

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 1037 <del>90-A037</del>	<b>Subject:</b> ILA to Establish the Puget Sound Council of Government.
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**Term:** 04/13/90 thru ongoing

**Reference to:** N/A      **Approved:** ADMIN

**Department/Contact:** City Manager's Office

**Amendments:**

No.	Reference to:	Date approved:	Changes to Agreement per amendment:

**Comments:** \_\_\_\_\_

**Bid List for Destruction:** N/A

**Retain this record until after:** 10 years after termination

**Date Reviewed by Deputy City Clerk:** N/A

80-1081

**INTERLOCAL AGREEMENT  
PUGET SOUND COUNCIL OF GOVERNMENTS**

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

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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.

A & C FILE # 1037

1. DATE 4-25-90/SMC

State of WA Memb. Agencies

- 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.

17  
18 Recitals

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.

1 IN WITNESS WHEREOF, this Interlocal Agreement shall have full  
2 force and effect from and after May 12, 1977.  
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4  
5 4/9/90  
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Barbara Skinner  
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10 9/13/90  
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Frank Hauer  
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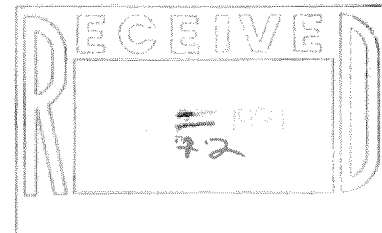
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# PSCOG

## PUGET SOUND COUNCIL OF GOVERNMENTS

Grand Central on the Park 216 First Avenue South Seattle, WA 98104 (206) 464-7090 SCAN 576-7090 FAX (206) 587-4825

January 25, 1990



The Honorable Frank Hansen, Mayor  
City of SeaTac  
19215 28th Avnue South  
SeaTac, Washington 98188

Dear Mayor Hansen:

It is my pleasure as President of the Puget Sound Council of Governments to offer the City of SeaTac membership in the Council of Governments. I believe that you will find the association to be beneficial to SeaTac.

As you know, currently the principal efforts of the Council of Governments are carried out within the subregional councils. The King Subregional Council meets monthly in the PSCOG Conference Room. The meetings are held at 9:30 a.m. on the second Thursday of each month.

Resources available to you through the PSCOG include general assistance with grant applications, federal regulations, etc., and the Council of Governments' housing, population, employment, transportation, and other data that may be useful to you. In addition, through its members the Council carries out regional planning and allocation of transportation resources benefiting the whole region.

PSCOG membership dues are based on an assessment of the agency's annual budget requirements as determined by federal and state grant requirements and the annual work program. Cities and towns are assessed a minimum rate of \$400 per year or 30 cents per capita, whichever is greater. In the case of SeaTac your 1990 dues would be \$7,200.

I am enclosing two copies of the signed Interlocal Agreement. Please sign and return one of the copies. Also enclosed are the PSCOG Bylaws, the 1990 PSCOG Work Program/Budget, and other materials in an Information Kit. A copy of the resolution dealing with the possible transition to a new regional council is contained in the kit.

*Copy of agreement sent to  
PSCOG on 4-25-90/mc*





Mayor Hansen  
Page Two  
January 25, 1990

If you have any questions or desire further information, please contact me, Executive Director Curt Smelser, or the director of the Subregional Services Division, Jerry Dinndorf.

Once again, welcome to the Council of Governments.

Very truly yours,



Barbara Skinner  
Councilmember, Pierce County  
President, Puget Sound Council of Governments

cc: Curtis R. Smelser, PSCOG  
Jerry Dinndorf, PSCOG  
Doug Sutherland, City Manager

