# AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSOULA AND THE COUNTY OF MISSOULA TO COOPERATE IN THE PROVISION OF PLANNING SERVICES AND GRANTS ADMINISTRATION TO THE RESIDENTS OF MISSOULA.

WHEREAS, the City and County of Missoula have a consolidated planning and grants administration program pursuant to an interlocal agreement duly executed on July 1, 1996, and pursuant to the authority granted in Section 76-1-112, MCA; and,

WHEREAS, the City and County of Missoula have reviewed the interlocal agreement entered into on July 1, 1996 and desire to make changes to the organizational and financial structure contained therein; and,

**WHEREAS**, the City and County of Missoula find it in the best interest of the citizens served by each government to maintain a consolidated planning and grants administration office in order to make the most effective and efficient use of resources and provide coordination in services; and,

WHEREAS, the City and County of Missoula find this can be best achieved by an organizational and financial structure other than that established by the interlocal agreement executed on July 1, 1996; and,

WHEREAS, the City and County of Missoula conclude it to be in the best interest of the citizens to revise the existing interlocal agreement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOULA AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MISSOULA, EACH A PUBLIC AGENCY OF THE STATE OF MONTANA, THAT, PURSUANT TO MCA, TITLE 7, CHAPTER 11, PART 1, KNOWN AS THE "INTERLOCAL COOPERATION ACT," (1985), the City of Missoula and the County of Missoula agree it is to their mutual advantage and in the best interests of the citizens served to adopt this revised interlocal agreement for planning services and grants administration.

**BE IT FURTHER RESOLVED**, that this agreement supersedes all previous Interlocal Agreements jointly executed by the City and County of Missoula and any amendments thereto which address planning services and grants administration;

NOW THEREFORE it is agreed by and between the parties as follows:

#### Section 1: Purpose

The purpose of this agreement is to enhance the ability of the City of Missoula and Missoula County to plan for future development of the City and County so that a county-wide pattern of community-building, land use, and conservation that reflects the environmental, economic, aesthetic, and social values of city and county residents is achieved.

This agreement will improve the collective ability of the City and County to address pertinent issues in an integrated, coordinated and on-going manner, and to respond flexibly and intelligently to events that affect the welfare of county citizens.

This agreement will encourage the effective design and implementation of appropriate tools, both regulatory and non-regulatory, which can provide the means to manage and direct growth in a manner that will achieve community goals.

This agreement will allow the City and the County to employ a staff of professional, technical and clerical personnel to assist them in their planning and grants administration functions.

To that end this Interlocal Agreement provides that:

- A. A consolidated Office of Planning and Grants is retained
- B. Current OPG staff continues to be employed as Missoula County employees subject to Missoula County personnel policies and procedures as noted in Section 6 of this interlocal agreement.
- C. The Office is reorganized into 6 Sections including: Administrative and Program Support Services, Grants Administration, Transportation Planning, Current Projects & Planning, City Research & Long Range Planning, and County Research & Long Range Planning.
- D. A Consolidated Planning Board is retained.
- E. The Planning Policy Committee established by the Interlocal Agreement executed on July 1, 1996 is dissolved.
- F. Policy oversight is provided by the Mayor, the City Council and the County Commission.
- G. Administrative oversight is provided by the Chief Administrative Officers of the City and County.
- H. Definitions: As used in this document the following definitions will apply:
  - 1. Urban Growth Area (UGA): The current wastewater service area;

2. Governing Bodies: the City Council of the City of Missoula and the Board of County Commissioner of Missoula County.

Section 2: The Missoula Consolidated Planning Board

The Missoula Consolidated Planning Board is retained as the advisory board to the governing bodies of the city and county. The jurisdictional area of the Board is the incorporated and unincorporated areas of Missoula County.

- A. Authority. The Missoula Consolidated Planning Board is a consolidated planning board and shall have all the rights, duties, powers and obligations for planning in the County and City of Missoula as provided by MCA 76-1-106 and 305, 401 and 402 or as otherwise authorized by this agreement, and as jointly or independently assigned by the County or City of Missoula pursuant to State enabling legislation. The Consolidated Planning Board shall have the following authority:
  - 1. To adopt bylaws for the conduct of business. Such bylaws must be approved by the City Council and the Board of County Commissioners;
  - 2. To elect officers from among its members as determined by the bylaws;
  - 3. To receive staff support and legal assistance as determined by the governing bodies;
  - 4. To advise the City and County on all matters relating to the adoption or amendment of a growth policy and any other planning document designed to be a guide for the orderly development of the community and any other matter referred to it by the City Council or County Commissioners not inconsistent with this agreement or State law;
  - 5. To advise the City and County on all ordinances and resolutions adopted for the purpose of regulating development as provided herein;
  - 6. To constitute the City Zoning Commission and County Zoning Commission for the purposes of advising the City and County on zoning matters;
  - 7. To advise the City and County on matters pertaining to the establishment or amendment of zoning and subdivision regulations and shall conduct public hearings and make recommendations to the City and County on all matters pertaining to zoning, rezoning and special zoning requests; district boundary changes; and subdivision plat review; and
  - 8. To constitute the Metropolitan Planning Organization (MPO) for the Missoula urban area in accordance with the designation by the Governor of the State of Montana.

#### B. Membership.

1. The Board shall consist of nine members.

- 2. County members will serve three-year staggered terms and no more than three consecutive terms. Partial terms will not count against the term limit.
- 3. City members will serve three year staggered terms with no term limitation.
- 4. Current members are continued for the duration of their terms.
- 5. The Governing body shall fill any vacancy for the unexpired portion of the term within 60 days after it has occurred.
- 6. Any appointee may be removed from office for insufficient attendance as defined by the bylaws of the Board with the consent of the mayor if a mayoral appointment or a majority vote of the appointing body represented by the appointee.
- 7. Membership of the Board shall be composed of the following:
  - a. Two citizen members who reside within the City Limits to be appointed by the Mayor;
  - b. Two citizen members who reside within the City Limits to be appointed by the City Council;
  - c. One alternate citizen member who resides within the City limits to be appointed by the City Council;
  - d. Two citizen members who reside outside the City limits but within the Urban Growth Area by the County Commissioners;
  - e. Two citizen members who reside outside the Urban Growth Area to be appointed by the County Commissioners;
  - f. One alternate who resides outside the City limits to be appointed by the County Commissioners; and
  - g. One citizen member who resides anywhere within the County, to be selected by the Consolidated Planning Board.

# Section 3: Policy Oversight - The Governing Bodies

In order for the Mayor, the City Council and the County Commission to provide policy oversight to the Office of Planning and Grants, they will meet quarterly in joint session to be facilitated by a competent professional. Meetings will occur in January, April, July, and October. At each April meeting a formal review of the terms of this agreement will be undertaken, and formal feedback will be given to the Office of Planning and Grants.

The Planning Board, City CAO, County CAO and planning staff may be asked to participate at the discretion of the Mayor, the Council and/or County Commission.

## Section 4: Administrative Oversight:

The Chief Administrative Officers of the City and the County will:

- A. Provide administrative oversight to the Director and to the Office of Planning and Grants;
- B. Recommend, in coordination with the director, policies, practices and resource allocations for the provision of planning services and grant administration;
- C. Coordinate, with the Director, work plans and budgets for approval by the City and County in accordance with the priorities set by the City and County; and
- D. Oversee the annual evaluation of the Director.

#### Section 5: Reorganization:

In order to provide efficient, but targeted services to the citizens of the City and of the County, the Office of Planning and Grants will be organized into six Sections. These Sections shall be:

- A. Administrative and Program Support Services which includes:
  - 1. Finance:
  - 2. Secretarial/Clerical; and
  - 3. GIS and Cartography.
- B. Grants Administration which includes:
  - 1. Housing;
  - 2. Public Facilities;
  - 3. Economic and Community Development;
  - 4. Human Services;
  - 5. Historic Preservation;
  - 6. Crime Victim Advocacy;
  - 7. Programs for At-Risk Youth; and
  - 8. Other Grant Programs as determined by the governing bodies.
- C. Transportation Planning which includes:
  - 1. Planning Services and Administration of the MPO for the Missoula urban area;
  - 2. Completion of the Unified Planning Work Program, as approved by the Transportation Policy Coordinating Committee (TPCC);
  - 3. Staff Support to the TPCC and Transportation Technical Advisory Committee (TTAC); and
  - 4. Administration of Grant and other Special Programs as approved by the TPCC.
- D. Current Projects & Planning which includes:

- 1. Subdivision Review;
- 2. Zoning and Re-zoning;
- 3. Land-use Permit Review and Issuance;
- 4. Enforcement of Land-Use Regulations;
- 5. Floodplain Administration; and
- 6. Public Information.
- E. City Research & Long Range Planning; and
- F. County Research & Long Range Planning.

The Director and the Chief administrative Officers may recommend organizational changes to the governing bodies for their advice and consent.

#### Section 6: Personnel Administration.

All employees of the Office of Planning and Grants will be County employees. Compensation, benefits, payroll and human resources administration shall be in accordance with Missoula County personnel policies and procedures, the county insurance plan document and any applicable collective bargaining agreements. The Missoula County Human Resources Office shall be responsible for collective bargaining and contract administration activities involving Office of Planning and Grants employees who are in bargaining units.

Director of the Office of Planning and Grants:

- A. The Director is an employee of Missoula County with an Individual Employment Contract setting out the terms and conditions of employment. The terms and conditions are to be consistent with the Individual Employment Contracts of other Senior Managers within the employ of Missoula County.
- B. A majority vote of the City Council, upon the recommendation of the Mayor, and a majority vote of the Board of County Commissioners is required to hire or terminate the Director.
- C. The Chief Administrative Officers of each jurisdiction are the Employee's direct Supervisors. As such, the direction, supervision and management of the Employee will be through the Chief Administrative Officers.
- D. The City and County Chief Administrative Officers shall engage in work planning, goal setting and performance evaluation activities with the Director on at least an annual basis. Such activities shall conform to applicable Missoula County policies and procedures and the language in the Director's Individual Employment Contract.
- E. The Director of the Missoula Office of Planning and Grants, in consultation with the Chief Administrative Officers, shall have full responsibility for the organization of the Missoula Office of Planning and Grants and for

- supervising the Missoula Office of Planning and Grants employees in accordance with adopted labor contracts and County Personnel Policies.
- F. The Director and the Chief Administrative Officers shall report to the governing bodies at least quarterly on program and financial status, and on work plan accomplishments. Direction to the Chief Administrative Officers and the Director will come through normal legislative and administrative channels and not through individual members of the governing bodies.

## Section 7. Legal Liability and Claims Administration

Legal liability and claims administration for persons, functions, and property subject to this agreement shall be determined as follows:

- A. The County shall be responsible for employees (except the Director of the Office of Planning and Grants) regarding terms and conditions of employment, including but not limited to wrongful termination.
- B. The City and County shall be jointly responsible and jointly liable for the Director of the Missoula Office of Planning and Grants regarding terms and conditions of employment arising out of joint administration or joint actions occurring pursuant to this interlocal agreement.
- C. The City shall be responsible for the Missoula Office of Planning and Grants premises and the County shall be responsible for providing furniture, fixtures, equipment and automobiles. If office space is leased for OPG purposes, the lessor shall be responsible for the condition of the premises.
- D. Legal liability and claims administration for the Planning Board, staff, and Director in areas not covered elsewhere in this section shall be:
  - 1. The responsibility of the City if related to a City action, activity or project.
  - 2. The responsibility of the County if related to a County action, activity or project.
  - 3. The responsibility of the City or County, as mutually agreed, if related to a joint action, activity or project.

### Section 8: Fiscal Administration

- A. To finance the yearly operations of the Missoula Office of Planning and Grants, the Director, in consultation with the Chief Administrative Officers, shall submit a budget for approval by the City Council of the City of Missoula and by the Board of County Commissioners of the County of Missoula. The budget shall be based on projected revenue from all sources and shall estimate projected expenditures.
- B. In addition to revenues raised from the planning mill and other special mills and the general funds of the respective jurisdictions, the Office of Planning and Grants is authorized to receive the following revenue or assets:

- 1. Gifts, donations, grants, bequests, or real property;
- 2. Intergovernmental transfers;
- 3. Remuneration for contract services;
- 4. In-kind services from another agency, government, or instrumentality, and private organizations or individuals;
- 5. Reimbursement for SSI expenditures; and
- 6. Repayment of loans.
- C. Funds received pursuant to the provisions Section 8. B. 1 through 6 shall be deposited with the County into the Planning Fund for general administrative purposes and into other special funds for program-specific activities as appropriate. All transactions shall follow existing County financial and budget procedures.
- D. Administrative and Program Support Services are overhead costs allocated to each of the divisional budgets based on the expected Level of Effort needed by each division. Actual results will be measured on an ongoing basis and adjustments to the budget, as necessary, will be made twice per year.
- E. Grants Administration may be funded through certain special mills, the general fund, and grant programs, e.g. Housing and Urban Development, Department of Justice, Department of Health and Human Services, Treasure State Endowment Program and the Montana Historical Society.
  - The City and County will maintain independent status as grantee or grantor including all the rights and responsibilities associated with the status of grantee or grantor, as appropriate.
  - 2. Special fund levies include but are not limited to Aging, Mental Health, Child Day Care, and Poor Fund.
- F. Transportation Planning is funded through grant programs, and state and federal revenue sources specifically targeted to transportation planning, including transportation planning funds allocated by the US Department of Transportation and the State of Montana for the Metropolitan Planning Organization (MPO).
- G. Current Projects & Planning is funded through the allocation of general fund revenues and taxes and fees as determined by, and generated by each jurisdiction. Grants and special funds may be allocated from time to time.
  - These allocations will fund the Level of Effort desired by each Governing Body.
  - 2. The fees for services levied by either jurisdiction will be returned to the general fund of that jurisdiction. The governing body may, at its discretion, reallocate those revenues to cover the cost of Current Planning services for that jurisdiction, thus reducing the demand for allocation of general funds.

- 3. Functions supported with grants, fee, general or special fund resources provided by a particular governing body will be under the direction of the jurisdiction providing the funding.
- 4. Management will measure level of effort by function and jurisdiction on an ongoing basis to determine the financial contribution required by each jurisdiction. Level of effort will be reviewed and revenue contribution calculated each year as part of each jurisdiction's budgeting process.
- 5. Cash in excess of reserve requirements that are available to fund the operations of current planning shall be allocated to the level of effort of each jurisdiction based on the prior year's contributions. For fiscal year 2006, this excess cash allocation shall be made based on the level of effort results of fiscal year 2005.
- H. City Research & Long Range Planning and County Research & Long Range Planning will be funded primarily through the Planning Mill. For the purposes of this section, Planning Mill means property taxes and related revenues which are the state entitlement share, the personal property reimbursement, and the permissive medical levy. General funds, grants and special funds may be allocated from time to time.
  - A City Research & Long Range Planning Fund and a County Research & Long Range Planning Fund will be created within the Office of Planning & Grants.
    - Revenues and expenses for each will be segregated and accounted for separately.
  - 2. The County is authorized to levy, and has levied a tax against all property within the County of Missoula for planning purposes. For the purposes of this Agreement, the amount of the levy is established as the amount of property tax dollars levied in fiscal year 2005 plus the growth factors provided for in state law. Any increase in the amount of the property tax levy beyond this base is at the sole discretion of the Board of County Commissioners. The proceeds of these mills will be evenly distributed to the City Research & Long Range Planning Fund and the County Research & Long Range Planning Fund
  - 3. The amount of state entitlement share and personal property reimbursement is established as the amount of dollars received in fiscal year 2005 plus the growth rates or reductions provided in state law. The amount of the permissive medical levy is established as the amount received in fiscal year 2005. Any increase in the permissive medical levy is at the sole discretion of the Board of County Commissioners. Revenues from these sources will be evenly distributed to the City Research & Long Range Planning Fund and the County Research & Long Range Planning Fund.

- 4. In the event the revenues from the mill levy exceed the Level of Effort desired by either jurisdiction, the balance may be transferred to fund the Current Projects & Planning functions of that jurisdiction.
- In the event the revenues from the mill levy are not sufficient to fund the Level of Effort desired by either jurisdiction, the governing body of a jurisdiction may add additional revenues from its general fund, grants or special funds.
- Functions supported with grant, general or special fund resources
  provided by a particular governing body will be under the direction of the
  jurisdiction providing the funding.
- 7. Projects in the Urban Growth Area outside the City of Missoula limits agreed upon by both jurisdictions shall be funded equally by both jurisdictions unless otherwise agreed to by both jurisdictions.
- 8. Excess cash in the Long Range Planning Funds shall remain in these Funds under the control of each jurisdiction.

## Section 9: Retained Authority

The City Council of the City of Missoula and the Board of County Commissioners of the County of Missoula retain all administrative, legislative and decision-making authority as provided by State law with respect to the matters of planning, land-use regulation, program development and fund administration.

#### Section 10: Transition

Transition shall be coordinated by the Director, the Chief Administrative and Fiscal Officers of the City and County, and shall be effective no later than September 1, 2005. Current OPG staff continues to be employed as Missoula County employees subject to Missoula County personnel policies and procedures as noted in Section 6 of this interlocal agreement.

# Section 11: Effective Date, Duration, Dissolution

This agreement shall become effective and binding upon signing and shall remain in effect until termination by one party or withdrawal of both parties by resolution of the respective governing bodies and upon giving notice in writing to each other. Either party may terminate this Agreement unilaterally by resolution of its governing body and upon the giving of ninety days notice in writing to the other party. The termination shall become effective at the beginning of the next fiscal year, except in the event of a failure to meet any of the financial responsibilities set forth in this agreement, in which case termination may be effective at the end of the ninety day notice period.

In the event this agreement is dissolved, the furniture, equipment, monies and any other assets currently held or obtained shall be returned to the jurisdiction that provided the asset.

Employees retained by either a County or City Planning Department shall retain all rights and benefits as accrued while employed under this agreement.

IN WITNESS WHEREOF, The City of Missoula and the County of Missoula have caused this instrument to be duly executed by their proper officers on this 4en day of October 1.2005.

CITY OF MISSOULA:

Mike Kadas, Mayor

COUNTY OF MISSOULA:

SPROVED AS TO FORM AND CONTENT:

MONTANA

Jim Nugent, City Attory

City Attorney

Michael Sehestedt

Chief Civil Deputy County

ATTEST:

ATTEST:

Marty Rehbein City Clerk

Vickie Zeier

Clerk and Recorder