

MOTION NO. 13556 78-359

A MOTION related to King County's participation in an Intergovernmental Agreement as recommended in concept in the Snohomish Basin Mediated Plan.

WHEREAS, the King County Council passed Motion No. 2356 in February, 1976 agreeing to study and evaluate the Snohomish Basin Mediated Agreement, the recommendations of the Interim Basin Coordinating Committee, and the Corps of Engineers Reconnaissance Study, and

WHEREAS, five briefing papers analyzing the Mediated Plan and the Army Corps of Engineers Reconnaissance Report were prepared by the Planning Division and reviewed by the King County Council, and

WHEREAS, King County has worked with the Interim Basin Coordinating Committee, Snohomish County and the towns and cities within the King County portion of the basin in a review and revision of an Intergovernmental Agreement, and

WHEREAS, the current status of the Mediated Plan, the Army Corps of Engineers Feasibility Study and the Level B Water and Related Land Resource Study require the attention and participation of a Basin Coordinating Council.

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

The King County Executive is authorized to enter into an agreement in substantially the same form as attached hereto, between KING COUNTY, THE STATE OF WASHINGTON, SNOHOMISH COUNTY, THE TOWN OF CARNATION, THE TOWN OF DUVALL, THE CITY OF EVERETT, THE TOWN OF GOLD BAR, THE TOWN OF GRANITE FALLS, THE TOWN OF INDEX, THE CITY OF LAKE STEVENS, THE CITY OF MARYSVILLE, THE CITY OF MONROE, THE CITY OF NORTH BEND, THE TOWN OF SKYKOMISH, THE CITY OF SNOHOMISH, THE CITY OF SNOQUALMIE, THE TOWN OF SULTAN, and THE TULALIP TRIBES.

Passed this 19th day of June, 1978.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Bernice Stern
Chairman

ATTEST:
[Signature]
Clerk of the Council

1 INTERGOVERNMENTAL AGREEMENT

2 FOR IMPLEMENTATION OF

3 THE SNOHOMISH RIVER DRAINAGE BASIN MEDIATED AGREEMENT

4
5 THIS AGREEMENT is entered into this _____ day of _____,
6 1978, by and between the State of Washington, Snohomish County,
7 King County, and the undersigned incorporated cities and towns
8 located within the Snohomish River Drainage Basin, hereinafter
9 referred to as the "parties" to this agreement.

10
11 PREAMBLE

12 THE PARTIES TO THIS AGREEMENT FIND THAT THE SNOHOMISH RIVER
13 DRAINAGE BASIN IS A VALUABLE NATURAL RESOURCE OF THE STATE OF
14 WASHINGTON, ENHANCING THE QUALITY OF LIFE FOR BOTH THE RESIDENTS
15 OF THE BASIN AND THE ENTIRE CENTRAL PUGET SOUND METROPOLITAN
16 AREA. THE PARTIES FURTHER FIND THAT THERE IS INCREASING PRESSURE
17 FOR THE DEVELOPMENT OF THE SNOHOMISH RIVER BASIN AND THAT
18 UNCOORDINATED DEVELOPMENT WITHIN THE BASIN ENDANGERS ITS UNIQUE
19 ENVIRONMENTAL CHARACTER. FOR THESE REASONS, THE PARTIES AGREE
20 THAT THERE IS A CLEAR NEED FOR JOINT LAND USE PLANNING AND
21 WATER RESOURCE MANAGEMENT TO MAINTAIN AND PRESERVE THE CHARACTER
22 OF THE BASIN WHILE PROVIDING NEEDED FLOOD PROTECTION TO BASIN
23 RESIDENTS. WITH THIS UNDERSTANDING, THE PARTIES JOIN IN THE
24 FOLLOWING AGREEMENT.

25
26 RECITALS

27
28 WHEREAS, in 1974, after protracted negotiation, an agreement was
29 reached, entitled "Recommendations for Comprehensive Land
30 Use Planning and Flood Control for the Snohomish River Basin",
31 hereinafter called the "Mediated Agreement", thereby ending
32 a long-standing controversy over the approach to flood control
33 in the Snohomish River Drainage Basin; and

1 WHEREAS, the Mediated Agreement sets forth a specific set of
2 actions which allow for needed flood protection and, at the
3 same time, preserve and maintain the hydrologic, ecologic and
4 economic character of the Basin; and

5
6 WHEREAS, the Mediated Agreement is intended as the principal
7 guide for future land use planning and flood control projects
8 for the Snohomish River Drainage Basin; and

9
10 WHEREAS, the Interim Basin Coordinating Council, appointed by
11 the State, has recommended that the Mediated Agreement be
12 implemented through a joint board responsible for the coor-
13 dination of all elements of the Mediated Agreement; and

14
15 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act,
16 the parties to this agreement may establish a joint board
17 to exercise cooperatively the powers and authority each is
18 capable of exercising independently.

19
20 NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND
21 COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED:

22
23 I. SUPPORT FOR THE MEDIATED AGREEMENT

24 The parties to this agreement hereby agree with the plan of
25 action set forth in the Mediated Agreement, as expanded upon
26 by the "Recommendations for Comprehensive Land Use Planning
27 and Flood Control for the Snohomish River Basin", and wish to
28 join together in a unified effort to pursue its implementation.

29
30 II. ESTABLISHMENT OF A BASIN COORDINATING COUNCIL (BCC).

31 In order to implement the Mediated Agreement for the
32 Snohomish River Drainage Basin, the undersigned parties do
33 hereby establish a joint board, entitled "The Basin

1 Coordinating Council" (BCC). The board, established pursuant
2 to the provisions of RCW 39.34, is intended to exercise
3 cooperatively the powers and authority that each party is
4 capable of exercising independently and is not intended by
5 the parties to function as a separate legal or administrative
6 entity.

7
8 III. BCC FUNCTIONS AND PURPOSES

9 The purpose of the BCC shall be to oversee the implementation
10 of the Mediated Agreement, including but not limited to all
11 related studies to implement said agreement conducted by the
12 Corps of Engineers, and the Level B River Basin Plan prepared
13 pursuant to Public Law 89-80 and Section 209 of Public Law
14 92-500. As an initial function, the BCC shall review the
15 Mediated Agreement and set forth an implementation schedule,
16 delineating the timing, level of detail, scope of work, and
17 agency responsibility for carrying out each element of the
18 Agreement.

19
20 IV. BCC REVIEW AUTHORITY

21 The BCC shall review and make recommendations in a timely
22 manner on those public agency actions which may have a
23 significant impact on the terms of the Mediated Agreement,
24 including the following proposed actions:

- 25 A. Municipal and special purpose district annexations;
26 B. Publicly funded capital improvement projects;
27 C. Private development proposals requiring state and/or
28 local government permits or approval;
29 D. Comprehensive and functional plans or studies sponsored
30 or approved by the State, local governments or special
31 purpose districts;
32 E. Local land use or development regulations; and
33 F. Other State agency actions, orders, and regulations

1 not included above, having a potential impact on lands
2 within the Basin.

3 The parties to this agreement agree to submit to the BCC
4 the above actions in a manner that insures timely receipt
5 of BCC recommendations. The BCC is hereby authorized to
6 establish with the parties and all other appropriate public
7 agencies such review processes and procedures as are
8 necessary to carry out its review.

9
10 V. BCC MEMBERSHIP AND VOTING STRUCTURE

11
12 A. Composition. The BCC shall be composed of twenty-nine
13 (29) members, including elected officials and private
14 citizens to be selected as follows:

- 15
16 1. Fourteen (14) elected municipal officials; including
17 one appointed by each incorporated city and town
18 located within the Snohomish River Drainage Basin.
- 19
20 2. One (1) official appointed by the Tulalip Tribes.
- 21
22 3. Four (4) elected County officials; including two
23 Snohomish County Commissioners, the King County
24 Executive and one King County Councilperson.
- 25
26 4. Two (2) private citizens, one from King County and
27 one from Snohomish County, appointed by the
28 Governor of the State of Washington.
- 29
30 5. Two (2) private citizens, appointed respectively
31 by the Congressmen from the Second and Third
32 Congressional Districts.
- 33

1 6. Two (2) private citizens, appointed respectively by
2 each United States Senator from the State of
3 Washington.

4
5 7. Four (4) private citizens, two appointed by the
6 Snohomish County Commissioners and two appointed by
7 the King County Executive and confirmed by the King
8 County Council, drawn initially from the membership
9 of the Interim Basin Coordinating Council.

10
11 B. Voting Structure. The voting structure of the BCC shall
12 be as follows:

13
14 1. Each member representing a city, town, or tribe
15 shall have one (1) vote, with the exception of
16 Everett, which shall have two (2) votes.

17
18 2. Each member representing a county shall have four
19 (4) votes.

20
21 3. Each private citizen shall have one (1) vote.

22
23 C. Term of Office.

24 1. The term of office of the private citizen member of
25 the BCC shall be for a period of four (4) years, and
26 members may be reappointed for subsequent terms,
27 without limitation on the number of terms a member
28 may serve. Elected officials shall serve at the
29 pleasure of their appointing body, provided that in
30 no case shall their term extend beyond their term
31 of elected office.

1 2. Vacancies on the Board shall be filled by the
 2 applicable appointing body in the manner of the
 3 original appointment. Citizen members filling
 4 vacancies shall be appointed for the duration of
 5 the current four-year term, and then may be
 6 reappointed pursuant to Subsection C-1 above.

7
 8 D. Alternates. Each party represented on the BCC may
 9 appoint an alternate representative to participate and
 10 vote in the absence of the appointed member.

11
 12 VI. BCC ADMINISTRATION

13
 14 A. Financing. The BCC may establish and maintain an annual
 15 budget, with financing being the joint responsibility
 16 of all parties to this agreement. King County shall
 17 take lead responsibility to secure funds from local,
 18 state and federal sources to support BCC activities.

19
 20 B. Operating Fund. The BCC is hereby authorized to
 21 establish a special operating fund account with the
 22 King County Comptroller designated "Operating Fund of
 23 the Basin Coordinating Council Joint Board", from which
 24 all monies contributed to the BCC by the parties shall
 25 be received and dispersed.

26
 27 C. Staff. Independent staff support as deemed necessary by
 28 the BCC to carry out the functions set forth herein,
 29 shall be provided by the parties to this agreement.
 30 Whenever feasible, in order to avoid duplication of
 31 effort and unnecessary expense, the BCC shall utilize
 32 the planning, engineering and administrative resources,
 33 systems and facilities of King and Snohomish Counties.

1 D. Rules and Bylaws. The BCC may establish such rules and
2 bylaws as are necessary for the conduct of its affairs,
3 and may provide for such ad hoc and special committees
4 as are deemed necessary.

5
6 E. Property. On termination of this agreement, any money
7 or real or personal property in possession of the BCC
8 shall, after payment of all liabilities, costs, expenses
9 and charges validly incurred under this agreement, be
10 returned to all contributing governments in proportion
11 to their contribution determined at the time of
12 termination.

13
14 VII. DURATION OF THIS AGREEMENT

15 This Agreement shall remain in force and effect until the
16 elements of the Mediated Agreement have been implemented.

17
18 A. Termination. At seven-year intervals, the BCC may
19 conduct a review of the activities of the BCC and
20 evaluate the need for the continuation of this Agreement.
21 Based on this evaluation, the BCC shall vote to recommend
22 to the parties extension, termination or such modifi-
23 cations in this Agreement as are then deemed necessary
24 to implement the Mediated Agreement.

B. Withdrawal. Any party may withdraw from this Agreement at any time upon one hundred eighty (180) days written notice to all parties.

IN WITNESS THEREOF, the undersigned parties have executed this agreement this _____ day of _____, 1978.

GOVERNOR, STATE OF WASHINGTON

KING COUNTY EXECUTIVE

CHAIRMAN, SNOHOMISH COUNTY COMMISSIONERS

TOWN OF CARNATION

TOWN OF DUVALL

CITY OF EVERETT

TOWN OF GOLD BAR

TOWN OF GRANITE FALLS

TOWN OF INDEX

CITY OF LAKE STEVENS

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CITY OF MARYSVILLE

CITY OF MONROE

CITY OF NORTH BEND

TOWN OF SKYKOMISH

CITY OF SNOHOMISH

CITY OF SNOQUALMIE

TOWN OF SULTAN

TULALIP TRIBES