arrange for the transport of Federal Way Inmates to all court appearances. Kent shall not be responsible for transporting Federal Way Inmates to court. Transportation for court services shall be the sole responsibility of Federal Way.

Federal Way may contract with other agencies for jail services. Federal Way and Kent shall establish an operational policy regarding the transport of Federal Way Inmates from or to the KCF and from or to other correctional facilities. The operational policies shall establish a regular and efficient schedule for the transportation of Federal Way Inmates to reduce the frequency of transports. The operational policy shall also aim to avoid the transport of pretrial detainees from the KCF to a jail facility in eastern Washington in the event a court date that will result in the return of the Federal Way Inmate to the KCF is pending.

2.9 Video Court Services. KCF may make available the KCF library and video link between the KCF and the Federal Way Municipal Court in order to facilitate video hearings by the Federal Way Court for Federal Way Inmates incarcerated at the KCF. The scheduling of video link usage shall be mutually agreed upon by Kent and Federal Way; provided, the Kent Municipal Court shall have priority when establishing a time for video hearings.

2.10 Confidential Meeting Space for Federal Way Inmates and Defense Counsel. KCF shall make space available for Federal Way Inmates to meet confidentially with defense counsel in order to provide inmates with the effective assistance of counsel.

2.11 Release of Federal Way Inmates. KCF shall release Federal Way Inmates pursuant to a signed order from the Federal Way Municipal Court judge, commissioner or pro tem. KCF shall accept the Federal Way Judge's orders sent via facsimile or other form of electronic transmission to the KCF.

Federal Way Inmates shall be released to a Federal Way police or transport officer at a prescheduled time as agreed to by the Parties, and the Federal Way police or transport officer shall release Federal Way inmates within the city limits of Federal Way. Federal Way inmates shall not be released by Federal Way within the city limits of Kent unless the inmate is a resident of Kent. In the event an inmate is released on the weekend, or as a result of an emergency which results in the unavailability of a Federal Way police or transport officer, inmates may be transported by a Kent police officer to Federal Way or provided with a bus voucher; provided, Federal Way shall

be responsible for the actual costs of the Kent police transport or bus voucher which shall be invoiced in accordance with this Agreement.

As a condition of this Agreement, the Federal Way Municipal Court shall adopt standards of release applicable to Federal Way Inmates that are to be followed by KCF staff. The standards of release adopted by the Federal Way Municipal Court shall be the same as the standards of release adopted by the Kent Municipal Court.

2.12 Use of Electronic Home Monitoring Contractor for Federal Way Defendants not Incarcerated in the KCF Permitted. Nothing in this Agreement shall be interpreted to limit the authority of a Federal Way judge from ordering or permitting a Federal Way defendant that is not in the custody or control of KCF to use a provider of electronic home detention services other than the service provided by the KCF as a condition of a sentence or pre-trial release. However, if a Federal Way inmate is sentenced to a term of confinement in the KCF, that inmate shall be considered a Federal Way Inmate and shall be subject to the rules, policies and procedures of the KCF. KCF, at its sole discretion and subject to the policies and procedures of the KCF, will determine whether an inmate will serve his or her time on the KCF's EHD program. The Federal Way judge shall not have the authority to designate a particular EHD program for any Federal Way inmate once the Federal Way inmate is in the custody or control of the KCF.

3. FEES. In consideration of the services enumerated in this Agreement, the Parties agree to the fees and charges below. In order to provide clarity to the Parties, Exhibit A has been attached to describe the below application of inmate fees for Guaranteed Space and Additional Space.

3.1 Guaranteed Space – Fee. Federal Way shall pay for Guaranteed Space, as that phrase is described elsewhere in this Agreement, at a rate of \$750.00 per day (\$273,750.00 per year). This fixed fee for guaranteed space shall be paid regardless of whether the Guaranteed Space is occupied or not.

3.2 Additional Space - Fee. The daily rate for Additional Space for each additional Federal Way Inmate who occupies the KCF over and above the Guaranteed Space shall be \$20.00 per day for inmates on EHD, and \$180.00 per day for occupied beds or participation in programs other than EHD. A full day shall be charged for any Federal Way Inmate who occupies Additional Space for any period of a day. For example, and not by limitation, a Federal Way Inmate who is occupying Additional Space and is booked into the KCF on Monday at 9:00 p.m., and released the following Tuesday at 1:00 pm shall be deemed to have spent two days in the KCF, and the cost of the daily rate shall be 2 X 180.00, for a total of \$360.00.

3.3 Booking - Fee. Except as provided for in Section 2.1, Kent shall invoice Federal Way for booking fees in the amount of \$35.00 per booking. For the purposes of this section, “booking” shall mean each instance in which a Federal Way Inmate is booked into the jail after a period in which he or she was not subject to confinement at the KCF or participating in a KCF jail program including KCF operated EHD. Federal Way Inmates who are transported for a court hearing and then transported back to the KCF at the conclusion of the hearing will not be considered booked when readmitted to the KCF. Inmates who return to the KCF on their own

free will after a temporary release or medical release shall not be considered booked when readmitted to the KCF.

3.4 Additional Costs. Kent shall invoice Federal Way for all other costs as set forth in this Agreement, including:

- a. The costs of medications in accordance with Section 2.7 of this Agreement.
- b. The costs to Kent of providing transportation and supervision services to offsite medical facilities in accordance with Section 2.7.1 of this Agreement.
- c. The cost of bus vouchers and the costs for Kent officers to transport Federal Way Inmates to Federal Way upon release in accordance with Section 2.11 of this Agreement.

Bills of medical services provided by medical providers outside of the KCF as well as ambulance transport services to outside medical providers shall be forwarded to Federal Way for payment by Federal Way

3.5 Annual Cost Inflator. On January 1, 2020, and on January 1 of each year thereafter that this Agreement is in effect, including any year in which this Agreement is extended, the fees set forth in Sections 3.1-3.2 shall be subject to an annual inflator in an amount equal to the Seattle-Tacoma-Bellevue CPI-W for June of the preceding year; provided, in the event the Seattle-Tacoma-Bellevue CPI-W for June of the preceding year is zero or a negative number, the fees set forth in Sections 3.1-3.2 shall not be reduced.

4. BILLING AND PAYMENT. Federal Way shall pay Kent the fees and costs described in this Agreement upon receipt of an invoice delivered no less than quarterly. The invoice shall be sent to Federal Way at the address provided for notices. The bill shall identify the Federal Way Inmates who occupied the KCF during the quarter by name, as well as the number of days each Federal Way Inmate occupied jail space. The bill shall also provide the booking date and inmate name for any booking fee charged, and shall describe all other fees or costs being invoiced by the date, description, and basis for the fee or cost. Federal Way shall pay to Kent the amounts invoiced within 30 days of receipt of such bill. The failure of Kent to invoice Federal Way for fees or costs shall not relieve Federal Way of the responsibility for paying any fees or costs as required by this Agreement.

The Parties may agree in writing to an alternate method or timing for invoicing and payment.

5. EFFECTIVE DATE - TERMINATION. The initial term of this Agreement shall start on December 23, 2019, and shall remain in effect through December 31, 2022; provided, Federal Way may cancel the contract without penalty if it provides Kent with written notification of cancellation no later than June 23, 2019. This Agreement may be automatically renewed by the Parties for successive terms by written Agreement of the Mayor of Federal Way and the Chief Administrative Officer of Kent. Agreements for successive terms shall be agreed to by the Parties by October 1 of the year in which the current term.

5.1. Early Termination without Breach. Should either party desire to terminate this

Agreement absent a breach, a notice of termination shall be provided in writing to the other party no less than 180 days prior to the effective date of the termination.

5.2. Early Termination for Breach. In the event a party is in material breach of this Agreement, the non-breaching party shall provide the breaching party with written notice of breach, along with an explanation of the basis for the breach and the method of curing the breach. If the breaching party fails to cure the breach, this Agreement may be terminated by written notice issued by the non-breaching party. In the event Federal Way is the party in breach, Federal Way shall be subject to an early termination penalty of \$15,670.75 for each month remaining in the duration of the Agreement.

## 6. INDEMNIFICATION.

6.1. Kent shall indemnify and hold harmless Federal Way 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 any reason of or arising out of any act or omission of Kent, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against Federal Way, Kent shall defend the same at its sole cost and expense, provided that Federal Way retains the right to participate in said suit; and if final judgment be rendered against Federal Way, and its officers, agents, and employees, or any of them, or jointly against Federal Way and Kent and their respective officers, agents, and employees, or any of them, the Parties shall apportion any damages between them according to the proportionate amount of fault as set forth in the judgment.

6.2. Federal Way shall indemnify and hold harmless Kent 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 any reason of or arising out of any act or omission of Federal Way, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Kent, Federal Way shall defend the same at its sole cost and expense; provided that Kent retains the right to participate in said; and if final judgment be rendered against Kent, and its officers, agents, and employees, or any of them, or jointly against Kent and Federal Way and their respective officers, agents, and employees, or any of them, the Parties shall apportion any damages between them according to the proportionate amount of fault as set forth in the judgment.

6.3 The provisions of this Section shall survive termination of this Agreement.

## 7. MISCELLANEOUS.

7.1 Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement, except as set forth herein. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

7.2 Property. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

7.3 Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be jointly administered by the Police Chief for Federal Way or his/her designee, and the Police Chief for Kent or his/her designee, who together, shall constitute the board contemplated in RCW 39.34.030(4)(a).

7.4 Failure to File or Publish. The failure of either Party to file or publish this Agreement in accordance with RCW 39.34.040 shall not affect the enforceability of this Agreement as between the Parties.

7.5 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Either party may request amendments to this Agreement. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment hereto.

7.6 Doctrine of Contra Proferentem Not Applicable. In the event of an ambiguity of any provision of this Agreement, or a dispute regarding the meaning of any provision of this Agreement, the provision shall not be interpreted against the interest of the drafter.

7.7 Notices. Notices shall be sent to the following addresses:

Mayor and  
Police Chief  
City of Federal Way  
33325 8<sup>th</sup> Avenue South  
Federal Way, WA 98003

Chief Administrative Officer and  
Police Chief  
City of Kent  
220 Fourth Avenue South  
Kent, WA 98032

7.8 Attorney's Fees. Each party shall be responsible for its own attorney and legal fees in any legal proceeding brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement.

7.9 Severability. If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

**CITY OF FEDERAL WAY**

**CITY OF KENT**

\_\_\_\_\_  
Jim Ferrell  
Mayor  
Dated:\_\_\_\_\_

\_\_\_\_\_  
Dana Ralph  
Mayor  
Dated:\_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Ryan Call  
City Attorney  
Dated:\_\_\_\_\_

\_\_\_\_\_  
Arthur "Pat" Fitzpatrick  
City Attorney  
Dated:\_\_\_\_\_