

4/13/77

Introduced by: ROBERT B. DUNN

77-316.

MOTION NO. 03114

1  
2 A MOTION authorizing the County Executive to  
3 enter into an Interlocal Agreement establishing  
4 the restructured Puget Sound Council of  
5 Governments.

6 WHEREAS, the County recognizes the need and desirability to  
7 participate in a forum for cooperative decision-making by elected  
8 officials of local governments within the central Puget Sound  
9 region in order to bring about a continuous and comprehensive  
10 regional planning process; and

11 WHEREAS, the Interlocal Cooperation Act of 1967 (Chapter  
12 39.34, Revised Code of Washington) permits the establishment of  
13 said forum by enabling local government units to exercise jointly  
14 any power or powers, privileges or authority exercised or capable  
15 of exercise by a unit of local government; and

16 WHEREAS, an Interlocal Agreement has been prepared by an  
17 ad hoc committee of local elected officials and approved by the  
18 full Assembly of the Puget Sound Council of Governments; said  
19 document establishing a restructured organization having delegated  
20 authority and purposes consistent with the needs of local units of  
21 government.

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

23 1. The King County Executive is hereby authorized to enter  
24 into an Interlocal Agreement establishing the restructured Puget  
25 Sound Council of Governments.

26 2. As a party to the Interlocal Agreement, King County  
27 agrees to exercise jointly, with other local units of government  
28 entering into said Interlocal Agreement, the powers conferred upon  
29 them by constitution or statute or powers implicit in those  
30 conferred powers; and  
31  
32  
33

1           IN WITNESS WHEREOF, this Interlocal Agreement shall have full  
2 force and effect from and after May 12, 1977.  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

3. The King County Executive is further authorized to execute and submit additional information or documentation as may be required in connection with the foregoing agreement.

PASSED this 11th day of July, 1977.

KING COUNTY COUNCIL

Mike Lowry  
Chairman

ATTEST:

Juanita M. Owens DEPUTY  
Clerk of the Council

INTERLOCAL AGREEMENT  
PUGET SOUND COUNCIL OF GOVERNMENTS

03114

1           This agreement is made and entered into by and between the undersigned  
2 member agencies of the State of Washington to establish the Puget Sound Council  
3 of Governments, pursuant to provisions of the Interlocal Cooperation Act of  
4 1967, Chapter 39.34 R.C.W.

Definitions

5  
6           For the purpose of this Interlocal Agreement and all other agreements,  
7 contracts and documents executed, adopted or approved pursuant to this agree-  
8 ment, the following terms shall have meaning prescribed to them within this  
9 section unless the context of their use dictates otherwise:

- 10 (1) Member agency shall mean any public agency which is a party or becomes  
11 a party to this Interlocal Agreement and is a county, city, town or  
12 Indian tribe.
- 13 (2) Public agency shall mean any city, town, county, public utility district,  
14 port district, fire protection district, school district, air pollution  
15 control authority, Indian tribe, or metropolitan municipal corporation  
16 of this State, any agency of the State government or of the United States  
17 and any political subdivision of another state.
- 18 (3) State shall mean a state of the United States.
- 19 (4) Region shall mean that territory physically lying within the boundaries of  
20 the counties of King, Pierce, Snohomish, Kitsap and any other member  
21 county.
- 22 (5) Subregion shall mean that territory physically lying within the boundaries  
23 of any one of the member counties.
- 24 (6) Population shall mean that population of any general purpose local govern-  
25 ment that is a member agency last determined for each such member as  
26 certified by the Office of Program Planning and Fiscal Management or its  
27 succeeding office of the State of Washington as of the first day of  
28 January of each year, except that the population of member counties  
29 shall be that population determined in the same manner for the unincorpo-  
30 rated area of such county; and further that the population of Indian tribes  
31 shall be the latest figures established and certified by the Federal  
Bureau of Indian Affairs.

- 1 (7) Regional population shall be determined by adding together the population
- 2 of the member agencies.
- 3 (8) Subregional population shall, be determined by adding together the popula-
- 4 tion of the member agencies within the subregion.
- 5 (9) Major city shall mean any city with a population in excess of 50,000.
- 6 (10) Assembly or full Assembly shall mean that body of local elected
- 7 officials which is formed by the meeting of all member agencies of the
- 8 Puget Sound Council of Governments.
- 9 (11) Executive Board shall mean that body of local elected officials who have
- 10 been appointed to represent member agencies to carry-out all delegated
- 11 powers and managerial and administrative responsibilities between
- 12 annual meetings of the full Assembly.
- 13 (12) County Subregional Council shall mean that body which is formed by the
- 14 meeting of member agencies and other public agencies within a subregion.
- 15 Each County Subregional Council serves as a permanent semi-autonomous
- 16 body of the Puget Sound Council of Governments.

Recitals

17  
18  
19 WHEREAS, the undersigned member agencies recognize the need and  
20 desirability to participate in a forum for cooperative decision making by  
21 elected officials of said agencies in order to bring about a continuous and  
22 comprehensive regional planning process; and

23 WHEREAS, the undersigned member agencies desire to jointly undertake  
24 A-95 review, continuous, cooperative regional development, land use, housing  
25 and transportation planning that results in plans and programs consistent with  
26 the adopted Regional Development Plan for the central Puget Sound area; and

27 WHEREAS, it is agreed that the Puget Sound Council of Governments  
28 shall perform the functions required by the Office of Management and Budget  
29 Circular A-95 (revised), "Federal and Federally-Assisted Programs and  
30 Projects Evaluation, Review and Coordination;" and

31

1           WHEREAS, the organization created meets the minimum federal  
2 criteria and requirements for a Metropolitan Planning Organization, and  
3 Areawide Planning Organization; and

4           WHEREAS, it is the belief of the undersigned member agencies that  
5 regional planning and review should be accomplished whenever possible at the  
6 subregional level by County Subregional Councils and should receive policy  
7 direction from that level; and

8           WHEREAS, the undersigned member agencies are authorized and  
9 empowered to enter into this agreement pursuant to Chapter 39.34 R. C. W.

10          THEREFORE, in consideration of mutual promises and covenants  
11 herein, it is hereby agreed:

12          1.    Organization - Composition and Nature: The undersigned member  
13 agencies agree to maintain the organization called the Puget Sound  
14 Council of Governments as a separate legal and administrative agency  
15 with the power in its own name to employ agents and employees; to  
16 make and enter into contracts; to acquire, hold and dispose of  
17 property, real and personal; to sue and be sued in its own name; to  
18 hire legal counsel and to incur debts and liabilities or obligations.

19          The Puget Sound Council of Governments shall consist of a full  
20 Assembly, with management vested in an Executive Board, and  
21 County Subregional Councils in each subregion, structured as herein-  
22 after provided and by the Bylaws attached hereto and by this reference  
23 incorporated herein. The Bylaws may be amended by a two-thirds vote  
24 of full Assembly members who are present and voting.

25          2.    Delegated Authority and Purposes: The Puget Sound Council of  
26 Governments shall have the following delegated authorities and purposes:

27               A.    To provide a forum for cooperative decision making by the  
28 region's elected officials in order to bring about a  
29 continuous and comprehensive planning process.

30               B.    To foster cooperation and mediate differences among  
31 governments throughout the region.

- 1 C. To maintain an ongoing planning system and coordinate  
2 actions so that we may make the best use of our land, air,  
3 water and energy resources; overcome the problems of  
4 waste and pollution.
- 5 D. To carry out such other planning and coordinating activities  
6 which are authorized by the full Assembly or Executive  
7 Board.

8 3. Financing: The Puget Sound Council of Governments shall be  
9 financed by assessment against each member agency in a manner  
10 provided by the Bylaws attached hereto. The Puget Sound Council of  
11 Governments is authorized to apply for such federal, state, or private  
12 funding of any nature as may become available to assist the organiza-  
13 tion in carrying out its purposes and functions.

14 4. Withdrawal from agreement: Except as provided, any member  
15 agency shall have the right to withdraw from this Interlocal Agreement  
16 by giving written notice, six months prior to the annual assessment,  
17 to the Executive Board. The member counties and major cities that  
18 are parties to this Interlocal Agreement agree that withdrawal will not  
19 absolve them of responsibility for meeting financial and other obligations  
20 of annual contracts or agreements which exist between the State of  
21 Washington or the federal government and the Puget Sound Council of  
22 Governments at the time of withdrawal.

23 5. Duration: This agreement shall remain in force and effect per-  
24 petually or until terminated by member agencies which represent  
25 75 percent of the regional population.

26 6. Disposition of Assets: Upon termination of this agreement any  
27 money or assets in possession of the Puget Sound Council of Governments  
28 after payment of all liabilities, costs, expenses, charges validly  
29 incurred under this agreement, shall be returned to all contributing  
30 governments in proportion to their assessment determined at the time  
31 of termination. The debts, liabilities, and obligations of the Puget  
Sound Council of Governments shall not constitute a debt, liability or  
obligation of any member agency.