

A G E N D A   R E P O R T                      DATE September 2, 2003

ITEM Interlocal Agreement for City-County Planning

INITIATED BY Great Falls City Commission & Cascade County Commission

ACTION REQUESTED Approve the Interlocal Agreement

PREPARED & PRESENTED BY Benjamin Rangel, Acting Planning Director

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**RECOMMENDATION:**

It is recommended the City Commission approve the Interlocal Agreement for City-County Planning.

**MOTION:**

"I move the City Commission approve the Interlocal Agreement for City-County Planning and authorize the City Manager to execute the Agreement."

**SYNOPSIS:**

The purposes of the interlocal agreement are to define 1) the relationship between the City and the County regarding the duties and responsibilities of the Great Falls City-County Planning Board in the provision of planning services and the conduct of planning functions within the corporate limits of the City of Great Falls and within the planning jurisdictional area surrounding the City corporate limits; 2) the assignment of staff to assist the Planning Board; 3) the intergovernmental relationship and the lines of authority in the selection, annual review and supervision of the planning director; 4) the relationship and the lines of authority for the administration and supervision of the planning staff; and, 5) the financial support to the Planning Board.

No agreements currently exist regarding these relationships, lines of authority, functions, services, etc. Additionally, Senate Bill 326 eliminated the ability of the Planning Board to have its own staff to perform its duties, responsibilities and functions. As such, the City and County are interested in formally addressing these situations in an agreement.

**BACKGROUND:**

In 1964, the Great Falls City-County Planning Board was created by the Cascade County Commission and the then Great Falls City Council. The Planning Board operates under an adopted set of by-laws and is governed by the provisions of Title 76, chapter 1, Parts 1-6, M.C.A., as amended. It has retained its own staff since 1964. No formal agreements currently exist between the City and the County regarding administrative structure, responsibilities, financial support or any intergovernmental relationship regarding the Planning Board.

On May 9, 2003, Senate Bill 326 was signed into law by the Governor of the State of Montana, and became effective immediately. Under the law, the governing body (either the City of Great Falls or Cascade County) now has the responsibility of providing staff, employed by the governing body, to assist the planning board. The governing body may also contract for professional services to assist the planning board. In view of this new law and since no agreements currently exist, the City and County now desire to formalize the relationships between and among the City, the County and the Planning Board regarding administrative structure, provision of staff, supervisory responsibilities, financial support, planning services, functions, etc.

As such, representatives of the City, the County and the Planning Board held a series of meetings to discuss their interests and to develop an interlocal agreement to establish a desired administrative structure, provision of staff, responsibilities, financing and intergovernmental relationships regarding the Planning Board. A copy of the proposed interlocal agreement is attached.

The proposed agreement contains the following primary provisions:

- § The currently established structure, operation, number of members, terms and manner of appointments, composition, jurisdictional area, etc. of the Planning Board shall be retained;
- § The duties, services and functions to be performed and provided by the Planning Board to the City and the County are specifically identified;
- § The selection and annual evaluation of the planning director will be conducted by a six member committee consisting of two representatives each from the City, County and Planning Board. The director will be employed by the City and will be under the direction of the City Manager;
- § The planning staff will be employed by the City and will be part of the City administrative structure for purposes of payroll, accounting, budget, personnel procedures, etc.
- § The planning staff will be organized and retained as a separate and complete department and will be referenced as the “Great Falls City-County Planning Department”;
- § With approvals from the City and County, the Planning Board may accept, receive and expend funds, grants and services from Federal, State or local governments. The City will however make all contracts for special or temporary services and any professional services to assist the Planning Board;
- § The City and County will continue to support the locally funded portion of the Planning Department budget, based on the proportionate average of their contributions during the past ten years, which have ranged from 70-75 percent by the City and 25-30 percent by the County; and,
- § The agreement automatically renews each fiscal year, unless either party gives written notice of termination 90 days prior to the end of the year.

The proposed agreement was approved by the Cascade County Commission on August 26, 2003.

Attachment: Interlocal Agreement for City-County Planning

Cc: Bill Bronson, President, Great Falls City-County Planning Board

# INTERLOCAL AGREEMENT FOR CITY-COUNTY PLANNING

**This Agreement** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the CITY OF GREAT FALLS, hereinafter referred to as “City”, and the COUNTY OF CASCADE, hereinafter referred to as “County”.

## WITNESSETH:

**WHEREAS**, the Great Falls City-County Planning Board, hereinafter referred to as “Planning Board”, was created by City Ordinance 1441, dated August 5, 1963 and by County Resolution, dated January 13, 1964; and,

**WHEREAS**, said ordinance and resolution gave the Planning Board the powers and authority granted by Title 11, Chapter 38, R.C.M., as amended; and,

**WHEREAS**, the Planning Board is currently governed by the provisions of Title 76, Chapter 1, Parts 1-6, M.C.A., as amended; and,

**WHEREAS**, the Planning Board has an adopted set of by-laws, as amended November 11, 1997; and,

**WHEREAS**, Senate Bill 326 was signed into law by the Governor of the State of Montana, May 9, 2003, and became effective immediately upon passage. Additionally, under said law, the governing body is to assign staff employed by the governing body to assist the planning board and the governing body may contract for professional services to assist the planning board; and,

**WHEREAS**, no agreements currently exist between the City and the County regarding administrative structure, responsibilities, financing or any intergovernmental relationship regarding the Planning Board; and,

**WHEREAS**, the Parties hereto desire to formalize the relationships between and among the City, the County and the Planning Board regarding administrative structure, provision of staff, supervisory responsibilities, financial support, planning services, functions, etc.

**NOW, THEREFORE**, it is agreed by and between the Parties hereto as follows:

### Section 1: Purpose

The purposes of this Agreement are to define 1) the relationship between the City and the County regarding the duties and responsibilities of the Planning Board in the provision of planning services and the conduct of planning functions within the corporate limits of the City of Great Falls and within the Planning Board jurisdictional area, as periodically adjusted, surrounding said corporate limits; 2) the assignment of staff to assist the Planning Board; 3) the intergovernmental relationship and the lines of authority in the selection, annual review

and supervision of the planning director; 4) the relationship and the lines of authority for the administration and supervision of the planning staff; and, 5) the financial support to the Planning Board. The purposes shall be defined and implemented by this Agreement.

## **Section 2: Planning Board Framework and Organization**

The independent structure, operation, number of members, terms and manner of appointments, composition, jurisdictional area, etc. of the Planning Board shall be retained as currently established, and as outlined and defined in the Planning Board By-laws and State Statutes, and shall remain as such unless mutually modified by the Parties hereto, by the Planning Board, or by the State Legislature, respectively, and as applicable.

## **Section 3: Planning Board Duties, Services and Functions**

A. Staff will be assigned to the Planning Board in order to perform and provide the following duties, services and functions to the City, and to the County within the jurisdictional area:

- ∅ Duties, services and functions required of the Planning Board under Title 76, Chapter 1, Parts 1-6, M.C.A., as amended.
- ∅ Development Review. Includes review and processing of subdivisions, plats, planned unit developments, annexations, etc.
- ∅ Zoning Commissions. Includes review and processing of rezoning petitions and recommending zoning on annexed parcels of land within the City, and the area of Cascade County covered by this Agreement.
- ∅ Community Transportation Enhancement Program (CTEP) or successor programs funded by the Federal government. Includes provision of staff to assist in project solicitation, review, prioritization and recommendations for use of CTEP funds allocated to the City of Great Falls and Cascade County, as well as staff assistance to applicants with consultant selection, bid document preparation, and project management/development processes.
- ∅ Long Range Planning. Includes preparation and/or revision of a growth policy, when requested by either the City or the County or both, as well as undertaking such action as directed by either the City or the County or both in connection with other aspects of long range planning, such as development of new zoning and land development codes, ordinances, regulations; economic development strategic planning support; Missouri River Corridor Master Plan; Smelter Hill Master Plan; etc.
- ∅ Metropolitan Planning Organization. The Planning Board shall serve as the Metropolitan Planning Organization for the Great Falls Urbanized Area Transportation Planning Process.

- € Transportation Planning. Includes participation in the formal urban area transportation planning process, as well as assisting in the development and implementation of City and Federal/State funded transportation projects and programs.
- € Other. Performance of such other duties, services and functions as may be mandated by State and Federal law during the life of this Agreement, and any other duties, services and functions requested of the Planning Board by the City or the County.

B. Staff shall perform the following functions for the City, under the direction of the City Manager, and the County, with the advice and counsel of the Planning Board:

- € Mapping/Addressing. Includes digital mapping and Global Positioning System (GPS) data collection, as well as, addressing and enumeration of all city parcels, survey pins and other field references, and enumeration of the jurisdictional area and all of rural Cascade County. Also includes working with City emergency services and other City departments to assure addressing meets enhanced 911 standards and requirements, as well as working with emergency responders to bring rural addressing into compliance for Enhanced 911.
- € Geographic Information System (GIS) Development. Includes efforts to develop a local government GIS system, in cooperation with the City and County.
- € Historic Preservation. Includes historic preservation services to the Great Falls City/Cascade County Historic Preservation Advisory Commission.
- € Transportation Planning. Includes representing City interests in the formal urban area transportation planning process, as well as assisting in the development and implementation of City and Federal/State funded transportation projects and programs; and representing County interests in the formal urban area transportation planning process.
- € Long Range Planning. Includes development and implementation of strategies, actions and components recommended in the City-County Growth Policy, such as development of new zoning and land development codes, ordinances, regulations; economic development strategic planning support; Missouri River Corridor Master Plan; Smelter Hill Master Plan; etc.

C. The City and County contemplate that staff, including both the Senior Planner and Planning Director, shall provide assistance to the County Planner/Zoning Administrator on sensitive enforcement issues, etc., including assistance with the County Zoning Board of Adjustment.

D. Nothing in this Agreement with respect to provision of staff or staff services to the Planning Board shall be construed as a requirement that either the City or County or its designated representatives seek the prior approval of the Planning Board for any contacts, consultation, or communication with staff for any of the services outlined in Sections 3.B and

3.C. above, or for any other assistance as the City or County deem necessary and essential to their role as governing bodies.

#### **Section 4: Personnel Administration, Supervision and Organization**

##### **A. Planning Director.**

The selection of the Planning Director shall be conducted by a six member committee consisting of two representatives each from the City, County and Planning Board. It will be the responsibility of the representatives to keep their represented bodies advised of the selection process and results. City personnel procedures, policies and practices will be followed. The Planning Director shall be employed by the City and will be under the direction of the City Manager, in accordance with the provisions of the City Charter, for purposes of administrative management (hiring, firing, evaluations, personnel matters, pay plan, benefits program, etc.). The Planning Director shall have the administrative status of a City department head. The six member committee shall evaluate the performance of the Planning Director, in writing and at least annually. The Planning Director shall function as the Secretary of the Planning Board and shall perform the duties of the Director, as described in Article XI, Section Two of the Planning Board By-laws, as amended.

##### **B. Planning Staff.**

The Planning staff shall be employed by the City and will be part of the City administrative structure for purposes of payroll, accounting, budget, personnel procedures, etc. The Planning Director, subject to the provisions of the City Charter, shall be responsible for all hiring, firing, salary compensation, task assignments, department organization, negotiations and other supervision and management of employees, subject to applicable policies, procedures, practices, directions, and guidelines of the City, and in accordance with any collective bargaining unit contracts.

The City agrees to provide staff to the Planning Board to assist in carrying out its responsibilities to both the City and County. The staff will be responsive and responsible to the Planning Board for all work necessary to carry out its responsibilities. The County will have direct access to the Planning Board and the staff and will not be required to go through any City office or department to do so.

##### **C. Department Organization and Operation**

The Planning staff shall be organized and retained as a separate and complete department and shall be referenced as the "Great Falls City-County Planning Department". It will not be integrated into any other City department. The staff shall be independent of City and County administration during its decision-making regarding the provision of Planning Board services and functions to the City and the County. The City shall be responsible for the Planning Department premises and shall become and remain responsible for its furniture, fixtures, equipment and vehicles.

#### **Section 5: Contracts and Agreements**

Pursuant to Section 76-1-409 M.C.A., the City and County agree that, upon approval of the governing bodies, the Planning Board may accept, receive, and expend funds, grants, and services from the Federal government or its agencies and instrumentalities, from State or local

governments or their agencies and instrumentalities, or from civic sources; may contract with respect thereto; and may provide such information and reports as may be necessary to secure such financial aid.

Pursuant to Section 76-1-306 M.C.A., the City will make all contracts for special or temporary services and any professional services to assist the Planning Board.

### **Section 6: Legal Liabilities and Claims**

The administration of legal liabilities and claims of the Planning Board, Planning Director and Planning staff in areas not covered elsewhere in this agreement shall be:

- ∅ The responsibility of the City, if related to City area planning functions;
- ∅ The responsibility of the County, if related to County area planning functions; or
- ∅ The responsibility of the City or County, if related to joint area planning functions.

### **Section 7: Fiscal Administration**

To finance the yearly operations of the Planning Department, the Planning Director shall prepare a budget for approval by the Planning Board and City. The budget shall be based on projected revenue from all sources and shall estimate projected expenditures. The City budget process will be followed. The City will be the administrative agent responsible for accounting and tracking of all expenditures and of all local revenues, fees, grants, entitlements, etc. received by the Planning Board and included in the Planning Department budget.

The City and County agree to continue to support the locally funded portion of the Planning Department budget, based on the proportionate average of their contributions during the past ten years. As such, the City's proportionate share will range from 70-75 percent and the County's proportionate share will range from 25-30 percent.

It is further agreed, that within two years of the date of this agreement, a mutually prescribed method for determining the proportionate share of each Party will be investigated and established. If such investigation is not conducted or does not result in a mutually agreed to method, the above percentages are retained. Dedicated funding sources and mechanisms for planning support, such as a City and County tax levy for planning purposes, will also be investigated.

### **Section 8: Duration**

The term of this Agreement shall be for the period from the date of execution to June 30, 2004. The Agreement shall automatically be renewed for each fiscal year thereafter; unless and until written notice of termination is given by either party 90 days prior to the end of the fiscal year. This Agreement shall be binding upon the successors and assigns of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have caused this instrument to be executed by the persons duly authorized thereto the day and year first hereinabove written.

**CITY OF GREAT FALLS**

**COUNTY OF CASCADE**

\_\_\_\_\_  
John W. Lawton, City Manager

\_\_\_\_\_  
Tom Stelling, Chairman

\_\_\_\_\_  
Peggy S. Beltrone, Commissioner

(SEAL & ATTEST)

\_\_\_\_\_  
Lance Olson, Commissioner

ATTEST:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, I  
hereby attest the above written signatures of  
Tom Stelling, Peggy S. Beltrone and Lance  
Olson, Cascade County Commissioners.

\_\_\_\_\_  
Melodi A. Wald, Deputy City Clerk

\_\_\_\_\_  
Peggy Carrico, Clerk and Recorder  
Cascade County

APPROVED FOR LEGAL CONTENT:

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David V. Gliko, City Attorney