

INTERGOVERNMENTAL AGREEMENT FOR TRANSPORTATION AND LAND USE PLANNING

THIS AGREEMENT made and entered this _____ day of August, 2004, by and among the City of Boise, City of Eagle, City of Garden City, City of Kuna, City of Meridian, City of Star, Ada County, the Ada County Highway District (hereinafter the "Member Agencies"), and the Idaho Transportation Department for the purpose of establishing a process for developing a Countywide Transportation and Land Use Guide Plan.

RECITALS

WHEREAS it is the purpose of this Agreement to permit the Member Agencies to make the most efficient use of their powers through cooperation to their mutual advantage by performing planning and regulatory functions that will best accord with geographic, economic, population, service, and the provision of capital infrastructure in accordance with the needs of the respective Member Agencies, including the purposes enumerated in the Local Land Use Planning Act, I.C. § 67-6502; and

WHEREAS it is the desire of the Member Agencies to address growth, land use, infrastructure, service, and transportation issues in a coordinated and effective manner; and

WHEREAS each Member Agency is authorized under Idaho law to provide comprehensive planning services and adopt land development regulations to the citizens within its respective jurisdiction; and

WHEREAS increased coordination between the Member Agencies will result in better management, control, and provision of comprehensive planning, countywide land use and transportation planning; adoption of land development regulations including but not limited to zoning, subdivision, capital improvement programming, and provision of transportation and other capital facility infrastructure; and

WHEREAS this Intergovernmental Agreement respects the autonomy of each Member Agency to provide comprehensive planning and land use regulatory control within its jurisdiction; and

WHEREAS this Intergovernmental Agreement is not intended to, and does not alter or change the responsibilities of each Member Agency, nor does it relieve any Member Agency of any function, duty, or obligation otherwise imposed by law; and

WHEREAS a copy of this Intergovernmental Agreement, upon its execution by the parties hereto, shall be on file with the Clerk of the governing body of each Member Agency; and

WHEREAS under Idaho law, including but not limited to Idaho Constitution Const. Art. XII, § 2, and Idaho Statutes §§ 31-602, 31-604, 40-1309, 40-1310, 50-

301, 67-2326, 67-2327, 67-2328, 67-2332, the Member Agencies are authorized to enter into this Intergovernmental Agreement; and

WHEREAS this Intergovernmental Agreement specifies the duration, organization, purposes, manner of financing, and methodology employed in carrying out the Agreement.

NOW, THEREFORE, the parties to this Intergovernmental Agreement do agree as follows:

SECTION 1. TITLE.

This Intergovernmental Agreement is referred to, and may be cited, as the "Agreement."

SECTION 2. PURPOSE.

The purpose of this Agreement is to provide for: (a) the development and adoption of a countywide transportation and land use guide plan throughout Ada County; (b) the preparation of transportation and land use elements that may be incorporated into the comprehensive plans and policy manual for each Member Agency; (c) the development and adoption of land use patterns that shall be utilized in both the Guide Plan and COMPASS/ITD *Communities in Motion*, Long Range Transportation Plan, and (d) the development and adoption of implementing land development regulations and ordinances that may be implemented by each Member Agency.

SECTION 3. DEFINITIONS

For the purpose of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have meaning prescribed to them within this section unless the context of their use dictates otherwise:

Ada County Highway District ("ACHD"):

The Ada County Highway District established by referendum on May 25, 1971, pursuant to Title 40, Idaho Code, Chapters 13 and 14.

City:

"City" refers to any or all of the following cities: City of Boise, City of Eagle, City of Garden City, City of Kuna, City of Meridian, or the City of Star.

County:

Ada County, Idaho

Consortium:

The multi-jurisdictional entity established by § 4 of this Agreement in order to carry out the purposes of this Agreement.

Governing Board:

A designated representative from each Member Agency.

Idaho Transportation Department:

The state agency responsible for statewide transportation planning.

Member Agency

A public agency which is a party to or subsequently becomes a party to this Intergovernmental Agreement. The phrase “Member Agencies” refers collectively to all of these jurisdictions.

Plan

The Countywide Transportation and Land Use Guide Plan, described generally in Exhibit “A” to this Agreement.

Stakeholder:

Any local government, landowner, neighborhood, and special interest that has a stake in transportation and land use planning, and that is listed as a recommended countywide participant on the Steering Committee in Section 6 of this Agreement.

SECTION 4. GENERAL ORGANIZATION AND POWERS OF CONSORTIUM.

- 4.1. A Consortium is hereby established that consists of the Member Agencies. Each Member Agency shall designate a representative to serve on the Governing Board of the Consortium. The Consortium shall also appoint a Steering Committee that consists of representatives of the Member Agencies and appointed Stakeholders (see Section 6). The Consortium shall also appoint a Technical Committee that provides data and information to the Steering Committee (see Section 8). The Consortium shall employ a Coordinating Official who shall provide administrative services and report to the Consortium (see Section 7).
- 4.2. The Consortium may receive and expend funds, goods, and services from the federal government or agencies and instrumentalities of state or local governments or from civic and private sources and may contract with these entities and provide information and reports as necessary to secure aid.

SECTION 5. MEMBER AGENCIES.

5.1. Financial Participation

- 5.1.1 The allocation of financial contributions of each Member Agency is set forth in Exhibit "E". The amount of additional funding shall be reasonably related to the population of each Member Agency and/or to the amount required to carry out the purposes of this Agreement after deducting other contributions as set out in 5.1.2.
- 5.1.2 The Member Agencies shall use their best efforts to secure financial contributions from private businesses, individuals and foundations, to reduce the Member Agency contribution pro-rata for both Phases described in the Scope of Services attached hereto as Exhibit B.
- 5.1.3 Nothing in the Agreement shall be construed to obligate any Member Agency to any indebtedness or liability, in any manner, or for any purpose exceeding one year of the effective date of this Agreement. Any funding that is anticipated to exceed one year of the effective date of this Agreement may be provided through the execution of an addendum to this Agreement.

5.2. Procedures For Adoption Of Countywide Transportation And Land Use Guide Plan

The Consortium shall cause the Countywide Transportation and Land Use Plan to be prepared using the procedures described in Exhibit A, commencing August 1, 2004. The Consortium Agencies shall vote on the Preferred Alternative, as described in Exhibit A, and on the adoption of the Plan, as well as on financing and expenditures of the Consortium. The affirmative vote of the County, ACHD, the City of Boise and four (4) of the remaining Member Agencies shall be required to approve any action taken under this Agreement. The Idaho Transportation Department shall be entitled to provide an advisory recommendation to the Member Agencies with respect to any vote to be taken by the Member Agencies with respect to adoption of the Preferred Alternative and Final Plan. A majority of the Member Agencies shall constitute a quorum for Consortium actions.

Each Member Agency hereby approves and ratifies the following documents, which are attached hereto:

- (a) Letter of Intent (Exhibit A);
- (b) Framework for Developing a Countywide Land Use and Transportation Guide Plan (Exhibit B);
- (c) Scope of Services (Exhibit C)
- (d) Engagement Letter for Legal and Planning Services with Freilich, Leitner and Carlisle attached hereto as Exhibit D.
- (e) Financial Budget and Plan as Exhibit E.

These documents have been approved by each Member Agency in accordance with all requirements of law for the execution of contracts.

Attached hereto as Exhibit F are ordinances or resolutions of each Member Agency approving this Agreement and the documents described above.

SECTION 6. STEERING COMMITTEE.

6.1. The Steering Committee shall be composed of the Member Agencies and other stakeholders appointed by the Consortium. The Consortium shall vote on the appointment of stakeholders to serve on the Steering Committee. The Steering Committee shall generally consist of the following representatives:

- Member Agencies
- Idaho Transportation Department
- Agricultural interests
- Chambers of Commerce
- Neighborhood Interests
- Idaho Smart Growth
- Environmental Interests
- Treasure Valley Partnership
- Development Interests (commercial and residential)
- Urban Redevelopment Agencies
- Public Transportation Agencies including Valley Ride

6.2. The Steering Committee shall be an advisory entity with respect to the Plan and preparation of the Plan. The Steering Committee shall make such recommendations to the Consortium with respect to the Plan and selection of the Preferred Alternatives as it deems appropriate.

6.3. A record of meetings, hearings, resolutions, studies, findings, permits, and recommendations taken shall be maintained. All meetings and records shall be open to the public. At least one (1) regular meeting shall be held each month for the duration of this Agreement. A majority of currently-appointed voting members of the Steering Committee shall constitute a quorum.

SECTION 7. COORDINATING OFFICIAL.

7.1. The Consortium shall retain and employ at their separate cost apart from the contract for Legal and Planning Services, a Coordinating Official who shall be subject to direction of the Steering Committee. An interim Coordinating Official shall be appointed by the Ada County Highway District upon the effective date of this Agreement. The Member Agencies shall retain a permanent Coordinating Official within thirty (30) days of

the effective date of this Agreement, which official may be the same as the interim Coordinating Official.

- 7.2. The Coordinating Official shall be responsible for the administration of the Consortium, including arranging facilities for meetings, notifying stakeholder representatives, bookkeeping, coordination with the consultant, and other duties where provided by this Agreement. The Coordinating Official may perform such additional duties as may be assigned by the Steering Committee.

SECTION 8. TECHNICAL COMMITTEE

- 8.1. A Technical Committee is hereby created to assist the Coordinating Official and the Steering Committee by collecting data and providing advice and assistance on technical matters. The Coordinating Official shall recommend the membership of the Technical Committee, which shall be approved by the Consortium. The number and membership of the Technical Committee shall be designated by the Consortium. The Technical Committee may consist of representatives from the following groups:

- (a) The Idaho Transportation Department;
- (b) COMPASS;
- (c) Ada County Highway District;
- (d) Idaho Division of Environmental Quality and Department of Water Resources;
- (e) Valley Ride; and
- (f) Other professionals with expertise in land use and transportation planning.

- 8.2. The Technical Committee will ensure that the Consortium has access to the most current data for the project, assist in the alternatives analysis and review all documents produced during the process.

SECTION 9. DURATION/TERMINATION OF AGREEMENT.

This Agreement shall remain in effect until December 31, 2005, unless it is extended by the written agreement of the Member Agencies.

SECTION 10. WITHDRAWALS; DISSOLUTION

Any Member Agency shall have the right to withdraw from this Intergovernmental Agreement by giving written notice to the Coordinating Official. The members agree that withdrawal will not absolve them of responsibility for meeting financial and other obligations established by this Agreement or other contracts or agreements which exist at the time of withdrawal. Upon termination of this Agreement, any money or assets in possession of the Consortium after payment of all liabilities, costs, expenses, and charges, validly incurred under this Agreement, shall be returned to all member

ADA COUNTY BOARD OF COMMISSIONERS

By: _____
Judy Peavey-Derr, Chairman, Board of Commissioners

ATTEST:

J. David Navarro, Ada County Clerk

CITY COUNCIL OF CITY OF BOISE

By: _____
David H. Bieter, Mayor

ATTEST:

Annette P. Mooney, City Clerk

CITY COUNCIL OF CITY OF EAGLE

By: _____
Nancy Merrill, Mayor

ATTEST:

Sharon K. Moore, City Clerk

CITY COUNCIL OF CITY OF GARDEN CITY

By: _____
Ted Ellis, Mayor

ATTEST:

Sean Conklin, City Clerk

CITY COUNCIL OF CITY OF KUNA

By: _____
Dean Obray, Mayor

ATTEST:

Colleen Nixon, City Clerk

CITY COUNCIL OF CITY OF MERIDIAN

By: _____
Tammy de Weerd, Mayor

ATTEST:

Will Berg, City Clerk

CITY COUNCIL OF CITY OF STAR

By: _____
Nathan Mitchell, Mayor

ATTEST:

Cathy Ward, City Clerk

ADA COUNTY HIGHWAY DISTRICT

By: _____
John S. Franden, President

ATTEST:

Susan Slaughter, District Clerk/Secretary

IDAHO TRANSPORTATION DEPARTMENT

By: _____
David S. Ekern, P.E., Director

ATTEST:
