



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 27, 2007

Ordinance 15705

Proposed No. 2007-0091.2

Sponsors von Reichbauer

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement with the city of Federal Way
3 relating to the annexation of the East Federal Way Potential
4 Annexation Area and transferring certain local parks,
5 surface water facilities and property interests to the city.

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8 **STATEMENT OF FACTS:**

- 9 1. King County's Annexation Initiative encourages the expedited
10 annexation of all remaining urban unincorporated areas in order to achieve
11 both financial stability in the current expense fund, and the regional land
12 use vision set forth in the countywide planning policies.
- 13 2. The city of Federal Way has a large Potential Annexation Area
14 ("PAA"), located to the east of the city with an estimated population of
15 over twenty thousand three hundred residents.

16 3. The city intends to seek approval of the residents of the East Federal
17 Way PAA to annex to the city, at an election in 2007 for an effective date,
18 if approved by the voters, of not later than January 1, 2009.

19 4. To facilitate the transition of local government services delivery in the
20 East Federal Way PAA and complete the transfer of local parks and local
21 surface water management facilities and properties located within the East
22 Federal Way PAA to the city upon annexation of said area, the city and
23 county wish to enter into an interlocal agreement which addresses transfer
24 of public records and transfer of ownership of local parks and surface
25 water management facilities and properties, among other matters.

26 5. Consistent with Council Motion 12018, the agreement proposes the
27 transfer of Annexation Incentive reserve funds to the city if the annexation
28 is approved by the voters and accepted by the city, in the amount of
29 \$2,000,000 from the general fund annexation incentive reserve, \$500,000
30 in Real Estate Excise Tax Fund II annexation incentive reserve, plus a
31 commitment to complete road overlay improvements in the PAAs prior to
32 annexation in an amount of \$1,000,000.

33 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

34 SECTION 1. The county executive is hereby authorized to enter into an interlocal
35 agreement, substantially in the form of Attachment A to this ordinance, with the city of
36 Federal Way to provide for the transition of governmental services and property in the
37 event of annexation, including but not limited to the transfer of \$2,500,000 annexation
38 incentive funding comprised of \$2,000,000 of general fund annexation incentive reserve

39 and \$500,000 of Real Estate Excise Tax II annexation incentive reserve, the provision of
40 \$1,000,000 of road overlay improvements in the areas to be annexed, and to transfer the
41 surface water drainage facilities and park properties as referenced therein. The executive
42 is further authorized to enter into an interlocal agreement or agreements with Federal
43 Way for the transfer of park properties substantially in the form of the Form of Parks and

44 Open Space Transfer Agreement that is included as Exhibit D to Attachment A to this
45 ordinance.

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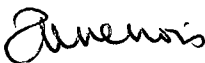
Ordinance 15705 was introduced on 2/12/2007 and passed as amended by the Metropolitan King County Council on 3/26/2007, by the following vote:

Yes: 9 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr. Dunn, Mr. Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

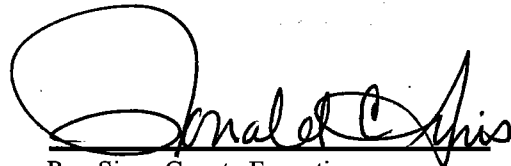

Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2007 APR -5 AM 10:33
CLERK
KING COUNTY COUNCIL

APPROVED this 5 day of APRIL, 2007.


Ron Sims, County Executive

Attachments A. Interlocal Agreement Between the City of Federal Way and King County, Relating to the Annexation of the Federal Way Potential Annexation Area, dated March 26, 2007

ATTACHMENT A
15705

26 March 2007

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FEDERAL WAY AND
KING COUNTY, RELATING TO THE ANNEXATION OF THE FEDERAL WAY
POTENTIAL ANNEXATION AREA**

THIS AGREEMENT is made and entered into this ___ day of _____, 2007. The parties ("Parties") to this Agreement are the City of Federal Way, a State of Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington ("County").

WHEREAS, on an election date in 2007, the citizens of the City's Potential Annexation Area generally described in **Exhibit A** hereto (hereinafter the "Annexation Area") will have an opportunity to vote on whether to annex to the City; and

WHEREAS, if approved by the voters, annexation of the Annexation Area to the City will become effective on or before January 1, 2009, pursuant to City ordinance; and

WHEREAS, if annexation is not initially approved by the voters, the City may elect to resubmit the matter to the voters of the Annexation Area at an election in 2008 and if approved the annexation would become effective on or before January 1, 2010, pursuant to City ordinance; and

WHEREAS, as of the date of legal annexation of the Annexation Area, pursuant to state law, the City will own, and have the responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the City limits together with all appurtenances located within such rights-of-way, including but not limited to, drainage facilities, stormwater facilities, environmental mitigation sites and monitoring projects, street lights, traffic signals and traffic signs; and

WHEREAS, the City and the County desire to facilitate an orderly transition of services, including but not limited to police services, court services and public works services associated with the Annexation Area; and

WHEREAS, the City and the County desire to mutually determine the appropriate timing for the transfer of public records; and

WHEREAS, upon annexation of the Annexation Area, the County shall make available to the City a one-time payment of funds from its Annexation Incentive Funds to assist with the cost of transitioning services and in consideration of the City relieving the County of the burden of providing public services to the areas to be annexed; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing local County park facilities and properties in the Annexation Area; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing County surface water facilities and related property interests in the Annexation Area; and

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WHEREAS, all local governmental land use authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the date of annexation; and

WHEREAS, the County and City agree that having County staff process various Annexation Area building and land use applications on behalf of the City for a transitional period following annexation will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions with respect to land use and permitting from and after the date of annexation shall be made by the City; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

1. TERM. This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force for a period of five (5) years from the effective date of annexation of the Annexation Area; provided, however, that in the event: (1) the City fails to place the annexation measure on the ballot in 2007; or (2) the annexation measure is placed on the ballot but is rejected by voters at election in 2007 and the City thereafter either does not place the matter before the voters again in 2008 or the measure again fails at the polls in 2008, then this Agreement shall terminate on December 31, 2008.
2. ANNEXATION. The City shall take action to ensure placement on the ballot at a regular or special election date in 2007 for the registered voters of the Annexation Area to vote on whether to annex to the City. If approved by the voters in 2007, the City shall take action by ordinance to ensure that the annexation of the Annexation Area will be effective on or before January 1, 2009. If not approved by the voters in 2007, the City shall take action to ensure placement on the ballot at a regular or special election date in 2008 for the registered voters of the Annexation Area to again vote on whether to annex to the City, or this Agreement shall terminate per Section 1 on December 31, 2008. If the matter is placed on the ballot and approved by the voters in 2008, the City shall take action by ordinance to ensure that the annexation of the Annexation Area will be effective on or before January 1, 2010. The term "Annexation Area" means the territory generally described in **Exhibit A** hereto, as it may be modified by decision of the King County Boundary Review Board, and/or subsequent decision on any appeal of such decision.
3. RECORDS TRANSFER. Upon approval of the annexation by voters and acceptance thereof by the City, the County shall work with the City to transfer to the City public records including but not limited to record drawings or construction drawings that are requested by the City related to transferred facilities and properties within the

Annexation Area. The City shall send a written request for records to the director of the County department or division holding such records. Alternately, the City may request in writing that such director schedule a records transfer meeting at which a City representatives shall meet with County department representatives in order to review and identify records to be copied and/or transferred consistent with the terms of this Section 3. The request shall provide sufficient detail to allow the County to identify and locate the requested records. The County shall make its best effort to provide the documents within forty-five (45) days of the request. The County may elect to provide original records or copies of records. The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created. Notwithstanding anything in this section to the contrary, sheriff records transfers will be subject to the provisions of Section 9 and **Exhibit H**.

4. **DEVELOPMENT PERMIT PROCESSING**. Upon the effective date of the annexation of Annexation Area, the terms of this Agreement attached hereto as **Exhibit B** shall go into effect with respect to development permit processing.
5. **ANNEXATION FUND PAYMENT AND ROAD IMPROVEMENTS CONTRIBUTION**. In order to partially offset the City's cost of transitioning and providing services to the Annexation Area, and in consideration of the City relieving the County of the burden of providing local public services (including but not limited to drainage services and operation of local park facilities) in the Annexation Area, the County will provide the City with a payment from the annexation initiative incentive reserve funds, and shall fund certain roadway improvements in advance of annexation.
 - a. The payment of annexation incentive reserve funds shall total \$2,500,000. The payment shall be composed of \$2,000,000 from the Current Expense Fund and \$500,000 from the Real Estate Excise Tax (REET) Number 2 Fund. The City shall expend the REET dollars consistent with the limitations placed on the use of this fund under King County Code Section 4.32.012 as currently adopted or hereafter amended. The payment of annexation incentive reserve funds shall be made in two installments. The first installment shall be made not later than 30 days following adoption by the City of an ordinance timely accepting annexation of the Annexation Area on or before January 1, 2009 (which action shall be taken after receiving certification that the proposition was approved by voters). This installment shall include \$1,000,000 in Current Expense Fund revenue and \$250,000 in REET Number 2 Fund revenue. The second installment will be made not later than 30 days after the effective date of the annexation, and shall be composed of \$1,000,000 in Current Expense Fund revenue, and \$250,000 in REET Number 2 Fund revenue.
 - b. In addition to the annexation incentive fund payment described in paragraph 5.a above, the County shall cause to be completed roadway overlay improvements in the Annexation Area valued by the County at \$1,000,000. The road funding shall

be committed to designated overlay projects by the County after the City Council acts to accept annexation of the Annexation Area following voter approval of annexation. The roadway improvements shall be specifically targeted to roadways with a pavement rating of less than forty percent, and the specific roadway segments to be improved shall be selected by the County Roads Division in consultation with the Director of the City Public Works Department. Such improvements shall to the extent practicable be completed prior to the effective date of the annexation, but in any event as soon thereafter as possible.

- c. In addition to the annexation incentive fund payment described above, the County agrees to pay one-half the charge to the City from the County Elections Division for conducting the initial election in the Annexation Area (whether in two separate ballot measure on the same election date, or one ballot measure). No such payment by the County shall be applicable to a second or other later annexation election.
- d. Notwithstanding anything in the foregoing subparagraphs a through c, in the event the annexation effective date is after January 1, 2009, but on or before January 1, 2010, then the County shall still pay annexation incentive reserve fund payment to the City, and in consideration of the extended time period during which the County will incur the expense of providing services to the Annexation Area, the annexation incentive reserve fund payment to the City shall be 75% of the originally offered amount, specifically, the payment shall include \$1,500,000 in Current Expense Fund revenue, \$375,000 in REET Fund Number 2 revenue, and completion by the County of \$750,000 in road overlays or other road infrastructure improvements. Upon request of the City said payment of Current Expense and REET revenue shall be made in part prior to the effective date of annexation but after the City Council acts to accept annexation of the Annexation Area following voter approval of annexation, with up to half of the funds transferred in advance and the balance transferred upon the effective date of annexation.
- e. In the event the City determines to place the annexation matter before the voters on two separate ballots, one for the northern portion of the City's Annexation Area, and on for the southern portion of the Annexation Area, and only one of the ballot measures is approved by the voters, then the annexation incentive reserve fund payment to the City shall be made in accordance with the preceding paragraphs adjusted as follows: for the northern portion of the Annexation Area, 60% of the funds otherwise allocable shall be paid; for the southern portion of the Annexation Area, 40% of the funds otherwise allocable shall be paid.
- f. No annexation incentive reserve funds shall be payable for any annexation of any portion or all of the Annexation Area with an effective date later than January 1, 2010, or in the event the City does not assume ownership of all Parks Properties, Drainage Facilities, and Drainage Facility Property Interests upon annexation as contemplated by Sections 6 and 7 of this Agreement.

6. PARK AND OPEN SPACE FACILITIES AND PROPERTIES

The County shall transfer to the City, and the City shall accept, the park, open space, and greenbelt properties listed in **Exhibit C** attached hereto and incorporated herein (collectively, the “Parks Properties”), which park, open space and greenbelt properties are more generally known as:

- Bingamon Pond Natural Area
- Camelot Park
- Five Mile Lake Park
- Lake Geneva
- South County Ballfields/Athletic Complex
- Greenbelt Properties

These transfers shall be accomplished through the execution by the County Executive and City Manager of Federal Way of an intergovernmental transfer agreement in substantially the form as **Exhibit D**, attached hereto and incorporated herein, which execution shall occur within thirty days of the City Council acting to accept the annexation of areas within which the Parks Properties are included, all following voter approval. It is the intent of the parties that the transfer of the Parks Properties to the City shall occur as nearly as possible on or immediately after the effective date of the annexation.

7. SURFACE WATER MANAGEMENT

a. Transfer of Drainage Facilities and Drainage Facility Property Interests.

- i. Upon the effective date of annexation for the area in which the “Drainage Facilities” identified in **Exhibit E**, attached hereto and incorporated herein by reference, are located, those Drainage Facilities which are held by the County as specifically identified in **Tables A and C** of **Exhibit E** shall automatically be transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to said Drainage Facilities. The Drainage Facilities identified in **Table B** of **Exhibit E** shall not be transferred but shall remain in private ownership. The City shall have the right but not the obligation to inspect the facilities identified in **Table B** from and after the effective date of annexation.

1. The City and the County acknowledge and agree that the Residential Drainage Facility Property Parcel number 3874010940 (Kingco Estates 3, 28409 37th Ave S) (herein the “Kingco Property”) is currently subject to special use permit number S-197-05 granted to King County Natural Resources Water & Land Resources Division for the purpose of constructing and maintaining a trail / footbridge

facilitating access to Bingamon Pond Park. Effective as of the date the Kingco Property is conveyed to the City, the County hereby assigns, transfers and conveys to the City all of the County's rights, privileges and obligations in the Permit, and the City hereby accepts and assumes all of the County's rights, privileges and obligations in the Permit.

- ii. The County shall upon the effective date of annexation for the area in which the "Drainage Facility Property Interests" (which property interests are currently held by the County) identified in **Exhibit F**, attached hereto and incorporated herein by reference, are located, convey by quit claim deed in substantially the form in **Exhibit G**, attached hereto and incorporated by reference, to the City, and the City shall accept, the Drainage Facility Property Interests, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Drainage Facility Property Interests.
 - iii. The County is willing to provide surface water management services and maintenance for the Annexation Area via separate written agreement between the Parties.
 - iv. Both parties will make staff available to identify and review any additional County-owned local drainage facilities, easements, and other property interests within the Annexation Area that should appropriately be conveyed to the City. Such facilities and other property interests include those for which the County's facility acceptance process has not yet been completed, including both projects being constructed by the County as well as projects subject to County approval that are constructed by third parties. Any such additional County-owned drainage properties or other property interests shall be transferred to the City pursuant to this Agreement and upon County approval, including if necessary the adoption of an ordinance authorizing the transfer of King County owned drainage properties and property interests. The transfer of responsibility for drainage facilities shall be documented in writing, including specific facilities transferred and the date of transfer and such documentation signed by the appropriate City representative and the Director of the King County Water and Land Resources Division.
- b. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Facilities and Drainage Facility Property Interests.
- i. The City agrees to accept the Drainage Facilities and Drainage Facility Property Interests in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities and Drainage Facility Property Interests.
 - ii. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness

for a particular purpose, with respect to the Drainage Facilities and Drainage Facility Property Interests, and no official, employee, representative or agent of King County is authorized otherwise.

- iii. The City acknowledges and agrees that except as indicated in paragraph 7(c)(ii), the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Drainage Facilities and Drainage Facility Property Interests without regard to whether such defect or deficiency was known or discoverable by the City or the County.

c. Environmental Liability related to the Drainage Facilities and Drainage Facility Property Interests

- i. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- ii. Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Drainage Facilities or Drainage Facility Property Interests by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of the Drainage Facilities or Drainage Facility Property Interests.
- iii. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- iv. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

d. Indemnification related to Drainage Facilities and Drainage Facility Property Interests.

- i. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and

damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occurred prior to the effective date of annexation, except to the extent that indemnifying or holding the City harmless would be limited by Section 7(c) of 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 King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

- ii. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occur on or after the effective date of annexation, except to the extent that indemnifying or holding the County harmless would be limited by Section 7(c) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- iii. For a period of three years following transfer, each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Drainage Facilities and Drainage Facility Property Interests.
- iv. Each Party to this Agreement agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
- e. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. JAIL SERVICES. On and after the date of annexation, the Annexation Area is subject to the existing Interlocal Agreement between King County and the City of Federal Way for Jail Services. All misdemeanor crimes that occur in the Annexation Area prior to the date of annexation will be considered crimes within the jurisdiction of King County for the purposes of determining financial responsibility under said Interlocal Agreement for Jail Services. All misdemeanor crimes that occur in the Annexation Area on or after the date of annexation will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility under the Interlocal Agreement for Jail Services.

9. POLICE SERVICES. On the effective date of the annexation, police service responsibility within the Annexation Area will be transferred to the City. Criminal cases and investigations pending with the County Sheriff prior to the effective date of the annexation remain the responsibility of the County. The parties shall implement the police transition plan attached hereto at **Exhibit H**. In addition to the provisions of that transition plan, the parties further agree as follows:
 - a. Sharing of community information: The County agrees to provide community contact lists that the County may have regarding the Annexation Area to the City within 90 days of the City so requesting such information. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations.
 - b. Annexation of Emergency Response (911) Services: The City and County agree to coordinate transfer of emergency response (911) services in the Annexation Area.

10. DISTRICT COURT SERVICES TRANSITION. The County will be responsible for the prosecution of and payment of any fees or assessments associated with misdemeanor criminal cases where the alleged violation occurred prior to the effective date of annexation. The City will be responsible for the prosecution of and payment of court filing fees and other fees associated with misdemeanor criminal cases where the alleged violation occurred on or after the effective date of annexation.

11. ANNEXATION AREA BOUNDARIES TO INCLUDE ROADWAYS BOUNDING AGRICULTURAL PRODUCTION DISTRICTS. The parties agree that, subject to approval by the Boundary Review Board, any and all county roadways located on the edge of the Annexation Area adjacent to or abutting the Green River Agricultural Production District(s), shall be included within the Annexation Area.
 - a. The parties agree to work collaboratively to resolve issues relating to policing authority and road maintenance responsibility within the Green River Agricultural Production District, including considering the option of transitioning those responsibilities from the County to the City and/or the Cities of Kent and Auburn. The parties agree to seek to include the Cities of Kent and Auburn in such discussions.

12. STATUS OF COUNTY EMPLOYEES. Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Area, provided that the City's consideration of hiring affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 et seq. The County shall in a timely manner provide the City with a list of those affected employees.

13. ADMINISTRATION AND CONTACT PERSONS. The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

City of Federal Way:

King County:

City Manager
City of Federal Way
33325 8th Avenue S.
Federal Way, WA 98003-6210

Director, Office of Management and Budget
King County
701 5th Avenue
Suite 3200
Seattle, WA 98104

14. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

15. INDEMNIFICATION.

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) Section 7 concerning Drainage Facilities and Drainage Facility Property Interests, which Section shall be controlled exclusively by the provisions therein; (2) **Exhibit B** relating to Development Permit Processing which Exhibit contains separate indemnification provisions; and (3) **Exhibit D** relating to the transfer of park and open space properties which also contains separate indemnification provisions.

a. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any

principal of governmental authority is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental authority is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.
- c. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
- d. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

16. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- b. Filing. A copy of this Agreement shall be filed with the Federal Way City Clerk and recorded with the King County Auditor.
- c. Records. Until December 31, 2013, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. Other provisions of this section notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.

- d. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- e. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- f. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
- g. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- h. Remedies. In addition to any other remedies provided at law, the Parties agree that in the event of a breach of this Agreement, the aggrieved party may seek specific performance.
- i. Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.
- j. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- k. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- l. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- m. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.

- n. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 13. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 13. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- o. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- p. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
- q. Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF FEDERAL WAY:

KING COUNTY:

Neal Beets, City Manager

Ron Sims, Executive

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

DATED: _____

DATED: _____

Approved as to Form:

Approved as to Form:

City Attorney

Sr. Deputy Prosecuting Attorney

Exhibit A

Description of Annexation Area

(Note: The legal description is subject to amendment by action of the King County Boundary Review Board)

City of Federal Way East Proposed Annexation Area Legal Description

Those portions of Sections 3, 4, 9, 10, 14, 15, 21, 22, 23, 26, 27, 28, 33, and 34, Township 21 North, Range 4 East, and Sections 33, 34, and 35, Township 22 North, Range 4 East, Willamette Meridian in King County, Washington described as follows:

Commencing at a point 580 feet, more or less, westerly of and 50 feet southerly of the Northeast corner of the Northeast quarter of said Section 33, said point also being on the City of Kent City Limits, as annexed under Kent City Ordinance No. 3351, said point also identified as the southern right-of-way margin of South 272nd Street and easterly Limited Access Line of SR-5;

Thence in an easterly direction along said southern right-of-way margin of South 272nd Street to an intersection with the southerly right-of-way margin of South 272nd Way;

Thence in a southeasterly direction along said southerly margin of South 272nd Way to an intersection with the northerly extension of the east right-of-way margin of 55th Avenue South (aka Harry A. Abel Road, County Road #2515);

Thence in a southerly and southwesterly direction along said east margin of 55th Avenue South to an intersection with the east line of the west half of the west half of said Section 35;

Thence in a southerly direction along said east line to an intersection with the north line of the south half of the southwest quarter of the southwest quarter Section 35, Township 22 North, Range 4 East;

Thence in a westerly direction along said north line to the west right-of-way margin of 55th Avenue South;

Thence in a southerly direction along said west margin of 55th Avenue South to an intersection with the north right-of-way margin of South 288th Street;

Thence in a westerly direction along said north margin to an intersection with the

northerly extension of the westerly right-of-way margin of 51st Avenue South;

Thence in a southerly direction along said northerly extension, the west margin of said 51st Avenue South, and the southerly extension thereof to an intersection with the south right-of-way margin of South 304th Street;

Thence in an easterly direction, 12.00 feet, more or less, along said south margin of South 304th Street to the west right-of-way margin of 51st Avenue South;

Thence in a southerly direction along said west margin of 51st Avenue South a distance of 250 feet;

Thence in an easterly direction perpendicular to said west margin of 51st Avenue South to the east right-of-way margin of 51st Avenue South;

Thence in a southerly direction along said east margin of 51st Avenue South to an intersection with the southeasterly right-of-way margin of South 321st Street;

Thence in a southwesterly and westerly direction along the southeasterly and the south margin of said South 321st Street to an intersection with the easterly right-of-way margin of South Peasley Canyon Road;

Thence in a southeasterly direction along said easterly margin to an intersection with the northerly right-of-way margin of State Route 18 (P.S.H.No. 2);

Thence in an easterly direction along said northerly margin to an intersection with the east line of said Section 15;

Thence in a southerly direction along said east line to the southerly right-of-way margin of relocated Peasley Canyon Road as described in Governor's Deed as Parcel II, recorded under King County Recording Number 7308300450;

Thence in an easterly direction along said southerly margin to an intersection with the east line of the west half of the west half of said Section 14;

Thence in a southerly direction along said east line to an intersection with the north right-of-way margin of South 336th Street;

Thence in an easterly direction along said north margin to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 2543;

Thence in a southerly and easterly direction along said City Limits to an intersection with the City Limits of Algona as annexed under Algona City Ordinance No. 630;

Thence in a southerly direction along said City Limits to an intersection with the

south line of Lot 16, of Block 39, in the Plat of Jovita Heights, recorded in Volume 20 of Plats, Page 12, records of King County, Washington;

Thence in an easterly direction along said south line to an intersection with the westerly right-of-way margin of 59th Avenue South;

Thence in a southerly direction along said westerly margin of 59th Avenue South to the Northeast corner of Lot 6 of Block 83, in said Plat of Jovita Heights;

Thence in a westerly direction along the north line of said Lot 6, a distance of 100 feet, more or less, to an intersection with a line parallel to and 100 feet west of the westerly right-of-way margin of 59th Avenue South;

Thence in a southerly direction along said parallel line, a distance of 225 feet, more or less, to an intersection with the south line of Lot 8 of said Block 83;

Thence in an easterly direction along said south line to an intersection with the westerly right-of-way margin of 59th Avenue South;

Thence in a southerly direction along said westerly margin of 59th Avenue South to an intersection with the City Limits of Algona as annexed under Algona City Ordinance No. 760;

Thence in a westerly direction along said City Limits to the Northwest corner of that portion as annexed under Algona City Ordinance No. 760;

Thence continuing westerly along the centerline of South 360th Street as vacated by Vacation Ordinance 5588 to the northerly extension of the easterly right-of-way margin of 57th Avenue South;

Thence in a southerly direction along said northerly extension and along the easterly margin of 57th Avenue South to the easterly extension of the south right-of-way margin of South 360th Street;

Thence in a westerly direction along said easterly extension and along said south margin of South 360th Street to the easterly right-of-way margin of 55th Place South;

Thence in a westerly direction to the southeasterly corner of Lot 30 of Block 86, in said Plat of Jovita Heights;

Thence in a northwesterly direction along the southerly line of said Lot 30 to the southwest corner of said Lot 30, said corner being on the line common to Lots 25 through 30 and 8 through 13 of Block 86, in said Plat of Jovita Heights;

Thence in a southwesterly direction along said common line to the southeasterly

corner of Lot 13 of Block 86, in said Plat of Jovita Heights;

Thence in a northwesterly direction along the southerly line of said Lot 13 to the southeasterly right-of-way margin of 54th Place South;

Thence in a southwesterly and southeasterly direction along the southeasterly and northeasterly margin of 54th Place South to the easterly extension of the south right-of-way margin of South 360th Street;

Thence in a westerly direction along said easterly extension and along said south margin of South 360th Street to an intersection with the easterly right-of-way margin of 51st Avenue South;

Thence in a southerly direction along said east margin to an intersection with the easterly extension of the southerly right-of-way margin of South 360th Street;

Thence in a westerly direction along said easterly extension and the south margin thereof to an intersection with the easterly right-of-way margin of Military Road South;

Thence in a southwesterly direction along said easterly margin to an intersection with the north line of the south half of said Section 34, Township 21 North, Range 4 East;

Thence in a westerly direction along said north line and along the north line of the south half of said Section 33, Township 21 North, Range 4 East, to an intersection with the southwesterly right-of-way margin of Enchanted Parkway South (SR-161);

Thence in a northwesterly direction along said southwesterly margin of Enchanted Parkway South (SR-161) to the northeasterly corner of Lot 14 of the Plat of Stone Creek recorded in Volume 211 of Plats, Page 93 thru 98, records of King County, Washington;

Thence in a southwesterly direction along the northwesterly line of said lot 14 to the northeasterly right-of-way margin of 27th Place South;

Thence in a southeasterly direction along said northeasterly margin of 27th Place South to the north line of the south half of said Section 33;

Thence in a westerly direction along said north line to the southwesterly right-of-way margin of 27th Place South;

Thence in a northwesterly direction along said southwesterly margin of 27th Place South to the northeasterly corner of Lot 3 of said plat of Stone Creek;

Thence in a westerly direction along the northerly line of said lot 3 to the northwesterly corner of said Lot;

Thence in a southeasterly direction along the westerly line of said Lot 3 to the north line of the south half of said Section 33;

Thence in a westerly direction along said north line to the City Limits of Federal Way as annexed under Federal Way City Ordinance No. 04-480;

Thence in a northerly and northwesterly direction along said City Limits to an intersection with the City Limits of Federal Way as annexed under Federal Way City Ordinance No. 98-311;

Thence in a northwesterly direction along said City Limits to an intersection with the City Limits of Federal Way as annexed under King County Ordinance No. 8779;

Thence in a northeasterly direction along said City Limits to an intersection with the City Limits of Federal Way as annexed under Federal Way City Ordinance No. 94-220;

Thence in an easterly, southeasterly, and northeasterly direction along said City Limits to an intersection with the City Limits of Federal Way as annexed under Federal Way City Ordinance No. 04-479;

Thence in a northeasterly, northwesterly, and westerly direction along said City Limits to an intersection with the City Limits of Federal Way as annexed under Federal Way City Ordinance No. 94-220;

Thence in a northerly and westerly direction along said City Limits to an intersection with the City Limits of Federal Way as annexed under Federal Way City Ordinance No. 98-332;

Thence in a northerly, easterly, northerly, and westerly direction along said City Limits to an intersection with the City Limits of Federal Way as annexed under Federal Way City Ordinance No. 99-358;

Thence in a northerly and southwesterly direction along said City Limits to an intersection with said City Limits of Federal Way as annexed under Federal Way City Ordinance No. 98-332;

Thence in a southwesterly, southerly, westerly, southerly, and westerly direction along said City Limits to an intersection with the City Limits of Federal Way as annexed under King County Ordinance No. 8779;

Thence in a northerly direction along said City Limits to the point of beginning.

Exhibit B

Development Permit Processing in the Annexation Area from and after the date of Annexation

Pursuant to the INTERLOCAL AGREEMENT BETWEEN THE CITY OF FEDERAL WAY AND KING COUNTY, RELATING TO THE ANNEXATION OF THE FEDERAL WAY POTENTIAL ANNEXATION AREA dated _____, 2007 (the "Agreement").

1. Pre-annexation Building Permit Applications Filed with King County.

1.1 Except as otherwise specified herein, the County shall continue to review on behalf of the City all vested building permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City.

1.2 As defined herein, building permits include but are not limited to building permits, mechanical permits and fire systems/fire sprinkler permits.

1.3 County review of building permits pursuant to this Exhibit shall include decisions to approve, condition or deny applications; follow-up inspections; issuance of extensions or completion of extensions; and issuance of ancillary permits, such as fire and mechanical permits that are essential for completion of each original project permit. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision.

1.4 The City shall have sole discretion and responsibility on the assessment of required performance and the enforcement or release of financial guarantees required of an applicant to secure compliance with permit or development-related requirements. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

1.5 The County shall review and render decisions on requests for changes to approved building-related plans up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project, whichever is earlier. Following issuance of a certificate of occupancy or final construction approval, requests for changes to the approved set of plans shall be referred to the City. The City intends to process such requests as new permit applications.

2. Pre-annexation Land Use Permit Applications Filed with King County.

2.1 Except as otherwise specified herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application is vested shall be made by the City.

2.2 As defined herein, land use permits include but are not limited to conditional use permits, site plan approvals, rezones, reasonable use permits, special use permits, variances, SEPA reviews, shoreline permits and exemptions, short subdivisions, formal subdivisions (preliminary plats and final plats), boundary line adjustments, lot line elimination, binding site plans, plat alterations and amendments, right-of-way permits, clearing and grading permits, and other land use and engineering permits and approvals.

2.3 For those vested land use applications that do not require a public hearing prior to issuance, the County shall render a decision to approve, condition or deny applications; conduct follow-up inspections; and issue extensions or completion of extensions.

2.4 For those vested land use applications that require quasi-judicial or legislative approval or that involve administrative appeals, the County shall prepare a report and recommendation to the City's designated decision-maker for a final decision. Except as provided in Section 5, the City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings or appeals and making any final decision on such applications. County staff shall attend the public hearing to testify with respect to analysis set forth in the County's report and recommendation.

2.5 For those subdivisions and short subdivisions that have been granted preliminary approval prior to incorporation or annexation or under Section 2.4, the County shall continue its review through engineering plan approval, final plat or short plat approval, construction inspection approval and maintenance/defect approval phases. For each of these post-preliminary review phases, the County shall prepare a recommendation for the City's designated decisionmaker. All final decisions on any of the post-preliminary review phases shall be rendered by the City. At the request of the City, County staff shall appear before the City Council to discuss analysis set forth in the County's final plat approval recommendation.

2.6 The City shall have sole discretion and responsibility on the assessment of required performance and the enforcement or release of financial guarantees required of the applicant to secure compliance with permit or development-related requirements. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

3. Permit Renewal or Extension. The City shall have ultimate authority to determine whether or not to renew a building permit or to renew or extend a land use permit under review or issued by the County in the Annexation Area.

4. Optional Exclusion of Particular Applications. The City or County may at any time exclude from the provisions of this Exhibit any particular permit(s) or application(s) upon providing to the County or City fifteen days advance written notice. If the City provides written objection to the County's exclusion within ten days thereafter, the County shall continue processing of the application. Upon excluding any permit or application from review under this Exhibit, the County shall transmit the file to the City and the City shall assume responsibility for all further processing of such permit(s) or application(s).

5. Optional Hearing Examiner Review. Notwithstanding any other provision in this Exhibit, upon written request by the City, the County may agree to have the King County Hearing Examiner conduct public hearings or appeals on behalf of the City for particular land use or building permit applications. Decisions regarding whether to utilize the County Hearing Examiner for appeal or hearing recommendations or decisions shall be made by the City and County on a case by case basis.

6. SEPA Compliance.

6.1. In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the County shall serve as lead agency for all applications processed by the County pursuant to this Exhibit.

6.2. Except as provided in Section 5 hereof, appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard by the City.

7. Permit Condition and Code Enforcement.

7.1. Enforcement of Code Requirements. Within sixty days following the date the annexation becomes effective, the County shall provide the City with a list and brief explanation of all Annexation Area code enforcement cases under review by the County at the time of annexation and shall provide file documents to the City upon request.

7.2. The City shall be responsible for undertaking any code enforcement actions following the date of annexation.

8. Fees and Reimbursement.

8.1. In order to cover the costs of processing building and land use permit applications and performing SEPA review in accordance with the terms of this Exhibit, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances, which shall be adopted by the City and as may be modified at some future date by the County and the City.

8.2 For all applications upon which the County has initiated review and that are subsequently excluded from County processing or transferred to the City pursuant to the terms of this Exhibit, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

9. Duration. This Exhibit shall take effect upon the effective date of the annexation of the Annexation Area and shall continue in effect for a period of five years thereafter, unless otherwise terminated or extended. Either party may terminate this Exhibit upon providing at least one hundred and twenty days (120) days written notice to the other party. The Exhibit may be extended as provided in Section 11.

10. Termination Procedures. Upon termination of this Exhibit, the County shall cease further processing, enforcement, and related review functions with respect to applications it is processing under this Exhibit. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

11. Extension. Pursuant to a mutual agreement between the parties, this Exhibit may be extended for five additional years or for a lesser agreed upon period. In order to extend the otherwise applicable termination date of this Exhibit, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable termination date. If the parties have not agreed to the extension in writing by the termination date, the Exhibit terminates.

12. Indemnification.

12.1 The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Exhibit. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal of governmental authority is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

12.2 The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Exhibit. In the event that any suit based

upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental authority is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

12.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

13. Personnel. Control of personnel assigned by the County to process applications under this Exhibit shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

14. Administration. This Agreement shall be administered by the Director of the King County Development and Environmental Services or his/her designee, and the City Manager, or his/her designee.

15. Legal Representation. The services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

16. Defined Terms. Terms used in this Exhibit not otherwise defined shall have the meaning as set forth in the body of the Agreement.

**Exhibit C
Property Description**

**General Description and Names of County Parks Transferring to the City of
Federal Way**

<u>Name of park</u>	<u>Amenities/facilities</u>
Bingamon Pond Natural Area	16.72 acres open space with internal trail
Camelot Park	18.08 acres undeveloped open space
Five Mile Lake Park	31.94 acres developed with ballfields, swimming beach and related facilities, fishing pier, parking lot, picnic area, play equipment area, tennis courts, internal trails
Lake Geneva Park	18.64 acres developed with boat launch, play field, parking lot, picnic areas, play equipment area, restroom, soccer fields
South County Ballfields/Athletic Complex	24.60 acres developed with 5 baseball fields, parking lots, picnic shelter
Greenbelt properties	Seven parcels

Exhibit D

**Intergovernmental Land Transfer Agreement Between
King County and the City of Federal Way**

Relating to the Ownership, Operation and Maintenance of Parks,
Open Space, Recreation Facilities and Programs

This Agreement is made and entered into this day by and between the City of Federal Way, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside its boundaries; and

WHEREAS the County, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for local parks, open space, recreational facilities and programs in the City's Potential Annexation Area, specifically, Bingamon Pond Natural Area, Camelot Park, Five Mile Lake Park, Lake Geneva Park, and South County Ballfield/Athletic Complex (collectively, the "**Local Park Properties**") as further described in **Exhibit B-1** through **B-5**); and

WHEREAS, the County also owns certain undeveloped properties within the City's Potential Annexation Area which were acquired to be preserved as greenbelts, as further described in **Exhibit B-6** (collectively, the "**Greenbelt Properties**") and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS given the legal restriction regarding conversion of the Local Park Properties and Greenbelt Properties (collectively, the "**Park Properties**"), the marketability of the properties is limited and, as a result, the cost of operating the Park Properties is approximately equal to the value of the Park Properties to the County; and

WHEREAS to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency; and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption in the transfer of the **Park Properties**;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Conveyance of Title

1.1 Upon the effective date of the annexation by the City of the area in which the Park Properties are located, King County shall convey to the City by bargain and sale deed all its ownership interest, and/or, when possible, by assignment, any leasehold interest or shared use responsibility, in the following listed park/recreation site(s), which are described more fully in **B-1** through **B-5** (the "**Local Park Properties**"):

Names of County Local Parks Transferring to the City of Federal Way

Bingamon Pond Natural Area (Exhibit B-1)
Camelot Park (Exhibit B-2)
Five Mile Lake Park (Exhibit B-3)
Lake Geneva Park (Exhibit B-4)
South County Ballfields/Athletic Complex (Exhibit B-5)

1.2 Upon the effective date of the annexation by the City of the area in which the Park Properties are located, King County shall convey to the City by quitclaim deed in substantially the form in **Exhibit C**, attached hereto and incorporated herein by reference, to the City, and the City shall accept, the **Greenbelt Properties** identified in **Exhibit B-6** attached hereto and incorporated herein by reference, and which conveyance and acceptance shall be subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Greenbelt Properties.

1.3. All deeds for transfer of the **Local Park Properties** shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce all of these covenants, which shall be set forth as follows:

“The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that

other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"The City covenants that it shall place the covenants herein in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

- 1.4 The deeds for the **Camelot Park, Five Mile Lake Park and Lake Geneva Park** shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property will continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore."

"The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

- 1.5 The deeds for the **Bingamon Pond Natural Area** shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City acknowledges that the Property was purchased for open space purposes with funds from Open Space Bonds authorized in 1989 by King County Ordinance 9071 and covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 9071, including that the City covenants that the Property will continue to be used for the purposes contemplated by Ordinance 9071, which prohibits both active recreation and motorized recreation such as off-road recreational vehicles but allows passive recreation, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by Ordinance 9071, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore."

"The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that any and all user fees charged for the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City."

1.6 The deeds for the **Camelot Park, Five Mile Lake Park, South County Ballfields/Athletic Complex and Lake Geneva Park** shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes.

1.7 The deeds for the **Greenbelt Properties** shall contain the restrictions intended to preserve the use of said properties as greenbelts restricted to use as open space and passive recreation, as were placed on the properties at the time of their conveyance to King County, all as more specifically described in said deeds. The City covenants that it shall place said restrictions in any deed conveying any or a portion of the Greenbelt Properties.

1.8 The **Local Park Properties** being conveyed include the personal property, equipment and supplies listed on Exhibit A-1. The County will leave such existing property, equipment and supplies on site. The City takes such property, equipment and supplies AS IS and WHERE IS and agrees that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from use of the equipment and supplies.

2. Existing Restrictions, Agreements, Contracts or Permits

2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

- 2.2 The City has reviewed Project Agreement for Project No. 80-053A between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") (Recording number 198208190451), for funding for the acquisition of Lake Geneva Park, and agrees that it shall execute an amendment to the Project Agreement that substitutes the City for the County as the "Contracting Party" in the Project Agreement so that the City shall become the "Project Sponsor." The City shall execute this amendment within fifteen (15) days of execution of said amendment from IAC.
3. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services
 - 3.1 The City has inspected and knows the condition of the Park Properties and agrees to accept the Park Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Park Properties.
 - 3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Park Properties, and no official, employee, representative or agent of King County is authorized otherwise.
 - 3.3 The City acknowledges and agrees that except as indicated in paragraph 4.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Park Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County.
 4. Environmental Liability
 - 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
 - 4.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Park Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Park Properties, changing the configuration of the Park Properties, or changing the use of the Park Properties.
 - 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately

notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

5. Indemnification and Hold Harmless

5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Park Properties that occurred prior to the effective date of conveyance of the Park Properties to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of 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 King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

5.2 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 existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue; 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, including all chargeable costs and attorney's fees.

5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Park Properties that occurred on or after the effective date of conveyance of the Park Properties to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of

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

5.4 Each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Park Properties.

5.5 Each party agrees that its obligations under this Section 5 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

6. Audits and Inspections

6.1 Until December 31, 2013, any of either party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

7. Waiver and Amendments

7.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

8. Entire Agreement and Modifications

8.1 The parties to this Intergovernmental Agreement acknowledge that it is a negotiated agreement and that, together with its Exhibits and that certain Agreement dated _____ between the parties entitled INTERLOCAL AGREEMENT BETWEEN THE CITY OF FEDERAL WAY AND KING COUNTY, RELATING TO THE ANNEXATION OF THE FEDERAL WAY POTENTIAL ANNEXATION AREA, ("Annexation Agreement") sets forth the entire agreement between the parties with respect to the subject matter hereof. There are no understandings or agreements between the parties respecting the subject matter hereof, written or oral, other than as set forth herein and in the Annexation Agreement.

9. Duration and Authority

9.1 This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

10. Notice

10.1 Any notice provided for herein shall be sent to the respective parties at:

King County:

Kevin Brown
Manager, Parks and Recreation
Division, DNRP
Suite 700, King Street Center
201 S. Jackson Street
Seattle, WA 98104

City:

Neal Beets
City Manager
City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003-6210

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Federal Way

King County Executive

City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County
Senior Deputy Prosecuting Attorney

City Attorney

Date

Date

EXHIBIT A
King County Local Parks and Greenbelt Properties Transferring to
the City of Federal Way
(Collectively, the “Park Properties”)

<u>Name of park</u>	<u>Amenities/facilities</u>
Bingamon Pond Natural Area	16.72 acres open space with internal trail
Camelot Park	18.08 acres undeveloped open space
Five Mile Lake Park	31.94 acres developed with ballfields, swimming beach and related facilities, fishing pier, parking lot, picnic area, play equipment area, tennis courts, internal trails
Lake Geneva Park	18.64 acres developed with boat launch, play field, parking lot, picnic areas, play equipment area, restroom, soccer fields
South County Ballfields/Athletic Complex	24.60 acres developed with 5 baseball fields, parking lots, picnic shelter
Greenbelt Properties	Seven parcels

Exhibit A-1
Personal Property, Equipment and Supplies to be Transferred with Local Parks Properties

Five Mile Park

Garbage cans - 25
Picnic tables - 25
Float line - 1
Bleachers - 2, aluminum standard size
Irrigation controller - 1

Lake Geneva Park

Garbage cans - 6
Bleachers - 2, aluminum standard size
Soccer goals - 4, steel with nylons nets
Irrigation controller - 1

South County Ballfields/Athletic Complex

Garbage cans - 10
Bleachers - 10, aluminum standard size
Irrigation controllers - 2
Additional Equipment:
 Chalk liners - 1
 Whiting - approximately 10 bags, 50 pounds per bag
 Paint liners - 1
 Paint - approximately 5 cases of 12 cans to a case
 Safety slider bases - 15
 Quick couplers - 6
 Ballfield Rakes - 2
 Infield drag - 1
 Flex harrow - 1
 Pitching rubbers - 7
 Home plates - 6

EXHIBIT B
Legal Descriptions

Exhibit B-1
BINGAMON POND NATURAL AREA

PARCEL A – TAX PARCEL NO. 342204-9059

The West half of the Southeast quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 22 North, Range 4 East, W.M., in King County, Washington: EXCEPT the West 115 feet of the North 15 feet thereof; TOGETHER WITH an easement for ingress and egress over the North 15 feet of the West 115 feet of the West half of the Southeast quarter of the Northeast quarter of the Southwest quarter of said Section AND OVER the West 15 feet of the Northeast quarter of the Northeast quarter of the Southwest quarter of said Section.

SUBJECT TO: Easement dated December 1, 1961, and recorded under King County Auditor's File No. 5359482; Easement dated July 2, 1955, and recorded under King County Auditor's File No. 4624497, and Easement recorded under King County Recording No. 7701260409.

PARCEL B – TAX PARCEL NO. 342204-9283

The Northeast quarter of the Southeast quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 22 North, Range 4 East, W.M., in King County, Washington.

SUBJECT TO: 1) Non-Protest Agreement in which the owner agrees, in receiving a permit for temporary sewer service, not to protest the construction of a permanent sewer that will regularly serve the premises or the assessment that will be levied against the premises for its construction. In favor of: Federal Way Water and Sewer District, dated October 27, 1992, recorded November 5, 1992, under King County Recording No. 9211051972; 2) Any restrictions of the use of the land resulting from the rights of the public or riparian owners to use any waters which may cover or may formerly have covered the land; 3) Covenants, conditions, restrictions and other matters imposed by instrument recorded December 27, 1910, under King County Auditor's File No. 723048; 4) Agreement between Federal Way Water and Sewer District and Rule Investment Group, dated July 31, 1990, recorded August 8, 1990, under King County Recording No. 9008081581 (An Amendment to said Agreement was recorded under King County Recording No. 9112300711; and 5) Sensitive Area Notice recorded April 17, 1992, under King County Recording No. 9204170363.

PARCEL C – TAX PARCEL NO. 342204-9284

The Southwest quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 22 North, Range 4 East, W.M., in King County, Washington; EXCEPT the West 360 feet of the North 242 feet; AND EXCEPT the North 147 feet; AND EXCEPT the South 50 feet of the North 197 feet of the East 210 feet; AND EXCEPT County Road.

(ALSO KNOWN AS a portion of Lot 4, King County Short Plat No. 677108, recorded under King County Recording No. 7809200909.)

SUBJECT TO: 1) Right to enter premises to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line located in the street or road adjoining the premises granted to Puget Sound Power & Light Company, recorded March 15, 1946, under King County Auditor's File No. 3549390; 2) Easement and the terms and conditions thereof for purposes of ingress and egress affecting the North 60 feet of the West 180 feet of the North 242 feet of the SW ¼ of the NE ¼ of the SW ¼ of Section 34, Township 22 North, Range

4 East, W.M., in King County, Washington, recorded July 18, 1955, under King County Auditor's File No. 4595444;

3) Covenants, conditions, restrictions, easements, dedications, notes and recitals, and the terms and conditions thereof contained on Short Plat recorded September 20, 1978, under King County Recording No. 7809200909; 4) Easement and the terms and conditions thereof granted to King County for drainage purposes affecting the East 15 feet of the West 435 feet of said premises and other property, dated June 19, 1995, under King County Recording No. 9506190910.

PARCEL D – TAX PARCEL NO. 796760-0050

The South half of the Southeast quarter of the Northwest quarter of the Southwest quarter of Section 34, Township 22 North, Range 4 East, W.M., in King County, Washington; EXCEPT 30 feet on the South and East side and 10 feet on the West side thereof for road purposes. (ALSO KNOWN AS Tract 5, Star Lake Five-Acre Tracts, Unrecorded.)

PARCEL E – PORTION OF TAX PARCEL 342204-9151

An easement for conservation purposes as set forth in instrument recorded under Recording Number 96050609245 affecting the West 115 feet of the South 190 feet of the North 410 feet of the West half of the Southeast quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 22 North, Range 4 East, W.M., in King County, Washington.

Exhibit B-2
CAMELOT PARK
(TAX PARCEL NO. 032104-9003)

PARCEL A

The Southwest quarter of the Northeast quarter of Section 3, Township 21 North, Range 4 East, W.M., King County, Washington, LESS portion platted Camelot Division C, Camelot Division E, Camelot Division G, Camelot Division J, and Camelot Division N.

AND

The East one-half of the Southeast quarter of the Northwest quarter of Section 3, Township 21 North, Range 4 East, W.M., King County, Washington, LESS the North 330 feet, LESS that portion lying southerly of a road deeded to King County by deed recorded under King County Recording No. 6541264, LESS portion platted Camelot Division C, Camelot Division F, Camelot Division G, Camelot Division M, and Camelot Division N, CP #422.

PARCEL B

That portion of the following described parcel lying Northerly of a road deeded to King County by deed recorded under King County Recording No. 6541264: The West one-half of the Southeast quarter of the Northwest quarter of Section 3, Township 21 North, Range 4 East, W.M., King County, Washington, LESS portion platted Camelot Division A, Camelot Division B, Camelot Division F, and Camelot Division G, LESS any roads in said Section 3.

Exhibit B-3
FIVE MILE LAKE PARK
(TAX PARCEL NO. 375060-0033)

All of Block 7; together with all of Block 8; together with all of Block 9 less Lot 28; together with all of Block 10; together with all of Block 11; together with all of Block 12 less Lot 1; together with Lots 1, 2, 3, and Lots 9, 10 and 11, Block 13; together with Lots 1 through 7, Block 22; together with Lots 1 through 11, and Lots 13 through 21, Block 23; together with Lots 1 through 6, and the North 82 feet of Lot 7, Block 24; together with all of Block 130, Jovita Addition, as per plat recorded in Volume 19 of Plats, page 14, records of King County, Washington; together with shore lands adjoining, LESS road.

Exhibit B-4
LAKE GENEVA PARK

PARCEL A – TAX PARCEL NO. 606460-0020

The North half of the Northwest quarter of the Southeast quarter of Section 22, Township 21 North, Range 4 East, W.M., in King County, Washington; EXCEPT the South 55 feet; and EXCEPT the East 30 feet for road; and EXCEPT portion thereof lying within Lake Geneva's Lakeshore Estates, according to the plat recorded in Volume 69 of Plats, page 49, in King County, Washington. (ALSO KNOWN AS Tracts 1, 2 and 3, and the North 110 feet of Tract 4 of A.B. Newell's Lake Geneva Tracts, an unrecorded plat.)

PARCEL B – TAX PARCEL NO. 506640-0521

That portion of Maltby's Lake Geneva Five-Acre Tracts, according to the plat recorded in Volume 14 of Plats, page 73, in King County, Washington, described as follows: The South 100 feet of Tract 26, as measured along the East line thereof; AND Tract 27, except the North 10 feet for road.

SUBJECT TO: Easement dated March 24, 1989 and recorded under King County Auditor's File No. 890410030.

ALSO,

Portion of Tract 28, 29 and 30, Maltby's Lake Geneva Five-Acre Tracts, according to the plat recorded in Volume 14 of Plats, page 73, in King County, Washington, described as follows: Beginning at the S.W. corner of said Lot 28; thence North 0°05'43" East 246.35 feet on the West boundary of said tract; thence North 89°25'22" East 200 feet; thence North 0°05'43" East 163.35 feet; thence North 89°25'22" East 548.37 feet to the East boundary of Tract 30; thence South 8°08'50" East 32.93 feet along the East boundary of Tract 30; thence South 36°51'29" East 301.66 feet along the East boundary of Tract 30; thence South 89°38'10" West 274.39 feet; thence South 0°05'43" West 135.00 feet; thence South 89°38'10" West 658.14 feet to the true point of beginning; EXCEPT the South 5.10 feet of said Tracts 28 and 29 for County Road; situate in the County of King, State of Washington.

Exhibit B-5
SOUTH COUNTY BALLFIELDS/ATHLETIC COMPLEX

PARCEL A – TAX PARCEL NO. 375160-1903

Lots 7 through 17, Block 48, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, page 12, records of King County, Washington.

SUBJECT TO: Reservations and exceptions contained in Deed from Northern Pacific Railroad Company, recorded April 12, 1884, under King County Auditor's File No. 4865 (Reserving and excepting from said described premises so much and such parts thereof as are or may be mineral lands or contain coal or iron for the use of the said party of the first part, its successors and assigns).

PARCEL B – TAX PARCEL NO. 375160-1930, 375160-2000, 375160-2691, 375160-2697 AND 375160-2735

Lots 1 through 30, Block 49, Lots 1 through 24, Block 50, Lots 1 and 2, Block 63, Lots 1 through 5 and the North half of Lot 20 and all of Lots 21 through 25, Block 65, all within Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, page 12, records of King County, Washington; EXCEPT those Easterly portions of Lots 16 through 20 & 22 through 24 of said Block 50, as conveyed to King County for Military Road by Deeds recorded under Recording No. 5139339 and 5252999.

SUBJECT TO: 1) Reservations and exceptions contained in Deed from Northern Pacific Railroad Company, recorded April 12, 1884, under King County Auditor's File No. 4865 (Reserving and excepting from said described premises so much and such parts thereof as are or may be mineral lands or contain coal or iron for the use of the said party of the first part, its successors and assigns; 2) Easement for the right to make slopes for cuts and fills along the street margin of Lots 16 through 20 and Lots 23 and 24, Block 50, abutting Military Road, as granted by Deed recorded under King County Recording No. 5139339; 3) Easement for the right to make slopes for cuts and fills along the street margin of Lot 22, Block 50, abutting Military Road, as granted by Deed, recorded under King County Recording No. 5252999; 4) Rights of the public in and to that portion of Lot 21, Block 50, lying in Military Road, as disclosed by official maps on file in the Office of the Assessor in the Finance Division of King County.

PARCEL C – TAX PARCEL NOS. 375160-2697, 375160-2747, 375160-2755, 375160-2757, 375160-2759, 375160-2765, 375160-2771, 375160-2773, 375160-2775, 375160-2779, 375160-2781, 375180-2783

The North half of Lot 6, Block 65 and Lots 1 through 10, and 13 through 20, Block 66, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, page 12, records of King County, Washington.

SUBJECT TO: Reservations and exceptions contained in Deed from Northern Pacific Railroad Company, recorded April 12, 1884, under King County Auditor's File No. 4865 (Reserving and excepting from said described premises so much and such parts thereof as are or may be mineral lands or contain coal or iron for the use of the said party of the first part, its successors and assigns).

PARCEL D – TAX PARCEL NO. 375160-2767 AND 375160-2769

Lots 11 and 12, Block 66, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, page 12, records of King County, Washington.

SUBJECT TO: 1) Reservations and exceptions contained in Deed from Northern Pacific Railroad Company, recorded April 12, 1884, under King County Auditor's File No. 4865 (Reserving and excepting from said described premises so much and such parts thereof as are or may be mineral lands or contain coal or iron for the use of the said party of the first part, its successors and assigns); 2) Record of Survey, recorded on November 1, 1993, under King County Recording No. 9311019004.

Exhibit B-6
Greenbelt Properties

Lot 76, Kingco Estates No. 3, as recorded in Volume 116 of Plats, pages 082 and 083, records of King County, Washington.

SUBJECT TO: conditions of plat as dedicated to King County by plat recorded under Auditor's File No. 8011260586. (Tax Acc't. 387401-0760)

Park and Recreation Area of Lake Dolloff Tracts, as recorded in Volume 039 of Plats, pages 001 and 002, records of King County, Washington

SUBJECT TO: conditions of plat as dedicated to King County by plat recorded under Auditor's File No. 194210213272189 (Tax Acc't. 401320-0250)

Serenidad South (Tax Acc't 032104-9185)

That portion of the southwest quarter of the southeast quarter of Section 3, Township 21 N., Range 4 E, W.M. King County, Washington described as follows: Beginning at the south ¼ corner of said Section 3; thence N01°36'26"E, along the West line of said SW ¼ of the SE ¼ 200.09 feet; thence S89°50'05"E 212.00 feet; thence S0°09'55"W, 90.00 feet; thence S89°50'05"E, 225.00 feet; thence N0°09'55"E 25.82 feet; thence S89°50'05"E, 64.42 feet; thence S10°30'00"W, 59.76 feet; thence S0°06'15"E 74.52 feet to the South line of said subdivision; thence S89°53'45"W, along said South line 496.09 feet to the True Point of Beginning, EXCEPT the South 30.00 feet thereof for County Road, containing 59,842 square feet (1.374 acres).

SUBJECT TO: conditions of deed as conveyed to King County by deed recorded under Auditor's File No. 7504150422.

SUBJECT TO: a 200 foot wide power line easement granted to Puget Sound Power and Light Company as recorded under King County Auditor's file No. 7407240511.

Tract A, Serenidad South No. 5, according to the plat thereof recorded in Volume 099 of Plats, pages 088 and 089, records of King County, Washington

SUBJECT TO: conditions of deed as conveyed to King County by deed recorded under Auditor's File No. 7711220447. (Tax Acc't. 769663-0490)

Tract A, Star Lake Estates, according to the plat thereof recorded in Volume 107 of Plats, pages 038 through 040, records of King County, Washington

SUBJECT TO: conditions of plat as dedicated to King County by plat recorded under Auditor's File No. 7806260896. (Tax Acc't. 796720-0440)

Tract A, Star Lake Ridge, according to the plat thereof recorded in Volume 144 of Plats, pages 035 through 037, records of King County, Washington

SUBJECT TO: conditions of plat as dedicated to King County by plat recorded under Auditor's File No. 8901310332 (Tax Acc't. 796790-0300)

Tract A, Sweet Briar Division 2, according to the plat thereof recorded in Volume 098 of Plats, pages 038 through 039, records of King County, Washington

SUBJECT TO: conditions of deed as conveyed to King County by deed recorded under Auditor's File No. 7610250655 (Tax Acc't. 815962-0370)

Exhibit E

Drainage Facilities to be Transferred to or Subject to Inspection by City of Federal Way upon Annexation of East Federal Way PAA

Table A: Stormwater System Facilities to be transferred to City

Facility number	Facility Name	Facility Address	Facility Type
DR0527	Lake Dolloff Outlet	4200 308th Place S	Channel
DR0544	Peasley Canyon Culvert Repair (Federal Way portion - portion also in Auburn PAA)	5100 S Peasley Canyon Rd	Channel
DR0548	Pump Plant 32 (Camelot Park)	29800 36th Pl S	Pump Station
DR0561	S 360th St Embankment	2100 S 360th St	Regional R/D
DR0576	Sweet Briar Drainage Improvement	4701 SE 292nd St	Enclosed Drain

Table B: Commercial Stormwater Facilities to remain in private ownership, but may be inspected by City

Facility Number	FACILITY NAME	FACILITY ADDRESS
D95496	Sea-Tac Bible Church	29926 37 th Ave S
D95501	Federal Way United Methodist Church	29645 51 st Ave S
D96304	KC Fire District #39	3203 S 360th St
D96623	Word of Truth Church	33415 Military Rd S
D96689	Enchanted Woods Apartments	2020 S 360th St
D96806	Twin Cedars Mobile Home Park	37301 28 th Ave S
D96807	Twin Cedars Mobile Home Park	37301 28 th Ave S
D96952	Kloshe-Illahee Mobile Home Park	2500 S 370th St
D96953	Kloshe-Illahee Mobile Home Park	2500 S 370th St
D96954	Kloshe-Illahee Mobile Home Park	2500 S 370th St
D96955	Kloshe-Illahee Mobile Home Park	2500 S 370th St
D97071	Federal Way LDS Church	S 287th St & 48th Ave S
D97227	Circle K Store #88566	5011 S 288th St
D97234	New Life Christian Church	33929 42nd Ave S
D97250	KC Fire Dist 22	4966 S 298th St
D97265	Killarney Woods Mobile Home Park	25th Pl S & S 370th St
D97378	Thomas Jefferson High School	4248 S 288th St
D97428	Pruetts Barn	31633 32nd Ave S
D97479	Fountain Lake Townhomes	4729 S 301st St
D98172	Rainier View Elementary School	3015 S 368th St
D98174	Evergreen Vale PUD	35929 21st Pl S
D98321	Central Presbyterian Church	37505 28th Ave S
D98342	Washington Buddhist Temple	4401 S 360th St

D98436	Valhalla Elementary School	27847 42nd Ave S
D98462	Lakeland Park	35375 Military Rd S
D98463	Lakeland Park	35375 Military Rd S
D98499	Camelot Elementary School	4041 S 298th St
D98500	Chevron on Military Rd	31980 Military Rd S
D98609	Lakeland Elementary School	35625 32nd Ave S
D98621	Seattle Central Korean Church	27616 46th Ave S
D98713	Federal Way LDS Church	28616 48th Ave S
D9X073	Lakeland Park	35375 Military Rd S
D9X129	Seattle Central Korean Church	27616 46th Ave S
D9X154	Federal Way LDS Church	28616 48th Ave S
DS0053	Briggs Residence	36616 28th Ave S
DT0031	D3-007 Road facility	30401 38th Ave S
N98196	AM/PM Mini Mart & Gas Station	3910 S 320th St
N98252	St Nicholas Montessori School	31015 Military Rd S

Table C: Stormwater Facilities Serving Residential Development to be Transferred to City

Facility Number	FACILITY NAME	FACILITY ADDRESS	Parcel Number (if applicable)
D90102	Camelot Park #1	30235 38th Pl S	1312910110
D90103	Camelot Park	4043 S 302nd Pl	
D90152	Sterling Place West	4402 S 313th St	
D90178	Enchanted Estates	2020 S 363rd Pl	2345500420,
D90249	Kingco Estates 3	28409 37th Ave S	2345500430
D90320	Maplewood Vale	36306 25th Ave S	3874010940
D90414	Camelot Park II (with D90102)	3818 S 303rd Ct	5131000810
D90472	Grand Firs	5125 S 302nd Pl	1312910110
D90517	Alder Glen Tract A	35400 25th Ave S	100500450
D90762	Gertrude Lane	4313 S 289th Pl	
D90854	SP 0779128	3505 S 312th Pl	
D90913	Star Lake Hills	27532 46th Ave S	
D90940	SP 0879151	29613 49th Pl S	
D90941	Deville Manor	36633 25th Ave S	2019200650
D91126	Fountain Isle Lake	4323 S 301st Dr	2616700590
D91137	LUM Addition #1	29802 48th Ave S	
D91225	Sterling Park I & II	31301 49th Ave S	
D91362	Mathews Green	2962 S 368th St	5205000540
D91390	Maplewood Ridge	36017 22nd Pl S	
D91391	Maplewood Ridge	36135 22nd Pl S	
D91392	Maplewood Ridge	23RD Ct S & S 362nd St	
D91563	Kings Park Div 4	29724 33rd Ave S	3876710220
D91589	Meadow Mere	3415 S 299th St	5413200180
D91644	Cherry Croft	28400 48th Ave S	1547500220

D91658	Kilarney Glen	35401 27th Pl S	
D91659	Kilarney Glen	2799 S 355th St	
D91670	Coronation Place	2731 S 353rd Pl	
D91737	Palmer Subdivision	29702 48th Ave S	6618500210
D91770	Alder Ridge Div 1	35216 28th Pl S	
D91792	Morningside Crest	4915 S 298th St	0321049208
D91817	Star Lake Ridge	3710 S 279th Pl	3422049280
D91872	Whisperwood	29922 34th Ave S	9491800360
D91931	Star Lake Meadows	27692 41st Ave S	7967780130
D91987	SP 0683090	3808 S 307th Pl	
D92037	Star Lake Estates	4209 S 273rd Pl	7967200440
D92038	Star Lake Estates	27503 43rd Ave S	7967200440
D92062	Forest Hills Estates II	5230 S 279th St	2595650760
D92127	Dogwood Haven	2711 S 371st St	2062000100
D92228	Landing at Star Lake Div 2	27300 32nd Pl S	4180110130
D92245	Alder Glen	35436 25th Pl S	0100500460
D92246	Alder Glen	2435 S 354th St	
D92296	Sterling Meadows	30000 34th Ave S	8001100260
D92351	Mercer Heights	4717 S 298th St	5450700130
D92357	Southern Rose Tr A	36400 30th Ave S	7893850260
D92358	Southern Rose Tr B	36400 31st Pl S	7893850270
D92384	Everettsville	3200 S 312th Pl	2408600190
D92389	AAA 2YR BOND SP S89S0249 (Leach)	3401 S 280th St	
D92399	Camelot Phase III	30300 32nd Ave S	1311110230
D92493	Longspur	4460 S 275th Pl	4401150280
D92494	Longspur	4420 S Star Lk Rd	4401150290
D92495	Van Vleet Shores	3229 S 272nd St	8874000110
D92538	Krista Gardens	4400 S 315th St	3943500090
D92540	Star Lake Glen	28079 39th Ave S	7967650180
D92579	Dimitries Place Tr A	30125 36th Pl S	
D92580	Dimitries Place Tr B	3347 S 301st Pl	
D92629	Arcadia	4127 S 292nd Pl	255580240
D92630	Star Lake Greenhouse SP	3419 Star Lake Rd	
D92643	Cedar Heights Estates	36301 22nd Pl S	1445100400
D92670	Woodbrook Div 1 & 2, Tr C	5338 S 282nd Wy	9510930600
D92674	Crystal Haven	3201 S 376th Pl	1864930260
D92721	Hadley Place	27642 44th Pl S	2989500200
D92797	AAA 2YR BOND Reserve at Star Lake,	3010 S 278th Pl	7237590460
D92870	AAA 2YR BOND Virk Plat	35XX S 298th St	7237590460
D92871	Kit Corner	2714 S 374th Pl	
D92873	Brookshire North	2615 S 362nd Pl	1150700220

Exhibit F

Drainage Facility and Related Property Interests to be Transferred to the City

1. Drainage Related Lands held by King County and Described as Follows:

Tract A and D, Alder Glen according to the plat thereof recorded in Volume 165 of Plats, pages 078 through 081, records of King County, Washington (Tax Acc'ts. 010050-0450 & 010050-0460)

Tract A, Arcadia according to the plat thereof recorded in Volume 189 of Plats, pages 089 through 091, records of King County, Washington (Tax Acc't. 025558-0240)

The East 60 feet of the South 190 feet of the North 220 feet, of the West ½ of the Southeast ¼, of the Northeast ¼ of the Southeast ¼ of Section 3, Township 21 North, Range 4 East, W.M. King County, Washington (Tax Acc't. 032104-9208)

Tract B, Brookshire North according to the plat thereof recorded in Volume 174 of Plats, pages 039 through 042, records of King County, Washington (Tax Acc't. 115070-0220)

Tract A, Camelot Division III, according to the plat thereof recorded in Volume 171 of Plats, pages 097 and 098, records of King County, Washington (Tax Acc't. 131111-0230)

Tract A, Camelot Park Division 2, according to the plat thereof recorded in Volume 117 of Plats, pages 065 and 066, records of King County, Washington (Tax Acc't. 131292-0110)

Tract A, Cedar Heights Estates, according to the plat thereof recorded in Volume 198 of Plats, pages 056 through 060, records of King County, Washington (Tax Acc't. 144510-0400)

Tract A, Cherry Croft, according to the plat thereof recorded in Volume 046 of Plats, pages 038 through 041, records of King County, Washington (Tax Acc't. 154750-0220)

Collingtree Park, according to the plat thereof recorded in Volume 236 of Plats, pages 001 through 06, records of King County, Washington (Tax Acc't. 168700-unassigned)

Tract B, Crystal Haven, according to the plat thereof recorded in Volume 204 of Plats, pages 066 through 068, records of King County, Washington (Tax Acc't. 186493-0260)

Tract A, Deville Manor, according to the plat thereof recorded in Volume 115 of Plats, pages 039 and 040, records of King County, Washington (Tax Acc't. 201920-0650)

Tract A, Dogwood Haven, according to the plat thereof recorded in Volume 160 of Plats, pages 94 and 95, records of King County, Washington (Tax Acc't. 206200-0100)

Tract A and B, Enchanted Estates, according to the plat thereof recorded in Volume 116 of Plats, pages 018 and 019, records of King County, Washington (Tax Acc'ts. 234550-0420, 234550-0430)

Tract A, Everettville, according to the plat thereof recorded in Volume 173 of Plats, pages 064 and 065, records of King County, Washington (Tax Acc't. 240860-0190)

Tract B, Forest Hills Estates II, according to the plat thereof recorded in Volume 163 of Plats, pages 013 through 021, records of King County, Washington (Tax Acc't. 259565-0760)

Tract B, Fountain Isle Lake, according to the plat thereof recorded in Volume 123 of Plats, pages 078 through 080, records of King County, Washington (Tax Acc't. 261670-0590)

Tract B, Hadley Place, according to the plat thereof recorded in Volume 196 of Plats, pages 026 through 028, records of King County, Washington (Tax Acc't. 298950-0200)

Tract B, Hidden Tree, according to the plat thereof recorded in Volume 228 of Plats, pages 085 through 087, records of King County, Washington (Tax Acc't 327591-0210)

Lots 28 to 30, Block 37, Jovita Heights, according to the plat thereof recorded in Volume 20 of plats, page 12, records of King County, Washington, being a portion of the Southwest Quarter of Section 23, Township 21 North, Range 4 East, WM. Portion of said lots defined as follows: BEGINNING at the Northeast corner of the above described land and of said Lot 30; Thence S89°49'35"W, along the North line of said Lot 30, 87.33 feet; THENCE S 01°29'30" E, 26.00 feet; THENCE N 89°49'35" E, 67.33 feet; THENCE S 01°29'30" E, 64.51 feet; THENCE along a curve to the right, the center of which bears S 88°30'30" W, 12.50 feet distance, through a central angle of 29°46'30", an arc distance of 6.50 feet; THENCE along a curve to the left, the center of which bears S 61°43'00" E, 59.50 feet distance, through a central angle of 23°37'56" an arc distance of 24.54 feet to a point on the South line of said Lot 28; THENCE N 89°49'45" E, along said South line, 29.17 feet to the Southeast corner of said Lot 28; THENCE N 01°29'30" W, 120.11 feet to the True Point of Beginning. (Tax Acc't. 375160-1366)

Tract X, Kingco Estates No. 3, according to the plat thereof recorded in Volume 116 of Plats, pages 082 and 083, records of King County, Washington (Tax Acc't. 387401-0940)

Tract A, Kingspark Division 4, according to the plat thereof recorded in Volume 105 of Plats, pages 086 through 088, records of King County, Washington (Tax Acc't. 387671-0220)

Tract 999, Krista Gardens, according to the plat thereof recorded in Volume 191 of Plats, pages 001 through 003, records of King County, Washington (Tax Acc't. 394350-0090)

Tract A of King County short plat L00S0019, said short plat defined as follows: the East half of the South half of lot 16 and all of lot 17 in block 4 of Lake Dolloff Tracts Division # 3, according to the plat thereof recorded in Volume 172 of Plats, pages 139 and 140, records of King County, Washington (Tax Acc't. 401440-0289)

Tract A and E, The Landing at Star Lake 2, according to the plat thereof recorded in Volume 169 of Plats, pages 062 through 064, records of King County, Washington (Tax Acc't. 418011-0130)

Tracts A and E, Longspur, according to the plat thereof recorded in Volume 184 of Plats, pages 026 through 030, records of King County, Washington (Tax Acc'ts. 4401150-0280, 4401150-0290)

Tract A, Maplewood Vale, according to the plat thereof recorded in Volume 119 of Plats, pages 040 and 041, records of King County, Washington (Tax Acc't. 513100-0810)

Tract B, Matthews Green, according to the plat thereof recorded in Volume 142 of Plats, pages 022 through 025, records of King County, Washington (Tax Acc't. 520500-0540)

Tract A, Meadow Mere, according to the plat thereof recorded in Volume 148 of Plats, pages 010 through 014, records of King County, Washington (Tax Acc't. 541320-0180)

Tract D, Mercer Heights, according to the plat thereof recorded in Volume 179 of Plats, pages 034 through 036, records of King County, Washington (Tax Acc't. 545070-0130)

Tract A, Palmer Subdivision, according to the plat thereof recorded in Volume 156 of Plats, pages 006 through 008, records of King County, Washington (Tax Acc't. 661850-0210)

Tract A, The Reserve at Star Lake, according to the plat thereof recorded in Volume 216 of Plats, pages 072 through 076, records of King County, Washington (Tax Acc't. 723759-0460)

Tract B, Serenidad South No. 5, as per plat recorded in Volume 099 of Plats, pages 088 and 089, records of King County, Washington (Tax Acc't. 769663-0500)

Tract A, King County Short Plat 1086032, The North 412.24 feet of the West half of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 22 North, Range 4 East., W.M., King County, Washington; EXCEPT that portion conveyed for 37th Avenue South by instrument recorded under Recording Number 2668739. (Tax Acc't. 342204-9280)

Tracts A and B, Southern Rose, according to the plat thereof recorded in Volume 176 of Plats, pages 068 through 070, records of King County, Washington (Tax Acc't. 789385-0260, 789385-0270)

Tract B, Star Lake Glen, according to the plat thereof recorded in Volume 190 of Plats, pages 044 through 046, records of King County, Washington (Tax Acc't. 796765-0180)

Tract A, Star Lake Meadows, according to the plat thereof recorded in Volume 161 of Plats, pages 027 through 029, records of King County, Washington (Tax Acc't. 796778-0130)

Tract E, Sterling Meadows according to the plat thereof recorded in Volume 175 of Plats, pages 048 through 051, records of King County, Washington (Tax Acc't. 800110-0260)

Tract B, within the Plat of Sweetbriar No. 3 as shown on the official plat thereof. as recorded in Volume 098 of Plats, pages 069 and 070, records of King County, Washington. Subject to Reservations, Restriction, Easements and Agreements of Record, if any. (Tax Acc't. 815963-0400)

Tract A, Van Vleet Shores, according to the plat thereof recorded in Volume 184 of Plats, pages 008 through 010, records of King County, Washington (Tax Acc't. 887400-0110)

Tract A, Virk Plat, according to the plat thereof recorded in Volume 230 of Plats, pages 045 through 047, records of King County, Washington (Tax Acc't 894725-0140)

Tract B, Wisperwood, according to the plat thereof recorded in Volume 148 of Plats, pages 026 through 028, records of King County, Washington (Tax Acc't. 949180-0360)

Tract C, Woodbrook Division No.1, according to the plat thereof recorded in Volume 190 of Plats, pages 069 through 074, records of King County, Washington (Tax Acc't. 951093-0600)

Tract A, Woodbrook 4 Division No. 1, according to the plat thereof recorded in Volume 224 of Plats, pages 088 through 090, records of King County, Washington (Tax Acc't. 951112-0140)

2. *The following declarations of covenant:*

Declarations of Covenant filed under recording number 199903121116

Declarations of Covenant filed under recording number 20030313002804

Declarations of Covenant filed under recording number 20030421002760

Declarations of Covenant filed under recording number 20030605000125

Declarations of Covenant filed under recording number 20030828000105

Declarations of Covenant filed under recording number 20041202002226

Declarations of Covenants filed under recording number 20051025000767

Declarations of Covenant filed under recording number 20051118001992

Declarations of Covenant filed under recording number 20060329000992

3. The following storm drainage easements:

as recorded under recording number 198708120526

as recorded under recording number 20031202001552

as recorded under recording number 20051025000767

Exhibit H

East Federal Way Potential Annexation Area Police Services Transition Plan

- A. Effective Date:** Effective Date of the Annexation Area Annexation
- B. Desired outcomes**
1. The King County Sheriff's Office ("KCSO") and City of Federal Way ("City") share a goal to work together to ensure that the transition is conducted in a professional manner, and that there are no breaks in service for the residents of the Annexation Area.
- C. Roles and responsibilities**
1. The KCSO Contracts Unit is responsible for:
 - a. Facilitating the transition process.
 - b. Ensuring that all transition elements are addressed and completed.
 - c. Working with Precinct 3 to address operational components of change.
 - d. Working with non-precinct KCSO units to ensure smooth transition.
 - e. Serving as primary contact for City.
 2. The KCSO Precinct 3 is responsible for:
 - a. Ensuring the operations are smoothly transitioned, including sharing of crime information as requested by the City.
 3. The City, including its police department, is responsible for:
 - a. Ensuring that the police department is able to provide service in the Annexation Area beginning on the effective dates of the annexation.
 - b. Determining the information needed from the KCSO regarding crime, detective cases, or other law enforcement activities.
 - c. Requesting the information identified above in a timely manner.
- D. Workload**
1. Records
 - a. The KCSO will retain all original records for events happening before the effective annexation date in accordance with state records retention schedules. KCSO will provide copies of the records upon written request from the City Police Department, following KCSO protocols.
 2. Fingerprinting and Concealed Weapons Permits
 - a. City residents can continue to receive these services at KCSO locations, or may go to the City Police for these services.
 3. Sex offender tracking, contacts, and notifications
 - a. From and after the effective date of the annexation, the City will become responsible for holding community meetings for any sex offenders living in the Annexation Area, with the exception of already-scheduled meetings. Further, the City will be responsible for all legally mandated contacts and

monitoring. The KCSO retains responsibility for sex offender registration in accordance with applicable statutes.

4. **Investigations**

- a. KCSO detectives will continue to handle all investigations that are active at the date of annexation, unless otherwise negotiated with the city. At City's request, the KCSO will arrange for an information exchange with city detectives in order to pass on information regarding any cases that City will investigate. Investigation of criminal matters occurring from and after the date of Annexation will be the responsibility of the City.

E. Emergency 9-1-1 Services (Communication & Dispatch)

1. Federal Way Police will be responsible for ensuring that their communications and dispatch services are prepared to take Annexation Area calls beginning on the effective dates of the annexations. This includes arranging for such 9-1-1 calls to be directed to the proper communications center. Federal Way Police will provide the E-911 Program Office with at least 30 days advance notice of the effective date of the annexation to allow sufficient time for the E-911 Program Office and Qwest to process E-911 database changes before the effective date of the annexations.
2. The KCSO and the E-911 Program Office will be responsible for discontinuing KCSO communication and dispatch service to the Annexation Area on the effective dates of the annexations. The KCSO and the E-911 Program Office will assist Federal Way's communications service in making the switch, with Federal Way having primary responsibility.

F. Notification to affected units

1. The KCSO Contracts Unit will notify all KCSO units of the annexations, and will work with them to resolve any concerns.