

INTERLOCAL PLANNING AGREEMENT BETWEEN MEAGHER COUNTY AND THE CITY OF WHITE SULPHUR SPRINGS, MONTANA

This Interlocal Agreement is entered into this _____ day of _____, 2020, by and between the following parties (PARTIES): Meagher County (County) whose address is 15 West Main Street, White Sulphur Springs, MT 59645, and the City of White Sulphur Springs (City) whose address is 105 West Hampton, White Sulphur Springs, MT 59645.

RECITALS:

1. The County and City have jointly determined that a consolidated planning board formed pursuant to MCA Section 76-1-112 is in the best interests of the County and City.
2. Currently the County has a County Planning Board and the City has a City Planning Board.
3. MCA Section 76-1-112 states that the combination of the County and City Planning Boards must be by interlocal agreement pursuant to Title 7, Chapter 11, part 1 which authorizes government agencies to enter into interlocal agreements.
4. MCA Section 76-1-112 further states that if a consolidated planning board is formed, the existing County and City Planning Boards must be dissolved and the consolidated board has the rights, duties, powers and obligations of the existing planning boards.
5. MCA Section 76-1-112 states that the interlocal agreement must state the name of the combined board, specify whether a joint or combined board is formed and specify the representation, means and manner of appointment, membership duties and the manner of sharing costs of the combined board.
6. MCA Section 7-11-105 sets forth other requirements for an interlocal agreement.

WHEREFORE, the parties to this Agreement hereby covenant and agree as follows:

1. **Incorporation.** The recitals stated above are hereby incorporated into the body of this Agreement.
2. **Purpose.** The purpose of this Agreement is to make the most efficient use of County's and City's powers by enabling them to cooperate with each other regarding planning issues and thereby provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the planning needs and development of the County and City.
3. **Duration.** The duration of this Agreement shall continue until modified or terminated by the parties according to the terms herein. A review every five (5) years shall be made unless it has been otherwise modified as stated herein.
4. **Name.** The name of the Consolidated Planning Board shall be the "White Sulphur Springs and Meagher County Montana Consolidated Planning Board".
5. **Jurisdiction.** The jurisdiction of the Consolidated Planning Board shall be the entirety of Meagher County, including the incorporated limits of White Sulphur Springs.
6. **Membership.**
 - A. There shall be seven members on the Consolidated Planning Board; three members representing the City and residing within the City appointed by the City Council; three members representing the County and residing within the County appointed by the County Commission; and one member representing the Meagher County Conservation District appointed by the Board of Supervisors of the Conservation District pursuant to MCA Section 76-1-201(1)(e).

- B. The members of the Consolidated Planning Board shall be appointed to two year terms pursuant to MCA Section 76-1-203.
 - C. The Consolidated Planning Board shall consist of citizen members and shall not include any elected official.
7. **Duties.** The members of the Consolidated Planning Board shall have the duties set forth in Title 76, Chapter 1.
 8. **Financial.** The costs of the Consolidated Planning Board shall be shared by the County and the City on a cost-share basis and the financial administration of the Consolidate Planning Board shall be in accordance with Title 76, Chapter 1, part 4. A further agreement as to the cost-share and other financial responsibilities shall be entered at a later date.
 9. **Staff.** The County and City shall jointly select a Planner to assist the Consolidated Board and County and City with all planning activities.
 - A. The Planning Board will solicit a Planner, whether as a staff member or as a contracted person, depending on budget and based upon approval of the County and the City.
 - B. The Planner shall provide technical assistance to the County, City, Consolidated Planning Board and any Zoning Commissions and Boards of Adjustment as required and necessary.
 - C. The Planner shall be responsible to conduct each matter submitted to the County or to the City through the proper administrative procedural channels and to give appropriate direction to applicants.
 - D. The Planner shall see to the proper notification and publication or information to the public and property owners as directed by ordinances, resolutions and state law.
 10. **Cooperation.**
 - A. The County and City currently each have a Growth Policy. Said Growth Policies will be reviewed to ensure cohesiveness and consistency for all aspects of planning and may be amended or consolidated to address planning issues of concern. The City's current Growth Policy will serve as a springboard for a comprehensive City/County Growth Policy.
 - B. The County and City currently each have Subdivision Regulations. Said Subdivision Regulations will be reviewed to ensure cohesiveness and consistency for all aspects of planning and may be amended or consolidated to address planning issues of concern.
 - C. The City will forward all annexation proposals to the County for County comments at least 21 days before any annexation resolutions are heard before the City Council.
 - D. The City or County will forward drafts of any zoning proposals, including airport-affected areas, to the other entity for comments at least 21 days before any zoning resolutions or ordinances are heard before the County Commission or the City Council.
 - E. The County and City will coordinate on Flood Plain and Floodway Management activities to ensure cohesiveness and consistency for all aspects of flood plain and floodway management.
 - F. The County and City will coordinate on Building for Lease or Rent Regulations for the City and/or County to ensure cohesiveness and consistency for the regulation of buildings for lease or rent in the City and County.
 11. **Bylaws.** The Consolidated Planning Board shall adopt Bylaws consistent with Title 76, Chapter 1 to govern the administration of the Consolidated Planning Board and its policies and procedures.

12. **City and County Management of Affairs.** Except as otherwise provided herein, this Agreement does not affect each party's responsibility to manage its own affairs.
13. **Real Property and Personal Property.** This Agreement does not affect either parties' statutory rights to real or personal property.
14. **Remedies.** Either party shall be entitled to any or all remedies available in law or at equity, including, attorney fees for prevailing parties subject to a final decision by any Court.
15. **Amendment.** This Agreement may be amended only after a duly held and noticed public meeting identifying the proposed amendment has been held by both the County and City and approved by a majority of the Commission or Council of each party.
16. **Termination.** Either the City or the County may terminate this Agreement by giving the other party written notice to terminate. The termination shall not be effective until the next fiscal year, provided the notice must be given at least 180 days prior to the end of the fiscal year. Termination of this Agreement is intended to restore operation and function of planning within the City and County to the same status as prior to this Agreement, noting that each party shall have to form its own planning board pursuant to statutory requirements.
17. **Filing of Agreement.** This Agreement, once executed, shall be filed with the Meagher County Clerk and Recorder and with the Montana Secretary of State pursuant to Section 7-11-107, MCA.
18. **Montana Law.** This Agreement shall be governed for all purposes by the laws of the State of Montana. Any legal proceedings to enforce the terms of this Agreement must be commenced in the District Court of the Fourteenth Judicial District of the State of Montana, in and for the County of Meagher.
19. **Enforceability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Interlocal Agreement shall be effective immediately upon passage.

Passed and adopted this ____ day of _____ 2020.

MEAGHER COUNTY COMMISSION

Ben Hurwitz

Herb Townsend

Rod Brewer

Attest:

Dayna Ogle
Clerk and Recorder
Meagher County, Montana

APPROVED AS TO FORM:

Burt Hurwitz, County Attorney

Passed and adopted this ____ day of _____ 2020.

CITY OF WHITE SULPHUR SPRINGS

Richard A. Nelson, Mayor

Michelle Walker

Mike Eby

Rob Brandt

Pattie Berg

Attest:

Michelle Stidham
City Clerk

APPROVED AS TO FORM:

Susan L. Wordal, City Attorney