

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

September 12, 2005

Ordinance 15276

Proposed No. 2005-0264.2

Sponsors Gossett and 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 transition of local government services in the
4	recently annexed areas of Redondo East, North Lake and
5	Parkway and the transfer of surface water drainage
6	facilities and properties.
7	
8	
9	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
10	STATEMENT OF FACTS:
11	1. Effective January 1, 2005, the city of Federal Way annexed the
12	Redondo East, North Lake and Southwest Parkway areas (the "annexed
13	areas").
14	2. By Ordinance 15120 approved February 22, 2005, the county council
15	authorized the executive to enter into an interlocal agreement with the city
16	of Federal Way relating to the processing of building and land use
17	applications in the annexed areas.

Ordinance 15276

18	3. In the interest of ensuring a smooth transition of services to residents of
19	the annexed areas, the city of Federal Way wishes to enter into a further
20	interlocal agreement with the county to address transfer of public records,
21	transfer of ownership of surface water management facilities, and other
22	matters.
23	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The county executive is hereby authorized to enter into an interlocal agreement, substantially in the form attached, with the city of Federal Way.

26

Ordinance 15276 was introduced on 6/13/2005 and passed by the Metropolitan King County Council on 9/12/2005, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine

No: 0 Excused: 0

KING COUNTY COUNCIL

KING GOUNTY, WASHINGTON

_arry Phillips(, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this 21 day of Openhor. 2005.

Ron Sims, County Executive

Attachments

A. Interlocal Agreement Between the City of Federal Way and King County

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FEDERAL WAY AND KING COUNTY FOR THE TRANSFER OF RECORDS, PUBLIC WORKS, SURFACE WATER MANAGEMENT, COLLECTION OF DRAINAGE FEES, JAIL AND POLICE SERVICES REGARDING THE ANNEXATIONS OF THE NORTH LAKE, REDONDO EAST, AND PARKWAY ANNEXATION AREAS

THIS AGREEMENT is made and entered into this ____ day of ______, 2005. 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, the North Lake, Redondo East, and Parkway annexation areas ("Annexation Areas") became effective on January 1, 2005, pursuant to City ordinances 04-479, 04-480, and 04-481; and

WHEREAS, as of the date of legal annexation of the areas, January 1, 2005, pursuant to state law, the City owns, and has 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, environmental mitigation sites and monitoring projects, street lights, traffic signals and traffic signs; and

WHEREAS, the City and the County want to facilitate an orderly transition of services associated with the Annexation Areas; and

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

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing surface water facilities and have the County collect surface water management fees for the Annexation Areas on behalf of the City in accordance with the terms of an existing agreement between the Parties; and

WHEREAS, the County sheriff department and city police department have heretofore agreed upon a transition plan relating to policing services for the Annexation Areas; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized or provided for by the Growth Management Act, codified at Chapter 36.70A RCW, 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. <u>TERM</u>. This Agreement shall be deemed to take effect retroactively as of January 1, 2005, 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 years.

2. <u>RECORDS TRANSFER</u>. The County shall transfer to the City all design and engineering drawings, as built drawings, improvements to and facilities of the right of ways, and maintenance records related to Roads and Surface Water Management in the Annexation Areas. The County shall also provide such other specific records as the City may request in writing from the County. The County shall make its best effort to provide the records within 30 days of the execution of this Agreement or with respect to records other than those specified in the first sentence of this section, within 30 days of written request from the City. If records have been archived, the County will notify the City that an additional 15 days may be required to retrieve the records. The County may elect to provide original records or copies of records. The County shall not be required to create records or compilations that have not already been created or to provide records that cannot be located after a diligent search.

3. SURFACE WATER MANAGEMENT.

- a. <u>Transfer of Drainage Facilities and Drainage Facility Property Interests.</u>
 - i. The County hereby transfers to the City, and the City hereby agrees to assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the drainage facilities ("Drainage Facilities") identified in Exhibit A attached hereto and incorporated herein by reference. The Parties both acknowledge that upon January 1, 2005, the effective date of annexation, the City undertook operation and maintenance of the facilities identified in Exhibit A, in anticipation of the execution of this Agreement.
 - ii. The County agrees that as soon as reasonably possible after the parties have executed this Agreement it will convey by quit claim deed in substantially the form in Exhibit B attached hereto and incorporated by reference, to the City, and the City agrees to accept, the drainage facility property interests ("Drainage Facility Property Interests") identified in Exhibit C, attached hereto and incorporate herein by reference, 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.
 - b. <u>Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Facilities and Drainage Facility Property Interests.</u>
 - 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.
- c. <u>Environmental Liability related to the Drainage Facilities and Drainage Facility Property Interests.</u>
 - 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 amount necessary to satisfy the state or federal agency with jurisdiction over the remediation.
- d. <u>Indemnification related to Drainage Facilities and Drainage Facility Property Interests.</u>
 - 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 January 1, 2005, except to the extent that indemnifying or holding the City harmless would be limited by Section 3(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 January 1, 2005, except to the extent that indemnifying or holding the County harmless would be limited by Section 3(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. Each Party to this Agreement for a period of three years following transfer 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 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, 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.
- v. The provisions of this Section 3 shall survive the expiration or termination of this Agreement.
- 4. <u>COLLECTION OF CITY DRAINAGE FEES</u>. The parties agree that in accordance with the terms of that certain agreement executed by the Parties in 1992 and amended in 1997 (the "drainage fees collection agreement"), the County on behalf of the City shall bill for and collect the City's surface water management fee within all areas of the city limits, including the Annexation Areas, and said drainage fees collection agreement shall be deemed amended as necessary to accomplish this, until such agreement may be otherwise modified or terminated.

- 5. <u>JAIL SERVICES</u>. All misdemeanor crimes that occur in the annexation areas prior to the date of annexation will be considered crimes within the jurisdiction of King County for the purposes of determining financial responsibility under the Interlocal Agreement for Jail Services. All misdemeanor crimes that occur in the annexation areas on or after the date of annexation will be considered crimes within the jurisdiction of the City of Federal Way for the purposes of determining financial responsibility under the Interlocal Agreement for Jail Services
- 6. <u>POLICE SERVICES</u>. On the effective date of the annexation, police service responsibility within the annexation areas transferred to the City. Criminal cases and investigations pending in the County prior to the effective date of the annexation remain the responsibility of the County. The parties have heretofore agreed to implement the police transition plan attached hereto at Exhibit D. In addition to the provisions of that transition plan, the parties further agree as follows:
 - a. <u>Sharing of community information</u>: The County agrees to provide lists that the County may have regarding the annexation areas to the City upon request. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations.
 - b. <u>Annexation of Emergency Response (911) Services</u>: The City and County agree to coordinate emergency response services to preserve the safety of those in the annexation areas.
 - c. <u>Records Retention Policy</u>. The parties acknowledge that state law authorizes the retention, destruction and archiving of police records on a basis other than provided for general public records. Nothing in this agreement shall require either party to alter their policies with respect to police records so long as such policies are consistent with state law.
- 7. <u>ADMINISTRATION AND CONTACT PERSONS</u>. 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 South Deputy County Executive King County Courthouse Suite 4000

P.O. Box 9718 516 Third Avenue Federal Way, WA 98003-9718 Seattle, WA 98104

8. <u>COMPLIANCE WITH LAWS</u>. Each Party accepts responsibility for compliance with federal, state, or local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with 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.

- 9. <u>INDEMNIFICATION</u>. The following indemnification provisions shall apply to the entirety of this Agreement except for Section 3 concerning Drainage Facilities and Drainage Facility Property Interests, which Section shall be controlled exclusively by the provisions therein.
 - 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 or governmental or public law 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 or public law 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.

10. GENERAL PROVISIONS.

- a. <u>Entire Agreement</u>. This Agreement 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. <u>Filing</u>. A copy of this Agreement shall be filed with the Federal Way City Clerk and recorded with the King County Auditor.
- c. <u>Records</u>. Until December 31, 2011, 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. Except as otherwise provided in Section 6(c), such records shall be made available for inspection during regular business hours within a reasonable time of the request.
- d. <u>Amendments</u>. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- e. <u>Severability</u>. 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. <u>Assignment</u>. 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. <u>Successors in Interest</u>. 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. <u>Dispute Resolution</u>. The Parties should attempt if appropriate 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.
- i. 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.

- j. <u>No waiver</u>. 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.
- k. <u>Applicable Law</u>. 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.
- 1. <u>Authority</u>. 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.
- m. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 9. 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 9. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- n. <u>Performance</u>. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- o. <u>Equal Opportunity to Draft</u>. 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.
- p. <u>Third Party Beneficiaries</u>. 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:	
David H. Moseley, City Manager		
Date:	Date:	
ATTEST:	ATTEST:	
N. Christine Green, CMC, City Clerk		

DATED:	DATED:
Approved as to Form:	Approved as to Form:
Patricia A Richardson City Attorney	

K:\Interlocal\FW Annex ILA FINAL

Exhibit A

Drainage Facilities Transferred to City

King County facility/file #	Facility Name	Address	Facility Elements	Dedicated Tract?
D91820	Regency Woods Div. 1 pond 1	37200 19th Way S.	Wetland, pond, ditch, vegetated ditch,	Y – Tract E
D91821	Regency Woods Div. 1 pond 2	37694 18th Pl. S.	Pond	Y - Tract H
D91822	Regency Woods Div. 1 pond 3	37546 21st Ave. S.	Pond	Y - Tract I
D92368	Applewood	1405 S. 282 nd Pl.	Wet pond, pond	Y - Tract A
D92480	Regency Ridge PUD	36800 19th Ave. S.	Pond	N
D92625	Regency Woods Div. 2	37123 17th Ave. S.	Pond	Y - Tract C

Exhibit B

Form of Quit Claim Deed

AFTER RECORDING RETURN TO:
City of Federal Way

QUIT CLAIM DEED

GRANTOR – KING COUNTY GRANTEE - CITY OF Federal Way LEGAL - -TAX NO. – N/A

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, conveys and quit claims unto the Grantee, the CITY OF FEDERAL WAY, a municipal corporation of the State of Washington, those certain real property interests, as legally described in ExhibitA, attached hereto and made a part of this Deed:

Dated this	day of	, 2005.
		KING COUNTY, WASHINGTON
		BY
		TITLE

STATE OF WASHINGTON)
COUNTY OF KING) SS)
and acknowledged it as t	be the free and voluntary act of said County for the uses
Dated	
	NOTARY PUBLIC in and for the State of Washington, residing at My appointment expires

Exhibit C

Drainage Facility Property Interests Transferred to the City

Tract A, Applewood, as recorded in Volume 142 of Plats, pages 56-59, records of King County, Washington. (Tax Acc't No. 025130-0340)

Tract E, F, H, I, Regency Woods Division #1, as recorded in Volume 154 of Plats, pages 81-97, records of King County, Washington. (Tax Acc't. No. 721265-2240, 721265-2250, 721265-2270, 721265-2280)

Tract C, Regency Woods Division #2, as recorded in Volume 156 of Plats, pages 16-20, records of King County, Washington. (Tax Acc't. No. 721266-1090)

Easement over Tract T for temporary storm drainage facilities, Regency Woods Division #1, as recorded in Volume 154 of Plats, pages 81-97, records of King County, Washington

All drainage easements dedicated to King County or the public in the following recorded plats:

Redondo East -

Plat name:

Applewood

Recording Number:

198802160998

Parkway -

Plat Name:

Regency Woods Div 1

Recording Number:

199401111218

Plat Name:

Regency Woods Div 2

Recording Number:

199104230427

Northlake -

Plat Name:

Equitys Uplands Div. No. 2

Recording Number:

196604126013442

Plat Name:

Heatherwood Lane

Recording Number:

20040309001515

Plat Name: Recording Number:

Northlake Ridge Div 1 20040121001558

Plat Name:

Northlake Ridge Div 2

Recording Number:

20041207000341

Plat Name:

Goldmaur

Recording Number:

196811266439614

Plat Name:

Northlake Shorelands

Recording Number:

Unrecorded

Plat Name:

North Lake Village Addition

Recording Number:

Unrecorded

Plat Name:

Richards Northlake Acres

Recording Number:

Unrecorded

The following declarations of covenant:

Declaration of Covenant filed under recording number 9605290589 over Lot "B" of short plat no. 976004 as recorded under auditors file no. 7612090656; being a portion of the north 166.00 ft. of the Southwest quarter of the Northwest quarter of sec. 33, twp. 22 N., rge. 4E, W.M., in King County, Washington, lying between the Seattle-Tacoma Highline Co. Road (16th Ave. So.) and State Road No. 1 (Pacific Hwy. So.,) except the South 60.00 ft. of the West 100 ft. thereof.

Declaration of Covenant filed under recording number 19991015000763 over lots 1, 2, 3 and Tract X of King County Short Plat No. 978056 according to the Short Plat filed under King County Recording No. 7907060921.

Exhibit D

Federal Way Police Services Transition Plan

The City of Federal Way will annex the areas of North Lake, Parkway and Redondo East effective January 1, 2005. Police-related transition considerations are described in this document.

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Official Effective Date: Midnight, December 31, 2004

Desired outcomes

1. The King County Sheriff's Office and City of Federal Way 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 areas.

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 Three to address operational components of change.
 - d. Working with non-precinct KCSO units to ensure smooth transition.
 - e. Serving as primary contact for city of Federal Way.
- 2. The KCSO Precinct Three is responsible for:
 - a. Ensuring the operations are smoothly transitioned, including crime information as requested by Federal Way.
- 3. The City of Federal Way, including its police department, is responsible for:
 - a. Ensuring that the police department is able to provide service in to the annexation areas beginning at 12:01 a.m. on January 1, 2005.
 - 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.

Workload

- Records
 - a. The KCSO will retain all original records for events happening before effective annexation date. We will provide copies of the records upon written request from the Federal Way Police Department, following KCSO protocols.
- 2. Fingerprinting and Concealed Weapons Permits
 - a. Federal Way residents can continue to receive these services at KCSO locations, or may go to the Federal Way Police for these services.
- 3. Sex offender tracking, contacts, and notifications
 - a. Federal Way will become responsible for holding community meetings for any sex offenders living in the annexation areas, with the exception of alreadyscheduled meetings. Further, they will be responsible for all legally mandated contacts. The KCSO retains responsibility for sex offender registration.
- 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 Federal Way's request, we will arrange for an information exchange with city detectives in order to pass on information regarding any cases that they will investigate.

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 at 12:01 a.m. on January 1, 2005. This includes arranging for such 9-1-1 calls to be directed to the proper communications center.
- 2. The KCSO will be responsible for discontinuing communication and dispatch service to the annexation areas at midnight on December 31, 2004. They will assist Federal Way's communications service in making the switch, with Federal Way having primary responsibility.

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.