

RESOLUTION 2018-03

A RESOLUTION APPROVING MEMBERSHIP OF THE CITY OF OKANOGAN, WASHINGTON IN THE OKANOGAN COUNCIL OF GOVERNMENTS (OCOG), AND APPROVING THE INTERLOCAL AGREEMENT OF OKANOGAN COUNCIL OF GOVERNMENTS.

WHEREAS, the City of Okanogan has an interest in the study of regional and governmental opportunities of mutual interest; and

WHEREAS, Okanogan County finds that it is in the interest of the public and satisfies a requirement of the law to engage in studies of regional and governmental opportunities with cities, towns, Colville Confederated Tribes, and other organizations with an interest in regional and governmental opportunities; and

WHEREAS, Revised Code of Washington 36.64 allows counties and cities to form a Council of Governments to study issues of mutual interest and formulate recommendations for the member agencies.

NOW THEREFORE BE IT RESOLVED BY City Council of the City of Okanogan, Washington, that membership in the Okanogan Council of Governments (OCOG) is hereby approved, and the Interlocal Agreement of Okanogan Council of Governments (OCOG) attached hereto and incorporated herein as though fully set forth is hereby approved.

BE IT FURTHER RESOLVED, The City Council through this resolution states their interest in forming a Council of Governments; and Appoints Mayor Jon K. Culp to serve as the representative and appoints Shawn Davisson, Director of Public Works to serve as alternate.

The Mayor is hereby authorized and directed to execute the same for and on behalf of the City of Okanogan and the City Clerk is authorized and directed to attest his signature.

PASSED AND APPROVED this 20TH day of MARCH, 2018.

APPROVED:



Jon K. Culp, Mayor

ATTEST:



Craig Attwood, City Clerk/Treasurer

APPROVED AS TO FORM:

W. Scott DeTro, City Attorney

INTERLOCAL AGREEMENT
OF
OKANOGAN COUNCIL OF GOVERNMENTS

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered into this ^{TK}20 day of MARCH, 2018, by and between the public agencies and entities listed in Section 6 herein, and hereinafter referred to as the "parties."

RECITALS

A. The Washington Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to contract with other public agencies by way of interlocal agreements that enable cooperation among the agencies to perform governmental activities and deliver public services.

B. RCW 36.64 authorizes the boards of county commissioners of any county and the governing body of any cities and/ or towns within said counties to establish and organize a regional agency for the purposes of studying regional and governmental problems of mutual interest and concern, including but not limited to, facility studies on highways, transit, airports, ports or harbor development, water supply and distribution, codes and ordinances, governmental finances, flood control, air and water pollution, recommendations of sites for schools and educational institutions, hospitals and health facilities, parks and recreation, public buildings, land use and drainage; and, to formulate recommendations for review and action by such member county and/ or cities' and towns' legislative bodies.

C. RCW 47.80 authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county provided the RTPO shall:

- (1) Encompass at least one complete county;
- (2)(a) Have a population of at least one hundred thousand, (b) have a population of at least seventy-five thousand and contain a Washington state ferries terminal, (c) have a population of at least forty thousand and cover a geographic area of at least five thousand square miles, or (d) contain a minimum of three counties; and
- (3) Have as members all counties within the region, and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population.

The Washington State Department of Transportation must verify that each RTPO conforms with the requirements of this paragraph C.

In urbanized areas, the RTPO is the same as the metropolitan planning organization designated for federal transportation planning purposes.

D. The Okanogan County Public Works Department, Okanogan County Transportation & Nutrition, and the Confederated Tribes of the Colville Reservation are not defined under RCW 36.64 and RCW 47.80 as being authorized to participate in a regional agency for the purposes of studying regional and governmental problems of mutual interest and concern or RTPO, but nonetheless are desirous of entering into this Agreement and be bound by its terms.

E. The parties are desirous of entering into this Agreement outlining the procedure for the establishment and maintenance of a regional agency for the purposes of studying regional and governmental problems of mutual interest and concern as authorized under RCW 36.64, and serve as a RTPO and lead planning agency as authorized under RCW 47.80.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. Name and Purpose. The name of such regional agency for the purposes of studying regional and governmental problems of mutual interest and concern as authorized under RCW 36.64, and to serve as a RPTO under RCW 47.80 and lead planning agency under RCW 47.80.023 shall be the Okanogan Council of Governments, herein after "Council." The purpose of the Council is to define, discuss and plan the future of the region and of Council's relationship with local and regional governments that surround the Council, including the districts and province of British Columbia, Canada, and to perform the required planning of a RPTO under RCW 47.80. Such areas of mutual interest and concern include, but are not limited to, facility studies on highways, transit, airports, ports or harbor development, water supply and distribution, codes and ordinances, governmental finances, flood control, air and water pollution, recommendation of sites for schools and educational institutions, hospitals and health facilities, parks and recreation, public buildings, land use and drainage; and, to formulate recommendations for review and action by the parties, as well as the planning required of a RPTO under RCW 47.80.

As its initial and top priority, the Council will develop and implement an ongoing transportation planning program that meets the statutory requirements of a RPTO operating within the State of Washington. In addition, the Council will identify areas of mutual interest, resolve conflict, ensure ideas and plans among the parties, as well as develop, merge and implement programs in the interest of the efficient use of public resources.

Recognizing that coordinated transportation planning of Okanogan County, the cities and towns, Washington State Department of Transportation, the ports, transit districts, and other jurisdictions are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, the Council, acting as the RTPO, is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The Council, acting as the RTPO, is neither intended to, nor is it authorized to, supersede the authority vested in Okanogan County, cities and towns, , Washington State Department of Transportation (WSDOT) or Washington State Transportation Commission, but is intended to meet the prerequisites of RCW 47.80 and Chapter 468-86 WAC.

2. Authority. The authority of the Council is pursuant to RCW 36.64 and RCW 47.80. The Council shall adopt Articles of Association and Bylaws, establish an Executive Board, select a Chair, and such other officers as they determine, and may employ and discharge such agents and employees as the officers deem convenient to carry out the purposes of the Council. The duties of the Council, as the RTPO shall be as follows:

(a) To perform the functions of a RPTO as set forth in RCW 47.80 and WAC 468-86 as currently adopted or as amended, specifically:

- (1) To prepare and periodically update a transportation strategy for the region. The strategy shall address alternative transportation modes and transportation demand management measures in regional corridors and shall recommend preferred transportation policies to implement adopted growth strategies.
- (2) To prepare a regional transportation plan as set forth in RCW 47.80.030 that is consistent with countywide planning policies and with Okanogan County, city, and town comprehensive plans, and state transportation plans.
- (3) To certify that the transportation elements of comprehensive plans adopted by Okanogan County, cities, and towns within the region to reflect the guidelines and principles developed pursuant to RCW 47.80.026, are consistent with the adopted regional transportation plan, and where appropriate, conform with the requirements of RCW 36.70A.070.
- (4) Where appropriate, to certify that countywide planning policies adopted under RCW 36.70A.210 and the adopted regional transportation plan are consistent.
- (5) To develop, pursuant to the requirements in RCW 47.80.023(5), in cooperation with WSDOT, operators of public transportation services and local governments within the region, a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs and transportation demand management measures. The program shall be updated at least every two years for the ensuing six-year period.
- (6) To include specific opportunities and projects to advance special needs coordinated transportation, as defined in RCW 47.06B.012, in the coordinated transit-human services transportation plan, after providing opportunity for public comment.
- (7) To designate a lead planning agency to coordinate preparation of the regional transportation plan and carry out the other responsibilities of the organization.
- (8) To review level of service methodologies used by Okanogan County and cities and towns if planning under RCW 36.70A to promote a consistent regional evaluation of transportation facilities and corridors.
- (9) To work with Okanogan County, cities and towns, transit agencies, WSDOT and others to develop level of service standards or alternative transportation performance measures.
- (10) To submit to the agency council on coordinated transportation, as provided in RCW 47.06B, and every four years thereafter, an updated plan that

includes the elements identified by the Council, and every two years a prioritized regional human service and transportation project list.

- (b) To administer regional transportation funding programs.
- (c) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the RTPO.
- (d) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (e) To create committees as necessary to advise the Executive Board on regional transportation related matters. At a minimum this shall include the Technical Advisory Committee (TAC) whose composition and responsibilities shall be defined by the Council.
- (f) To comply with any other transportation planning requirement set forth in RCW 47.80 not otherwise mentioned above.
- (g) To perform such other transportation planning and program related functions as the Executive Board may hereinafter determine to be in the best interests of the RTPO in carrying out the duties of the RTPO and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

3. JURISDICTIONAL AND TRANSPORTATION PLANNING AREA DEFINED

The Council's jurisdictional area shall consist of all incorporated and unincorporated areas and Tribal lands of Okanogan County in Washington State.

The Council is authorized to contract generally and to enter into any contract with the federal government, the state, any municipal corporation and/ or other governmental agency for the purpose of conducting the study of regional problems of mutual concern and transportation planning under RCW 47.80, and shall have the power to receive grants and gifts in furtherance of the program. The Council may retain consultants and legal counsel if deemed advisable.

Formation of the Council is hereby declared to be a public purpose, and any municipal corporation that is a party may contribute to the expenses of such Council pursuant to the budgetary laws of the municipal corporation and such Bylaws as may be adopted by the Council. In addition, service and facilities may be provided by a municipal corporation in lieu of assessment.

4. Duration. This Agreement shall commence upon full execution by all parties herein, and shall continue perpetually unless terminated as provided in Section 5 below. Provided, that if any of the parties listed below do not consent to participate in this Agreement, then the signature of the consenting parties shall constitute commencement of this Agreement as it relates only to the consenting parties, and shall continue perpetually unless terminated as provided in Section 5 below.

5. Termination. The parties agree that this Agreement may be terminated by unanimous consent of all of the parties. In addition, an individual party may withdraw from participation in this Agreement upon giving 90 days written notice to the Council; provided, that upon termination or withdrawal, any assessment or dues levied or owed against such party shall be required to be paid in full. A withdrawing party shall be required to pay all assessments or dues levied during the period of time the withdrawing party was a party to the Agreement, and concluding on the expiration of the 90 day written notice period of the withdrawing party.

6. Acquisition/Disposition of Property. The parties agree that any real or personal property acquired by the Council with monies made available to the Council by any source shall be and remain the sole property of the Council upon acquisition. Upon termination of this Agreement, such real or personal property shall become the property of Okanogan County, to be used in the perpetuation of the purpose as set forth herein.

7. Membership. The following public agencies are voting members of the Council:

City of Brewster (Mayor or designee)

City of Okanogan (Mayor or designee)

City of Omak (Mayor or designee)

City of Oroville (Mayor or designee)

City of Pateros (Mayor or designee)

City of Tonasket (Mayor or designee)

Okanogan County Board of Commissioners (Commissioner or designee)

Okanogan County Transit Authority (Board Chair or designee)

Town of Conconully (Mayor or designee)

Town of Coulee Dam (Mayor or designee)

Town of Elmer City (Mayor or designee)

Town of Nespelem (Mayor designee)

Town of Riverside (Mayor or designee)

Town of Twisp (Mayor or designee)

Town of Winthrop (Mayor or designee)

The following entities are also voting members of the Council:

Okanogan County Public Works Department (County Engineer or director)

Okanogan County Transportation & Nutrition (Board Chair or designee)

Confederated Tribes of the Colville Reservation (Chairperson or designee)

Any members of Washington State House of Representatives or Senate serving the area of jurisdiction of the Council designated herein shall be ex officio non-voting members of the Council.

8. Compliance with Laws. The parties agree to observe all applicable Tribal, federal, state and local laws, ordinances and regulations to the extent they may have any bearing on performing any purposes as set forth in this Agreement. Additionally, the parties agree to comply with all applicable funding requirements and funding audit requirements in conjunction with performing the purposes established herein.

9. Notice. Any notice called for or provided for in this Agreement shall be in writing and must be mailed by certified mail, return receipt requested, to the Council at its designated address. Notices sent by certified mail shall be deemed delivered when deposited in the United States Mail, postage prepaid.

10. Assessments and Fees. Dues and/or fees may be assessed annually of all parties. Such dues or assessments shall be established by a two-thirds (2/3) majority of the voting members. Additional dues and assessments may be requested from select parties for special projects specific only to those select parties, subject to the requirement for approval by unanimous vote of the select parties involved in the special project.

11. Financing. In the event that financing for the establishment and maintenance of a budget is necessary for the Council, such financing and maintenance of a budget shall be adopted by a two-thirds (2/3) majority vote of the voting members. Except as otherwise provided in this Agreement, each party shall be responsible for the financing of any of its contractual obligations and its normal budgetary process.

12. Modification. No modification or amendment of this Agreement shall be valid unless the same is reduced to writing and executed by all parties with the same formalities as the present Agreement.

13. All Writings Contained Herein. This Agreement contained all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and state that no representation, promise or agreement not expressed in this Agreement has been made to induce the parties to execute the same.

14. Parties Bound. The parties do hereby agree that they shall be bound by the Bylaws, or amendments thereto, or any other resolutions duly adopted by the Council.

15. RCW 39.34 Required Clauses.

- A. Duration: See Section 4 above.
- B. The Organization, Composition and Nature of the Council: See Sections 1 and 7 above.
- C. Purpose: See Section 1 above.
- D. Manner of Financing and Maintaining a Budget: See Section 11above.

E. Termination and Disposition of Property: See Section 5 above.

F. Agreement to be Filed: This Agreement shall be filed with the Okanogan County Auditor upon full execution.

16. Sovereign Immunity. The participation in this Agreement by the Confederated Tribes of the Colville Reservation does not constitute a waiver of sovereign immunity by the Confederated Tribes of the Colville Reservation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BREWSTER

BY: _____

Art Smyth, Mayor

ATTEST:

BY: _____

Misty Ruiz, Clerk-Treasurer

CITY OF OKANOGAN

BY: _____

Jon K Culp, Mayor

ATTEST:

BY: _____

Craig Attwood, Clerk-Treasurer

CITY OF OMAK

BY: _____