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Introduced by:

LOIS NORTH

Proposed No.:

90 - 221

MOTION NO. 7848

A MOTION authorizing the county executive to enter into an agreement with the city of Federal Way relating to municipal services.

WHEREAS, the city of Federal Way will incorporate effective February 28, 1990 at 12:01 a.m., and

WHEREAS, the city desires to secure certain municipal services from the county for its residents, and

WHEREAS, the county is able and willing to provide the requested municipal services,

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

The county executive is authorized to execute agreements, substantially in the form attached, with the city of Federal Way for the county to process building permits and land use applications.

PASSED this 26th day of February, 1990.

KING COUNTY COUNCIL KING COLUNTY, WASHINGTON

Chair Low Morth

ATTEST:

Clerk

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the Council

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INTERLOCAL AGREEMENT BETWEEN THE CITY OF FEDERAL WAY AND KING COUNTY, RELATING TO THE PROCESSING OF CERTAIN BUILDING PERMITS AND LAND USE APPLICATIONS

THIS AGREEMENT is made and entered into this date by and between King County, a home rule charter county, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the City of Federal Way, a non-Charter optional municipal code city, incorporated under the laws of the State of Washington (hereinafter referred to as the "City").

WHEREAS, the City incorporated effective February 28, 1990, at 12:01 a.m., and

WHEREAS, all the local governmental authority and jurisdiction with respect to the newly incorporated City transferred from the County to the City upon incorporation, and

WHEREAS, there are in excess of 2100 building permits and/or land use applications pending, approved and/or issued, and

WHEREAS, as of the effective date and time of incorporation, the City is now the sole regulatory local government authority with respect to the review, processing and inspection of said pending permits and land use applications, and the regulations adopted by Federal Way apply except for the doctrine of "vested rights" as provided by State law and/or judicial decisions with respect to these permits and/or land use applications. Under the doctrine of "vested rights", permits and/or applications deemed to be vested are by state law and/or judicial decision, entitled to be considered under zoning and other land use control ordinances in effect when completed applications were filed, provided that said permits or applications do not otherwise lapse, and

WHEREAS, it is the intent of Federal Way to determine which of the pending permits and/or land use applications are vested, and

WHEREAS, in order to reduce duplication of effort and to avoid requiring applicants or permitees to pay substantial additional fees, and to avoid delay in processing, it is the City's intent to contract with King County for the processing of the permits and land use applications determined by the City to be vested and that are required to be considered under the County's zoning or other land use control ordinances due to the fact that the King County staff is familiar with these rules and regulations, and

WHEREAS, it is the parties intent by virtue of this contract that the function of the staff of King County in processing the permits and land use applications determined by the City to be vested is administrative and ministerial only and that any and all discretionary decisions shall be made by the City, and

WHEREAS, this arrangement is authorized by the Interlocal Agreement Act, RCW 39.34.

NOW THEREFORE,

In consideration of the terms and provisions contained herein, it is agreed by and between the City and the County as follows:

- 1. The permits and/or land use applications identified in Exhibit A attached hereto and hereby incorporated in full by this reference are not governed by nor included within the provisions of this agreement. Said permits and/or applications shall be turned over to the City together with any unexpended application or permit fees within 10 (ten) working days of the date of this agreement. In the event the City determines that any of the applications or permits identified in this paragraph can more efficiently be handled by County staff, the City may transfer any such application or permit to County for processing, in accordance with this agreement, provided that only applications that are vested under the rules and regulations adopted by the City in paragraph 5 below, as determined by the City, shall be processed by the County.
- 2. All other permits and/or land use applications other than those identified in Section 1 which are set forth in Exhibit B, attached hereto and hereby incorporated in full by this reference, except for code enforcement matters unrelated to permit or land use applications otherwise covered by paragraphs (1) and/or (2), shall be processed by King County staff in accordance with the applicable rules and regulations set forth in paragraph (5), whether an application is vested under the rules and regulations shall be determined by the City Any permits and/or land use applications determined by the City not to be vested in any respect under these rules, and regulations shall, upon notification by the City to the County, be transferred by the County to the City for processing. Any permits or land use applications that are not listed in Exhibit B but were filed prior to incorporation, shall be treated in the same manner as those in paragraph (1).
- 3. The permits and/or applications identified in Paragraph 2, except as otherwise hereafter in this agreement provided, shall continue to be reviewed and approved or disapproved by County staff on behalf of the City, including follow-up inspections for compliance with conditions of approval and the notification to applicants or permitees of noncompliance with any conditions of approval or with the rules and regulations to which said applications and/or permits have been determined by the City to be vested. The County staff is further hereby empowered to issue correction notices, stop work orders and other enforcement orders on behalf of and in the name of the City in order to obtain the compliances set forth herein. The filing and prosecuting of any criminal and/or civil law suit or administrative hearing proceeding shall be done by City staff and under City procedures upon notification by County staff to the City that a permitee or applicant has failed to comply with the applicable correction notices, stop work orders or other enforcement orders.

It is the intent that the County staff shall, except as otherwise provided in this agreement, complete all of the required review and processing staff

functions including follow-up inspections and enforcement of conditions of approval through final inspection approval or final occupancy approval as applicable. The City shall be responsible for all other other enforcements or enforcement actions relating to said application or otherwise. It is further stated as the intent of the parties that the County's function with respect to these applications and/or permits is administrative and ministerial only and that any and all discretionary decisions, including those set forth hereinafter in this agreement, shall be made by the City and/or its designated decisionmaker. It is further agreed that the County shall perform processing of the applications and/or permits at the same level of service as provided County applications, including processing time in accordance with its administrative procedures.

4. With respect to unclassified use permits, conditional use permits, subdivisions, short subdivisions, planned unit developments and shorelines substantial development permits included within the applications and/or permits identified in Section 2 above, the following provisions shall control with respect to the services to be performed on behalf of the City by County staff. With regard to the applications to be processed by the County staff under this paragraph, it is the parties intent that the County's function with respect to these applications is ministerial and administrative only and that any and all discretionary decisions or final actions on these applications shall be taken by the City and/or its designated decisionmaker. The County staff will make a report and recommendation to the City for use by the City Council, City Hearing Examiner or other decisionmaker designated by the City to make a decision or take final action on said applications.

With regard to those applications for subdivisions, short subdivisions and planned unit developments that had been granted preliminary approval as of the date of the City's incorporation, the County shall continue to provide technical and engineering services, including follow-up inspections and enforcement of conditions of approval. The filing and/or prosecution of any criminal or civil suits, or administrative hearing proceeding will be done by the City upon being notified by the County staff that the applicant has failed to comply with corrective notices, stop work orders or other enforcement orders. It is the express understanding of the parties that the City shall be responsible for making any and all subsequent approvals and discretionary decisions on the applications referred to in this section, including but not limited to engineering plan and review approval, preliminary plat or subdivision approvals, short subdivision approvals, final plat or subdivision approvals and the approval, recording and release of bonds and final acceptances. The County agrees to perform the processing of said applications at the same level of service as provided County applications, including processing time in accordance with its administrative procedures.

5. The parties acknowledge that the County is authorized by this Agreement to process only those permits and/or applications identified in paragraph (2) above that are determined by the City to be "vested" under the County zoning, land use

and/or development regulations. The City, solely for the purpose of enabling the County to process the thus identified permits and/or applications, shall enact such County zoning, land use or development regulations to which those applications and/or permits are vested, as determined by the City, and the thus adopted rules and regulations shall only be effective for the limited purposes as designated in this paragraph. This Agreement shall take effect upon the adoption of these rules and regulations.

- 6. The City shall be the lead agency for the purposes of compliance with the procedural requirements of the State Environmental Policy Act (SEPA) Chapter 43.21(C) RCW and with the SEPA rules, Chapter 197-11 WAC, with respect to all applications identified in Paragraph 2 above of this agreement. The City shall designate a responsible official under SEPA to make threshold determinations and to supervise the preparation and content of Environmental Impact Statements. The responsible official shall make the required determinations in accordance with adopted City rules and regulations and all SEPA appeals shall be governed by the City regulations and procedures. The County staff will notify the City's responsible official when a SEPA determination is required and will not further process the application until the responsible official has acted. Even though the lead agency shall be the City and the City shall be responsible for threshold determinations and for the preparation and content of Environmental Impact Statements, the County agrees to provide technical assistance to the City's responsible official in the performance of these responsibilities under SEPA.
- 7. To defray the cost of performing the services pursuant to this agreement, the County shall be authorized to collect filing fees and such other fees as are authorized. The City shall adopt a fee schedule that is the same as King County's fee schedule for purposes of these permits and/or land use applications that will be processed by the County as per the terms of this Agreement.
- 8. Not withstanding the other terms and provisions of this agreement, the City may, at any time, remove a particular application and/or permit from this agreement, and upon notification, the County shall transfer all files, records and unexpended fees collected to the City within 10 (ten) days of the request. The City will be responsible for notifying the applicant or permitee of the City's assumption of responsibility for the permit or application.
- 9. This agreement is effective as of February 28, 1990, if signed by both parties and if the City has adopted the rules and regulations required by paragraph (5) above, and shall terminate on March 1, 1992, unless extended by mutual written agreement. If terminated, all pending files and records and unexpended portions of filing fees pertaining to the permits and applications subject to this agreement that have not been transferred pursuant to paragraph (8) above shall be delivered by the County to the City. Upon termination of this agreement, the City will notify applicants and/or permitees and other interested parties of the City's assumption of responsibility for the permits and/or applications.
- 10. The County and the City will make available for applicants and/or permitees and other interested parties, a document describing the handling of applications based on the terms of this agreement.

11. Except as provided for with respect to indemnification and except for such routine advice as may be provided to the County in furtherance of its services as described in this agreement, this agreement for services to be provided by the County does not include legal services.

12. Indemnification.

- A. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the adoption, existence, validity or effect of City ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same.
- B. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, coats, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent or unlawful act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents and employees, or jointly against the City and the County and their respective officers, agents and employees, the County shall satisfy the same.

C. The City shall indemnify and hold harmless the County and its officers, agents and employees, or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses, damages of any nature whatsoever, which are caused by or result from a negligent or unlawful act or omission of the City, its officers, agents and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County and its officers, agents and employees, or jointly against the County and the City and their respective officers, agents and employees, the City shall satisfy the same.

- 13. For purposes of complying with Chapter 39.34 RCW, the manager of the Building and Land Development Division (BALD) or that manager's designee and the City Manager or that manager's designee shall administer this agreement.
- 14. The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated

herein are excluded. Any modification to this agreement shall be in writing and signed by both parties.

15. Nothing contained in any provision of this Agreement grants any greater right of "vesting" than existed as of the date of incorporation. For example, but not by way of limitation, nothing contained in this agreement or any provision of this contract and agreement shall be construed as "vesting" or covering the processing of any permit or application filed after the effective date and time of incorporation, nor shall any provisions of this Agreement be construed as preventing any permit or application which was otherwise "vested" as of the date of incorporation from lapsing.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

King County Executive

Date

Approved as to Form

King County

Prosecuting Attorney

FEDERAL WAY

City Manager

Date

Approved as to Form

City Attorney

JBC:jwr JC:K90.72.1/.3 Budget Division 3/90 ATTACHMENT "A" OF BUILDING AND LAND INTERLOCAL AGREEMENT

The following permit applications are to be transferred to the City of Federal Way for further processing:

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31901 47th Avenue SW
136 SW 312th St./Fred Meyer
301 South 320th/Group Health
31105-1st Ave. S./Fred Meyer
34202-16th Ave. S./Self Storage
1105 S. 348th St./Brooklake Villag
35040 Pacific Hwy S./40 Rentals
Fred Meyer
31829 Palisades Plaza
35810-16th Ave. S./140 Units
31 500-33rd Pl. SW/166 unit s
30823-18th Ave. S./54 Units
1001 SW Campus Dr./376 Units
33330 Hoyt Rd. SW/100 Units
953 SW Campus/260 Units
Lucas/New Concept/1st Ave. S.
Wagenhals/2 Lot Short Plat
2025 S. 341st Place
34815 Pacific Highway South
29849-9th Avenue SW
30808-28th Avenue South
34720 Pacific Highway South
Grading Renewal
-
Bellacarino Woods
Parkwood Communication
Parkwood Campus Cedar Cove
Forest Ridge
Campus Park
Mirror Glen Division III
Centennial Estates Division II
Campus Glen
Park Place Vista

Continued - pages

Campus Ridge

S89P0016

	PROJECT	PROJECT STATUS	PROJECT	# OF	ADDRESS AND	ARO
CATEGORY:	U					
	LARGE	FENDING	28500063	0000	34600 Federal In file	12TH WAY
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		LARGE TOTAL -				
	SMALL	PENDING	26800063	0000	36001 1ST 4 PORTABLES ILLAHEE 3R H	#ST PLES (

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PROJECTS IN FEDERAL WAY INCORPORATION

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	ENFORCE	035010	£90C0201	ÜÜÜÜÜ	20726 Improper	43KI R DRA
	ENFORCE	CLOSED	890C0216	0000	BENANT IMPROFESTING S FIL	PAC IMPROV G S F II
	ENFORCE	CLOSED	F90C0717	0000	35700	2011

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	3441	STATUS	MCHB FR	SIL	ADDRESS ARD U
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		C-MECH TOTAL	AL + 1		
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		FIRE-SYS TOTAL .	٨٠.١		
	NR-SMALL	PENDING	C9000612	0000	33801 1ST P LANDSCAFING RE TERRACE WEST (
	. X	NB-SMALL TOTAL .	AL - 1		
	SHELLMOD	WI THORAW	C9000543	0000	31515 20TH REVISION TO ST LOT 2 ZSP-1280
	H.S.	SHELLMOD TOTAL	AL - 1		
	SIGNS	AFPROVED	C9000580	0000	01626 S 341ST S/F 111UM S/CM
	S II CHES	PENDING	10900063	0000	31840 PACTE BLDG MOUNTED S L 1 ZSP 128300
	S 1 C 1 S	PENDING	C9000605	0000	30923 S 310TH 1 0/F POLE SIG E 1/2 0F LOT 4
	SHENS	PENDING	C3000603	0000	02004 S 314TH (1) S/F WALL M HILL SIDE FLAZA
	SNSIS	PENDING	6900060	0000	35100 FNCHA BUDG MOUNTED S E-22 REE 2 FAS

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ACTIVITIES IN FEDERAL WAY INCORPORATION

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ACTIVITY TYPE		ACTIVITY ACTIVITY STATUS NUMBER		ADDRESS AND DES
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T FRANT	FENDING	69000585	0000	32717 IST AV SYLVAN LEAHNING IN FILE
TENANT	PENDING	C90006 10	00 0ù	02222 S 314TH S TE - BEAUTY SCHO HILLSIDE PLATA,

TENANT TOTAL - 3

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	PAS10	030881	R9001675	000	01334 SW 349 LOT 58 MEADON N147-88E/174
		155UED	R9001676	1000	01215 SW 349 LOT 10 MEADON
	PASIC	ISSUED	R9001677	0001	24747 141 LOT 29 MEADO 0147 838/174
	PAS10	ISSUED	89001783	1006	34509 101 10T 9 CAMPUS 0094-88B/221
	RASIC	ISSUED	R9001784	1000	34501 10TI LOT 10 CAMPU: 0105-98R/#22
	PASTC	ISSUED	R9001785	10001	34427 10TI 10T 14 CAMPU 9098-88R/#224
	RASIC	1550€0	R9001786	1000	34435 9TH LOT 41 CAMPUS 0105-888/#721
	BASIC	ISSUED	R9001787	1000	34512 19TO LOT 53 CAMPUS 9105-88R/#22
	BASIC	CSAED	R9001788	1000	34518 1018 LOT 54 CAMPUS 9094-888/2210
	2 × 5 1 0	ISSUED	R9001821	1006	01330 SW 353F LOT 97 MADRON 0352 88B/073
	8A51C	ISSUED	R9001822	ئەۋەد	35339 1318 1.01 32 MADRO9 0352-888/0712

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ACTIVITY TYPE BASIC	STATUS 1550ED	MUNBER R9001949	# OF UNITS	ADDRESS AND 15313 13 101 36 MADR 0540-888/FL
RASIC	o anssi	89001985	(ûu u	34646 14 101 45 PARK 0395 888/#R
RASIC	ISSUED	89001983	1006	34640 14 LOT 46 PARK OC94 (88/#)
BASEC	dans s t	R9001998	1000	34634 14 101 47 PARK 0335-888/#R
3 × 3 × 3 × 3 × 3 × 3 × 3 × 3 × 3 × 3 ×	ISSUED	R9002001	1 000	34528 14 LO1 48 FARK 0395-898/#R
8A51C	CSSOED	R9002n03	1000	34622 14 101 49 PARK 0694-888/#1
PASEC	030551	8902008	10001	34616 14 101 50 PARK 0503-88E/15
BASIC	ISSUED	R9092030	1000	01402 SW 34 LOT 59 NFAD 0082-888/18
BASIC	ISSUED	R900:031	1000	01024 SW 35- LOT 177 MAD 0147-088/17-
RASIC	15sueo	R9002032	0001	34836 11 LOT 71 MEAD 0640-898/50
8ASIC	ISSUED	R9002058	1000	34534 10 LOT 56 CAMPU (137-858/#2
RASIC	ISSUED	89002050	1000	00927 SW 346 LUI 5 CAMPU 0410-898/#23

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ACTIVITY TYPE BASIC	ACTIVITY STATUS ISSUED	ACTEVITY NUMBER R9002064	0 0F	ADDRESS AND DES 34533 INTH A 101 & CAMPUS HI
BAS12	aanss1	R9002065	1000	00827 SW 346TH [OT 1 CAMPUS HI]
# \$ \$ C	155460	R9002067	9001	00833 SW 346TH LOT 2 CAMPUS MI 6135-858/#2212A
BASIC	ISSUED	R9002068	1000	00915 SW 346FH LOT 3 CAMPUS HI UOB4-89R/2216C
8AS10	ISSUED	R3002069	1000	00921 SW 345TH LOT 4 CAMPUS HI 0105-888/#2210
BASIC	ISSUED	R9002070	1000	34421 10TH A LOT 15 CAMPUS H 0409-838/#2209E
BASIC	ISSUED	R9002071	0001	34415 10TH A L/T 16 CAMPUS H 0410-888/#2203D
BASIC	ISSUED	R9002072	10001	00932 SW 344TH LOT 17 CAMPUS H 0073-828/#2055
BASIC	ISSUED	R9002073	1000	00926 SW 344TH LOT 18 CAMPUS H 0094-888/2210R
EAS1C	ISSUED	R9002074	1000	00920 SW 344TH LOT 19 CAMPUS H 0409-898/#22088
RAS1C	1 S SUED	R3002075	1000	00914 SW 344TH LOT 20 CAMPUS H 0073-88E/#2055
BASIC	ISSUED	K9002076	0001	00828 SW 344TH 110-25 CAMPUS H 0105+898/#2210

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BASIC	155146.0	R9002078	1000	00123 SW 344TH LOT 46 CAMPUS 9108-88H/22100
BASIC	0 3ñ551	R9002071	1000	24426 10TH Lot 47 CAMPUS 0105 338/#7210
BASIC	15Sit D	R9002080	1000	00914 SW 346TH 101 SR CAMPUS 0409-888/#2208
BASIC	ISSUED	R9002081	9001	00922 SW 345TH LOT 57 CAMPUS 0073-88B/#2055
BASIC	1551/60	R9002082	1000	00832 SW 346TH LOT 59 CAMPUS 0617-84E/#2218
BA510	ISSUED	R9002053	1000	00826 SW 346TH LOT 60 CAMPUS 0105-888/#2210
RASIC	ISSUED	R9002088	1000	35227 13TH 101-34 MADRONA 853-898/ELSIE
BASIC	ISSUED	R9002087	9001	35321 13TH LOT 35 MADRONA 0852-88R/07128
BASIC	ISSUED	R9002102	1000	01216 SW 3461H LOT 3 PARKLANE US94-858/#1619
RASIC	I S S U E D	R9002121	1000	01211 SW 346TH LOT SAPARKLAND 0375-88B/#ROBE
RASIC	ISSUED	R9002123	i i i i i i	34604 14TH LOT 52 PARKLAN 0395-188/#ROBI

ACTIVI	ACTIVITIES IN FEDERAL WAY INCORPORATION	IAL WAY INC	ORPORATION		OPENED
	ACTIVITY	ACTIVITY	ACT IVI TY NUMBER	WITS	ADDRESS AND
CATEGORY: S	RY: S				
	FLATFINA	PENDING	22100065	บออบ	NGRTHSHORE NE 19-21-04
	~	PLATFINA TOTAL -	AL = 3		
	ROMUSE	PENDING	\$90R0021	បិចិចិច	ROCKERY ALG SE 13-21-03
		ROMUSE TOTAL .	.AE = 1		
		AFPROVED	E\$00M063	0000	KLINGEBJEL NE 6-21-4
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	SVARPWKS	PENDING	2800A065	0000	DASH POINTE

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EXhibit ATTACHMENT "B"

BUILDING AND LAND INTERLOCAL AGREEMENT

King County Computer Printout Federal Way Projects as of February 14, 1990

The following projects will be administered by King County Building and Land Division:

Group I pages 1 through 27

and

Group II pages 1 through 166

(all inclusive except for projects deleted by Attachment "A" of this Agreement)



King County Council Lois North, Chair

John C. Crawford II, Clerk of the Council Room 403, King County Courthouse Seattle, Washington 98104 (206) 296-1010

February 27, 1990

Tim Hill King County Executive 400 Courthouse								
Dear Mr. Hill:								
MOTION 7848	was p	passed	by	the	King	County	Counci	il on
February 26, 1990	. Att	ached	ple	ease	find	а сору	for yo	our
file. The motion has	been	sent 1	to t	he 1	follow	wing:		
City of Federal Way								
Prosecuting Attorney								
RAID								

Clerk of the Council

JCC:ae

Attachment

CLERK OF THE COUNCIL

2/20/90 Date:

The Following is For Introduction:

A MOTION authorizing the county executive to enter into an agreement with the city of Federal Way relating to municipal services.