

INTERLOCAL COOPERATION IN PUBLIC SERVICE DELIVERY:
THE CASE OF VIRGINIA

by

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A dissertation submitted to the Faculty of the
Virginia Polytechnic Institute and State University
in partial fulfillment of the requirements for the degree of
DOCTOR OF PHILOSOPHY
in
Public Administration and Public Affairs

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December, 1983
Blacksburg, Virginia

ABSTRACT

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(ABSTRACT)

Local governments during the past few years have been increasingly hard pressed to make ends meet. Fiscally conservative times are now a political reality with which all of government must learn to cope. Many local officials have responded to this problem by introducing some new and innovative management techniques. But despite its potential economic and political advantages, interlocal cooperation has not received adequate attention as a cutback management technique.

This study is therefore designed to increase our understanding of interlocal cooperation by: (1) updating the information currently in existence on interlocal cooperation in the State of Virginia; (2) analyzing, evaluating and describing the administrative processes and structures of illustrative examples of interlocal cooperation in the state; and (3) assessing the relationship

between interlocal cooperation and various political, social, economic and demographic characteristics of the state's political subdivisions.

The methodology used in this study includes: (1) state-wide mail survey, (2) data analysis, (3) examination of illustrative examples of interlocal cooperation, and (4) literature review.

Major research findings were:

1. There appears to be a relationship between population size, population growth, education, median household incomes, per capita income and per capita market values of real estate and interlocal cooperation in the State of Virginia, but the relationship is very weak indeed.
2. There is no appreciable differentiation by local governmental units in Virginia with regards to interlocal cooperation.
3. There is no appreciable difference between metropolitan and non-metropolitan jurisdictions in Virginia with regards to interlocal cooperation.
4. Virginia cities tend to use written agreement and contract more often than do either counties or towns. Counties are more apt to use contributions of cash and/or other resources than are either cities or

towns. Towns, more often than cities or counties use unwritten/informal agreement.

5. Metropolitan jurisdictions used written agreement and contract more often than any other form of interlocal agreement. Non-metropolitan localities were found to use unwritten/informal agreement most often.
6. Virginia cities tend to cooperate more in the functional area of health and welfare, while towns form more agreements in the areas of administration and public safety.
7. There is more interlocal cooperation between counties and towns than between any other combinations of governmental units in the state.
8. Virginia counties and towns participate more often in interlocal agreement than do cities.
9. An overwhelming majority of local officials in the state considered economies of scale to be the major driving force behind their communities' interlocal agreement.
10. Surprisingly, fear of annexation was not considered by Virginia local officials as the major reason for their communities' reluctance to enter into interlocal cooperation.

11. In the state of Virginia, joint operation occurs more frequently in those public services requiring large capital outlays.

PREFACE

In the past few decades numerous studies of local government in the United States have been conducted by political scientists, state agencies, private foundations, and various other research organizations. Some analyses have been historical in nature. The majority of the studies have been both descriptive and comparative, analyzing the structures of local governments, the activities they perform, and the methods which the units employ to accomplish their functions. However, cooperative arrangements between local units of government--counties, cities and towns--frequently have been neglected. The information existing on interlocal cooperation is fragmentary and inadequate for general use by either the governmental official or the observer.

The purpose of this study is (1) to update and gather further descriptive information currently in existence on interlocal cooperation in the state of Virginia; (2) to assess the relationship between interlocal cooperation and various political, social, economic, and demographic characteristics of the state's political subdivisions; and (3) draw upon some instances of interlocal cooperation to develop a suggestive model of the developmental stages of

such cooperation. Two kinds of field research were conducted for this study: (1) Survey research and data analysis and (2) an exploration of specific instances of interlocal agreements.

The dissertation is organized into six chapters. The first chapter provides an introduction by reviewing existing literature and drawing from it the research problems, objectives and questions under investigation.

The second chapter contains information on research design and methods used in the study, as well as in data preparation and analysis.

The third chapter reports the survey results and includes discussions and analyses of these data. Also presented and discussed in this chapter are the results of the statistical tests performed in the study.

In the fourth chapter, a more detailed examination is made of certain joint service operations.

In the fifth chapter, a suggestive model of interlocal cooperation process in Virginia was developed. The model is based on the data gathered from the survey research, personal interviews, illustrative examples of interlocal cooperation, and literature review.

The final chapter contains a general summary of the findings.

ACKNOWLEDGEMENTS

A project of this magnitude is usually not the work of a single individual, but the product of a collective effort. This dissertation is not an exception. Consequently I wish to acknowledge with deep appreciation all the help and encouragement which was rendered by various people and organizations.

I am most appreciative of my advisory committee for their intellectual stimulation, criticisms, support and encouragement. Special gratitude is due to my major professor, Dr. Gary L. Wamsley for his sensitive and insightful counsel throughout my doctoral program and for constant encouragement during the preparation of the final draft of this dissertation.

I also wish to thank the Commonwealth of Virginia, Department of Housing and Community Development for their support throughout the study. Special gratitude is especially due to _____, the manager of the Office of Local Development Programs, Commonwealth of Virginia, for all his constructive suggestions, and for his cooperation throughout the study. I also wish to thank all the local officials I contacted during the study for their cooperation.

This acknowledgement will be incomplete without mentioning the contributions of _____ and _____

I am grateful to _____ for her ideas and suggestions. And I am grateful to _____ for her patience and assistance in typing the various drafts of this dissertation. One is only left to wonder how difficult this dissertation could have been without the assistance and personality of _____

Finally, I want to express my gratitude to my friends and colleagues at Center for Public Administration and Policy (CPAP) for their support, ideas, and suggestions. Special gratitude is due to my friend and colleague, _____, for his assistance in data analysis.

DEDICATION

I wish to dedicate this study to

My father,

and

My mother,

and

All my brothers and sisters

TABLE OF CONTENTS

ABSTRACT ii
 PREFACE vi
 ACKNOWLEDGEMENTS viii
 DEDICATION x

Chapter page

I. INTERLOCAL COOPERATION 1

 INTRODUCTION: GROWING NEED FOR INTERLOCAL
 COOPERATION 1
 Declining Federal Aid to State and Local
 Governments 2
 Declining Tax Base 3
 THE NATURE OF INTERLOCAL COOPERATION IN THE
 UNITED STATES 9
 Defining Interlocal Cooperation 9
 Constitutional and Statutory Basis of
 Interlocal Cooperation 12
 Advantages and Disadvantages of Interlocal
 Cooperation 23
 Forms of Interlocal Cooperation 24
 Form of Interlocal Cooperation Under
 Investigation 25
 LEGAL BASIS FOR INTERLOCAL COOPERATION IN THE
 STATE OF VIRGINIA 28
 Mandatory Provision 34
 Authorization for Permissive Cooperation . . . 35
 Discretionary Cooperation 36
 LITERATURE REVIEW 38
 INTERLOCAL COOPERATION: THE VIRGINIA CONTEXT*^o 52
 Agreements Among Virginia Localities 54
 Types of Agreements and Service Areas 60
 RESEARCH OBJECTIVES AND QUESTIONS 67

II. RESEARCH DESIGN AND METHODS 69

 Collection of Data: Mail Survey 71
 Forms of Local Government 73
 Cities 73
 Counties 74
 Towns 75

Categorization of Interlocal Agreement	76
Limitations of the Mail Survey Instrument	81
Data Collection: Illustrative Cooperative Efforts	85
Preparation of Data for Analysis	94
Statistical Analysis	99
III. SURVEY RESULTS AND DISCUSSION	103
Forms of Government Use By Virginia Localities	103
Interlocal Cooperation	106
Forms of Agreement and Service Areas	108
Statistical Results	120
First Group of Statistical Tests	121
Second Group of Statistical Tests	140
Third Group of Statistical Tests	147
SUMMARY OF THE RESEARCH FINDINGS	151
IV. ILLUSTRATIVE EXAMPLES OF THE PROCBSS OF INTERLOCAL COOPERATION IN THE STATE OF VIRGINIA	153
The New River Valley Juvenile Detention Home	157
Background Information	158
Legal Basis for the New River Valley Juvenile Detention Home	160
Feasibility Study	161
Cooperative Bargaining/Negotiation	162
Financial Aspects of the New River Valley Detention Home	166
Construction Cost ⁶³	166
Operating Costs	170
Administrative Structure of the Juvenile Detention Home	176
Points Illustrated and Questions Raised	177
Montgomery-Floyd Regional Library	180
Background Information & Identification of a Common Problem ⁷⁰	180
Legal Basis for a Regional Library in the State of Virginia	188
Financial Aspects of the Regional Library	189
Operating Cost	190
The Administrative Structure and Purpose of the Regional Library	195
Point Illustrated and Questions Raised by the Example	198
Roanoke Valley Regional Landfill	201
Background Information and Identification of a Common Problem	201

Legal Basis of the Roanoke Valley Regional Landfill	203
Feasibility Study and Cooperative Bargaining	205
Financial Aspects of the Roanoke Valley Regional Landfill	207
Organization and Purpose of the Roanoke Valley Regional Solid Waste Management Board .	210
Points Illustrated and Questions Raised by the Example	216
Roanoke County-Salem Jail	217
Background Information and Identification of a Common Problem	217
Legal Bases for Regional Jail in Virginia . .	222
Financial Aspects of the Roanoke County-Salem Jail	224
Organization of the Regional Jail	226
Points Illustrated and Questions Raised by the Example	230
 V. PROCESS MODEL OF INTERLOCAL COOPERATION IN VIRGINIA	232
Explanation of the Model	235
Stage One: Identification/Definition of a Common Problem	235
Stage Two: Exploration of the Legal Basis for Interlocal Cooperation	241
Stage Three: Feasibility Studies	242
Stage Four: Cooperative Bargaining- Negotiation	243
Stage Five: Forms of Interlocal Agreement .	244
Stage Six: Administration of Interlocal Agreement	245
Stage Seven: Cooperative Outcomes	250
 VI. CONCLUSIONS	251
Final Reflection	264
 GENERAL REFERENCES: INTERLOCAL COOPERATION	266

<u>Appendix</u>	<u>page</u>
A. MAIL QUESTIONNAIRE	274
B. A SAMPLE OF INTRODUCTORY LETTERS	282
C. A COMPREHENSIVE TABLE OF INTERLOCAL COOPERATION IN THE STATE OF VIRGINIA	283
D. THE CONCURRENT RESOLUTIONS WHICH ESTABLISHED THE NEW RIVER VALLEY JUVENILE DETENTION COMMISSION	284
E. VIRGINIA LAW CONCERNING REGIONAL JUVENILE DETENTION HOME	291
F. RESOLUTION WHICH ESTABLISHED A FREE LIBRARY SYSTEM IN MONTGOMERY COUNTY, VIRGINIA, ADOPTED DECEMBER 1943	297
G. CONTRACTUAL AGREEMENT, MONTGOMERY-FLOYD REGIONAL LIBRARY	298
H. LAW GOVERNING THE ESTABLISHMENT OF REGIONAL LIBRARIES IN THE STATE OF VIRGINIA	301
I. BYLAWS OF THE MONTGOMERY-FLOYD REGIONAL LIBRARY .	305
J. ROANOKE VALLEY REGIONAL LANDFILL AGREEMENT	309
K. ROANOKE COUNTY-SALEM JAIL AGREEMENT	331
L. A SAMPLE OF AGREEMENT BETWEEN ROANOKE COUNTY AND ITS NEIGHBORING COMMUNITIES FOR TEMPORARY USE OF JAIL FACILITIES	339

LIST OF TABLES

<u>Table</u>	<u>page</u>
1. CONSTITUTIONAL PROVISIONS FOR INTERLOCAL COOPERATION IN SELECTED* STATES	14
2. GENERAL INTERLOCAL COOPERATION ACTS IN THE STATES: CITATIONS AND DATES OF ORIGINAL ENACTMENT	18
3. STATUTORY PROVISIONS FOR INTERLOCAL COOPERATION IN SELECTED SERVICE AREAS IN THE STATE OF VIRGINIA	29
4. SECTION 15.1-21 OF THE VIRGINIA CODE	32
5. STATE OF NEW YORK: TYPES OF INTERLOCAL COOPERATION AUTHORIZED BY LAW	44
6. REPORTED INTERLOCAL SERVICE AGREEMENT, 1971-1977	55
7. VIRGINIA STANDARD METROPOLITAN STATISTICAL AREAS AND THEIR CORRESPONDING LOCALITIES	58
8. REPORTED INTERLOCAL SERVICE AGREEMENTS IN VIRGINIA METROPOLITAN AND NONMETROPOLITAN AREAS, 1971-1977	61
9. MAJOR SERVICE AREAS FOR VIRGINIA LOCALITIES	64
10. BREAKDOWN OF RETURNED QUESTIONNAIRES	82
11. LIST OF OFFICIALS INTERVIEWED DURING THE CASE STUDIES	93
12. CATEGORIZATION AND CODING OF SOME CHARACTERISTICS OF CITIES, COUNTIES AND TOWNS IN VIRGINIA	97
13. FORMS OF GOVERNMENT USED BY VIRGINIA COUNTIES	104
14. FORMS OF GOVERNMENT USED BY VIRGINIA TOWNS	105
15. NUMBER OF REPORTED INSTANCES OF PARTICIPATION IN INTERLOCAL COOPERATION BY FORM OF AGREEMENT USED	110
16. INSTANCES OF PARTICIPATION IN INTERLOCAL AGREEMENT BY FUNCTIONAL AREAS AND BY GOVERNMENTAL UNITS IN VIRGINIA	112
17. REASONS FOR ENTERING INTO INTERLOCAL AGREEMENTS	116

18.	REASONS FOR NOT ENTERING INTO INTERLOCAL AGREEMENTS	118
19.	CHARACTERISTICS OF REPORTED SPECIAL DISTRICTS ¹	119
20.	REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL COOPERATION IN VIRGINIA BY POPULATION SIZE	122
21.	REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL COOPERATION IN VIRGINIA BY POPULATION CHANGE (1970-1980)	126
22.	REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL COOPERATION BY PERCENTAGE OF PERSONS 25 YEARS OF AGE AND OLDER	127
23.	REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL COOPERATION IN VIRGINIA BY TYPE OF LOCAL GOVERNMENTAL UNIT	130
24.	REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL COOPERATION IN VIRGINIA BY LOCATION OF GOVERNMENTAL UNIT	132
25.	REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL COOPERATION IN VIRGINIA BY PER CAPITA INCOME (1979)	135
26.	REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL COOPERATION IN VIRGINIA BY MEDIAN INCOME (Households)-1979	137
27.	REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL COOPERATION IN VIRGINIA BY PER CAPITA MARKET VALUES	139
28.	FORM OF AGREEMENT MOST USED BY GOVERNMENTAL UNITS	142
29.	FORM OF AGREEMENT MOST USED BY LOCATION (Metropolitan - Nonmetropolitan Jurisdictions)	144
30.	FUNCTIONAL AREA WITH MOST REPORTED CASES OF PARTICIPATION IN INTERLOCAL AGREEMENT BY TYPE OF GOVERNMENTAL UNIT	146
31.	SELECTED STATISTICS FROM MULTIPLE REGRESSION	148
32.	DISTRIBUTION OF CONSTRUCTION COSTS: NEW RIVER VALLEY JUVENILE DETENTION HOME	168
33.	DISTRIBUTION OF OPERATING COSTS	171

34.	DISTRIBUTION OF LOCAL SHARE OF OPERATING COST . . .	174
35.	BREAKDOWN OF TOTAL USE IN PERCENTAGES	175
36.	MONTGOMERY-FLOYD COUNTY REGIONAL LIBRARY	192
37.	DISTRIBUTION OF LOCAL SHARE OF OPERATING BUDGET (1975-1982)	193
38.	REGIONAL LANDFILL TONNAGES	209

LIST OF FIGURES

<u>Figure</u>	<u>page</u>
1. Diagrammatic Representation of the Joint Provision Form of Interlocal Cooperation	27
2. Virginia Standard Metropolitan Statistical Areas (SMSA)	57
3. Roanoke Standard Metropolitan Statistical Area (SMSA)	154
4. New River Valley Area	155
5. New River Valley Juvenile Detention Home Organizational Chart	178
6. Montgomery-Floyd Regional Library Organization Chart	199
7. Location Roanoke Valley Regional Landfill	206
8. Roanoke Valley Regional Solid Waste Management Board: Organizational Chart	214
9. Chain of Command for the Roanoke County-Salem Jail	228
10. A Simplified Process Model of Interlocal Cooperation in the State of Virginia	234

Chapter I

INTERLOCAL COOPERATION

INTRODUCTION: GROWING NEED FOR INTERLOCAL COOPERATION

Local governments during the past few years have been increasingly hard pressed to make ends meet. The days of merely adjusting the tax rate to balance the budget are gone. Fiscally conservative times are now a political reality with which all of government must learn to cope.

The present "Fiscal Stress"¹ that has beset most American local governments can be attributed to several factors. Without discounting the impact of inflation and property tax revolt on local finances, the two factors most readily apparent are declining federal aid and declining local tax base.

¹ State or local government is said to be in fiscal stress when (a) the government has neither cash nor credit to meet near-time expenses, such as payroll and supplies; or (b) the government's fiscal situation is so unfavorable as to impair borrowing, and/or require reduction of municipal services. For more discussion on fiscal stress, see David T. Standley, "Cities in Trouble," A National Urban Policy Roundtable Discussion Paper (December, 1976).

Declining Federal Aid to State and Local Governments

After growing almost fourfold in the 1970s, federal grants-in-aid to state and local governments are now being drastically reduced, falling from 88 billion in 1980 to 78.6 billion in 1983.² These reductions are coming at a time when many local governments are already financially strapped with regard to revenues from other sources. In the 1980s, the Reagan Administration's cutbacks will intensify this developing trend and will increase pressure on the nation's local governments to find the wherewithal to continue to provide basic public services for their residents, along with financing for economic and community development. Grants to states and local governments comprised 15.8 percent of the federal budget in 1980, down from their recent historical peak of about 17.3 percent in fiscal 1978. Under the current Administration's proposals, federal intergovernmental aid declines more sharply: down to about 12.4 percent of federal outlays in fiscal year 1982, and 11.9 percent in fiscal year 1983.³ Localities are being forced to pick up the greatest slack in the area of social services, which accounted for more than half of the total

² Special Report, "State and Local Government in Trouble," Business Week, October 1981, p. 136.

³ "A Fiscal Note," Intergovernmental Perspective 7 (Spring 1981):26-27.

federal budget reductions during the 1982 fiscal year.

Declining Tax Base

Declining tax base is another recent development which has contributed to the fiscal stress now being felt by state and local governments. Declining tax base is usually attributed to plant/business failures.

Despite the downturn in interest rates, the pace of corporate failure shows no sign of slackening. According to Dun and Bradstreet Inc., some 23,013 companies failed in the first 47 weeks of 1982, and the number exceeded 25,000 by the end of that year. This represents a 50 percent increase over the previous year and more than double the number recorded in 1975, the peak failure year of the 1973-75 recession. Moreover, the Dun and Bradstreet tally does not include failures of companies in the finance, real estate, farm, professional, and insurance sectors. Indeed, the official Dun and Bradstreet failure rate, which is the ratio of failure per 10,000 listed companies, was estimated at 89 for 1982--by far the highest number since failures hit 100 per 10,000 in 1933, the depth of the Great Depression.

Plant closings pose special problems for the locality in which the plant was located. It increases the unemployment rate of the affected locality; it increases the

demand for social services; and it decreases local revenues, and hence the locality's ability to meet the increasing demands for services.

Other recent developments which have significantly affected the ability of local governments to generate revenue are record-breaking interest rates and reduction in the attractiveness of local bonds. The rate which local governments have had to pay for money has almost doubled since 1977. The average municipality now has to pay 85 percent of what the U.S. Treasury pays for long-term money; only two years ago it was 70 percent.*

To spur private saving and investment, the Reagan Administration has lightened the tax load, particularly in the upper brackets; also it has provided special tax-exempt investment vehicles, and it has broadened the scope of Individual Retirement Accounts. This has reduced the attractiveness of tax-exempt municipal bonds to the rich, who have been their traditional purchasers.

The effects of the political and economic developments discussed above combine to impose an unprecedented hardship on municipal finance at a time of growing need. As financial constraints tighten and scarce resources dwindle even more, many scholars are beginning to explore ways to

* Business Week, "Special Report: State and Local Government in Trouble," (October, 26 1981):136.

maintain services or even provide additional services without requiring additional public funds. The various journals serving public sector managers reflect a growing concern over how best to manage an organization in periods of decline. The recent symposium on Cutback Management⁵ in the Public Administration Review and articles that have appeared subsequently⁶ represent only a sampling from this literature. Several different objectives have been pursued by the authors of these articles and in the wider body of literature. Some articles have sought to provide conceptual frameworks for understanding organizations in periods of decline, while others have offered lessons learned from experiences. Still others deal with particular strategies for carrying out reduction in force.

No group of people is more aware of the problems that declining resources pose for local governments in America than local officials themselves. The reality of declining

⁵ Charles H. Levine, Symposium Editor, "Organizational Decline and Cutback Management," Public Administration Review, 38 (July/August 1978):315-357.

⁶ See Charles H. Levine, "More On Cutback Management: Hard Questions For Hard Times," Public Administration Review, 39 (March/April 1979):179-183; Leonard Greenhalgh and Robert B. Mckersie, "Cost Effectiveness of Alternative Strategies for Cutback Management," Public Administration Review, 40 (November/December 1980):575-584; and Robert D. Behn, Symposium editor, "Leadership in an Era of Retrenchment," Public Administration Review, 40 (November/December 1980):603-626.

resources has forced many local officials to put into practice some new and innovative management techniques. These include such general techniques as organizational restructuring, streamlining procedures, updating and retooling of manpower skills, technological transfer, and contracting with the private sector. Other specific management techniques that have been initiated at the local level as a result of resource scarcity are:

- Increased User Fees
- "Private" Providers of Public Service
- Contract Employees
- Use of Volunteers
- College Internship Programs
- Decreasing Workforces
- Energy Conservation Programs
- Reuse of Existing Facilities
- Public/Private Partnerships.⁷

One technique missing from this list is interlocal service delivery--a system based on the recognition that neighboring jurisdictions frequently need similar services and that such services can be delivered at less expense cooperatively than separately. As a method of easing the

7

For a description of each of the techniques, see Roger L. Kemp, "Managing Government in Hard Times," Municipal Maryland (November 1982):12-24.

strain on small governments, interlocal cooperation is employed far more frequently than any other type of local governmental adjustment to urban problems.⁸ But interlocal cooperation is probably the least understood of all metropolitan reforms by those who devote their careers to the teaching and analysis of local government. Very few local officials and scholars of public management emphasize its use as a cost-saving device. The 1978 symposium on cutback management in Public Administration Review, for example, said nothing at all about interlocal cooperation. In short, interlocal cooperation has not received adequate attention as a viable countermeasure to offset resource scarcity. As a result, the ability of public management scholars to provide "expert" advice on the subject has been severely limited. It is the intention of this author to fill this gap in our knowledge by providing a detailed assessment of interlocal cooperation, especially in the state of Virginia.

⁸ See, for example, Vincent L. Marando, "Interlocal Cooperation in a Metropolitan Area," Urban Affairs Quarterly, 4 (1968):185-200; and Joseph F. Zimmerman, "Intergovernmental Service Agreements and transfer of Functions," in Advisory Commission on Intergovernmental Relations, The Challenge of Local Governmental Reorganization (Washington, DC., ACIR, 1974):29-52.

In a list of definitions and classifications compiled by the U.S. Bureau of the Census, the following are included as "local units of government": (1) counties (including boroughs in Alaska and parishes in Louisiana); (2) municipalities (cities, villages, boroughs other than in Alaska, and some towns depending upon their powers); (3) townships (including the towns of the New England state, New York, and Wisconsin; the Plantation of Maine, and some locations in New Hampshire); (4) school districts; and (5) special (non-educational) districts. Each of these units is classified as a form of local government because each conforms to the following criteria: (1) exists as an organized entity; (2) has governmental character; and (3) exhibits substantial autonomy.⁹ For the purpose of this study, however, only counties, cities and towns are included in reference to local units of government. These are the "major" local governmental units in the state of Virginia.

⁹ U.S. Department of Commerce, Bureau of the Census, Governmental Units in 1967, Preliminary Report, CG-P-2 (1967), pp. 1-4.

THE NATURE OF INTERLOCAL COOPERATION IN THE UNITED STATESDefining Interlocal Cooperation

Interlocal cooperation has been defined in various ways. The term has been used to describe all activities which any local governmental unit or its officials may carry on voluntarily with another local governmental unit or units, or which one unit may agree to administer to both itself and one or more other local units. It has also been defined as the intercourse, formal or informal, that two local units of government or their representatives have with each other.¹⁰ All three definitions require that the activity be carried on by public, not private, agencies. Some scholars¹¹ have pointed out, correctly, that emphasis on the voluntary aspect of such cooperation in the broader definition was designed to exclude from consideration the vertical cooperation which is mandated under the terms of grants-in-aid or other federal legislation. It was not meant to suggest that there is anything improper about such cooperation being authorized or even required by state law.

¹⁰ See Edgar C. Leduc, Interlocal Relations in Indiana Counties, Cities, and Towns: Some Characteristics of the Cooperating Units and Officials (Ph.D. Dissertation: Indiana University, September 1963), p. 13.

¹¹ See, for example, Brooke Williams Graves, American Intergovernmental Relations: Their Origins, Historical Development, And Current Status (New York: Charles Scribner's Sons, 1964), pp., 737-855.

While most interlocal service agreements are voluntary, some local governments have indeed been ordered by the state to provide a service to a neighboring municipality. The town of Milford, for example, has been ordered by the state of Connecticut to provide waste water treatment for an adjoining community that has no sewer facilities. In a few states, counties are required by statute to provide certain services if requested to do so by cities.¹² These examples suggest that interlocal cooperation normally does take place on a horizontal basis. The governments involved may be cities, counties, towns, villages, school districts, special districts, or other bodies.

In some aspects the term interlocal cooperation is misleading and somewhat vague. The probable reason for this is that it is a relatively new phrase in the study of governments and its meaning, therefore, has not been refined enough to denote the same thing to everyone. While the term interlocal is easily defined, understood, and placed in a context of meaning, cooperation is not.

The term cooperation implies friendly, cordial relations along similar lines of action. But as correctly pointed out by some scholars,¹³ when the term cooperation is

¹² Joseph F. Zimmerman, "Meeting Service Needs through Intergovernmental Agreements," Municipal Year Book (1973):79.

used by researchers to signify an area of study, it is the final result that is emphasized, i.e., the agreement among the various units to take a particular action. Neither the difficulties nor the conflicts that occurred prior or during the formation of agreement are included in the researchers' definition of cooperation. Negotiations which fail because of conflict or for other reasons, are not reported.

With this ambiguity in mind, interlocal cooperation is defined in this study as any device formal or informal, legal or extra-legal, by means of which two or more units of local government attempt to overcome a mutual difficulty or satisfy a need. Interlocal cooperation is seen as (1) part of intergovernmental relations since it is the study of actions between or among governments; and (2) part of local government since it is restricted to the study of local units. Interlocal cooperation as used here does not include cooperation between local government and federal and/or state governments or agencies, although such cooperative arrangements may be important in their own way.

¹³ Edgar C. Leduc, "Interlocal Relations in Indiana" (Ph.D. dissertation, Indiana University, 1963).

Constitutional and Statutory Basis of Interlocal Cooperation

In spite of the popular tendency to think of local government as an "independent" partner in a three-tiered federalism, most of the activities of local government are subject to rather strict legal controls by the states. For the most part, municipalities have been limited to exercising only those powers explicitly conferred by the state, those enumerated in home-rule charters, and those necessary for the implementation of the conferred powers. The dependency of local units upon state authorization for the power to cooperate is important because of the tradition of not granting a local unit the power to provide a municipal service outside its territorial boundaries. Since interlocal cooperation results in the provision of services beyond territorial boundaries, enabling legislation is necessary for many types of cooperation. California and Missouri recognized this fact some years ago and adopted appropriate constitutional provisions which gave blanket authorization for cooperative arrangements to all units in all fields.¹⁴ The former state did so in 1922, the latter in

¹⁴ It should be pointed out, however, that interlocal jurisdictional cooperation may be affected by negative implications of constitutional phraseology. For example, phrases expressing geographical limits such as "within the state" or "within the county," have occasionally set up obstacles to intergovernmental cooperation. Some years ago a Texas court construed Article VII, Section 3a of the constitution of that state to bar the creation of

1943. Alaska, Michigan and Hawaii followed suit in their new constitutions.¹⁵ Florida joined the list of states with constitutional provisions for interlocal cooperation in 1957 and Virginia followed in 1971 (see Table 1 for the text of these provisions).

One factor that most of these states have in common in their constitutional provisions for interlocal cooperation is a tendency to use broad clauses, as opposed to particularistic clauses, such as those found in Article VII, Section 3a of the Texas constitution prior to 1967. It must be emphasized, however, that the broad clauses contained in the constitutions of Alaska, Hawaii, Missouri, Florida and Virginia are not essential, and therefore should not be stressed to the point that the court might view their absence as in itself a limitation on the freedom of interlocal cooperation. When such clauses are used, careful drafting is needed in order to insure that the language does

school districts bridging county lines because the section provided for such districts only within a single county. Texas changed its constitution to eliminate this restriction but created another; a new clause, "withip the state," was interpreted to bar an interstate school district. Doubtless, the new phrase was not designed as a limitation to intergovernmental cooperation, but became so inadvertently. For further discussion on the court cases, see: Parks v. West, 102 Texas 11, 111 S.W. 726 (1908); and Texas-New Mexico School District No. 1 v. Farnwell Independent School District, 184 S.W. 2d 642 (1944).

¹⁵ Brooke W. Graves, American Interlocal Relation, p. 740.

TABLE 1

CONSTITUTIONAL PROVISIONS FOR INTERLOCAL COOPERATION IN
SELECTED* STATES

ALASKA:

Article XII, Section 2: The state and its political subdivisions may cooperate with the United States and its territories, and with other states and their political subdivisions on matters of common interest. The respective legislative bodies may make appropriations for this purpose.

CALIFORNIA:

Article XI, Section 7-1/2: It shall be competent in county charters, framed under the authority of this section to provide, in addition to any other provisions allowable by this Constitution, and the same shall provide, for the following matters: Article XI, Section 4-1/2: For the assumption and discharge by county officers certain of the municipal functions of the cities and towns incorporated under the general laws, the discharge by county officers of such municipal functions is authorized by general law, or whenever, in the case of cities and towns organized under Section 8 of this Article, the discharge by county officers of such municipal functions is authorized by provisions of the charters, or by amendments thereto, of such cities and towns.

HAWAII:

Article XIV, Section 5: The legislature may provide for cooperation by state and political subdivisions with the United States, or states and territories or their subdivisions, in matters affecting public health, safety and general welfare; funds may be appropriated to effect cooperation.

MISSOURI:

Article VI, Section 17: Any municipality or political subdivision of the state may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their political subdivisions, or with the United States, for the planning, development, construction, acquisition, or operation of any public facility, or for a common service, in the manner provided by law.

TABLE 1 (continued)

CONSTITUTIONAL PROVISIONS FOR INTERLOCAL COOPERATION IN
SELECTED* STATES

MICHIGAN:

Article VII, Section 28: The legislature by general law shall authorize two or more counties, townships, cities, villages or districts, or any combination thereof among other things to: enter into contractual undertakings or agreements with one another with the state or with any combination thereof for the joint administration of any of the functions or powers which each would have power to perform separately; share the costs and responsibilities of functions and services with one another or with the state or with any combination thereof which each would have the power to perform separately; transfer functions or responsibilities to one another or any combination thereof upon the consent of each unit involved; cooperate with one another thereof as provided by law in connection with any authorized publicly owned undertaking.

FLORIDA:

Article VII, Section 14: Any local governmental unit may contract and cooperate with other local governmental units, with the state or with the United States in the exercise of any of its authorized proprietary functions for the planning, development, construction, acquisition or operation of any public improvement or facility or for a common service.

VIRGINIA:

Article VII, Section 3: The General Assembly may provide by general law or special act that any county, city, town, or unit of government may exercise any of its powers or perform any of its functions and may participate in the financing thereof jointly, or in cooperation with the Commonwealth or any unit of government within or without the Commonwealth. The General Assembly may provide by general law or special act for transfer to or sharing with a regional government of any services, functions, and related facilities of any county, city, town, or other unit of government within the boundaries of such regional government.

Source:

Shirley S. Abrahamson and Martha S. O'Connor Editors,

TABLE 1 (continued)

CONSTITUTIONAL PROVISIONS FOR INTERLOCAL COOPERATION IN
SELECTED* STATES

Constitutions of the United States: Nation and State,
Third Cumulative Supplement January 1, 1961 to December 31,
1967, Vol. I and II (New York: Oceana Publications, Inc.,
1969).

*These seven states were selected because several references
have been made to their constitutional provisions for inter-
local cooperation in the literature.

not imply limitations which are not intended. For example, while it can be argued that the clause "other local governmental units" contained in Florida's constitution is meant to include units in other states, a court could decide that the provision refers only to localities within the state. Such a ruling would prohibit legislation authorizing interlocal cooperation across state lines.

In addition to constitutional provisions, many states have adopted legislation encouraging interlocal cooperation in one form or another (see Table 2). Outlining the full story of the evolution of legislative/statutory provisions for interlocal cooperation would be a major research project of nationwide scope, a project which could be undertaken only with a sizable staff and substantial financial support. In the absence of such support, the best available approach is to examine what has happened in a few representative states (Minnesota, New York and Pennsylvania) in which significant developments in the field of interlocal cooperation are known to have taken place.

The Minnesota Joint Power Act, adopted in 1957, made joint action possible for the first time with regard to almost every phase of municipal government in that state.¹⁶

¹⁶ 1957 Session, Chapter 468; State Ann., Section 473. Some planning provisions go back to 1927. The legislation was developed by enactments in 1937, 1945, and 1957, when a broad authorization was extended to political

TABLE 2

GENERAL INTERLOCAL COOPERATION ACTS IN THE STATES:
CITATIONS AND DATES OF ORIGINAL ENACTMENT

State	Citation	Original Enactment
California	Calif. Government Code Sec. 51300-51335 (service contract), Sec. 6500-6578 (agreements).	1921
Colorado	Colo. Rev. Stat. Ann., Sec. 88-2-1	1949
Connecticut	Conn. Gen. Stat. Ann., Sec. 7-339a to 7-339 1	1961
Illinois	Ill. Mun. Code, Art. 1, Div. 1 ch. 24, Sec. 1-1-5	1961
Indiana	Interlocal Cooperation Act, Ind. Ann. Stat., Sec. 53:1101-07	1957
Iowa	H.B. 188, 1965	1965
Kentucky	Interlocal Cooperation Act, Ky. Rev. Stat., Sec. 65.210-300	1962
Louisiana	Local Services Law, La. Rev. Stat., Tit. 33, Sec. 1321-32	1942
Maine	Interlocal Cooperation Act, Me. Rev. Stat., Ch. 90-A, Sec. 80B	1963
Maryland	Md. Ann. Code, Art. 23B, Sec. 22	1955
Massachusetts	Mass. Ann. Laws, Tit. 7, Ch. 40, Sec. 4A	1945
Michigan	Mich. Stat. Ann., Sec. 5.4081-4084	1951
Minnesota	Joint Exercise of Powers Act, Minn. Stat. Ann., Sec. 471.59	1943
Missouri	Mo. Stat. Ann., Sec. 70.210-325	1947

Table 2 (continued)

GENERAL INTERLOCAL COOPERATION ACTS IN THE STATES:
CITATIONS AND DATES OF ORIGINAL ENACTMENT

Nebraska	Interlocal Cooperation Act, Neb. Rev. Stat., Art. 22, Sec. 23:2201-07	1963
Nevada	A.B. 462, 1965	1951
New Hampshire	N.H. Laws 1963, CH. 275:14 adding new Ch. 53-A	1963
New Jersey	Consolidated Municipal Services Act, N.J. Stat. Ann., 40:48B	1952
New Mexico	Joint Powers Agreement Act. N.M. Stat. Ann., Sec. 4-22(1-7)	1961
New York	N.Y. Gen. MUN. Law, Art. 5-6, Sec. 119(m-o)	1960
North Carolina	N.C. Gen. Stat., Sec. 153-246	1933
North Dakota	N.D. Cent. Code, Sec. 54-4001	1963
Ohio	Joint Municipal Improvement Act, Ohio Rev. Code, Tit. 7, Sec. 715-02	1965
Oklahoma	S.B. 343, 1965	1965
Oregon	Ore. Rev. Stat., Sec. 190-010-.220	1933
Pennsylvania	Pa. Stat. Ann., Tit. 53, Sec. 53-471 to 476	1943
South Dakota	S.B. 20, 1964	1964
Utah	Interlocal Cooperation Act, H.B. 85, Sec. 1-22	1965
Vermont	Vt. Stat. Ann., Sec. 24-4101	1963
Virginia	Va. Code Ann., Sec., 15.1-21	1958
Wisconsin	Wis. Stat. Ann., Sec. 66.30	1939

TABLE 2 (continued)

GENERAL INTERLOCAL COOPERATION ACTS IN THE STATES:
CITATIONS AND DATES OF ORIGINAL ENACTMENT

NOTE:

Not all of these state statutes are equally broad either as to powers which may be exercised jointly or to units of governments which may participate, nor do they all authorize both agreements and service contracts. A detailed analysis and comparison is contained in Leigh E. Grosenick, "A Comparative Analysis of Joint Exercise of Powers Legislation in the United States," (unpublished master's thesis, University of Minnesota, 1965).

This Act provided that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties, including those which are the same except for the territorial limits within which they may be exercised.

The New York statute authorizing cooperation among local units of government was also enacted in 1957. Under its terms, any "public agency" (including all types of local units and political subdivisions created by law) was authorized to create interlocal agreements or contracts, subject to the necessary approvals between any public agency of the state and any public agency or agencies of another state.

Legislative authorization for interlocal cooperation was adopted in Pennsylvania in 1943 by the state's General Assembly. The statute provides for joint or cooperative provision of services among units of local government within the state, as well as with units in other states. However, it requires the approval of a local government commission if agreement is with any unit except a Pennsylvania municipality.

subdivisions within the state.

Among the ways in which the written codes of the states will affect interlocal cooperation are in specifying:

- the necessity for formal agreements
- the types, levels and location of the cooperation of governmental units
- the powers that can be jointly exercised
- the organizational form for providing the service
- administrative powers
- financial arrangements
- the status of personnel
- service boundaries
- effects on other local laws.

With the potential for variance in each of the above categories, and given the existence of fifty states, the variations can be, and often are, tremendous. Each individual factor in various legislative grants can exert an independent influence on the manner in which cooperation will or will not develop.

This brief discussion of the constitutional and statutory background of interlocal cooperation in representative states shows very clearly that state governments recognize the desirability of encouraging intergovernmental action. It also indicates that a means

now exists whereby local governments can work together in the general interest of more and better governmental service for their constituents.

Advantages and Disadvantages of Interlocal Cooperation

There appears to be a general consensus among scholars that interlocal service delivery has several potential benefits: (1) it may save money; (2) it may permit some communities to obtain services they could not provide themselves; (3) it may allow for economies of scale; (4) communities may avail themselves of higher quality services than they could produce on their own; (5) it may mean that more equitable services will be provided throughout a region; and/or (6) it may create better coordination and assure less duplication and overlap.

It should be acknowledged, however, that interlocal cooperation is not without some disadvantages. Some of the problems associated with interlocal cooperation include: (1) the possibility that joint service delivery may not result in any cost savings; (2) the matter of determining the proper distribution of costs among participating communities; (3) the question of proper arrangements for paying the service provider; and (4) the need to retain sufficient local control over a service that is being

transferred to an alternative provider.¹⁷ Needless to say, it is crucial to resolve these problems prior to reaching a service agreement.

Forms of Interlocal Cooperation

Generally, interlocal cooperation is accomplished in one of two ways: by joint agreement or by contract. In their broadest application, agreements can be used to undertake jointly any functions and responsibilities which governments could undertake singly. Similarly, contracts can be used to purchase any services or facilities which one government is authorized to undertake or to provide on its own authority.¹⁸ Thus, whereas agreements provide for the joint exercise of powers by two or more independent units of local government, contracts for services constitute a simple

¹⁷ For a more comprehensive discussion of the advantages and disadvantages of interlocal service delivery, see Beth Walter Honadle, "Voluntary Implications," Contributed paper at the American Society for Public Administration Annual national conference, San Francisco, California, April 13-16, 1980; National Association of Counties Research Foundation, Interlocal Service Delivery: A Practical Guide to Intergovernmental Agreements/Contracts for Local Officials (Washington, DC: National Association of Counties Research Foundation, 1982); and Joan B. Aron, Obstacles to Voluntary Metropolitan Regional Cooperation Among Government (Ph.D. dissertation, New York University, 1965).

¹⁸ U.S. Advisory Commission on Intergovernmental Relations, A Handbook for Interlocal Agreements and Contracts, pp. 2-3.

"business" transaction between governments.

Form of Interlocal Cooperation Under Investigation

While the first part of this study is intended to provide information on both of the forms of interlocal cooperation discussed above, the second part will focus primarily on the form of interlocal cooperation involving agreements. In other words, the second part of the dissertation will examine instances where two or more independent units of local government come together to create a new institution for the sole purpose of providing a particular kind of public service to their residents (see Figure 1). There are several reasons for focusing on the interlocal cooperation involving joint operation:

1. Unlike contracting out, where one jurisdiction provides services to another jurisdiction usually on a fee basis, joint administration of services enables two or more governmental units to pull their resources together in an attempt to solve a common problem. This pulling together of resources places the participating jurisdictions in a better position to take advantage of economies of scale. This point is particularly important given the growing problems of declining resources at the local level.

2. Unlike contracting out, joint administration of services is very political. It often leads to the creation of a new bureaucratic institution. As a result, there is need to have a better understanding of how the process unfolds.
3. Unlike contracting out, joint provision of services is less likely to threaten the autonomy of the participating units.
4. Joint administration of services has not received adequate attention in the literature of interlocal cooperation. Most of the studies on interlocal cooperation deal primarily with the contractual form, thus undermining the importance of joint operation of services as a form of interlocal cooperation.

Since the study focuses on the state of Virginia, it is considered appropriate at this point to examine the legal basis for interlocal cooperation in the state. The purpose here is to assess whether there is sufficient legal authorization for the interlocal cooperation in the state.

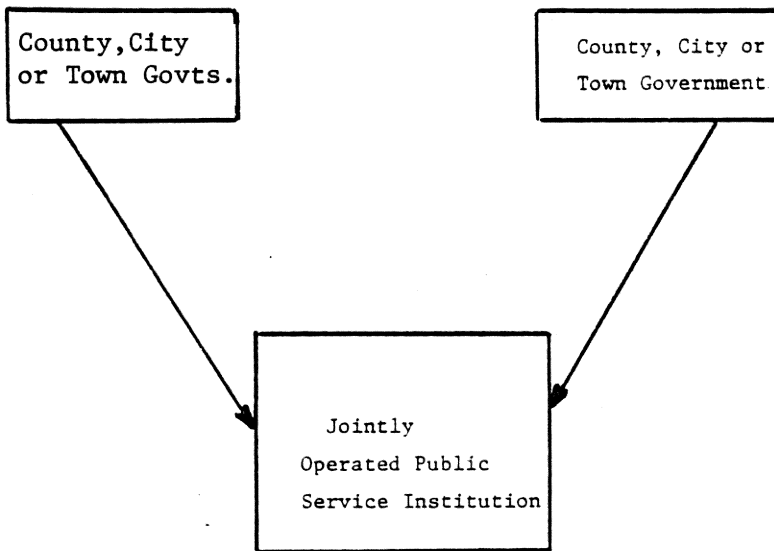


Figure 1: Diagrammatic Representation of Joint Provision
Form of Interlocal Cooperation

LEGAL BASIS FOR INTERLOCAL COOPERATION IN THE STATE OF VIRGINIA

In addition to constitutional provisions, general laws and special acts have been passed by the General Assembly which allow numerous joint undertakings in specific service areas (see Table 3 for the statutory provisions for interlocal cooperation in selected service areas in the state of Virginia). It should be noted, however, that although many different acts have authorized cooperative arrangements in the State, one statute has been used more extensively than any other by localities wishing to cooperate. Section 15.1-21 of the Virginia Code authorizes the joint exercise of powers among political subdivisions if the power is capable of being exercised by one jurisdiction (see Table 4 for the complete provision made in Section 15.1-21 of the 1950 Code of Virginia).

For analytical purposes, however, the legal basis for interlocal cooperation in the state of Virginia, or in any state, may be divided into three categories: mandatory, permissive, or discretionary provisions.¹⁹

¹⁹ For more discussion of the 3 categories, see John Adams Dyer, Patterns of Local Intergovernmental Cooperation in Alabama (Ph.D. dissertation, University of Alabama, 1963).

TABLE 3

**STATUTORY PROVISIONS FOR INTERLOCAL COOPERATION IN SELECTED
SERVICE AREAS IN THE STATE OF VIRGINIA**

STATUTORY PROVISIONS	SECTION OF THE CODE
Establishment and Operation of Educational Television Station:	15.1-23, 1950
Water Supply Emergency Ordinances:	15.1-37.3:4, 1950
Joint County Officers May Be Appointed or Elected:	15.1-53, 1950
Conjoint Employment By County and Town Therein:	15.1-62, 1950
Joint Purchasing Agent:	15.1-104, 1950
Police, etc., May Be Sent Beyond Territorial Limits; Reciprocal Agreements Between Counties, Cities or Towns and Certain Private Police Forces for Mutual Aid:	15.1-131, 1950
Agreement for Consolidation of Police Departments or For Cooperation in Furnishing Police Service:	15.1-131.3, 1950
Mutual Aid Agreements Among Governing Bodies of Contiguous Counties, Cities and Towns:	15.1-154.7, 1950
Joint Acquisition of Property for Educational Purposes by Counties and Cities:	15.1-264, 1950
Joint Recreational System:	15.1-273, 1950
Political Subdivisions May Jointly Construct Projects:	15.1-305, 1950
Contracts Between Counties, Cities and Towns As to Sewers, Pumping Station, etc., To Prevent Pollution:	15.1-318, 1950

TABLE 3 (continued)
 STATUTORY PROVISIONS FOR INTERLOCAL COOPERATION IN SELECTED
 SERVICE AREAS IN THE STATE OF VIRGINIA

STATUTORY PROVISIONS	SECTION OF THE CODE
Contracts For Water Supply:	15.1-338, 1950
Cooperation of Planning Commissions and Other Agencies:	15.1-408, 1950
Authority to Consolidate Counties:	15.1-1130.1, 1950
Voluntary Fiscal Agreements Authorized:	15.1-1166, 1950
One or More Political Subdivisions May Create Authority:	15.1-1241, 1950
Joint or Regional Juvenile Detention Commission Authorized:	16.1-202.2, 1950
Establishment of Regional Library System:	42.1-35, 1950
Joint Exercise of Powers to Acquire Land for Operation of Airport:	5.1-35, 1950
Joint School:	22.1-26, 1950
Drainage, Soil Conservation-Cooperation Between Districts:	21-4, 1950
Cooperation of Counties and Cities in Development and Implementation of Welfare Programs:	63.1-133.9, 1950
When Jail of County to Be Jail for Town:	53.138, 1950
Consolidated Jails and Jail Farms:	53.147, 1950
Contracts Between Boards and Governing Bodies of Cities for Maintenance of Poor:	27306, 1942
Authority to Establish Home for Maintenance of Poor:	28129, 1942
Contracts Between Boards of the Several Counties for Maintenance of Poor:	27309,

TABLE 3 (continued)
 STATUTORY PROVISIONS FOR INTERLOCAL COOPERATION IN SELECTED
 SERVICE AREAS IN THE STATE OF VIRGINIA

STATUTORY PROVISIONS	SECTION OF THE CODE
When Court May Adopt Jail of Another County or City:	2872, 1942
Sending Prisoners to Other Farms:	2880d, 1942
Count in Second Class Cities:	2896, 1942

Source:

(1) A. Henson Michie, Chas. W. Sublett and Beirne Stedman,
 Edited,

The Virginia Code of 1942

(Charlottesville, The Michie Company, Law Publishers,
 1942.

(2) D. P. Harriman, S.C. Willand, Sylvia Faulkner, and
 Elizabeth E. Pincus, Edited,

Code of Virginia 1950

Volume 3A (Charlottesville, The Michie Company Law
 Publishers, 1981).

TABLE 4

SECTION 15.1-21 OF THE VIRGINIA CODE

JOINT EXERCISE OF POWERS BY POLITICAL SUBDIVISIONS:-a) Any power or powers, privileges or authority exercised or capable of exercise by any political subdivision of this State may be exercised and enjoyed jointly with any other political subdivision of this state and, with any political subdivision of another state.

b) Any two or more political subdivisions may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this section. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating political subdivisions shall be necessary before any such agreement may enter into force.

c) Any such agreement shall specify the following: 1) Its duration; 2) the precise organization, composition and nature of any separate legal or administrative entity created thereby, together with the powers delegated thereto, provided such entity may be legally created; 3) its purpose or purposes; 4) the manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor; 5) the permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; 6) any other necessary and proper matters.

d) In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall, in addition to items (1), (3), (4) and (6) enumerated in subdivision (c) hereof, contain the following: 1) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board public agencies party to the agreement shall be represented; 2) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking.

e) No agreement made pursuant to this section shall relieve any political subdivision of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made hereunder, said performance may be offered in satisfaction of the obligation or responsibility.

TABLE 4 (continued)

SECTION 15.1-21 OF THE VIRGINIA CODE

f) Any political subdivision entering into an agreement pursuant to this section may appropriate funds and may sell, lease, give or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing such personnel or services thereof as may be within its legal power to furnish.

Source: The Virginia Code Commission, Code of Virginia (Charlottesville, The Michie Company, 1981).

Mandatory Provision

Cooperation is mandatory if the code requires a local government or one of its officials to cooperate with a second unit or its officers. When they relate to public officers individually, mandatory provisions for interlocal cooperative activity are tasks an official must perform as part of his prescribed duties. Not only is there little question of what is to be done, but seldom is there any doubt about the manner in which mandatory activities are to be conducted by the participants. The statutes prescribe the conduct of these activities in specific terms.

Mandatory provision for interlocal cooperation is very rare in the state of Virginia. A review of the Virginia Code indicates no outright or direct mandatory provision for interlocal cooperation in Virginia law. The only statutes that come close to representing mandatory provisions are those dealing with jail and court in second-class cities (Section 2856 and 2896 of the 1942 code respectively).

According to Section 2856 of the 1942 Code, a town having no jail of its own is, in effect, mandated by law to use the jail of the county in which the town is located. In this circumstance, the board of supervisors of the county which owns the jail has no choice but to assist the town in providing prison services. Section 2896 of the 1942 Code

also has some mandatory overtones. Here, a second-class city is by law required to share a circuit court, a courthouse and clerk's office with the county in which the city is situated. In these two cases, the choice to cooperate or not to cooperate is not made by the local governments involved. Rather, the choice is made by a higher authority--the state. To the extent that this kind of statute remains valid in the Virginia Code, mandatory provision for interlocal cooperation cannot be completely ruled out in the state of Virginia.

Authorization for Permissive Cooperation

Cooperation is permissive in nature when a statutory base authorizing joint activity has been provided by the legislature. The statutory provisions may be either detailed or vague and uncertain. However, the decisive characteristic of these cooperative activities is that the initiative lies with local governments. The local units may participate in joint efforts as they deem necessary.

In the state of Virginia, as in most states in the country, authorization for permissive cooperation is by far the most common type of statutory provision for interlocal cooperation. This is not surprising given the fact that such authorization is consistent with and reflects the

American values of independence, autonomy and freedom. It allows local governments to exercise their choice to cooperate or not to cooperate. Authorization for permissive cooperation can be found in virtually all the functional areas of local government in Virginia. Sections 15.1-23, 15.1-37.3:4, 15.1-53, 15.1-62, 15.1-104, 15.1-131, 15.1-131.3, 15.1-159.7, 15.1-264, 15.1-273, 15.1-305, 15.1-428, 15.1-1166 of the 1950 Code are just a few examples of such authorization in Virginia's Code (see Table 4).

Discretionary Cooperation

Interlocal cooperation is discretionary in nature if there is no statutory basis for the joint effort and if there is no statute or appropriate legal ruling forbidding it.

Within the counties studied in detail, discretionary cooperation was found to be employed to a considerable degree. Units of government seldom cooperate on this basis. However, local officials, with the full knowledge of their superiors, periodically resort to this device. When a local official needs a service, a machine, or another form of aid and knows a second government can meet the need, oftentimes he contacts the appropriate official directly. Apparently the negotiations and the discretionary efforts are conducted on a reciprocal basis.

As some scholars²⁰ have correctly pointed out, discretionary cooperation has several characteristics. First, discretionary joint activities are of short duration, usually lasting less than a month. The informal nature of the cooperation is a second feature; the unit receiving service, equipment, or aid usually pays only the salaries of the employees from the second government who participate in the effort. Third, the device is resorted to only when a pressing or emergency situation develops in the operation of local governments. Finally, mutual benefit seldom results from the joint efforts. It represents the willingness of local governments and their officials to aid each other when the need arises.

As shown in the foregoing analysis, there is sufficient legal authorization for interlocal cooperation in the state of Virginia in virtually all functional areas. This finding is particularly important because it clears the way to proceed with the study. But before doing that, it is worthwhile to examine some of the previous studies on interlocal cooperation in the United States in general and in the state of Virginia in particular. This literature review is intended to serve three major purposes: (1) to

²⁰ See, for example, John Adams Dye, Patterns of Local Intergovernmental Cooperation in Alabama (Ph.D. dissertation, University of Alabama, 1963), pp. 88-92.

point out some of the gaps in the literature of interlocal cooperation; (2) to show how this particular study will contribute to the narrowing of these gaps, and (3) to provide a base from which hypotheses on interlocal cooperation can be derived.

LITERATURE REVIEW

Literature on interlocal cooperation in America can be categorized into two major groups. The first of these groups provides a national or general view of the subject, while the second group takes a much narrower approach by focusing on a specific state. Most of the writings on interlocal cooperation are based on survey research and/or case studies.

One of the early studies of interlocal cooperation that focused on the national level was conducted in 1944. The objective of the study was to measure the degree of interlocal cooperation in public service delivery. Forty-three cities with populations of 100,000 and over were surveyed, and with few exceptions, city-owned systems were found to furnish services to neighboring communities, usually on the basis of mutual agreements.

The National Association of County Officials conducted a similar study in 1958. Here, 266 urban counties in 168

Standard Metropolitan Statistical Areas (SMSA) in the United States were surveyed. Information obtained from the 125 questionnaires returned revealed that: (1) counties entered into cooperative agreements with other units of local government; (2) only a small minority of the counties reported no intergovernmental cooperation; (3) the greatest amount of cooperation occurred between cities and counties; and (4) inter-county cooperation existed to a more limited extent, primarily through informal agreement.²¹

One of the most comprehensive and frequently cited studies of interlocal cooperation was conducted by Joseph Zimmerman in 1973. The study covered a total of 5,900 incorporated municipalities and examined the scope and nature of their interlocal agreements for 76 services. Thirty-eight percent of the sample population responded to the questionnaire. Of the 2,248 municipalities responding, 1,393, or 61 percent, had entered into formal and/or informal agreements with other governmental units for the provision of services. This study also found that the tendency to enter into agreements is related directly to population size. The study also revealed that 35 percent of 1,393 reporting municipalities had entered into agreements

²¹ Bernard F. Hillenbrand, "Urban Counties in 1958," Municipal Yearbook (Chicago, Illinois: International City Managers' Association, 1959):60-66.

to provide service jointly. The study also showed that agreements for conjoint provision of services were most common in the West and were least common in the South. The largest number of intergovernmental service agreements reported involve jails and detention homes (446), followed by police training (392), street lighting (359), refuse collection (356), solid waste disposal (301), and animal control services (300).²²

Other studies on interlocal cooperation within the national context focus on specific public services and the extent to which they are being provided jointly by units of local government. Among the most studied service areas are police protection, fire service, sewerage disposal, and airport construction and administration. Most of the studies found a great deal of cooperation among local governments throughout the United States in each of the service areas.²³ Some of the studies suggest that the

²² See Joseph F. Zimmerman, "Meeting Service Needs through Intergovernmental Agreements," Municipal YearBook (Washington, DC: International City Management Association, 1973):79-88.

²³ See for examples: a) U.S. Department of Housing and Urban Development, Office of Policy Development and Research, An Approach for Cooperation in Fire Protection Services, HUD 0000465 (December 1977); b) Jarz Emil F., "Intermunicipal Cooperation in Sewerage Disposal," Public Management, 24 (September 1942):267-272; c) Jarz Emil, "Administration of the Joint Municipal Airport," Public Management, 24 (April 1942):108-112; and c) Jon A. Baer, "Interjurisdictional Service Agreements for Police

interlocal service agreement is the most practical alternative to consolidation of services.²⁴

Numerous studies have also been done on interlocal cooperation at the state level. Some of the earliest of such studies were done in New Jersey, Tennessee, Minnesota, New York, and Pennsylvania.²⁵

In 1910, Alexander Potter directed attention for the first time to interlocal cooperation. Entitled Joint Outlet Sewer, A History and Description of an Accomplishment by Voluntary Joint Effort,²⁶ his study chronicled the development of a joint sewage treatment facility by Newark, Elizabeth, the Oranges, and "several minor towns" in New Jersey. Potter's study, which was primarily descriptive (rather than analytical), is still the predominant model of research for most studies on interlocal cooperation today.

Function: The Special Case of Eastern Suffolk County, New York," State and Local Government Review (January 1982):25-31.

²⁴ Baer, "Interjurisdictional Service Agreement for Police Functions," p. 25

²⁵ It should be pointed out that this is by no means an exhaustive list of states which have done studies on interlocal cooperation. To supplement my discussion, I have provided a bibliography on interlocal cooperation by states.

²⁶ Cited and quoted in Paul Studenski, The Government of Metropolitan Region (New York: National Municipal League, 1930), pp. 47-48.

The Tennessee study was conducted in 1942. The survey covered the experience of some 68 cities with a population of 1,000 or more in providing services outside their corporate limits. Nearly half of them furnished police protection on emergency call to adjacent areas; no charge was made for this service. Approximately three-fourths provided some fire protection to nearby areas, at charges showing so great a range as to make little sense. Some were very high, probably intended to discourage requests for service, while others were so low that they could not possibly reimburse the city for the cost of the service it was asked to render. Provision of water service to outside areas was so widely provided that cities were urged to explore this as a possible source of additional revenue.²⁷

Another early survey of interlocal agreements at the state level was made by the State League of Municipalities of Minnesota in 1953. In this survey, it was determined that 22 cities in the state with a population of 10,000 or over had entered into 91 agreements in 17 different functional areas. Minneapolis and Rochester each had ten agreements; three small cities had none; the remaining 17 cities had agreements relating to roads and streets;

²⁷ See Gerald Shaw, Providing Municipal Services Outside Corporate Limits (Knoxville: Department of Political Science, University of Tennessee, July 1943).

thirteen of these also had agreements for fire protection; and ten for radio communication.²⁸

In New York, the Joint Legislative Committee on Metropolitan Area Study issued in 1957 a digest of the state law permitting intergovernmental service arrangements among its municipalities. This publication was revised and reissued in 1959.²⁹ Fourteen major subjects were covered, ranging, as in Minnesota, from civil service to water supply. The digest concluded with a chapter on the organization of government and on administrative acts in general. The number of statutory authorizations for each of these functional areas, both intrastate and interstate, is shown in Table 5.

Another early study on interlocal cooperation in the state of New York was conducted in 1958. The study reported on the activities of over 1,600 multifunctional units of government. In general, it was found that the larger units provided services to the smaller units and that the areas of densest population, or areas more urban in character, tended to have more cases of cooperative activities.³⁰

²⁸ For more discussion, see League of Minnesota Municipalities, Inter-Municipal Cooperation in Minnesota (Minneapolis, February 1953).

²⁹ Municipal Cooperation: A Digest of New York State Law (Albany, December 1959).

³⁰ Guthrie Birkhead, Interlocal Cooperation in New York

TABLE 5

STATE OF NEW YORK: TYPES OF INTERLOCAL COOPERATION
AUTHORIZED BY LAW

Activity or Function	Intrastate	Interstate
General Municipal Services	9	4
Public Education	1	1
Public Health	2	6
Public Safety	11	3
Public Utilities	4	3
Recreational Facilities	3	2
Refuse Disposal	6	5
Youth Activities	1	1

Source:

Joint Committee on Metropolitan Area Study,
Municipal Cooperation: A Digest of the Law of New York
Permitting Intergovernmental Service Arrangements
(Albany, 1959).

A dissertation written at the University of Pennsylvania in 1953 by J.J. Carrell tells the story of an astonishing number of interlocal agreements in the Philadelphia metropolitan area. He describes the 756 written, or clearly understood unwritten, compacts between local units among the governments of eight counties in Pennsylvania and New Jersey around the Philadelphia metropolitan area. Of the 686 governments in these eight counties, 64 percent of the cities and towns and 59 percent of the school districts were found to be involved in these agreements. Carrell concludes that interlocal agreement is the most extensively used device for integrating the governments of the Philadelphia area and is the one considered most promising.³¹

Another analysis of cooperation in Pennsylvania is George S. Blair's comprehensive survey of a five-county area. Blair explains the basis for interjurisdictional agreements and tries to discover some of the factors contributing to the use of these agreements. A principal conclusion is that member units of the same watershed tend

State (Albany: Prepared for the Governor's Committee on Home Rule, New York State Department of Audit and Control, 1958).

³¹ J.J. Carrell, Inter-Jurisdictional Agreements as and Integrating Device in Metropolitan Philadelphia (University of Pennsylvania, Philadelphia, 1953).

to cooperate; this is a natural banding together of units belonging to what may be termed the "larger community."³²

One characteristic shared by all of the studies cited thus far is that they tend to be more descriptive than analytical. Although recent studies on interlocal cooperation are still largely descriptive, there is evidence that more attention is being focused on analysis.

Paul Studenski's study of 1930 was the first major analytical work on local problems.³³ The work contains the first comparative description and analysis of interlocal cooperation. In addition to Studenski's work, there are some other studies on the subject which show great analytical depth. Among them are: Edgar Leduc's work on Interlocal Relations in Indiana Counties, Cities, and Towns; Leigh Grosenick's work on The Many Faces of Interlocal Cooperation and John Dye's study on Patterns of Local Intergovernmental Cooperation in Alabama.

With the results of a questionnaire survey involving 160 local governmental units in Indiana and data drawn from other sources, Leduc was able to examine some of the

³² George S. Blair, "Interjurisdictional Agreements in Southeastern Pennsylvania" Horizons (October 1961):67-207.

³³ Paul Studenski, Government of Metropolitan Areas in the United States (New York: National Municipal League, 1930).

elements of voluntary cooperation in Indiana. He found that counties and towns with a high total assessed valuation and a high total population tend to cooperate frequently. This was also true for towns and cities that gained population during the previous census decade. Urban counties and those located in metropolitan areas were also found to have a high level of cooperation.³⁴

This idea of testing for social, economic, environmental and demographic variables that may have some influence on interlocal cooperation was extended by Grosenick. After surveying 158 units of local governments in the Minneapolis-St. Paul metropolitan area, Grosenick arrived at a conclusion that was a direct contrast to the proposition by William, Herman, Liebman and Dye that "intermunicipal cooperation in a metropolitan area is a function of the social and economic distance between communities."³⁵ Grosenick found that interlocal cooperation in the Minneapolis-St. Paul area was a function of a combination of variables including, but not limited to, the

³⁴ Edgar Clarence Leduc, Interlocal Relations in Indiana Counties, Cities, and Towns: Some Characteristics of the Cooperating Units and Officials (Ph.D. dissertation, Indiana University, 1963).

³⁵ Oliver P. Williams, Harold Herman, Charles Liebman, and Thomas Dye, "Differentiation and Cooperation in a Metropolitan Area." Midwest Journal of Political Science, 7 (May, 1963): 145-155.

following: geographical proximity, the nature and extent of the specific problem, communications, administrative domination of the decision-making process, leadership, state and federal grants-in-aid, and community consciousness.³⁶

While Leduc and Grosenick were concerned with interlocal cooperation in Indiana and Minnesota respectively, Dye was interested in uncovering the cooperative relationships between various cities, counties, school districts and special-purpose districts in Alabama. Several important conclusions were derived from Dye's study. For instance, it was found that interlocal cooperation is comingled with the entire process of government in Alabama, and that the development of cooperative arrangements usually has not resulted in the creation of new units of government, at least in the technical sense. Another finding of the study is that political subdivisions recognize and employ interlocal cooperation as a pragmatic device to reduce the pressures of daily operation.

Within the framework of interlocal cooperation in Alabama, the following conclusions can be drawn from the study of local governments. First, it was found that a movement within cooperative arrangements toward formally

³⁶ Leigh Edmund Grosenick, The Many Faces of Interlocal Cooperation: A Test of the Social and Economic Status Theory (Ph.D. dissertation, University of Minnesota, 1968).

structured organizations affects joint efforts to a marked degree. Formally organized structures were found to be particularly noticeable when professional people had a voice in the administrative practices or were part of the process. In terms of finance, two kinds of cooperative activities were found: those financed entirely from local sources and those involving higher levels of government. In each instance the determination of a satisfactory shared-cost formula was of utmost significance. An important finding is that, in some cases, the financial contributions of higher levels of government stimulate or facilitate the establishment of interlocal activities. In other instances, such contributions provide motivation for the expansion of these activities.³⁷

Other works worth mentioning here are a study by the United States Highway Research Board³⁸ and a monograph by Edmund W. Meisenhelder, III and Robert A. Lovelace.³⁹ These two studies examine the legal aspects of interlocal

³⁷ John Adams Dye, Patterns of Local Intergovernmental Cooperation in Alabama (Ph.D. dissertation, University of Alabama, 1963).

³⁸ United States Highway Research Board, "Relations in State Highway Legislation," Special Report Number 49 (Washington, DC: 1949).

³⁹ Edmund W. Meisenhelder, III and Robert A. Lovelace, Law for City-County Cooperation in Tennessee (Knoxville: University of Tennessee Bureau of Public Administration, 1960):56.

cooperation, and unlike several similar studies reviewed, they are more than a mere discussion of existing statutes. The Highway Research Board study includes material and data which allow comparison of the various effects of law on administrative organizations. The study by Meisenhelder and Lovelace, on the other hand, contains a number of interesting conclusions: (1) that state supervision and specific laws authorizing cooperation actually maximize cooperation; (2) that dominant cities tend to assume county-wide functions and later develop cooperation with counties which leads to functional consolidation; (3) that complex and expensive functions are subject to the greatest degree of cooperation; and (4) that the ratio between authorized and actual cooperation is very small.

The above examples clearly indicate that researchers of interlocal cooperation are realizing that there is need for more analytical study on the subject. They are also coming to understand that the success of interlocal activities depends to a large degree on the extent to which the contracting parties understand the variables that facilitate or impede such activities. The question then is: What kind of hypotheses can one derive from the literature review? Although the literature review provides a base for several hypotheses on interlocal cooperation, only those which are relevant to this study will be considered. These are:

1. Jurisdictions with large populations would tend to cooperate more than jurisdictions with small populations (Leduc and Zimmerman's studies).
2. Jurisdictions gaining population would be more involved in interlocal cooperation than jurisdictions losing population (Leduc's study).
3. Metropolitan communities would tend to cooperate more than non-metropolitan communities (Leduc and Birkhead's studies).
4. Wealthy communities would tend to cooperate more than poor ones (Leduc's study).
5. Cities and counties tend to be more involved in interlocal agreement than would towns (National Association of County Official's Study).
6. Jurisdictions with a high proportion of educated people would tend to use interlocal agreement more than would jurisdictions with a low proportion of educated people (National Association of County Official's Study).

While most of the analytical studies have increased our understanding of the relationship between interlocal cooperation on the one hand, and political, economic, social, and demographic variables on the other, similar studies in different research settings are needed, if we are

to make any general statements on the subject. It is hoped that this research project will add to our understanding of interlocal cooperation by providing an examination of Virginia's treatment of the subject. At this point, it is considered appropriate to examine previous studies or reports on interlocal cooperation in the state of Virginia.

INTERLOCAL COOPERATION: THE VIRGINIA CONTEXT⁴⁰

In the 1960s the Virginia Metropolitan Areas Study Commission (MASC) gathered evidence regarding the effects that city-county separation and the annexation process have had on the use of interlocal service agreements in Virginia. Among some of their early findings were: (1) that city-county separation in the state has resulted in fragmentation of local governmental units and powers--a situation which has made interlocal cooperation difficult due to fear that such action may lead to loss of local control over the activities in question; and (2) that counties are quite reluctant to enter into intergovernmental agreements, or to cooperate with cities, since such actions may ultimately contribute to loss of county territory in annexation court.⁴¹ MASC findings were reinforced in the 1970s when the

⁴⁰ This analysis draws heavily from Randsom, "The Use of Interlocal Service Agreements in Virginia," The University of Virginia News Letter, 52 (March 1976):25ff.

Commission on City-County Relationships further documented the adverse effects of city-county separation and the role that interlocal service agreements generally plays in annexation proceedings. The nature of the court-determined annexation proceeding has made counties wary of cooperating formally with contiguous cities. A city may later use such agreements in an annexation case to support arguments that a community of interest exists between the city and the county areas served, as well as to indicate the need for a complete array of urban services in the area proposed for annexation. With this in mind, the commission recommended that "cooperative agreements and joint activities be explicitly removed from consideration in annexation cases, except where localities fail to pursue collaborative efforts in good faith."⁴² Thus, the separation of cities and counties and the process of annexation do have debilitating effects on the use of interlocal service agreements, as authorized by Virginia's constitutional provision (see Table 1 for Virginia's constitutional provisions).

⁴¹ Metropolitan Virginia: A Program For Action, Virginia Metropolitan Areas Study Commission (Richmond, November 1967).

⁴² Virginia General Assembly, "City-County Relationships," Report of the Commission on City-County Relationships Reported to the Governor and General Assembly of Virginia, House Document No. 27, 1975, p. 46.

Agreements Among Virginia Localities

The Division of State Planning and Community Affairs (DSPCA) was created in 1971 collected and compiled data on reported interlocal service agreements. While this information, published in an annual report entitled Local Government Information, may have some shortcomings, the published data do disclose agreements reported by each locality in a number of broad service areas. The following analysis is drawn from these annual reports for the years 1971-1977.

Yearly totals indicate that the reported incidence of interlocal cooperation has more than tripled since 1971--from a total of 488 in 1971 to 1,718 in 1976 (see Table 6). A majority of the increases reported from 1971 through 1976 were in towns and counties, where totals over the six-year period increased by 320 percent and 264 percent respectively. By contrast, the use of interlocal agreements among Virginia cities rose only 173 percent. Overall, the percent of change was highest in 1976, a year in which counties accounted for over 52 percent of the expansion. Moreover, counties and towns were participants in almost 76.5 percent of the reported agreements in 1976. Table 5 also indicates that the number of reported interlocal agreements declined by about 22.9 percent in 1977. All

TABLE 6

REPORTED INTERLOCAL SERVICE AGREEMENT, 1971-1977

Percent of Change From Preceding Year by Type of Locality								
Year of Report	Total	% of Change	% of Cities	% of Change	% of Counties	% of Change	% of Town	% of Change
1971	488	-	148	-	206	-	134	-
1972	642	+31.6	200	+35.1	285	+38.3	157	+17.2
1973	853	+32.9	252	+26.0	308	+8.1	293	+86.6
1974	985	+15.5	226	-10.3	367	+19.2	392	+33.8
1975	NA	NA	NA	NA	NA	NA	NA	NA
1976	1,718	+74.4	404	+78.8	750	+100.5	564	+43.9
1977	1,325	-22.9	305	-24.5	501	-33.2	519	-8.0

Source: Virginia Division of State Planning and Community Affairs,

Local Government Information
(Richmond: 1971-1977).

NA = Not available.

three units of local government (city, county and town) reported a decline in interlocal agreements during this same year. The biggest decline was reported for counties--from 750 cases in 1976 to 501 in 1977. This represents a decline of about 33.2 percent. It is not possible to tell if the 1977 figure is the beginning of a new trend in the history of interlocal cooperation in the state of Virginia since the figures have not been updated since then.⁴³ In fact, one of the research objectives is to update the 1977 information.

Another way of examining the use of interlocal agreements in Virginia is to analyze the incidence of these agreements in metropolitan and nonmetropolitan areas.⁴⁴ Presently, there are eight Standard Metropolitan Statistical Areas (SMSA) in Virginia (see Figure 2), consisting of 22 cities, 26 counties and 29 towns (see Table 7 for the names of municipalities located within the eight SMSA).

⁴³ This information was passed on to me through a telephone conversation with Mr. James Campbell, Management Assistance Supervisor, Office of Local Development Programs, Richmond, Virginia.

⁴⁴ In this analysis, nonmetropolitan areas include all those localities that are not situated in a Virginia SMSA, as delineated by the U.S. Bureau of the Census. Also, only those SMSA localities physically located completely within Virginia have been included.

TABLE 7

VIRGINIA STANDARD METROPOLITAN STATISTICAL AREAS AND THEIR
CORRESPONDING LOCALITIES

CHARLOTTESVILLE SMSA

CITIES: Charlottesville

COUNTIES: Albemarle, Fluvanna, and Greene

TOWNS: Scottsville, Pelmyre, Columbia, & Standardville

LYNCHBURG SMSA

CITIES: Lynchburg

COUNTIES: Amherst, Appomattox, & Campbell

TOWNS: Amherst, Appomattox, Pamplin City, Altavista, &
Brookneal

NEW PORT NEWS-HAMPTON SMSA

CITIES: Hampton, Newport News, Poquoson, & Williamsburg

COUNTIES: Gloucester, James City, and York

NORFOLK-VIRGINIA BEACH-PORTSMOUTH SMSA

CITIES: Chesapeake, Norfolk, Portsmouth, Suffolk, and
Virginia Beach

NORTHERN VIRGINIA AREA

CITIES: Alexandria, Fairfax, Falls Church, Manassas, and
Manassas Park

COUNTIES: Arlington, Fairfax, Loudoun, & Prince William

TOWNS: Clifton, Herndon, Vienna, Middleburg, Round-Hill,
Leesburg, Hamilton, Hillsboro, Lovettsville,
Purcellville, Quantico, Dumfries, Occoquan and
Haymarket

Table 7 (continued)

VIRGINIA STANDARD METROPOLITAN STATISTICAL AREAS AND
THEIR CORRESPONDING LOCALITIES

PETERSBURG-COLONIAL HEIGHTS-HOPEWELL SMSA

CITIES: Colonial Heights, Hopewell, and Petersburg

COUNTIES: Dinwiddie, and Prince George

TOWNS: Mckenney

RICHMOND SMSA

CITIES: Richmond

COUNTIES: Charles City, Chesterfield, Goochland, Hanover,
Henrico, New Kent, and Powhatan

TOWNS: Ashland

ROANOKE SMSA

CITIES: Roanoke, and Salem

COUNTIES: Botetourt, Craig and Roanoke

TOWNS: Fincastle, Buchanan, Troutville, New Castle and
Vinton

Sources: 1) Eleanor G. May and David W. Sheatskey, Consumer Price Indicators for Virginia Metropolitan Areas, 1982 (Tayloe Murphy Institute, University of Virginia, November 1982) p. 1; 2) Virginia Department of Housing and Community Development, Inventory of Selected Local Government Service Programs, 1981 Survey Report.

According to the Advisory Commission on Intergovernmental Relations, nonmetropolitan governmental institutions tend to be ill-equipped to tackle areawide problems, and thus may participate less frequently in intergovernmental agreements than metropolitan governments. This assertion, however, is not confirmed by Virginia's data. As shown in Table 8, the reported interlocal service agreements are more numerous in the state's nonmetropolitan areas than in its metropolitan areas. In 1977, for example, more than 60 percent of all the reported cases of interlocal cooperation in Virginia came from nonmetropolitan areas--following an all-time high of 67 percent in 1976.

Types of Agreements and Service Areas

Some general observations also can be made regarding both the types of agreements used and the various service areas included. Data collection on the types of agreements was not begun until 1972. At that time respondents were asked to identify the type of each reported agreement as either a (1) written agreement, (2) formal contract, (3) parallel enabling ordinance, (4) contribution (to include the exchange of money, equipment, or manpower for services

TABLE 8

REPORTED INTERLOCAL SERVICE AGREEMENTS IN VIRGINIA
METROPOLITAN AND NONMETROPOLITAN AREAS, 1971-1977

Number of Agreements and Percent of Change From Preceding Year				
Year of Report	Metropolitan Areas	% of Change	NonMetropolitan Areas	% of Change
1971	162	-	326	-
1972	206	+27.2	436	+33.7
1973	318	+54.4	535	+22.7
1974	340	+6.9	645	+20.6
1975	NA	NA	NA	NA
1976	561	+65	1,157	+79.4
1977	535	-4.6	790	-32

NA = Not available.

Source: Same as table 3.

rendered), or (5) other. In 1973 the "other" category was changed to read "other informal arrangements."

Although the yearly rate of change among the types of agreements tends to fluctuate, some general overall patterns nevertheless can be discerned. In 1972, written agreements, formal contracts, enabling ordinances and contributions accounted for approximately 90 percent of the reported interlocal service agreement. In 1973 these types of agreements were much less widely used, and by 1977, these four categories represented only 64 percent of the total reported cases of interlocal agreement in the state, after having fallen to an all-time low of 56 percent in 1974. The decline in these four categories was offset by increases in the fifth category. In 1972, this "other" category represented only 2 percent of the reported agreements, but in 1977, 36 percent of all agreements were listed as "other informal arrangements." As one scholar has correctly pointed out, the difficulty here is that the category "other" used in 1972 is not necessarily identical to the category "other informal arrangements" used in succeeding years.⁴⁵ Although the intent is obviously to include here only those agreements that do not by definition fit any of

⁴⁵ Ranson, "The Use of Interlocal Service Agreements in Virginia," The University of Virginia Newsletter, 52 (March 1976): 27.

the other four categories, the broader wording adopted in 1973 may have resulted in a broader interpretation of the category by those officials reporting. Nevertheless, it seems clear that various types of informal agreements are now most widely used by Virginia's localities.

For the purpose of this analysis, the reported service agreements have been grouped into nine functional categories: (1) Administration, (2) Education and Culture, (3) Environment, (4) Health and Welfare, (5) Recreation, (6) Public Safety, (7) Public Work and Utilities, (8) Public Transportation and (9) Other (see Table 9 for the breakdown of each category).

Of these areas, Public Safety, Administration, Health and Welfare, and Public Facilities and Utilities accounted for more than 76 percent of the total number of cooperative undertakings reported in 1977 by Virginia localities.

Public Safety was the major area of cooperation for all the three units of government in 1977, accounting for more than 32 percent of the cases reported by cities, 34 percent of cases reported by counties and 29.1 percent of those reported by towns.

As can be seen from the literature review, most of the writings and studies concerning interlocal cooperation have concentrated on revealing what is actually being done. The

TABLE 9

MAJOR SERVICE AREAS FOR VIRGINIA LOCALITIES

ADMINISTRATION

- Assessment of Property
- Building Code Enforcement
- Data Processing
- Grantsmanship
- Planning (Land Use)
- Purchasing
- Tax Collection
- Zoning and Subdivision Administration

EDUCATION AND CULTURE

- Libraries
- Museums
- Public Schools
- Vocational Schools
- Other School Facilities

ENVIRONMENTAL

- Air Pollution Control
- Erosion Control
- Water Pollution Control
- Flood Control

HEALTH AND WELFARE

- Clinics
- Day Care Centers
- Drug Abuse Control
- General Health Services
- Hospitals
- Mental Health Facilities
- Nursing Home
- Rescue Services
- Senior Citizen Centers
- Welfare Services

PARKS AND RECREATION

- Parks
 - Recreation Facilities
-
-

Table 9 (continued)

MAJOR SERVICE AREAS FOR VIRGINIA LOCALITIES

PUBLIC SAFETY

- Animal Control
- Civil Defense
- Courts
- Criminal Investigation
- Fire Protection
- Jail Facilities
- Juvenile Delinquent Home
- Police Protection
- Radio Communications
- Traffic Control

PUBLIC FACILITIES AND UTILITIES

- Building Maintenance
- Electric Service
- Gas
- Sewer Facilities
- Solid Waste Disposal
- Storm Drainage
- Street Lighting
- Street Construction and Maintenance
- Water

TRANSPORTATION

- Airport Construction/Operation
- Public Transit

OTHER

- Home Extension Service
 - Manpower Services
-
-

Source: Virginia Division of State Planning and Community Affairs, Local Government Information: Survey Report (Richmond, 1971-1977).

studies have provided information on: (1) the extent to which interlocal cooperation is practiced in the United States; (2) the various types of interlocal agreements used; and (3) the major service areas for interlocal cooperation.

The literature, however, provides little information on what might be called the "micro aspects" of interlocal cooperation. By this is meant the administrative processes and structures that have been used to carry out interlocal agreements. Needless to say, without a thorough understanding of these micro aspects, localities may not be able to make the best of their current cooperative efforts.

This dissertation is not only intended to update the information currently in existence on interlocal cooperation in the state of Virginia, but also to describe, analyze, and evaluate the administrative processes and structures of interlocal cooperation and explore the relationship between interlocal cooperation and various political, social, economic and demographic characteristics of the state's political subdivisions.

At this junction, it is considered appropriate to outline the objectives of this study in more detail. And since the study focuses on the state of Virginia, these objectives will be formulated within the context of the state.

RESEARCH OBJECTIVES AND QUESTIONS

The research objectives and corresponding questions upon which this study is based are stated below:

Research ObjectivesResearch Questions

- | | |
|--|--|
| <p>1. To assess the extent to which Virginia localities rely on interlocal agreement in public service delivery.</p> | <p>a) To what extent are Virginia counties jointly providing services with cities, towns or other counties within the state?</p> <p>b) What has been the trend of interlocal cooperation in the state of Virginia since 1971? For example, have there been more or fewer cases of interlocal cooperation over the years and why?</p> |
| <p>2. To determine significant areas of interlocal cooperation in the state of Virginia.</p> | <p>a) In which major service areas are cooperative agreements among local governments used most frequently? For example, are there more reported cases of interlocal cooperation in educational services, or in public safety, and why?</p> <p>b) Have there been any changes over the years with respect to these major areas of cooperation?</p> |
| <p>3. To assess the patterns of interlocal cooperation in the state of Virginia.</p> | <p>a) What are the legal bases for interlocal cooperation in this state?</p> <p>b) What is the nature of the administrative process and design used to implement joint operation in the</p> |

- selected cases? Who reports to whom, how and why? How is the joint operation financed? Is the agreement between parties involved formal or informal, written or unwritten? How are the cost savings and liabilities resulting from the joint effort shared?
- c) Has there been any change in the administrative arrangement over the years, and why?
4. To determine the reason Virginia localities enter into interlocal cooperation.
- a) What reasons are given by the officials of the selected localities for entering into cooperative agreements with other units of local government?
- b) Are their reasons similar to those often given in other studies of interlocal cooperation?
5. To determine the relationship between interlocal cooperation and political/economic/social as well as demographic variables at political subdivisions in the state of Virginia.
- a) What is the relationship between interlocal cooperation and the following characteristics of political subdivisions in Virginia?
- Urban/Rural or metropolitan/non-metropolitan
 - Population size
 - Population growth
 - Wealth (as measured by per Capita income; Median Income-households; and per capita market values of real estate)
 - Form of local government
 - Ethnic composition
 - Geographic proximity between jurisdictions.

Chapter II

RESEARCH DESIGN AND METHODS

The purpose of field research was to update the 1977 information on interlocal cooperation in the State of Virginia, and to examine the process of interlocal cooperation in the state. The field study was conducted in two parts, with the first part consisting of a mail survey covering all cities, counties and towns in the State. There are 41 cities, 95 counties and 189 towns currently existing in the state, for a total sample population of 325. This section of the study was funded in part by the Office of Local Development Programs, Department of Housing and Community Development, Commonwealth of Virginia. This office printed, distributed by mail and collected the questionnaire forms, and then transmitted the returned questionnaires to this author for collation, tabulation, and analysis.

The second part of the field research consists of illustrative examples of interlocal agreement at the county level in the state of Virginia. The decision to focus on counties was based on the author's observation that American county government has not received adequate attention in academic circles, despite the fact that there are more than

3,000 counties in the United States today. The county, until recently, was considered to be one of the poor stepchildren of American politics, a simple subdivision of the State. But more and more, as the territorial limits of American daily life expand, the county is growing into potentially the most useful instrument of local government for dealing with the problems of highly decentralized patterns of settlement and economic activity.

The fact that many Americans today are moving from central cities to nonmetropolitan counties⁴⁶ increases the need for a good understanding of the activities of county government. Among other things, there is a need to know: (1) what county governments in America are doing or not doing; (2) how the activities of county government are organized; (3) what impacts these activities have on millions of Americans; and (4) how these activities can be better organized. The illustrative examples are intended to address some of these issues as they relate to interlocal agreement in the state of Virginia. In sum, two research designs were used: mail survey questionnaires and analysis of illustrative situations.

⁴⁶ See Herbert S. Duncombe, Modern County Government (Washington, D.C.: National Association of Counties, 1977): 1-15.

COLLECTION OF DATA: MAIL SURVEY

The data needed to assess the extent to which political subdivisions in the State of Virginia are participating in interlocal cooperation were gathered through a mail survey of all cities, counties and towns in the state. The survey process covered a five-month period from January 1, through May 31, 1983.

The first step in the data collection process was to develop a survey questionnaire. Work on the survey instrument began in January 1983, and the final product can be described best as a modification of the questionnaire used in the 1977 survey. Officials of five state agencies in Virginia who had demonstrated a strong research background in the area of local government⁴⁷ were asked to assist in revising the questionnaire. Each official was sent a copy of the questionnaire used in 1977, along with a letter explaining the intention to update the 1977 information on interlocal cooperation in the state, and asking them to comment and make suggestions as to the

⁴⁷ The five officials were Ms. Jennifer Lantrip, Assistant Director for Development, Virginia Commonwealth University; Mr. R. Michael Amyx, Executive Director, Virginia Municipal League; Mr. George R. Long, Executive Director, Virginia Association of Counties; Mr. M.H. Wilkinson, Executive Director, Commission on Local Government in Virginia; and Dr. John A. Norton, Director, Institute of Government, University of Virginia. The first three persons responded to the request, while the last two did not.

content and format of the questionnaire. A new survey instrument was developed which takes into account the suggestions of these officials, as well as comments from other sources⁴⁸ (see Appendix A).

Unlike the 1977 survey instrument, the new questionnaire contains the following clarifying features:

1. A return address and a date by which the response is due.
2. Questions designed to seek information on why local governments in the state entered, or are reluctant to enter, into interlocal agreements (see items 4 and 5, Appendix A).
3. Examples of what constitutes an organization formed for the purpose of providing public services (see item 6, Appendix A).
4. Examples or instances of interlocal cooperation (see item 7, Appendix A).

In short, the instructions and illustrations contained in the new questionnaire are clearer, so the possibility for misunderstanding on the part of those persons completing the questionnaires is minimized.

⁴⁸ Professor John Dickey of Virginia Tech also offered some valuable comments.

Although the questionnaire is self-explanatory, some of its terms and phrases have been specifically defined. This is especially important for differentiating the various forms of local government and categories of interlocal agreement. The assumption here is that those wishing to use this survey instrument in the future would find such definitions helpful.

FORMS OF LOCAL GOVERNMENT

The forms of local government addressed by the questionnaire are those authorized by Virginia law. These are described below in brief.

Cities

Council-Manager Form: Under the council-manager form, both legislative and executive powers of a city are vested in a council whose members are elected by the city's qualified voters. The council, in turn, delegates authority to an appointed manager, who performs the executive functions.

Mayor-Council Form: Under the mayor-council form, legislative authority is vested in an elected council while the executive power is placed in the hands of a popularly elected mayor.

Modified Commission Plan: The modified commission form of government is most appropriate for cities. Under this plan, the legislative, executive and administrative powers of a city are exercised by a council consisting of three or five members elected by popular vote.

Counties

The Traditional Form: Under the traditional form each county is governed by a board of supervisors elected on a "one-man, one-vote" basis from magisterial or election districts, or from a multimember election district comprised of the whole county. The board of supervisors performs both legislative and administrative functions. Discretion as to the appointment of a county administrator is left to the board of supervisors without a referendum.

The County Board Form: The county board form of government is characterized by the fact that none of the county's popularly elected officials is directly involved in its operation as they are in the county manager and county executive plans.

The County Executive Form: The county executive form provides explicitly for a departmental organization, administrative offices, and agencies of the county.

The County Manager Form: The county manager form of government is quite similar to the county executive form, with a major difference expressed in the appointive powers of the board of county supervisors and the county managers. Under the county managers form, the board of supervisors appoints members to the school board, welfare board, and real estate assessment board.

Urban County Forms: The urban county form of government is similar to the county executive form. Its major innovation is in granting the board of county supervisors the authority to change completely the nature of the administration of sanitary services by merging, consolidating, or abolishing certain individual sanitary districts.

Towns

Town Manager Plan: Under the town manager plan, the legislative power of a town is vested in a council whose members are elected by the qualified voters of the town. Administrative and executive powers, including the power of appointment and removal of town officials, are entrusted to a town manager appointed by the council.

General Councilmanic Plan: Every town using the general councilmanic plan is governed by a council composed of a

mayor and several council members who are elected at large. The total number of members depends upon the population of the town. A town adopting this form of government may, if it chooses, also employ a town manager to handle administrative tasks as prescribed by the council.

CATEGORIZATION OF INTERLOCAL AGREEMENT

It was pointed out in Chapter One that there are three legal bases for interlocal cooperation in the state. But regardless of the legal basis, the more immediate question is the manner in which local jurisdictions proceed to cooperate. Given this immediate concern, the responses were divided into six categories: (1) written agreements; (2) contracts; (3) parallel ordinances or resolutions; (4) contributions of cash and/or other resources; (5) unwritten, informal agreements; and (6) other arrangements.

Written Agreement: In this study, a written agreement is said to exist when two or more independent units of local government have agreed in writing to pool their resources for the sole purpose of providing a particular kind of public service or services to their residents. Under this type of agreement, the participating governments collectively determine the policies that will govern the performance of a particular function, and share in the rewards that may accrue from their cooperative effort.

Written Contract: For the purpose of this study, a written contract refers to a written document detailing the purchase agreement under which one or more units of local government will buy services or facilities from another unit of local government which is able and authorized to provide such services for sale. Written contract is, therefore, a simply buying and selling arrangement.

Parallel Ordinance: The parallel ordinance form of interlocal agreement defines an activity in which the participants take independent action to accomplish common goals. As pointed out by Leigh E. Grosencik,⁴⁹ this form of cooperation is best illustrated by dividing it into two categories: policy and service agreements. Policy actions include the passage of common ordinances, resolutions, and rules which facilitate administration of a function or create uniform regulations for governmental activities. Examples are common building codes, inspection rules, traffic laws and employment conditions. Communities agree to abide by these common rules, independently administering the regulations. Service-oriented parallel ordinances

⁴⁹ Leigh E. Grosencik, "The Many Faces of Interlocal Cooperation: A Test of the Social and Economic Status Theory (Ph.D. dissertation, The University of Minnesota, 1968), pp. 155-156.

pursue the same objective of achieving a common governmental goal on an independent basis. Maintenance of street, law enforcement, and construction of sewage facilities are examples of this kind of activity. Usually the units share a common problem, such as a boundary street which needs maintenance or patrolling. The participating units divide responsibility for the particular service but each agrees to perform its task in prescribed ways.

Contribution of Cash/Resources: Contribution as used in the questionnaire denotes a cooperative agreement in which one or more units of local government agree formally or informally to contribute money, equipment, employees' time or other resources in exchange for services rendered by one or more other units of local government.

Unwritten/Informal Arrangement: This last category of agreement includes all other unwritten but mutually understood, cooperative agreements. This "other" category denotes any cooperative arrangement which cannot be properly classified under any of the other four categories described above.

After developing the new questionnaire, the second step in the data collection process was to mail copies of it to the study population. The mailing of the questionnaire was

done and paid for by the Office of Local Development Programs, Commonwealth of Virginia, under the supervision of Mr. James D. Campbell. The first mailing of the questionnaire was made on April 8, 1983. The questionnaires were sent to all cities, counties and towns in the State of Virginia. As indicated earlier, this included 41 cities, 95 counties, and 189 towns, for a total of 325 local governmental units. The questionnaires were directed to the chief administrative officer of each of these governmental units. In other words, they were directed to city managers, county administrators or county clerks in counties without administrators, and to town managers or clerks in towns without managers.

Each of the questionnaires sent was accompanied by a letter signed by Mr. O. Gene Dishner, the Director of the Department of Housing and Community Development, Commonwealth of Virginia. This letter informed local officials about the Department's statutory obligation to collect the type of information requested by the questionnaire (see Appendix A for a copy of the letter). This strategy was used to ensure maximum response from the local officials.

On April 25, written reminders were sent to the Chief Administrative Officers of 225 local governments in the

state. By April 30, 139 or 42.8 percent of the questionnaires had been completed and returned. Of these 16 were from cities, 49 from counties and 74 from towns. A further breakdown of the returned questionnaires by governmental units shows that 39 percent of all the questionnaires mailed to cities were returned on or before April 30; the corresponding figure for counties and towns was 51.6 and 39.2 percent respectively.

To further increase the rate of return, follow-up phone calls were made between May 10 and May 12 to 10 cities and 30 counties which had not responded. By May 31, 1983,⁵⁰ an additional 66 completed questionnaires had been received. Of these, 13 were from cities, 21 from counties, and 32 from towns. This brought the total number of returned questionnaires to 205. This figure represent a return rate of 63.1 percent, which, by most standards, is a very good response for a mail survey.⁵¹ This return rate is even more impressive given the fact that officials in more than 70 percent of Virginia's cities and counties, the major governmental units in the state, completed and returned

⁵⁰ This was the cut-off date to return the completed questionnaire.

⁵¹ The return rate for mail-survey questionnaires usually varies from about 10 to 50 percent. See Claire Selltiz, Lawrence S. Wrightsman, and Stuart W. Cook, Research Methods in Social Relations 3rd Edition (New York: Holt, Rinehart and Winston, 1976):297.

their questionnaires. Therefore, it is this author's opinion that the return rate of this questionnaire is sufficiently high for sound conclusions to be drawn from the data. A breakdown of the returned questionnaires by governmental unit is presented in Table 10. As shown in the table, of the 205 completed questionnaires received, 29 were from cities, 70 from counties, and 106 from towns.

The next step in the data collection process determined the relationship between participation in interlocal agreement in the state of Virginia and such variables as population size, population change, per capita income, median household income, market values of real estate, etc. Data on these variables were acquired from the Tayloe Murphy Institute at the University of Virginia in Charlottesville.

LIMITATIONS OF THE MAIL SURVEY INSTRUMENT

Several issues have been raised with regard to the use of mail questionnaires in social science research. Among them are questions concerning:

1. The frankness of the answers given by respondents.
2. The ability of respondents to read and understand the questions contained in the questionnaire, as well as their ability to write the answers clearly.

TABLE 10
BREAKDOWN OF RETURNED QUESTIONNAIRES

Unit of Government	No. of Returned Questionnaires	Total Returned Questionnaires
Cities	29	14.20
Counties	70	34.10
Towns	106	57.70
Total	205	100.00

3. The knowledge of the respondent on the subject matter.
4. The thoroughness of the information obtained, since it is limited to the written responses of subjects to prearranged questions.⁵²

In addition to these general limitations, the survey instrument used in this study has its own particular drawbacks. The information obtained with this questionnaire may underestimate or overestimate the extent to which Virginia localities are participating in interlocal cooperation. To illustrate, a local governmental unit may be involved in more than one instance of interlocal cooperation in a functional area (i.e., police protection). The unit may have, for example, joint budgeting, joint patrolling, and joint police training, but because of the design and instructions of the questionnaire, may report all of these instances of cooperation as one. Thus, the number of cases of interlocal cooperation that actually exist in that governmental unit may be undercounted. Similarly, a police department in one local unit may compete with the police department of another unit in virtually all but one area of police activity, and yet may report that interlocal

⁵² See for example, William J. Goode and Paul K. Hatt, Methods in Social Research (New York: McGraw-Hill Book Company, Inc., 1952) pp. 170-183.

cooperation in police services does exist on the basis of that one instance alone.

These limitations indicate, then, that the survey instrument used in this study may not provide readers with a "complete" picture of interlocal cooperation in the State of Virginia. A questionnaire that would fully measure the extent to which Virginia localities are participating in interlocal cooperation would probably be lengthy, complicated and difficult to complete. Experience has shown that such a questionnaire usually has a very low return rate, which makes it difficult to base any generalized conclusions on the data obtained with the questionnaire.

Despite its limitations, however, the questionnaire used in this study is very appropriate. Its content and instructions are clear and straightforward and its structure is simple. It also maintains the continuity of the existing data base on interlocal cooperation in the state. And finally, it is short, yet it requests enough information to provide a general idea of what is happening in Virginia with respect to interlocal cooperation.

DATA COLLECTION: ILLUSTRATIVE COOPERATIVE EFFORTS

A problem encountered early in preparing the case studies was how to select counties and functional areas to investigate. Obviously, all 95 counties in Virginia and all of the 48 functions performed by these counties could not be examined. After a lengthy deliberation, it was decided to study at least one metropolitan and one non-metropolitan county, for a minimum of two counties.

Two metropolitan counties (Roanoke and Fairfax) and two nonmetropolitan counties (Montgomery and Pulaski) actually were chosen for a preliminary study. The purposes of the preliminary study were to assess what each of the counties has been doing in the area of interlocal cooperation, and to explore the possibility of conducting in-depth studies of specific cases of interlocal cooperation in the counties. Roanoke, Montgomery and Pulaski Counties were chosen because of their proximity to Blacksburg while Fairfax County was selected because it reported the highest number of interlocal agreements among Virginia's counties in 1977.

In order to gain the cooperation from the officials of the selected counties, a special approach was adopted. The Director of the Department of Housing and Community Development, Commonwealth of Virginia was asked to write an introductory letter to the Chief administrative officer in

each of the counties, informing them about the nature of the study, its purposes and benefits and introducing them to the investigator (see Appendix B for a sample of the letter). The letters were followed by phone calls from the investigator to each of the chief administrative officers. The purpose of these initial calls was to arrange appointments for what may be described as "exploratory" interviews. These interviews were designed to gather information on: (1) how the Chief administrative officers of the selected counties feel about interlocal cooperation in general and in their own counties specifically; and (2) the extent to which each county is engaged in interlocal cooperation. Among the questions asked in these exploratory interviews were the following:

1. How do you feel about interlocal cooperation in general and in your county in particular?
2. Given your experience or exposure to interlocal cooperation, what type of advice can you give to those jurisdictions wanting to engage in cooperative endeavors?
3. What specific cases of interlocal cooperation in your county will you recommend for in-depth case studies, and why?

Following the exploratory interviews, two instances of interlocal cooperation were selected from each of the counties to receive in-depth study. These are:

1. The I-95 Resource Recovery Agreement in Fairfax County.
2. The Washington Metropolitan Water Supply Task Force Agreement in Fairfax County.
3. The Roanoke Valley Regional Landfill Agreement in Roanoke County.
4. The Roanoke County-Salem Jail Agreement in Roanoke County.
5. The Consolidation Agreement in Pulaski County.
6. The Peppers Ferry Regional Waste Water Treatment Agreement in Pulaski County.
7. The New River Valley Juvenile Detention Home in Montgomery County.
8. The Montgomery-Floyd County Regional Library Agreement in Montgomery County.

The decision to examine these particular cases was largely dependent on the recommendations of the four county administrators.

In order to enhance cooperation from the directors of these eight projects, the county administrators were asked to inform the directors about the research project and to

appeal to them for maximum cooperation. After this was done, the investigator called each of the program directors and set up an appointment for an interview with them focusing on the project under investigation. The interviews were designed to obtain information on four aspects of the cooperative endeavors being examined. These four aspects are:

1. The historical background of the particular project being studied.
2. The legal basis for the joint undertaking.
3. The financial aspects of the joint operation.
4. The purpose and administrative structure of the project.

The directors were also asked for the name, address, and phone number of any former employee or outside consultant who might be knowledgeable in the specific case being investigated. These persons were contacted and they proved to be especially helpful in providing background information on the cases. Most of the joint endeavors were initiated ten or more years ago, and many of the people now working with them know little about how they began. This is especially true in the case of the Montgomery-Floyd County Library, where most of the background information was obtained from a former employee/official.

After the first personal interview with the program directors, the investigator spent seven weeks reviewing the various documents associated with each of the programs. These documents included financial statements; minutes of all the meetings held on a project prior to and after its establishment; old newspaper articles describing the cooperative endeavor; pamphlets; books containing the findings of studies which were done to determine the feasibility of the joint operation; and, of course, the Virginia Code. Following review of these documents, a decision was made to conduct in-depth studies only in Roanoke, and Montgomery Counties, and to focus on only four examples of interlocal cooperation, two from each county. The four cases which were selected are:

1. The New River Valley Juvenile Detention Home
2. The Montgomery-Floyd Regional Library
3. The Roanoke Valley Regional Landfill
4. The Roanoke County-Salem Jail.

These choices were made with consideration of the following factors:

1. One of the counties is located in a metropolitan area, the other in a nonmetropolitan area.
2. Both of the counties are located near Blacksburg.
3. The projects to be studied were already in operation.

4. Information on all four cases was readily available and the directors were willing to cooperate in the study.

Although the illustrative examples were drawn from counties in the Southwest portion of the state, it is this author's opinion that the process of joint administration of services revealed in the examples will not differ significantly from the ones in the other parts of the state. This assertion is based on the information revealed by the state-wide survey.

Of the 1,919 instances of participation in interlocal cooperation reported in the state, only 190, or 9 percent involve joint administration of services by two or more jurisdictions. The survey also reveals that most of the interlocal activities involving joint administration of services in the state were reported by rural and semi-urban counties. Large urban counties in the state are involved mostly in the contract form of cooperation. Fairfax County, for example, which is the largest and most urbanized county in the state, reported 32 instances of participation in interlocal cooperation--the largest number of cases reported by any single jurisdiction in the state. Of these 32, only two involved joint administration of services and these two were not selected for study because of their complexity. A

thorough analysis of such complicated arrangements would require a great deal of time and money. For example, the Washington Metropolitan Water Supply Task Force Agreement involves the federal government, two state governments (Virginia and Maryland), two local governments (Fairfax County in Virginia and Montgomery County in Maryland), the District of Columbia, and a public corporation. Similarly, the Washington Metropolitan Area Metro-System Agreement which involves Montgomery County in Maryland, Fairfax County in Virginia and the District of Columbia. Each of these cases is sufficiently complex to serve by itself as a dissertation topic. The point I wish to emphasize here is that additional examples from large urban counties in the state will not significantly change the process of joint administration of services revealed by instances of interlocal cooperation drawn from Roanoke and Montgomery County. In short, there is nothing in the survey data, and the preliminary examination of Northern Virginia areas which suggest that the process of joint administration of services revealed by the examples drawn from Southwest Virginia could be geographically biased.

Two interesting examples of interlocal cooperation in Pulaski County were considered in the preliminary examination but for various reasons excluded. One such case

was the ongoing Consolidation Agreement involving the Town of Dublin, and Town of Pulaski, and Pulaski County. Because the consolidation agreement had not been ratified by all the jurisdictions involved, it was deemed inappropriate for further study. The Peppers Ferry Regional Water Treatment Agreement, also involving the Towns of Dublin and Pulaski and Pulaski County were excluded because information necessary to conduct an in-depth study was unavailable.

After reviewing the available documents concerning the selected examples, specific questions were derived to solicit more information on those issues which were not clearly explained in the documents. A second personal interview was held with the director of each of the selected projects. Also, telephone or personal interviews were conducted with various outside consultants. The questions which were asked varied somewhat from project to project depending upon what aspects of the cooperative undertaking were not clearly explained in project documents. A total of 18 individuals had been interviewed, from one to four hours. (See Table 11 for the names and titles of these individuals, as well as for the dates of the interviews). The interviews were generally open-ended, although they centered around for major topics:

TABLE 11

LIST OF OFFICIALS INTERVIEWED DURING THE CASE STUDIES

Names of Officials	Titles of Officials	Dates Interviewed
Donald Flander	Roanoke County Admin.	April 5, 1983
O.S. Foster	Roanoke County Sheriff	April 14, 1983
Douglas L. Woodson	Director, Roanoke Valley Regional Landfill	April 8 and 28, 1983
Donald Meador	Chief Corrections Off. Roanoke County-Salem Jail	April 28, 1983
John Chamblis	Director of Finance, Roanoke County	January 20, 1983
*Robert Fry	VVCR, Inc. Roanoke	April 27, 1983
J. Hamilton Lambert	County Executive, Fairfax County	March 24, 1983
Verdig L. Haywood	Deputy County Exec., Fairfax County	March 24, 1983
William B. Rucker	Deputy Director/Legal Coordinator, Fairfax	March 24, 1983
Veril Tielkemeier	Director of Public Works, Fairfax County	April 12, 1983
Sidney Clower	County Administrator, Pulaski County	March 16, 1983
Robert Love	Chairman, Peppers Ferry Regional Waste Water Treatment Authority	April 20, 1983
*Bill Kreye	Oliver, Inc.	March 23, 1983
Benty S. Thomas	Montgomery County Adm.	March 18, 1983
Kathryn I. Martens	Director, Montgomery- Floyd Regional Library	March 22, April 27, and June 3, 1983
Giles M. Lambert	Director, New River Valley Juvenile Detention Home	March 21, April 5 and 26, 1983
*Ron Belay	Former Chief Correction Officer, Pulaski Juvenile Detention Home	April 18, 1983
*Frances Parson	Former member, Montgo- mery County Library Board of Trustees	May 3, 1983

*Persons formerly, but no longer, associated with the selected projects.

1. Historical background
2. Legal basis
3. Financial aspects
4. Purpose and administrative structure of the selected projects.

PREPARATION OF DATA FOR ANALYSIS

After the deadline for return, all the questionnaires received were checked to be sure that the questions were answered properly. Some were edited where misinterpretation of the questions was obvious and the chief administrative officers of 13 towns were called to clarify some answers.

Next, a comprehensive table of interlocal cooperation in the State of Virginia was compiled (see Appendix C) which shows instances of participation in cooperative arrangement among Virginia localities. It does not show the number of distinguishable interlocal arrangements in the state. The difference between instances of interlocal cooperation and number of cooperative arrangements can be illustrated with the following hypothetical case:

County A signed a cooperative agreement with Counties B and C in the functional area of solid waste disposal.

In this example, there are three instances of participation in interlocal cooperation, because there are three jurisdictions involved. But there is only one cooperative arrangement involving three jurisdictions in one functional area. Thus, to obtain the total number of interlocal cooperative arrangements reported in this study, the completed questionnaires were cross-checked to make sure that each cooperative arrangement was counted only one time.

In addition to the comprehensive table displaying cases of participation in interlocal agreement in the state, other tables concerning other aspects of local government in Virginia were compiled from the returned questionnaires. These include (1) forms of government of counties and towns in Virginia, (2) characteristics of special districts reported in the survey, (3) reasons for entering into interlocal agreement by government units, and (4) reasons for reluctance to enter into interlocal cooperation by governmental unit (see Chapter Three).

The final task in the data preparation process was data coding, in which each of the returned questionnaires was given a numerical code number, beginning with 001.

As might be recalled, one of the objectives of this study is to assess the relationships between certain characteristics of cities, counties, and towns in the State

of Virginia and the degree of participation by each in interlocal cooperation. In order to carry out the statistical tests required to assess these relationships, data concerning various characteristics of local governments in the state had to be assembled and coded. These characteristics include:

1. Population size (based on 1980 population figures)
2. Population change (between 1970 and 1980)
3. Per capita income (1979 data)
4. Median income for households (1979 data)
5. Per capita fair market values of real estate in 1980, (including land, buildings and improvements).
6. Education as measured by percentage of persons aged 25 and older who had completed one or more years of college by 1980
7. Type of governmental unit
8. Metropolitan or nonmetropolitan location.

As part of the coding process, local jurisdictions in the state were divided and categorized by characteristics and coded by category. For example, in preparing the data on population size, localities were divided into six categories according to their population, and a code number ranging from 1 to 6 was assigned to each of the categories. Table 12 indicates the various categories under each of the eight characteristics and their corresponding code numbers.

TABLE 12

CATEGORIZATION AND CODING OF SOME CHARACTERISTICS OF CITIES,
COUNTIES AND TOWNS IN VIRGINIA

<u>Characteristics</u>	<u>Code #</u>	<u>Categories</u>
Population Size (1980):	(1)	100 - 4,999
	(2)	5,000 - 9,999
	(3)	10,000 - 24,999
	(4)	25,000 - 49,999
	(5)	50,000 - 99,999
	(6)	100,000 and over
Population Change (1970-1980):	(1)	Gain
	(2)	Loss
Per Capita Income (1979):	(1)	Below state average (7,477 and under)
	(2)	State average and above (7,478 and over)
Median Income- Households (1979):	(1)	Below state average (17,114 and under)
	(2)	State average and above (17,115 and over)
Per Capita Fair Market Values Real Estate(1980):	(1)	500 - 9,999
	(2)	10,000 - 19,999
	(3)	20,000 - 29,999
	(4)	30,000 - 39,999
	(5)	40,000 and over
Education: Percentage of Persons 25 years old and over with one or more years of college educa- tion in 1980:	(1)	25 percent and over
	(2)	20 - 24 percent
	(3)	15 - 19 percent
	(4)	10 - 14 percent
	(5)	5 - 9 percent
	(6)	4 percent and under
Type of Governmental Unit:	(1)	City
	(2)	County

TABLE 12 (continued)

Type of Governmental Unit: (3)	Town
Location: (1)	Metropolitan
(2)	Nonmetropolitan

Preparation of data derived from the four examples of interlocal cooperation was relatively easy, since all that was required was proper filing of the information collected. For each case, four different files were maintained containing background information and information on the legal bans, financial aspects and the administrative structure of the joint endeavor.

STATISTICAL ANALYSIS

To assess the relationship between the eight characteristics listed above and the extent of interlocal cooperation in the State of Virginia, three groups of statistical test were carried out.

In the first group, eight tests were performed and in each of the tests, reported cases of participation in interlocal agreement was treated as dependent variable. The second group involves three tests. In two of the tests, form of agreement most used by Virginia localities was used as dependent variable, while in the third test, functional area with most reported cases of interlocal agreement was treated as dependent variable. The third group of test was directed at assessing how much of the dependent variable (participating in interlocal agreement in the State of Virginia) can be explained by all or combinations of the

interval level independent variables considered in this study. Included as interval level variables are: per capita market values of real estate, population size, population change, location, education, per capita income, and median income for households.

The tests were directed at confirming or disproving the six hypotheses stated in Chapter One. The purpose here is to determine the extent to which the various findings in other parts of the country applied to the state of Virginia. The hypotheses are:

1. That jurisdictions with large populations would tend to cooperate more than jurisdictions with small populations.
2. That jurisdictions gaining population would be more involved in interlocal cooperation than jurisdictions losing population.
3. That jurisdictions with a high proportion of educated people would more likely be familiar with the advantage of interlocal cooperation as a public management technique (at least at the theoretical level) and hence would tend to use it more than would jurisdictions with a low proportion of educated people.

4. That since cities and counties are the major forms of local government in Virginia, they would tend to be proportionally more involved in interlocal agreement than would towns.
5. That metropolitan communities would tend to cooperate more than nonmetropolitan communities.
6. That wealthy communities would tend to cooperate more than poor ones.

Additionally, the tests also provided information on other aspects of interlocal cooperation (e.g., the functional areas with the most reported cases of cooperation; the forms of interlocal agreement most used by each of the three local governmental units under investigation, etc.).

The statistics used in the first and second groups of test were Phi coefficient⁵³ for nominal level data and Pearson R for interval level data. Unlike Chi square which only tells whether or not there is a relationship between variables, Phi coefficient goes a step further to measure

⁵³ Phi coefficient is applicable when two distributions correlated are genuinely dichotomous. This coefficient is designed for "point distributions" which implies that the two classes have two point values or merely represent some unmeasurable attribute. It should be pointed out that Phi coefficient has certain limitations. While phi can vary from -1.0 to +1.0, only under certain conditions can phi be as large as either of these extremes. Thus, it has the tendency to underestimate the relationship between variables.

the strength of the relationship. Although Fisher's exact probability test is also appropriate for nominal analysis, it was not selected because the sample size is greater than thirty, the upper limit for the Fisher test.

To test the combined effect of the independent variables on interlocal cooperation in the state, multiple regression was used. This technique was especially appropriate in this case because it allows researchers to examine the relationship between a particular set of independent variables and a dependent variable, when other independent variables are controlled. Multiple regression analysis determines how much of a change in a dependent variable can be attributed to, or be explained by, the independent variable.

Chapter III

SURVEY RESULTS AND DISCUSSION

FORMS OF GOVERNMENT USE BY VIRGINIA LOCALITIES

All of the 29 cities which responded to the questionnaire practice the council-manager form of government.

An overwhelming majority--55, or over 78 percent of the responding counties--have the traditional form of government with a county administrator. Three use the traditional form without a county administrator; six, the county board plan; three, the county executive plan; and one each, the county manager form, urban county executive form, and county manager plan (see Table 13).

Ten of the 106 towns which responded to the questionnaire reported having the town manager form of government; 66 have the councilmanic form with a mayor/town manager; 13 practice the councilmanic form with a separate town manager; and 17 reported using other forms of government authorized by the state charter (see Table 14).

TABLE 13

FORMS OF GOVERNMENT USED BY VIRGINIA COUNTIES

Form of Government	No. of Jurisdictions Reporting	% of Jurisdictions Reporting
Traditional with County Administrator	55	78.6
Traditional without County Administrator	3	4.3
County Board	6	8.6
County Executive	3	4.3
County Manager Form	1	1.4
Urban County Executive	1	1.4
County Manager Plan	1	1.4
Total	70	100.0

TABLE 14

FORMS OF GOVERNMENT USED BY VIRGINIA TOWNS

Form of Government	No. of Jurisdictions Reporting	% of Jurisdictions Reporting
Town Manager	10	9.4
Councilmanic with Mayor/ Town Manager	66	62.3
Councilmanic with Separate Town Manager	13	12.3
Other authorized by charter	17	16.0
Total	106	100.0

INTERLOCAL COOPERATION

Of the 205 local jurisdictions that responded to the questionnaire, thirteen towns and one county indicated having no cooperative agreement. Therefore, the information presented in this chapter is based on the responses of the 191 local jurisdictions in the state which did indicate that they have established some form of interlocal agreement.

A total of 1,259 instances of cooperation were reported by the 191 localities. Of these, 856, or 68 percent, are between counties and towns; and 300, or 24 percent, are between cities and counties. Only 76, or about 6 percent of the reported instances of cooperation, are between governments of the same unit (e.g., between cities and cities or counties and counties). The remaining 27 cases, or 2 percent are between cities and towns.

At this point, it is appropriate to point out that 23 of Virginia's counties do not have towns. As a result, one can speculate that the instances of cooperation between counties and towns reported in the study could have been even greater had there been towns in the 23 counties. At the same time, the fact that these counties do not have towns tends to increase the number of cooperation between county and county and/or between county and city. For example, of the 17 counties without towns which responded to

the questionnaire, all of them reported having cooperative agreement of one kind or another with other counties. Four reported having cooperative agreements with cities, and none reported having any form of agreement with towns.

The Comprehensive Table of Interlocal Agreement presented in Appendix C shows 1,919 instances of participation in cooperative agreements for the purpose of providing a public service.⁵⁴ This is an increase of about 46 percent over the 1977 figure of 1,315, or a yearly increase of approximately 7.7 percent during the six-year period. Of the 1,919 cases reported, 325 or 16.9 percent involve cities, 787 or 41 percent involve counties, and 807 or 42.1 percent involve towns. When these figures are compared with those from 1977 (see Table 3), it becomes obvious that a majority of the increases reported between 1977 and 1983 were in towns and counties, where the total over the six-year period increased by 57 percent for towns and 55 percent for counties. In contrast, the use of interlocal agreements among Virginia cities rose only 6.5 percent.

As pointed out earlier, another way to examine the use of interlocal agreements in Virginia is to analyze the incidence of these agreements in metropolitan and non-

⁵⁴ Readers are strongly advised to examine the table in Appendix C.

metropolitan areas. Of the 77 metropolitan localities in the state, 55 or 71 percent responded to the questionnaire. These communities accounted for 576, or only 30 percent of the total cases of participation in interlocal agreement reported in the survey. What this means, then, is that about 70 percent of the total number of instances of participation in interlocal cooperation reported by Virginia localities in 1983 came from non-metropolitan areas. This is the highest percentage reported since 1971 when the state began to keep records on interlocal agreement. It can reasonably be said from this finding that non-metropolitan communities in Virginia are now more actively involved in interlocal cooperation than ever before.

FORMS OF AGREEMENT AND SERVICE AREAS

An examination of the completed questionnaires reveals that written agreements and contracts, unwritten/informal arrangements and contributions of cash and/or other resources are the three most widely used forms of interlocal agreement in Virginia. These three forms of agreement accounted for over 77.9 percent of the total reported cases of participation in interlocal cooperation in the State. Table 15 summarizes the number of reported instances of participation in interlocal cooperation according to the

form of agreement used. As shown in this table, written agreement and contract are the most widely used forms, accounting for 695, or 36.2 percent of the total instances of participation in interlocal agreement reported in the survey. Of this number, 190 involve joint administration of services by two or more jurisdictions, while the remaining 405 instances involve interlocal contract.

The second most widely used form of agreement in the state is the unwritten/informal arrangement. This form of agreement accounted for 480, or 25.0 percent of the total cases of participation in interlocal cooperation reported in the survey.

The least widely used form of agreement is the parallel ordinance or resolution. As shown in Table 13, this form of agreement accounted for only 8.4 percent of the cases of participation in interlocal cooperation reported by Virginia jurisdictions.

As was the case in 1977, public safety is the major area of cooperation for all three units of government in the 1983 survey. This functional area alone accounted for more than 28 percent of the cases reported by cities, 24 percent of the cases reported by counties, and 32 percent of those reported by towns. When compared with the 1977 figures, however, the reported cases of interlocal cooperation in the

TABLE 15

NUMBER OF REPORTED INSTANCES OF PARTICIPATION IN INTERLOCAL
COOPERATION BY FORM OF AGREEMENT USED

Form of Government	No. of Times Used	% of Total Participation in Cooperation
Written Agreements and Contracts	695	36.2
Parallel Ordinances or Resolutions	162	8.4
Contributions of Cash and/or Resources	321	16.7
Unwritten/Informal Arrangements	480	25.0
Other Arrangements	261	13.6
Total	1,919	100.0

functional area of public safety in 1983 shows a decline of 4 percent for cities, 10 percent for counties, and an increase of 3 percent for towns. Public safety, administration, health and welfare, and education and culture together accounted for over 75 percent of the total instances of participation in interlocal agreement reported by Virginia local governments in 1983.

Table 16 breaks down the instances of participation in interlocal agreement by functional areas and by governmental units.

As shown in this Table, counties reported more cases of cooperation in the areas of education and culture, health and welfare, transportation and in the category of other services than did any of the other governmental units. Towns, on the other hand, reported more cooperation in the areas of administration, parks and recreation, public safety, and public facilities and utilities.

One of the questions included in the survey was designed to yield information on why local governments in the state enter into interlocal agreements. Of the 29 cities, 60 counties, and 78 towns which responded to this question, 26, or 89 percent of the cities; 44, or 73 percent of the counties; and 56, or 71 percent of the towns indicated that their major reason for entering into interlocal agreement

TABLE 16

INSTANCES OF PARTICIPATION IN INTERLOCAL AGREEMENT BY
FUNCTIONAL AREAS AND BY GOVERNMENTAL UNITS IN VIRGINIA

Functional Areas	Governmental Units			Total
	Cities	Counties	Towns	
Administration				
- Assessment of Property	1	22	65	
- Building Code Enforcement	2	30	58	
- Data Processing	3	8	11	
- Grantsmanship	0	10	6	
- Land Use Planning	0	13	11	
- Purchasing	2	8	5	
- Tax Collection	0	3	13	
- Zoning and Subdivision Administration	1	9	14	
Total Administration	9	103	183	295
Education and Culture				
- Libraries	20	53	43	
- Museums	1	4	6	
- Public Schools	6	21	20	
- Vocational Schools	12	31	16	
- Other School Facilities	5	13	8	
Total Education & Culture	44	122	93	259
Environment				
- Air Pollution Control	0	3	2	
- Erosion Control	0	18	14	
- Flood Control	2	3	8	
- Water Pollution Control	4	1	1	
Total Environment	6	25	25	56
Health and Welfare				
- Clinics	0	15	3	
- Day Care Centers	6	3	1	
- Drug Abuse Control	13	14	1	
- General Health Services	11	34	9	
- Hospitals	5	0	4	
- Mental Health Facilities	18	43	4	

Table 16 (continued)

INSTANCES OF PARTICIPATION IN INTERLOCAL AGREEMENT BY
FUNCTIONAL AREAS AND BY GOVERNMENTAL UNITS IN VIRGINIA

- Nursing Homes	2	9	4	
- Rescue Services	14	29	29	
- Senior Citizen Centers	11	17	11	
- Welfare Services	12	17	16	
Total Health & Welfare	92	181	82	355
<u>Parks and Recreation</u>				
- Parks	6	12	15	
- Recreation Facilities	7	13	17	
Total Parks & Recreation	13	25	32	70
<u>Public Safety</u>				
- Animal Control	7	21	43	
- Civil Defense	4	11	13	
- Courts	12	22	29	
- Criminal Investigation	4	10	18	
- Fire Protection	18	31	32	
- Jail Facilities	18	36	47	
- Juvenile Detention Homes	17	29	15	
- Police Protection	5	10	19	
- Radio Communications	6	16	41	
- Traffic Controls	1	3	9	
Total Public Safety	92	189	266	547
<u>Public Facilities and Utilities</u>				
- Building Maintenance	0	2	2	
- Electric Service	0	0	0	
- Gas	0	0	0	
- Sewer Facilities	18	36	22	
- Solid Waste Disposal	11	24	33	
- Storm Drainage	0	1	0	
- Street Lighting	0	1	8	
- Street Construction and Maintenance	0	0	4	
- Water	13	27	31	
Total Public Facilities and Utilities	42	91	100	233

Table 16 (continued)
 INSTANCES OF PARTICIPATION IN INTERLOCAL AGREEMENT BY
 FUNCTIONAL AREAS AND BY GOVERNMENTAL UNITS IN VIRGINIA

<u>Transportation</u>				
- Airport Construction/ Operation	10	20	20	
- Public Transit	8	11	0	
Total Transportation	<u>18</u>	<u>31</u>	<u>20</u>	69
<u>Other</u>				
- Home Extension Services	3	11	5	
- Manpower Services	6	9	1	
Total Other	<u>9</u>	<u>20</u>	<u>6</u>	35
Grand Total	<u>325</u>	<u>787</u>	<u>807</u>	<u>1,919</u>

was to take advantage of economies of scale. Thus, more than 75 percent of all those responding to the questionnaire considered economies of scale to be the driving force behind interlocal agreement in the state (see Table 17).

This finding is consistent with that of Joseph Zimmerman⁵⁵ discussed earlier, but stands in marked contrast to the results of Jon Baer's study. In Baer's study of interlocal agreement for police functions in eastern Suffolk County, New York, he reported that 54 percent of town and village police departments in the county cited "lack of facilities for a particular function" as the major reasons for their cooperation with other jurisdictions. Only 14 percent cited the incentive to "take advantage of economies of scale."⁵⁶

Another question included in the questionnaire was designed to gather information on the major reason for reluctance or unwillingness on the part of the governments to enter into interlocal cooperation. Of the 136 jurisdictions which responded to the question, 57, or 42 percent indicated concern for potentially inequitable

⁵⁵ Joseph Zimmerman, "Meeting Service Needs through Intergovernmental Agreements," Municipal Yearbook (Washington, D.C.: International City Management Association, 1973):82.

⁵⁶ Jon A. Baer, "Interjurisdictional Service Agreements for Police Functions: The Special Case of Eastern Suffolk County, New York," State and Local Government Review (January 1982):29.

TABLE 17

REASONS FOR ENTERING INTO INTERLOCAL AGREEMENTS

Reasons	Cities	Counties	Towns	Total
Statutory Requirements	1	13	16	30
Economies of Scale	26	44	56	126
Political Factors	2	3	6	11
Total	29	60	78	167

apportionment of cost; 54, or 40 percent indicated limitations of autonomy; and 17, or 12 percent indicated concern over restrictions on the ability to terminate an agreement. Surprisingly, only about 10 percent of the counties responding to the question felt that the threat of annexation was a hindrance to interlocal cooperation in the state (see Table 18).⁵⁷

Also revealed by the survey was the fact that 342 special districts, which include authorities, commissions and boards, have been formed by Virginia localities, in various functional areas. Of these, 214, or 62.6 percent exist within a local government framework, while the remaining 128, or 37.4 percent are regional, embracing two or more local governments (see Table 19).

As shown in Table 19, most of the cases of regional authorities were reported in the functional areas of detention home, library, transportation and airport construction/maintenance and operation. Regional special district were reported for 100 percent of districts

⁵⁷ Certain point should be made clear here. In the state of Virginia, towns and cities can annex counties, but counties cannot annex cities or towns. Given this arrangement, the response to the annexation question could be biased since 17 of the counties which responded to the questionnaire do not have towns. For example, only two of the 17 counties cited fear of annexation as a major reason for their reluctance to enter into interlocal cooperation.

TABLE 18

REASONS FOR NOT ENTERING INTO INTERLOCAL AGREEMENTS

Reason	Cities	Counties	Towns	Total
Threat of annexation	0	5	3	8
Limitations of autonomy	8	22	24	54
Inequitable apportionment of cost	15	19	23	57
Restrictions on termina- ting the agreement	1	3	13	17
Total	24	49	63	136

TABLE 19
CHARACTERISTICS OF REPORTED SPECIAL DISTRICTS¹

Type of District	No.	Jurisdiction		Year Formed ³		Number	Number
		Local	Regional ²	Before 1978	Since 1978	Reporting On Debt	Having Any Debt ⁴
Waste & Sewer Authority	52	32	20	40	6	40	8
Industrial Development Authority	86	73	13	64	19	25	38
Redevelopment and Housing Authority	24	21	3	19	4	14	8
Transportation Authority	13	3	10	11	2	3	9
Airport Authority	34	2	32	30	4	5	22
Hospital Authority	5	4	1	5	0	2	0
Sanitary District	38	31	7	30	0	19	11
Detention Home Comm. Library Board	5	0	5	3	2	0	5
Park and Recreation Facilities Authority	7	0	7	7	0	0	5
Miscellaneous	20	14	6	15	5	11	14
	58	34	24	45	19	3	45
Totals	342	214	128	269	51	122	157

¹Reported by 29 of 41 cities, 70 of 95 counties, and 106 of 189 towns.

²Involving 2 or more local governments.

³Those jurisdictions which are not accounted for failed to report the year formed.

⁴Of those reporting on debt.

involving the function of detention home and library, for 94 percent in the area of airport construction, maintenance and operation, and for over 76 percent in the area of transportation. Two hundred sixty-nine, or 78 percent of the special districts, were formed prior to 1978, and 51, or 21.3 percent have been formed since 1981. One hundred twenty two of the districts reported having outstanding debt, while 157 reported having no debt.

STATISTICAL RESULTS

Since the survey was directed at the entire population of local governmental units in Virginia,⁵⁸ discussion of significant tests has been omitted in the analysis. This discussion would have been appropriate if the survey was directed at a sampled population of Virginia localities. Under such a condition, it would have been necessary to know whether the results obtained from the sampled population is significantly different from that of the population from which the sample was drawn.

⁵⁸ Even though 36 percent of the surveyed population did not respond to the questionnaire, the survey data is statistically treated as if the entire population have responded.

First Group of Statistical Tests

The first in a series of statistical tests performed on the data was directed at assessing the relationship between population size and participation in interlocal agreement. The basic assumption here was that jurisdictions with large populations will experience a greater need for services than will smaller communities. Consequently, larger jurisdictions would be expected to engage more frequently in interlocal cooperation as one means of providing needed services.

To carry out this first test, the investigator divided Virginia localities into six categories according to their population size (see Table 20). As shown in this table, the Pearson's R between population size and participation in interlocal agreement is 0.21. What this means, then, is that although there is a relationship between population size and participation in interlocal agreement in the state of Virginia, this relationship is rather weak. To better understand the nature of this relationship, a closer examination of Table 20 is essential. The table reveals that jurisdictions with large populations tend to engage in interlocal cooperation more often than do less densely populated areas. This point is clarified by comparing the percentage of each of the population categories to the total

TABLE 20

REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL
COOPERATION IN VIRGINIA BY POPULATION SIZE

Population Size	# of Jurisdictions Reporting	% of Total Jurisdictions Reporting	# of Cases Participation in Cooperation	% of Total Participation
100-4,999	85	45.0	764	39.8
5000-9999	25	13.1	215	11.2
10,000-24,999	40	20.9	419	21.8
25,000-49,999	22	11.5	250	13.0
50,000-99,999	7	3.7	130	6.8
100,000 and over	11	5.8	141	7.4
Total	191	100.0	1,919	100.0

TEST RESULT
R = 0.213

number of jurisdictions which responded to the questionnaire with their corresponding percentage of total cases of participation in interlocal agreement reported in the state. For example, although only 3.7 percent of the localities which responded to the questionnaire have a population range of 50,000 to 99,999, this category accounted for about 6.8 percent of the total number of cases of participation in interlocal agreement reported in the survey. On the other hand, 45 percent of the localities which responded to the questionnaire fall within the population range of 100 to 4,999, but accounted for only 39.8 percent of the total cases. Although this finding supports the earlier hypothesis that participation in interlocal cooperation is directly related to population size, it should be known that while 64 percent of all the jurisdictions in the population category of 50,000 to 99,999 responded to the questionnaire, only 47 percent of the jurisdictions within the population range of 100 to 4,999 responded to the questionnaire. This indicates an underrepresentation of jurisdictions falling under the latter population category.

A second test was carried out to assess the relationship between population change as measured by population gain or loss, and participation in interlocal agreement in the state of Virginia. The key argument here

is that growth which increases the need and pressure for services may also increase the likelihood of cooperation among those jurisdictions affected by the change. Between 1970 and 1980, 222 localities in Virginia gained population while 103 lost population. Of the 222 jurisdictions which gained population, 136, or 61 percent, completed the questionnaire. And of the 103 jurisdictions which lost population, 55 or 54 percent responded to the questionnaire.

Table 21 shows that 71.2 percent of the jurisdictions which responded to the questionnaire gained population between 1970 and 1980. These jurisdictions accounted for about 75 percent of the total cases of participation in interlocal agreement reported in the survey. The table also shows that 28.8 percent of the jurisdictions which responded to the questionnaire lost population between 1970 and 1980, and that these jurisdictions accounted for only 25 percent of the total reported cases of participation in interlocal agreement. Since 71 percent is about the same as 75 percent, and 28 percent is about the same as 25 percent, the figures did not necessarily support the hypothesis that jurisdictions gaining population are more likely to enter into interlocal agreement than jurisdictions losing population. This is not to suggest that there is no relationship between the two variables. With a chi square

of 27.9, there is certainly a relationship, but this correlation is not significant as shown by the phi coefficient.

Table 22 shows the results of the third statistical test carried out in the first test group. The purpose here was to determine the relationship between education, as measured by the percentage of persons 25 years of age and older with one or more years of college education, and participation in interlocal agreement in the state. The assumption was that jurisdictions with a high proportion of educated people would more likely be familiar with the advantages of interlocal cooperation as a public management technique (at least at the theoretical level) and hence would tend to use it more than would jurisdictions with a low proportion of educated people.

This belief is confirmed, at least in part, by the data presented in Table 22. With a Pearson R of .245, the table shows that there is indeed a relationship between the education variable used in the statistical test and participation in interlocal agreement in the state of Virginia, but that this relationship is a very weak one. The table also reveals the nature of the relationship. Jurisdictions with high percentages of people aged 25 and over with one or more years of college education tend to

TABLE 21

REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL
COOPERATION IN VIRGINIA BY POPULATION CHANGE (1970-1980)

Population Change	No. of Jurisdictions	% of Jurisdictions	No. of Cases of Participation in Cooperation	% of Total Participation
Population Gain	136	71.2	1,440	75.0
Population Loss	55	28.8	479	25.0
Total	191	100.0	1,919	100.0

TEST RESULT

Chi Square = 27.9, F = 27

Phi = .06

TABLE 22

REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL
COOPERATION BY PERCENTAGE OF PERSONS 25 YEARS OF AGE AND
OLDER

WITH ONE OR MORE YEARS OF COLLEGE EDUCATION*

% of Persons 25 yrs. of Age and Older with 1 or More yrs. of College	No. of Juris- dic- tions	% of Juris- dic- tions	No. of Cases of Participa- tion in Co- operation	% of Total Participa- tion
25, and over	5	5.1	111	9.9
20 - 24	11	11.2	150	13.4
15 - 23	22	22.4	202	18.1
10 - 14	37	37.8	376	33.8
5 - 9	21	21.4	240	21.5
4 and under	2	2.0	33	2.9
Total	98	100.0	1,112	100.0

*Only cities and counties were considered in this analysis,
as there were no separate data available on the education
variable for individual towns.

TEST RESULTS

R = .245

participate more often in interlocal agreement than do jurisdictions with low percentages of people in this category. For example, 5.1 percent of the cities and counties which responded to the questionnaire reported having 25 or more percent of their people in the category of being at least 25 years of age with one or more years of college education. These jurisdictions, however, accounted for over 9.9 percent of the total cases of participation in interlocal agreement reported by the two types of governmental units. Similarly, the 11.2 percent of cities and counties with 20 to 24 percent of people at least 25 years old with one or more years of college training accounted for over 13.4 percent. Conversely, in 37.8 percent of cities and counties, 10 to 14 percent of the people fall into this category but accounted for only 33.81 percent of the total cases of participation in interlocal agreement. Since a relatively high proportion of jurisdictions in each of the educational categories responded to the questionnaire, it is reasonable to conclude that the test result was not biased. Of the eight jurisdictions in Virginia with 25 or more percent of the people at least 25 years old with one or more years of college training, 5, or 63 percent, responded to the questionnaire. Of the 14 jurisdictions in the 20 to 24

percent category, 11, or 79 percent, responded to the questionnaire and of the 50 jurisdictions in the 10 to 14 percent category, 37, or 74 percent completed the survey.

A fourth test assessed the relationship between types of governmental units in the state of Virginia and participation in interlocal agreement. The purpose was to determine which of the three local governmental units (cities, counties, and towns) is most involved in interlocal agreement. It was posited that, since cities and counties are the major forms of local government in the state, they would tend to be proportionally more involved in interlocal agreement than would towns.

Table 23 shows that, of all the jurisdictions which responded to the questionnaire, cities made up 15.2 percent, counties, 36.1 percent and towns, 48.7 percent. The corresponding percentages of total cases of participation in interlocal agreement reported by these governmental units were 16.9 percent for cities, 41.0 percent for counties and 42.0 for towns. These figures tend to suggest that there is no appreciable differentiation by local governmental units in Virginia with regards to interlocal cooperation. This, however, is far from saying that there is no correlation between type of local government unit in the state of Virginia and participation

TABLE 23

REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL
COOPERATION IN VIRGINIA BY TYPE OF LOCAL GOVERNMENTAL UNIT

Local Govern- mental Unit	No. of Juris- dic- tions	% of Juris- dic- tions	No. of Cases of Participa- tion in Co- operation	% of Total Participa- tion
Cities	29	15.2	325	16.9
Counties	69	36.1	787	41.0
Towns	93	48.7	807	42.0
Total	191	100.0	1,919	100.0

TEST RESULT

Chi Square = 57.5, df = 54

Phi = .07

in interlocal cooperation. With a Chi Square of 57.5 and a Phi coefficient of 0.7, the statistical test does indicate that the two variables are correlated, but that the relationship is a very weak one.

It should be added that the information contained in Table 23 could be biased since only 49 percent of all the towns in Virginia responded to the questionnaire, as opposed to 66 percent of cities and 73 percent of counties.

To determine the relationship between location and participation in interlocal agreement in Virginia, a fifth statistical test was performed. For the purpose of this test, Virginia communities were divided into two groups, according to whether they are located in metropolitan or non-metropolitan areas.

Table 24 shows that 55, or 28.8 percent of the or 28.8 percent of the jurisdictions which responded to the questionnaire are located in metropolitan areas, and that together, they accounted for 576, or 30 percent, of the total cases of participation in interlocal agreement reported in the survey. It also shows that 71.2 percent of these jurisdictions are located in non-metropolitan areas and accounted for the remaining 70 percent of the total cases of participation in interlocal agreement reported by Virginia localities. On the basis of these data, it is

TABLE 24

REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL
COOPERATION IN VIRGINIA BY LOCATION OF GOVERNMENTAL UNIT

Location of Local Governmental Unit	No. of Juris- dic- tions	% of Juris- dic- tions	No. of Cases of Participa- tion in Co- operation	% of Total Participa- tion
Metropolitan Jurisdictions	55	28.8	576	30.0
Non- Metropolitan Jurisdictions	136	71.2	1342	70.0
Total	191	100.0	1,919	100.0

TEST RESULTS

Chi Square = 29.5, df = 27.

Phi = .07

again reasonable to say that there is no appreciable difference between metropolitan and nonmetropolitan jurisdictions in Virginia with respect to interlocal cooperation. This conclusion, however, could be biased since only 54 percent of nonmetropolitan localities in the state responded to the questionnaire as compared with 71 percent of metropolitan localities.

The last three tests conducted in this first series were intended to assess the relationship between certain forms of wealth and interlocal cooperation in the state of Virginia. The research question here was: do wealthy communities in the state cooperate more frequently than poor ones. This question can be approached from two different perspectives. On one hand, it can be argued that wealthy communities can better afford to make the financial outlays necessary to initiate cooperative activities, and hence will tend to engage in such efforts more often than poor communities. On the other hand, one can argue that, because of the huge financial cost of most public services, poorer communities may be forced to cooperate with other jurisdictions in order to provide certain services to their residents.

The statistical test which examined this research question called for the selection of three independent

variables to measure wealth. These were per capita income, median income of households, and per capita market values of real estate. Table 25 shows the result of the per capita income/interlocal agreement test. For the purpose of this test, Virginia localities were divided into two categories according to whether their per capita income was below or above the 1979 state average. As shown in the table, 161, or 84.3 percent, of all the jurisdictions that responded to the questionnaire had per capita incomes below the 1979 state average; and together they accounted for 1,587 or, 82.7 percent, of the total participation in interlocal agreement reported in the survey. On the other hand, only 30, or 15.7 percent, of all the responding jurisdictions had per capita incomes above the state average, but accounted for 332, or 17.3 percent of the total reported cases of participation in interlocal agreement. This data indicates that there is no real difference between jurisdictions with low per capita income and those with high per capita income in their involvement in interlocal cooperation. Since the two categories of per capita income were in some respect equally represented in the survey, it can be claimed that this finding is free from bias. Of the 275 jurisdictions in Virginia with per capita income which are below the state average, 161, or 59 percent responded to the questionnaire.

TABLE 25

REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL
COOPERATION IN VIRGINIA BY PER CAPITA INCOME (1979)

Per Capita Income	No. of Juris- dic- tions	% of Juris- dic- tions	No. of Cases of Participa- tion in Co- operation	% of Total Participa- tion
Below state average (7,477 and under) .	161	84.3	1,587	82.7
State average and above (7,478 and over) .	30	15.7	332	17.3
Total	191	100.0	1,919	100.0

TEST RESULTS

R = 0.072

And of the 50 jurisdictions in the state with per capita income which are above the state average, 30 or 60 percent responded to the questionnaire.

Table 26 summarizes the relationship between median household income and participation in interlocal agreement in the state of Virginia. Again, Virginia localities were divided into two groups, this time based upon whether their median household incomes were above or below the 1979 state average. As shown in the table, 32, or 16.8 percent, of the jurisdictions which responded to the questionnaire reported a median income for households above the state average. These few jurisdictions, however, accounted for over 20.0 percent of the total participation in interlocal agreement reported in the survey. Thus, proportionally, jurisdictions with median household incomes which are above the state average tend to participate more frequently in interlocal agreement than do those jurisdictions whose median household incomes are below the state average.

This finding, however, could be biased because of overrepresentation of jurisdictions with median household incomes which are above the state average. Whereas 68 percent of jurisdictions in Virginia with median household incomes which are above the state average responded to the questionnaire, only 56 percent of those with median

TABLE 26

REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL
COOPERATION IN VIRGINIA BY MEDIAN INCOME (Households)-1979

Median Income for House- holds	No. of Juris- dic- tions	% of Juris- dic- tions	No. of Cases of Participa- tion in Co- operation	% of Total Participa- tion
Below state average (17,114 and under).	159	83.2	1,536	80.0
State average and over (17,115 and over).	32	16.8	383	20.0
Total	191	100.0	1,919	100.0

TEST RESULTS

R = .116

household incomes which are below the state average responded to the survey.

In the final statistical test conducted within this group, the per capita market value of real estate was treated as an independent variable. To carry out the test, the investigator divided Virginia localities into five categories according to their per capita market values of real estate.

A summary of the test results is presented in Table 27. As shown in the table, only 6 percent of the jurisdictions which responded to the questionnaire had real estate with a per capita market value of 300,000 to 39,999, yet these jurisdictions accounted for 10 percent of the total instances of participation in interlocal agreement reported in the survey. Similarly, 2 percent of all the jurisdictions which responded to the questionnaire contained real estate with per capita market values of 40,000 and over, and collectively this category accounted for 4 percent of the total reported cases of participation in interlocal agreements. The reverse was true for those jurisdictions with lower per capita market values of real estate. For example, 60 percent of all the jurisdictions which responded to the questionnaire has real estate with per capita market values of between 10,000 to 19,999, but together they

TABLE 27

REPORTED FREQUENCY OF PARTICIPATION IN INTERLOCAL
COOPERATION IN VIRGINIA BY PER CAPITA MARKET VALUES

OF REAL ESTATE (1980)*

Per Capita Market Values- Real Estate	No. of Juris- dic- tions	% of Juris- dic- tions	No. of Cases of Participa- tion in Co- operation	% of Total Participa- tion
500 - 9,999	10	10.0	85	8.0
10,000-19,999	58	60.0	605	54.0
20,000-29,999	21	22.0	273	24.0
30,000-39,999	6	6.0	106	10.0
40,000 & over	2	2.0	42	4.0
Total	97	100.0	1,111	100.0

*Only cities and counties were considered in this analysis, as there were no separate data available on market values of real estate for individual towns.

TEST RESULTS

R = 0.273

accounted for only 54 percent of the total cases of participation in interlocal agreements reported by Virginia localities.

On the basis of the foregoing analysis, it is reasonable to conclude that, in the State of Virginia, jurisdictions with high per capita market value on real estate tend to participate more often in interlocal agreement than do jurisdictions with lower per capita property values. This finding is relatively unbiased because each category of the independent variable was well represented in the study.

Second Group of Statistical Tests

Three separate tests were conducted as a second group. Unlike the first group of tests, none of the tests conducted in the second used total participation in interlocal agreement as its dependent variable.

In the first statistical test within this group, the form of agreement most often used was treated as the dependent variable, while type of governmental unit was treated as the independent variable. The purpose here was to determine whether any relationship exists between type of governmental unit and the forms of participation in interlocal agreement in the state of Virginia. The research

question, therefore, is: What form of interlocal agreement is most used by cities, counties and towns in Virginia?

Table 28 summarizes the results of this statistical test. As revealed in the table, 93 percent of the cities which responded to the questionnaire were found to use written agreement or contract more often than any other form of interlocal agreement. The corresponding figures for counties and towns were 55 percent and 19.4 percent respectively. About 14 percent of the responding counties reported using contributions of cash and/or resources most frequently. The corresponding figures for cities and towns were 3.5 percent and 8.6 percent respectively. The table also shows that 38.7 percent of the towns which responded to the questionnaire reported more frequent use of the unwritten/informal agreement than of any other form. The corresponding figures for cities and counties were zero percent and 5.8 percent respectively. With a phi coefficient of .1, the strength of the relationship between form of agreement used and governmental units is comparatively higher than that of other nominal level variables used in the study.

Generally, then, Virginia cities tend to use written agreement or contract more often than do either counties or towns. Counties are more apt to use contributions of cash

TABLE 28

FORM OF AGREEMENT MOST USED BY GOVERNMENTAL UNITS

Form of Agreement Most Used	No. of Cities	% of Cities	No. of Counties	% of Counties	No. of Towns	% of Towns
Written Agreement Or Contract	27	93.0	38	55.0	18	19.4
Parallel Ordinances or Resolutions	1	3.5	1	1.4	5	5.4
Contributions of Cash and/or Resources	1	3.5	10	14.5	8	8.6
Unwritten/Informal Agreement	-	-	8	11.6	36	38.7
Other Arrangement	-	-	4	5.8	14	15.0
More than one form of Agreement*	-	-	8	11.7	12	12.9
Total	29	100.0	69	100.0	93	100.0

*When the reported frequency of one form of agreement equals that of one or more other forms of agreement.

TEST RESULT

Chi Square = 76.4, df = 32

Phi = .1

and/or other resources than are either cities or towns. And towns, more often than cities or counties, use unwritten/informal agreement, parallel ordinances or resolutions, and other arrangements.

Table 29 summarizes the results of a second statistical test, conducted to determine the relationship between location and the form of interlocal agreement most used by Virginia localities. As shown in the table, 60 percent of all the metropolitan jurisdictions which responded to the questionnaire indicated that they used written agreement or contract more often than any other form of interlocal agreement. The corresponding figure for non-metropolitan localities was 36.8 percent. On the other hand, 26.5 percent of the responding non-metropolitan localities were found to use unwritten/informal agreement most often. The percentage of metropolitan localities using this type of agreement was 14.5 percent.

Thus, metropolitan communities in Virginia tend to use written agreement or contract more often than do non-metropolitan areas, while non-metropolitan communities participate in unwritten/informal agreements more often than do metropolitan ones. This would suggest, then, that in Virginia there is an appreciable differentiation by location and form of interlocal agreement used. The strength of this

TABLE 29

FORM OF AGREEMENT MOST USED BY LOCATION (Metropolitan -
Nonmetropolitan Jurisdictions)

Form of Agreement Most Used	No. of Metro- politan Localities	% of Metro- politan Localities	No. of Non- Metro- politan Localities	% of Non- Metro- politan Localities
Written Agreement or Contract	33	60.0	50	36.8
Parallel Ordinances or Resolutions	-	-	7	5.1
Contribution of Cash and/or Resolutions	3	5.5	17	12.6
Unwritten/Informal Agreement	8	14.5	36	26.5
Other Arrangement	5	9.1	13	9.5
More than one form of arrangement	6	10.9	13	9.5
Total	55	100.0	136	100.0

TEST RESULT

Chi Square = 23.6, df = 16

Phi = .09

correlation is shown by a phi coefficient of .09, which is by comparison higher than that of most nominal level variables used in the study.

A summary of the relationship between types of governmental unit and frequency of interlocal agreement in certain functional areas is presented in Table 30. As shown

in the table, 37.9 percent of the cities which responded to the questionnaire a majority of interlocal agreements were made in the area of health and welfare. The corresponding figures are 24.6 percent for counties and 1.7 percent for towns. The table also shows that 47.3 percent of the towns had more interlocal agreements in the area of public safety than in any of the other functional areas. The corresponding figures for cities and counties were 20.1 percent and 27.5 percent respectively.

The table shows that, on the whole, cities tend to cooperate more in the functional area of health and welfare, while towns form more agreements in the areas of administration and public safety. Counties tend to be relatively active in interlocal cooperation in virtually all of the functional areas listed in Table 30. With a phi coefficient of .1, this relationship is weak, but nevertheless stronger than that of most nominal level variable used in the study.

TABLE 30

FUNCTIONAL AREA WITH MOST REPORTED CASES OF PARTICIPATION IN
INTERLOCAL AGREEMENT BY TYPE OF GOVERNMENTAL UNIT

Functional Areas	No. of Cities	% of Cities	No. of Counties	% of Counties	No. of Towns	% of Towns
Administration	0	0	6	8.7	21	22.6
Education and Culture	0	0	3	4.3	1	1.1
Environment	0	0	0	0	0	0
Health and Welfare	11	37.9	17	24.6	1	1.07
Parks and Recreation	0	-	0	-	0	0
Public Safety	6	20.1	19	27.5	44	47.3
Public Utilities and Facilities	3	10.3	6	8.7	10	10.7
Transportation	0	1.4	1	0	0	0
More than one functional area	9	31.0	17	24.6	16	17.2
Total	29	100.0	69	100.0	93	100.0

TEST RESULTS

Chi Square = 96.6, df = 48

Phi = .1

Third Group of Statistical Tests

The third group of statistical test carried out in this study involved multiple regression. As indicated earlier, the purpose of these tests was to determine the extent to which the dependent variable (participation in interlocal agreement in the state of Virginia) can be explained by a combination of all the interval level independent variables included in the study. These interval level independent variables are market value of real estate, population change, population size, location, education, per capita income and median household income.

Table 31 summarizes the results of the multiple regression process. The multiple R shown in the table indicates the strength of association or, the amount of variation in participation in interlocal agreement in the state of Virginia which can be explained by linear combination of the seven independent variables operating jointly. However, since R^2 indicates the proportion of variation in the dependent variable explained by the independent variables, it has a clearer interpretation than multiple R as an index of the strength of the relationship between the two variables.

Table 31 shows that $R^2 = 0.26$, indicating that 26.0 percent of the variation in participation in interlocal

TABLE 31

SELECTED STATISTICS FROM MULTIPLE REGRESSION

Independent Variables	Multiple R	R ²	R ² Change	B*	F Value	Degrees of Freedom
Per Capita Market Value of Real Estate	0.32	0.12	0.12	2.9	13.22	1 and 95
Population Change	0.38	0.14	0.02	-2.66	7.85	2 and 94
Per Capita Income	0.39	0.15	0.01	-4.55	5.6	3 and 93
Education	0.43	0.18	0.03	-1.84	5.2	4 and 92
Location	0.44	0.19	0.01	1.8	4.39	5 and 91
Population Size	0.44	0.19	0.00	0.9	3.6	6 and 90
Median Income (households)	0.51	0.26	0.07	0.9	4.52	7 and 90
Constant A	--	--	--	64.79	--	---

B* = Unstandardized regression coefficient.

agreement in the state of Virginia is explained by the seven independent variables operating jointly. This is rather a very low percentage, indicating that there are other important variables, not yet explored, which influence interlocal cooperation in the state. The table also shows that per capita market value of real estate is the single most important independent variable in the study. This variable, operating alone, explains over 12 percent of the variation in participation in interlocal agreement in the state.

One practical benefit of multiple regression analysis is that it enables researchers to go beyond mere description of the direction and strength of relationships between dependent variable(s) and independent variables. In particular, it enables researchers to predict variation in a dependent variable with changes in the values of selected independent variables. Using the values of A and B shown in Table 31, it is possible to compute an equation to predict participation in interlocal agreement for any jurisdiction in the state of Virginia (Y^i) for any given level of per capita market value of real estate, population change, population size, location, education, per capita income, and median household income. The constant A shown in the table indicates that the predicted score for participation in

interlocal agreement in any of the Virginia localities is 64.79 when the value of each of the seven independent variable is zero. The table shows that, for every increase in the unit of independent variables, the predicted score for participation in interlocal agreement in any Virginia locality will increase or decrease by the corresponding B value of the independent variable concerned. For example, an increase of one unit in the population size score will decrease the predicted score by 0.9 net of other variables. This relationship can be expressed mathematically with the following equation:

$$Y = 64.79 + 2.9 \text{ (Per Capita Market Value of Real Estate Score)} - 2.66 \text{ (Population Change Score)} + 0.9 \text{ (Population Size Score)} + 1.8 \text{ (Location Score)} - 1.84 \text{ (Education Score)} + 0.90 \text{ (Median Household Income Score)}.$$

Finally, an examination of the F ratios shown in Table 31 indicates that the linear association observed in this analysis is statistically significant. As shown in the table, the F ratio for the overall regression equation is 4.52 with 7 and 90 degrees of freedom.

SUMMARY OF THE RESEARCH FINDINGS

The research findings can be summarized as follows:

1. There appears to be a relationship between population size, population growth, education, median household incomes, per capita income and per capita market values of real estate and interlocal cooperation in the State of Virginia, but the relationship is very weak indeed.
2. There is no appreciable differentiation by local governmental units in Virginia with regards to interlocal cooperation.
3. There is no appreciable difference between metropolitan and non-metropolitan jurisdictions in Virginia with regards to interlocal cooperation.
4. Virginia cities tend to use written agreement and contract more often than do either counties or towns. Counties are more apt to use contributions of cash and/or other resources than are either cities or towns. Towns, more often than cities or counties use unwritten/informal agreement.
5. Metropolitan jurisdictions used written agreement and contract more often than any other form of interlocal agreement. Non-metropolitan localities were found to use unwritten/informal agreement most often.

6. Virginia cities tend to cooperate more in the functional area of health and welfare, while towns form more agreements in the areas of administration and public safety.
7. There is more interlocal cooperation between counties and towns than between any other combinations of governmental units in the state.
8. Virginia counties and towns participate more often in interlocal agreement than do cities.
9. An overwhelming majority of local officials in the state considered economies of scale to be the major driving force behind their communities' interlocal agreement.
10. Surprisingly, fear of annexation was not considered by Virginia local officials as the major reason for their communities' reluctance to enter into interlocal cooperation.
11. In the state of Virginia, joint operation occurs more frequently in those public services requiring large capital outlays.

Chapter IV

ILLUSTRATIVE EXAMPLES OF THE PROCESS OF INTERLOCAL COOPERATION IN THE STATE OF VIRGINIA

In this chapter, illustrative examples of the process of interlocal cooperation in the State of Virginia are presented and discussed. The examples are drawn from four functional areas (library services; juvenile detention; solid waste disposal and jail service) involving a total of ten political subdivisions located in the southwest portion of the State and illustrate the process and the stages of the process involved in interlocal cooperation, but particularly its most comprehensive form: joint service delivery. Five of the ten political units (Roanoke County, Craig County, City of Salem, Roanoke City and the town of Vinton) are located in the Roanoke Standard Metropolitan Statistical Area (SMSA). (See Figure 3 for the location of the five political units.) The remaining five (Floyd, Montgomery, Giles and Pulaski Counties and the city of Radford) are located in the non-metropolitan area often referred to as the New River Valley Area (see Figure 4).

For each of the examples presented in this chapter, the following aspects of interlocal cooperation will be examined:

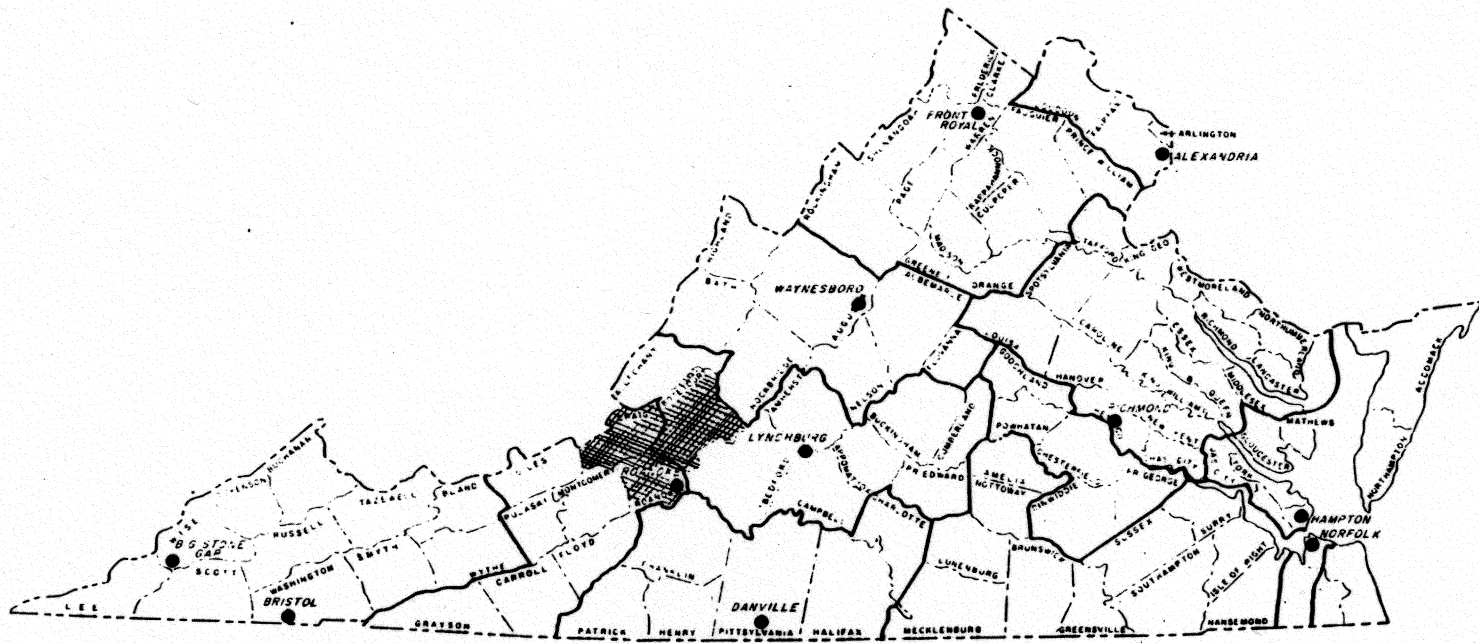



Figure 3:  Roanoke Standard Metropolitan Statistical Area (SMSA)

1. The background information of the example. This section of the case analysis is intended to provide information on how the particular cooperative activity under investigation was formed, who initiated it, and what factor or factors may have influenced the decision of the local jurisdictions involved to cooperate in that particular functional area.
2. The legal basis of the cooperative undertaking. This section contains discussion of the statutory authorizations for joint operation in the functional area being investigated.
3. The financial aspects of the cooperative undertaking. This includes an examination of how the capital, and/or operating funds of the cooperative activity were raised and shared among the participating jurisdictions.
4. The purpose and formal administrative structure of the cooperative activity.

It should be made clear at the outset that the primary purpose of the illustrative cases is to provide readers with information on the process of joint administration of services at the local level in the state of Virginia in general, and in Southwest Virginia specifically. They are

also intended to bring the discussion of interlocal cooperation from the conceptual level to the substantive and concrete. This is especially important in jointly administered facilities and programs which are the most complex, comprehensive and difficult of efforts in interlocal cooperation. The discussion will also point to questions in need of future research. It is not, however, intended to answer questions of why some joint administration of services are more effective than others. While acknowledging that answer to this question will contribute greatly to our understanding of interlocal cooperation as a public management technique, it is the author's opinion that in order to improve the effectiveness of joint administration, we must first be able to fully describe its basic process and then proceed to hypotheses, analysis and exploration.

THE NEW RIVER VALLEY JUVENILE DETENTION HOME

This joint administered facility illustrates interlocal cooperation in the functional area of juvenile detention service. The primary rural political subdivisions involved are Pulaski, Montgomery, and Giles Counties, and the City of Radford, located in the New River Valley Area.

The resolution permitting the establishment of a regional juvenile detention facility was ratified by the governing bodies of each jurisdiction between November and December of 1971.

Background Information

Prior to the opening of the New River Valley Juvenile Detention Home in 1974, the entire area was served by a small and "less adequate" juvenile home located in Pulaski County. Established in 1958, it was owned and operated solely by Pulaski County. The home was opened to neighboring communities at a daily rate of 3.00 per juvenile only if there was space available.

The Pulaski home proved to be inadequate in terms of security, sanitary facilities and recreational space.⁵⁹ But of greater significance was the fact that with a total bed capacity of only ten,⁶⁰ it was far too small to meet the demands of the county and its surrounding communities,

⁵⁹ This information is based on a telephone interview with Mr. Ron Belay former chief correction officer, Pulaski Juvenile Detention Home on April 11, 1983. He also points out that the County have received several warnings from the Virginia Department of Welfare and Institutions to bring the conditions at the home to the State Standard.

⁶⁰ The home had a total of three bedrooms, with one of the rooms housing four juveniles and the other two each accommodating three juveniles.

namely Montgomery County, Giles County, and the City of Radford. As a result, these jurisdictions most often had to detain their juveniles in local jails or in the next closest juvenile detention home which was located 85 miles to the south in Bristol.

With the situation in the Pulaski home, the area's jurisdictions were faced with a common problem, mainly that of finding adequate facilities within the valley area to house their juveniles. The severity of this problem was brought to the attention of the governing body of each of the jurisdictions by their chief correction officer. It should be pointed out, however, that identification of a common problem does not necessarily mean that the jurisdictions involved will seek cooperative solutions. In order for interlocal cooperation to occur, someone has to make the initial move. In this particular example, it was the chief correction officer of Montgomery County who initiated the cooperative strategy, and suggested that the governing body of Montgomery County approach that of Pulaski County, Giles County and the City of Radford, on the issue.

According to Hutcheson of Montgomery County, the idea of cooperating in the area of juvenile detention home was received warmly by the officials of the other three jurisdictions. With this positive reaction from the three

localities, the stage was set for the exploration of the legal basis for such an undertaking, and for a feasibility study.

LEGAL BASIS FOR THE NEW RIVER VALLEY JUVENILE DETENTION HOME

According to a study conducted by the New River Valley Planning Commission, there is sufficient legal authority in the State of Virginia for construction, maintenance and operation of a regional juvenile detention home. In addition to constitutional provision for interlocal cooperation (Article VII, Section 3) and a general statutory provision for the joint exercise of powers (Section 15.21-20 of the Virginia Code), the state has also made specific authorization for permissive cooperation in the functional area of juvenile detention. Article 4.1, Section 16.1-202.2 of the Virginia Code states that:

The governing bodies of three or more counties, cities or towns (hereinafter referred to as "political subdivisions") may, by concurrent ordinances or resolutions, provide for the establishment of a joint or regional juvenile detention home, group home or other residential care facility commission.

The state code not only authorized the establishment of a regional /joint juvenile detention commission, but it also specified the following:

1. the number and terms of members of such a commission

2. the procedure for admission of additional local governing bodies to the commission
3. how members are to be appointed and compensated
4. the powers and duties of the commission.

A complete text of Virginia law concerning regional juvenile detention homes is provided in Appendix E.

Feasibility Study

The feasibility study for the joint project was also conducted by the Planning Commission. From the result of the study, it was estimated that the construction cost of a "modern" juvenile detention home will be about 400,000, and that federal and state government can be expected to provide more than 70 percent of both the construction and operating costs of such a home. As pointed out by Hutcheson, the fact that federal and state government will provide large proportion of the money needed to construct and operate the new home served as an additional motivation on the part of the four jurisdictions to cooperate in establishing a regional detention home.

Following the feasibility study, the participating communities moved on to a cooperative bargaining or negotiation.

Cooperative Bargaining/Negotiation

Because of the enormous costs required to construct and operate a modern juvenile detention home, there was a unanimous decision by the officials of the participating localities to adopt the joint administration form of interlocal cooperation. The concurrent resolution permitting the establishment of a regional juvenile detention commission was ratified by the governing bodies of each participating units in 1971 (see Appendix D for the text of the resolutions). The commission whose members were drawn from the four jurisdictions was charged with the responsibility of establishing the regional facility.⁶¹ The very first problem encountered by the commission was that of site selection. As would be expected, the decision did not come easily. It was, in fact, the first major test of the willingness of the jurisdictions to work together in finding a solution to a commonly identified problem. The fact that there does today exist a New River Valley Juvenile Dentention Home attests to the determination of the four jurisdictions to cooperate in that functional area.

⁶¹ The members of the Commission were: Mr. Hylton and Mr. Hutcheson of Montgomery County; Mr. Selburne and Mr. Newcomb of Pulaski County; Mr. Johnson of Giles County; Mrs. Criner of Radford, and Judge Wilson of Radford. Information presented in this section was compiled after a careful review of the minutes of the meetings held by the New River Valley Juvenile Detention Commission from 1971 through 1974.

In early 1972, the Commission held its first meeting to discuss the site for the new home. It became obvious that each wanted that home located in its area. Each was asked to present a site or sites for consideration. In response, the City of Radford was willing to donate five acres of land and offered to run waste and sewer lines to the site without charge. Pulaski County presented a site, but indicated that they would vote for an alternative site outside the County if the land were donated. Giles County presented five different sites and also offered to provide free water and sewage facilities. The representative from Giles argued that special consideration should be given to its sites because the County has greater need than the others for new industries and services. Montgomery County offered to donate five acres of land, and like the city of Radford and Giles County, was willing to provide free water and sewage facilities.

After touring each of the sites, members of the New River Valley Juvenile Detention Commission selected the site donated by Montgomery County by a vote of four to three. Voting for this site were the two representatives from Montgomery County, the representative from Giles County, and one of the two representatives from the City of Radford; those voting against were the two Pulaski County representatives and the second representative from Radford.

Pulaski County was strongly opposed to the decision to build the home in Montgomery County and demanded that a new site be considered.⁶² In response, the representatives from Montgomery County made an emotional appeal to the Commission by claiming a reversal of the Commission's decision would indicate that the group was not cooperating, which would erode the Commission's credibility and make it more difficult to maintain the on-going cooperation required to complete other aspects of establishing the detention center. Furthermore, if the vote were changed, a precedent would be set allowing a jurisdiction to demand a new vote on any issue not receiving unanimous approval. After listening to the appeal, the Commission chose to uphold its original decision to build the detention home in Montgomery County.

That the Commission was able to persuade the officials from Pulaski County to drop their demand for a new site shows how the influence of a group can change the values of its members. As pointed out by Mary Parker Follett, people usually join a group to satisfy their own self interest, which often conflicts with that of the group. This conflict tends to inhibit group progress. A new group dynamic is however created when the individual members of the group

⁶² According to Hutcheson of Montgomery County, the Pulaski officials wanted the home to be located in the City of Radford, which is closer to their county.

reconcile their self-interest with that of the group, or recognize that the group interest should take precedence over their self interest.⁶³ This recognition of group interest was clearly evidenced when the officials from Pulaski County decided to go along with the Commission's decision to locate the joint facility in Montgomery County.

Some of the reasons given for selecting the Montgomery County site were:

1. The five-acre site was large enough to accommodate the proposed facility.
2. The provision of free water and sewage facilities.
3. The land was donated.
4. There was no evidence of bedrock or major drainage problems.
5. A central location to serve the participating localities, being 0.7 of a mile from Route 11, 2 miles from Exit 36 on Interstate Route 81, and 2 miles from Highway 8.
6. The least expensive of proposed locations to develop.
7. A large open space.
8. Free of zoning problems.

⁶³ Henry C. Metcalf and L. Urwick, edited Dynamic Administration: The Collected Papers of Mary Parker Follett (New York: Harper and Row Publishers, 1940) pp. 213-221.

Thus, the Montgomery County site was selected purely on the basis of economic and convenience.

FINANCIAL ASPECTS OF THE NEW RIVER VALLEY DETENTION HOME

Since the establishment of the New River Valley Juvenile Detention Home required the construction of a new building, two kinds of costs--construction and operating costs--will be considered in this section.

Construction Cost⁶³

Funding for construction of the project was furnished by the four participating local jurisdictions (Giles County, Montgomery County, Pulaski County, and the City of Radford); by the Virginia Department of Welfare and Institutions; and by the Virginia Council on Criminal Justice. The total construction cost of the detention home was 545,630.44. Of this amount, 238,554.44 (about 52 percent) was provided by the Virginia Council on Criminal Justice. Another 100,000, which represented about 18 percent of the total came from the Virginia Department of Welfare and Institutions. The remaining 30 percent (162,076) came from the local

⁶⁴ Construction cost as used here includes all of the initial costs incurred to get the home established. These include, but are not limited to, the cost of land and land preparation, architectural cost, and building and equipment costs.

jurisdictions. The local share of the construction cost was to be divided among the local jurisdictions according to population.⁶⁵ Based upon the 1970 population,⁶⁶ this amounted to an average contribution of 1.54 per capita from each of the participating units.

Montgomery County thus paid about 59 percent of the local share of the construction cost. This figure, of course, includes the market value of the land donated by the County which was estimated to be 42,000. Pulaski County, Giles County and the City of Radford paid 21 percent, 11.8 percent, and 8.2 percent respectively. When translated into actual dollar figures, Montgomery County paid 95,903.64 of the 162,076 local share of the construction cost, while Pulaski County, Giles County and the City of Radford paid 33,782.22, 19,137.64 and 13,251 respectively (see Table 32).

One conclusion that can be drawn from these figures is that Montgomery County taxpayers bore a disproportionately

⁶⁵ Interview with Mr. Giles Lambert, March 21, 1983. It should be emphasized, that nothing was specified in the contract about the financial formula to be used in determining the size of the contribution each locality was to make toward the construction cost.

⁶⁶ According to the 1975 Census, the population of the four jurisdictions was 105,058, with the breakdown as follows: Montgomery County, 47,157; Pulaski County, 29,564; Giles County, 16,741; and the City of Radford, 11,596.

TABLE 32

DISTRIBUTION OF CONSTRUCTION COSTS: NEW RIVER VALLEY
JUVENILE DETENTION HOME

Source	Amount	% of Total Cost	
Virginia Council of Criminal Justice	283,554.44	52	
Virginia Dept. of Welfare and Institution	100,000.00	18	
Local Source	<u>Amount</u>	<u>% cost</u>	<u>per capita contribution</u>
Montgomery County	95,903.55*	59.00	2.00
Pulaski County	33,783.12	21.00	1.14
Giles County	19,376.64	11.80	1.14
City of Radford	13,251.69	8.20	1.14
Total from Local Sources	162,976.00	30	
Total Construction Costs	545,630.44	100	

*This figure includes the market price of the land donated by Montgomery County, which was valued at 42,000.

Source: New River Valley Juvenile Detention Home Capital costs record.

higher burden of the construction cost.⁶⁷ This disparity becomes even clearer when one looks at the per capita contribution of each of the localities (see Table 33). Whereas Pulaski County, Giles County, and the City of Radford each contributed approximately 1.14 on a per capita basis toward the construction of the juvenile detention home, Montgomery County contributed about 2.00 per capita. This is well over the average for the four jurisdictions combined. Also revealed in Table 33 is the dominant role played by the state government in financing about 70 percent of the construction cost of the home.

A review of the record of construction costs indicates that the state paid the architect's fee, the cost of minimal site preparation, 100 percent of all moveable equipment which then became the property of the state and which meant that the state became liable for repairing and/or replacing it.

The state grants did not come without some strings attached. The grant from the Virginia Council of Criminal Justice, for example, demanded that:

⁶⁷ The County's share of construction cost was proportionally higher because it included the cost of the land donated by the County, which was valued at 42,000.

1. a new budget and budget narrative be submitted detailing the specific purposes for which the funds would be expended in the construction phase.
2. the facility be built in accordance with standards and specifications set by the State Department of Welfare and Institutions for the construction of such facilities.

The New River Valley Juvenile Detention Home, which was completed in 1974, to meet state regulations, has no carpet except in the administrative office, no air-conditioning in the dining hall and the recreation room, and individual room accommodations for twenty children (twelve males and eight females).

Operating Costs

Approximately 70 percent of each year's operating costs to maintain the detention home are provided by the Virginia Department of Corrections (see Table 33), the remainder by the participating jurisdictions' assessments and from revenues generated by the per diem charges to non-participating jurisdictions.

In addition to paying over 67 percent of the employee's salaries, the state also pays 100 percent of a wide variety of operating expenses ranging from arts and crafts supplies to workman's compensation.

DISTRIBUTION OF OPERATING COSTS

NEW RIVER VALLEY JUVENILE DETENTION HOME

Source	1974	1975	1976	1977	1978	1979	1980	1981	1982
State Reimbursement	\$109,350.77	145,597.34	154,720.00	174,879.34	187,127.00	207,750.00	239,029.00	267,693.00	282,201.00
From Participating Jurisdictions	44,082.23	54,400.66	53,780.00	59,179.66	60,810.00	60,810.00	58,471.00	54,187.00	61,680.00
From Non-Participating Jurisdictions	---	8,000.00	10,000.00	10,000.00	10,000.00	15,000.00	30,000.00	38,000.00	40,000.00
Total Operating Cost	\$ 153,433.00	\$ 207,998.00	\$ 218,500.00	\$ 244,059.00	\$ 257,937.00	\$ 283,568.00	\$ 329,839.00	\$ 364,839.00	\$ 386,135.00

171

Source: Compiled from the official records of the New River Valley Juvenile Detention Home.

Until 1980, the local share of the operating costs was divided among the four jurisdictions on the basis of population. But after 1980, a new formula based on percentage of use was adopted because the population-based formula was viewed as inequitable.⁶⁸ Under a population formula, Montgomery County was paying more than its share of percentage used, while Pulaski County was paying considerably less. Between 1974 and 1980, for example, Montgomery County used, on the average, 30 percent of the services, but paid about 45 percent of the operating cost. Pulaski County, on the other hand, had an average utilization rate of about 43.9 percent during the same period, but only paid about 28 percent of the operating cost per year for the six-year period.

This inequity was eliminated following the adoption of the percentage-of-use formula in 1981. In 1981, for example, Pulaski paid 43.0 percent of the operating cost, while Montgomery paid 27.9 percent. These figures reflected the percentage of use for each of the jurisdictions that

⁶⁸ The move for a more equitable formula was initiated by Montgomery County Officials. Following their complaint, an eight member financial committee under the Chairmanship of Mr. Carter L. Effler was formed by the juvenile detention commission to look into the formula issue, and make recommendations for future distribution of participant costs. The Committee's recommendation for a distributional formula based on percentage of use was unanimously adopted by the Commission on October 1980.

year. The distribution of the local share of operating costs for the years 1974 through 1982 is shown in Table 34.

The final source of income for the home comes from user charges of 18.00 per day levied on non-participating jurisdictions.⁶⁹

The growing importance of this source of income is illustrated in Table 35, which shows this revenue increased from 8,000 in 1975 to 40,000 in 1982--an increase of about 400 percent, or from only 3.85 percent of the operating revenue in 1975, to 10.2 percent in 1982. In the 1974/75 fiscal year, for example, 36 percent of the services provided by the detention home went to non-participating jurisdictions. By the 1980/81 fiscal year, this figure had increased to a high of 61.1 percent. (see Table 35 for the breakdown of total use).

⁶⁹ "Non-participating jurisdiction" as used here includes any jurisdiction other than Montgomery, Giles, and Pulaski Counties and the City of Radford. It also refers to placement of juveniles in the home by the state's court.

DISTRIBUTION OF LOCAL SHARE OF OPERATING COST

BY AMOUNT AND PERCENTAGE

Source	1974		1975		1976		1977		1978		1979		1980		1981		1982	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Giles County	\$7053.16	16	8704.11	16	8604.80	16	9468.75	16	9730.00	16	9730.00	16	9355.36	16	15,028.60	27.7	15,420	25
Montgomery County	19,837.00	45	24,480.33	45	24,201.8	45	26,630.85	45	27,364.00	45	27,364.00	45	26,311.95	45	15,028.60	28	25,126	40
Pulaski County	12,343.02	28	15,238.18	28	15,058.40	28	16,570.30	28	17,027.00	28	17,027.00	28	16,371.88	28	23,352.10	43.1	17,134	27.8
City of Radford	4,849.05	11	5,984.07	11	5,915.80	11	6,509.76	11	6,689.00	11	6,689.00	11	6,431.81	11	651.60	1.2	4,000	6.5
Total Operating Cost from Local Sources	\$ 44,082.23	100	\$ 54,400.66	100	\$ 53,780.00	100	\$ 59,179.66	100	\$ 60,810.00	100	\$ 60,810.00	100	\$ 58,471.00	100	\$ 54,187.00	100	\$ 61,680	100

Source: Compiled from the official budget documents: New River Valley Juvenile Detention Home.

TABLE 35
BREAKDOWN OF TOTAL USE IN PERCENTAGES

Fiscal Year	Participating Jurisdictions	Non-Participating Jurisdictions
1974-75	64.0	36.0
1975-76	61.9	48.1
1976-77	65.0	35.0
1977-78	55.3	44.7
1978-79	42.5	47.5
1979-80	54.8	45.2
1980-81	38.9	61.1
1981-82	40.8	59.2

Source: Compiled from the official records of the New River Valley Juvenile Detention Home.

ADMINISTRATIVE STRUCTURE OF THE JUVENILE DETENTION HOME

To carry out the purposes of the juvenile detention center, a rather elaborate organization has been established. In keeping with Section 16.1-202.3--16.1-202.4 of the Virginia Code, the home is directly governed by a commission composed of representatives from each of the four participating jurisdictions, with one member from Giles County; two members from Montgomery County; two members from Pulaski County; and one member from the City of Radford. Two juvenile court judges also serve on the Commission as ex officio members.

With the exception of the two juvenile court judges who are appointed by the state's supreme court, the other members of the commission are appointed by the governing bodies of the participating jurisdictions for four year terms. The Commission sets policies for the home and selects its superintendent, who oversees day-to-day operations and prepares the budget, subject to the approval of the governing bodies of each of the participating jurisdictions.

Additional personnel required by the home are hired by the superintendent, but with the approval of the Commission. At present, the entire staff of the home consists of 19 full-time employees, and one part-time person, all of whom

were appointed in this manner. Figure 5 explains and clarifies these formal relationships.

Points Illustrated and Questions Raised

This illustrative example contributes to our awareness of the pitfalls and complexity of interlocal cooperation in the form of joint administration. It shows that decisions concerning the location of a cooperative facility can be very contentious. Parties to a cooperative undertaking compete among each other in an attempt to have the cooperative facility located in their jurisdiction.⁷⁰ In this instance, each of the localities involved were not only willing to donate land for the detention home, but also to supply such amenities as water and sewage at no cost to the home.

Second, this example shows how critical the initial stage of bargaining is to the entire cooperative process. It would have been difficult for the jurisdictions involved to go forward with the cooperation required to establish the detention center had the decision to locate the facility in

⁷⁰ It should be added, however, that the intensity of this competition depends to a certain extent upon the functional area in which cooperation is being sought. Because of its political sensitivity, competition for location of a regional landfill, for example, may be minimal. In fact, some of the parties to a cooperative agreement may even do everything possible not to have the landfill located in their jurisdiction.

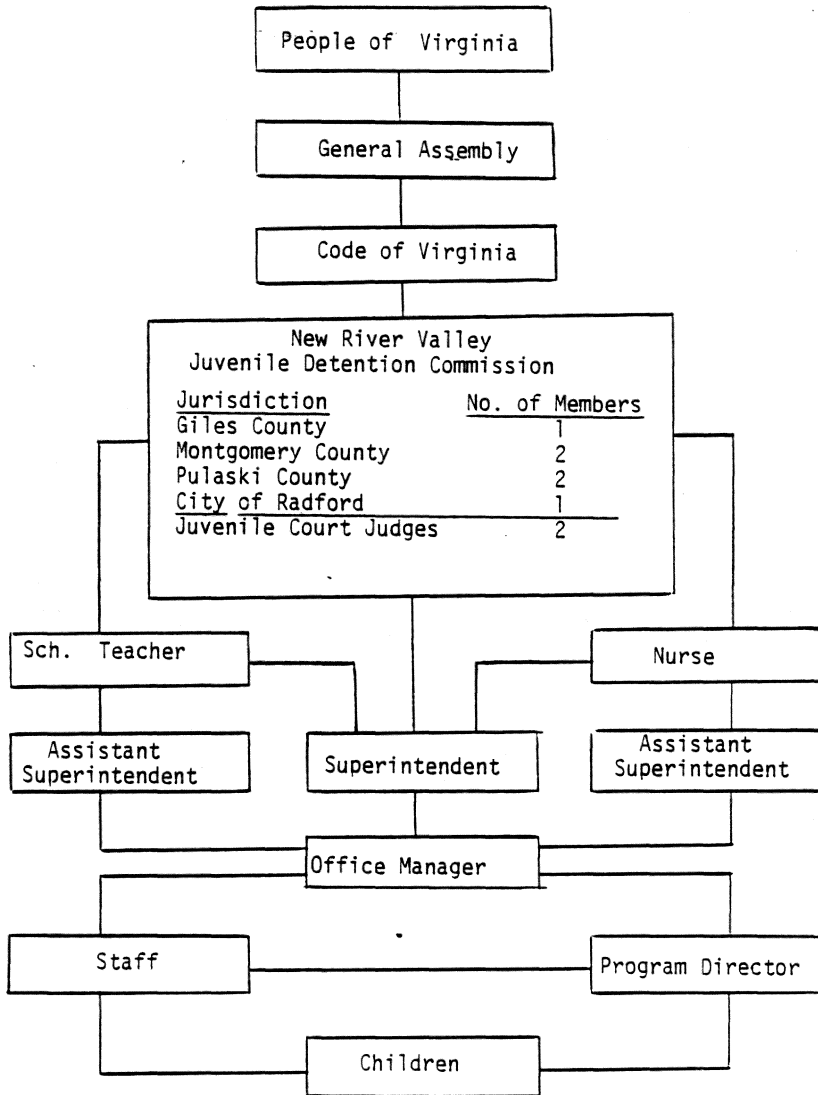


Figure 5: New River Valley Juvenile Detention Home
Organizational Chart

Montgomery County been changed to please the officials from Pulaski County. Thus, those involved in a cooperative bargaining should make every effort not to set any precedent that will make future cooperation difficult. Further, it illustrates that inequities do occur, but are correctable.

The legal basis for this example of interlocal cooperation is unique. The state code not only authorized the establishment of a regional juvenile detention commission, but it also specified the organizational structure of such a commission. Thus, unlike the other examples that will be reviewed in this chapter, the organizational setup as well as the standard organizational procedures of the regional detention center are based in the state's code, and not on by-laws adopted or contractual agreements entered into by participating localities.

Another distinctive feature of this illustrative example is the dominant role played by the federal and state which accounted for about 70 percent of the construction costs of the project. In addition, the state government is providing about 70 percent of the yearly operating costs. None of the other instances of interlocal cooperation in this chapter involves such financial support from higher levels of government. State and federal financial support for interlocal cooperation clearly varies from one

functional area to another. Tracing which form of interlocal cooperation are more likely to attract state and federal dollars and the major characteristics of such functional areas must be areas of constant concern for future investigators.

MONTGOMERY-FLOYD REGIONAL LIBRARY

This example of interlocal cooperation involves two rural counties (Montgomery and Floyd) in the functional area of library services. The agreement which established the regional library was signed by the two jurisdictions on August 11, 1975.

Background Information & Identification of a Common Problem⁷⁰

The Library in Montgomery County received its initial boost in late 1930 from the Works Progress Administration (WPA) assistance program, which provided the county's residents with public library service through the Radford Area Library.⁷² In late 1941, the WPA informed the Radford

⁷¹ This section drawn heavily from Lula Porterfield Givens, Christiansburg, Montgomery County, Virginia: In the Heart of the Alleghanies (Pulaski, Virginia; Edmonds Printing Corporation: 1981). Unless otherwise indicated, the figures and dates presented in this section are also from the above source.

⁷² The Radford Area Library was located in the City of Radford in Pulaski County.

Library Board that it would withdraw or terminate the assistance in February 1943. As a result, those jurisdictions served by the Radford Regional Library were faced with the common problem of how to continue its library services after the withdrawal of the WPA funds. Thus unlike in the other examples where federal agencies played an important role in defining and alleviating local problems, the decision of the WPA to withdraw the library funds created more problems for the jurisdictions served by the regional library.

In 1942 the General Assembly of Virginia appropriated 50,000 a year for aid to library in the State. A regional library serving two or more counties could get as much as 15,000 from this fund provided each county would contribute 10 cents for each of its citizens.⁷³ For Montgomery County, this would have meant an investment of 2,120⁷⁴ from tax dollars, in return for which the citizens could have shared in the use of 40,000 books owned by the regional library and about 400,000 books available through interlibrary loans.

⁷³ See the Code of Virginia, 1942 Chapter 23A, Section 365 1/2; and The Acts of the General Assembly of 1942, Chapter 350.

⁷⁴ This figure is based upon the population of Montgomery County in 1942, which was about 21,200. For information on the population figure, see Sara K. Gilliam, Virginia's People: A Study of the Growth and Distribution of the Population of Virginia 1607-1943 (Richmond, Virginia State Planning Board: 1944) p. 99.

Officials of the county, however, seemed uninterested. Pulaski County and the City of Radford, on the other hand, had already supported the Radford Area Library and made the appropriations necessary to continue the library services to their citizens.

On February 16, 1943, 100 residents of Montgomery County appeared before their Board of Supervisors⁷⁵ to ask that library service not be interrupted when WPA assistance was withdrawn.⁷⁶ Mrs. Roy Harmon, the group's spokeswoman, reviewed the services provided to the county by the regional library and several citizens spoke of the educational advantages of the library service. Workers in deposit stations throughout the county gave accounts of circulation of books in their communities. Although the Board seemed sympathetic and promised to consider the matter carefully, they later voted against support of a regional library on the basis of "insufficient funds."

⁷⁵ Among the members of the board who were confronted with the library issue were: R.J. Bolton, Treasurer; E.L. Roop, Commonwealth's attorney; J.S. Childress, Sheriff and A.B. Correll, Clerk.

⁷⁶ This move was spearheaded by the Chairman of the Radford Library Board, Mr. John Goldsmith; Miss Josephine Dupuy, Librarian of the Radford Library; members of the Senior and Junior Women's Clubs and the Montgomery News Messenger.

In keeping the Section 365 of the Virginia Code, which gives the citizens the right to petition for an election,⁷⁷ committees were setup by supporters of a public library in the county and petitions circulated calling for the establishment of a free library system in the county. Signatures of only 100 taxpayers were required, but over 500 were obtained. Specifically, the petition requested that the Board of Supervisors submit to the qualified voters of Montgomery County, the question of whether or not a free library should be established at the next general election. The Board responded by ordering the Electoral Board of the county to have the necessary ballots prepared.

A month before the election, all citizens had to go to the schools to register for ration books. Volunteer workers took the opportunity to explain the library issues and to distribute information. Children in costumes depicting book characters passed among the citizens, adding a certain charm to the occasion.

On election day, more than 70 percent of the citizens asked for the special ballot concerning the library; 716 voted against the proposal and 2,459 voted for it. As indicated by one commentator, this was the first vote of its kind in the Commonwealth of Virginia.⁷⁸ Never before in the

⁷⁷ See the code of Virginia, Chapter 23 A. Section 365.

state of Virginia had citizens of any jurisdiction requested their governing body through a special ballot to provide library services.

On December 21, 1943, the Montgomery County Public Library was established.⁷⁹ by unanimous resolution of the Board of Supervisors (see Appendix F for the text of the resolution) and a sum of 1,500 was appropriated for Montgomery County's portion of the expenses of the free public library through June 30, 1944.

The regional library became a reality in January 1944. A woman in charge of one of Montgomery County's new deposit stations reported to the area librarian that during the first 30 minutes that the station was open, 30 books had been borrowed. While circulation did not continue at that rate, it remained sufficiently high to prove citizen interest was genuine.

Even though Montgomery County was paying 50 percent of the director's salary, the headquarters of the Radford Area Library remained in Radford. As a result, the officials of Montgomery County felt that the county was not receiving its

⁷⁸ Lula Porterfield Givens, Christiansburg, Montgomery County, Virginia: In the Heart of the Alleghanies, p. 175.

⁷⁹ The first members of the Montgomery County Library Board of Trustee were: Mrs. Ruth Gardner, Dr. N.E. Garnett, and C.C. Shelburne.

fair share of the services provided by the regional library⁸⁰ and that the director of the regional library tended to devote more time to the people in the City of Radford and Pulaski County than she did to the residents of Montgomery County. Consequently, the county broke away to begin operation of an independent system headquarters in Christiansburg, with a new branch in Blacksburg,⁸¹

In October 1971, the Montgomery County Library extended library services to adjacent Floyd County for a period of 18 months. The program was financed by a special purpose library service grant.⁸² Toward the end of the 18 months period, the Montgomery County Library Board was deeply concerned about how to obtain funds to continue the library's services in Floyd County. At one of the regular meetings of the Board, Miss Brown, a representative from the Virginia State Library, a welcome visitor to the meeting, reported that there was a group of people in Floyd County

⁸⁰ Interview with Frances Parsons, May 3, 1983. Mrs. Parsons is a former member of the Montgomery County Board of Trustees.

⁸¹ Both Christiansburg and Blacksburg are towns in Montgomery County. and bookmobiles serving the residents of the County.

⁸² Information contained in the remaining paragraphs of this section is based on review of minutes of meetings held by the Montgomery County Library Board of Trustees and on interviews with the current director of the Montgomery-Floyd Regional Library--Kathryn I. Martens.

who were anxious to form a regional library with Montgomery County. The State official suggested that the Library Board approach the Floyd County Board of Supervisors to try to arrange some type of agreement with them for a regional library. This official then explained to the Board the economic advantage of having a regional library. She presented tabulated data comparing funding for separate county libraries and for a regional organization. The data indicates that as part of a regional library, Montgomery County Library will receive at least 17 percent more state aid and grant than it would have received as an individual county library. Thus from this example, it becomes obvious that higher levels of government (in this case the state) do not only help define local problems, but also suggest and encourage specific alternatives for solving the problems.

After the meeting, the Montgomery County Library Board reached a consensus to form a regional library with Floyd County on the following conditions:⁸³

1. That Floyd County demonstrate support for a regional library in terms of both interest and financing.

⁸³ As indicated by Parsons, there is no question that the financial incentive from the state government plays a major role in the Board's decision to form a regional library.

2. That the cooperative arrangement not affect the size of the building housing the Christiansburg headquarters.
3. That the Montgomery County Board of Supervisors approve such a cooperative arrangement.

The two counties signed a contract in 1975 to establish and operate a regional library to be known as the "Montgomery-Floyd County Regional Library."⁸⁴ A complete text of the 1975 contract is provided in Appendix G.

In April 1977, the Montgomery-Floyd County Regional Library opened its doors to the public in its new headquarters on Radford Street in Christiansburg. The headquarters of the library has sufficient shelving space to enable it to display its 32,840 volumes.

⁸⁴ According to Miss Parsons, a former member of the Montgomery Library Board, the idea of forming a regional library was well received by the officials of Floyd County. They saw the regional library as an opportunity to provide quality services that could not otherwise be provided if acted alone. As a result, the negotiation process was smooth and not time consuming.

LEGAL BASIS FOR A REGIONAL LIBRARY IN THE STATE OF VIRGINIA

According to Miss Parsons, a former member of the Montgomery County Board of Trustees, no special effort was made to explore the legal basis for establishing a regional library with Floyd County, since the County officials were already aware of that, through their participation in the Radford Regional Library. But for those not familiar with the authorization, the legal basis for participation by local units of government in a regional library is clear and definite in the state of Virginia. In part, the controlling law declares that:

Two or more political subdivisions (counties or cities), by action of their governing bodies, may join in establishing and maintaining a regional free library system under the terms of a contract between such political subdivisions, provided that in the case of established county or city free library systems, the library board shall agree to such action.⁸⁵

The law also authorizes the establishment of a regional library board and specifies its powers. For a complete text of the laws governing the establishment of regional libraries in Virginia, see Appendix H.

Indisputably, proper legal authorization was essential for such a form of local cooperative arrangement, but there was also the need for adequate funding to establish,

⁸⁵ Code of Virginia, 1950, Chapter 2, Section 421-37.

maintain and expand the services furnished by the regional library. Thus, attention is now focused on the financial operation of the Montgomery-Floyd Regional Library.

FINANCIAL ASPECTS OF THE REGIONAL LIBRARY

Although not explicitly stated in the contractual agreement establishing the Montgomery-Floyd Regional Library, each party is responsible for "all the capital costs necessary"⁸⁶ to bring the services of the regional library to its residents.⁸⁷ Thus, unlike the other cooperative efforts reviewed in this study where capital costs are shared by the participating jurisdictions, the Montgomery-Floyd Regional Library case represents yet another way of dealing with some of the financial aspects of joint operations at the local level.

The present building which houses the Library's headquarters in Christiansburg was bought and paid for by Montgomery County in 1974. The total costs of the building was 127,042. Similarly, the building that houses the Blacksburg branch of the regional library was purchased and

⁸⁶ "Capital costs" as used here refers specifically to (1) the cost of constructing, renovating, expanding or buying a building for the purpose of library services; and (2) the cost of bookmobiles.

⁸⁷ Based on an interview with Kathryn Martens, March 22, 1983.

paid for by Montgomery County and the Town of Blacksburg at a cost of approximately 550,000.

Floyd County is in the process of constructing a new building for its own branch of the Regional Library. The building is estimated to cost about 312,000, the entire cost of which will be borne by the county.

It should be emphasized, however, that the uniqueness of the Montgomery-Floyd joint operation did not extend beyond the capital costs aspect of the arrangement. The method of financing the operation of the Regional Library is essentially the same as that of the other joint operations reviewed in this study.

Operating Cost

Source of operating funds for the Regional Library may be divided into three broad categories: funds received from local units, state grants, and contributions from the federal government. Since each source has a distinct method for determining the amount it will contribute to the regional program, grants from the federal, state, and local governments are considered individually. The local contributions to the Regional Library are derived mainly from three sources: the governments of Montgomery County, Floyd County and, to some extent, the Town of

Christiansburg. The total contribution by these local units in 1982 was 266,643, or 73 percent of the total operating budget of the library complex that year. In 1978 and 1979 their share of the operating cost had been 80.0 percent and 80.4 percent respectively (see Table 36).

Although the contract does not specify a financial formula for determining the size of the contribution each jurisdiction makes costs have been shared roughly on the basis of population.⁸⁸ Thus, Montgomery County, which accounts for about 84 percent of the total population of Montgomery and Floyd Counties, has been paying an average of 85 percent of the annual operating costs (see Table 37). While Floyd County which makes up about 15 percent of the population of the two counties has been paying approximately 13 percent of the local share. In 1982, the per capita contributions of the two counties to the operating budget of the library complex were 3.50 for Montgomery County and 2.90 for Floyd County. This is well above the minimum per capita contribution required by the Virginia Library Board in order for a public library operating in the state to qualify for grants-in-aid.⁸⁹

⁸⁸ Interview with Kathryn Martens, the present director of the regional library on April 27, 1983.

⁸⁹ According to the State Library Board, in order to qualify for grants-in-aid all libraries serving more than 5,000 persons shall, in addition to other requirements, have

DISTRIBUTION OF OPERATING COSTS
MONTGOMERY-FLOYD COUNTY REGIONAL LIBRARY

Source	1975		1976		1977		1978		1979		1980		1981		1982	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Federal	25,685.00	16.1	4,609.00	3	17,602.00	9.9	11,801.00	6.3	7,671.00	3.6	21,405.00	7.8	14,757.00	4.5	24,715.57	6.8
State	11,257.00	7.1	18,905.00	12.5	20,596.00	11.6	23,807.00	12.8	34,066.00	16	35,750.00	13.1	61,298.00	18.8	72,414.00	19.91
Local	122,477.68	76.8	128,119.31	74.5	139,778.00	78.5	150,520.00	80.0	170,693.00	80.4	216,076.00	79.1	250,159.00	76.7	266,643.00	73.3
TOTAL	\$ 159,419.68	100	\$ 151,633.31	100	\$ 177,976.00	100	\$ 186,430.00	100	\$ 212,430.00	100	\$ 273,233.00	100	\$ 326,214.00	100	\$ 363,772.57	100

Source: Budget document, Montgomery-Floyd Regional Library.

DISTRIBUTION OF LOCAL SHARE OF
OPERATING BUDGET (1975 - 1982)

Source	1975		1976		1977		1978		1979		1980		1981		1982	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Montgomery County	107,215	87.5	111,786	87.3	114,217	81.7	124,717	82.9	141,887	83.1	184,704	85.5	209,274	83.7	220,343	82.6
Floyd County	1,459	1.2	13,173	10.3	15,559	11.1	21,238	14.1	23,987	14.1	26,617	12.3	32,229	13.0	33,434	12.5
Town of Christians- burg	2,000	1.6	2,500	2.0	3,000	2.2	3,000	2.0	3,000	1.8	3,000	1.4	3,000	1.2	3,000	1.1
Town of Blacksburg	3,320	2.7	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Town of Floyd	--	--	--	--	1,721	1.2	--	--	--	--	--	--	--	--	--	--
Others*	11,804	9.6	660.5	.05	5,281	3.8	1,565	1.0	1,819	1.1	1,755	.08	5,655	2.3	9,866	3.7
Total	122,478	100	128,119	100	139,778	100	150,520	100	170,643	100	216,076	100	250,159	100	266,643	100

*Includes income from monetary gifts and miscellaneous income such as fines, sale of publications, etc.

Source: Budget document, Montgomery-Floyd Regional Library.

State aid to the Regional Library follows a fixed formula.⁹⁰ Each biennium, the Virginia state legislature approves a level of funding of the amount due to local jurisdictions under the formula. In fiscal year 1981-82, the state approved a 56 percent level of funding of the formula, more than double the funding level of previous years. The effect of this tremendous increase in the state funding level is reflected in the amount of money actually received by the Regional Library complex in 1981 (see Table 37). The amount rose from 35,750 in 1980 to 61,298 in 1981--an increase of about 42 percent.

Contributions by the federal government through the Library Service Act follow a formula somewhat like that of the state. Under the federal formula, each city and county having a library system which meets the minimum requirements set by a state's library board is eligible to receive a total of thirty cents per capita for the first six hundred

local operating expenditure of at least 1.73 per capita by July 1, 1980 and 2.00 per capita by July 1, 1981, two-thirds of which must be from taxation or endorsement. This requirement was adopted by the State Library Board on October 31, 1977.

⁹⁰ State aid to regional library is calculated by the following: .35 multiplied by every local dollar budgeted to the library plus .30 per capita of area served plus 10.00 per square miles of area served. The total is then multiplied by percentage of funding of formula by state legislature (which is currently 56 percent) to arrive at the total state grant.

thousand persons served, and an additional ten cents per capita for the first six hundred thousand persons served in each additional city or county. The qualifying city or county is also entitled to a federal grant of ten dollars per square mile of area served, or a grant of twenty dollars per square mile for a library system serving more than one city or county.

The federal government also provides several special purpose grants to regional libraries. In 1981, for example, the Montgomery-Floyd Regional Library recieved a special purpose grant of 14,757 for an Adult Literacy Program. The program was carried out jointly with the Radford and Pearisburg Public Libraries.

On the whole, federal grants have provided a significant portion of the Montgomery-Floyd Regional Library operating budget. In 1982, for example, the grants accounted for about 6.8 percent of the operating cost of the library complex.

THE ADMINISTRATIVE STRUCTURE AND PURPOSE OF THE REGIONAL LIBRARY

The purpose of the Montgomery-Floyd Regional Library is similar to most municipal or county libraries. In broad terms, the purpose of the library is to make available to all the citizens of the region selected books and other informational materials which will meet their various needs.

To carry out this function, a formal organizational structure has been created. The structure is for the most part, based on the contractual arrangement which established the library (see Appendix G). Under the contract, policy-making activities are the function of the Regional Library Board, composed of nine members. The members are appointed by the respective governing bodies of the two counties, with seven members from Montgomery County and two from Floyd County. All are appointed for four year terms. At the beginning of the joint effort, however, two of the board members were appointed for a term of one year, two members for a term of two years, and the remaining members for a term of three years.

In order to execute its principal duties, the Regional Library Board of Trustees has approved bylaws governing the time and place of regular meetings and providing for special meetings. Moreover, the officers of the Board of Trustees and their duties are set forth in the bylaws. Standing committees are established and provision is made for the appointment of special committees. In addition, procedural matters, such as the order of business at Regional Board meetings, are specified in these rules. Finally, full administrative authority is vested in a director of the Regional Library by the bylaws (see Appendix I).

By provision of the bylaws, the Regional Board is authorized to employ a director. Though no specific qualifications are set forth except that the director must be a trained, professional librarian.⁹¹ No person may be appointed to the office who has not been approved by the representatives of the cooperating governmental units.

In addition to overseeing the day-to-day operation of the Regional Library as set forth in the bylaws, the director also prepares a monthly report to the governing bodies of the participating counties covering, but not limited to, information on library circulation, financial activities, and a narrative of the significant events occurring during the month.

The director also prepares several yearly reports which are sent to the State Library Board. Among the yearly reports are: (1) a financial report; (2) a statistical report; (3) an anticipated income report; (4) a capital income report; (5) a report on federal/state special purpose grants; (6) a report on personnel classification; and (7) a list of the regional library board members--who they are and when their terms expire.

⁹¹ Based upon an interview with Kathryn Martens, the present director of the Regional Library, a trained, professional librarian is one who has been certified by the State Library Board.

One of the things clear in the organizational design of the Regional Library is that the counties retain powerful control over the selection of its director. Additional personnel required by the library program are appointed by the Regional Library Board upon the recommendation of the director. Presently the equivalent of 16 full-time employees are working for the Regional Library, all appointed in this manner. The 16 full-time equivalents are composed of 11 full-time and 20 part-time employees, at the Montgomery County Branch and one full-time and three part-time employees at the Floyd County Branch. The Regional Library employed a total of three professional librarians in 1980, all of whom work at the Library headquarters in Christiansburg. Figure 6 explains and clarifies the formal organizational structure of the Montgomery-Floyd County Regional Library.

Point Illustrated and Questions Raised by the Example

One of the distinctive features of this illustrative example is the role played by the residents of Montgomery County in bringing the library issue to the local agenda. Although the residents did not directly recommend interlocal cooperation as an alternative method for dealing with the library problem, the case does show that local residents can be important actors in a cooperative process.

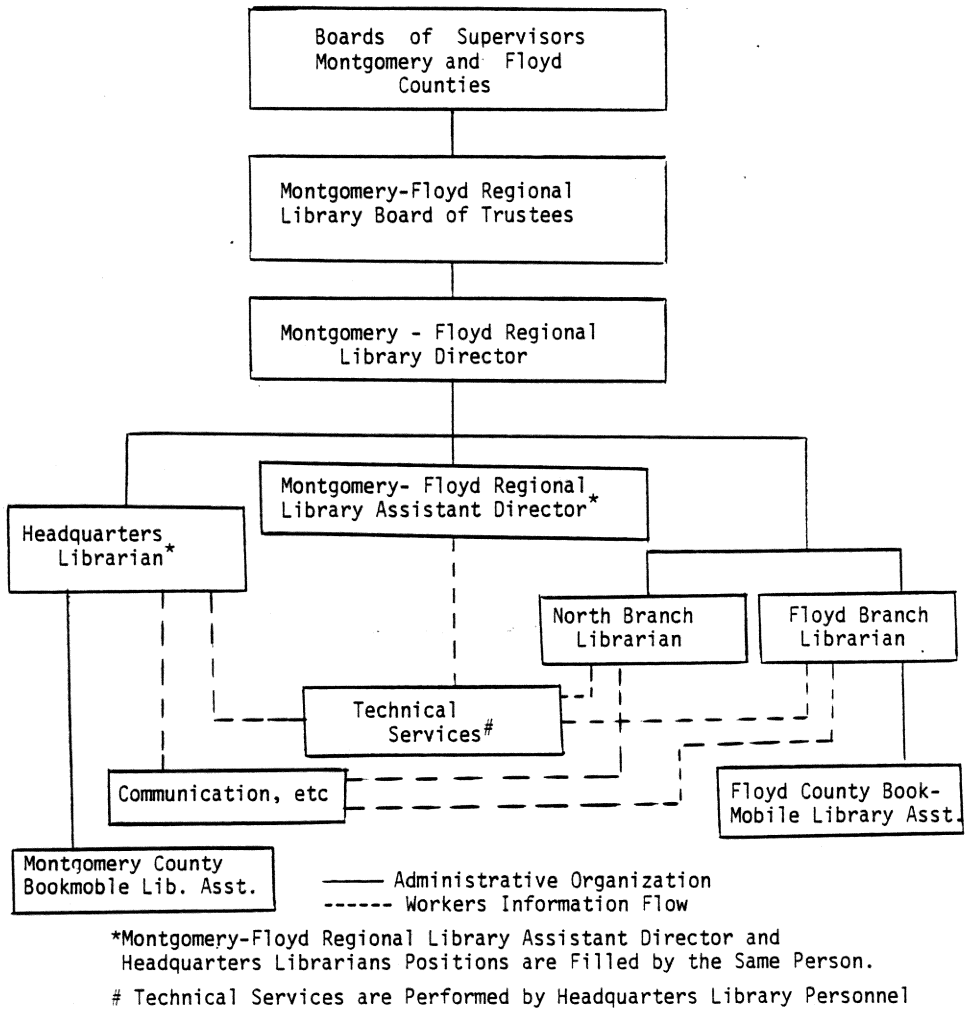


Figure 6: Montgomery-Floyd Regional Library Organizational Chart

The example also demonstrates the importance of communication and information in a cooperative process. One is left to wonder whether the regional library could have been a reality if Montgomery County had not been informed about the advantages of a regional library, or if the County had not communicated its intent to cooperate in that functional area to the officials of Floyd County. Organizational intelligence and effective communication are not only a prerequisites for the establishment of a cooperative activity, they are also necessary for the continuous and normal operation of the facility.

Another lesson to be learned from the example centered on its financial arrangement. As indicated, each party to the agreement is responsible for all the construction costs necessary "to bring the services of the regional library to its residents." This financial arrangement contrasted with that of the other illustrative projects where capital costs are shared by the participating jurisdiction.

Finally, this example also shows the important roles of higher levels of government in defining and suggesting solutions to local problems.

ROANOKE VALLEY REGIONAL LANDFILL

This cooperative effort involves three metropolitan/urban jurisdictions (Roanoke County, Roanoke City and the Town of Vinton) in the functional area of solid waste management and disposal. The twenty years agreement establishing a regional facility was entered into by these jurisdictions on July 29, 1975.

Background Information and Identification of a Common Problem

Up until the first half of 1975, the area was served by two major landfills,⁹² one located in the Town of Vinton, and the other near Dixie Carverns in Roanoke County. The former was used by Vinton and the City of Roanoke, while the latter was used primarily by Roanoke County.

After many years of operation, the landfills began to run out of space for refuse, creating an urgent need for new landfills in the Roanoke Valley area. Development of a new sanitary landfill or expansion of existing ones is not an easy undertaking. In addition to the economic costs involved, local officials must also deal with the political sensitivity of the project. Experience has shown that

⁹² The information provided in this section was based on a personal interview with Mr. D.L. Woodson, the manager of the regional landfill, and Donald Flander, Roanoke County administrator.

considerable opposition develops whenever a new landfill is proposed do to fears of nearby residents that the project will create environmental hazards. With this concern in mind, it became obvious that the most immediate problem the three jurisdictions had to solve was that of finding suitable sites that would arouse the least amount of public opposition. A proposal for a regional landfill was made by the Roanoke County Officials to Roanoke City and the town of Vinton. This proposal was well received by the two jurisdictions, especially the City of Roanoke. Their quick endorsement of the regional landfill proposal is not surprising. A site within the Roanoke City limits was completely out of the question for two reasons: (1) there was not enough open and suitable land within the City limits and (2) the population density of the City was comparatively high.⁹³ Thus any attempt to develop a new landfill within the City limits would generate much public opposition, than a similar attempt in the County. These two reasons undoubtedly had a significant influence on the decision of Roanoke City officials to work with the County to find a solution to the solid waste problem confronting the region.

⁹³ In 1980, for example, the City had a population density of 2,336 persons per square mile, compared to 297 persons per square mile in Roanoke County.

Legal Basis of the Roanoke Valley Regional Landfill

Having agreed to establish a regional landfill, the three jurisdictions diverted their attention to the question of legal basis for such an undertaking. The exploration of the legal basis was done by the Fifth Planning District Commission of Virginia. Their findings indicated that sufficient legal authority exists in Virginia for the establishment and operation of a regional landfill. A review of the Virginia Code did confirm the commission's findings. But unlike the other examples presented in this study, there is nothing in the Code of Virginia providing specifically for a joint undertaking in the functional area of solid waste disposal. However, there are two sections of the Code which may serve as legal bases for the Roanoke Valley Regional Landfill. Section 15.1-21 of the Code provides for the joint exercise of powers by political subdivisions in the state. According to this section:

any power or powers, privileges or authority exercised or capable of exercise by any political subdivision in the state of Virginia may be exercised and enjoyed jointly with any other political subdivision of this state and with any political subdivisions of another state.

Since municipal corporations in Virginia are empowered to collect and dispose of garbage and other refuse,⁹⁴ it can be

⁹⁴ Section 15.1-857, of the Virginia Code, 1950.

argued that it is perfectly legal, in accordance with Section 15.1-21 of the Virginia Code, for such municipal corporations to exercise their garbage collection and disposal powers jointly.

Another section of the Code that may provide a legal basis is Section 15.1-305, which states that:

any two or more of the counties, cities, and towns of this state through their respective boards of supervisors or councils may enter into such contracts and agreements as they may deem proper for or concerning the acquisition, construction, maintenance and operation of any project.

The phrase "any project," can be interpreted to include any public project in the state provided it is carried out within the framework of state law. And since the collection and disposal of garbage and other refuse is well provided for in the state Code, it can be argued that "any project," includes solid waste disposal projects.

In the final analysis, although the State Code does not provide specifically for joint/regional solid waste disposal, there are, certain provisions in the Code which make this kind of undertaking legal.

Feasibility Study and Cooperative Bargaining

Following the exploration of the legal basis, a feasibility study was conducted. After examining several sites in the Roanoke Valley area, a 244-acre site along Route 618 near the Blue Ridge Parkway in the Southeast portion of Roanoke County was chosen as the location for the regional landfill (See Figure 7). Some of the reasons for selecting this site were:

1. Its soil and drainage conditions meet the State's standard for a landfill.
2. The area is large enough and can be used as a landfill for a number of years.
3. The area has few residents.
4. Less resistance from nearby residents.

Having selected the site, the three jurisdictions began negotiating on the financial and the administrative structure of the regional effort. The negotiation process resulted in a three-party "formal" agreement to establish and operate a regional landfill (see Appendix J for the text of the agreement).

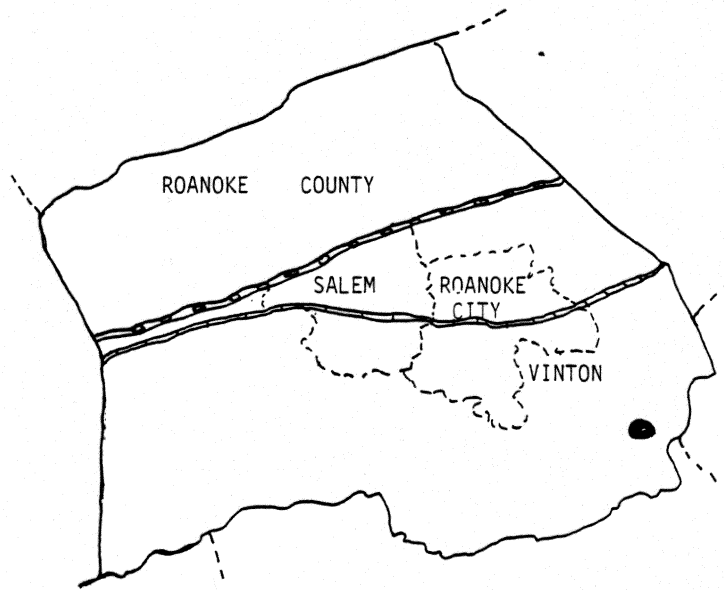


Figure 7: ● Location Roanoke Valley Regional Landfill

FINANCIAL ASPECTS OF THE ROANOKE VALLEY REGIONAL LANDFILL

The establishment of the Roanoke Valley Regional Landfill involved both capital and operating expenses. The initial capital outlay which included the costs of appraisal, acquisition, soil and engineering tests, insurance, equipment, construction, and other costs incurred in the preparation of the site was 1,291,376. The capital cost also includes 120,000 to run the landfill during its first three months of operation.

This capital investment was shared among the participating jurisdictions on the basis of their estimated volume of waste. It was estimated that about 64 percent could come from the City of Roanoke, 31.2 percent from Roanoke County, and 4.8 percent from the Town of Vinton. The costs were shared in the same percentages.

The operating cost is derived from charges levied per ton of refuse delivered by both participating and non-participating local jurisdictions. (Currently, 6.00 and 7.25 respectively.)

The contractual agreement authorizes the Board to set the rate to cover the cost of operation and set aside a certain percentage of the revenue⁹⁵ for equipment

⁹⁵ The percentage of revenue set aside for the replacement of capital equipment depends upon the average depreciation rate for all such equipment used to operate the landfill.

replacement. Currently, the total assets of the landfill were valued at 1,676,644, with a replacement account balance of about 154,590. Unlike the other examples of cooperation reviewed in this study, no federal or state money was expended.

Since the revenue generated depends in part upon the volume of refuse, a close examination of tonnage seems appropriate. Table 38 shows that the yearly volume received has not fluctuated significantly since 1977. One major implication is that any additional revenue needed for the operation (either as a result of inflation or as a result of some unforeseen contingencies) must come from raising the rate charged. As it stands now, any substantial reduction in the volume of refuse will leave the governing board with little choice but to raise the rate. Just how much the customers are willing to pay has not yet been tested.

Clearly the Roanoke Valley Regional Landfill is setup in the same fashion as a private enterprise. Except for the initial capital outlays, the project pays for itself. The fees are set so as to pay not only for operations, but for the replacement of capital equipment as well. Thus, unlike the other cooperative undertakings presented in this study, representatives of the jurisdictions involved in the Landfill agreement do not have to consult elected officials

REGIONAL LANDFILL TONNAGES

Year	J U R I S D I C T I O N								
	City of Roanoke		Roanoke County		Town of Vinton		Private Users/Sources		Total
	Tonnage	% of Total	Tonnage	% of Total	Tonnage	% of Total	Tonnage	% of Total	Tonnage
1977	64,590	63	17,429	17	3,076	3	17,429	17	102,524
1978	71,112	64	17,778	16	4,445	4	17,778	16	111,112
1979	73,533	66	18,940	17	3,342	3	15,598	14	111,413
1980	70,535	66	17,099	16	4,275	4	14,962	14	106,871
1981	69,120	64	18,360	17	3,240	4	16,200	15	108,000
1982	73,232	66	17,753	16	4,434	4	15,538	14	110,958

Source: Compiled from data provided by the Roanoke Valley Regional Landfill.

for approval of their share of the annual operating budget for the regional endeavor.

ORGANIZATION AND PURPOSE OF THE ROANOKE VALLEY REGIONAL
SOLID WASTE MANAGEMENT BOARD

The purpose of the Solid Waste Management Board as stated in the agreement is to administer and operate a sanitary landfill or landfills as a joint, cooperative undertaking for use by all the participating jurisdictions. In line with Chapter 6, Title 32.1, Article 3 of the Virginia Code and with the Federal Resource Conservation and Recovery Act of 1976, the Board is expected to:

1. Provide adequate solid waste collection and disposal facilities for all solid waste generated in the Roanoke Valley area.
2. Assure environmentally sound, cost-effective disposal and/or recovery processes to protect the public health and the environment.
3. Maximize the recovery of materials and energy from solid waste, while conserving natural resources.

To accomplish these goals, some sort of formal organizational structure is necessary. This need was addressed in the contractual agreement establishing the Regional Landfill. It specified the organizational framework (see Appendix J). The Management Board is

comprised of residents of the participating political subdivisions, who are appointed or elected by their respective governing body: six members,⁹⁶ with three from the City of Roanoke, two from Roanoke County, and one from the Town of Vinton.

To provide for staggered terms of office, the initial terms of the members were set as follows:

- City of Roanoke - - - - - 1 four-year term
- Roanoke County - - - - - 1 three-year term

- City of Roanoke - - - - - 1 two-year term
- Town of Vinton - - - - - 1 two-year term
- Roanoke County - - - - - 1 one-year term

- City of Roanoke - - - - - 1 one-year term

These terms commenced on August 1, 1975, and upon the expiration of each initial term of appointment, members of the Board were reappointed for terms of four years each.



⁹⁶ It should be pointed out that the total number of people who make up the Board is subject to change, depending upon increases or decreases in the population of the political subdivisions represented on the Board. The process for determining the number of members the Board will have following an increase in population is clearly spelled out in the contract. It is also stipulated that on no occasion should the number exceed eleven.

The Board is required to elect one of its members to serve as chairperson and another as secretary for terms of one year each. The Board's preference is to have a chairperson who is not employed by the government. Since two of the six members of the Board are usually appointed from the private sector, this office rotates between the two nongovernmental officials.⁹⁷ Elections are held each year within thirty days after the terms of newly appointed Board members begin.

The chairperson oversees all of the Board's activities and is directly accountable to the Board. The fact that the Board has an even number of members raises the question of what to do in the event of a tie vote. To resolve this problem, the chairperson has been given a voting power which can only be exercised when the Board is confronted with controversial issues. In other words, the chairperson does not vote in all the issues brought before the Board.⁹⁸

The Board is solely responsible for the management and operation of the Regional Landfill. They make rules and regulations pertaining to the operation of the facility as they deem necessary and appropriately. The Board also hires all persons needed to ensure proper operation. The facility

⁹⁷ Interview with Mr. D. L. Woodson, the current Manager of the regional landfill on April 28, 1983.

⁹⁸ Ibid.

currently has fourteen full-time and three part-time employees, all under the direct control of the board with regard to all matters except the payment of wages, salaries, workman's compensation, and other fringe benefits. These exceptions are presently performed by the City of Roanoke at a mutually agreed upon fee, averaging around 100 to 125 a month.

Figure 8 shows the formal organizational structure of the Regional Landfill, as well as the dominant role of the Board in formulating policies. However, the proper and effective implementation of these policies is the responsibility of the solid waste disposal manager hired by and reporting to the Board.

Although nothing was said in the formal agreement about the qualifications and duties of the manager, these are specified in the policies and procedures manual which was approved and adopted by the Board. In addition to carrying out the policies of the Board in accordance with federal, state and local regulation, duties of the manager also include: supervising landfill personnel and their operation and maintenance of heavy equipment; preparing and administering budgets; and directing the daily disposal of solid waste material in accordance with methods prescribed by the Board. The incumbent is expected to plan and inspect

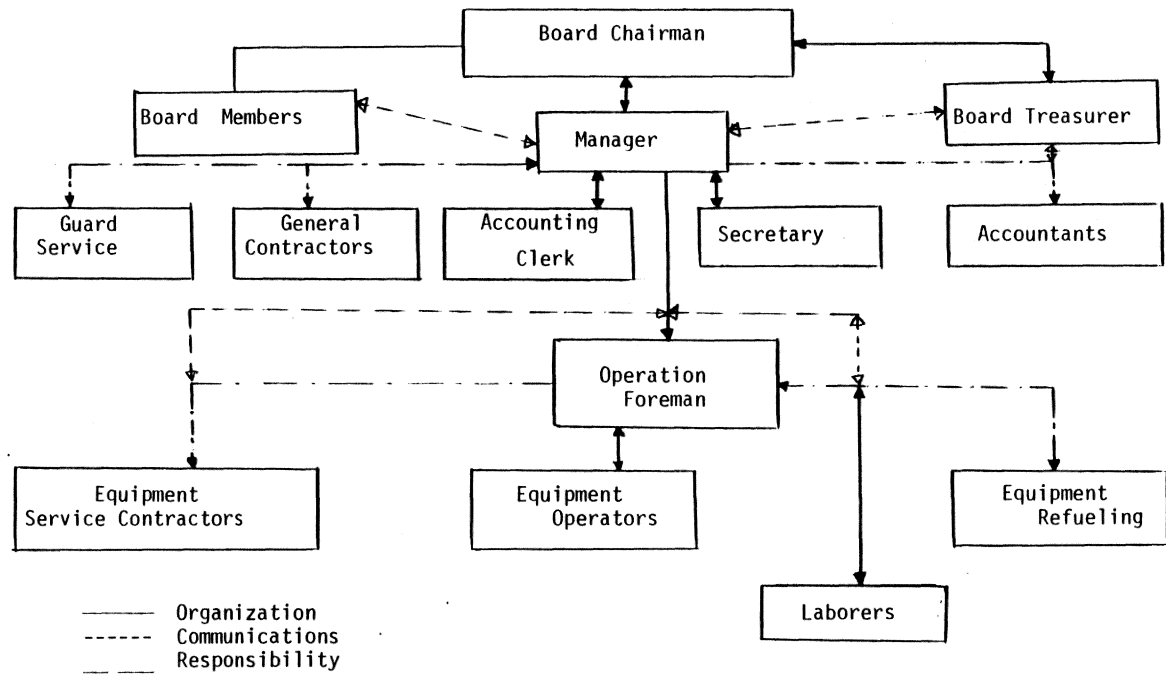


Figure 8: Roanoke Valley Regional Solid Waste Management Board: Organizational Chart

all work performed, to answer citizen complaints and to make presentations before civic organizations on disposal matters.

Among the qualifications sought for in a disposal manager, and indicated in the policies and procedures manual are:

1. Considerable knowledge of heavy equipment and earth works.
2. Considerable knowledge of administrative and financial techniques.
3. Ability to plan and supervise the work of both skilled and unskilled personnel.
4. Skill in establishing and maintaining good working relationships with governmental officials in other agencies.
5. Two years of college or related experience with emphasis in either civil engineering or business administration, and experience in business management and/or construction techniques, including supervisory experience, or any equivalent combination of training and experience.

Points Illustrated and Questions Raised by the Example

One distinctive feature of this project is that it is organized in the same fashion as a private enterprise. Except for the initial capital outlays, the project pays for itself with all operating costs derived from charges on materials delivered to the landfill, with the board of the landfill having sole power to set the rates. Thus, unlike the other cooperative efforts reviewed in this paper, the annual operating budget does not have to be approved by the elected officials of the participating jurisdictions. This makes the management of the regional landfill less political than the examples presented previously.

The example also shows that interlocal cooperation can be carried out without any financial assistance from the state and/or federal government. The establishment and the operation of the regional landfill did not involve any federal or state funds. All the funds needed to establish the facility were furnished by the participating jurisdictions.

ROANOKE COUNTY-SALEM JAIL

This cooperative effort is an example of interlocal cooperation in the functional area of jail services. The political subdivisions involved are Roanoke County, Craig County and the City of Salem. The contractual 25 year agreement which established the regional jail was signed by the participating communities on August 8, 1977.

Background Information and Identification of a Common Problem

Prior to the development of the regional facility, the County had only a small jail located in the rear of the Courthouse in Salem.⁹⁹ Built in 1900 to accommodate 14 inmates, the jail was used jointly by Roanoke County and the City of Salem. It's capacity was later doubled by installation of double-deck bunks, and in 1970, the average daily population reached 24. Periodically full capacity was exceeded, with the population reaching 40 or more.

The jail was a two-story structure which provided 17 square feet per detainee, approximately half of the square footage recommended by the state.

⁹⁹ Information provided here was based on interviews with Donald Flander, Roanoke County administrator, C.S. Foster, Roanoke County Sheriff and Donald Meador, Chief Corrections Officer, Roanoke County-Salem Jail. The dates of the interviews are presented in Table 11.

Craig County, had a relatively new jail located in the rear of the County Courthouse in New Castle. Although it had a capacity of four detainees and an average daily population of one, the jail had no shower facilities and, in accordance with state standards, could not be used to detain prisoners for periods of more than two days. Meals for the detainees were prepared by the Sheriff's wife in her home adjacent to the Courthouse.

This background information points to two major problems which confronted the localities prior to the construction of the joint facility in 1980: space and facilities were inadequate; and neither jail met state requirements.

The Jails Superintendent of the State Department of Welfare and Institutions addressed the failure to meet state standards in a letter to D. H. Scott, the Director of the Fifth Planning District Commission of Virginia,¹⁰⁰ dated September 24, 1970. The Superintendent commented specifically:

State requirements, which are minimal, require single cell occupancy and a minimum of seventy square feet of floor space in the housing area for

¹⁰⁰ The Fifth Planning District Commission is the official regional planning agency for the Roanoke Valley area. The political subdivisions served by the Commission are Alleghany, Botetourt, Craig and Roanoke Counties, the Cities of Clifton Forge, Covington, Roanoke, Salem and the Town of Vinton.

prisoners. Neither Roanoke City nor Roanoke County jails meet these requirements. Further, proper visiting facilities must be provided. None of the above jails meet these requirements. Provisions shall be made to properly segregate females from males, both adult and juvenile. This can be accomplished to a degree in all of these jails, but not completely. There are areas in which these jails do not meet requirements....Of course, none of the above listed facilities have space for recreation or vocational rehabilitation.¹⁰¹

In response, the Planning Commission authorized a study of correctional needs in the Roanoke Valley area.¹⁰² The study area included Roanoke and Craig Counties, and the municipalities of Roanoke, Salem and Vinton. The study, which was carried out in 1972, confirmed: that the principal facilities for detention of prisoners in the region, the jail in Roanoke City and Roanoke County, were severely overcrowded.¹⁰³ In addition to not meeting State Standards, the jail facilities did not provide for the needs or the realities of criminal justice system or of the

¹⁰¹ Wilbur Smith and Associates, Regional Correction Program, prepared for the Fifth Planning District Commission, Roanoke, Virginia, 1972. The letter was a feedback to the Fifth Planning District Commission following the state's inspection of the jail facilities.

¹⁰² The study was financed with a grant from the Law Enforcement Assistance Administration, U.S. Department of Justice.

¹⁰³ The study was conducted by Hellmuth, Obata and Kassabaum in association with Wilbur Smith and Associates, architectural and planning consultants of Washington, D.C.

prisoners themselves. A recommendation was made for a regional approach to the provision of correction facilities and programs. The study also reveals that adequate legal authority exists in the state for such a joint facility. It was further recommended that the suggested regional jail be built on approximately 45 acres of privately owned agricultural land adjacent to the Macke Vending Company along I-581. This site is three miles from Roanoke City Municipal building and five miles from Roanoke County Courthouse. This site was rejected by Roanoke County, however, because it wanted the jail near its Courthouse.¹⁰⁴

Although County officials rejected the proposed site, their reaction to the general concept of a regional approach to corrections facilities and programs was favorable and an agreement was signed on August 8, 1977, by the Roanoke County, the City of Salem and Craig County to construct, operate and maintain a "regional" jail,¹⁰⁵ located near the County Courthouse in Salem (see Appendix K for the text of the agreement). According to Sheriff Meador, the negotiation process leading to this agreement was friendly. This is to be expected since Roanoke County and the City of

¹⁰⁴ Interview with Major Donald E. Meador, April 28, 1983.

¹⁰⁵ "Regional" is used here in a limited sense in that it does not include all the political subdivisions recommended in the 1972 study.

Salem (the major parties to the agreement) have had along history of cooperation in many functional areas. Construction began in November 1978, and in October 1980 the facility was dedicated and occupied.

Pending completion, however, Roanoke County had to deal with the immediate problem of overcrowding in its old jail. To alleviate this problem, the County contracted separately with Botetourt County, Montgomery County, Alleghany County and the City of Clifton Forge to use their jail facilities temporarily. The texts of these agreements are basically the same (see Appendix L for a sample of the agreement). All of the agreements were entered into in 1977. Under the terms of the agreements, Roanoke County paid each of the other localities an agreed upon fee per prisoner, per day, ranging from 5.00 to 5.54. The County also paid directly or reimbursed each jurisdictions for medical expenses incurred on behalf of Roanoke County prisoners. Although the total amount spent by Roanoke County in contracting for prison services over a three-year period (1977 through 1979) is not known, the amount spent in 1979 was put at 27,000.¹⁰⁶

¹⁰⁶ Interview with Major Meador, April 28, 1983.

The Roanoke County-Salem Jail was completed in late 1980. With a total capacity of 110 inmates, the new facility houses an average of 80 inmates per day; prisoners from Roanoke County account for more than 80 percent of this daily average.

LEGAL BASES FOR REGIONAL JAIL IN VIRGINIA

As revealed in the earlier study, adequate statutory authority exists in Virginia for the provision and operation of local or regional corrections systems. The major law governing such projects can be found in Article 5, Section 53.1-105 of the 1950 Code of Virginia as amended in 1982. The statute provides that any combination of two or more counties or cities may establish, maintain and operate a regional jail or jail farm. Provision is made for a representative regional board to supervise its operation and be responsible for the appointment of a superintendent, the hiring of guards, and other related needs.¹⁰⁷

The so-called "Service District Act, Title 15.1, Article 3 of the Virginia General Statutes, conceivably offers another legal basis for the establishment of corrections facilities to serve governmental units on a regional basis. This broad Act seems unnecessarily

¹⁰⁷ See Section 53.1-106 of 1950 Virginia Code as amended in 1982.

cumbersome, however, in view of other existing enabling legislation and, furthermore, was hardly intended for such a limited purpose as the establishment of corrections facilities and services.

Finally, Title 3 of the Virginia general statutes also permits counties, cities and towns, singly or in combination, to enter into agreements with the Department of Welfare and Institutions which authorize the Department to operate the jail in those jurisdictions (Section 53.1-81). The same Title (Section 53.1-83) also provides for the Commonwealth to reimburse each local governmental unit participating in a regional jail for one-half of the costs for construction or enlargement of jails to meet established standards. The provision goes on to add that such reimbursement may not exceed:

1. One hundred thousand dollars for any jail or regional jail facility with a capacity of thirty-five or less beds.
2. Two hundred thousand dollars for any jail or regional jail facility with a capacity of more than 35 beds and less than 100 beds.
3. Three hundred thousand dollars for any jail or regional facility with a capacity of 100 beds or

more.¹⁰⁸

FINANCIAL ASPECTS OF THE ROANOKE COUNTY-SALEM JAIL

The method for sharing the construction and operating costs of the Roanoke County-Salem Jail is clearly defined in the contractual agreement. In keeping with the agreement, all costs, after deduction of state and federal funds associated with construction of the jail were shared between Roanoke County and the City of Salem on the basis of population. Based upon this formula, Roanoke County contributed 77.28 percent of the construction cost, while the City of Salem contributed 22.72 percent. Although Craig County is a party to the agreement, its contribution was limited to the funds it received from the state because of its participation in a regional jail.

The total construction cost of the project was approximately 5,300,000. Of this amount, the state paid 75,000,¹⁰⁹ which is roughly 1.42 percent of the cost. The

¹⁰⁸ Since the Roanoke County-Salem Jail was completed in 1980 and Section 53.1-83 was not adopted until 1982, the participating jurisdictions did not benefit from its provisions. Instead, each unit received only 25,000, the maximum reimbursement allowed under the existing law, regardless of the jail's capacity.

¹⁰⁹ As indicated earlier, each of the participating jurisdictions received 25,000 in state funds for the construction of the facility, which adds up to a total of 75,000.

remaining 5,225,000 came from local sources, with Roanoke County providing 4,039,880 or about 77.28 percent of the local contribution.

The costs to operate the new jail are substantial. In 1981-82, for example, expenses totaled 1,220,000. Of this amount, about 1,000,000 or 82 percent of the operating budget was expended for salaries and fringe benefits. Another major item in the operating budget includes utility bills and food costs, which accounted for 15 percent of the 1982 budget.

The day-to-day operation of the Roanoke County-Salem Jail is financed primarily by revenue from state grants and user fees paid by governmental units. The latter group includes the federal and the state government, as well as participating and non-participating local jurisdictions.

An examination of the 1983/84 proposed operating budget reveals that of the 1,370,255 requested, 220,070 (about 16 percent) is expected to come from the state government by way of grants, and 84 percent from using governmental units. Currently, the daily fee charged to participating jurisdictions (Roanoke County, Craig County and City of Salem), is 13.50 per inmate. The charge is 20.00 per inmate for non-participating governmental units including the federal and state governments.

ORGANIZATION OF THE REGIONAL JAIL

To accomplish the goals and objectives of the regional jail, qualified and competent workers must be hired; rules, orders and procedures must be written and implemented; and a proper balance must be maintained between the factors which Chester Barnard calls contributions and inducements.¹¹⁰ In short, to accomplish such goals, some kind of formal organization must be established.

In contrast to the other cooperative undertakings reviewed in this study, the contractual agreement for the Regional Jail gave little attention to administrative aspects, with the exception of a statement that said "upon completion of the construction of said jail, the facility shall be in the exclusive custody and control of Roanoke County." The administrative structure, however, was given considerable attention in the Jail's policies and procedures manual. In keeping with the provision in the regional agreement, the administration of the Regional Jail is handled solely by Roanoke County and so the City of Salem

¹¹⁰ Contributions, as used by Barnard refer to those activities performed by members of an organization which are directed toward the maintenance and survival of the formal organization. Inducements are rewards offered by a formal organization to motivate its members to contribute to the organization's survival. For further discussion, see Chester I. Barnard, The Functions of The Executive (Massachusetts: Harvard University Press, 1979), pp. 38-81.

and Craig County have no role in the day-to-day operation of the Jail.

At present, the Regional Jail is headed by a single executive officer, the Chief Deputy of Roanoke County to whom all employees and functional units report. He is responsible to the Chief Deputy, who in turn is responsible to the County Sheriff, who is responsible to the Roanoke County Board of Supervisors (see Figure 9 for the formal organizational chart of the Regional Jail). The Chief Deputy prepares the budget and hires all personnel needed to run the Regional Jail. Currently, the facility employs a total of 61 workers, including 43 correctional officers, who are in charge of security for the regional facility; 15 treatment personnel (see Figure 9 for a list of those staff members in this category); 2 cooks; and 1 secretary.

The fact that the Regional Jail is administered solely by Roanoke County raises certain legal questions. According to the Code of Virginia as amended in 1982,

a regional jail shall be supervised and managed by a board to consist of at least one representative from each political subdivision participating therein who shall be appointed by local governing body thereof.¹¹¹

¹¹¹ Article 3, Section 53.1-106 of 1950 Code of Virginia as amended in 1982.

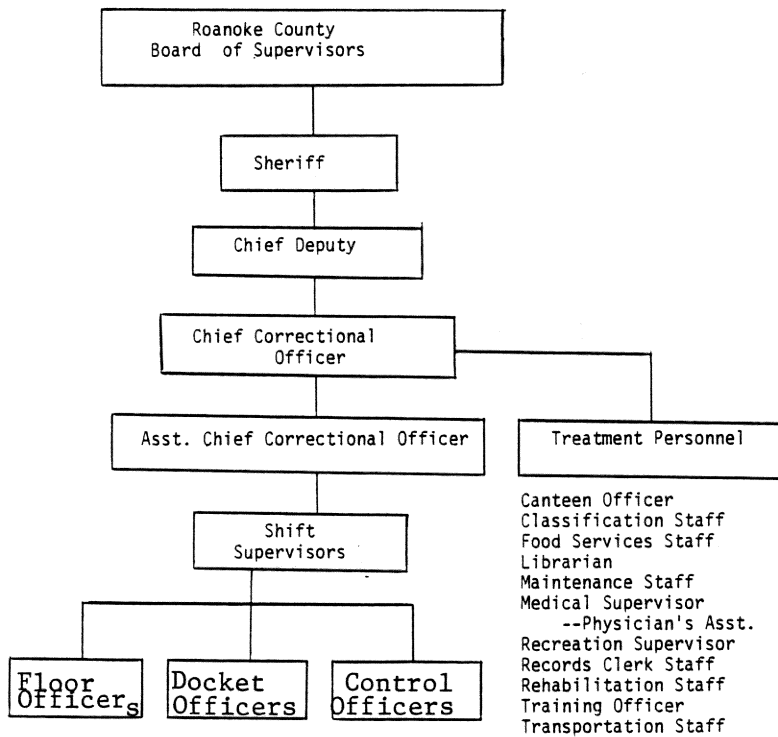


Figure 9: Chain of Command For The Roanoke County-Salem Jail

As shown in the foregoing analysis, the present organizational arrangement of the Roanoke County-Salem Jail does not conform to this provision. The legal basis for the organizational structure of the Regional Jail can be found in Section 53.147 of the Virginia Code, which permits one governmental unit to assume responsibility for providing and operating a corrections facility sufficient to house detainees from multiple counties and municipal units on a contractual basis. However, this section of the Code was deleted in 1982, thus raising an important question about the current legality of the organizational structure of the Regional Jail. At issue here is whether it is legal under Virginia law for the organizational arrangement of a regional jail to be based on a deleted section of the Code. Apparently, this question has not yet been addressed by the jurisdictions involved or by the state. Furthermore, Sheriff Meador, the Chief Corrections Officer of the regional jail did not see anything illegal with the administrative setup of the regional facility.

While there is nothing to suggest that the current organizational framework of the Roanoke County-Salem Jail is causing or has caused resentment on the part of any of the participating jurisdictions, it may be, nevertheless, essential for the governmental units concerned to examine

critically the legality of the whole administrative system of the regional facility in order to avoid any possible confrontation with the State Department of Corrections.

Points Illustrated and Questions Raised by the Example

This cooperative effort presents readers with an alternative way of administering a cooperative facility. In the previous example, the administration of the regional facilities is carried out by a board whose members were appointed by the elected officials of the participating communities. But in the Roanoke County-Salem Jail case, the administration of the facility is done solely by the Roanoke County, with no representatives from the other participating jurisdictions (City of Salem and Craig County). In other words, the regional jail did not result in the establishment of a new institution to oversee its operation.

This project also demonstrates that higher levels of government (federal and state) can play a major role in not only defining local issue, but also in bringing the issue to a local agenda. As can be recalled from the previous illustrative example, the problems which led to the cooperative undertaking were brought to the local agenda by the residents of the area, or by the elected officials, or by the administrators. But in this particular project,

state officials played an important role in calling the attention of local officials to the problem of jail facilities in the area. This indicates that higher levels of government are also key actors in an interlocal cooperation process.

Chapter V

PROCESS MODEL OF INTERLOCAL COOPERATION IN VIRGINIA

The literature review, personal interview, survey data, and the illustrative examples suggest that there is an identifiable process of interlocal cooperation and that the model surprisingly looks like a rational comprehensive model¹¹² (see Figure 10). It should be emphasized that the model is not definitive. It is rather a heuristic model which aims at identifying and suggesting some possible relationships between cooperative variables in the state of Virginia.¹¹³ The stages suggested in the model also follow a

¹¹² Rational comprehensive models of decision-making have developed primarily within the discipline of economics and the administrative sciences. The basic assumptions of this type of model are deeply rooted in, and consistent with, modern societies in the (1) the model is based on the idea that people are economically rational beings; (2) its basic philosophy is one of positivism; and (3) it embodies an attitude of optimizing, i.e., the idea that "things can turn out for the best." The goal of the rational decision-making process is to establish the most efficient, effective and economical means to achieve policy objectives. This model is cited most commonly as the ideal way to reach decisions in terms of selecting the best alternative from among all the possible alternatives to accomplish a given objective. It should also be pointed out that the rational decision model has been criticized as being more prescriptive than descriptive. For further discussion on the subject, see, for example, James E. Anderson, Public Policy-Making 2nd Edition (New York: Holt, Rinehart and Winston, 1979) pp. 9-11.

rational approach to decision-making. No claim is made that every cooperative effort must pass through all the stages. The sequence of events suggested in the model may be reinforced or refuted by future studies.

As correctly pointed out by some scholars,¹¹⁴ the major problems inherent in a model of this type relate to its indefiniteness and its inability to specify the effects that different variables will have on the end product. Without this specificity in the roles of different variables, little else can be determined except that cooperation involves the variables identified, and the process follow the stages depicted in the model.

Given the model's limitations, it should be recognized that there are many more interactions going on in a cooperative process than are revealed by the model. In spite of these limitations, however, it is hoped that the explication of the variables, the interrelationships and the stages of cooperation will contribute to a better understanding of the process of interlocal cooperation in

¹¹³ Although most of the interview was done on joint service delivery, the model is suggestive enough because joint service delivery is the most comprehensive form of interlocal agreement. It involves all the stages identified in the model.

¹¹⁴ See, for example, Leigh Edmund Grosenick, "The Many Faces of Interlocal Cooperation: A Test of the Social and Economic Status Theory" (Ph.D. Dissertation, The University of Minnesota, 1968):90-94.

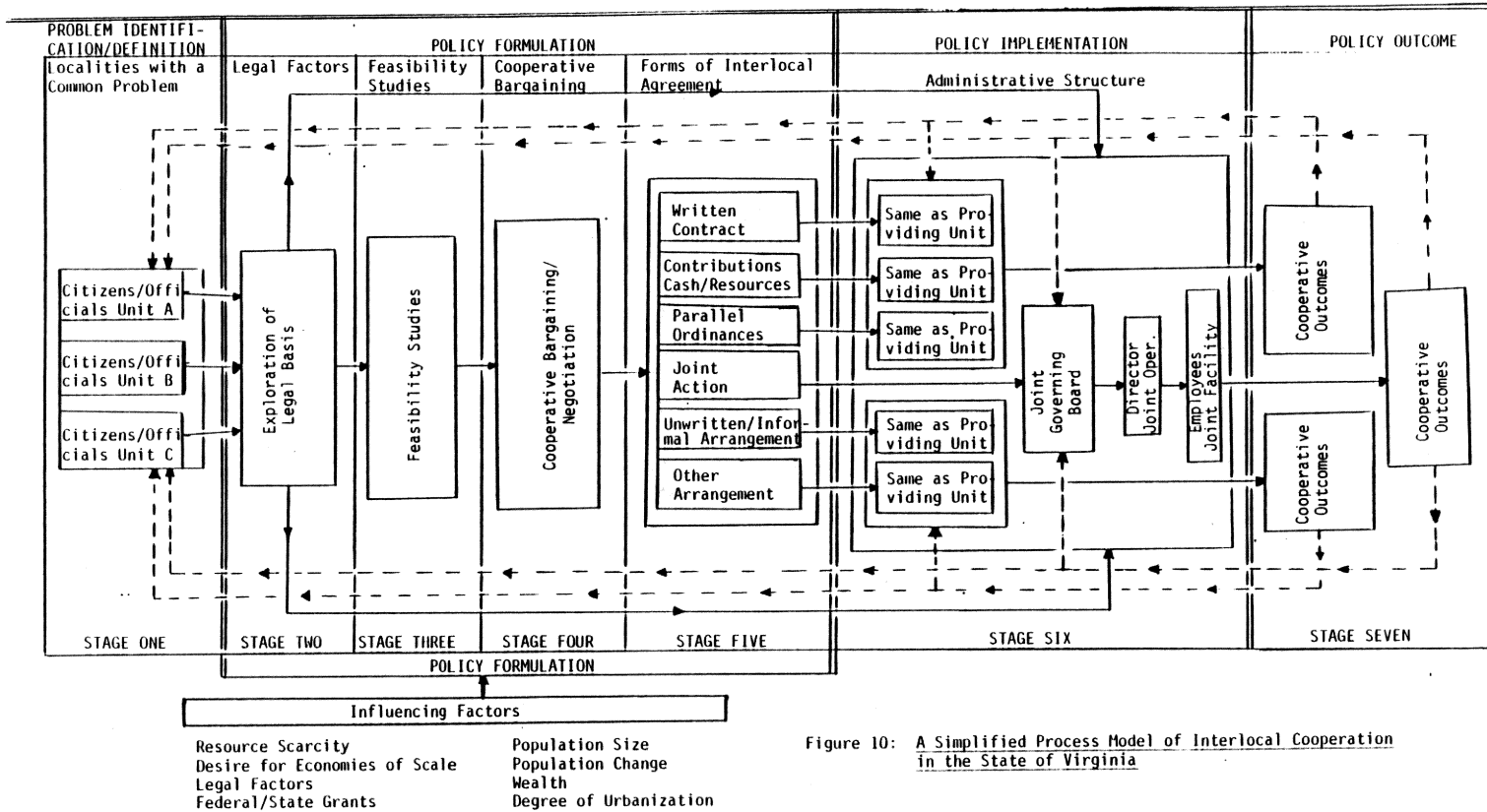


Figure 10: A Simplified Process Model of Interlocal Cooperation in the State of Virginia

the state of Virginia.

EXPLANATION OF THE MODEL

As shown in the model, the process of interlocal cooperation in the state of Virginia passes through seven stages:

- Stage one: Identification of a common problem by two or more localities.
- Stage Two: Exploration of the legal basis for a cooperative effort.
- Stage three: Feasibility studies.
- Stage four: Cooperative bargaining/negotiation.
- Stage five: Interlocal agreement
- Stage Six: Implementation of cooperative agreement.
- Stage seven: Cooperative outcomes.

Each of these stages will be discussed in turn.

Stage One: Identification/Definition of a Common Problem

Every case of interlocal cooperation begins when two or more local jurisdictions identify and define common problems that are perceived to be less efficient through the unilateral action of local government. It should be acknowledged, however, that problems do not arise without cause, but at the same time, the designation of situations as problems are made by the individuals concerned. As is the case with most public issues, problems which can be addressed by interlocal cooperation are defined and brought

to the local agenda by one or more of the following groups of people within a local jurisdiction:

- Citizens
- Public administrators
- Politicians (elected policy-makers)
- Professional groups
- Private groups
- Officials of higher levels of government.

The roles of these groups of people in choosing interlocal cooperation as a means of solving certain problems are illustrated well in the cases presented in this study. As can be recalled, the problems which led to cooperative actions in these cases were defined mainly by (1) citizens in the case of the Montgomery-Floyd Regional Library; (2) citizens and elected officials in the case of the New River Valley Juvenile Detention Home; (3) administrators and elected officials in the case of the Roanoke Valley Regional Landfill, and (4) administrators, elected local officials and officials of a higher level of government in the case of the Roanoke County-Salem Jail.

It should be pointed out, however, that the process of identifying and defining a common problem does not by itself constitute a sine qua non for interlocal cooperation. In addition to identifying and defining a common problem, an

individual or a group of people within the jurisdiction must initiate a cooperative action. In the state of Virginia, this initiative is exercised most often by administrators or elected officials. And as revealed by the survey data, the most important reason given by these local officials is perceived economies of scale.

Factors Influencing Interlocal Cooperation in Virginia: The decision to engage in cooperative action is influenced by such factors as resource scarcity, a need for economies of scale, statutory provisions, political considerations, federal-state grants, population size, population change, wealth and degree of urbanization. It seems logical to assume that once a problem is defined and placed on the agenda, its solution would come from within the governmental unit experiencing the problem. The independence of local governments is based upon this principle. However, one of the products of their separateness is the inability of many local governments to generate adequate resources to solve the pressing problems confronting them.

The illustrative examples presented in this study demonstrate, implicitly or explicitly, that cooperative agreements are frequently entered into because at least one of the partners to the cooperative effort does not have the

resources¹¹⁵ available to solve certain problems, and that by combining resources, two or more units can solve their problems jointly. This was particularly true in the case of the Juvenile Detention Home. None of the four jurisdictions involved had the resources, especially money, to construct and operate such a "modern" facility on its own.¹¹⁶ In the case of the Regional Library, it was Giles County which did not have the money to provide such services on its own; in the case of the Roanoke County-Salem Jail, it was the City which lacked funds; and in the Regional Landfill case, Roanoke City did not have the land required for a sanitary landfill.

It should be emphasized, however, that whether or not a community decides to muster the resources necessary to solve a problem or provide a service is determined by the policy-makers and is entirely dependent upon the specific nature of the problem and the resources required to solve it. Thus, even if a community might be able to afford to solve a problem by itself, the priority ranking of that problem might be so low and the utility in solving it so marginal that the community may choose not to use its own resources

¹¹⁵ The term "resource" includes such things as money, trained personnel, equipment, specialized facilities, buildings, land, and time.

¹¹⁶ Interview with Montgomery County administrator, Betty Thomas, March 18, 1983.

exclusively.

In the case of the Roanoke County-Salem Jail, Roanoke County had all the resources needed to construct and operate such a facility on its own, but chose instead to provide the services jointly with the City of Salem and with Craig County as a sign of "good will" to its neighboring communities.¹¹⁷ In any event, before any cooperative agreement is made, at least one unit of government will have encountered a problem that it was incapable of solving or was unwilling to solve on its own, either because of a lack of adequate resources or because investment in the solution would not generate an acceptable return on the investment.

Interlocal cooperation in the state of Virginia is also influenced by a desire to take advantage of economies of scale, which include low production costs, low costs of raw materials, low administrative and overhead costs, and improved chances of obtaining loans. As indicated in Chapter Three, of the 167 jurisdictions which responded to the question concerning reasons for entering into interlocal agreements, 126, or over 75 percent listed economies of scale as the driving force behind their decisions to engage in cooperative efforts.

¹¹⁷ Interview with Sheriff O.S. Foster, April 14, 1983.

Statutory requirements and provisions constitute another reason for local units in Virginia to engage in cooperative efforts. Thirty, or over 17 percent, of those jurisdictions responding to the questionnaire indicated that they have entered into cooperative agreements because of statutory requirements.

Also, the Commonwealth of Virginia has provided material incentives for cooperation through the passage of legislation facilitating cooperation and through grant-in-aid programs that require cooperation before the aid is given. Nearly all of the officials interviewed during the case studies admitted that one of their reasons for entering into cooperative action was to take advantage of state or federal grants. Depending upon the focus and strength of state and federal stimuli for cooperation, this variable might well determine whether cooperation will become a permanent device for the adjustment of local problems or only a step in an evolutionary trend toward more centralized local government.

Other factors found to have some influence on interlocal cooperation in the state of Virginia include population size, population change, wealth, education, and degree of urbanization. As already pointed out in Chapter Four, the correlation between these variables and

participation in interlocal agreement in the state is very weak indeed.

Finally, the mere desire to find a solution to a problem may serve as an important motivation for interlocal cooperation. This point cannot be overemphasized, given the fact that each of the cooperative agreements reviewed in this study was directed at solving some local problem.

Furthermore, it is obvious that for two or more local governmental units to cooperate, they must communicate their desires to each other. The Montgomery-Floyd Regional Library, for example, could not have been a reality if Montgomery County had not communicated its interest in cooperation to Floyd County. Communication is, therefore, an important prerequisite for every instance of interlocal cooperation.

Stage Two: Exploration of the Legal Basis for Interlocal Cooperation

Once a decision is made to cooperate, the next stage in the cooperative process is to determine if interlocal cooperation in the functional area being considered is permissible under state law and if all of the jurisdictions wishing to cooperate can do so under the law. Essentially, this stage calls for a thorough understanding of the state's constitutional and statutory provisions concerning

interlocal cooperation. This, of course, includes an understanding of the ways in which these provisions have been interpreted and applied by the courts.

If an exploration of the legal aspects reveals that there is no legal authorization for the type of cooperative arrangement being considered, the local jurisdictions concerned may try to persuade the state legislature to pass a law that will permit such cooperation. This was the course of action taken by the City of Radford and Pulaski County before they could enter into their 1978 tax sharing agreement. In all of the examples reviewed in this study, however, sufficient legal authority did exist as a basis for these cooperative activities.

Stage Three: Feasibility Studies

The establishment of a legal basis for a particular cooperative activity leads to another stage in the cooperative process, and that is determining whether the activity is economically feasible. Usually, an outside consultant is hired to conduct the feasibility study. Fees for such a study are paid either by the localities wishing to cooperate or by the state and/or federal government through grants. Assuming that the feasibility study indicates that joint provision of a function or service is

the most economical or desirable course of action, the next stage in the cooperative process is cooperative bargaining.

Stage Four: Cooperative Bargaining-Negotiation

At this stage of a cooperative process, negotiations are opened so that parties contemplating the joint undertaking can identify and express their views on terms and conditions of the cooperative agreement. Some of the key items considered during negotiations are:

1. The type of interlocal agreement to be used
2. How the cooperative activity is to be financed
3. The formula for determining the local share of the cost of the cooperative activity
4. The type of administrative arrangement to use in implementing the agreement
5. Who will provide the services
6. The location of the cooperative facilities
7. Procedures for admitting other local jurisdictions into the agreement.
8. The duration and conditions for termination and amendment of the agreement.

Since each participant is likely to have different views on these matters a major problem frequently encountered at this stage of a cooperative endeavor is that of balancing these

different views in such a way that none will fare worse as a result of the cooperative activity.

To arrive at this "balance" point is, of course, not an easy task. It requires, among other things, that members of the negotiating team in each of the participating localities be (1) active listeners, (2) able and willing to empathize with the positions of others, and (3) flexible in their views. The fact that all of these conditions are not always present in cooperative bargaining makes the consensus requirement of interlocal cooperation its major drawback. One participant can, theoretically, destroy the "effectiveness" of any joint action by refusing to accommodate the views of other participants. This was almost the case in the New River Valley Juvenile Detention Home project when representatives from Pulaski County opposed the decision to locate the Home in Montgomery County and demanded that the original vote to locate the Home in Montgomery County be voided and that a second vote be taken.

Stage Five: Forms of Interlocal Agreement

Successful cooperative bargaining usually results in a cooperative agreement. Six types of cooperative agreement have been identified in the state of Virginia. There are written contracts, joint actions, contributions of cash

and/or other resources, parallel ordinances or resolutions, unwritten/informal agreements and other arrangements. Each of these agreements was discussed in detail in Chapter Two.

Written contract, joint action, and unwritten/informal agreement are the forms of interlocal agreement most widely used in Virginia. As reported in Chapter Three, these forms of agreement accounted for over 60 percent of the total cases of participation in interlocal agreement included in the survey. It was also found that Virginia cities tend to use written contracts and joint action agreements more often than do either counties or towns; counties tend to use contributions of cash and/or other resources more often than cities and towns; and towns tend to use unwritten/informal agreements, parallel ordinances or resolutions, and other arrangements more often than cities and counties.

Stage Six: Administration of Interlocal Agreement

Once a particular form of interlocal agreement has been adopted, the next stage in a cooperative process is implementation of the agreement. Essentially, this amounts to creating a formal organization to carry out the cooperative activity. The structure of the organization will depend to a large extent upon the form of agreement adopted and the statutory provisions concerning it. With

the exception of the agreement for joint action, the other forms of agreement shown in the process model do not always result in the creation of a new bureaucratic institution. Implementation of these other forms of agreement, in most cases, is performed by the existing administrative structure of the providing unit.

In contrast, agreements for a joint cooperation usually requires setting up a new and joint bureaucratic structure. As indicated earlier, this type of agreement accounted for 190, or 10 percent, of the total number of cases of participation in interlocal agreement reported in the survey. Generally, a director is hired to administer the day-to-day operation of the joint endeavor. This director is appointed by, and is responsible to, a governing board made up of representatives from the participating communities. Members of the board are usually appointed by the governing body of the jurisdictions concerned. The director also prepares an annual budget and hires additional personnel to operate the joint facility. As already seen in some of the illustrative examples, the directors' budgetary and hiring decisions are subject to approval by the governing bodies of the participating communities. In the Montgomery-Floyd Regional Library and the New River Valley Juvenile Detention Home cases, for example, members of the

joint boards must consult their elected officials for approval of their shares of the yearly operating budgets of the cooperative facilities.

Some joint operations are organized in the same fashion as private enterprises. What this means is that they are structured in such a way that the joint facilities will generate sufficient revenue to cover most of their operating expenses. This type of organizational arrangement tends to make the administration of a joint facility less political. A classic example of a joint operation as a private enterprise is the Roanoke Valley Regional Landfill. With the exception of the initial capital outlays, the Landfill pays for itself. The fees charged to customers of the Landfill are high enough to pay not only for the operation of the landfill, but also for the replacement of capital equipment necessary for its routine operation.

In addition to generating enough revenue to pay for itself, there are at least two other conditions that must be met in order for a joint facility to be considered a private enterprise. First, the services provided by the joint undertaking must be measurable in terms of dollars. This is accomplished essentially by establishing fees that will be charged to those utilizing the facility. In the Regional Landfill case, for example, customers are charged by the ton

for refuse or other garbage materials deposited in the Landfill. Where such concrete means of measurement are lacking, as is the case with library services and with the juvenile detention home, it becomes difficult, if not impossible, to arrive at fair prices for services rendered through the regional facilities. Secondly, the externalities¹¹⁸ generated by the cooperative venture must be minimal. In a classic market equilibrium, the optimum quantity of goods produced and consumed is determined by the interacting forces of supply and demand. However, when externalities, or spillovers, exist, not all of the costs and benefits are reflected in the supply and demand curves. Those costs and benefits not reflected in the curves must be settled through other means. In most public organizations, this settlement takes the form of political negotiation. Thus, the higher the externality of a cooperative operation, the less likely it will be that such a facility will be organized as a private enterprise.

Each of the illustrative examples points to the fact that most joint operations are based on a sort of federal principle. The administrative structure of such operations

¹¹⁸ Externalities, or spillover effects, refer to economic effects which accrue to entities outside of those units directly involved in an activity or transaction. Externalities can involve gains or losses, and are referred to as "positive externalities" or "negative externalities" respectively.

must be tailored to fit the policy-making activities that exist on two levels with each level maintaining independent powers. Intermeshed with these policy-making bodies is the local governing body in each of the participating jurisdictions. Although these potentially intricate relationships may be characteristic of voluntary cooperative activity, they play havoc with an administrator's traditional concepts of a single, clear line of authority and responsibility.

The term "dual subordination" is particularly appropriate in this instance. The directors of regional facilities have two administrative superiors--one at the regional level and a second at the local level. Thus, the functions of regional administrators are a bit more complex than traditional theory recognizes. In fact, the thesis of Paul H. Appleby describes the duties of regional administrators, since he asserts that "it is a principal function of public administrators to reconcile and to mesh the functions of politicians and the functions of experts in the service of society."¹¹⁹

¹¹⁹ Paul H. Appleby, Policy and Administration (Alabama: University of Alabama Press, 1949), p. 47.

Stage Seven: Cooperative Outcomes

Every cooperative process produces certain kinds of outcomes. Ideally, these outcomes are fed back to the participating jurisdictions and to the administrative components of the process, thus making interlocal cooperation an ongoing process.

The entire cooperative process can be explained within the context of policy analysis. As shown in the process model, identification of common problems by two or more governmental units is similar to the problem identification and definition stage of policy analysis. Exploration of the legal basis, feasibility studies, cooperative bargaining, and selection of a type of cooperative agreement correspond to the policy formulation stage of policy analysis. Administration of a cooperative agreement is similar to policy implementation. And finally, cooperative outcome corresponds to policy outcome.

Chapter VI

CONCLUSIONS

Several important conclusions concerning interlocal cooperation in the state of Virginia can be drawn from the state-wide survey. These conclusions are presented and discussed under six broad categories.

Virginia Local Governmental Units and Participation in Interlocal Agreement: Two important conclusions can be made under this category: (1) Virginia counties and towns participate more often in interlocal agreement than do cities, and (2) there is more cooperation between counties and towns than between any other combinations of governmental units in the state. These findings stand in direct contrast to that of the National Association of County Officials (NACO) discussed earlier, in which the greatest amount of cooperation was found to occur between cities and counties.¹²⁰ The question then is: Why are Virginia's findings different than those of the NACO? To answer this question, one must understand the uniqueness of Virginia's system of local government.

¹²⁰ However, it is difficult to compare Virginia's findings with that of NACO because Virginia's definition of cities and towns are different from that of NACO.

Unlike in other states in the union where cities are to some extent under the influence of the counties in which the cities are located, under the Virginia's system of local government, cities are completely independent of the counties. Also, under the Virginia's system of local government, while towns may provide a variety of services, the ultimate responsibility for services provision rests with the counties in which the respective town is located. With such a governmental arrangement, it is almost inevitable that there will be more cooperation between counties and towns than between any other combinations of governmental units in the state.

The finding that Virginia counties and towns participate more often in interlocal agreement than do cities should also not come as a surprise, since the number of counties and towns in the state far out numbered that of the cities. As can be recalled from Chapter Two, there are only 41 cities in Virginia as opposed to 95 counties and 189 towns.

Location and Participation in Interlocal Agreement:

Although most of the reported cases of interlocal cooperation in the state of Virginia came from nonmetropolitan localities, on a proportional basis, however, there is no appreciable difference between

metropolitan and nonmetropolitan jurisdictions in the state with respect to interlocal cooperation. This is a clear refutation of Leduc's finding in Indiana and Birkhead's finding in New York. As can be recalled from Chapter One, in each of these studies, metropolitan localities were found to have more cases of cooperative activities than do nonmetropolitan localities.

Virginia's Localities and Forms of Interlocal Agreement:

The state-wide survey provides three important conclusions under this category. First, written agreement, contracts and unwritten/informal arrangements are the three most widely used forms of interlocal agreement in Virginia. Second, Virginia Cities tend to use written agreement and contract, while counties are more apt to use contributions of cash and/or other resources as a means of interlocal cooperation; and towns most often use written/informal agreements. Finally, metropolitan communities in Virginia tend to use written agreements and contracts more often than do nonmetropolitan areas, while nonmetropolitan communities participate in unwritten/informal agreements more often than do metropolitan ones.

Since adequate attention has not been given to these particular aspects of interlocal cooperation in the past, these findings represent a potential area of research for

students of intergovernmental cooperation. Some of the basic research questions that need to be explored thoroughly within the context of localities and forms of interlocal agreement used are: (1) Are Virginia's findings applicable to other states in the union or are the findings unique to the state of Virginia? (2) Why do various local governmental units tend to use some forms of interlocal agreements more often than others? and (3) Why do metropolitan and nonmetropolitan localities tend to use some forms of interlocal agreement more often than others? Needless to say, answers to these questions will go a long way to improve our understanding of interlocal cooperation.

Functional Areas and Interlocal Cooperation: There are three major conclusions under this category. The first of these conclusions is that public safety is the major functional area in which interlocal cooperation occurs in the state of Virginia. This finding, to some extent, reinforces that of Zimmerman. In his 1973 nation-wide survey on interlocal cooperation, Zimmerman finds that the largest number of interlocal service agreements reported involve jails and detention homes.

The second conclusion is that Virginia cities tend to cooperate more in the functional areas of health and welfare, while towns form more agreements in the areas of

administration and public safety. Counties tend to be relatively active in interlocal cooperation in virtually all functional areas. It should be emphasized that in order to make any general statement from this conclusion, further research on the issues raised by the conclusion has to be conducted in other states.

The final conclusion under this category is that in the state of Virginia, joint operation occurs more frequently in those public services requiring large capital outlays, e.g., detention home, library services, airport and other transportation services. This finding is consistent with that of Meisenhelder and Lovelace discussed in Chapter One. In their nation-wide survey, Meisenhelder and Lovelace found that complex and expensive functions are subject to the greatest degree of cooperation.

Economic and Demographic Variables and Interlocal Cooperation: An important conclusion here is that although population size, education, median household income and market value of real estate are all directly related to interlocal cooperation in Virginia, these relationships are very weak indeed. In some respects, this finding is in agreement with that of Edgar Leduc discussed earlier. Unlike Leduc's study, however, this study went a step further and provides details on strength of the

relationships between the economic and demographic variables mentioned above and interlocal cooperation. More study needs to be done in this area in different settings.

As can be recalled from Chapter Three, these four independent variables jointly explained less than 26 percent of the variation in participation in interlocal agreement in the state of Virginia. This is rather a very low percentage, indicating that there are other important variables not accounted for in the study which may have some influence on interlocal cooperation in the state.¹²¹ Thus, mere stating that interlocal cooperation and certain economic and demographic variables are directly or indirectly related is not enough. Researchers on the subject must also provide information on the strength of the relationship. Any conclusion on the subject that ignores the latter could be misleading.

¹²¹ Other variables not included in the study that have been found to have some influence on interlocal cooperation in other states are: (1) the proximity of local governmental units; (2) active leadership; (3) governmentally fragmented area; (4) attitude of local residents' toward interlocal cooperation; and (5) financial contributions of higher levels of government. For more discussion on these variables, see Edmund Grosenick, "The Many Faces of Interlocal Cooperation." Unpublished Ph.D. dissertation, University of Minnesota, 1968.

Another important conclusion under this category is that contrary to Leduc's finding in Indiana, there is no appreciable difference between jurisdictions gaining population and those losing population with respect to interlocal cooperation in Virginia. Lastly, per capita market value of real estate is the single most important demographic variable considered in the study which influences interlocal cooperation in Virginia.

Other Aspects of Interlocal Cooperation: The state-wide survey shows that an overwhelming majority of local officials in the state considered economies of scale to be the major driving force behind their communities' interlocal agreement. This finding again reinforces that of Zimmerman, in which he found that with near unanimity, the reason checked by local officials surveyed for entering into an interlocal agreement was to take advantage of perceived economies of scale.

The state survey also reveals that the two major reasons for reluctance or unwillingness on the part of governmental units in Virginia to enter into interlocal cooperation are concern for potentially inequitable apportionment of costs, and limitations upon autonomy. This finding confirms that of Zimmerman and that of Dye discussed in Chapter One. But at the same time, it runs contrary to

the general conception held by many students of Virginia local government, that the state's annexation process is the major factor inhibiting interlocal cooperation in the state.

One general conclusion that can be drawn from the state-wide survey is that interlocal cooperation is widely recognized in the state of Virginia as a public management technique, and it is used more frequently today than it has been in any other period since 1971 when the state began to keep records. In 1971, for example, the total number of participation in interlocal agreements reported in the state was only 488, but by 1983, it has increased to 1,919--an increase of over 290 percent or 24 percent annually. This raises the questions of: Why is interlocal cooperation on the increase in Virginia? and Why is it seen by public officials in Virginia as a viable management alternative? To answer these questions, one must look beyond the state of Virginia to a broader picture of public management in America.

Public management in America can be said to have passed through three distinct stages similar to the ones identified by Allen Schick in his article on budgeting reform.¹²² The first stage is the control orientation stage. The emphasis

¹²² Allen Schick, "The Road to PPB: The Stages of Budget Reform," Public Administration Review, 26 (December 1966): 243-258.

here was on control of government purse and accountability. The period in history that best exemplified the control orientation stage was the first quarter of the nineteenth century. The second stage is the management orientation stage. The emphasis at this point was on effective management of government programs. This stage was most visible after the Second World War and the New Deal when the American government assumed major responsibility for providing several social programs. Due to the increased number of government program at this period, public managers were primarily concerned with how to manage the various programs effectively. The third stage is the planning orientation stage. The emphasis here was mainly on long-range planning of government activities. Planning orientation dominated the second half of the 1960s.

Today, public management in America has entered into a fourth stage which is orientated towards "cutback management." Although this stage began during the first oil embargo in the early 1970s, it was not until 1978 that scholars¹²³ of public management were able to identify it precisely. The movement from planning orientation to cutback management orientation was triggered mainly by the problem of declining resources that many states and local

¹²³ Levine, "Organizational Decline and Cutback Management,"

governments in America are facing or have been facing since the beginning of the 1970s. Some of the factors which contributed to this problem have already been discussed in Chapter One.

A major distinguishing factor between this stage and the previous is that in cutback management, public administrators are called upon to manage with declining rather than growing resources. In other words, the emphasis is on how to manage with less resources. And one of the management techniques that has been employed by many local officials (including those in Virginia) in an attempt to realize this objective is interlocal cooperation. This technique is seen as an attractive because it may (1) save money; (2) allow for economies of scale; and (3) permit some communities to obtain services they could not provide themselves.

Interlocal cooperation will remain a viable public management technique as long as local governmental units in America continue to suffer from what James O'Connor has called "fiscal crisis."¹²⁴ But every subsequent use of interlocal agreement brings us closer to a serious debate on its philosophical base. At issue here is the question of

¹²⁴ In its simplest form, fiscal crisis is said to exist when government revenues are not keeping pace with its expenditures. See James O'Connor, The Fiscal Crisis of the State (New York: St. Martin's Press, 1973).

how the technique fits with the democratic principle. Already a prominent scholar¹²⁵ of public management has charged that interlocal agreements complicates the local governmental system and may make it less responsive to the needs and wishes of citizens.

As a final remark, it should be pointed out that interlocal cooperation is a difficult concept to define precisely. Instances of interlocal cooperation vary from setting to setting. As a result, it may be a little difficult for someone to replicate this study.

In addition to the conclusions drawn from the state-wide survey the illustrative examples have also contributed to our understanding of a cooperative process. The cases demonstrated clearly that cooperative patterns and practices in Virginia cannot be placed within a standard framework. In fact, each case example illustrates the diversity to be found in jointly conducted activities. Conversely, an important thread of similarity connecting these functional activities is the fact that local governments influence and conduct cooperative efforts in their own best interests while, at the same time, participating in associations concerned with the interests of larger areas.

¹²⁵ Joseph Zimmerman, "Meeting Service Needs Through Intergovernmental Agreements," Municipal Yearbook, 88.

The reciprocal adjustment of these interests, however, is often a difficult task. This is so because interlocal cooperation is linked inextricably with the environment in which it is practiced. The extent, character, and conduct of interlocal cooperation depend upon the ability of participating governments to reconcile and mesh their self-interests with the goals of larger associations, while operating within the established environment.

Because interlocal cooperation variables are, for the most part, environmentally determined, the pattern of cooperation which is developing in Virginia may be quite different from that in other states. The Virginia pattern results from unique combinations of variables in the area, which probably will not be found elsewhere in an identical pattern. It should be added, however, that despite the diversity in cooperative variables, there are some general conclusions that can be drawn from the widespread use of interlocal cooperation to solve public problems, including the following:

1. Cooperation is particular to subject-matter and problem. Each different type of cooperation requires community inputs of different variables. The extent of the problem, the statutory provisions concerning the cooperative activity, and the available resources

of the cooperating governments will be a major factor in determining the nature of the final organization, administration, and financing of the cooperative venture.

2. Cooperation will tend to occur among units of local government in areas where opportunities for cooperative activities are present. Such opportunities can be found in the existence of problems which are interpreted as insolvable through the unilateral action of local government; economies of scale can be affected; state laws authorizing cooperation; demographic factors that influence cooperation; and the willingness of local decision-makers to work cooperatively with neighboring jurisdictions.
3. As cooperation gradually redefines the service boundaries of local units of government, citizen control over local policy in the areas of cooperation gradually diminishes, though it never completely disappears.

FINAL REFLECTION

Interlocal cooperation is a difficult concept to define. What might constitute an instance of cooperation in one jurisdiction may be overlooked in another. But regardless of how interlocal cooperation is defined, the technique has a great potential as a public management alternative, especially at this time of cutback management. Interlocal cooperation, especially the joint delivery of services form is particularly attractive for various reasons. Among them are:

1. It may permit some communities to obtain services they could not provide themselves, without compromising on their autonomy.
2. It may create better coordination and assure less duplication and overlap.
3. It may save money and allow for economies of scale. Needless to say, when money is saved and economies of scale achieved, there is the possibility that local tax rates will be lowered. In this respect, interlocal cooperation is also serving a political function.
4. It may set a stage for friendly relationships between governmental units.

As a final remark, it is timely to add that our knowledge of interocal cooperation is still at its infant stage. More research is needed on the subject, especially on joint administration of services if we are to have a better understanding of how the process unfolds.

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COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

April 8, 1983

Dear Local Government Official:

The Local Government Information Survey questionnaire is being sent to you as part of a recurring survey to satisfy a statutory requirement of the Department of Housing and Community Development. Section 36-139 of the Code of Virginia charges us with:

Collecting from the governmental subdivisions of the State information relevant to their planning and development activities, boundary changes, changes of forms and status of government, inter-governmental agreements and arrangements. . . .

Because you face much paperwork already, we have kept the questionnaire as simple as possible to facilitate the necessary response. Please complete it and mail to us by April 22, 1983. If you have questions, please direct them to _____ of this agency, telephone _____

We appreciate greatly the response experienced in previous surveys and wish to thank you in advance for your continued cooperation. A report of the findings will be sent to you.

Sincerely,

Enclosure

Date _____

LOCAL GOVERNMENT INFORMATION SURVEY

RETURN BY APRIL 22 TO:
James D. Campbell
Dept. of Housing and
Community Development
205 North Fourth Street
Richmond, Virginia 23219

Local Government _____

Name and Title of Respondent _____

Phone _____

1. City (Check one)

- a. Form of Government
 - Council Manager
 - Mayor and Council
 - Modified Commission
- b. Status of Government
 - First Class City
 - Second Class City
- c. Effective Date _____

1. County (Check one)

- a. Form of Government
 - Traditional w/County Administrator
 - Traditional w/o County Administrator
 - County Board
 - County Executive
 - County Manager Form
 - Urban County Executive
 - County Manager Plan

1. Town (Check one)

- a. Form of Government
 - Town Manager
 - Councilmanic w/ Mayor/Town Mg.
 - Councilmanic w/ separate Town Mg.
 - Other authorized by Charter

2. If the form of Government has changed since December 31, 1976, please indicate following:

Effective Date of Change _____
Previous Form of Government _____

4. Indicate the most important reason for entering into interlocal agreements:

- Statutory requirements
- Economies of scale
- Political factors

3. a. What was the effective date of your last annexation, if any _____

b. What jurisdiction was annexed? _____

c. How much was annexed? Area _____
Population _____

5. Indicate the most important reason for your reluctance to entering into interlocal agreements:

- Threat of annexation
- Limitations on autonomy
- Inequitable apportionment of cost
- Restrictions on terminating agreement

6. Please indicate the name of any authorities, sanitary districts, commissions and other special districts which your government formed or participated in to provide public services and furnish the following information concerning each.

Examples of organizations to be listed include: Airport Commission/Authority, Hospital Authority, Industrial Development Authorities, Metropolitan Commission, Mosquito Control District, Park Authority, Parking Authority, Port Authority, Redevelopment and/or Housing Authorities, Sanitary District, Transportation Authority, Water and/or Sewer Authorities.

Note: Do not include State authorities and commissions or planning districts.

Name of Authority District, or Commission			
Year Formed			
Area of Jurisdiction(1)			
Types of Services Provided			
No. Members of Governing Body Who Are: (2)			
a. Elected Officials			
b. Citizen Members			
Amount of Long Term Debt Outstanding, June 30, 1982.			

- (1) If entire governmental unit or more than one unit is included, indicate the units. If less than the entire unit, give the approximate area of jurisdiction in acres or square miles.
- (2) This refers to the governing body of the authority, commission, etc.

6. (Continued)

Name of Authority District, or Commission			
Year Formed			
Area of Jurisdiction(1)			
Types of Services Provided			
No. Members of Governing Body Who Are: (2)	X	X	X
a. Elected Officials			
b. Citizen Members			
Amount of Long Term Debt Outstanding, June 30, 1982.			

7. On the remaining pages, please indicate those public services that your government provides through cooperative arrangements with other local governments.

- NOTE:**
- Mark an X in the block under the appropriate Form(s) of cooperative agreement.
 - Identify all local governments (counties, cities, towns) participating in agreements.
 - DO NOT include arrangements with state or federal agencies or participating in Authorities, Commissions, and special service districts.
 - Examples of Interlocal Cooperation include: 911 Telephone System, circuit riding town manager, consolidated central purchasing, joint data processing system, purchase of fire protection services, shared office space.

Public Service Provided by Agreement	Form of Agreement					Who is the Provider?	Name of Counties, Cities and/or Towns Participating in Agreement
	Written Agreement or Contract	Parallel Ordinances or Resolutions	Contribution of Cash and/or Resources	Interlocal/Regional Arrangement	Other Arrangement		
Administration	Assessment of Property						
	Building Code Enforcement						
	Data Processing						
	Grantsmanship						
	Land Use Planning						
	Purchasing						
	Tax Collection						
	Zoning & Subdivision Admin.						
Education&Culture	Libraries						
	Museums						
	Public Schools						
	Vocational Schools						
	Other School Facilities						

	Public Service Provided by Agreement	Form of Agreement					Who is the Provider?	Name of Counties, Cities and/or Towns Participating in Agreement
		Written Agreement or Contract	Permits, Ordinances or Regulations	Contribution of Cash and/or Materials	Charitable/Informal Arrangement	Other Arrangement		
Environmental	Air Pollution Control							
	Erosion Control							
	Flood Control							
	Water Pollution Control							
Health and Welfare	Clinics							
	Day Care Centers							
	Drug Abuse Control							
	General Health Services							
	Hospitals							
	Mental Health Facilities							
	Nursing Homes							
	Rescue Services							
	Senior Citizen Centers							
	Welfare Services							

	Public Service Provided by Agreement	Form of Agreement					Who is the Provider?	Name of Counties, Cities and/or Towns Participating in Agreement
		Written Agreement or Contract	Paralle. Ordinances or Resolutions	Contribution of Cash and/or Resources	Overwritten/Informal Arrangement	Other Arrangement		
Parks and Recreation	Parks							
	Recreation Facilities							
Public Safety	Animal Control							
	Civil Defense							
	Courts							
	Criminal Investigation							
	Fire Protection							
	Jail Facilities							
	Juvenile Detention Homes							
	Police Protection							
	Radio Communications							
Traffic Control								

Public Service Provided by Agreement	Form of Agreement					Who is the Provider?	Name of Counties, Cities and/or Towns Participating in Agreement
	Written Agreement or Contract	Parallel Ordinances or Resolutions	Continuation of Existing Ordinance	Interlocal/Local Agreement	Other Arrangement		
Public Utilities & Facilities	Building Maintenance						
	Electric Service						
	Gas						
	Sewer Facilities						
	Solid Waste Disposal						
	Storm Drainage						
	Street Lighting						
	Street Construction & Maint.						
	Water						
Transportation							
	Airport Construct./Operation						
	Public Transit						
Other	Home Extension Services						
	Manpower Services						

COMMONWEALTH of VIRGINIA

DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT

March 9, 1983

Dear

It is my pleasure to introduce to you Mr. Mme Arua Kalu (pronounced Ka-loo'). Kalu (he is called by his last name only) is a Nigerian doctorate student at Virginia Polytechnic Institute and State University's Center for Public Administration and Public Affairs and is writing a dissertation on interlocal cooperation in public service delivery.

Kalu has selected your jurisdiction as one of four in which to develop an in-depth case study of multi-jurisdictional cooperation. The research project should reveal some very interesting and useful information about local governments in Virginia.

I hope that you will be able to meet Kalu personally and answer his questions concerning interlocal cooperation. If your schedule doesn't permit, perhaps you could refer him to someone within your organization who has substantial knowledge of your interjurisdictional agreements.

Kalu will be contacting you in the next few days to set up a mutually convenient appointment.

On behalf of Kalu and the Department, I thank you for your cooperation and assistance.

Sincerely,

cc: ✓ Mr. Mme A. Kalu
c/o Center for Public Administration
Virginia Polytechnic Institute
and State University
Blacksburg, Virginia 24061

Appendix C

**A COMPREHENSIVE TABLE OF INTERLOCAL COOPERATION
IN THE STATE OF VIRGINIA**

See Pocket In Back

Appendix D

THE CONCURRENT RESOLUTIONS WHICH ESTABLISHED THE
NEW RIVER VALLEY JUVENILE DETENTION COMMISSION

VIRGINIA: AT THE REGULAR MEETING OF THE PULASKI
COUNTY BOARD OF SUPERVISORS, AT THE
COURTHOUSE THEREOF, TUESDAY, NOVEMBER
THE TWENTY-THIRD, IN THE YEAR OF OUR
LORD, NINETEEN HUNDRED SEVENTY-ONE.

PRESENT: WARREN K. NEWCOMB, Chairman
ROY A. MEEK
ARCHA VAUGHAN, JR.
ODELL H. MAYBERRY
HENRY A. FARRIS
ROBERT MCNICHOLAS, Executive Secretary

Upon a motion, seconded and carried, the Pulaski County

Board of Supervisors resolved to:

"Provide for the Establishment of a Regional Juvenile
Detention Commission."

WHEREAS PULASKI County in conjunction with Giles
County, Montgomery County, and the City of Radford desires
to provide for the establishment of a joint regional
detention commission; and, whereas the establishment of said
commission requires that concurrent resolutions be approved
by the governing bodies of each political subdivision, now,
therefor, be it resolved by the Board of Supervisors of
Pulaski County:

1. There is hereby established a regional juvenile
detention commission to be known as the New River Valley
Juvenile Detention Commission, which said commission shall

be a public body corporate with such powers and duties as set forth in Section 16.1-202.1--16.1-202.9 of the Code of Virginia, 1950, as amended.

2. Said Juvenile Detention Commission shall consist of six members--comprising one member from Giles County, and the City of Radford, and two members from Montgomery County and Pulaski County, said members to be appointed by the governing body of each political subdivision in the manner provided by Section 16.1-202.3. The Judge of the Juvenile and Domestic Relations Court in each political subdivision shall be an ex-officio member.

3. This resolution shall become effective immediately after its approval by the last of the participating political subdivision to act thereon.

On motion by Henry Farris and seconded by Warren Newcomb, Warren Newcomb and Roscoe Shelburne were appointed to represent Pulaski County on the New River Valley Juvenile Detention Commission.

A True Copy:

Teste:

Robert McNichols, Clerk

Appendix D (continued)

THE CONCURRENT RESOLUTIONS WHICH ESTABLISHED THE
NEW RIVER VALLEY JUVENILE DETENTION COMMISSION

CITY of RADFORD

RESOLUTION

WHEREAS, the City of Radford, Virginia in conjunction with Counties of Montgomery, Giles and Pulaski desires to provide for the establishment of a joint regional detention commission; and, whereas the establishment of said commission requires that concurrent resolutions be approved by the governing bodies of each political subdivision, now therefor, be it resolved by the Council of the City of Radford, Virginia:

1. There is hereby established a regional juvenile detention commission to be known as the New River Valley Juvenile Detention Commission, which said commission shall be a public body corporate with such powers and duties as set forth in Section 16.1-202.1--16.1-202.9 of the Code of Virginia, 1950, as amended.

2. Said Juvenile Detention Commission shall consist of six members--comprising one member from Giles County, and the City of Radford, and two members from Montgomery County and Pulaski County, said members to be appointed by the governing bodies of each political subdivision in the manner provided by Section 16.1-202.3. The Judge of the Juvenile and Domestic Relations Court in each political subdivision shall be an ex-officio member.

3. This resolution shall become effective immediately after its approval by the last of the participating political subdivision to act thereon.

BE IT FURTHER RESOLVED that the Council of the City of Radford, Virginia assembled in Regular Session this the 13th day of December 1971 that Mrs. Charles (Loretta) Criner be appointed to represent the City of Radford on the New River Valley Juvenile Detention Commission.

Attest:

Clerk to City Council

Appendix D (continued)

THE CONCURRENT RESOLUTIONS WHICH ESTABLISHED THE
NEW RIVER VALLEY JUVENILE DETENTION COMMISSION

BOARD OF SUPERVISORS

Giles County, Virginia

VIRGINIA: At a regular meeting of the Board of Supervisors of Giles County, Virginia, held at the Courthouse on TUESDAY, the seventh day of December, 1971.

On motion, duly seconded and unanimously carried, it was resolved that the following resolution respecting a Regional Juvenile Detention Home be adopted:

WHEREAS, Giles County in conjunction with the City of Radford, Montgomery County, Pulaski County, desires to provide for the establishment of a joint regional detention commission; and, whereas the establishment of said commission requires that concurrent resolutions be approved by the governing bodies of each political subdivision, now, therefor, be it resolved by the Board of Supervisors of Giles County:

1. There is hereby established a regional juvenile detention commission to be known as the New River Valley Juvenile Detention Commission, which said commission shall be a public body corporate with such powers and duties as set forth in Section 16.1-202.1--16.1-202.9 of the Code of Virginia, 1950, as amended.

2. Said Juvenile Detention Commission shall consist of six members--comprising one member from Giles County, and the City of Radford, and two members from Montgomery County and Pulaski County, said members to be appointed by the governing bodies of each political subdivision in the manner provided by Section 16.1-202.3. The Judge of the Juvenile and Domestic Relations Court in each political subdivision shall be an ex-officio member.

3. This resolution shall become effective immediately after its approval by the last of the participating political subdivision to act thereon.

BE IT RESOLVED that J. W. Johnston is appointed to represent Giles County on the New River Valley Juvenile Detention Commission.

BY: _____
O. G. Caldwell, Clerk

Appendix D (continued)

THE CONCURRENT RESOLUTIONS WHICH ESTABLISHED THE
NEW RIVER VALLEY JUVENILE DETENTION COMMISSION

AT AN ADJOURNED MEETING OF THE BOARD OF SUPERVISORS OF
MONTGOMERY COUNTY, VIRGINIA, HELD ON NOVEMBER 17, 1971 AT
8:00 P.M. IN THE COUNTY BUILDING, CHRISTIANSBURG, VIRGINIA:

On motion, duly seconded and unanimously carried, it
was resolved that the following resolution respecting a
Regional Juvenile Detention Home be adopted:

WHEREAS, Montgomery County in conjunction with the City
of Radford, Giles County, Pulaski County, desires to
provide for the establishment of a joint regional
detention commission; and,

WHEREAS, the establishment of said commission requires
that concurrent resolutions be approved by the
governing bodies of each political subdivision,

NOW, THEREFORE BE IT RESOLVED by the Board of
Supervisors of Montgomery County:

1. There is hereby established a regional juvenile
detention commission to be known as the New River
Valley Juvenile Detention Commission, which said
commission shall be a public body corporate with such
powers and duties as set forth in Section 16.1-202.1
through 16.1-202.9 of the Code of Virginia, 1950, as
amended.
2. Said Juvenile Detention Commission shall consist of
seven members--comprising one member from Giles County
and the City of Radford, and two members from
Montgomery County and Pulaski County; said members to
be appointed by the governing bodies of each political
subdivision in the manner provided by Section
16.1-202.3. The Judge of the Juvenile and Domestic
Relations Court in each political subdivision shall be
an ex-officio member.

3. This resolution shall become effective immediately after its approval by the last of the participating political subdivisions to act thereon.

BE IT RESOLVED that B. B. Hylton And John R. Hutcheson, Jr. are appointed to represent Montgomery County on the New River Valley Juvenile Detention Commission.

ATTEST: _____ Executive Secretary

Appendix E

VIRGINIA LAW CONCERNING REGIONAL JUVENILE
DETENTION HOME

ARTICLE 4.1.

Juvenile Detention Facilities

Section 16.1-202.2. The governing bodies of three or more counties, cities or towns (hereinafter referred to as "political subdivisions") may, by concurrent ordinances or resolutions, provide for the establishment of a joint or regional juvenile detention home, group home or other residential care facility commission. Such commission shall be a public body corporate, with such powers as are set forth in this article.

Section 16.1-202.3. A juvenile detention home, group home or other residential care facility commission shall consist of not less than six members, comprising not less than two members, but always an even number, from each participating political subdivision having a population of twenty-five thousand or more, and one member from each participating political subdivision having a population of less than twenty-five thousand, and appointed by the city council or county board of supervisors, as the case may be (hereinafter referred to as "governing body") thereof; provided, that in

any city having a population of more than seventy-two thousand but less than ninety thousand, the judge of the circuit court of such city shall make such appointments. One half of the members first appointed from a political subdivision entitled to two or more members shall serve for two years and one half for four years. After the first appointment, the term of office of all members shall be for four years; in case of an appointment of a single member, his term of office shall be for four years. When additional local governing bodies not otherwise sponsors of the juvenile detention, group home or other residential care facility commission desire to join and become sponsoring members of an existing juvenile detention, group home or other residential care facility commission, they may do so only upon the recommendation of the affected juvenile detention, group home or other residential care facility commission and with the approval of the sponsoring local governing bodies. The number of members which the applicant local governments will be entitled to appoint to such commission and other conditions relating to the expansion of sponsoring membership shall be determined by the agreement entered into between or among the sponsoring local governments and such applicant local governments.

Section 16.1-202.4. The members appointed by the governing bodies of the participating political subdivisions shall be selected from a list of eligible persons containing at least twice as many names as there are appointments to be made by the governing bodies, submitted by a committee of persons appointed by the respective governing bodies for the purpose of making such recommendations.

The appointive members of the commission shall, together with the ex officio members, constitute the commission, and the powers of the commission shall be vested in and exercised by the members in office from time to time. The judge of the juvenile and domestic relations court or the judge acting in juvenile matters in each participating political subdivision shall ex officio be a member of the commission.

A majority of the members in office shall constitute a quorum. The commission shall elect a chairman, and shall adopt rules and regulations for its own procedure and government. The governing bodies of the participating political subdivisions may by ordinance or resolution provide for the payment of compensation to the members of the commission and for the reimbursement of their actual expenses incurred in the performance of their duties.

All prior appointments to juvenile detention commissions, whether made by the governing body of a participating political subdivision or by the judge of the circuit court having jurisdiction thereof, are hereby validated; and no action by a commission pursuant to this article shall be declared invalid by reason of the invalidity of an appointment, heretofore [prior to April fourth, nineteen hundred sixty-six], of a commission member.

Section 16.1-202.5. Each commission created hereunder shall have all powers necessary or convenient for carrying out the general purposes of this article, including the following powers in addition to others herein granted, and subject to such supervision by the Director of the Department of Corrections as is provided in Sections 16.1-198 through 16.1-200 of the Code of Virginia:

1. In general.--To adopt a seal and alter the same at pleasure; to have perpetual succession; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.
2. Officers, agents and employees.--To employ such technical experts, and such other officers, agents and employees as it may require, to fix their qualifications, duties and compensation and to remove such employees at pleasure.

3. Acquisition of property.--To acquire within the territorial limits of the political subdivisions for which it is formed, by purchase, lease, gift, or exercise of the right of eminent domain, subject to conditions hereinafter set forth, whatever lands, buildings and structures may be reasonably necessary for the purpose of establishing, constructing, enlarging, maintaining and operating one or more juvenile detention homes or facilities for the reception of juveniles committed thereto under the provisions of this chapter, provided, however, that such lands, buildings and structures may be acquired by purchase, lease or gift, although not within said territorial limits, if the location thereof be feasible and practicable with relation to the several political subdivisions for which such commission is formed; provided further, that such location be approved by resolution of the governing bodies of the participating political subdivisions and of the governing body of the political subdivision in which such lands, buildings and structures are to be located, and the consent in writing of the Director of the Department of Corrections is given thereto.

4. Construction.--To acquire, establish, construct, enlarge, improve, maintain, equip and operate any juvenile detention home or facility.
5. Rules and regulations for management.--To make and enforce rules and regulation for the management and conduct of its business and affairs and for the use, maintenance and operation of its facilities and properties.
6. Acceptance of donations.--To accept gifts and grants from the State or any political subdivision thereof, and from the United States and any of its agencies; and to accept donations of money, personal property or real estate, and take title thereto from any person, firm, corporation or association.
7. Rules and regulations as to juveniles under care.--To make rules, regulations and policies governing the care, guidance and training of juveniles in such detention facilities.

Appendix F

RESOLUTION WHICH ESTABLISHED A FREE LIBRARY
SYSTEM IN MONTGOMERY COUNTY, VIRGINIA, ADOPTED
DECEMBER 1943

Be it Resolved by the Board of Supervisors of Montgomery County, Virginia Section one: That a Free Library System which hereafter shall be called the Montgomery County Public Library is hereby established by virtue of the power vested in this Board and in accordance with the vote of the qualified voters of Montgomery County at the General Election held on November 2, 1943, for the establishment of a County Free Library System under Section 365 of the Code of Virginia as amended. Section two: "That a Board of five trustees be appointed by the Honorable W. L. Keister, Judge of the Circuit Court of Montgomery County, in accordance with the provisions of Section 365 of the Code of Virginia as amended, which Board of Trustees shall thereafter be called the Montgomery County Public Library Board of Trustees. Section Four: "That the Treasurer of Montgomery County handle any and all money credited to a fund hereafter called the Montgomery County Public Library Board of Trustees. Section Five: "That this Board in its discretion may hereafter appropriate to the Montgomery County Library any moneys that it deem proper for said fund. Section Six: "That the Montgomery County Public Library Board of Trustees, after it is duly established, is hereby requested to proceed immediately in establishing and maintaining a regional free library system with Pulaski County and the City of Radford, under Section 365 of the Code of Virginia as amended; and to make any and all arrangements necessary to get the benefit of any State aid in connection with the maintenance and operation of said Regional Library, and to get the benefit of any Federal funds that may be available for said purposes and to take any further steps that it deems fit to establish the system in full operation as quickly as possible."

Appendix G

CONTRACTUAL AGREEMENT, MONTGOMERY-FLOYD REGIONAL LIBRARY

Whereas, Section 42.1-34 of the Code of Virginia provides for the establishment and maintenance of a regional free library system under the terms of a contract between the governing bodies of two or more counties. NOW THEREFORE, the Counties of Montgomery and Floyd, acting through their respective Board of Supervisors, in consideration of the benefits of a regional free library system embraced by the two counties, agree as follows:

I

The regional library system shall be known as the Montgomery-Floyd Regional Library System.

II

The Montgomery-Floyd Regional Library System shall be governed by a board of nine (9) members, appointed by the respective governing bodies of the two counties. Seven members from Montgomery and two members from Floyd.

At the expiration of each member's term of office a member from the same county shall be appointed for a term of four years, to fill the position of the members whose term of office has expired. Vacancies shall be filled for unexpired terms as soon as possible, which member shall be

appointed by the Board of Supervisors of the county who appointed the original member.

III

The regional board shall elect officers and adopt such by-laws, rules and regulations for their own guidelines and for the government of the regional free library system as may be expedient. They shall have control of the expenditures of all the monies credited to the regional free library fund, and shall have the authority to execute contracts with other agencies for the purpose of administering a public library service with the region.

IV

The Treasurer of Floyd County shall transfer quarterly in advance to the Treasurer of Montgomery County one-fourth of all money collected or appropriated in the respective areas for operating expenses. This shall constitute a separate account and shall not be used for anything other than for library purposes. A separate fund as provided in Section 42.1-39 Code of Virginia shall not be required or established under this contract.

V

No County shall withdraw from the system without giving two years written notice to the other participating counties without the consent of the other participating counties.

VI

The Board of the regional library system shall abide by all rules and regulations accepted by the Virginia State Library Board.

THE EFFECTIVE DATE OF THIS CONTRACT
IS _____
(and pending receipt of state grant aid).

Appendix H

LAW GOVERNING THE ESTABLISHMENT OF REGIONAL
LIBRARIES IN THE STATE OF VIRGINIA

Section, 42.1-37. Establishment of regional library system.--Two or more political subdivisions (counties or cities), by action of their governing bodies, may join in establishing and maintaining a regional free library system under the terms of a contract between such political subdivisions; provided, that in the case of established county or city free library systems, the library boards shall agree to such action.

Section, 42.1-38. Agreements to create regional boards.--Two or more political subdivisions (counties or cities) which have qualified for participation in the State's regional library program, have been recognized as a region by the State Library Board, and have made the minimum local appropriation of funds as may now or hereafter be recommended by the Board, are hereby empowered and authorized to execute contracts with each other to create a regional library board to administer and control the regional library services within the region. Each jurisdiction shall, as a part of such contract, have the power to appoint at least one member to the regional library board.

Section, 42.1-39. Regional library boards generally.--The members of the Board of a regional library system shall be appointed by the respective governing bodies represented. Such members shall in the beginning draw lots for expiration of terms, to provide for staggered terms of office, and thereafter the appointment shall be for a term of four years. Vacancies shall be filled for unexpired terms as soon as possible in the manner in which members are regularly chosen. No appointive member shall be eligible to serve more than two successive terms. A member shall not receive a salary or other compensation for services as member, but necessary expenses actually incurred shall be paid from the library fund. A regional board member may be removed for misconduct or neglect of duty by the governing body making the appointment. The board members shall elect officers and adopt such by-laws, rules and regulations for their own guidance and for the government of the regional free library system as may be expedient. They shall have control of the expenditure of all moneys credited to the regional free library fund. The regional board shall have the right to accept donations and bequests of money, personal property, or real estate for the establishment and maintenance of such regional free library system or endowments for same.

Section, 42.1-40. Power to contract.--The regional library board shall have authority to execute contracts with the State Library Board, with the library boards of the respective jurisdictions, and any and all other agencies for the purpose of administering a public library service within the region, including contracts concerning allocation and expenditure of funds, to the same extent as the library board of any one of the jurisdictions which are parties to the agreement would be so authorized.

Section, 42.1-41. Funds and expenses of regional library system.--The expenses of the regional library system shall be apportioned among the participating political subdivisions on such basis as shall be agreed upon in the contract. The treasurer of the regional library board shall have the custody of the funds of the regional free library system; and the treasurers or other financial officers of the participating jurisdictions shall transfer quarterly to him all moneys collected or appropriated for this purpose in their respective jurisdictions. Such funds shall be expended only for the library service for which the county or city contracted and for no other purpose. The regional library board shall furnish a detailed report of receipts and disbursements of all funds at the regular meeting of the governing body of every participating jurisdiction after the

close of the State's fiscal year. It shall make a similar report to the State Library. The treasurer of the board shall be bonded for an amount to be determined by the board. The board may authorize the treasurer to pay bond premiums from State aid library funds.

Section, 42.1-42. Withdrawal from regional library system.--No county or city participating in a regional library system shall withdraw therefrom without two years' notice to the other participating counties and cities without the consent of such other participating political subdivisions.

Section, 42.1-43. Appropriation for free library or library service conducted by company, society or organization.--The governing body of any county, city or town in which no free public library system as provided in this chapter shall have been established, may, in its discretion, appropriate such sums of money as to it seems proper for the support and maintenance of any free library or library service operated and conducted in such county, city or town by a company, society or association organized under the provisions of 13.1-201 through 13.1-290.1.

Appendix I

BYLAWS OF THE MONTGOMERY-FLOYD REGIONAL LIBRARY

(1) Pursuant to the requirement of the general Code of Virginia, the Board of trustees of the Montgomery-Floyd Regional Library shall consist of not less than five members of trustees. By contract between Montgomery and Floyd Counties, the Board shall consist of seven members from Montgomery County and two members from Floyd County. They shall be appointed by the respective governing body of the two counties, chosen from the citizens at large with reference to their fitness for such office. Two such members shall be appointed in the beginning for a term of one year, two members for a term of two years, the remaining members for a term of three years; thereafter, all members shall be appointed for terms of four years, the anniversary date to be June 30 in each case.

The governing body of any county or city entitled to representation on a Library Board of a library system of another jurisdiction pursuant to 42.1-34 shall appoint a member to serve for a term of four years, or until the contract is terminated, whichever is shorter.

Vacancies shall be filled for unexpired terms as soon as possible in the manner in which members of the board are

regularly chosen. A member shall not receive a salary or other compensation for services as a member but necessary expenses actually incurred shall be paid from the library fund. A member of a Library Board may be removed for misconduct or neglect of duty by the governing body making the appointment.

(2) GENERAL POWERS: The business and affairs of the Montgomery-Floyd Regional Library shall be managed by the Board of Trustees which shall exercise all the powers of the library except those reserved by law, articles of agreement, or these bylaws.

(3) MEETINGS: Regular monthly meetings shall be held on the third Wednesday of each month at the Headquarters Library at 7:30 p.m. The time and place of meeting may be changed by Board action.

(4) SPECIAL MEETINGS: Special meetings may be held at any time at the call of the Chairman or Secretary, or at the call of any two members of the Board, provided that notice thereof be given to all members at least twenty-four hours in advance of the special meeting.

(5) QUORUM. A majority of the Board shall constitute a quorum.

(6) OFFICERS: The officers of the Board shall be a Chairman, a Vice-Chairman, and a Secretary. Their term of office shall be for one year, coinciding with the fiscal year. They shall be elected at the first regular meeting in each fiscal year and shall remain in office until their successors are elected and qualified.

(7) DUTIES OF OFFICERS: The duties of all officers shall be such as by custom and law devolve upon such officers in accordance with their names. The Chairman shall be an ex officio member of all standing committees.

(8) ORDER OF BUSINESS: The order of business at all regular meetings of the Board shall normally be as follows:

- Roll Call
- Disposition of minutes of previous meeting
- Communications
- Report of Librarian
- Financial Report
- Report of Committees
- Unfinished Business
- New and Miscellaneous Business

(9) RULES OF ORDER: Roberts Rules of Order shall govern in the parliamentary procedure of the Board.

(10) LIBRARY DIRECTOR: The Board shall hire a trained librarian who shall perform such duties and shall exercise such authority as the Board may vest in him/her.

1. To administer the library according to policies adopted by the Board.
2. To be technical advisor to the Board.
3. To hire the staff for established positions according to the recommendations of the State Library Board.
4. To direct the activities of the staff.
5. To prepare the budget in consultation with the Board.
6. To keep financial records of the library.
7. To select and purchase books, library materials and supplies.
8. To prepare and release all library publicity.
9. To stimulate growth of library service.
10. To keep the Board informed about changes in library legislation and standards.
11. To attend library meetings.

(11) AMENDMENTS: Amendments to these bylaws may be proposed at any regular meeting but shall become effective only after a majority vote of the entire Board at a subsequent meeting. Any of the foregoing bylaws may be temporarily suspended by a unanimous vote of all the members and the vote on such suspensions shall be taken by yeas and nays, and entered in the official record.

Adopted 9/14/77

Amended 8/18/82

Appendix J

ROANOKE VALLEY REGIONAL LANDFILL AGREEMENT

July 29, 1975

I - N - D - E - X

1 -	Definitions-----	1
2 -	Original Term of Agreement-----	2
3 -	Establishment of Roanoke Valley Regional Solid Waste Management Board and Terms of Members Thereof	2
4 -	Purpose and Duties of Board-----	4
5 -	Audits and Minutes of Board-----	6
6 -	Bank Accounts of Board and Bond of Officers-----	6
7 -	Ownership of Realty for Benefit of Board-----	7
8 -	Contributions of Capital by Parties-----	7
9 -	Ownership of Personalty by Board-----	9
10 -	Charges by Board for Management Service-----	9
11 -	Real Estate Held for Benefit of Board Non-Partitionable-----	11
12 -	Use of Regional Landfill by Non-Party Political Subdivisions-----	11
13 -	Reserve for Replacement Account-----	12
14 -	Duration of Agreement and Subsequent Use of Real Estate-----	12
15 -	Renewal of Agreement-----	13
16 -	Authority to Amend Agreement-----	13
17 -	Manner of Amending Agreement-----	13

THIS AGREEMENT made and entered into this 29th day of July, 1975 by and between CITY OF ROANOKE, a municipal corporation and a political subdivision of the Commonwealth of Virginia, party of the first part; TOWN OF VINTON, a municipal corporation and a political subdivision of the Commonwealth of Virginia, party of the second part; and COUNTY OF ROANOKE, a political subdivision of the Commonwealth of Virginia, party of the third part.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties hereto, pursuant to the provisions of Sec. 15.1-21 of the Code of Virginia, 1950, as amended, do covenant and agree to acquire real and personal property for the operation of a regional sanitary landfill and to establish the "Roanoke Valley Regional Solid Waste Management Board", for the purpose of administering and operating a sanitary landfill as a joint and cooperative undertaking for use by all the parties hereto, upon the following terms, conditions and provisions:

1. DEFINITIONS --

(a) Board - the Roanoke Valley Regional Solid Waste Management Board which is hereinafter established for the

purpose of administering and operating a sanitary landfill or landfills for the benefit of all political subdivisions in the Roanoke Valley, parties to this agreement.

(b) Landfill - any presently used or hereafter developed method of solid waste management and disposal approved by the Board and by all necessary State regulatory agencies, but which term, at the inception of this agreement, is generally meant to apply to that method of solid waste disposal known as the sanitary landfill method. The term "landfill" as used in this agreement may include reclamation and recycling of materials as a part of solid waste disposal; and, as applied to sites or locations for disposal or reclamation, shall include the plural as well as the singular, it being the intent of this agreement to, authorize the Board hereby established to provide solid waste management and disposal at such site or sites as the parties to this agreement may provide for the purpose.

2. ORIGINAL TERM OF AGREEMENT --

The term of this agreement shall be for a period of twenty (20) years, to commence as of the 1st day of August, 1975, and to terminate twenty (20) years thereafter, namely, on the 31st day of July, 1995.

3. ESTABLISHMENT OF ROANOKE VALLEY REGIONAL SOLID WASTE
MANAGEMENT BOARD AND TERMS OF MEMBERS THEREOF --

(a) The parties covenant and agree and do hereby establish the "Roanoke Valley Regional Solid Waste Management Board" which shall be comprised of residents of the respective political subdivisions, to be appointed or elected by their respective governing body, none of whom shall be elected officials of the political subdivision; said representation to initially be as follows:

City of Roanoke	-	3 members
Roanoke County	-	2 members
Town of Vinton	-	1 member

(b) Initially, the terms of the members of the Board shall be as follows:

City of Roanoke	-	1 four-year term
Roanoke County	-	1 three-year term
City of Roanoke	-	1 two-year term
Town of Vinton	-	1 two-year term
Roanoke County	-	1 one-year term
City of Roanoke	-	1 one-year term

All of the aforesaid initial terms shall commence as of August 1, 1975, and the terminal date of all terms, both initial terms and renewal terms, shall thereafter by July 31. Upon expiration of each initial term of appointment as hereinabove provided, members of the Board shall be appointed for terms of four year each.

The Board shall, each year, and within 30 days next following the commencement of the terms of newly-appointed

Board members, elect one of its members to serve as Chairman, and one of its members to serve as Secretary, for terms of one year, each, and until their respective successors are elected and qualify. Notwithstanding the date of commencement of the terms of the initially appointed Board members and the commencement of the terms of this agreement, hereinabove provided, in the event the Board is fully appointed and constituted prior to August 1, 1975, the members of said Board may hold meetings and organize and may institute and conduct such preliminary inquiries, plans and studies relating to landfill operations as the members of said Board may consider necessary or advisable; but neither said Board nor its members shall incur financial obligations on said Board nor on the parties hereto prior to August 1, 1975, and then only in the manner herein provided.

Should any vacancy occur on the Board, the appropriate political subdivision shall, within 30 days of the effective date of such vacancy, appoint a person to fill the unexpired term.

(c) The local governing body within whose jurisdiction the solid wastes disposal facilities are located shall be authorized to appoint one additional ex-officio member to the Board, who may or may not be a member of such governing body but who shall not be counted in determining the size of a

quorum for the transaction of business by said Board nor shall such ex-officio member be entitled to a vote as a member of said Board.

The members of the Board shall receive no compensation for service on the Board; however, Board members may, upon express approval of the Board, be reimbursed from the operating budget of the Board for actual expenses incurred in carrying out the duties of the Board.

(d) At intervals of five years throughout the term of this agreement, the composition and size of the Board shall be redetermined and there shall be one member from each political subdivision owning an interest in the real estate used as a landfill for each 35,000 persons or portion thereof residing in such political subdivision, but at no time shall the Board consist of more than eleven (11) members excluding from such number the ex-officio member or members as hereinbefore authorized in Sec. 3 (c).

Should the total population of the political subdivision represented on said Board increase so that the number of members on said Board would exceed eleven (11) members, the size of said Board shall be redetermined and fixed by dividing the total population of all such political subdivisions by ten (10), and each political subdivision shall appoint one member to the Board for the number of

persons, or portion thereof residing in such political subdivision, arrived at by the above formula.

Should such redetermination of Board membership become necessary, the Board shall appoint a committee comprised of one individual from each political subdivision to redetermine the composition of the Board as hereinabove set out. Such redetermination shall be made six months prior to each five-year anniversary date of this agreement.

4. PURPOSE AND DUTIES OF BOARD --

(a) The purpose of the Board shall be to administer the operation of a regional landfill for the use of the parties hereto on such land as shall be made available to said Board by the parties hereto. In order to accomplish such purpose, the Board shall adopt such rules and regulations pertaining to the operation of said landfill as it deems necessary and appropriate. Said rules and regulations shall, however, not be inconsistent with the terms and provisions of this agreement. The Board shall operate said landfill in a manner so as to comply with and cause compliance with any and all applicable statutory provisions and rules and regulations of any State agency having authority in the matter of landfill operations.

(b) The Board shall hire or employ all persons necessary to be employed in order to insure the proper operation of the landfill. All employees shall be under the direct control of the Board for all matters except for the payment of wages, salaries, workmen's compensation benefits and other fringe benefits. The Board, for a mutually agreed fee, shall contract with one or more of the parties hereto, hereinafter referred to as contracting party or parties, to make all payments to employees of all wages, salaries, workmen's compensation benefits and all other fringe benefits of said employees, and for purchase of supplies, materials or equipment necessary for the use of said Board, the whole cost of which shall be charged to and paid by the Board.

Should this agreement or any renewal thereof, terminate or expire and should there remain to be paid hereunder by the contracting party or parties any workmen's compensation, retirement or other fringe benefits, the parties hereto agree to pay to the contracting party or parties upon billing therefor by it or them, their respective pro rata share of such items based upon said political subdivision's proportionate share of the operating budget of the Board for the last full fiscal year prior to the termination or expiration of this agreement, or any renewal thereof, of the cost of such payments.

(c) The Board shall have the responsibility of purchasing all supplies, materials and equipment necessary for the proper operation of the landfill. The contracting party or parties shall, upon the order of the Board, purchase all such supplies, materials and equipment on behalf of the Board, the whole cost of which shall be charged to and paid by said Board.

All purchases costing more than 1,000.00 shall be purchased from the lowest responsible bidder, after public advertisement therefor, pursuant to standard procedures then employed by the contracting party or parties for such advertising. The Board shall have the right to reject any and all bids for purchases required to be advertised and all advertisements shall contain a reservation of this right. The decision of the Board in regard to any bid shall be final, and the proper officials of the contracting party or parties shall follow the directions of the Board in purchasing all supplies, materials and equipment.

5. AUDITS AND MINUTES OF BOARD --

The Board shall cause an independent audit of its finances to be made each year. Copies of said audit shall be furnished to each of the political subdivisions that are parties to this agreement.

The Secretary of the Board shall furnish the Clerk of the governing body of each political subdivision that is a party hereto a copy of the minutes of each meeting of the Roanoke Valley Regional Solid Waste Management Board.

6. BANK ACCOUNTS OF BOARD AND BOND OF OFFICERS --

The Board is hereby authorized, empowered and directed to open and maintain necessary and appropriate bank checking accounts at any local bank or banks. All funds received by the Board shall be deposited in an appropriate bank account in the name of the Roanoke Valley Regional Solid Waste Management Board. Every expenditure of the Board shall be paid by check, all such checks to be signed by the Chairman and the Secretary, each of whom shall give bond in the amount of fifteen per cent (15%) of the annual operating budget of the Board, conditioned upon the faithful discharge of their duties in relation to the revenues of the Board.

7. OWNERSHIP OF REALTY FOR BENEFIT OF BOARD --

Recognizing the cost of transportation of waste brought about due to the geographical location of the contracting parties, it is mutually agreed that more than one landfill site may and should, if economically feasible, be acquired

for solid waste disposal purposes; and that one such site should be located generally west of the west corporate limits of the City of Roanoke and one such site should be generally east of the west corporate limits of the City of Roanoke and that all parties to this agreement will at once make a concerted and unified effort to acquire and within a reasonable time thereafter establish an adequate landfill site generally west of the west corporate limits of Roanoke City, if economically feasible.

The title to all real property acquired and held, or leased, now or at any time during the term of this agreement for the establishment and operation of a landfill shall be acquired and held, or leased, by and in the name of all of the political subdivisions which are parties hereto, jointly; each such political subdivision paying the following proportionate share of the purchase price or rent and owning the following undivided interest in any such property:

City of Roanoke	-	64.0%
Roanoke County	-	31.2%
Town of Vinton	-	4.8%

sp

8. CONTRIBUTIONS OF CAPITAL BY PARTIES --

The parties hereto agree that each such political subdivision shall contribute and pay into the fund required

to be deposited by the Board pursuant to Sec. 6 of this agreement, its pro rata share, based on the percentage set out in Sec. 7, supra, of the capital necessary for the landfill to commence operation under control of said Board.

Should any political subdivision contribute any equipment for the landfill operation, said political subdivision shall receive as a credit toward its pro rata share of such initial contribution an amount determined by an independent appraisal to be the fair market value of such equipment.

It is further agreed and understood that if any of the parties hereto advance or expend funds or shall have advanced or expended funds for the benefit of a regional landfill operated by the Board, to defray the cost of necessary preliminary development such as surveys, testing, planning, access ways or other necessary purposes, prior to the actual establishment of such landfill or landfills, that such party or parties shall receive as a credit toward its or their pro rata share of said initial contribution an amount equal to all such advancements or expenditures; and, further, that the other parties hereto shall reimburse said party or parties a pro rata share of such advancements or expenditures based on the percentages set out in Sec. 7 hereof, in the event such landfill area is not in fact

thereafter established as a regional landfill under this agreement.

The parties hereto agree that they will, at such times as funds are necessary to purchase land, equipment and other capital items necessary for the commencement of operation of the regional landfill, pay to the Board within 10 days from receipt of notice given by the Board to all such parties their proportionate share of the funds necessary for such expenditure.

The capital necessary for the commencement of the operation shall include, but not be limited to, land acquisition, appraisal fees, costs of soil and engineering tests, title insurance, cost of equipment necessary for operation of a landfill, construction of necessary buildings and facilities, and any other costs incurred in the preparation of an area to be utilized as a landfill together with funds deemed sufficient to cover the operating costs of the regional landfill for the first three months of operation.

9. OWNERSHIP OF PERSONALTY BY BOARD --

(a) The title to any personal property utilized in the operation of the landfill, shall be held in the name of the Roanoke Valley Regional Solid Waste Management Board. The

cost of any personal property acquired for the commencement of the operation shall be purchased on a pro rata basis as set out in Sec. 7, supra. The title to any personal property acquired after the establishment of said Board shall be held in the name of the Roanoke Valley Regional Solid Waste Management Board, the cost thereof may be paid for in whole or in part out of the reserve for replacement account, hereinafter described in Sec. 13. Notwithstanding the foregoing, beneficial title to all such personal property shall vest in such of the parties hereto who shall have participated in the purchase thereof.

(b) Should the Board decide that any equipment or other personal property used in the landfill operation is no longer necessary for the proper operation of the landfill, the Board may sell any such equipment. The proceeds from every such sale shall be deposited in the reserve for replacement account of the landfill.

10. CHARGES BY BOARD FOR MANAGEMENT SERVICE --

(a) Each political subdivision hereby covenants and agrees to pay to the Board the sum of 2.50 per ton for each ton or fraction thereof of refuse, garbage or other material delivered by its vehicles to the regional landfill until June 30, 1976, said sum to be used by the Board to pay for the cost of operation of said landfill.

(b) The Board is hereby authorized and directed to receive from any private person, firm and corporation situate within the boundaries of one or more of the parties hereto refuse, garbage or other material delivered to the regional landfill and to charge such private person, firm or corporation an amount it deems appropriate for each ton, or portion thereof, of refuse, garbage or other material delivered by its vehicles to the landfill for the same period described in Sec. 10 (a).

(c) The charges hereinabove set out are to be reviewed prior to June 1st of each year of this agreement by a Committee to be appointed by the Board, upon the recommendation of the Committee, so as to fully meet the operating budget of the Board for the operation of the landfill, which said budget shall be established each fiscal year by the Board and a copy of which shall be submitted to each party hereto on or before March 1st of each year. The fiscal year of the Board shall be from July 1st of every year through June 30th of the next calendar year.

(d) The Board's operating budget shall include, but not be limited to the following items: labor, fringe benefits, cost of utility services, equipment, materials, reserve for replacement, (hereinafter defined) and maintenance and repair of equipment, and the Board may contract with one or

more of the participating governments for a fee mutually agreed upon to provide the services described in Sec. 4 (b) and (c), supra.

(e) Should the Board, at the end of any fiscal year, have an operating deficit for such fiscal year, the parties hereto agree to pay to the Board a sum equal to the amount of such deficit, each party hereto shall pay a pro rata portion of the deficit, said portion being based upon the political subdivision's usage of the landfill as compared with the usage by other political subdivisions for the fiscal year in which the deficit occurred. Should there be an operating surplus at the end of any fiscal year, said surplus shall be carried over into the operating budget of the Board for the next fiscal year.

11. REAL ESTATE HELD FOR BENEFIT OF BOARD NON-PARTITIONABLE

--

(a) None of the parties hereto shall have the right to compel partition of the land utilized as a regional landfill. However, should any of the parties hereto desire, at any time during the term of this agreement, or of any extension or renewal thereof as provided in Sec. 15 hereof, to sell its interest in the property owned jointly by the parties hereto for the uses set out in this agreement, said

party shall convey its undivided interest in said property only to the remaining parties hereto, the consideration for such sale shall be the original amount paid by the political subdivisions so desiring to sell. Any costs incurred in the sale of any interest in said property shall be the responsibility of the party selling said interest.

Each remaining political subdivision owning an undivided interest in said property shall, upon demand of the political subdivision selling its interest in the property, pay that portion of the purchase price as would be its share based upon the per capita figures of each political subdivision used in determining the undivided interests established at the inception of this agreement.

If any political subdivision sells all of its interest in all real estate owned by the parties hereto and used for landfill purposes, it shall lose its representation on the Board.

(b) When any parcel of land has been fully utilized for landfill purposes, the parties hereto agree that appropriate departments of the various political subdivisions shall be designated to maintain and operate said land as a regional recreational facility or area or any other authorized use for the citizens of all of the then participating parties. Only those political subdivisions that desire to participate

shall be required to expend funds for the maintenance and operation of said recreational area.

12. USE OF REGIONAL LANDFILL BY NON-PARTY POLITICAL SUBDIVISION --

Should any politica subdivision, not a party hereto, desire to use the facilities of the regional landfill, the Board shall have the power, upon express approval thereof by each of the parties hereto, to permit such use and charge said political subdivision such rate as it deems appropriate, taking into consideration all factors. No other such political subdivision shall be entitled to purchase any interest in any real estate owned by the parties hereto.

13. RESERVE FOR REPLACEMENT ACCOUNT --

The Board shall establish, separate from said Board's operating account, a reserve for replacement account, so that funds will be available for the repair and replacement of equipment and for the purchase of new equipment. All funds set aside or acquired for the reserve for replacement account shall be maintained on deposit in a bank as hereinbefore provided in Sec. 6. The Board shall include in

its operating budget for each year a sum which it deems sufficient to provide for repairs, replacement and/or purchase of new equipment.

14. DURATION OF AGREEMENT AND SUBSEQUENT USE OF REAL ESTATE

--

No termination of this agreement shall occur earlier than upon expiration of the twenty-year term hereof and of any extension or renewal thereof except after appropriate action by the governing bodies of all the political subdivisions, parties hereto, by ordinance or resolution, of such intent to terminate, and no such termination shall be effective unless and until such action has been taken by all the parties hereto.

Should this agreement be terminated or should none of the parties hereto desire to establish a regional recreational area or other authorized use as hereafter agreed by the parties, the property utilized for landfill purposes shall be sold at public auction to the highest bidder, except such portions thereof as have previously been converted to recreational or other agreed purposes, and the proceeds from such sale, following payment of all expenses incurred in said sale, shall be divided among the various political subdivisions owning an undivided interest in said

land in the same proportions as the undivided interests then held.

15. RENEWAL OF AGREEMENT --

Upon expiration of the twenty-year term hereof, this agreement may be renewed for additional periods of five (5) years by the remaining parties hereto at the time of such termination, or by any two or more of them, by appropriate action taken by the governing bodies of all said parties desiring such renewal, by ordinance or resolution providing for such renewal of this agreement.

This agreement shall become effective from and after its full execution by all of the parties hereto, authorized by an appropriate ordinance or resolution of the respective governing body of each of the parties hereto.

16. AUTHORITY TO AMEND AGREEMENT --

The terms and conditions of this agreement shall hereafter be modified and/or amended only in the manner hereinafter specified in Sec. 17.

17. MANNER OF AMENDING AGREEMENT --

Any party desiring to amend and/or modify the terms and conditions of this agreement shall initiate such proposed amendment or modification by the adoption of a resolution by its governing body setting forth, along with the effective date of such proposed amendment or modification, the particulars of the proposed amendment and or modification. Such resolution shall be forwarded to the governing bodies of each of the parties to this agreement prior to the time such amendment and/or modification is sought to be accomplished. Such amendment and/or modification shall become effective on the date specified in said resolution only after the adoption of concurring resolutions of the governing bodies of parties hereto which, in addition to the initiating party, shall constitute not less ex-officio members thereof. However, nothing herein contained shall authorize or empower, except by unanimous consent of all of the parties hereto, (i) any alteration of the method of determining representation to which the parties are entitled, or (ii) any alteration of the method of determining the financial obligation of the parties.

WITNESS the following signatures and seals to this agreement, executed in triplicate as of the day and year first hereinabove written:

(SEAL)

ATTEST:

By /s/ Mary F. Parker

City Clerk

(SEAL)

ATTEST:

By /s/ Ayles C. Brogan

Town Clerk

(SEAL)

ATTEST:

By /s/ William F. Clark

Clerk

CITY OF ROANOKE

By/s/ Roy L. Webber

Mayor

TOWN OF VINTON

By /s/ G. W. Nicks

Mayor

COUNTY OF ROANOKE

By /s/ Richard C. Flora

Chairman of the Board
of Supervisors

Appendix K

ROANOKE COUNTY-SALEM JAIL AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of August, 1977, by and between THE BOARD OF COUNTY SUPERVISORS OF ROANOKE COUNTY, VIRGINIA (hereinafter referred to as County), party of the first part; THE CITY OF SALEM, VIRGINIA, a municipal corporation (hereinafter referred to as City), party of the second part; and the COUNTY OF CRAIG, VIRGINIA (hereinafter referred to as Craig), party of the third part.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein and the parties' common interest in providing new and improved jail facilities and services in their respective political subdivisions and agreeing that such improved jail facilities and services can best be provided through a cooperative effort, the parties hereto do hereby covenant and agree as follows:

1. The County, the City, and Craig utilize the permit heretofore approved by the State Board of Corrections to construct a regional jail facility for the City of Salem, the County of Roanoke, and the County of Craig, and any

other interested parties on a tract of land adjacent to the existing Roanoke County Courthouse.

2. The City shall acquire, by purchase or condemnation, four parcels of land, two of which are situate on th street known generally as High Street and two of which are situate on Clay Street. The City shall pay the entire cost connected with the acquisition of said properties and shall donate said properties to the County for use in the construction of the jail facility. The cost of acquisition shall not be deemed to include the cost of demolition of the buildings located on said properties. In addition, the City agrees to conduct the necessary legal proceedings in order to close only that portion of High Street from Clay Street on the north to Main Street on the south. Title to said closed street shall also be conveyed to the County.

3. The City and the County agree to participate in the cost of acquisition of the western portion of the property on which the Exxon Station is located on Main Street, if needed in conjunction with the jail-courthouse complex. Said participation by the City shall only include so much of said property as fronts on Main Street as the City is donating those properties on Clay Street, to-wit, approximately 132 feet. The share of cost of acquisition of said property shall be in the same proportion as the cost of construction of the jail facility as hereinafter set out.

4. That title to the tract of land being utilized for the jail and related facilities shall be vested jointly in the parties hereto. The County shall cause to be executed a deed conveying to the County of Roanoke and the City of Salem that portion of said land on which the regional jail facility is to be constructed, said conveyance to show the ownership of said land and the improvements thereon in the same proportion as the costs of construction thereof, as hereinafter set out. The parties hereto shall cause to be made a survey identifying the property actually utilized as the jail facility and to be conveyed jointly by the County to the parties hereto. The cost of said survey shall be deemed to be a cost of construction and shall be shared proportionately as hereinafter set out.

5. That the County, working in conjunction with the City of Salem, shall forthwith cause to be prepared plans and specifications for the construction of a jail facility. The County shall likewise cause to be constructed said jail facility, providing for adequate facilities to incarcerate the prisoners which will satisfy the required projected growth of the respective parties hereto, of 85 prisoners for the County and 25 prisoners for the City. All costs, after deduction of all state and federal funds, in connection with the construction and equipping of said jail facilities,

including but not limited to the cost of acquisition of the land making up the jail area (excluding that donated by the City as set out in paragraph 2, supra.) and the cost of constructing necessary utility services, if any, shall be borne by the respective parties in the above set forth proportions, that is to say, 77.28% will be paid by the County and 22.72% will be paid by the City. The County, upon receipt of a bill from the contractor, will forward a bill to the City of Salem for its proportionate share. Salem will pay the same to the County within ten days of receipt of the bill.

6. That upon completion of the construction of said jail, the facility shall be in the exclusive custody and control of Roanoke County.

7. Except as otherwise may be provided by law or the provisions hereof, the parties hereto shall bear the expenses of operating and maintaining the jail and supporting the persons incarcerated therein, including, but not limited to, salaries directly attributable to the operation of the jail, board, onsite medical attention and clothing for such persons. Such expenses shall be borne by said parties based on the percentage of the total costs of such operation that the number of prisoner days the use of each of the parties bears to the total number of prisoner

days of confinement in said jail. Retirement or repayment of any indebtedness incurred in the construction of said jail shall not be considered operating costs of said jail. The County shall bill the City monthly for its share of operating costs and the City will pay the County the sum due within ten days of receipt of the bill. Any adjustments in the operating cost will be made at the conclusions of an audit at the end of each fiscal year.

8. Except as may be otherwise provided by law, each of the parties hereto shall bear the cost of off-site medical attention, the costs of transporting its prisoners to and from jail for medical treatment, to court hearings or for whatever reasons prisoners might be transported.

9. Additional parties to this agreement may be added upon approval of the governing bodies of the parties hereto under terms and conditions approved by said parties.

10. Future acquisition of property for, and construction of additions to the jail, may be made and title to same shall be held jointly on the basis to be determined at the time such acquisitions or additions are made by the parties hereto.

11. Any future capitl expenditures in connection with the operation of the jail facility shall be borne in the same proportion as the most recent cell allocations, unless otherwise modified by the parties hereto.

12. The agreement shall be and continue in full force and effect for a period of 25 years from the date of this agreement and thereafter shall continue in effect for subsequent periods of five years each, unless at least two years prior to the end of the original term or of any such five year extension thereof any party hereto shall give written notice to all other parties that it or they desire to withdraw from this agreement. None of the parties hereto shall have the right to compel partition of the land and facilities utilized during the original term of this agreement or any extension thereof.

13. However, should any of the parties desire to sell its interest in the property, and should the remaining party or parties be willing to buy and acquire such interest, said party shall convey its undivided interest in said property only to the remaining parties hereto and the consideration for such sale shall be equal to the original capital contribution made by the seller to establish the regional jail facility, plus any subsequent capital contributions which might have been required.

14. The sole responsibility and obligation of Craig County, under the terms and provisions of this contract, shall be as follows:

A. Craig shall be responsible for no capital contribution toward the construction of said jail facility other than the use, by the parties hereto, of the eligible state funds Craig receives as a result of its being a party to this agreement;

B. Craig shall have no interest in the real estate or the jail facility constructed pursuant to this agreement;

C. Craig shall have the right to utilize the jail on the same terms and conditions as the other parties hereto;

D. Craig shall not be obligated to put up funds for an expansion of the jail facility unless they desire to reserve space in said facility, in which case its share of funds shall be determined on the same basis as used herein to determine the interest of the parties hereto.

WITNESS the following signatures and seals as of the day and year first hereinabove written.

BOARD OF COUNTY SUPERVISORS OF ROANOKE COUNTY

By _____

Chairman

ATTEST: _____

Clerk, Deputy

CITY OF SALEM, VIRGINIA

By _____

Mayor

ATTEST: _____

Clerk

COUNTY OF CRAIG, VIRGINIA

By _____

Chairman

ATTEST: _____

Clerk

Appendix L

A SAMPLE OF AGREEMENT BETWEEN ROANOKE COUNTY AND
ITS NEIGHBORING COMMUNITIES FOR TEMPORARY USE OF
JAIL FACILITIES

THIS AGREEMENT, made and entered into this the 27th day of September, 1977, by and between Montgomery County, Virginia, party of the first part; and Roanoke County, Virginia, party of the second part.

WITNESSETH:

Pursuant to the following mutual covenants and agreements Montgomery County contracts to furnish Roanoke County with jail facilities and related services to the extent, in the opinion of the Sheriff of Montgomery County, or such person or persons authorized to act in his behalf, space and support personnel are available.

BASIC CHARGE: Roanoke County agrees to pay to Montgomery County for each day or fraction thereof, for each prisoner detained on behalf of Roanoke County the sum of Five (5.00) Dollars. Such payment shall be a "net payment" without credit of any nature.

MEDICAL: Roanoke County shall pay directly or reimburse Montgomery County for all medical expense incurred on behalf of Roanoke County prisoners and shall undertake all security measures in connection with a Roanoke County prisoner who may be hospitalized.

ADMITTANCE AND DISCHARGE OF PRISONERS: Montgomery County shall be under no obligation to admit female prisoners nor shall it accept prisoners other than those detained pursuant to "state warrant". That proper consideration be given to space availability and personnel, no male prisoner shall be admitted to the Montgomery County jail on behalf of Roanoke County other than authorized by the Sheriff of Montgomery County or such person or persons authorized to act in his behalf. It is further agreed that Roanoke County shall upon demand, remove such of its prisoners as in the judgment of the Sheriff of Montgomery County, or other authorized person or persons, is necessary to maintain the jail requirements of Montgomery County. Without regard to space availability and adequate personnel, Roanoke County further agrees to remove upon demand any prisoner who, in the opinion of the Sheriff of Montgomery County, or other authorized person, poses a security or disciplinary problem.

TRANSPORTATION OF PRISONERS: Roanoke County shall provide the transportation requirements of its prisoners and in the event of emergency transportation furnished by Montgomery County, it shall be reimbursed the reasonable cost thereof.

LIABILITY: It is agreed that Montgomery County has made no representations as to the adequacy of its jail facility or the qualifications of its support personnel and in this connection in no manner warrants or guarantees the same. Roanoke County prisoners shall be treated, cared for and detained on the same basis as those of Montgomery County.

PAYMENTS: All payments due to Montgomery County hereunder shall be paid by Roanoke County within thirty (30) days after written billing.

TERMINATION: This agreement may be terminated by either party hereto by giving ten (10) days written notice of termination to the other party.

Witness the following signatures and seals.

Atteste:

MONTGOMERY COUNTY BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

By:-----
CHAIRMAN

Atteste:

BOARD OF COUNTY SUPERVISORS OF ROANOKE COUNTY

CLERK

By:-----
CHAIRMAN

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